

**BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION**

In re: Joint Application of Windstream Utilities Company and Marion County, Florida, for authority as a matter of right to transfer certain water facilities to a governmental authority and to amend water certificate 427-W

Docket No. _____
Filed: August 11, 2014

**JOINT APPLICATION OF WINDSTREAM UTILITIES COMPANY AND
MARION COUNTY, FLORIDA, FOR AUTHORITY AS A MATTER OF RIGHT TO
TRANSFER CERTAIN WATER FACILITIES TO A GOVERNMENTAL AUTHORITY
AND TO AMEND WATER CERTIFICATE 427-W**

Applicants, WINDSTREAM UTILITIES COMPANY (“Windstream”) and MARION COUNTY, FLORIDA (the “County”)(collectively “Applicants”), by and through their undersigned attorneys, and pursuant to § 367.071, Florida Statutes, and Rule 25-30.037, Florida Administrative Code, hereby file their Joint Application for Authority as a Matter of Right to Transfer Certain Water Facilities to a Governmental Authority and to Amend Water Certificate 427-W, and in support hereof state as follows:

1. Windstream operates under Water Certificate 427-W in Marion County, Florida.
2. The name and address of Windstream and its authorized representatives, for purposes of this application, are:

Windstream Utilities Company
P.O. Box 4201
Ocala, FL 34478-4201

Authorized Representatives:
Robert C. Brannan, Esq.
William E. Sundstrom, Esq.
Sundstrom & Mindlin, LLP
2548 Blairstone Pines Drive
Tallahassee, FL 32301
(850) 877-6555 (telephone)

(850) 656-4029 (facsimile)
rbrannan@sfflaw.com
wsundstrom@sfflaw.com

3. The name and address of the County and its authorized representatives, for purposes of this application, are:

Marion County Board of County Commissioners
601 SE 25th Avenue
Ocala, FL 34471

Authorized Representative:
Brian P. Armstrong, Esq.
William C. Garner, Esq.
1500 Mahan Drive, Suite 200
Tallahassee, FL 32308
barmstrong@ngn-tally.com
bgarner@ngn-tally.com

4. A copy of the Agreement for Purchase and Sale of Water System Assets by and between Windstream Utilities Company and Marion County, Florida, as amended by the First Amendment to said Agreement, is attached hereto as Appendix "A" (the "Agreement"). The Agreement for Purchase and Sale of Water System Assets and the First Amendment thereto have been duly approved by the Marion County Board of County Commissioners and were executed by the County on May 14, 2014 and July 15, 2014, respectively. The transaction closed on July 15, 2014.

5. This request for approval of a transfer of assets to a governmental authority must be approved as a matter of right pursuant to § 367.071(4)(a), Florida Statutes, and Rule 25-30.037(6), Florida Administrative Code, upon the submission of certain information required under Rule 25-30.037(4), Florida Administrative Code, all of which is included herein or is appended hereto.

6. In addition, pursuant to Rule 25-30.037(7), Florida Administrative Code, upon the submission of certain information required under Rules 25-30.037(4) and (5), Florida Administrative Code, Windstream is entitled to an Order of the Commission amending its certificate to reflect the retained portion of the system. All of the information required for amendment of the certificate is included herein, or is appended hereto, except an original and two copies of sample tariff sheets reflecting the remaining Windstream territory, which will be provided to the Commission as soon after the date of this filing as is practicable.

7. Subsequent to the closing of this transaction Windstream retains assets within the City of Ocala that constitute a system providing water service to the public for compensation. A list of assets serving customers within the City of Ocala and which have not been transferred by Windstream to the County is attached as Appendix "B". A description and map of the remaining territory are attached as Appendix "C".

8. Prior to purchase, the County obtained from Windstream its most recent available income and expense statement, balance sheet, statement of rate base for regulatory purposes, and contributions-in-aid-of-construction.

9. Pursuant to the Agreement, Windstream read the meters of all customers served by the transferred assets on July 15, 2014, the date of closing. The County assumed ownership and operation of the acquired system at 12:01 a.m., July 16, 2014. Windstream will bill and collect for all service rendered prior to closing. All customer deposits and interest thereon for customers served by the transferred assets have been delivered to the County.

10. Windstream owes no fines related to the purchased water facilities. Windstream will pay any and all outstanding regulatory assessment fees due pursuant to Rule 25-30.120, Florida Administrative Code.

11. Windstream cannot currently locate original Water Certificate 427-W for amendment, and such certificates are no longer issued.

Wherefore, Applicants respectfully request that this Commission approve the transfer of Windstream's water facilities subject to this purchase and sale to Marion County as a matter of right, and amend Windstream's water certificate to delete the that portion transferred to the County.

Respectfully submitted this 11th day of August, 2014.

s/ William C. Garner
WILLIAM C. GARNER
Florida Bar No. 577189
BRIAN P. ARMSTRONG
Florida Bar No. 888575
Nabors, Giblin & Nickerson, P.A.
1500 Mahan Drive, Suite 200
Tallahassee, Florida 32308
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Attorneys for Marion County, Florida

and

s/ Robert C. Brannan
ROBERT C. BRANNAN
Florida Bar No. 103217
WILLIAM E. SUNDSTROM
Florida Bar No. 225533
Sundstrom & Mindlin, LLP
2548 Blairstone Pines Drive
Tallahassee, Florida 32301
(850) 877-6555 Telephone
(850) 656-4029 Facsimile
Attorneys for Windstream Utilities Company

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that copy of the foregoing was furnished by electronic mail to the following this 11th day of August, 2014:

Robert C. Brannan, Esq.
William E. Sundstrom, Esq.
Sundstrom & Mindlin, LLP
2548 Blairstone Pines Drive
Tallahassee, Florida 32301
rbrannan@sfflaw.com
wsundstrom@sfflaw.com

s/ William C. Garner
WILLIAM C. GARNER

APPENDIX A

**AGREEMENT FOR PURCHASE AND SALE OF WATER ASSETS
AS AMENDED**

**FIRST AMENDMENT TO THE AGREEMENT
FOR
PURCHASE AND SALE OF WATER SYSTEM ASSETS**

THIS FIRST AMENDMENT TO THE AGREEMENT FOR PURCHASE AND SALE OF WATER SYSTEM ASSETS ("First Amendment") is made as of this 15th day of July, 2014, by and between Windstream Utilities Company, a Florida corporation (the "Seller"), and Marion County, Florida, a political Subdivision of the State of Florida (the "Purchaser").

WHEREAS, Purchaser and Seller entered into an Agreement for Purchase and Sale of Water System Assets dated May 14, 2014, for the sale of certain water utility system assets as described therein ("Agreement"); and

WHEREAS, Purchaser and Seller desire to amend certain provisions within the Agreement as specifically set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference thereto.
2. All defined terms set forth herein shall have the same meaning as set forth in the Agreement unless another meaning is set forth herein.
3. Section 3. PURCHASE PRICE is deleted in its entirety and replaced with:

3. PURCHASE PRICE. The Purchaser shall pay to Seller, subject to the additions, adjustments and prorations referenced in this Agreement, Three Hundred Fifty Thousand Dollars (\$350,000.00) at Closing via electronic transfer to the Trust Account of Sundstrom & Mindlin, LLP, and quarterly installment payments with the first such installment payment also being made at Closing on a prorata basis, in the manner and on the dates set forth in Revised **Appendix "J"** attached to this First Amendment ("Installment Payments") which replaces Appendix J to the Agreement; provided, however, such payments shall (1) be made solely from Net Revenues of the System (as such terms are defined in the Purchaser's Resolution No. 93-R-292, as amended and supplemented, hereafter referred to as the "Utilities Bond Resolution") and shall not constitute a general obligation debt of the Purchaser or a pledge of the faith and credit of the Purchaser, and (2) in all respects be treated as payments on "Subordinated Indebtedness" as defined in and in accordance with the provisions of the Utilities Bond Resolution the payment of such expressly subordinate to the payment of all Bonds (as defined in the Utilities Bond Resolution) issued at any time pursuant to the Utilities Bond Resolution and any Subordinated Indebtedness issued prior to the date of this Agreement. Notwithstanding the foregoing, Seller


shall have a subordinated lien on the annual Net Revenues of the System equal to the unpaid balance of the Installment Payments. Said lien shall be subordinate to the Bonds described above and any other parity bonds issued in the future payable from the Net Revenues of the System. The documentation for the Installment Payments shall contain (a) a provision that an event of default under the Utilities Bond Resolution shall constitute an event of default under the Installment Payments, and (b) a rate covenant to charge and collect sufficient revenues to pay 100% of the interest and principal on the Bonds and all Subordinated Indebtedness, including the Installment Payments. The purchase price for the water system assets, the interest rate, and the Installment Payments shall consist of both interest and principal payments as designated on Revised Appendix J. Purchaser shall provide to Seller at closing an industry standard tax-exempt note opinion of Purchaser's note counsel relating to the payments to be made pursuant to Revised Appendix J. Purchaser also shall file such document or documents with federal or state authorities as Purchaser's note counsel shall identify consistent with its tax-exempt note opinion. Seller shall pay to Purchaser at closing an amount equal to the fees and costs incurred by Purchaser from Purchaser's note counsel relating to the revisions to the Agreement in issuing the tax-exempt opinion. Seller acknowledges that the note will be subject to certain transfer restrictions and ownership of the note may result in collateral federal tax consequences to certain taxpayers and that Purchaser expresses no opinion regarding such federal tax consequences arising with respect to such payments.


4. Section 6. TITLE INSURANCE AND PERMITTED ENCUMBRANCES, shall be amended to lower the amount of title insurance from \$4,800,000 to \$2,000,000.
5. Section 9.f. shall be amended to replace June 11, 2014, with July 15, 2014.
6. Section 10.a. CLOSING, shall be deleted in its entirety and replaced with:
 - a. This transaction shall be closed on July 15, 2014, at the office of the Purchaser located in Ocala, Florida and transfer to the Purchaser of title to the Purchased Assets shall be effective as of 12:01 a.m. on July 16, 2014. All closing procedures shall be subject to the customary and reasonable practices and requirements of Purchaser and Purchaser's counsel.
7. Appendix "J" attached to the Agreement is deleted in its entirety and replaced with a Revised Appendix "J," attached hereto.
8. All other terms and provisions of the Agreement not amended, modified or restated hereby shall remain in full force and effect.
9. This First Amendment shall be construed and enforced in accordance with laws of the State of Florida. This First Amendment shall be binding upon the successors and assigns of the parties hereto.

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.

ATTEST:


WINDSTREAM UTILITIES COMPANY



Secretary
(SEAL)


LE Dlouhy, President

ATTEST:

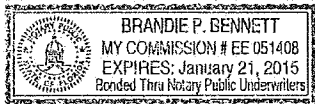
MARION COUNTY BOARD
OF COUNTY COMMISSIONERS

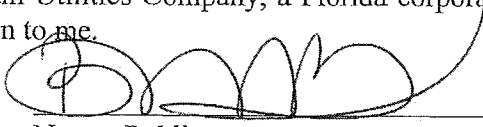

Clerk
(SEAL)


Carl Zalak, III, Chairman

STATE OF FLORIDA
COUNTY OF MARION

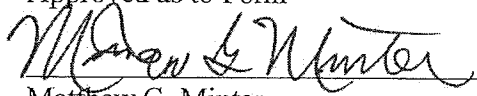
The foregoing instrument was acknowledged before me this 15th day of July, 2014 by LE Dlouhy, as President of Windstream Utilities Company, a Florida corporation, on behalf of the corporation. He is personally known to me.




Notary Public

My Commission Expires: 1/21/15

For Use and Reliance of Marion County Only,
Approved as to Form


Matthew G. Minter
County Attorney

Revised Appendix J - Installment Payments

Payments from Marion County, Florida to Windstream Utilities Company

Closing Date Initial Payment: \$350,000 plus prorated payment of \$33,944 if closing is on 7/15/2014, effective at 12:01 am on 7/16/2014:

Transaction

Purchase Price for Utility \$ 4,970,799

Paid as Follows:

Down Payment	\$	350,000
1st Prorated Payment	\$	33,944
Principal	\$	4,586,855
Interest	\$	2,919,201
Total	\$	7,890,000

Effective Date of Closing	7/16/2014
Rate	4.50%
Quarterly Rate	1.1250%
Payment for first 80 Payments	\$ 78,000
Payment for last 20 Payments	\$ 65,000

No.	Date	Payment	Interest	Principal	Balance
1	9/1/2014	\$ 78,000	\$ 26,948	\$ 51,052	\$ 4,535,802
2	12/1/2014	\$ 78,000	\$ 51,028	\$ 26,972	\$ 4,508,830
3	3/1/2015	\$ 78,000	\$ 50,724	\$ 27,276	\$ 4,481,555
4	6/1/2015	\$ 78,000	\$ 50,417	\$ 27,583	\$ 4,453,972
5	9/1/2015	\$ 78,000	\$ 50,107	\$ 27,893	\$ 4,426,079
6	12/1/2015	\$ 78,000	\$ 49,793	\$ 28,207	\$ 4,397,873
7	3/1/2016	\$ 78,000	\$ 49,476	\$ 28,524	\$ 4,369,349
8	6/1/2016	\$ 78,000	\$ 49,155	\$ 28,845	\$ 4,340,504
9	9/1/2016	\$ 78,000	\$ 48,831	\$ 29,169	\$ 4,311,335
10	12/1/2016	\$ 78,000	\$ 48,503	\$ 29,497	\$ 4,281,837
11	3/1/2017	\$ 78,000	\$ 48,171	\$ 29,829	\$ 4,252,008
12	6/1/2017	\$ 78,000	\$ 47,835	\$ 30,165	\$ 4,221,843
13	9/1/2017	\$ 78,000	\$ 47,496	\$ 30,504	\$ 4,191,339
14	12/1/2017	\$ 78,000	\$ 47,153	\$ 30,847	\$ 4,160,491
15	3/1/2018	\$ 78,000	\$ 46,806	\$ 31,194	\$ 4,129,297
16	6/1/2018	\$ 78,000	\$ 46,455	\$ 31,545	\$ 4,097,751
17	9/1/2018	\$ 78,000	\$ 46,100	\$ 31,900	\$ 4,065,851
18	12/1/2018	\$ 78,000	\$ 45,741	\$ 32,259	\$ 4,033,592
19	3/1/2019	\$ 78,000	\$ 45,378	\$ 32,622	\$ 4,000,970
20	6/1/2019	\$ 78,000	\$ 45,011	\$ 32,989	\$ 3,967,981

No.	Date	Payment	Interest	Principal	Balance
21	9/1/2019	\$ 78,000	\$ 44,640	\$ 33,360	\$ 3,934,620
22	12/1/2019	\$ 78,000	\$ 44,264	\$ 33,736	\$ 3,900,885
23	3/1/2020	\$ 78,000	\$ 43,885	\$ 34,115	\$ 3,866,770
24	6/1/2020	\$ 78,000	\$ 43,501	\$ 34,499	\$ 3,832,271
25	9/1/2020	\$ 78,000	\$ 43,113	\$ 34,887	\$ 3,797,384
26	12/1/2020	\$ 78,000	\$ 42,721	\$ 35,279	\$ 3,762,105
27	3/1/2021	\$ 78,000	\$ 42,324	\$ 35,676	\$ 3,726,428
28	6/1/2021	\$ 78,000	\$ 41,922	\$ 36,078	\$ 3,690,351
29	9/1/2021	\$ 78,000	\$ 41,516	\$ 36,484	\$ 3,653,867
30	12/1/2021	\$ 78,000	\$ 41,106	\$ 36,894	\$ 3,616,973
31	3/1/2022	\$ 78,000	\$ 40,691	\$ 37,309	\$ 3,579,664
32	6/1/2022	\$ 78,000	\$ 40,271	\$ 37,729	\$ 3,541,935
33	9/1/2022	\$ 78,000	\$ 39,847	\$ 38,153	\$ 3,503,782
34	12/1/2022	\$ 78,000	\$ 39,418	\$ 38,582	\$ 3,465,199
35	3/1/2023	\$ 78,000	\$ 38,983	\$ 39,017	\$ 3,426,183
36	6/1/2023	\$ 78,000	\$ 38,545	\$ 39,455	\$ 3,386,727
37	9/1/2023	\$ 78,000	\$ 38,101	\$ 39,899	\$ 3,346,828
38	12/1/2023	\$ 78,000	\$ 37,652	\$ 40,348	\$ 3,306,480
39	3/1/2024	\$ 78,000	\$ 37,198	\$ 40,802	\$ 3,265,678
40	6/1/2024	\$ 78,000	\$ 36,739	\$ 41,261	\$ 3,224,417
41	9/1/2024	\$ 78,000	\$ 36,275	\$ 41,725	\$ 3,182,691
42	12/1/2024	\$ 78,000	\$ 35,805	\$ 42,195	\$ 3,140,497
43	3/1/2025	\$ 78,000	\$ 35,331	\$ 42,669	\$ 3,097,827
44	6/1/2025	\$ 78,000	\$ 34,851	\$ 43,149	\$ 3,054,678
45	9/1/2025	\$ 78,000	\$ 34,365	\$ 43,635	\$ 3,011,043
46	12/1/2025	\$ 78,000	\$ 33,874	\$ 44,126	\$ 2,966,917
47	3/1/2026	\$ 78,000	\$ 33,378	\$ 44,622	\$ 2,922,295
48	6/1/2026	\$ 78,000	\$ 32,876	\$ 45,124	\$ 2,877,171
49	9/1/2026	\$ 78,000	\$ 32,368	\$ 45,632	\$ 2,831,539
50	12/1/2026	\$ 78,000	\$ 31,855	\$ 46,145	\$ 2,785,394
51	3/1/2027	\$ 78,000	\$ 31,336	\$ 46,664	\$ 2,738,730
52	6/1/2027	\$ 78,000	\$ 30,811	\$ 47,189	\$ 2,691,540
53	9/1/2027	\$ 78,000	\$ 30,280	\$ 47,720	\$ 2,643,820
54	12/1/2027	\$ 78,000	\$ 29,743	\$ 48,257	\$ 2,595,563
55	3/1/2028	\$ 78,000	\$ 29,200	\$ 48,800	\$ 2,546,763
56	6/1/2028	\$ 78,000	\$ 28,651	\$ 49,349	\$ 2,497,414
57	9/1/2028	\$ 78,000	\$ 28,096	\$ 49,904	\$ 2,447,510
58	12/1/2028	\$ 78,000	\$ 27,534	\$ 50,466	\$ 2,397,045
59	3/1/2029	\$ 78,000	\$ 26,967	\$ 51,033	\$ 2,346,011
60	6/1/2029	\$ 78,000	\$ 26,393	\$ 51,607	\$ 2,294,404
61	9/1/2029	\$ 78,000	\$ 25,812	\$ 52,188	\$ 2,242,216
62	12/1/2029	\$ 78,000	\$ 25,225	\$ 52,775	\$ 2,189,441
63	3/1/2030	\$ 78,000	\$ 24,631	\$ 53,369	\$ 2,136,072
64	6/1/2030	\$ 78,000	\$ 24,031	\$ 53,969	\$ 2,082,103
65	9/1/2030	\$ 78,000	\$ 23,424	\$ 54,576	\$ 2,027,527
66	12/1/2030	\$ 78,000	\$ 22,810	\$ 55,190	\$ 1,972,336

JOINT APPLICATION APPENDIX A

No.	Date	Payment	Interest	Principal	Balance
67	3/1/2031	\$ 78,000	\$ 22,189	\$ 55,811	\$ 1,916,525
68	6/1/2031	\$ 78,000	\$ 21,561	\$ 56,439	\$ 1,860,086
69	9/1/2031	\$ 78,000	\$ 20,926	\$ 57,074	\$ 1,803,012
70	12/1/2031	\$ 78,000	\$ 20,284	\$ 57,716	\$ 1,745,296
71	3/1/2032	\$ 78,000	\$ 19,635	\$ 58,365	\$ 1,686,930
72	6/1/2032	\$ 78,000	\$ 18,978	\$ 59,022	\$ 1,627,908
73	9/1/2032	\$ 78,000	\$ 18,314	\$ 59,686	\$ 1,568,222
74	12/1/2032	\$ 78,000	\$ 17,643	\$ 60,357	\$ 1,507,865
75	3/1/2033	\$ 78,000	\$ 16,963	\$ 61,037	\$ 1,446,828
76	6/1/2033	\$ 78,000	\$ 16,277	\$ 61,723	\$ 1,385,105
77	9/1/2033	\$ 78,000	\$ 15,582	\$ 62,418	\$ 1,322,688
78	12/1/2033	\$ 78,000	\$ 14,880	\$ 63,120	\$ 1,259,568
79	3/1/2034	\$ 78,000	\$ 14,170	\$ 63,830	\$ 1,195,738
80	6/1/2034	\$ 78,000	\$ 13,452	\$ 64,548	\$ 1,131,190
81	9/1/2034	\$ 65,000	\$ 12,726	\$ 52,274	\$ 1,078,916
82	12/1/2034	\$ 65,000	\$ 12,138	\$ 52,862	\$ 1,026,054
83	3/1/2035	\$ 65,000	\$ 11,543	\$ 53,457	\$ 972,597
84	6/1/2035	\$ 65,000	\$ 10,942	\$ 54,058	\$ 918,539
85	9/1/2035	\$ 65,000	\$ 10,334	\$ 54,666	\$ 863,872
86	12/1/2035	\$ 65,000	\$ 9,719	\$ 55,281	\$ 808,591
87	3/1/2036	\$ 65,000	\$ 9,097	\$ 55,903	\$ 752,687
88	6/1/2036	\$ 65,000	\$ 8,468	\$ 56,532	\$ 696,155
89	9/1/2036	\$ 65,000	\$ 7,832	\$ 57,168	\$ 638,987
90	12/1/2036	\$ 65,000	\$ 7,189	\$ 57,811	\$ 581,175
91	3/1/2037	\$ 65,000	\$ 6,538	\$ 58,462	\$ 522,714
92	6/1/2037	\$ 65,000	\$ 5,881	\$ 59,119	\$ 463,594
93	9/1/2037	\$ 65,000	\$ 5,215	\$ 59,785	\$ 403,810
94	12/1/2037	\$ 65,000	\$ 4,543	\$ 60,457	\$ 343,352
95	3/1/2038	\$ 65,000	\$ 3,863	\$ 61,137	\$ 282,215
96	6/1/2038	\$ 65,000	\$ 3,175	\$ 61,825	\$ 220,390
97	9/1/2038	\$ 65,000	\$ 2,479	\$ 62,521	\$ 157,869
98	12/1/2038	\$ 65,000	\$ 1,776	\$ 63,224	\$ 94,646
99	3/1/2039	\$ 65,000	\$ 1,065	\$ 63,935	\$ 30,710
100	6/1/2039	\$ 31,056	\$ 345	\$ 30,710	\$ 0
	Total	\$ 7,506,056	\$ 2,919,201	\$ 4,586,854	

No.	Date	Payment	Interest	Principal	Balance
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The Closing Date Initial Payment is to be paid by Purchaser to Seller on the Closing Date in a lump sum of \$350,000 together with an advance of the first quarterly payment, prorated from the Closing Date for the quarter ending August 31, 2014.

The remaining 80 payments of \$78,000 quarterly payments shall be paid on September 1, December 1, March 1, and June 1 of each year, followed by 20 payments of \$65,000 quarterly payments also paid on September 1, December 1, March 1, and June 1 of each year, with the last payment to be made on June 1, 2039.

All payments made pursuant to this Appendix J shall (1) be made solely from Net Revenues of the System (as such terms are defined in the Purchaser's Resolution No. 93-R-292, as amended and supplemented, hereafter referred to as the "Utilities Bond Resolution") and shall not constitute a general obligation debt of the Purchaser or a pledge of the faith and credit of the Purchaser, and (2) in all respects be treated as payments on "Subordinated Indebtedness" as defined in and in accordance with the provisions of the Utilities Bond Resolution the payment of such expressly subordinate to the payment of all Bonds (as defined in the Utilities Bond Resolution) issued at any time pursuant to the Utilities Bond Resolution and any Subordinated Indebtedness issued prior to the date of this Agreement.

AGREEMENT FOR PURCHASE AND SALE OF

WATER SYSTEM ASSETS

By and Between

WINDSTREAM UTILITIES COMPANY

Seller

and

MARION COUNTY, FLORIDA

Purchaser

April __, 2014

RESOLUTION APPENDIX 1-10

JOINT APPLICATION APPENDIX A

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- Appendix "A" (Real Property)
- Appendix "B" (Easements, licenses, etc.)
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- Appendix "G" (Contracts and Leases)

Appendix "H" (Areas served by Seller within the City of Ocala: Seller Assets in these Areas Excluded from this Agreement)

Appendix "I" (Map of Water Tank Site and Form of Water Tank Use Agreement)

Appendix "J" (Payments from Marion County, Florida, to Windstream Utilities Company)

Appendix "K" (List of Customers, Customer Accounts and Receivables)

Appendix "L" (Construction Work in Progress)

AGREEMENT FOR PURCHASE AND SALE OF WATER SYSTEM ASSETS

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER SYSTEM ASSETS (the "Agreement") is made as of this ____ day of April, 2014, by and between Windstream Utilities Company, a Florida corporation (the "Seller"), and Marion County, Florida, a political subdivision of the State of Florida (the "Purchaser").

WHEREAS, Seller owns and operates potable water supply, storage, transmission, and distribution systems (collectively, the "Utility System Assets"), located in Marion County, Florida; and

WHEREAS, the Florida Public Service Commission ("FPSC") has issued to Seller a Water Certificate No. 427-W which provides Seller with a certificated franchise service area to provide potable water to residential and general service customers in Marion County ("Utility Service Area"); and

WHEREAS, Purchaser, pursuant to Chapter 125, Florida Statutes, has the power and authority to provide potable water infrastructure and service; and

WHEREAS, Seller agrees to sell and Purchaser desires to purchase that portion of the Utility System Assets defined as the "Purchased Assets" herein for the consideration and on the terms and subject to the conditions set forth in this Agreement; and

WHEREAS, Purchaser has held a public hearing as required by law on the proposed purchase contemplated hereby and determined that the purchase contemplated in this Agreement is in the public interest.

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 hereby acknowledged, Seller and Purchaser hereby agree to sell and purchase the Purchased Assets upon the following terms and conditions:

1. RECITALS. The foregoing recitals are true and correct and are incorporated herein.

2. COVENANT TO PURCHASE AND SELL; DESCRIPTION OF PURCHASED ASSETS.

a. 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.

b. "Purchased Assets" means all of Seller's rights, title, and interest in and to all assets, business properties, and rights, both tangible and intangible, constituting the Utility System, including, but not limited to, Seller's rights, title, and interest in and to the following (but excluding the "Excluded Assets," as defined in Article 2.c. below):

i. The real property and interests in real property owned and held by Seller, in fee simple, and all buildings and improvements located thereon, as identified in Appendix "A" to this Agreement ("Real Property").

ii. All easements, licenses, prescriptive rights, rights-of-way and rights to use public and private roads, and other areas owned or used by Seller for the construction, operation and maintenance of the Purchased Assets including, but not limited to, all instruments conveying any such interests to Seller as identified in Appendix "B" to this Agreement.

iii. All water distribution facilities, water treatment facilities, wells, and facilities of every kind and description whatsoever that constitute part of the Purchased Assets, including but not limited to generators, pumps, plants, tanks, transmission mains, distribution mains, supply pipes, valves, meters, meter boxes, service connections and all other physical facilities, equipment and property installations owned by Seller and used in connection with the Purchased Assets, wherever they may be stored, together with all warranties and additions or replacements thereto, including, but not limited to those identified in Appendix "C" to this Agreement.

iv. All permits, license rights, consents, grants, leaseholds, and similar rights relating to the construction, maintenance, and operation of the Purchased Assets for the procuring, storage and distribution of potable water and every right of every character whatever in connection therewith, subject to the obligations thereof and all renewals, extensions, additions or modifications of any of the foregoing. Appendix "D" identifies all of the foregoing rights and indicates if any such right or rights are not transferable or require third party consent to transfer.

v. Items of inventory identified in Appendix "E" to this Agreement owned by Seller on the Closing Date for use in connection with the maintenance and operation of the Purchased Assets, which inventory shall not be unreasonably depleted prior to that date, including, but not limited to, all meters, pumps, pipes, valves, plumbing fixtures, chemicals, stored water, spare parts, and other materials and supplies used by Seller in connection with the Purchased Assets.

vi. All supplier lists, customer books and records, developer files, receipts for payment of connection charges, prints, blueprints, plans, as-built drawings showing all facilities of the Purchased Assets, including all original tracings, sepias, maps, CAD reproductions or other reproducible materials, engineering reports, surveys,

specifications, shop drawings, equipment manuals, maps, CAD reproductions, and other information in Seller's possession, including any rights of Seller to obtain copies of such items from engineers, contractors, consultants or other third parties, in paper and electronic form.

vii. All rights of Seller under any Developer Agreements, as identified in Appendix "F" to this Agreement, which are assumed by Purchaser pursuant to Article 10.b.iv. (the "Developer Agreements").

viii. All rights of Seller under the Contracts and Leases, as identified in Appendix "G" to this Agreement which are assumed by Purchaser pursuant to Article 10.b.iv (the "Contracts and Leases"). Appendix "G" shall include a schedule identifying any third party consents necessary for such assumptions.

c. The following "Excluded Assets" are excluded from the Purchased Assets:

i. Cash (except as provided in Article 10.b.xii.), accounts receivable, bank accounts, equity and debt securities of any nature, deposits maintained by Seller with any governmental authority, and any prepaid expenses of Seller, which are Seller's sole property as of the Closing Date.

ii. Escrow and other Seller provisions for payment of federal and state taxes and other obligations to governmental entities. Seller shall be responsible for paying any such taxes and other obligations, to the extent that they are due from the operation of the Purchased Assets prior to the Closing Date.

iii. The name and stock held in the Florida corporation known as Windstream Utilities Company.

iv. The portion or portions of the Utility System and appurtenant assets located in areas within the political boundaries of the City of Ocala, Florida, as shown on Appendix "H", hereto.

v. Seller's rights by lease, ownership or otherwise to the property upon which is located a water storage tank, and the water storage tank itself, as shown in Appendix "I", hereto. Purchaser and Seller shall enter into at Closing the agreement provided in Appendix "I" for Purchaser's temporary use of the water tank and appurtenant facilities pursuant to the terms of such agreement.

vi. Meter reading equipment.

vii. The office building and office equipment owned by LE Dlouhy personally.

d. Purchaser shall assume obligations and liabilities arising from the operation of the Purchased Assets from and after the Closing, including the debts, liabilities, and obligations of Seller only to the extent that they arise after the Closing Date under the Developer Agreements, Contracts and Leases, or other contracts or commitments expressly assumed by Purchaser. Except as provided in the preceding sentence or to the extent otherwise expressly assumed by Purchaser in writing, Purchaser does not assume and shall not be liable for any expense, assessment, exposure, fine, penalty, liability, act or omission of Seller of any kind whatsoever imposed or required by any third party (including any federal, state, or local authority), whether known or unknown, whether contingent, liquidated or unliquidated, and whether arising or accruing under contract, tort, or pursuant to statute, rule, ordinance, law, regulation or otherwise. Without limiting the foregoing, Purchaser shall not be liable for any liabilities to the extent that they are based upon or arise out of any violation of law, breach of permit obligation, breach of contract, tort, or other act or omission of Seller occurring prior to the Closing Date. Seller shall remain liable for and shall pay, perform or discharge all of Seller's liabilities and obligations, other than liabilities and obligations assumed by Purchaser; provided that Seller is not hereby limited in its right to contest in good faith any such liabilities or obligations.

3. PURCHASE PRICE. The Purchaser shall pay to Seller, subject to the additions, adjustments and prorations referenced in this Agreement, Five Hundred Thousand Dollars (\$500,000.00) at Closing, and quarterly installment payments with the first such installment payment also being made at Closing on a prorata basis, in the manner and on the dates set forth in Appendix "J" ("Installment Payments"), hereto; provided, however, such payments shall (1) be made solely from Net Revenues of the System (as such terms are defined in the Purchaser's Resolution No. 93-R-292, as amended and supplemented, hereafter referred to as the "Utilities Bond Resolution") and shall not constitute a general obligation debt of the Purchaser or a pledge of the faith and credit of the Purchaser, and (2) in all respects be treated as payments on "Subordinated Indebtedness" as defined in and in accordance with the provisions of the Utilities Bond Resolution the payment of such expressly subordinate to the payment of all Bonds (as defined in the Utilities Bond Resolution) issued at any time pursuant to the Utilities Bond Resolution and any Subordinated Indebtedness issued prior to the date of this Agreement. Notwithstanding the foregoing, Seller shall have a subordinated lien on the annual Net Revenues of the System equal to the unpaid balance of the Installment Payments. Said lien shall be subordinate to the Bonds described above and any other parity bonds issued in the future payable from the Net Revenues of the System. The documentation for the Installment Payments shall contain (a) a provision that an event of default under the Utilities Bond Resolution shall constitute an event of default under the Installment Payments, and (b) a rate covenant to charge and collect sufficient revenues to pay 100% of the interest and principal on the Bonds and all Subordinated Indebtedness, including the Installment Payments.

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

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

b. The Board of Directors and shareholders of Seller have approved Seller entering into this Agreement.

c. 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.

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

e. Seller has exclusive possession, control and ownership and good and marketable title to all Real Property.

f. Seller has exclusive ownership, possession, control, and good and marketable title to all Purchased Assets. At Closing, the Purchased Assets consisting of personal property will not be subject to any mortgage, pledge, lien, charge, security interest, or encumbrance, except Permitted Encumbrances. At Closing, Seller shall deliver title to such personal property free and clear of all debts, liens, pledges, charges or encumbrances whatsoever, except Permitted Encumbrances. Seller makes no representation or warranty as to the condition of that portion of the Purchased Assets identified in Article 2.b.iii., herein, which includes but is not necessarily limited to the assets listed on Appendix "C" and Purchaser acknowledges that it is relying on its own investigation of such assets in its decision to consummate this transaction.

g. None of the Developer Agreements identified in Appendix "F" or any other agreements binding upon Seller commit or reserve water capacity to any entity or individual for which any advances for construction, advance facility charges, pre-paid connection charges or other such payments or charges have been made.

h. The contracts and leases identified in Appendix "G" constitute all of the contracts and leases imposing obligations on Seller with respect to the Purchased Assets.

Appendix "G" shall identify those contracts and leases, if any, being assumed by Purchaser.

i. Appendix "D" contains true and correct copies of all permits, applications, or other documents relating to the Purchased Assets, together with effective dates and expiration dates (if any), issued to Seller or filed and currently pending before applicable governmental authorities including, but not limited to: (a) the Florida Department of Environmental Protection, (b) the United States Environmental Protection Agency, and (c) the Southwest Florida Water Management District. Seller is in compliance with all applicable permits, rules and regulations.

j. Appendix "K" contains a true and correct list of customers, customer deposits and accounts receivable by name and account number, setting forth the amount of each customer deposit and receivable and their aggregate totals and identifying each deposit as refundable or non-refundable.

k. Appendix "L" contains copies of all warranties held by Seller with respect to completed, or in progress, construction work with respect to the Purchased Assets, in addition to a copy of all warranties relating to the Purchased Assets.

l. Seller has requisite authority and power pursuant to its rights as lessee under that certain Lease Agreement dated May 5, 2000 to enter the Water Tank Use Agreement, attached hereto as Appendix "I", to allow Purchaser temporary use of the water tank and appurtenant facilities as described in such Use Agreement.

m. There are no current actions, suits or proceedings at law or in equity pending or, to Seller's knowledge, threatened against the Seller before any federal, state, municipal or other court, administrative or governmental agency or instrumentality, domestic or foreign, which affect the Purchased Assets or the Seller's right and ability to make and perform its obligations under this Agreement; nor is the Seller aware of any facts which to its knowledge are likely to result in any such action, suit or proceeding. Seller is not in default or non-compliance and has not received written notice of default with respect to any permit, order or decree of any court or of any administrative or governmental agency or instrumentality affecting the Purchased Assets. Seller agrees and warrants that it shall have a continuing duty to disclose up to and including the Closing Date the existence and nature of all pending judicial or administrative suits, actions, proceedings and orders which in any way relate to the operation of the Purchased Assets.

n. Environmental Law Compliance.

i. Definitions.

1. "Environmental Law" means any federal, state, or local statute, regulation, or ordinance, relating to the protection of human health or the environment in effect as of the Closing Date and includes, but is not limited to, The Florida Air and Water Pollution Control Act (Chapter 403, Florida Statutes), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") (42 U.S.C. § 9601 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Clean Water Act (33 U.S.C. § 1251 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), and the Safe Drinking Water Act, (42 U.S.C. § 300f et seq.), as such have been amended or supplemented as of the Closing Date, the regulations promulgated pursuant thereto, and in effect as of the Closing Date and any conditions and requirements contained in any permits possessed by Seller from any federal, state or local agencies necessary to operate the Purchased Assets.

2. "Hazardous Material" means petroleum or any substance, material, or waste which is regulated under any Environmental Law in Florida, without limitation, any material or substance that is defined as or considered to be a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," "restricted hazardous waste," "pollutant," "toxic waste," or "toxic substance" under any provision of Environmental Law.

3. "Release" means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, or dispersal into the environment, at or from any property owned or operated by Seller or related to Hazardous Materials generated by Seller, which is prohibited under any Environmental Law.

4. "Remedial Action" means all actions required under applicable Environmental Laws to (i) clean up, remove, or treat any Hazardous Material to levels at which no further action is required; (ii) prevent the further Release or threat of Release, or minimize the further Release of any Hazardous Material so it does not endanger or threaten to endanger public health or welfare or the environment; or (iii) perform pre-remedial studies and investigations or post-remedial monitoring and care directly related to or in connection with any such remedial action.

ii. Representations of Seller Regarding Environmental Laws Compliance:

1. Seller is in compliance with all applicable Environmental Laws and is not aware of any facts that would be a basis for Seller to believe any non-compliance exists.

2. Seller has obtained all permits required, or has submitted applications for such permits in a timely manner, under applicable Environmental Laws necessary for the operation of the Purchased Assets as presently conducted as of the date of this Agreement.

3. Seller has not received within the last three years written notice of any violation by Seller of applicable federal, state or local statutes, laws and regulations (including, without limitation, any applicable environmental, building, zoning, or other law, ordinance or regulation) relating to the Purchased Assets, which has not been cured.

4. No polychlorinated biphenyl or asbestos-containing materials, in violation of Environmental Law, are present at the Real Property, nor are there any underground storage tanks, active or abandoned, at the Real Property.

5. There is no Hazardous Material in violation of Environmental Law located at any of the Real Property; the Real Property is not listed or formally proposed for listing under CERCLA, the Comprehensive Environmental Response, Compensation Liability Information System ("CERCLIS") or on any similar state list that is the subject of federal, state, or local enforcement actions or other investigations that may lead to claims against Seller for clean-up costs, remedial work, damages to natural resources, or for personal injury claims, including, but not limited to, claims under CERCLA; and Seller is aware of no facts that would form the basis for Seller to be named in such claims or for any similar action to be brought against Seller.

6. No written or verbal notification of a Release of a Hazardous Material has been filed by or on behalf of Seller with respect to the Real Property. No such Real Property is listed or proposed for listing on the National Priority List promulgated pursuant to CERCLA, or CERCLIS, or any similar state list of sites requiring investigation or clean up.

7. No Hazardous Material has been released in material violation of Environmental Law at, on, or under the Real Property during the time period that Seller has owned the Real Property.

p. No representation or warranty made by the Seller in this Agreement contains any untrue statement of material facts or omits to state any material fact required to make the statements herein contained not misleading.

q. Seller acknowledges receipt from the County of the Utilities Bond Resolution, has had sufficient time to review it and has reviewed it, along with its own attorneys if desired, and has had the opportunity to ask any questions of the Purchaser that Seller may have regarding such Utilities Bond Resolution.

r. Seller possesses the legal rights and authority to enter the Water Tank Lease Agreement attached as Appendix "I" and grant Purchaser the easement rights provided therein. Seller shall indemnify and hold Purchaser harmless for any costs incurred by Purchaser in relation to any dispute or challenge to Purchaser's lease and use of the water tank pursuant to the lease and related easement.

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

a. 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.

b. 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.

c. 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.

6. TITLE INSURANCE AND PERMITTED ENCUMBRANCES.

a. Within five (5) days of this Agreement, Seller shall, through a title insurance agent of its choice (the "Title Agent"), cause a current title insurance commitment to be issued by a title insurance company authorized to conduct business in Florida (the "Title Insurer"), and delivered to Purchaser and Seller, covering the Real Property in an amount equal to \$ 4,800,000. The cost of the title insurance commitment and title insurance policy shall be borne by Seller. The title insurance commitment shall commit the Title Insurer to issue an owner's title insurance policy to Purchaser covering the Real Property (substantially in accordance with the ALTA Standard Owner's Form B), reflecting title to the Real Property to be insurable, except for the Permitted Encumbrances (as defined in Article 6.f. below), and the standard exclusions from coverage; provided, however, that the Title Insurer shall delete the standard exceptions for such items as materialman's liens, survey, and mechanic's liens. Seller shall execute at or prior to Closing, in favor of Purchaser and the Title Agent the appropriate mechanic's lien affidavit and "Gap" affidavit sufficient to allow the Title Agent to delete all standard exceptions addressed by such affidavits.

b. Purchaser shall notify Seller in writing no less than twenty (20) days after receipt of the title insurance commitment of any material defect in Seller's title to the Real Property, other than those accepted herein and the Permitted Encumbrances. Such

written notice shall identify all exceptions, encumbrances, liens, easements, covenants, restrictions or other defects in Seller's title to the Real Property (other than the Permitted Encumbrances) which render or may render Seller's title to the Real Property (i) unmarketable in accordance with standards adopted by The Florida Bar, or (ii) uninsurable. Any objections to title defects disclosed in the title insurance commitment to the extent not shown on the notice furnished by Purchaser in accordance with the provisions of this paragraph shall be deemed to have been waived by Purchaser and Purchaser shall not be entitled to any damages or other remedies with respect to any such waived defects. Seller shall have twenty (20) days after receipt of Purchaser's notice to eliminate the objections to title set forth in Purchaser's notice. However, in no event shall Seller be required to bring suit or expend any sum in excess of \$50,000 in the aggregate to cure title defects (exclusive of mortgages against the Real Property) that Seller has an obligation to discharge on or before Closing pursuant to the terms of this Agreement. If Seller fails to deliver title as herein provided, then Purchaser may:

i. Accept whatever title Seller is able to convey with no abatement of the Purchase Price; or

ii. Reject title and terminate this Agreement with no further liability to either Purchaser or Seller.

c. Purchaser may not object to title by reason of the existence of any mortgage, lien, encumbrance, covenant, restriction or other matter that (i) may be satisfied with a payment of money and Seller advises Purchaser that Seller elects to do so by paying same at or prior to the Closing; (ii) any mechanic's lien or other encumbrance that can be released of record, bonded or transferred of record to substitute security so as to relieve the Real Property from the burden thereof and Seller advises Purchaser that Seller elects to do so at or prior to Closing; or (iii) the Title Insurer affirmatively insures-over.

d. If Purchaser desires to have any standard survey exceptions deleted or modified in the title policy, Purchaser shall have the right to survey the Real Property and deliver to the Title Agent, no later than thirty (30) days prior to the Closing, properly certified surveys of the Real Property that comply with Florida law.

e. Seller shall cause the Title Agent to deliver, promptly after Closing, the title insurance policy issued on the binder.

f. "Permitted Encumbrances" include the following:

i. All building restrictions, zoning regulations, laws, ordinances, resolutions, regulations and orders of any governmental authority having jurisdiction over the Real Property and the use thereof.

ii. Easements, restrictions, reservations, rights-of-way, conditions and limitations of record, if any, none of which, however, shall now or potentially in the future impair or restrict the use of the Real Property or the operation of the Utility System.

7. 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 Closing:

a. Neither Party is prohibited by decree or law from consummating the transaction.

b. There is no legal action or proceeding pending that challenges the right or ability of either Party to perform its obligations under this Agreement, 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 manner Purchaser's use, title, or enjoyment of the Purchased Assets.

c. Each of the parties hereto has performed all of the undertakings required to be performed by them under the terms of this Agreement.

d. There is no material adverse change in laws that apply to water utilities systems, and no material adverse change in the condition of the Purchased Assets. For purposes of this Agreement, a "material adverse change" shall mean any such change that, either individually or in the aggregate, shall have been or insofar as can reasonably be foreseen will be materially adverse to the condition of the Purchased Assets or to the business operations of the Purchased Assets under Purchaser's ownership. However, a "material adverse change" does not include any of the following: (i) any action taken by Seller at Purchaser's written request; (ii) any general economic, political, and financial market changes, foreign or domestic; (iii) changes in laws or regulations or interpretations thereof that do not specifically apply to water or waste water utilities; (iv) weather or a natural disaster, to the extent it does not physically damage the Utility System or cause the loss of two percent (2%) or more of Seller's customer base; or (v) any circumstance, change or effect that results from any action taken at the request of Purchaser.

e. All warranties and representations of the other party are true in all material respects as of the Closing.

f. Seller and Purchaser have both signed the Water Tank Lease Agreement provided in Appendix "I" relating to Purchaser's temporary use of a water tank and appurtenant facilities and land.

8. PRE-CLOSING CONDUCT; COVENANTS. Prior to Closing the parties covenant and agree to conduct themselves as follows:

a. Purchaser shall have forty-five (45) days after the execution of this Agreement to complete, at its expense, financial, legal, environmental, engineering and operational compliance investigation of the Purchased Assets. Purchaser shall have the right, at its sole discretion, to terminate this Agreement for any defect or problem revealed. Purchaser shall provide Seller with written notice of termination within ten (10) days of completion of due diligence. During the forty-five (45) day due diligence period, Seller shall provide Purchaser and its representatives access to the Purchased Assets, including all sites upon which water facilities are located, business and customer records, agreements, computers and software, during business hours, following twenty-four (24) hours' notice from Purchaser.

b. Seller shall provide Purchaser or continue to provide Purchaser with ready access to inspect and copy the following to the extent they are in the possession of Seller, its employees, representatives, consultants or agents (including accountants, lawyers, engineers, surveyors and other contractors utilized by Seller):

i. All plans and specifications showing the Utility System as now constructed (as-built), including any under construction, together with a detailed engineering map showing the Purchased Assets and appurtenances as now constructed.

ii. Deeds and other evidence of ownership or rights to the Real Property identified in Appendix "A."

iii. Surveys of the Real Property.

iv. Easements, licenses, prescriptive rights and rights-of-way identified in Appendix "B."

v. Seller information and documents necessary to permit Purchaser to fulfill its obligations under section 125.3401, Florida Statutes.

c. Purchaser may cause to be performed at its sole expense a Phase I environmental site assessment (and a subsequent Phase II, if necessary) of the Real Property or any parcel thereof. A copy of the report or reports shall be provided to Seller within ten (10) days of receipt by Purchaser. If such survey discloses the presence of any Hazardous Material, Seller shall have the right to perform such cleanup and remediation as is necessary hereunder. Upon Seller's failure to perform such cleanup and remediation prior to Closing, Purchaser may elect, as its sole remedy, to either (i) terminate this Agreement, in which event neither party shall have any liability to the other; or (ii) proceed to Closing without abatement of the Purchase Price.

d. All necessary public hearings required to authorize Purchaser to enter this Agreement will have been duly held prior to the Closing Date.

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

i. Operate and maintain the Purchased Assets in a normal and ordinary manner to ensure that the condition of the Utility System and the Purchased Assets and the inventory on hand shall not be materially diminished or depleted, normal wear and tear and usage excepted;

ii. Promptly notify Purchaser of any notification received by Seller from any governmental authority, person, business, or agency of any existing or potential Environmental Law violation;

iii. Promptly notify Purchaser of any event, activity or occurrence that, to Seller's knowledge, has or is reasonably likely to have, a material adverse effect upon the Purchased Assets or this transaction.

iv. Maintain its existing levels of insurance on the Purchased Assets. The risk of any loss of the Purchased Assets shall remain with Seller until the closing.

v. Not enter into any new developer agreements or modify any existing developer agreements.

vi. Not accept payment of connection charges or other monetary payment in lieu of contributed property pursuant to the terms of any current or future developer agreements. If Seller violates this covenant, the payments to be made by Purchaser pursuant to Appendix "J" shall be reduced by the amount of any such connection charges beginning with the first payment and any balance carrying forward to subsequent payments until the total amount of connection charges or other monetary payment received by Seller is accounted for. Any pre-paid connection charges or other monetary payment made by a third party to Seller to reserve capacity served by the Purchased Assets where no connection has occurred as of the Closing Date, shall reduce Purchaser's payments to Seller in the same manner.

vii. Seller shall cooperate with Purchaser's efforts to notify governmental agencies of the transaction contemplated in this Agreement and secure the transfer of permits, or portions thereof, such as are necessary for Purchaser's continued operation of the Purchased Assets after the Closing.

9. TERMINATION OF AGREEMENT.

a. This Agreement may be terminated (i) by mutual written consent of the parties, (ii) by either party if the transactions contemplated hereby have not closed by June 11, 2014, or (iii) as provided in paragraphs b. and c. below.

b. Purchaser may terminate this Agreement, in its sole discretion, upon the occurrence of any of the following:

i. The failure, in any material respect, of any conditions precedent to closing set forth in Article 7.

ii. Any material breach of this Agreement by Seller including, but not limited to, a material breach of any representation, covenant or warranty if Seller has not cured such breach on or before Closing.

iii. Any other basis for termination by Purchaser set forth in this Agreement including, but not limited to, section 8.a.

c. Seller may terminate this Agreement, in its sole discretion, upon the occurrence of any of the following:

i. The failure, in any material respect, of any of the conditions precedent to closing set forth in Article 7.

ii. Any material breach of this Agreement by Purchaser including, but not limited to, a material breach of any representation, covenant or warranty if Purchaser has not cured such breach on or before Closing.

iii. Any other basis for termination by Seller set forth in this Agreement.

d. 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 party by delivering the notice as provided in section 12.c.

e. Upon the termination of this Agreement, the following shall occur:

i. 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.

ii. Except as provided in Article 9.f. below, there shall be no liability and no further obligations between or among the Purchaser or Seller, or their respective officers, directors, representatives or consultants, other than as provided for herein.

f. If no basis for termination exists as set forth in this Agreement and if, on or before June 11, 2014, (i) a party (either Purchaser or Seller) to this Agreement (the "First Party") is ready, willing and able to complete the sale and purchase of the Purchased Assets on the terms set forth in this Agreement, (ii) all conditions precedent to the obligations of the other party (the "Other Party") set forth in Article 7 have been satisfied (or waived by the Other Party), and (iii) the Other Party is unable or otherwise declines for any reason to complete the sale and purchase of the Purchased Assets on the terms set forth herein, then the Other Party shall be in breach of this Agreement and the First Party shall have the right (1) to specific performance of the Other Party's obligation to complete the sale and purchase of the Purchased Assets, and (2) to recover the reasonable fees and expenses of attorneys' and expert witnesses incurred (at all levels of litigation) in enforcing its rights under this Agreement. The provisions of this section 9.f. shall survive any termination of this Agreement.

10. CLOSING.

a. This transaction shall be closed on June 11, 2014, at the office of the Purchaser, located in Ocala, Florida. All closing procedures shall be subject to the customary and reasonable practices and requirements of Purchaser and Purchaser's counsel. Should this transaction not close by end of business on June 11, 2014 then the County's Closing Date Initial Payment shall be increased by \$25,000 for each month, or portion thereof on a prorated basis, past June 11, 2014 that closing has not occurred, except if such delayed closing is the result of Seller's inability to deliver clean title or Seller's failure to provide access to the County promptly for the conduct of activities described in Article 8 of this Agreement, in which event no such additional payment shall be due from the County.

b. At Closing:

i. Purchaser shall pay the initial payments indicated in Article 3 and on Appendix "J", subject to any adjustment as provided for in this Agreement.

ii. Title to the Real Property shall be conveyed to Purchaser by warranty deed free of all claims, liens, or encumbrances whatsoever, other than Permitted Encumbrances. Title to the remaining Purchased Assets shall be conveyed to Purchaser by Bill of Sale free of all claims, liens, or encumbrances, whatsoever, other than those to be terminated at Closing. Seller shall further provide to Purchaser such other instruments of conveyance as shall be, in the reasonable opinion of Purchaser and its counsel,

necessary to transfer the Purchased Assets in accordance with this Agreement and, when necessary or desirable, in recordable form.

iii. Seller shall assign to Purchaser its right, title and interest in those easements, licenses, etc. identified in Appendix "B."

iv. Seller and Purchaser shall enter into separate Assignment and Assumption Agreements with respect to the (i) Developer Agreements identified in Appendix "F", and (ii) the Contracts and Leases to be assumed by Purchaser identified in Appendix "G." Notwithstanding the foregoing, during the forty-five (45) day due diligence period provided under section 8.a. of this Agreement, Purchaser may give Seller written notice of Purchaser's decision not to permanently assume any one or more of the Developer Agreements or Contracts and Leases that Purchaser determines, in its sole discretion, are not consistent with the ordinary business practices of Purchaser or otherwise are not in Purchaser's best interest, in which event Seller may elect to terminate this Agreement and refuse to close, without any liability on the part of either party.

v. Documentary stamps shall be paid by Seller pursuant to section 201.01, Florida Statutes.

vi. Recording fees to record the deeds and any other instruments necessary to deliver title to the Purchaser shall be paid by the Purchaser.

vii. Seller shall file, before they become past due, all tax returns and shall pay, when due, all taxes due and owing from the operation of the Purchased Assets and the sale thereof to Purchaser.

viii. Seller shall be responsible for any past due and all ad valorem taxes, prorated through the Closing in accordance with the requirements of section 196.295, Florida Statutes, and shall escrow funds with the title agent or Marion County Tax Collector if so required.

ix. Impact/Connection Fees (including plant capacity, transmission line capacity, or other unit connection fees paid for the availability of utility capacity), if any, received by Seller prior to the Closing Date related to the Purchased Assets shall be retained by Seller as of the Closing Date if connections related to such Impact/Connection Fees to the Utility System have been made prior to such date. Impact/Connection Fees received by Seller related to the Purchased Assets where no connection has been made prior to the Closing Date shall be accounted for in the manner provided in section 8.e.vi of this Agreement. Impact/Connection fees imposed by Purchaser and paid after the Closing Date shall be the property of Purchaser.

x. Each of the parties shall pay the fees of its own attorneys, bankers, engineers, accountants, and other professional advisers or consultants incurred in connection with the negotiation and execution of this Agreement.

xi. All costs for services, materials and supplies rendered in connection with the operation of the Purchased Assets prior to and including the day of Closing including, but not limited to, electricity, telephone service and other such services, materials and supplies ("Accounts Payable") shall be paid by Seller at or prior to the Closing Date. Purchaser shall be responsible for all such costs and expenses incurred subsequent to Closing. No prorations shall be made at Closing and Purchaser shall initiate new contracts with all vendors or suppliers of materials, supplies and services as Purchaser may desire.

xii. Seller shall convey to Purchaser by electronic transfer of funds all customer deposits and interest accumulated thereon through the day of Closing. Purchaser shall assume liability for customer deposits which are conveyed to Purchaser by Seller at Closing.

xiii. 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 such party to close the transaction.

3. All representations and warranties of such party contained in this Agreement are true and correct in all material respects as of the Closing, and such party has complied in all material respects with its covenants under this Agreement.

xiv. 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 knowledge, the execution, delivery and performance of this Agreement will not violate any material agreement of or binding on, or any law applicable to, Seller.

4. Neither the execution nor the delivery of the Closing documents will conflict with or result in a material breach by Seller or constitute a default or an event of default under any contract, agreement, instrument, court order, or judgment or law to which Seller may be bound.

5. There are no proceedings or claims pending against Seller in any court of law or in equity, or before or by any instrumentality which, if determined adversely to the Seller, would have an adverse effect upon Purchaser's rights under this Agreement or the Closing documents or adversely affect Seller's ability to perform its obligations under this Agreement or Purchaser's ability to operate the Purchased Assets subsequent to Closing.

6. Except for FPSC approval of the sale of the Utility System to Purchaser, which sale the FPSC is required to approve as a matter of right under section 367.071, Florida Statutes, to Seller's counsel's knowledge no consent, approval or other action by any United States, federal or state regulatory authority or other person or entity is required for the execution, delivery or performance of any of the Closing documents by Seller or to establish the validity or enforceability of such documents by Purchaser.

xv. 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 as a public body of the State of Florida pursuant to the interlocal agreement and Florida Statutes.

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 knowledge, the execution, delivery and performance of this Agreement will not violate any agreement of, or binding on, or any law applicable to, Purchaser.

4. Neither the execution nor the delivery of the Closing documents will conflict with or result in a material breach by Purchaser or constitute a default or an event of default under any contract, agreement, instrument, court order, judgment or law to which Purchaser may be bound.

5. To Purchaser's counsel's knowledge, there are no proceedings or claims pending or threatened against or affecting Purchaser in any court of law or in equity, or before or by any instrumentality which, if determined adversely to the same, would have an adverse effect upon Seller's rights under the Closing documents or adversely affect Purchaser's ability to perform its obligations under this Agreement.

6. To Purchaser counsel's knowledge, no consent, approval or other action by any United States, federal or state regulatory authority or other person or entity is required for the execution, delivery or performance of any of the Closing documents by Purchaser or to establish the validity or enforceability of such documents by Seller.

11. POST CLOSING COOPERATION.

a. After Closing, Seller and Purchaser shall upon reasonable request of the other execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all such further documents, acts, deeds, assignments, transfers, powers of attorney and assurances as may be required to implement and perform any of the obligations, covenants and agreements of the parties.

b. The respective representations and warranties of the parties contained in this Agreement or any document delivered pursuant to this Agreement shall survive the consummation of the transactions contemplated hereby and continue for a period of two years from the Closing, and thereafter shall terminate.

c. Seller shall be entitled to all revenue for services rendered through the day prior to the Closing Date. Purchaser shall be entitled to all revenue for services rendered on the Closing Date and thereafter.

12. MISCELLANEOUS PROVISIONS.

a. This Agreement, the Appendices 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, 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.

b. Within ten (10) days after Closing, Seller shall prepare and submit a notice of the transfer of the system to the FPSC. Purchaser shall acknowledge the sale in a letter to FPSC in support of the transfer of the Purchased Assets to Purchaser. Seller shall file reports required to satisfy its outstanding gross receipts tax, regulatory assessment fees, and other obligations and governmental assessments through Closing. All of Seller's costs and expense relative to the termination of Seller's relationship with the FPSC shall be borne by Seller. A copy of the FPSC order acknowledging sale of the system to Purchaser shall be promptly provided to Purchaser upon Seller's receipt thereof.

c. Any notice or other document required or allowed to be given 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 electronic or facsimile transmission with written confirmation.

If to Seller, such notice shall be delivered at:

Windstream Utilities Company
3002 Northwest 10th Street
Ocala, Florida 34475

with a copy to:

William Sundstrom
Sundstrom & Mindlin, LLP
2548 Blairstone Pines Drive
Tallahassee, Florida 32301

If to Purchaser, such notice shall be delivered at:

Flip Mellinger
Marion County Utilities
1219 South Pine Avenue
Ocala, Florida 34471

with a copy to:

Guy Minter, Esq.
Marion County Attorney
601 Southeast 25th Avenue
Ocala, Florida 34471-2690

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

e. The drafting of this Agreement was a joint effort of the parties. In the interpretation hereof it shall be assumed that no party had any more input or influence than any other.

f. 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 signatory hereto.

g. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid and unenforceable, such holding shall not invalidate or render unenforceable any other provisions hereof.

h. 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, except as may be restricted by Florida law.

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

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

k. All words, terms, and conditions herein contained are to be read in concert, each with the other, and a definition of a word or term contained in one section of this Agreement shall apply to such word or term when used in another section.

l. Except as provided for herein, this Agreement may not be assigned without the prior written consent of the non-assigning party. If properly assigned, this Agreement shall be binding upon and inure to the benefit of the parties' successors and assigns.

m. For purposes of this Agreement, an individual is deemed to have "knowledge" of a particular fact or other matter only if such individual has actual awareness of such fact or matter. All references in this Agreement to the Seller's "knowledge" means the actual knowledge of any of the following persons: LE "Butch" Dlouhy.

n. Seller hereby agrees that it shall, to the fullest of its ability, require any affiliate or commonly-held corporation to provide to Purchaser prior or subsequent to Closing, at no cost to Purchaser, the Purchased Assets together with easements, consents, or other things or acts as may be reasonably required by Purchaser to operate the Purchased Assets subsequent to Closing.

o. This Agreement is solely for the benefit of the Seller and Purchaser 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 signatory to 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.

ATTEST:

WINDSTREAM UTILITIES COMPANY

Secretary

LE Dlouhy, President

(SEAL)

ATTEST:

MARION COUNTY BOARD
OF COUNTY COMMISSIONERS

Clerk

David R. Ellspermann

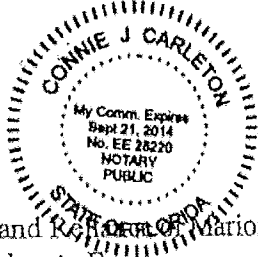
(SEAL)

Carl Zalak, III, Chairman

BCC Approved: 5/6/14

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me this 14th day of May, 2014 by LE Dlouhy, as President of Windstream Utilities Company, a Florida corporation, on behalf of the corporation. He is personally known to me.



Connie J. Carleton
Notary Public

My Commission Expires: Sept 21, 2014

For Use and K-9 Form of Marion County Only,
Approved as to Form

Matthew G. Minter
Matthew G. Minter
County Attorney

APPENDIX A

REAL ESTATE

Parcel Identification Number	Property Description
3563-000-002	.04 acres Well Site

A portion of Tract "M", Block K, Sun Country Estates II, as recorded in Plat Book V, pages 90 and 91, of the Public Records of Marion County, Florida, being more fully described as follows:

Commence at the Northwest corner of the Northeast ¼ of the Southwest ¼ of Section 17, Township 16 South, Range 21 East, Marion County, Florida; thence run South 89°47'54" East along the north boundary of said Northeast ¼ of Southwest ¼ of Section 17 (also the centerline of S.W. 85th Street right-of-way, 80.0 feet wide), 46.08 feet; thence depart said centerline South 03°02'06" West, 57.65 feet to the Point of Beginning; thence continue South 03°02'06" West 20.60 feet; thence depart South 89°31'33" East 72.88 feet; thence North 02°13'06" East 20.45 feet; thence North 89°24'57" West 72.59 feet to the Point of Beginning.

3562-000-101	1.5 acres Well Site/Treatment Plant
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Tract "A"-1 being a portion of Tract "A", Block "C", Majestic Oaks being more particularly described as follows:

Beginning at the S.E. Corner of Tract "A", Block "C", Majestic Oaks as per plat thereof recorded in Plat Book "I" pages 79-80 of the Public Records of Marion County, Florida and proceed N89°32'12"W along the North Right-of-Way line of S.W. 82 Street (being 60 feet wide) a distance of 60.00 feet; thence N00°27'46"W a distance of 22.74 feet; thence N68°46'53"W a distance of 202.87 feet; thence N08°20'13"E a distance of 282.91 feet; thence S59°54'57"E a distance of 242.65 feet; thence S00°27'46"E a distance of 254.94 feet to the Point of Beginning.

PARCEL IDENTIFICATION NUMBERS AND PROPERTY DESCRIPTIONS ARE FOR IDENTIFICATION PURPOSES ONLY. LEGAL DESCRIPTIONS MAY BE REVISED FOR USE IN DEEDS AT CLOSING BASED ON REQUIREMENTS OF THE TITLE INSURER AND UPON AGREEMENT OF THE PARTIES.

**APPENDIX B
EASEMENTS, LICENSES, ETC.***

1. That certain Easement, dated May 7, 1990, between Mitchell and Frances Miller, as grantors, and Windstream Utilities, Inc., as grantee, recorded in Official Records Book 1658, Page 1935 of the public records of Marion County, Florida.
2. That certain Easement, dated February 27, 1997, between Quesenberry Enterprises, Inc., as grantor, and Windstream Utilities Company, Inc., as grantee, recorded in Official Records Book 2344, Page 1036 of the public records of Marion County, Florida, subject to that certain Subordination of Utility Interests, dated September 29, 1998, by and between the State of Florida Department of Transportation and Windstream Utilities Company, recorded in Official Records Book 2558, Page 1064 of the public records of Marion County, Florida.
3. That certain Easement, dated April 20, 1998, between Jasmine Properties Florida General Partnership, as grantor, and Windstream Utilities Company, Inc., as grantee, recorded in Official Records Book 2547, Page 1528 of the public records of Marion County, Florida.
4. That certain Easement, dated August 28, 1998, between Dan Ritz, as grantor, and Windstream Utilities Company, Inc., as grantee, recorded in Official Records Book 2547, Page 1527 of the public records of Marion County, Florida.
5. That certain Easement, dated May 14, 1990, between Erne DeGregorio, as grantor, and Windstream Utilities, Inc., as grantee, recorded in Official Records Book 3061, Page 375 of the public records of Marion County, Florida.
6. That certain Easement, dated May 13, 1990, between The New Apostolic Church, as grantor, and Windstream Utilities, Inc., as grantee, recorded in Official Records Book 3061, Page 377 of the public records of Marion County, Florida.
7. That certain Utility Easement, dated May 26, 2006, between Roger Wayne Bruce and Gail Bond (aka Gail Gullette), as grantors, and Windstream Utilities Company, as grantee, recorded in Official Records Book 4473, Page 1873 of the public records of Marion County, Florida.
8. That certain Utility Easement, dated April 28, 2006, between Gregory Degames, as grantor, and Windstream Utilities Company, as grantee, recorded in Official Records Book 4473, Page 1876 of the public records of Marion County, Florida.

9. That certain Personal Representative's Deed, dated March 8, 1993, by Sally Boyd, as personal representative to the Estate of Roy Thagard Boyd, Jr., also known as R.T. Boyd, Jr., deceased, to Windstream Utilities Company, recorded in Official Records Book 1978, Page 627 or the public records of Marion County, Florida.
10. All other Easements to be assigned by Seller and assumed by County in accordance with the Agreement.

APPENDIX C
TREATMENT PLANTS, ETC.

MAJESTIC OAKS

20' X 10' STORAGE BUILDING; 10' X 10' CHLORINE ROOM
 100 kW STAND BY GENERATOR, DIESEL
 3 WELLS: #1 - 12" WELL W/60 HP PUMP (GOULDS)
 #2 - 12" WELL W/40 HP PUMP (GRUNDFOS)
 #4 - 12" WELL W/40 HP PUMP (GRUNDFOS)
 10,000 GALLON STORAGE TANK (DIXIE ASME)
 20,000 GALLON STORAGE TANK (DIXIE ASME)
 100 GALLON CHLORINE TANK
 3 - STENNER PUMPS 85 MHP 17
 (RADIO TELEMETRY SYSTEM TO COMMUNICATE WITH TOWER - SEE
 BELOW)

Book Property Detail

<u>Property Description</u>	<u>Date Acquired</u>
401 Radio Telemetry @ water tower/Well	6/29/07
416 Power Equipment	6/30/10
417 Communication Equipment	6/30/10
173 Pressure Tank	11/29/99
172 Well #1- Plug from 310 to 265' Majestic	11/18/99
174 Well #2 - 40 HP Grundfos Liquid	
135 50 HP Motor w/starter Majestic Oakes	7/01/95
50 Wells #1 0 310' - Majestic Oakes	10/01/89
51 Pump - Majestic Oakes	10/01/89
394 Well pump	10/18/07
49 Reservoirs - Majestic Oakes	10/01/89
296 Fence 264lf - Tower	6/17/03
48 Fencing - Majestic Oakes	10/01/89
407 Pumping Equipment	6/30/09

395	Water Tower	6/30/07
286	40' DR18 CL150 Pipe 8" - Tower	6/17/03
287	DR18 CL150 Pipe 12" 60' - Tower	6/17/03
488	4500-01 Valve 12" 2ea - Tower	6/17/03
289	F6100 Gate Valve 6" - Tower	6/17/03
290	Valve Box 3ea - Tower	6/17/03
291	F6100 Gate Valve 8" - Tower	6/17/03
292	DR18 CL150 Pipe 6" 200' - Tower	6/17/03
300	Tie in To Main - Tower	6/17/03
170	MAINS	6/30/96
126	MAINS - Majestic Oaks Phase #2	1/01/95
127	MAINS - Majestic Oaks Phase #3	1/01/95
71	MAINS - Pidgeon Park	1/23/01
52	MAINS - Majestic Oaks	10/01/89
36	SERVICES - Majestic Oaks	01/01/89

SUN COUNTRY

40' X 60' LAND SITE
 30 kW STAND BY GENERATOR, DIESEL
 2 WELLS: 8" WELL W/15 HP PUMP (GRUNDFOS)
 12" WELL W/30 HP PUMP
 10,000 GALLON STORAGE TANK (HYDRO WITH WHITE WATER AIR PUMP)
 30 GALLON CHLORINE TANK & 1 - MIX TANK
 2 - STENNER PUMPS 85 MHP 17

Book Property Detail

<u>Asset</u>	<u>Property Description</u>	<u>Date Acquired</u>
295	Turbine Meter 4"	6/17/03
123	Chlorine feed Pump - Sun Country	9/16/94
31	PUMP - Sun Country	4/08/88
378	Fence - Sun Country Plant	8/22/06
379	Electrical - Sun Country Well	7/12/06
402	Well - Sun Country	6/30/08

22 Sun Country Plant & Mains

7/01/85

WINDSTREAM (SERVING UNINCORPORATED TERRITORY)

Book Property Detail

<u>Asset</u>	<u>Property Description</u>	<u>Date Acquired</u>
380	Well Pump – Grundfos	12/31/06
387	La Familia Med Ctr	11/30/06
389	Chemical Pumps	11/30/06
384	Jasmine Development	10/30/06
390	Boyd Development	8/25/06
381	Upgrade Meters to Electric Read	6/30/06
367	10 - 1"; 12 - 5/8"; 1 - 1.5" meters Jas Walk L14	12/15/05
366	1 - 1.5"; 1- 1" Meters - Jas Walk Its 1 & 2	9/16/05
370	4 - 1" meters: Jas Walk L6 & L7	9/16/05
374	2005 Meters	9/16/05
354	Used Caterpillar Diesel Generator	12/23/04
355	Pumping equip.	6/30/04
356	Water Treatment Equipment	6/30/04
359	2004 Meters	6/30/04
363	Misc Plant	6/30/04
299	Meter installations	6/30/03
307	2003 Meter additions	6/30/03
314	Misc plant	5/01/03
313	Tank Meter	4/22/03
317	Misc plant	1/01/03
318	Treatment Equip	1/01/03
271	2002 Additions	6/30/02
275	2002 Additions	6/30/02
280	Pump & Install	6/30/02
242	Fire Hydrant Meter	6/30/01
228	Well Pump	6/30/00
229	Chlorinator	6/30/00
163	4 meters 1 - 1"; 2 - 2"	6/30/98
168	1998 Addition	6/30/98

256	Caterpillar Generator Set	6/30/98
167	1998 Addition	3/31/98
152	1 Meters - ABB meters 1"	10/17/97
152	1997 Additions	7/01/97
146	1996 Addition	7/01/96
122	Portable Pump	9/13/94
404	Meters/meter installations	6/30/08
396	Meters/meter installations	6/30/07
278	2002 Additions	6/31/02
250	Supply Mains - Bellewether	6/30/01
18	Dist Reservoir & Standpipe - Windstream	1/01/85
283	Yard Piping - Jasmine - 2000 lf 4" PVC	10/13/03
306	New Elect Serv - Majestic Oaks Plant	7/31/03
961	Meters	7/01/12
962	Hydrants	6/30/12
413	Meters	6/30/10
414	Hydrants	6/30/10
408	Mains	6/30/09
409	Services	6/30/09
410	Meters	6/30/09
411	Hydrants	6/30/09
403	Tona Project	4/18/08
405	Municipal service company	3/31/08
397	Hydrants	12/18/07
388	La Familia Med Ctr	11/30/06
385	Jasmine Development	10/30/06
386	Jasmine Development	10/30/06
391	Boyd Development	8/25/06
392	Boyd Development	8/25/06

368	Hydrant Install: Jas Walk L14	12/15/05
369	Service Line Jas Walk L 14	12/15/05
371	Jasmine Walk - Kolaventy	6/30/05
372	Jasmine Walk - Kolaventy	6/30/05
373	Jasmine Walk - Kolaventy	6/30/05
375	SW Christian Church	4/30/05
357	T & D Mains	6/30/04
358	Services	6/30/04
360	2004 Additions	6/30/04
322	12" DR25 1030lf - Bent Tree 2	12/31/03
323	12" DR18 100lf - Bent Tree 2	12/31/03
324	6" DR25 240lf - Bent Tree 2	12/31/03
325	6" DR18 40lf - Bent Tree 2	12/31/03
326	4" DR25 1820lf - Bent Tree 2	12/31/03
327	12" Gate Valve 2ea - Bent Tree 2	12/31/03
328	6" Gate Valve & Box - Bent Tree 2	12/31/03
329	12" DIP - Bent Tree 2	12/31/03
330	Fire Hydrant Assy 5ea - Bent Tree 2	12/31/03
331	Single Services 1 ea - Bent Tree 2	12/31/03
332	Double Services 36 ea - Bent Tree	12/31/03
333	12" PVC 3750lf - Bent Tree 1	12/31/03
334	8" PVC 2000lf - Bent Tree 1	12/31/03
335	6" PVC 3140lf - Bent Tree 1	12/31/03
336	4" PVC 360lf - Bent Tree 1	12/31/03
337	Blow Off 2ea - Bent Tree 1	12/31/03
338	Fire Hydrant Assy 7ea - Bent Tree 1	12/31/03
339	Valves/Fittings - Bent Tree 1	12/31/03
340	Single Service 6ea - Bent Tree 1	12/31/03
341	Double Services 39ea - Bent Tree 1	12/31/03
342	12" PVC 680lf - Harvest Meadow	12/31/03
343	8" PVC 3625lf - Harvest Meadow	12/31/03
344	4" PVC 1050lf - Harvest Meadow	12/31/03
345	8" DIP 80lf - Harvest Meadow	12/31/03
346	12" Gate Valve 1 ea - Harvest Meadow	12/31/03
347	8" Gate Valve 7 ea - Harvest Meadow	12/31/03
348	4" Gate Valve 4 ea - Harvest Meadow	12/31/03
349	Fire Hydrant Assy 4 ea - Harvest Meadow	12/31/03
350	Blow Off Assy 2 ea - Harvest Meadow	12/31/03
351	Single Service 19 ea - Harvest Meadow	12/31/03
352	Double Services 31 ea - Harvest Meadow	12/31/03
284	4" Backflow - Jasmine	9/22/03

269	2002 Additions	6/30/02
270	2002 Additions	6/30/02
273	2002 Additions	6/30/02
274	2002 Additions	6/30/02
276	2002 Additions	6/30/02
277	2002 Additions	6/30/02
243	Mains	6/30/01
231	Hydrants	6/30/00
169	1998 Additions	3/05/98
37	Mains Carriage Hills (Hobby House)	1/10/89
19	Mains -- Windstream	1/01/85

TELEMETRY FOR WATER TANK SITE (AND MAJESTIC OAKS WTP SITE)

ELEVATED TANK TELEMETRY PANEL: DWG.#E10073.dwg

This unit monitors the elevated tank level, utility power, and tank overflow. This information is digitized by the AGM data controller and transmitted to the Water Plant by an AGM 900 MHz spread spectrum radio (slave). The tank level is displayed locally on a digital display.

MAJESTIC OAKS WATER PLANT CONTROL PANEL: DWG #E10072-1, -2, -3.dwg

The Panel equipment includes:

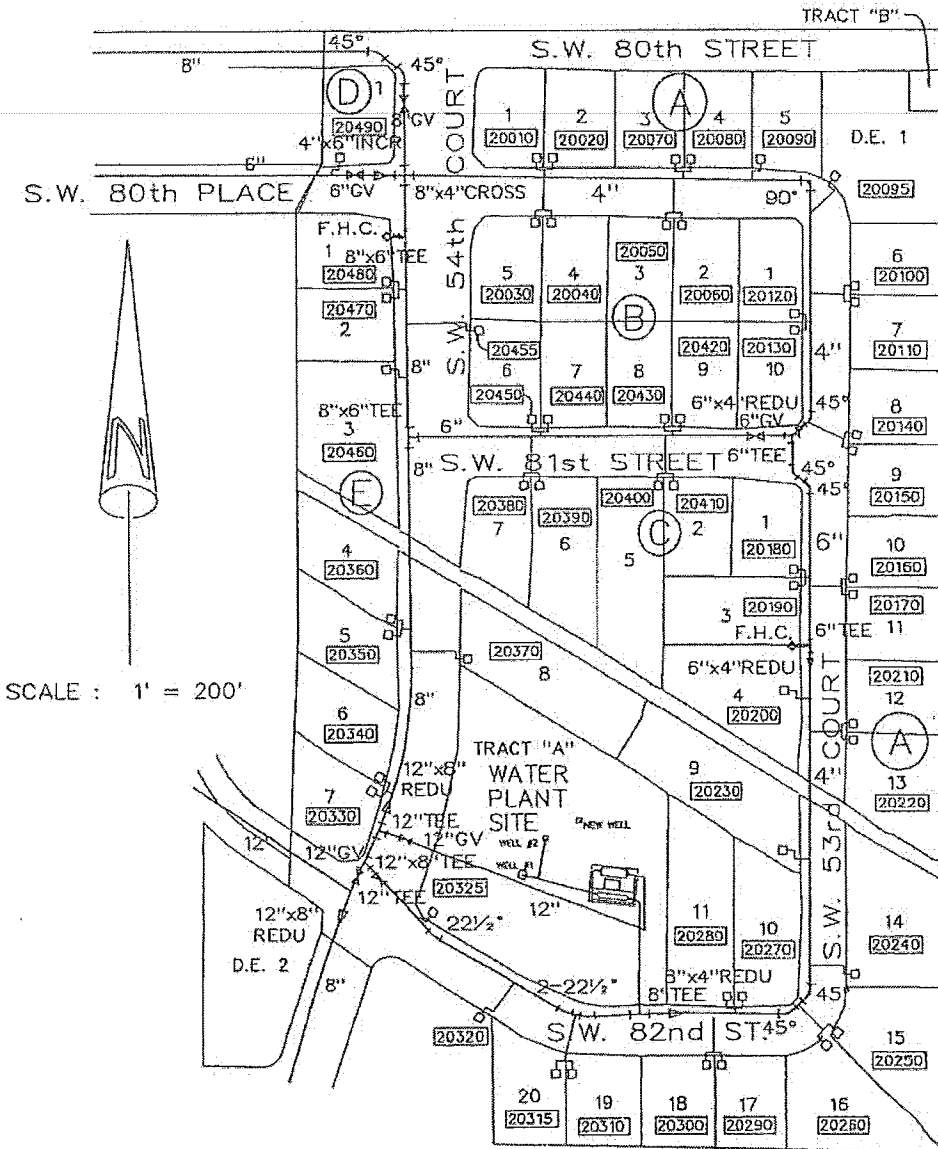
- 900 MHz Spread Spectrum Radio (master): Poles the tank site radio and passes the digitized signal to the data controller.
- AGM Data Controller: Converts the digitized signal from the radio to an analog (4-20 ma) output that is passed on to the Red Lion digital Indicator/controller and along with the discrete overflow and tank power fail is passed on to the Sensaphone S2000 dialer.
- Red Lion Digital Indicator/Controller (DIC1): Displays the tank level in feet and provides Lead (SP1), Lag (SP2) and Lag 2 (SP3) control setpoints which are functional when the mode select switch is in the tank level position.
- Red Lion Digital Indicator/Controller (DIC2): Displays the system pressure and provides Lead (SP1), Lag (SP2) and Lag 2 (SP3) control setpoints which are functional when the mode select switch is in the pressure position.

- Alternator: When the selector switch on top of the alternator is in the center (norm) position, the alternator will select either Well #1 or Well #4, as the Lead (first on) and Well #2 will always be the Lag 1 Pump. If Well #1 is the Lead - Well #4 will be Lag 2. If Well #4 is the Lead - Well #1 will be Lag 2. Alternator selector position 1 (well #1) and position 2 (well #4) allows the operator to select a lead pump if one of these pumps is out of service.
- Mode Select Switch:
 Tank Position: During normal operation the mode selector switch will be in the "Tank" Position and the well pumps will be controlled based on the on-off setpoints in the tank level controller.
 Pressure Position: This mode of control is intended to be used only if the elevated tank is out of service or if the radio telemetry fails.
- Pump Fail Pilot Light/Push to Reset: If a well is called to run and the flow sensor at the well head (pressure switch on well #1 and #2 or the limit switch on well #4 check valve) does not indicate flow within 30 seconds, the well fail pilot light will illuminate and a fail signal will be sent to the Sensaphone S2000 dialer, and signal to the corresponding chlorinator will stop. If the failure was temporary, the well and chlorinator will restart on the next call.
 NOTE: The fail alarm will continue until the pilot light/reset is pushed. If the pump call light is on when the fail pilot light is illuminated the respective hand-off-auto selector must be turned to the off position. After the problem has been corrected, return the hand off-auto selector to the auto position.
- Elapsed Time Indicators: Indicates total run time of each well in hours.

WATER LINE SIZES AND LOCATIONS

AREAS AND SUBDIVISIONS SERVED BY
WINDSTREAM UTILITIES

PAGE 1	MAJESTIC OAKS
PAGE 2	MAJESTIC OAKS 1st ADDITION
PAGE 3-4	MAJESTIC OAKS 2nd ADDITION
PAGE 5	MAJESTIC OAKS 3rd ADDITION
PAGE 6-8	MAJESTIC OAKS 4th ADDITION
PAGE 9-10	MAJESTIC OAKS 4th ADDN PHASE 2 (BENT TREE)
PAGE 11	HARVEST MEADOW
PAGE 12-13	PIDGEON PARK (COUNTRY MEADOWS)
PAGE 14	DR. KOLAVENTY (SR 200)
PAGE 15	JASMINE WALK AND BOYD COMMERCIAL AREA (SR200)
PAGE 16	WATER TOWER AREA (60th AVE & 80th ST)
PAGE 17-18	SUN COUNTRY ESTATES (PADDOCK DOWNS)
PAGE 19	SUN COUNTRY ESTATES II
PAGE 20	JAMINE PLAZA AND SHOPS AT JASMINE
PAGE 21	JASMINE SQUARE
PAGE 22	WINDSTREAM UTILITIES S.W. AREA MAP
PAGE 23	SOUTHWEST CHRISTIAN CHURCH OF OCALA

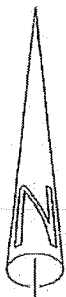
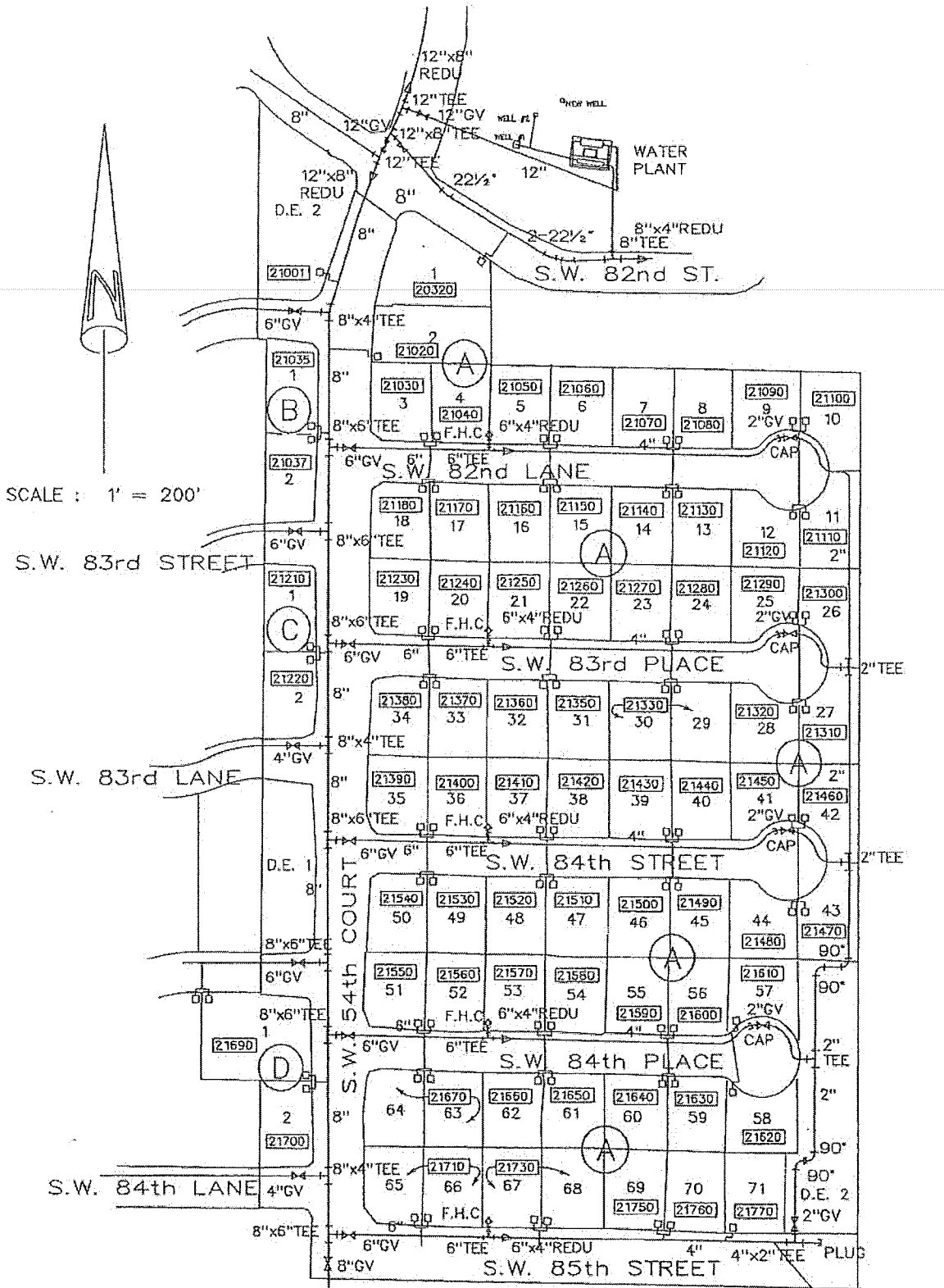


SCALE : 1' = 200'

DATE : 2-5-2014
 PLOT TIME : 11:03 PM
 DISK FILE : MAJ-OAKS.DCS

MAJESTIC OAKS

PLAT BOOK 1, PAGE 79
 MARION COUNTY, FLORIDA



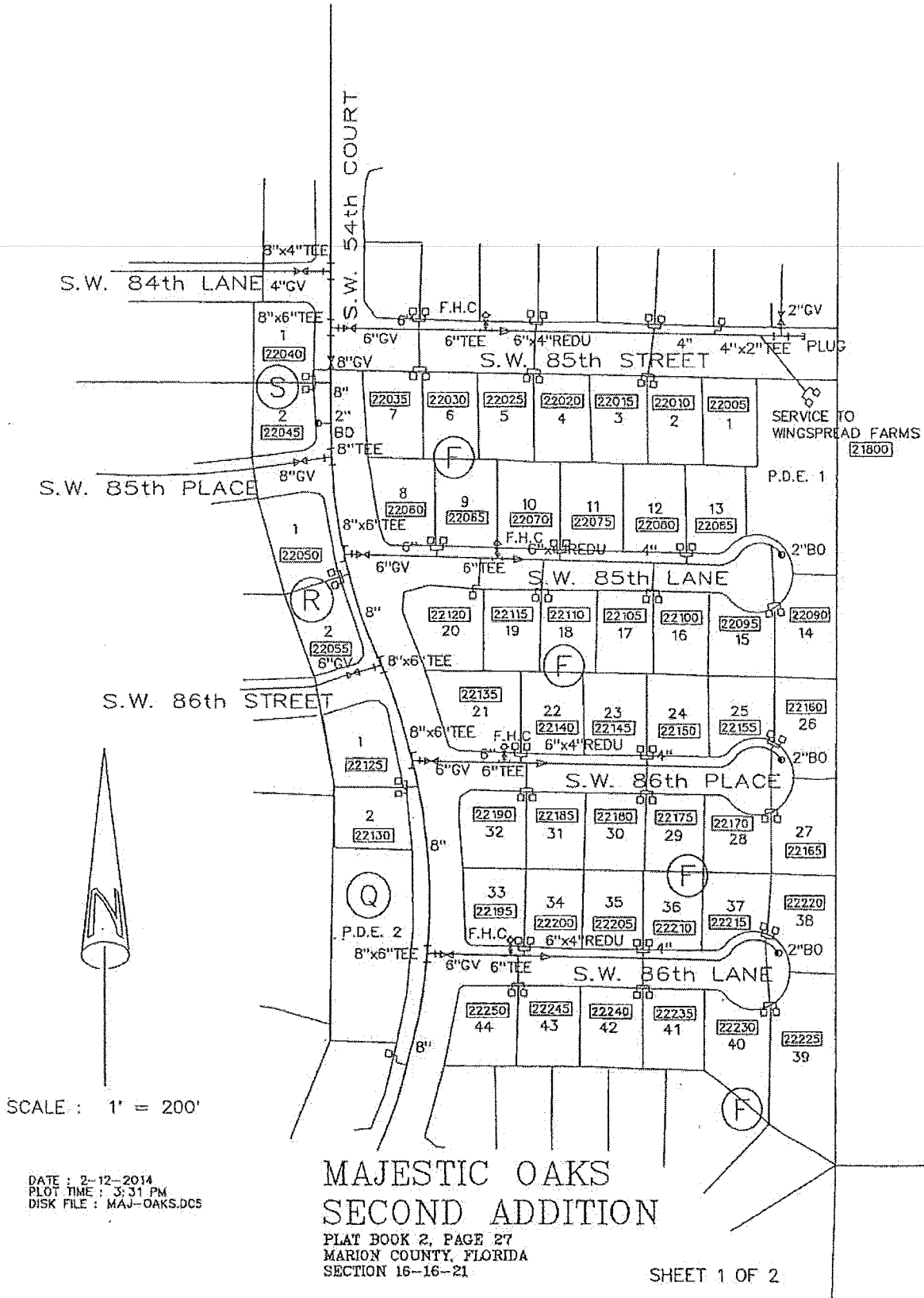
SCALE : 1" = 200'

DATE : 2-12-2014
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MAJESTIC OAKS FIRST ADDITION

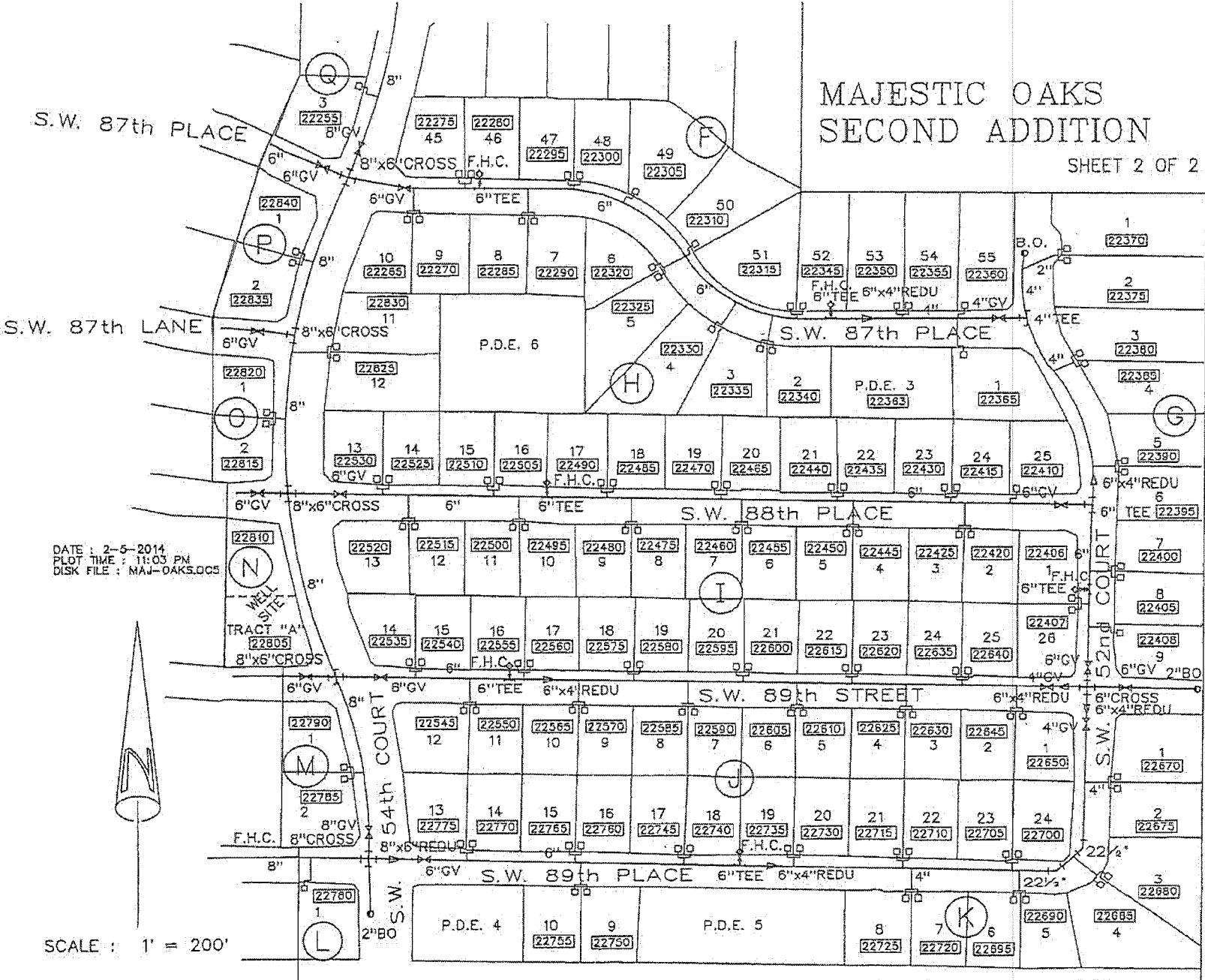
PLAT BOOK 1, PAGE 94
 MARION COUNTY, FLORIDA
 SECTION 16-16-21

SERVICE TO
 WINGSPREAD FARMS
 21600



MAJESTIC OAKS
SECOND ADDITION

SHEET 2 OF 2



DATE : 2-5-2014
PLOT TIME : 11:03 PM
DISK FILE : MAJ-OAKS.QCS

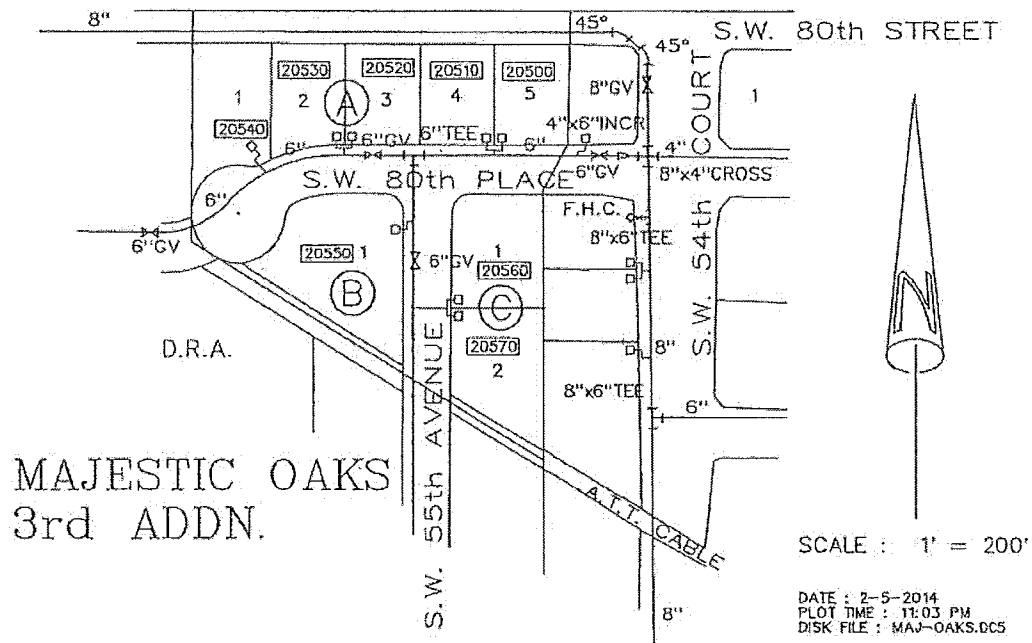
SCALE : 1" = 200'

JOINT APPLICATION APPENDIX A

RESOLUTION APPENDIX 1-50

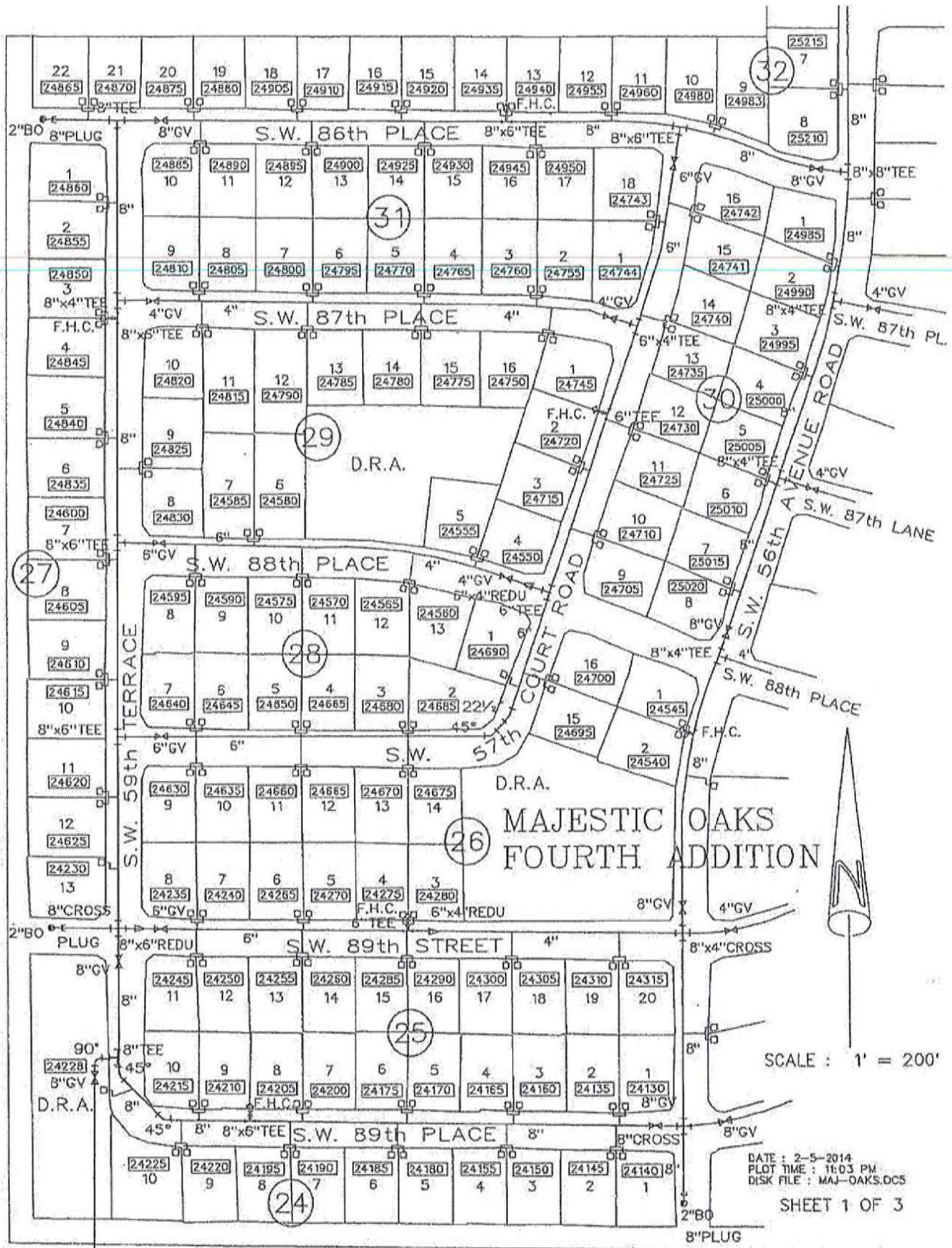
C-13

PAGE 4



MAJESTIC OAKS
3rd ADDN.

S.W. 60th AVENUE

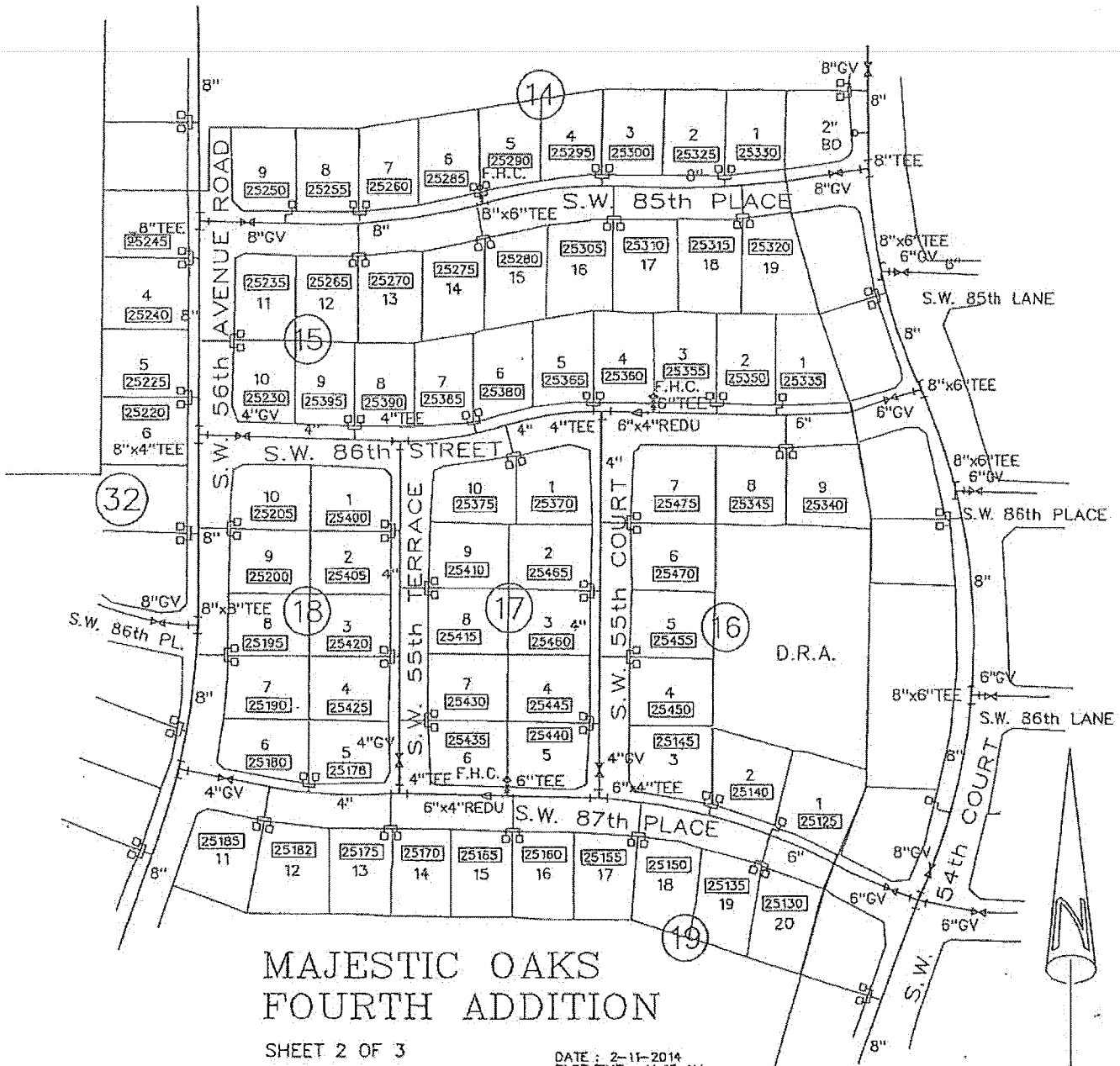


SCALE : 1" = 200'

DATE : 2-5-2014
PLOT TIME : 11:03 PM
DISK FILE : MAJ-OAKS.DCS

SHEET 1 OF 3

8" TO SOUTHWEST CHRISTIAN CHURCH OF OCALA



MAJESTIC OAKS
FOURTH ADDITION

SHEET 2 OF 3

DATE : 2-11-2014
PLOT TIME : 11:15 AM
DISK FILE : MAJ-DAKS.DCS

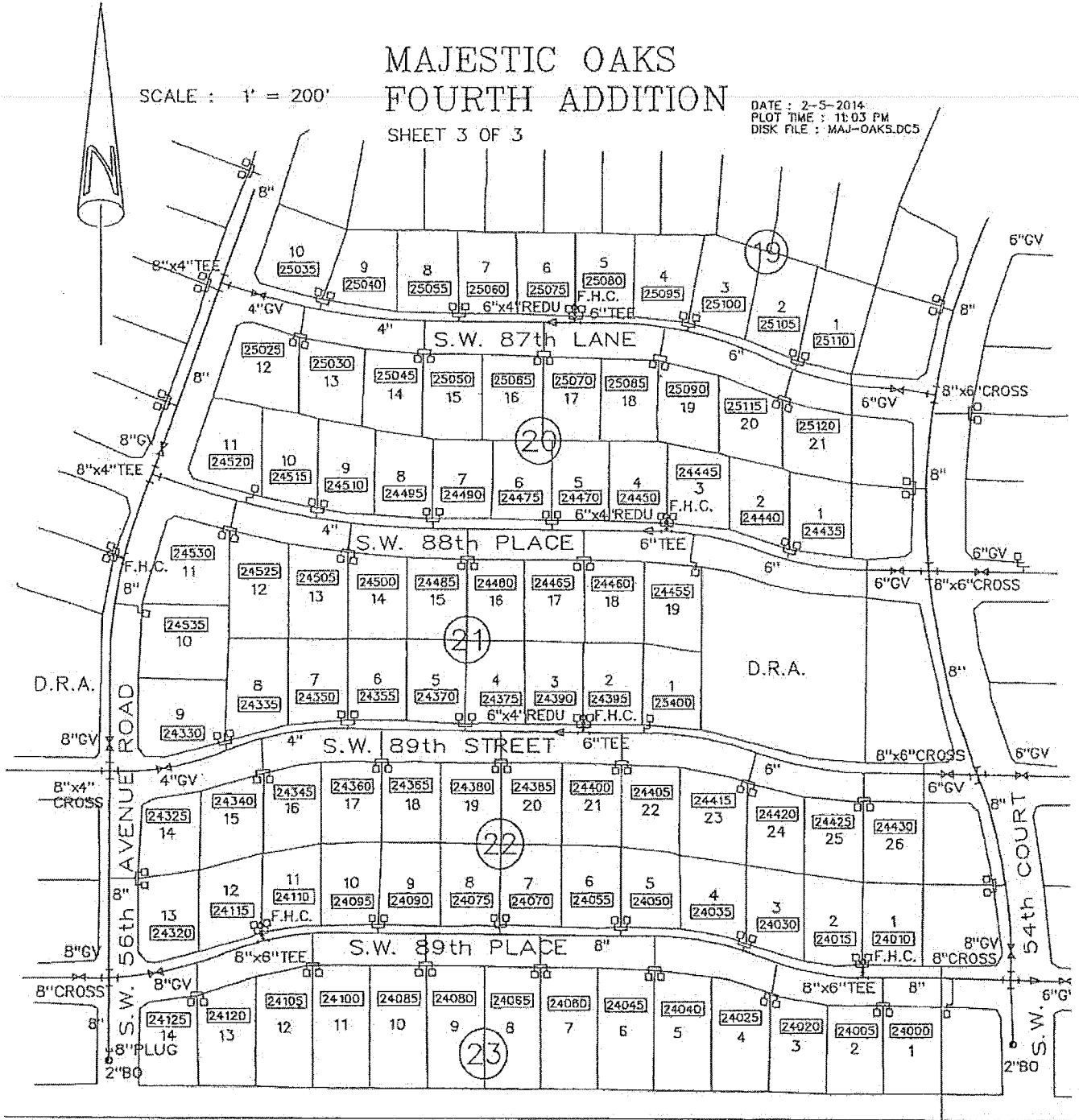
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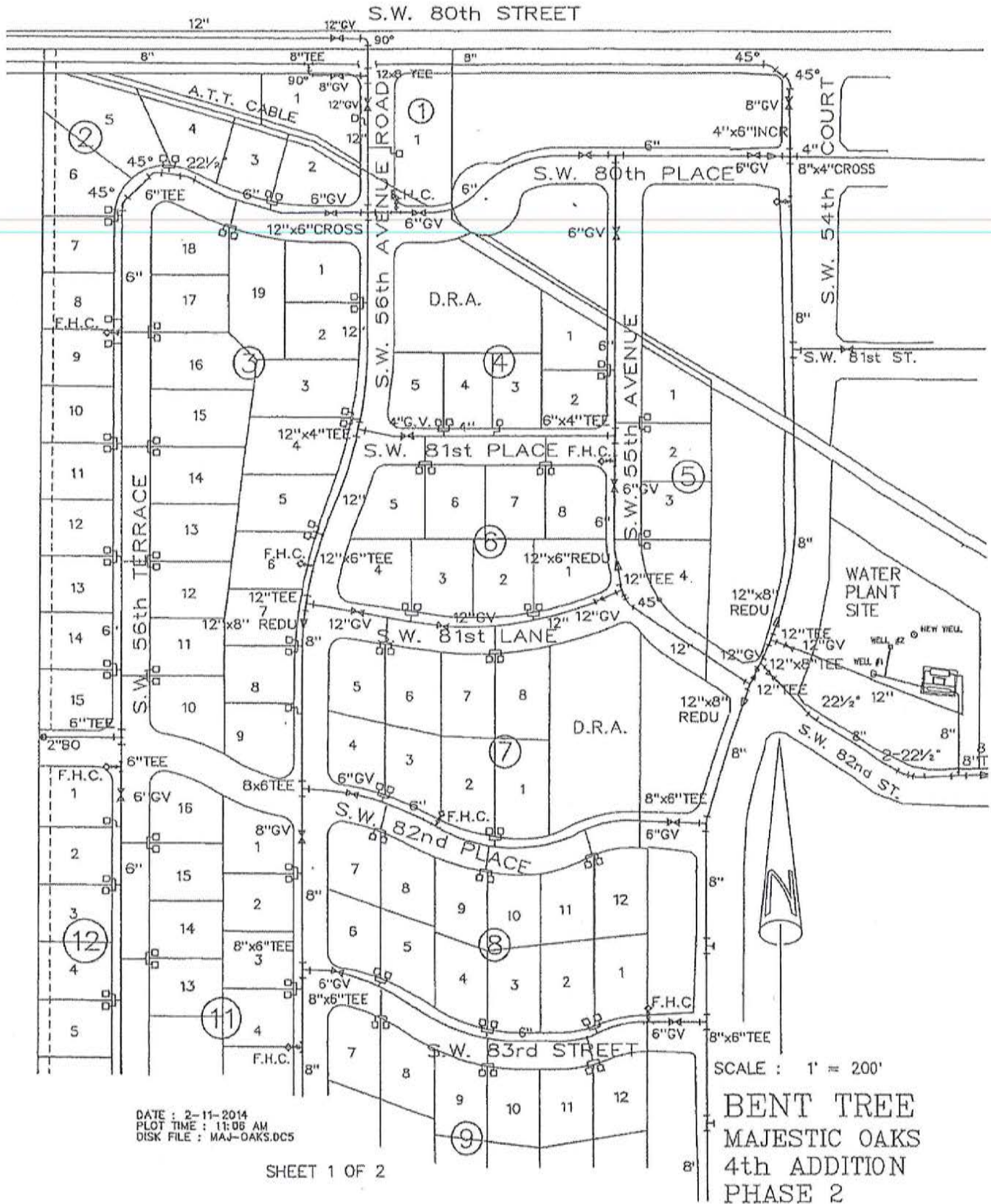
SCALE : 1" = 200'

MAJESTIC OAKS FOURTH ADDITION

SHEET 3 OF 3

DATE : 2-5-2014
PLOT TIME : 11:03 PM
DISK FILE : MAJ-OAKS.DCS



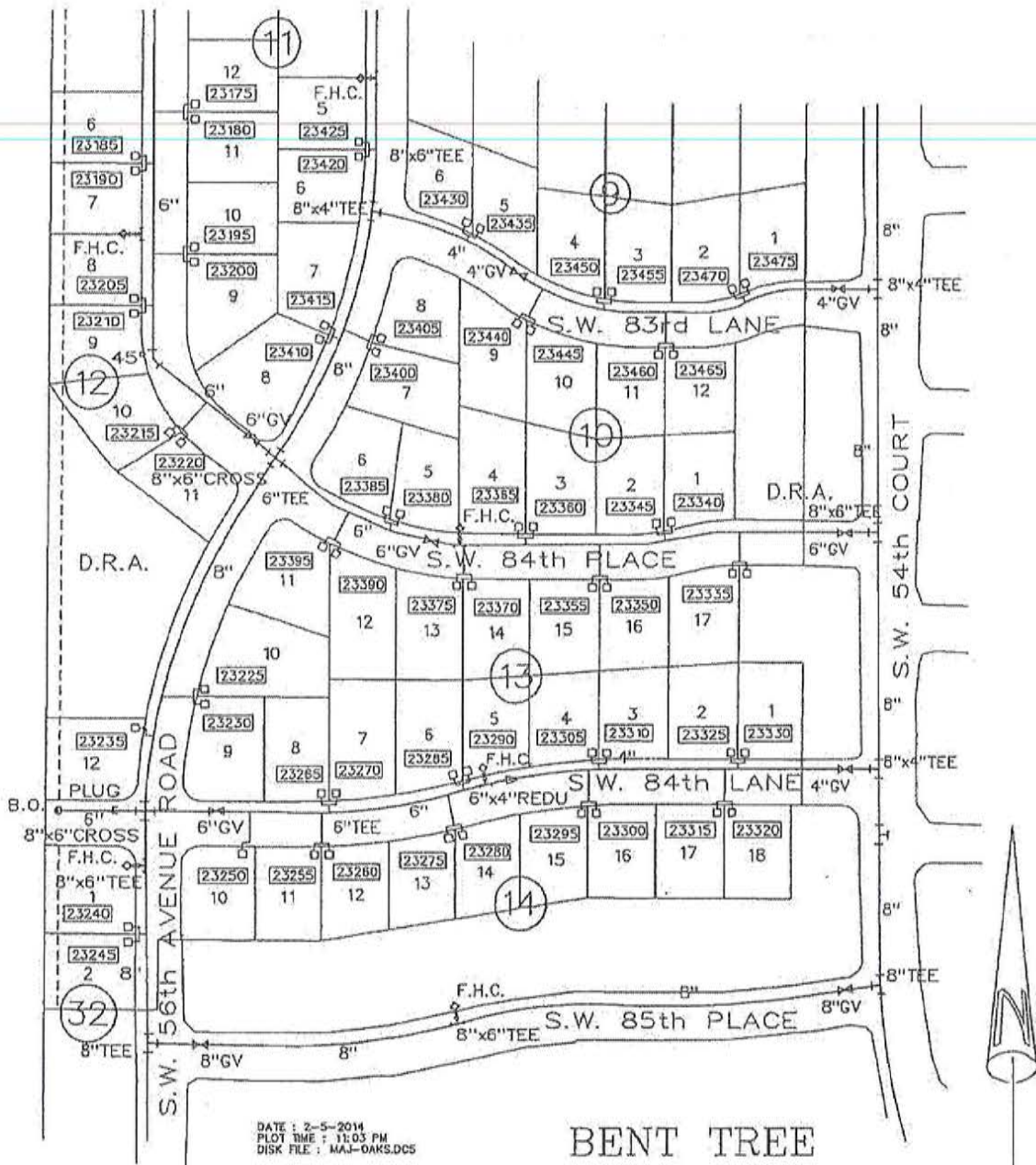


DATE : 2-11-2014
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 DISK FILE : MAJ-OAKS.DC5

SHEET 1 OF 2

SCALE : 1" = 200'

BENT TREE
 MAJESTIC OAKS
 4th ADDITION
 PHASE 2



DATE : 2-5-2014
 PLOT TIME : 11:03 PM
 DISK FILE : MAJ-OAKS.DCS

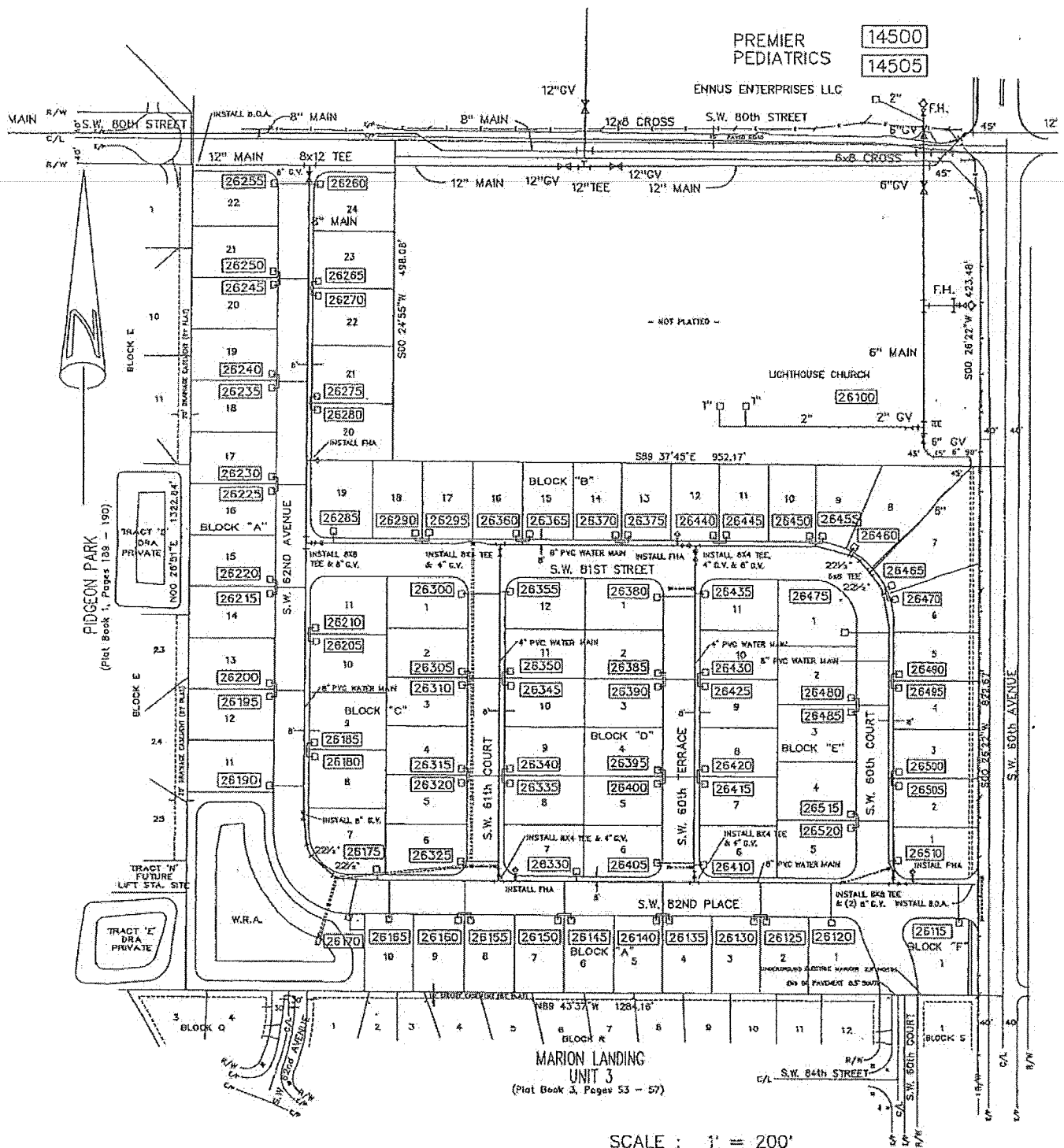
BENT TREE
 MAJESTIC OAKS
 4th ADDITION
 PHASE 2

SHEET 2 OF 2

SCALE : 1' = 200'

PREMIER 14500
 PEDIATRICS 14505

ENNUS ENTERPRISES LLC

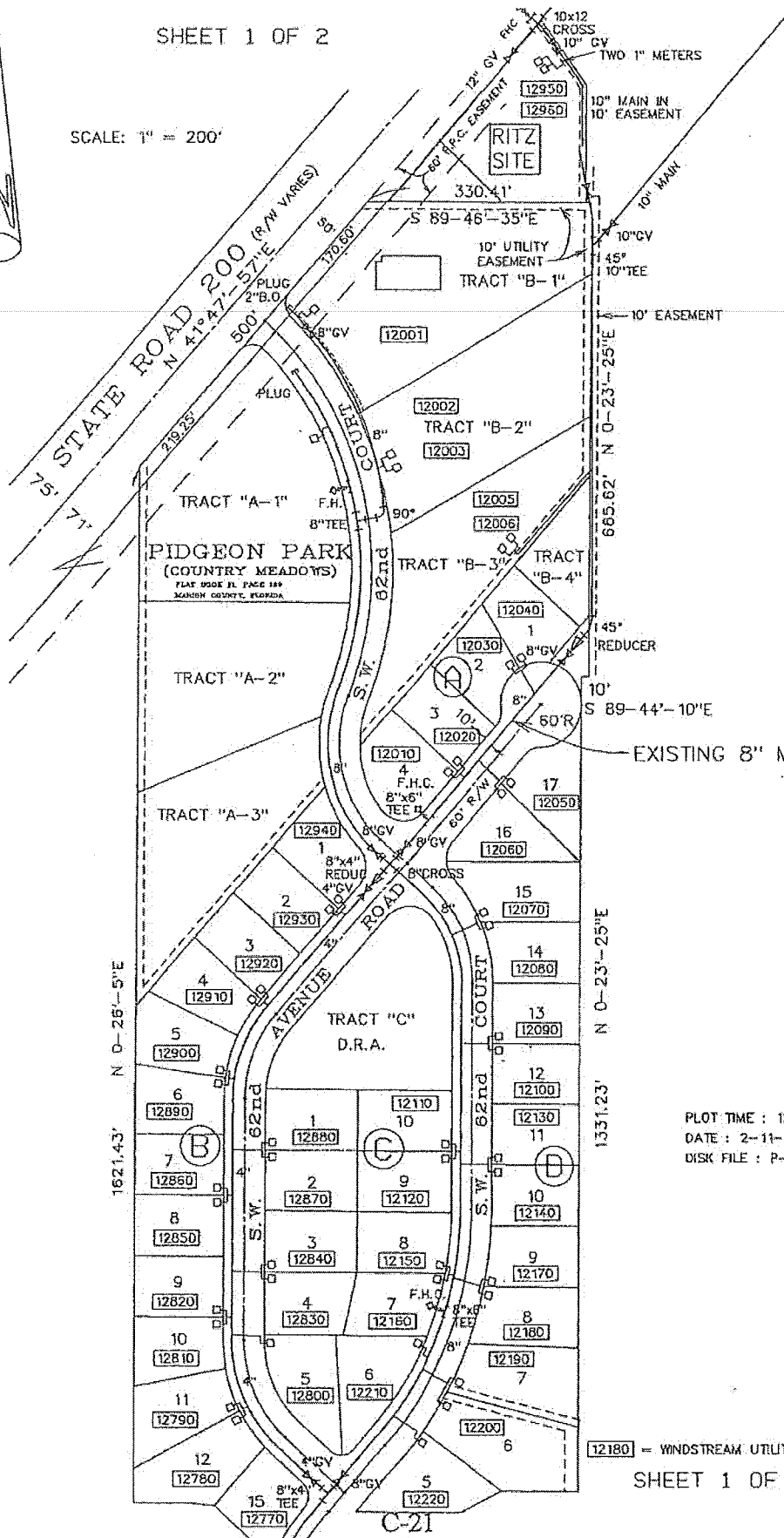


SCALE : 1" = 200'

DATE : 2-11-2014
 PLOT TIME : 11:37 AM
 DISK FILE : H-MEADOW.DCS

HARVEST MEADOW

SCALE: 1" = 200'



PLOT TIME : 12:38 PM
 DATE : 2-11-2014
 DISK FILE : P-PARK2.DCS

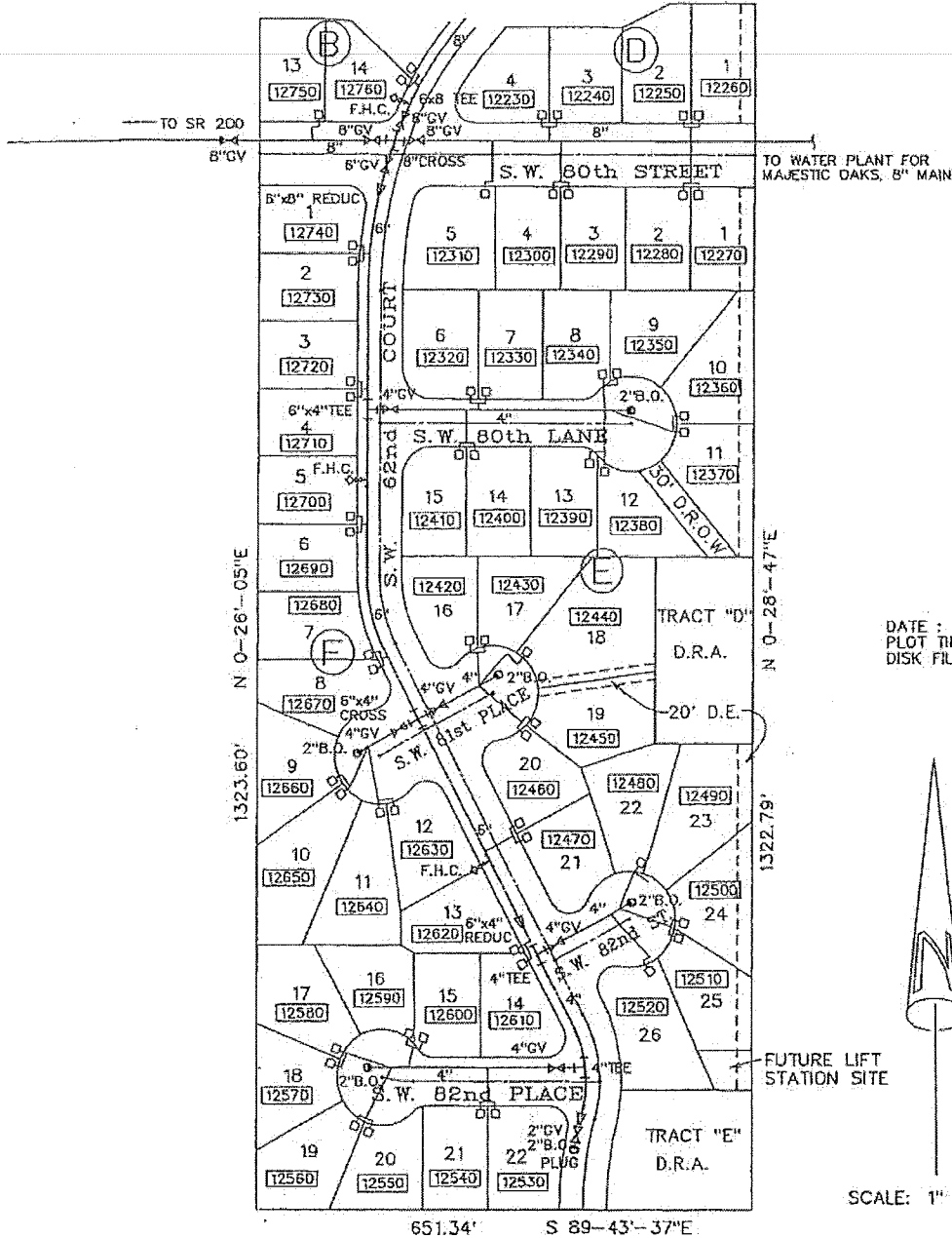
12180 = WINDSTREAM UTILITIES ACCOUNT NUMBER

JOINS SHEET 2

RESOLUTION APPENDIX 1-58

JOINT APPLICATION APPENDIX A

JOINS SHEET 1



DATE : 2-5-2014
 PLOT TIME : 10:30 PM
 DISK FILE : P-PARK2.DC5



SCALE: 1" = 200'

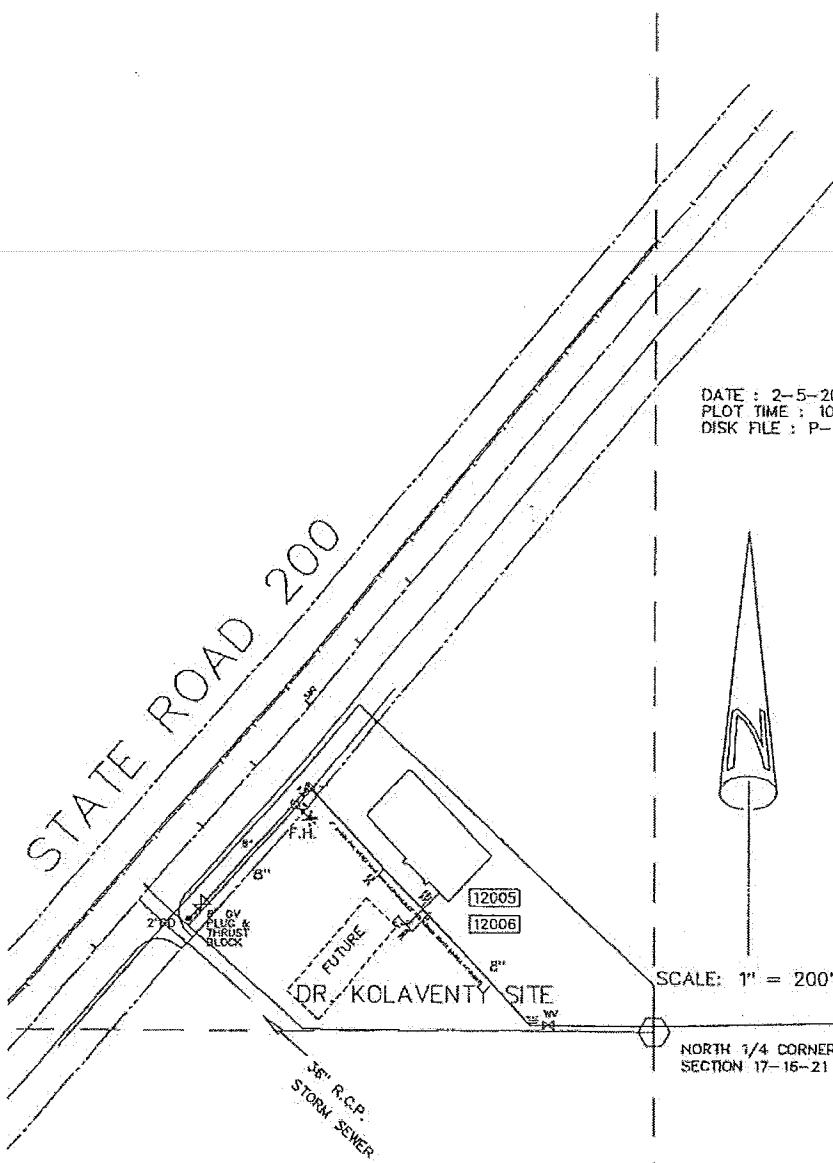
COUNTRY MEADOWS
 (PIDGEON PARK, PLAT BOOK 1-189)
 SHEET 2 OF 2

C-22

PAGE 13

RESOLUTION APPENDIX 1-59

JOINT APPLICATION APPENDIX A

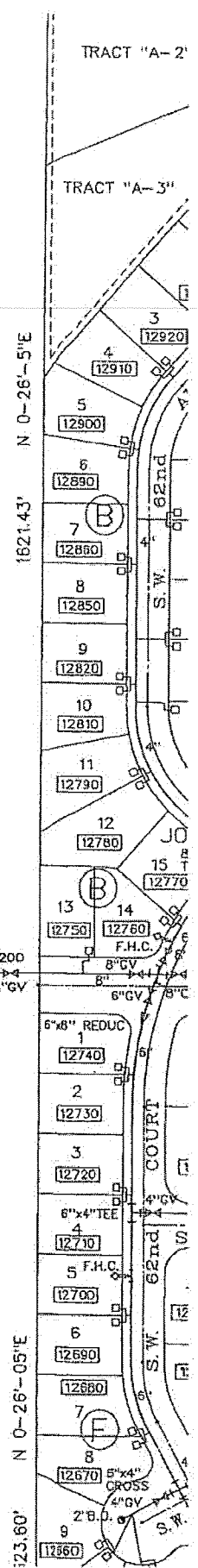


DATE : 2-5-2014
 PLOT TIME : 10:30 PM
 DISK FILE : P-PARK2.DCS



SCALE: 1" = 200'

NORTH 1/4 CORNER SECTION 17-16-21

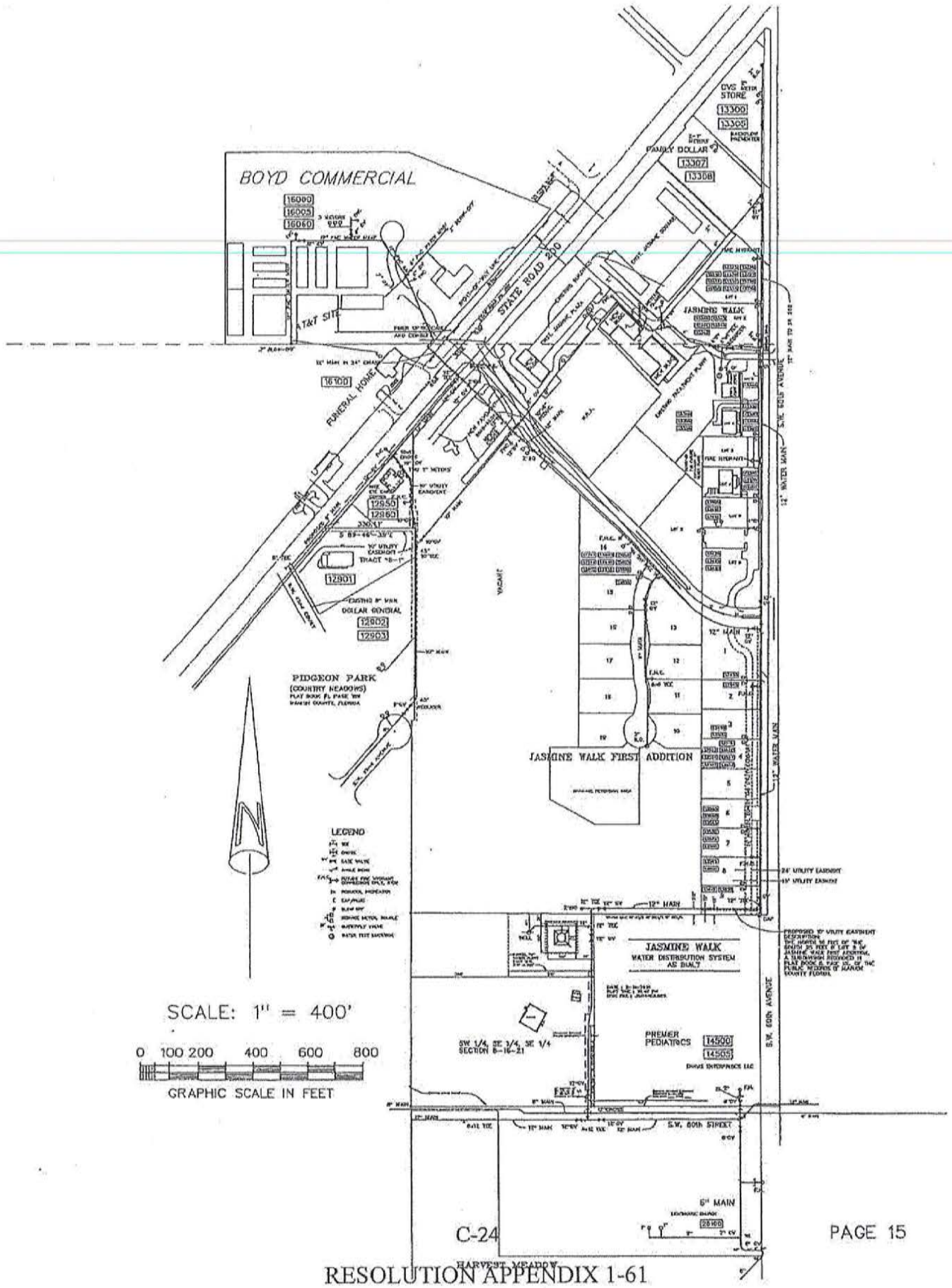


PAGE 14

C-23

RESOLUTION APPENDIX 1-60

JOINT APPLICATION APPENDIX A

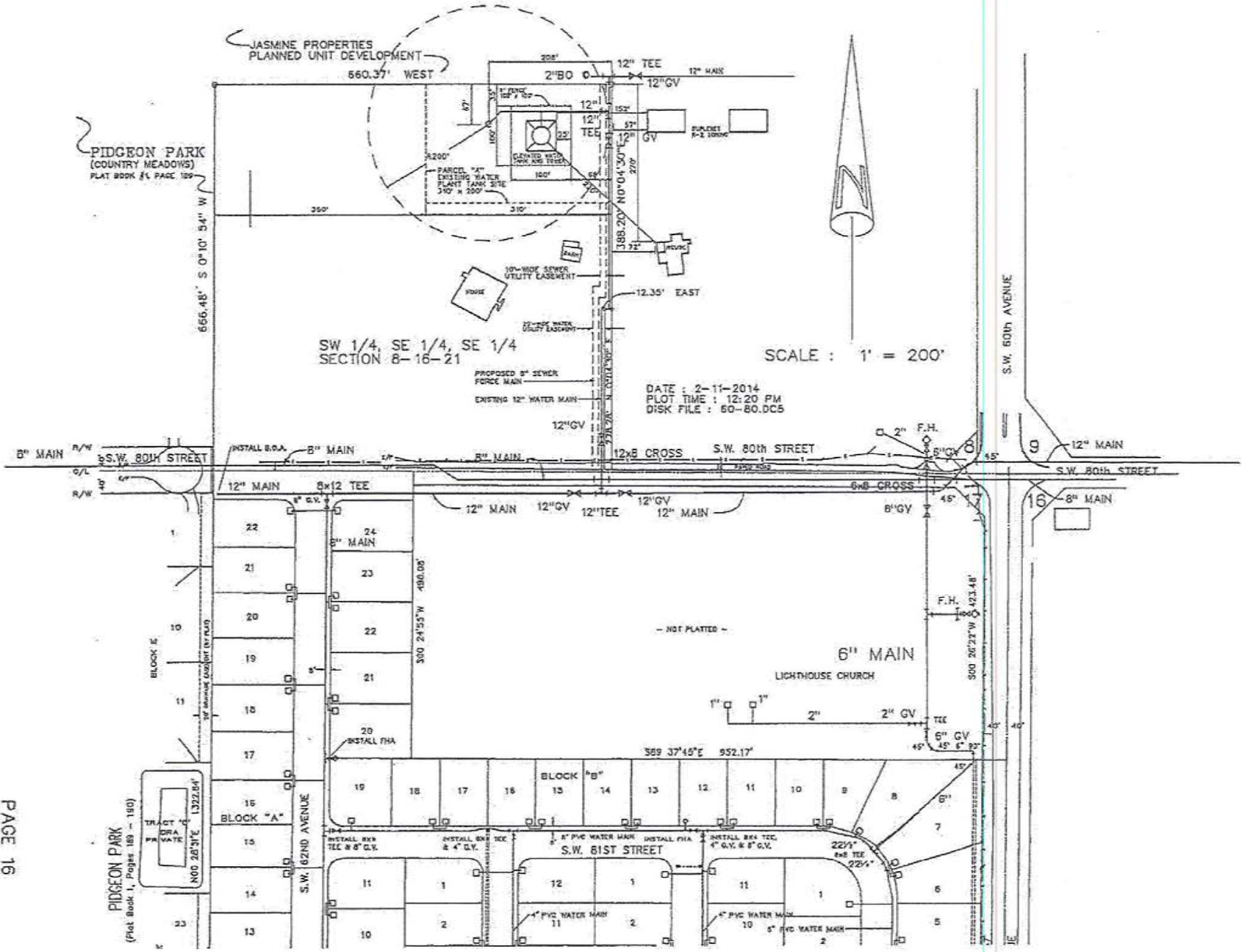


JOINT APPLICATION APPENDIX A

RESOLUTION APPENDIX 1-62

C-25

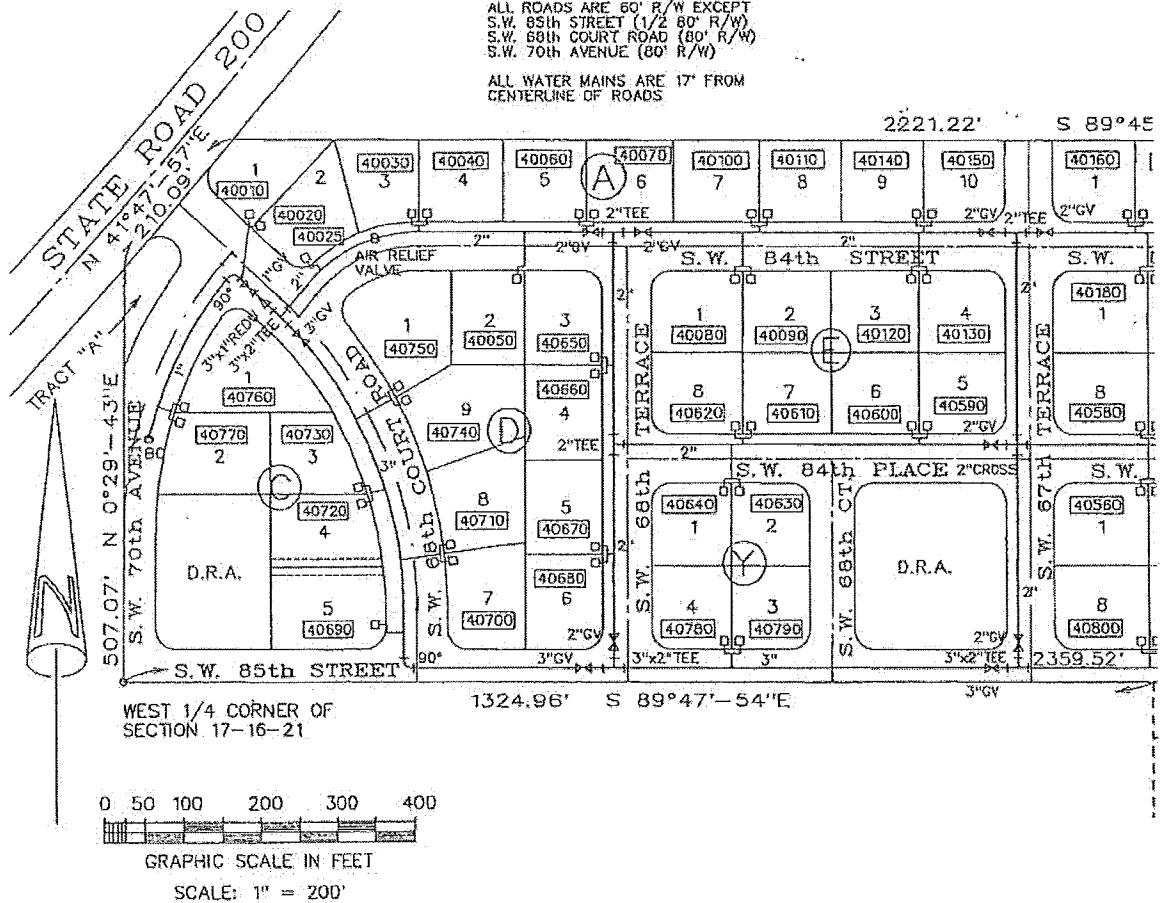
PAGE 16



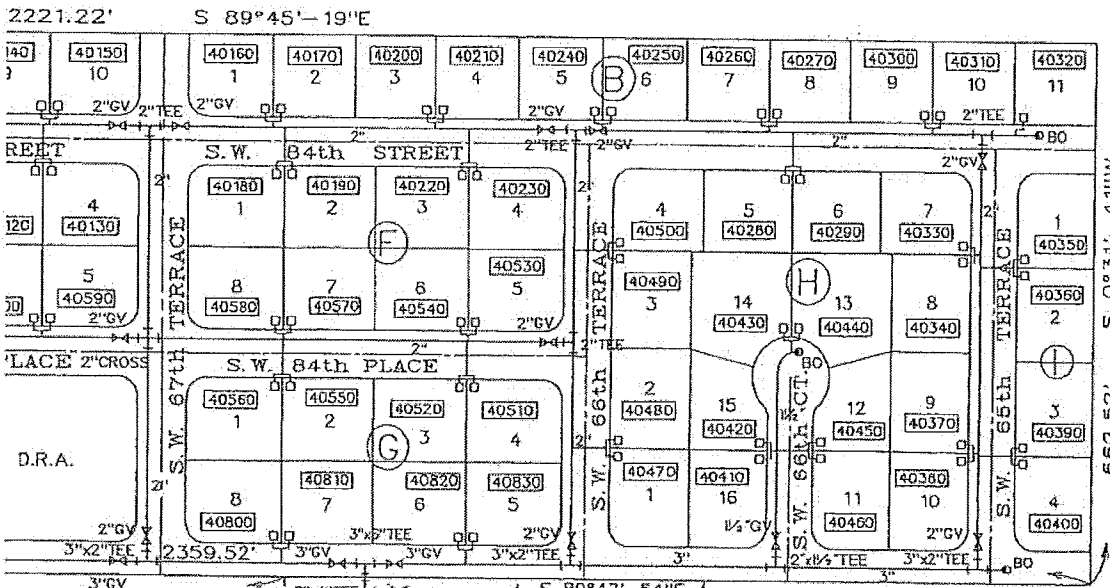
NOTES:

ALL ROADS ARE 60' R/W EXCEPT
 S.W. 85th STREET (1/2 80' R/W)
 S.W. 68th COURT ROAD (80' R/W)
 S.W. 70th AVENUE (80' R/W)

ALL WATER MAINS ARE 17' FROM
 CENTERLINE OF ROADS



SHEET 1 OF 2



SUN COUNTRY ESTATES II
 WATER PLANT AND
 TV TOWER SITE

SUN COUNTRY ESTATES

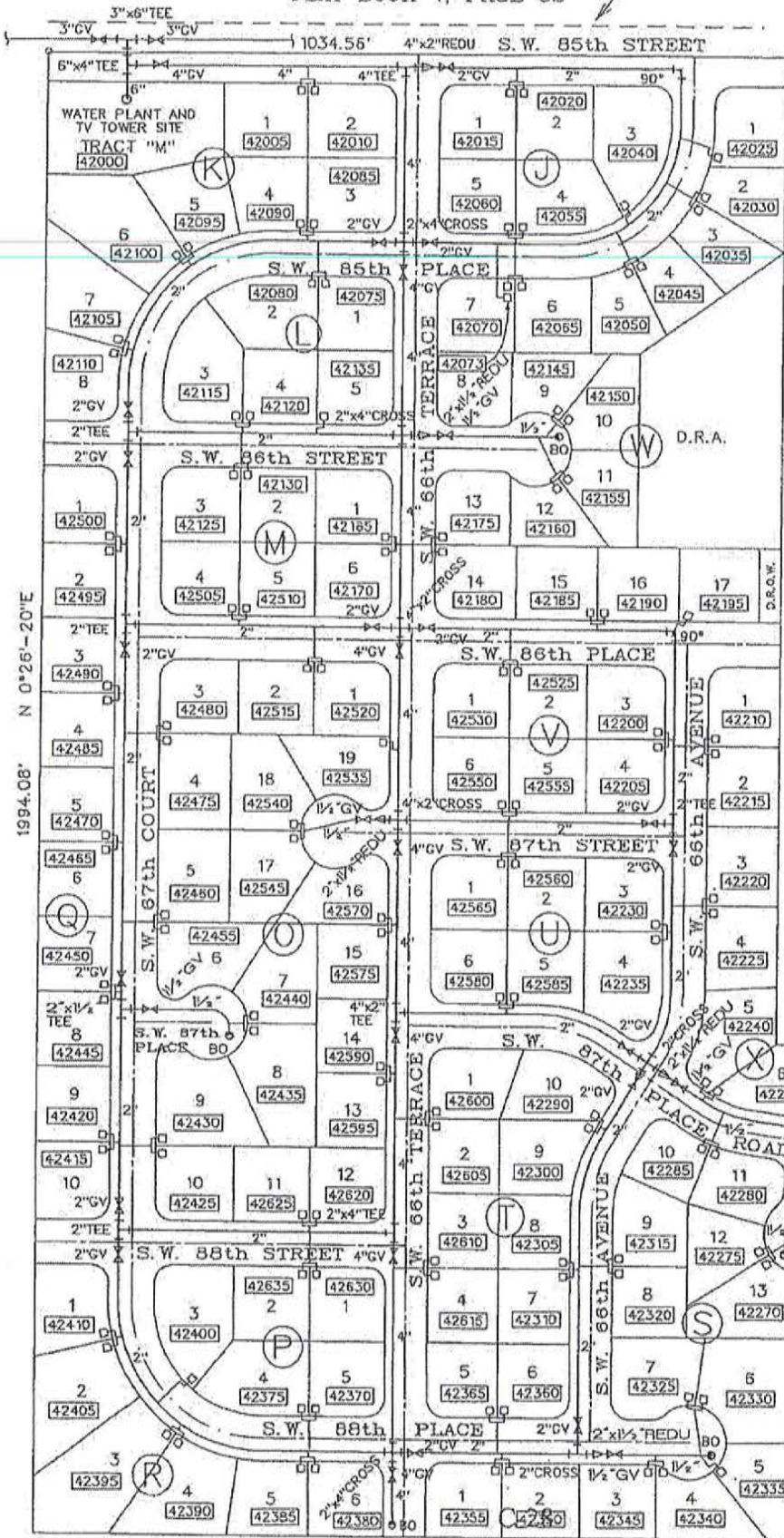
PLAT BOOK V, PAGE 32, 33
 MARION COUNTY, FLORIDA

SCALE: 1" = 200'

PLOT TIME : 9:26 AM
 DATE : 2-4-2014
 DISK FILE : SUN-C1.DCS

SHEET 2 OF 2

SUN COUNTRY ESTATES
PLAT BOOK V, PAGE 32



NOTES:
ALL ROADS ARE 60' R/W EXCEPT
S.W. 85th STREET (80' R/W)
ALL WATER MAINS ARE 17' FROM
CENTERLINE OF ROADS



SCALE: 1" = 200'

PLOT TIME : 9:26 AM
DATE : 2-4-2014
DISK FILE : SUN-C1.005

SUN
COUNTRY
ESTATES
II

PLAT BOOK V, PAGE 90, 91
MARION COUNTY, FLORIDA

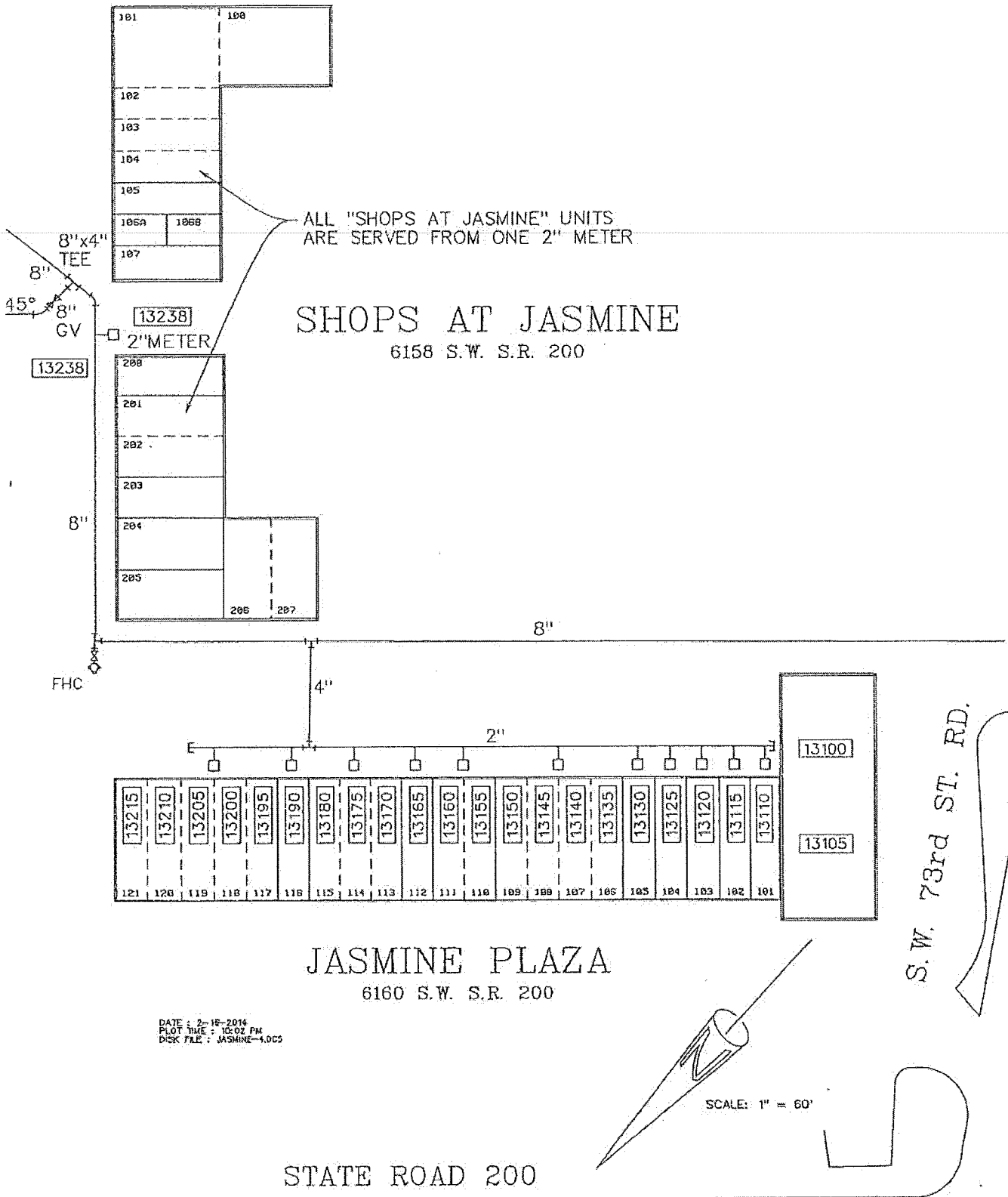
N 89°59'-04"E
290.4'

1994.08' N 0°26'-20"E

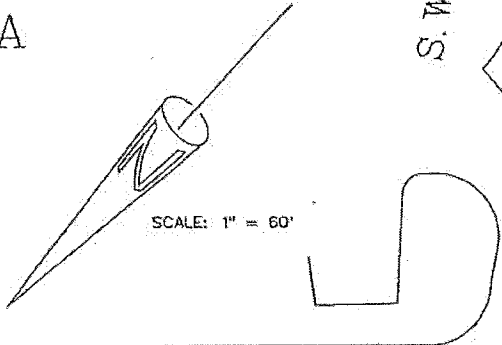
1332.64' N 0°31'-41"E

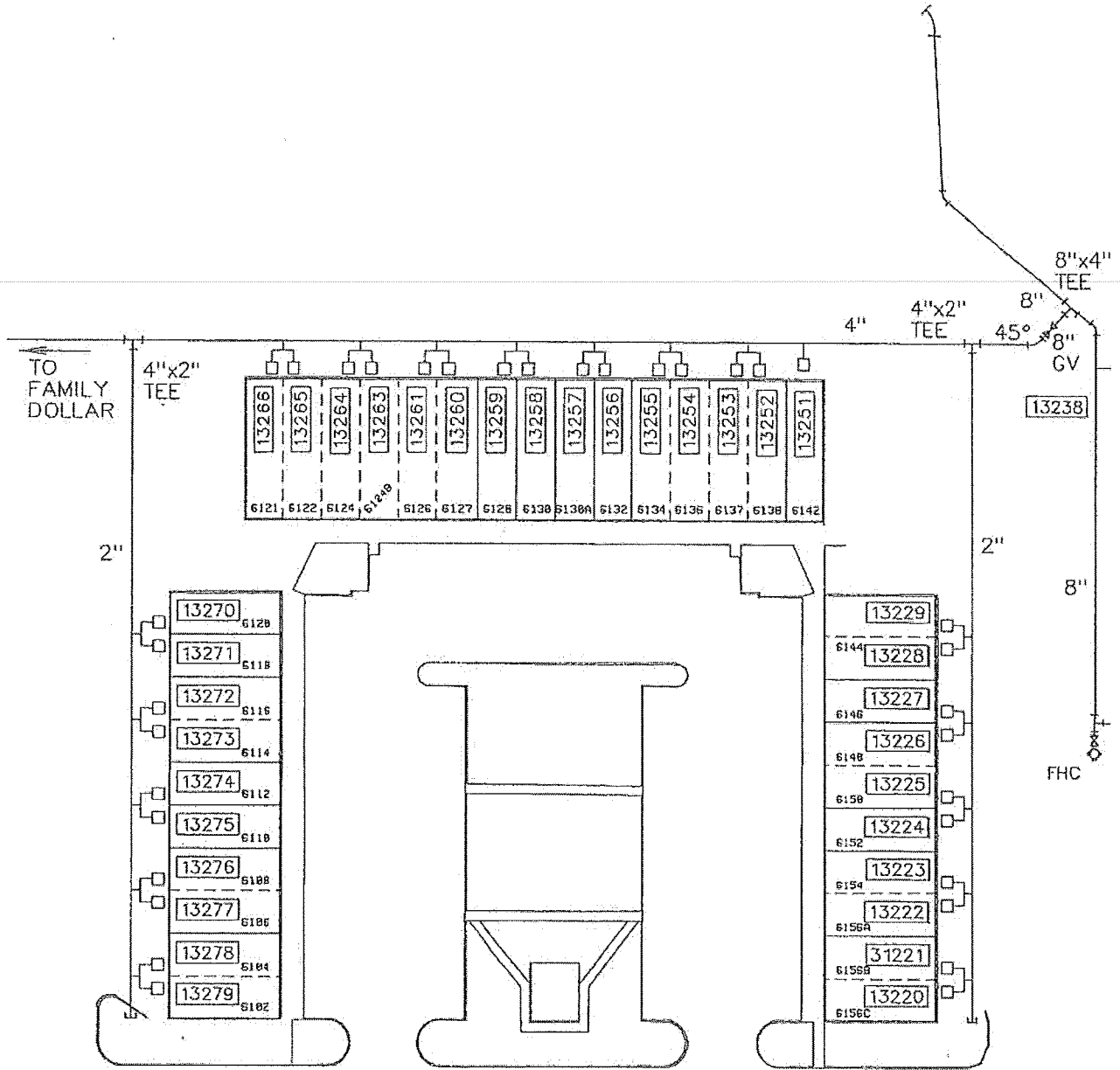
S.W. 65th AVENUE
665.86' N 0°31'-41"E

1321.84' S 89°39'-19"E
RESOLUTION APPENDIX 1-65



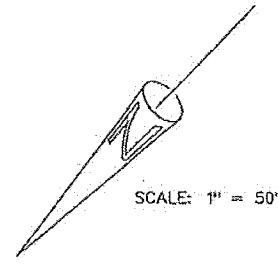
DATE : 2-18-2014
 PLOT TIME : 10:02 PM
 DESK FILE : JASMINE-4.DCS





JASMINE SQUARE

DATE : 2-18-2014
 PLOT TIME : 10:02 PM
 DISK FILE : JASMINE-4.DCS

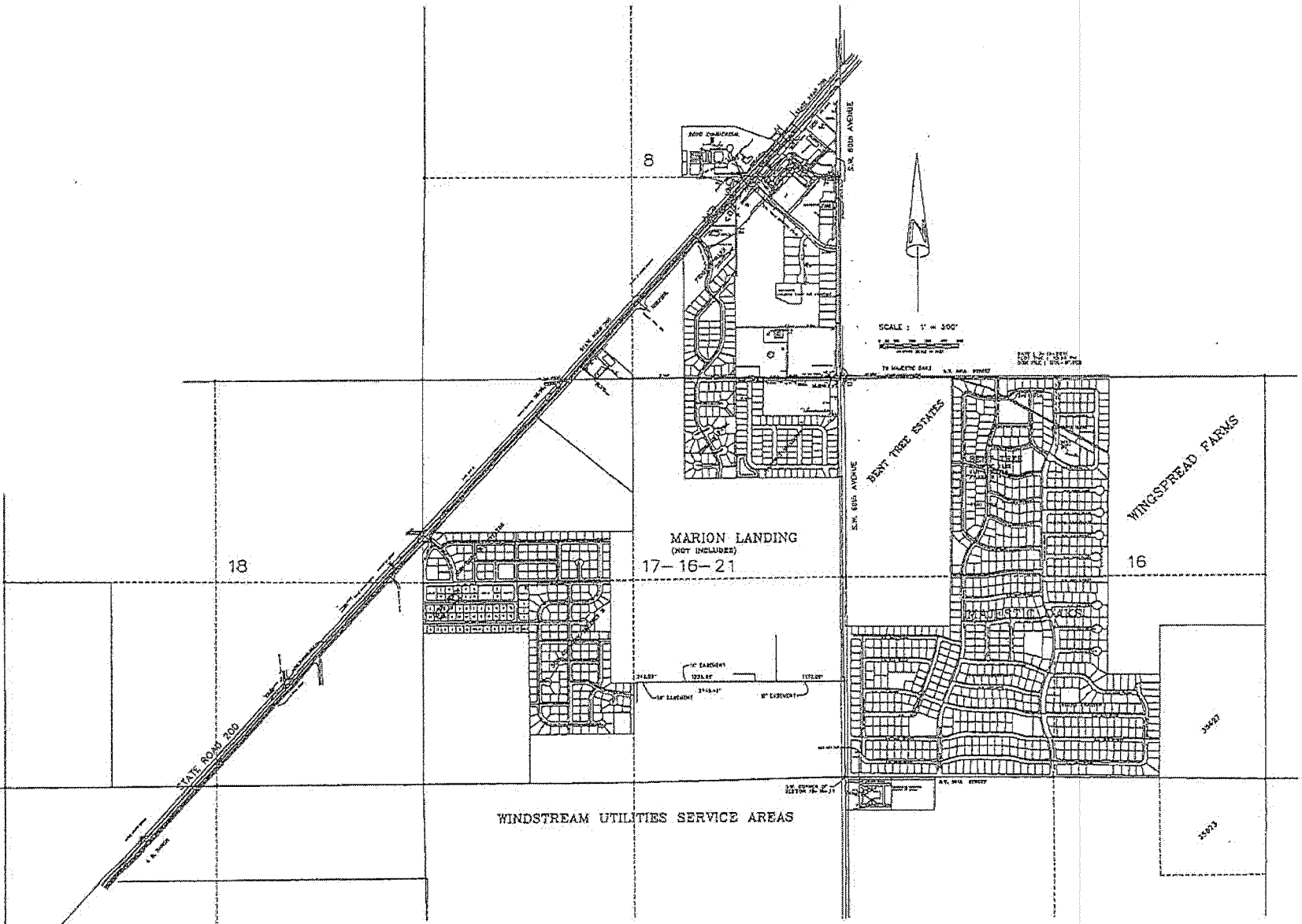


STATE ROAD 200

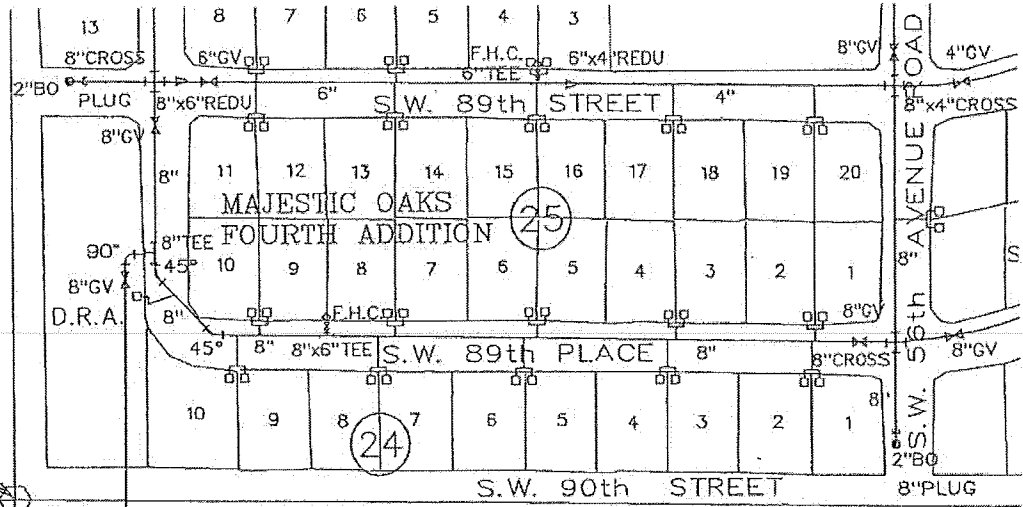
JOINT APPLICATION APPENDIX A

RESOLUTION APPENDIX 1-68

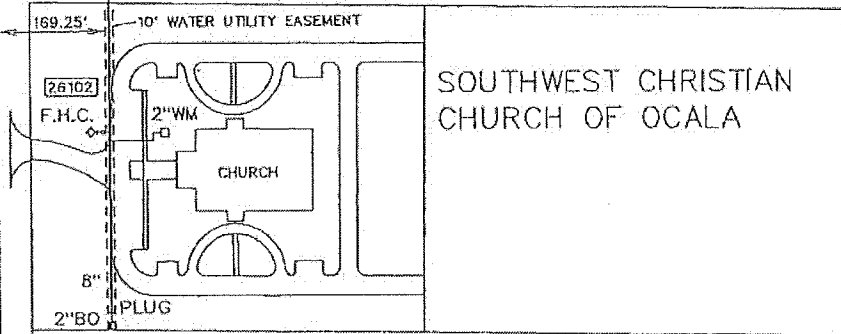
PAGE 22



S.W. CORNER OF SECTION 16-16-21



S.W. 60th AVENUE



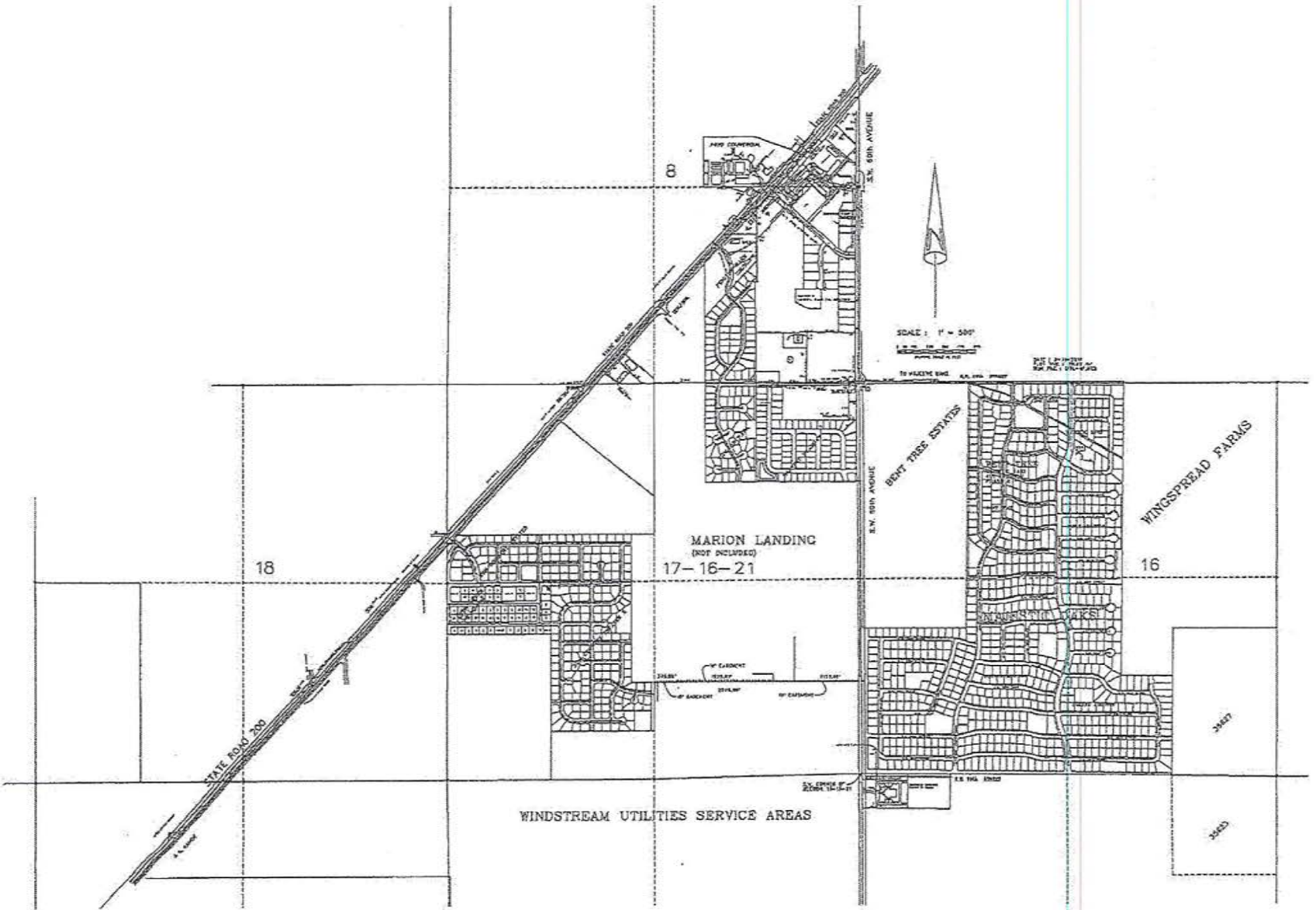
DATE : 2-20-2014
PLOT TIME : 1:14 AM
DISK FILE : MAJ-OAKS.DCS



SCALE : 1" = 200'

JOINT APPLICATION APPENDIX A

RESOLUTION APPENDIX 1-70



APPENDIX D
PERMITS, ETC.

WATER

Sun Country Estates/Paddock Downs

Department of Environmental Protection

Public Water System ID No. 6424618

Southwest Florida Water Management District

Water Use Permit No. 20 006619

Majestic Oaks

Department of Environmental Protection

Public Water System ID No. 6424678

Southwest Florida Water Management District

Water Use Permit No. 20 009360

Water Use Permit No. 20 009369

APPENDIX E
INVENTORY

1. None.

**APPENDIX F
DEVELOPER AGREEMENTS**

1. That certain Developer's Agreement, dated June 11, 2003, by and between Banyan Construction & Development, Inc., and Windstream Utilities Company.
2. That certain Developer's Agreement, dated March 26, 2002, by and between Banyan Construction & Development, Inc., and Windstream Utilities Company.
3. That certain Developer's Agreement, dated August 6, 1998, by and between Jasmine Porperities and Windstream Utilities Company.
4. That certain Developer's Agreement by and between Pidgeon Park and Windstream Utilities Company, dated January 23, 1991.
5. That certain Purchase Agreement, dated November 15, 1993, by and between the Estate of Roy Thagard Boyd, Jr., and Windstream Utilities Company.
6. That certain Developer Agreement, dated March 21, 1990, by and between Majestic Oaks, Inc., and Windstream Utilities Company.

APPENDIX G
CONTRACTS AND LEASES

Bulk Water Agreements

1. None.

Leases

2. None.

Other Agreements

3. That certain Subordination of Utility Interests, dated September 29, 1998, by and between the State of Florida Department of Transportation and Windstream Utilities Company, recorded in Official Records Book 2558, Page 1064 of the public records of Marion County, Florida.

APPENDIX H
EXCLUDED AREAS SERVED BY SELLER

H-1

RESOLUTION APPENDIX 1-75

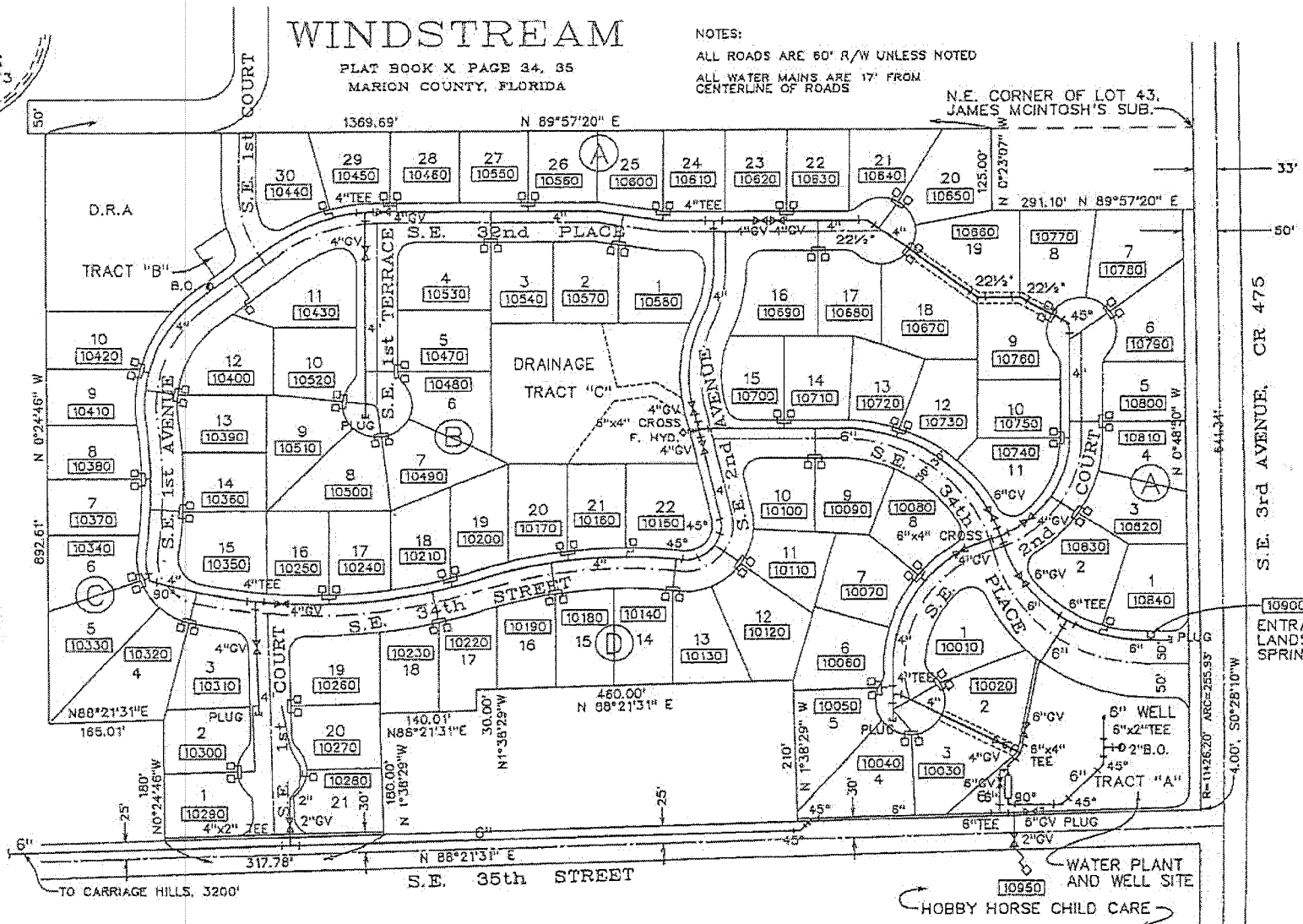
JOINT APPLICATION APPENDIX A

LAKE LOUISE
EL. - 59.73

WINDSTREAM

PLAT BOOK X PAGE 34, 35
MARION COUNTY, FLORIDA

NOTES:
ALL ROADS ARE 60' R/W UNLESS NOTED
ALL WATER MAINS ARE 17' FROM
CENTERLINE OF ROADS



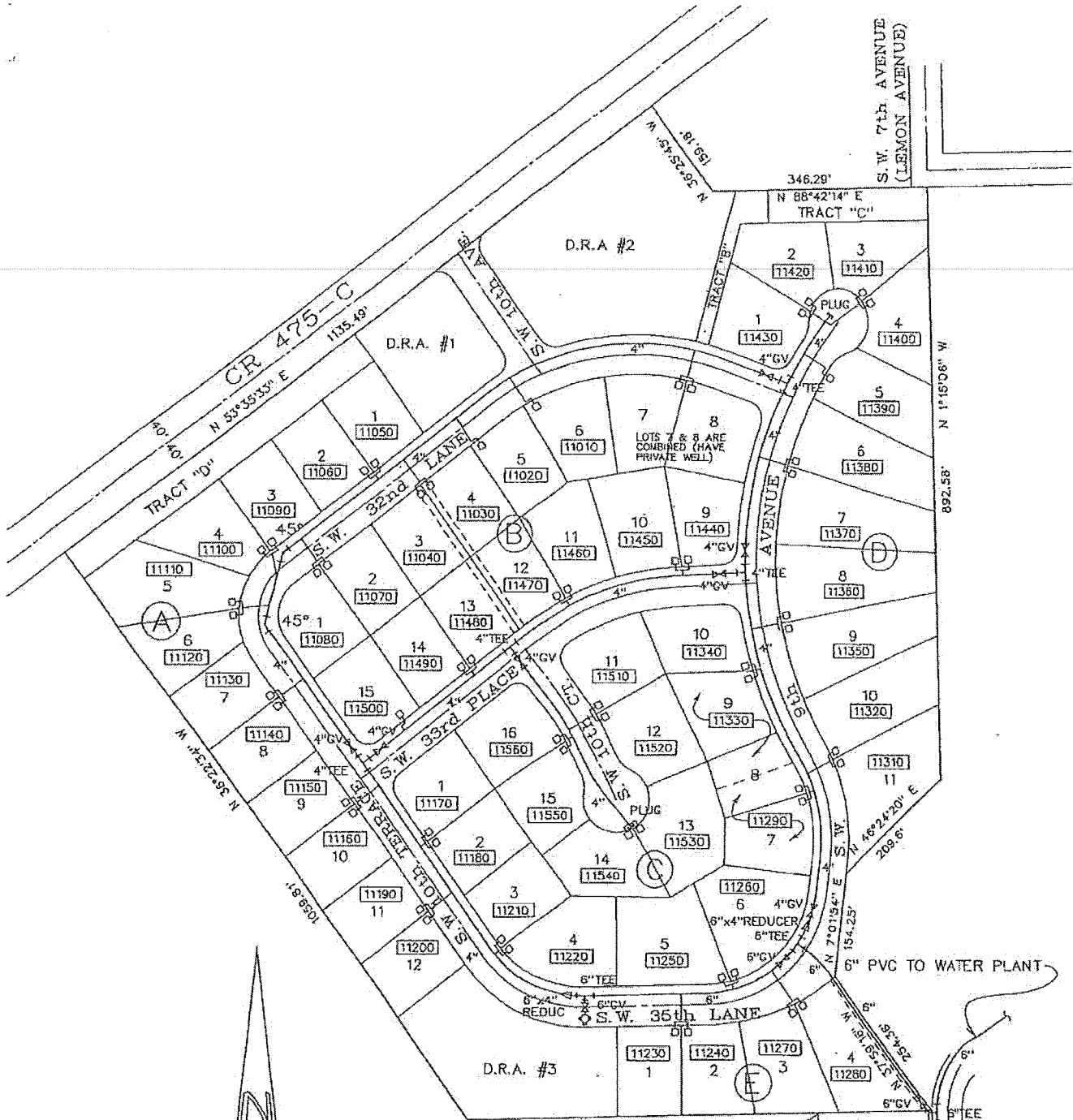
PLOT TIME : 11:20 AM
DATE : 2-5-2014
DISK FILE : CAR-HILL.DC5

10010 = WINDSTREAM UTILITIES ACCOUNT NUMBER
SCALE : 1" = 200'

H-2

RESOLUTION APPENDIX 1-76

JOINT APPLICATION APPENDIX A



SCALE : 1" = 200'

CARRIAGE HILL

PLAT BOOK Y, PAGE 47, 48
MARION COUNTY, FLORIDA

NOTES:

ALL ROADS ARE 60' R/W UNLESS NOTED

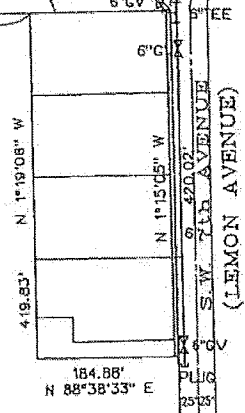
ALL WATER MAINS ARE 17' FROM CENTERLINE OF ROADS

DATE : 2-11-2014

PLOT TIME : 12:47 PM

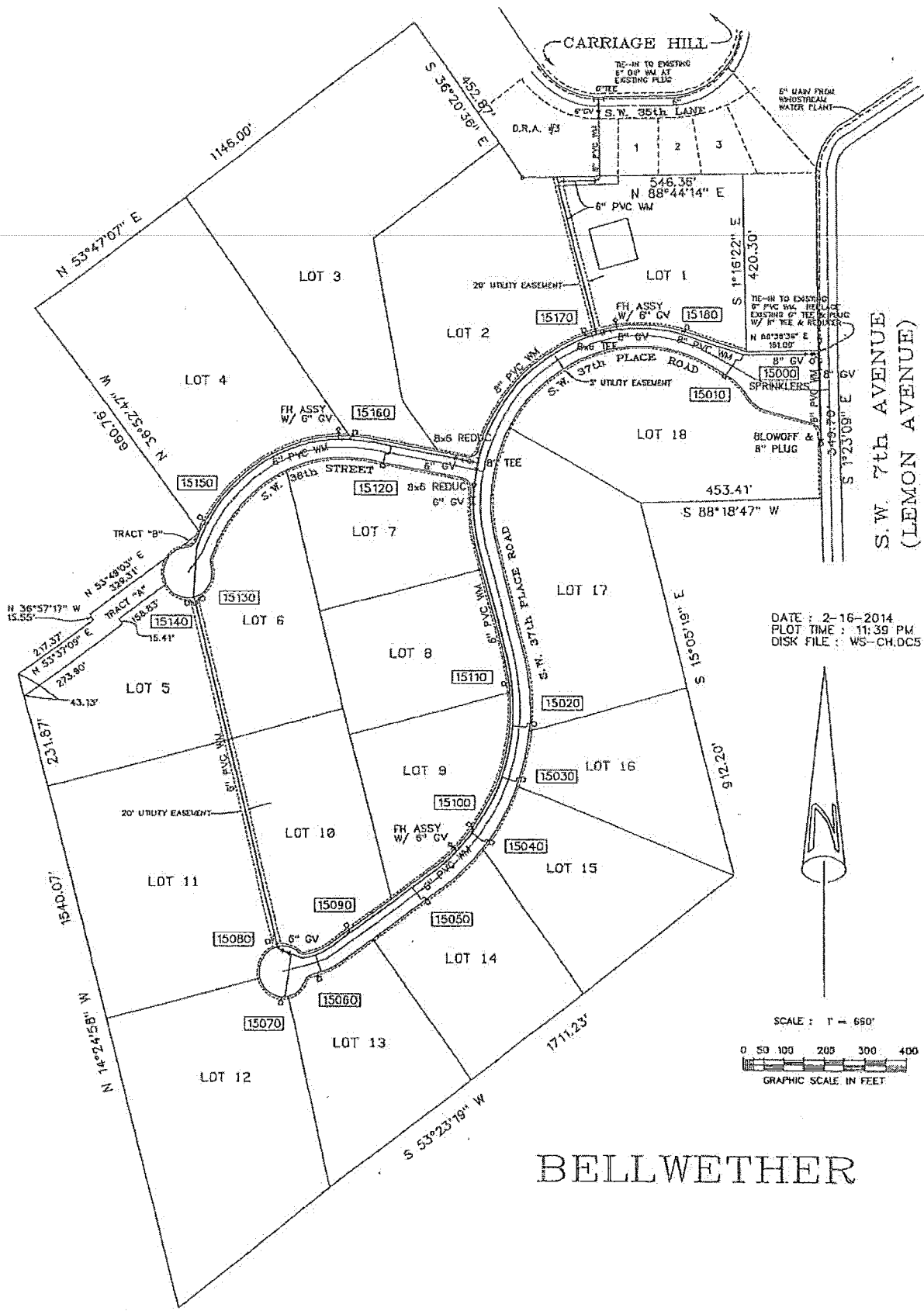
DISK FILE : CAR-HILL.DCS

H-3

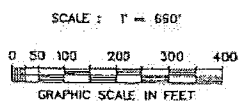


RESOLUTION APPENDIX 1-77

JOINT APPLICATION APPENDIX A



DATE : 2-16-2014
 PLOT TIME : 11:39 PM
 DISK FILE : W6-CH.DCS

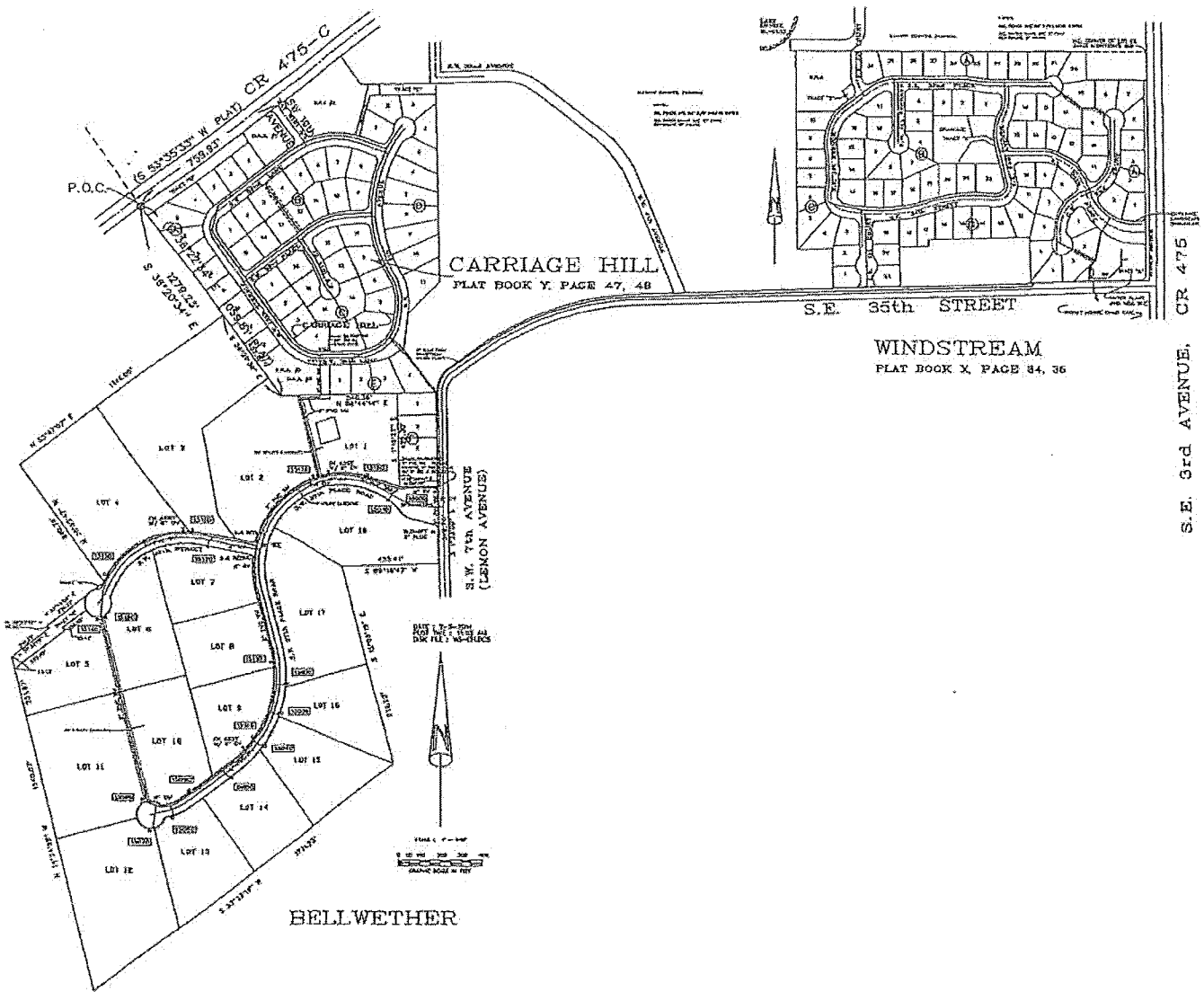


BELLWETHER

H-4

RESOLUTION APPENDIX 1-78

JOINT APPLICATION APPENDIX A



H-5

RESOLUTION APPENDIX 1-79

JOINT APPLICATION APPENDIX A

APPENDIX I
MAP OF WATER TANK SITE AND
FORM OF WATER TANK USE AGREEMENT

I-1

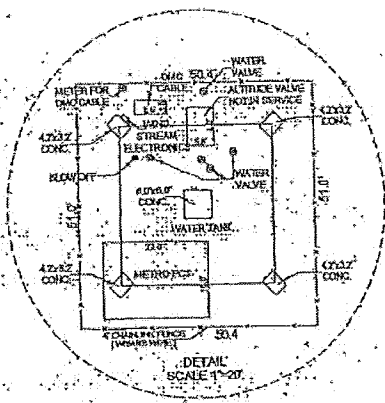
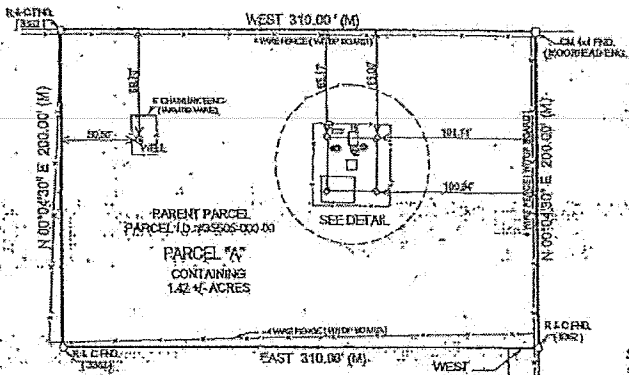
RESOLUTION APPENDIX 1-80

JOINT APPLICATION APPENDIX A

Roman B. Dotson
Ocala

"Have Gun, Will Travel"

Land Surveyor
Florida



DESCRIPTION: Parcel "A", the east 310 feet of the North 200 feet of the SW 1/4 of the SE 1/4 of the SE 1/4 of Section 0, Township 16, South, Range 21, East, Marion County, Florida.

NOTES: (1) Special purpose survey site plan. (2) Bearings based on pl/t. (3) Survey based on existing monumentation found in field. (4) Description furnished by client. (5) Underground improvements, if shown, located by above ground methods and no pecuniary obligation. (6) Roads shown hereon have not been abstracted for right of ways, easements, and/or other instruments of record. (7) Fences located at 20' and corners only. Fences may remain unless otherwise specified. Not to be used for the basis of construction or to erect fences. (8) This survey is only valid for those shown on survey. Not valid for any other use. Copyrights are reserved. (9) Survey or sketch does not reflect or determine ownership.

LEGEND: \times - Nails; \square - Measure; \square - Deed; R/X - Right of Way; O/L - (only line); END - Found; IM - Concrete Monument; R \& C - Red (all rods are 5/8" dia unless otherwise noted); C - Cap; P.D.C. - Point of Commencement; I.O.B. - Point of Beginning; R - Radius; L - Length of Arc; LC - Length of Chord; I.C.A. - Chord Bearing

CERTIFY TO: Windstream Utilities Company
McDonald group Interceptors,

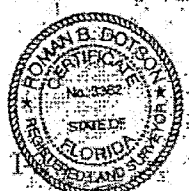
I HEREBY CERTIFY THIS SURVEY MEETS MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE. THIS SURVEY IS PURSUANT TO SECTION 472.027, FLORIDA STATUTES. THIS IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Roman B. Dotson
Roman B. Dotson - RLS #1362
14209 E Hwy 44
Silver Springs, Florida 34481

(352) 625-2784
Fax: 625-3488

FOR: NEWCO
DATE: 2-14-2014
JOB NO: 14-13
BOOK NO: XTELD
DRAWN BY: ALB

Not To Scale
For Easement
Proposes



RESOLUTION APPENDIX I-81

JOINT APPLICATION APPENDIX A

WATER TANK LEASE AGREEMENT

This Water Tank Lease Agreement (this "Lease Agreement"), made this ____ day of _____, 2014, by and between **MARION COUNTY, FLORIDA**, a political subdivision of the State of Florida (the "County") and **WINDSTREAM UTILITIES COMPANY**, a Florida corporation ("Windstream").

WHEREAS, Windstream leases a water tank and appurtenant facilities and land which are used in the operation of its water system designated collectively herein as the "Water Tank" located near SR 200 pursuant to a certain lease dated May 5, 2000; and

WHEREAS, the County and Windstream have entered an Agreement for Purchase and Sale of substantially all of Windstream's water assets located in Marion County, excluding assets within the political boundaries of the City of Ocala, and is willing to pay Windstream for the temporary use of the Water Tank as part of that transaction.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **PREMISES:** The County hereby agrees to lease the Water Tank and Windstream hereby authorizes the County to lease the Water Tank, as more particularly described in the Water Tank Site Map attached hereto as Appendix A, for the term, at the rent, and upon all of the conditions and agreements set forth herein. Upon execution by the County of this Lease Agreement, Windstream shall provide the County with an

easement granting the County all rights of access and use of the Water Tank Site as required by the County to use the Water Tank in the form provided in Appendix B, hereto.

2. **TERM:**

(A) The term of this Lease Agreement shall be for a period of three (3) years and shall commence on the day of closing of the County's purchase of Windstream's water assets pursuant to that certain Agreement for Purchase and Sale between the parties ("Commencement Date") and shall terminate on the third anniversary of such closing. This initial term and any renewal terms are collectively referred to herein as the "Term."

(B) The County shall have the option at its sole discretion to extend this Lease Agreement upon expiration of the Term for additional successive periods of one year by giving Windstream written notice of its intention to do so at least one (1) month prior to the end of the then current Term.

(C) If the County exercises its option referenced in Subsection (B) above more than twice, it shall assume Windstream's inspection, testing, repair, maintenance, permitting and licensing obligations contained within this Lease Agreement.

3. **RENT:** The County shall pay to Windstream the sum of One Thousand Dollars (\$1,000) per month as rent for the first twenty-four (24) months of the Term. For each subsequent twelve (12) month period remaining in any Term of this Lease Agreement, monthly rent shall be escalated by five percent (5%), for example, monthly

rent beginning the third year of this Agreement shall increase to \$1,050; in the fourth year monthly rent shall be \$1,102.50. All payments by the County to Windstream shall be referred to herein as "Rent." Rent shall be paid in six-month increments on March 1 and September 1 of each year (initial and final payments pro-rated) at the address designated in this Lease Agreement for notices.

4. **USE OF PREMISES:**

(A) The County agrees to use the Water Tank in the operation of the County's water system in a manner consistent with prudent utility operations and the County's use of other water tanks owned and operated by the County ("County Operation").

(B) Windstream currently uses the Water Tank as a platform for telecommunications equipment ("Current Use"). Windstream agrees that its Current Use shall not be so altered as to interfere in any way with the County Operation of the Water Tank. In the event that the County reasonably believes that Windstream has either so altered its Current Use or that Windstream is in some other way causing any interference with the County Operation, the County shall give written notice of the interference to Windstream. Immediately upon receipt of the written notice, Windstream and the County shall dispatch authorized representatives to jointly inspect the Water Tank. Windstream and the County may perform, or cause to be performed, technical evaluations to determine the cause of interference and the extent to which County Operation of the Water Tank, including, but not limited to, water quality or flows, may have been

diminished due to the interference. If water quality or flows have not been diminished, Windstream and the County shall determine how Windstream can most efficiently remedy the cause of the interference. Windstream shall then have ten (10) days to initiate remedial actions to eliminate the interference. If the interference to the County's Operation is diminishing the water quality or flows, the County shall notify Windstream of the County's determination, and Windstream shall immediately cease the activity causing the interference with the County's Operation. If Windstream fails to cease its interference with the County's Operation within twenty-four (24) hours of the said notice from the County, the County shall have the right to take whatever reasonable steps it deems necessary to remedy the interference and Windstream shall reimburse the County for any related costs.

5. **MAINTENANCE AND NORMAL OPERATIONS:**

(A) Prior to the Commencement Date, with twenty-four (24) hours prior notice to Windstream, the County shall have access to the Water Tank for the purposes of undertaking any necessary tests, studies, and inspections of the Water Tank.

(B) Windstream shall, at its sole cost and expense, obtain and maintain compliance with all Federal, State, County and other permits and authorizations required to construct, operate, and maintain the Water Tank, including but not limited to, any variance, special exception, or zoning certificate of use required under Marion County Code. Windstream shall provide the County with copies of all permits and authorizations.

(C) Windstream must obtain County approval of any person or entity chosen by Windstream to test, maintain, repair, or replace any part or portion of the Water Tank. In the event the repair, replacement or restoration of the Water Tank, or any component thereof, is required, Windstream shall install only such component as has been approved by the County.

(D) No installation of any additional facilities, excluding those made to the existing communications equipment, on the Water Tank shall be undertaken by Windstream at any time without the prior written consent and approval of the County. Said consent shall not be unreasonably withheld.

(E) No materials or techniques shall be used by Windstream which will cause corrosion or rust or deterioration of the Water Tank structure or its appurtenances.

(F) All testing, repair, maintenance, or other activities of Windstream requiring access to the Water Tank structure, other than those activities solely involving the communications equipment, shall be performed in the presence of and shall be subject to the direct inspection of a designated employee or agent of the County. Such representative of the County shall have the authority to direct any employee or agent of Windstream who is working on the Water Tank to cease any activity when such direction is necessary to protect the County property or the County's Operation.

(G) Windstream shall perform all work in a good and workmanlike manner, and in such a manner as to not interfere with any aspect of County property or the County's Operation.

(H) Windstream shall have access to the Water Tank only under the terms and conditions set forth in this Lease Agreement. Windstream shall notify the County of its desire and intention to perform any non-emergency testing or maintenance which requires access to the Water Tank at least thirty-six (36) hours before such work commences. Should Windstream require immediate access to the Water Tank for emergency repairs, Windstream shall notify the County's representative as identified in this Lease Agreement.

(I) Windstream shall maintain the Water Tank in proper operating condition and maintain the site in satisfactory condition as to appearance and comply with all safety requirements.

(J) No changes or modifications by Windstream of the Water Tank, excluding those relating to the Current Use, may be made without prior County approval. The County reserves the right to reject any proposed change or modification for any reason.

(K) Windstream shall give the County at least thirty (30) days prior written notice of when maintenance, including permitting or testing of the Water Tank will begin. Windstream, and not the County, shall be responsible for obtaining any permits or other required approvals, and protecting the Water Tank during any maintenance or testing period.

(L) It is the responsibility of Windstream to maintain the Water Tank, including landscaping.

6. **UTILITIES:** The County shall pay all charges for utilities used by County and such payment shall be made by the County directly to the utility provider.

7. **PEACEFUL POSSESSION:** Windstream covenants that the County, upon the payment of Rent and the performance of the covenants and conditions of this Lease Agreement, shall and may peaceably and quietly have, hold, and enjoy the Water Tank for the term of this Lease Agreement.

8. **TAXES:** Windstream is solely responsible for any and all taxes related to the Water Tank, which taxes shall be paid promptly by Windstream when due.

9. **REMOVAL OF COUNTY'S PROPERTY:** The County shall, within thirty (30) calendar days after the expiration or other termination of this Lease Agreement, remove all of the County's equipment or facilities, if any, from the Water Tank.

10. **MATERIALS AND CLAIMS:** All materials furnished and any work done on the Water Tank by Windstream or its employees, contractors or agents shall be at Windstream's sole cost and expense. Windstream agrees to protect the Water Tank and the County from all claims of contractors, laborers, and materialmen pursuant to Section 12 of this Agreement.

11. **INSURANCE:** At all times during the term of this Lease Agreement, including the time for removal of the County's equipment or facilities as provided for in this Lease Agreement:

(A) The County shall obtain, pay all premiums for, and provide written evidence of a comprehensive commercial general liability policy, including property damage, indemnifying, defending, and saving harmless Windstream and its agents and employees from all claims, suits, costs, losses, and expenses that may in any manner result from or arise out of the County's actions, use or occupancy of the Water Tank. Said policy shall have a minimum bodily injury limit per injury or death of any one person and an aggregate limit for injury or death of two or more persons in any one occurrence up to the limitations of liability provided in section 768.28, Florida Statutes. Such insurance shall name Windstream, its agents and employees, as additional insureds.

(B) Windstream shall obtain, pay all premiums for, and provide the County with evidence of a comprehensive commercial general liability policy indemnifying, defending, and saving harmless the County and its agents and employees from all claims, suits, costs, loses, and expenses that may in any manner result from or arise out of the County's use or occupancy of the Water Tank due to Windstream's actions or inactions. Said policy shall have a minimum bodily injury limit of \$1,000,000 per injury or death of any one person and an aggregate limit of \$3,000,000 for injury or death of two or more persons in any one occurrence. Such insurance shall name the County, its agents and employees, as additional insureds.

(C) Windstream shall obtain, pay all premiums for, and provide the County written evidence of property damage insurance against all risks of direct physical loss, including loss by fire, lightning and other risks which at the time are included under

“extended coverage” endorsements, in amounts not less than 100% of the actual replacement value of the Water Tank and appurtenant facilities and equipment.

(D) Within five (5) days from execution of this Lease Agreement, each party shall deliver to the other a policy or certificate evidencing compliance with the insurance requirements of this Lease Agreement.

(E) The policies required by this Lease Agreement shall be in a form reasonably satisfactory to the Marion County Attorney and shall require thirty (30) calendar days written notice of any cancellation to both the County and Windstream. In the event of any such cancellation notice, the cancelled party shall obtain, pay all premiums for, and deliver to the other party written evidence of payment of premiums and duplicate copies of any replacement for insurance so canceled within thirty (30) calendar days following receipt by the County or Windstream of any notice of cancellation.

12. **LIABILITY AND INDEMNITY:** Windstream agrees to indemnify, defend, and save the County harmless from and against any liability and all claims of whatever nature arising from or claimed to arise from any act or omission of Windstream, or its contractors, licensees, agents, servants, or employees, or arising from any incident, injury, or cause whatsoever to any person or to any property occurring in, on, or about the Water Tank or any part thereof. Windstream’s obligation includes all costs, expenses, and liabilities incurred in connection with any claim or proceeding, including the reasonable expense of investigating and defending any such claim or proceeding.

The County agrees to indemnify, defend, and save Windstream harmless from and against any liability and all claims of whatever nature arising from or claimed to arise from any act or omission of the County, or its contractors, licensees, agents, servants, or employees, or arising from any incident, injury, or cause whatsoever to any person or to any property occurring in, on, or about the Water Tank or any part thereof, up to the limitations of liability provided in section 768.28, Florida Statutes. The County's obligation includes all costs, expenses, and liabilities incurred in connection with any claim or proceeding, including the reasonable expense of investigating and defending any such claim or proceeding.

13. **TERMINATION:** The County may terminate this Lease Agreement at its sole discretion. If the County elects to terminate this Lease Agreement under this paragraph, the County shall give Windstream not less than one (1) month prior written notice thereof. Windstream may terminate this Agreement upon an event of Default by the County.

14. **DEFAULT AND EFFECT OF DEFAULT:** Each of the following events shall constitute a default of this Lease Agreement.

(A) By Windstream: Windstream's failure to perform or comply with any of the terms or covenants of this Lease Agreement and such failure continuing for a period of ten (10) calendar days after written notice to Windstream. In the event of Default, the County may, at its sole discretion, provide Windstream with thirty (30) days written notice of its intent to terminate this Lease Agreement, without prejudice to any

other remedy which the County might be entitled to pursue, including the County's rights under this Lease Agreement to eliminate any interference caused by Windstream.

(B) By County: the County's failure to pay Rent or other sums herein specified within ten (10) calendar days after receipt of written notice to County of said default. In the event of Default by the County, Windstream may, at its sole discretion, provide the County with thirty (30) days written notice of its intent to terminate this Lease Agreement, without prejudice to any other remedy which Windstream might be entitled to pursue.

15. **AGREEMENT ASSIGNMENT:** Windstream shall neither sell, assign or transfer this Lease Agreement without the prior written approval of the County, which approval may be withheld in the sole and absolute discretion of the County.

16. **BINDING EFFECT:** All of the terms, covenants, rights, liabilities and conditions of this Lease Agreement apply to and are binding upon the respective heirs, executors, administrators, successors, and assigns of the parties.

17. **SEVERABILITY:** Any provision of this Lease Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such remaining provisions shall remain in full force and effect.

18. **HEADINGS:** The paragraph captions contained in this Lease Agreement are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.

19. **PRIOR AGREEMENTS:** This Lease Agreement contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease Agreement, and no agreement or understanding pertaining to any such matter shall be effective for any purpose. This Lease Agreement shall not be amended except by an agreement in writing signed by the parties hereto or their respective successors in interest.

20. **NOTICES:** All notices and demands required in this Lease Agreement shall be deemed duly served if sent by one party to the other party, registered or certified mail, return receipt requested, postage prepaid, to the address of said party set forth below or to such other address as a party may from time to time designate in writing:

WINDSTREAM: L. E. "Butch" Dlouhy
2407 Southeast 19 Circle
Ocala, Florida 34471

WITH COPIES TO: William E. Sundstrom, Esq.
Sundstrom & Mindlin, LLP
2548 Blairstone Pines Drive
Tallahassee, Florida 32301

COUNTY: Flip Mellinger, Director
Marion County Utilities
1219 South Pine Avenue
Ocala, Florida 34471

WITH COPIES TO: Matthew Guy Minter, Esq.
Marion County Attorney's Office
601 Southeast 25th Avenue
Ocala, Florida 34471

21. **WAIVERS:** No waiver by the parties of any provision of this Lease Agreement shall be deemed to be a waiver of any other provision hereof or of any

March 14, 2014
Draft No. 6 v3

subsequent breach . Any written County consent or approval of an act by Windstream inconsistent with the terms of this Lease Agreement shall not be deemed to render unnecessary the obtaining of the County's consent to or approval of any subsequent act by Windstream whether or not similar to the act so consented to or approved.

22. **GOVERNING LAW, JURISDICTION AND VENUE:** This Lease Agreement shall be governed by Florida law and any action brought by or between the parties shall vest jurisdiction and venue exclusively in the courts located in Marion County.

23. **GOVERNMENTAL IMMUNITY:** Notwithstanding any provision of this Lease Agreement to the contrary, nothing contained herein shall preclude Marion County from pleading governmental immunity in actions brought against it, including such immunity as provided in the Florida Constitution and such limitations of liability as provided in section 768.28, Florida Statutes.

March 14, 2014
Draft No. 6 v3

IN WITNESS THEREOF, the parties hereto have caused this Lease Agreement
to be duly executed as of the day and year first above written.

ATTEST:

WINDSTREAM UTILITIES COMPANY

By: L.E. Dlouhy
Title: President

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF MARION COUNTY, FLORIDA

Clerk

By: Carl Zalak, III
Title: Chairman

Date: _____

For Use and Reliance of Marion County Only,
Approved as to Form

Matthew G. Minter
County Attorney

March 14, 2014
Draft No. 6 v3

APPENDIX A
WATER TANK SITE MAP

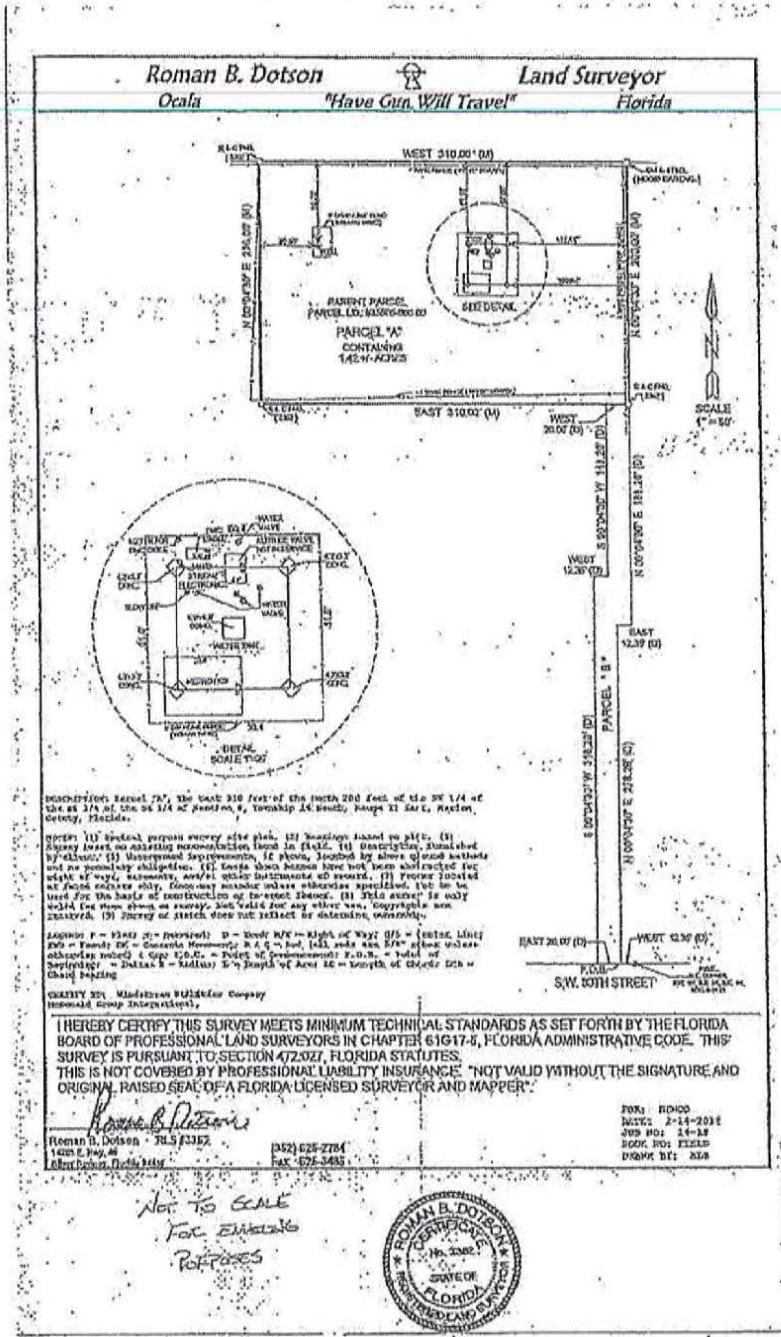
A-1

I-17

RESOLUTION APPENDIX 1-96

JOINT APPLICATION APPENDIX A

March 14, 2014
 Draft No. 6 v3



A-2

I-18

RESOLUTION APPENDIX 1-97

JOINT APPLICATION APPENDIX A

March 14, 2014
Draft No. 6 v3

APPENDIX B

EASEMENT

B-1

I-19

RESOLUTION APPENDIX I-98

JOINT APPLICATION APPENDIX A

March 14, 2014
Draft No. 6 v3

Record and Return to:
Matthew Minter
County Attorney, Marion County, Florida
601 S.E. 25th Avenue
Ocala, FL 34471

ACCESS AND UTILITY EASEMENT

THIS ACCESS AND UTILITY EASEMENT, is made this ____ day of _____, 2014, by WINDSTREAM UTILITY COMPANY, whose mailing address is Post Office Box 4201, Ocala, Florida, 34478 ("Grantor"), and MARION COUNTY, a political subdivision of the State of Florida, ("Grantee"), whose mailing address is 601 SE 25th Avenue, Ocala, Florida 34470.

WITNESSETH

That the Grantor, for and in consideration of the sum of Ten dollars (\$10.00) and other good and valuable consideration paid to the Grantor by the Grantee, the receipt and sufficiency of which is hereby acknowledged, hereby conveys, grants, bargains and sells unto the Grantee, its successors and assigns, a non-exclusive easement, license and privilege to enter upon and to install and maintain utility facilities, in, on, over and under the lands described in Exhibit "A" hereto (hereinafter referred to as the "Utility Easement Area"), together with the right of ingress and egress over said Utility Easement Area, and a non-exclusive easement for access, with the right of ingress and egress over the lands described in Exhibit "B" hereto (hereinafter referred to as the "Access Easement Area"), located in Marion County, Florida, to wit:

See Exhibits "A" and "B" attached hereto and incorporated by reference herein.

The easement rights in the Utility and Access Easement Areas include all other rights and privileges reasonably necessary or convenient for the safe and efficient use of the easement for the purposes described above.

TO HAVE AND TO HOLD the aforesaid Easements, together with each and every one of the rights, members and appurtenances thereof to the same being, belonging, or in anywise appertaining, to the use and benefit of Grantee. Grantor hereby covenants with Grantee that the Utility and Access Easement Areas have been lawfully demised to Grantor; that Grantor has good right and lawful authority to grant the foregoing Easements; and that Grantor will defend the same against the lawful claims of all persons whomsoever. The Easements granted herein are reservations and conditions appurtenant to Grantor's leasehold estate, shall run with the lands comprising the Utility and Access Easement Areas for the duration of that certain Water Tank Lease Agreement, dated _____, 2014, by and between Grantee and Grantor, and shall be binding upon the successors and assigns of Grantor and all persons or entities acquiring during

B-2

I-20

RESOLUTION APPENDIX 1-99

JOINT APPLICATION APPENDIX A

March 14, 2014
Draft No. 6 v3

the duration of said Water Tank Lease Agreement right, title or interest in the leasehold estate in said Utility or Access Easement Areas by, through or under Grantor.

[Signature Pages Follow]

B-3

I-21

RESOLUTION APPENDIX 1-100

JOINT APPLICATION APPENDIX A

March 14, 2014
Draft No. 6 v3

IN WITNESS WHEREOF, the Grantor and Grantee have executed this Basement on the day and year first above written.

WITNESSES:

Print Name: _____

L.E. Dlouhy, President

Print Name: _____

Grantor

STATE OF FLORIDA _____
COUNTY OF MARION

The foregoing instrument was acknowledged and subscribed before me this ____ day of _____, 2014, by L.E. Dlouhy, as president of Windstream Utility Company, who _____ is personally known to me or _____ produced _____ as identification and who acknowledged to and before me that he executed the same freely and voluntarily for the purposes therein expressed.

My Commission Expires:

NOTARY PUBLIC

Accepted by:

Marion County, a political subdivision of the State of Florida,

Attest:

By Carl Zalak, III, Chairman
Board of County Commissioners

Marion County Clerk of Court

Grantee

By: _____
Print Name: _____

Approved as to form and legality:

Matthew Minter, County Attorney

B-4

March 14, 2014
Draft No. 6 v3

EXHIBIT "A"

(Utility Easement Area – Parcel "A")

PARCEL "A" DESCRIPTION:
THE EAST 310 FEET OF THE NORTH 200 FEET
OF THE S.W. 1/4 OF THE S.E. 1/4 OF THE
S.E. 1/4 OF SECTION 8, TOWNSHIP 16 SOUTH,
RANGE 21 EAST, ALL LYING AND BEING IN
MARION COUNTY, FLORIDA AND CONTAINING
1.42 ACRES, MORE OR LESS.

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RESOLUTION APPENDIX 1-102

JOINT APPLICATION APPENDIX A

EXHIBIT "B"

(Access Easement Area – Parcel "B")

PARCEL "B" DESCRIPTION:

FROM THE S.E. CORNER OF THE S.W. 1/4 OF THE S.E. 1/4 OF THE S.E. 1/4 OF SECTION 8, TOWNSHIP 16 SOUTH, RANGE 21 EAST; RUN WEST FOR A DISTANCE OF 12.35 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREINAFTER DESCRIBED; THENCE RUN N 0°04'30" E FOR A DISTANCE OF 278.28 FEET TO A POINT; THENCE RUN EAST FOR A DISTANCE OF 12.35 FEET TO A POINT; THENCE RUN N 0°04'30" E FOR A DISTANCE OF 188.20 FEET TO A POINT; THENCE RUN WEST FOR A DISTANCE OF 20.00 FEET TO A POINT; THENCE RUN S 0°04'30" W FOR A DISTANCE OF 148.20 FEET TO A POINT; THENCE RUN WEST FOR A DISTANCE OF 12.35 FEET TO A POINT; THENCE RUN S 0°04'30" W FOR A DISTANCE OF 318.28 FEET TO A POINT; THENCE RUN EAST FOR A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

B-6

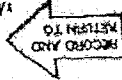
I-24

RESOLUTION APPENDIX 1-103

JOINT APPLICATION APPENDIX A

Rec. 10-50
DS 273-00

This instrument prepared by:
Frank C. Amato
500 N. E. Eighth Avenue
Ocala, FL 34470



93-079972

RECORDED
VERIFIED
MARION COUNTY, FL
93 NOV 18 AM 8:36

PERSONAL REPRESENTATIVE'S DEED

BY THIS DEED, SALLY E. BOYD, as Personal Representative of the Estate of Roy Thagard Boyd, Jr., Also known as R. T. Boyd, Jr., deceased, whose address is 3707 N. W. 110th Avenue, Ocala, FL 34482, hereinafter called Grantor, pursuant to the powers granted to her in the Last Will and Testament of decedent dated November 1, 1990, and filed with the Clerk of Court, Fifth Judicial Circuit, in Case No. 93-438 CP, and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration in hand paid by WINDSTREAM UTILITIES COMPANY, a Florida corporation, whose mailing address is P. O. Box 4201, Ocala, FL 34478, and whose Employer Identification Number is 59-2382670, hereinafter called the Grantee, conveys to Grantee the following real property in Marion County, Florida:

A portion of Tract "M", Block K, Sun Country Estates II, as recorded in Plat Book V, pages 90 and 91, of the Public Records of Marion County, Florida, being more fully described as follows:

Commence at the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of Section 17, Township 15 South, Range 21 East, Marion County, Florida; thence run South 89°47'54" East along the north boundary of said Northeast 1/4 of Southwest 1/4 of Section 17 (also the centerline of S. W. 85th Street right-of-way, 80.0 feet wide), 48.08 feet; thence depart said centerline South 03°02'06" West, 57.65 feet to the Point of Beginning; thence continue South 03°02'06" West 20.60 feet; thence depart South 89°31'33" East 72.88 feet; thence North 02°13'06" East 20.45 feet; thence North 89°24'57" West 72.59 feet to the Point of Beginning.

TOGETHER WITH an easement for ingress and egress to said property and an easement to locate a second well on Tract M or Lots 5 and 6, Block K, if those lots are acquired by the Estate, its successors or assigns.

SUBJECT TO restrictions, reservations and easements, if any, as shown on the plat of Sun Country Estates II as recorded in Plat Book V, pages 90 and 91, public records of Marion County, Florida; easement to Florida Power Corporation as recorded in Deed Book 264, page 222, Public Records of Marion County, Florida; Covenant to the Board of County Commissioners of Marion County, Florida, as recorded in Official Records Book 1155, page 854, public records of Marion County, Florida; Agreement recorded in Official Records Book 1155, page 855, public records of Marion County, Florida; and real property taxes for 1993.

Part of Property Appraiser's Tax Parcel No. 3563-000-001.

Grantor covenants with Grantee that Grantor has good right and lawful authority to sell and convey the property and warrants the title to the property for any acts of Grantor and will defend the title against the lawful claims of all persons claiming by, through or under Grantor, and Grantor hereby releases the above described property from any rights of the Personal Representative under Sections 733.607 and 733.608 of the Florida Probate Code.

IN WITNESS WHEREOF, Grantor has hereunto set her hand and seal this 8 day of March, 1993.

Signed, sealed and delivered in the presence of:

Sign: [Signature]
Print name: Frank C. Amato
Sign: [Signature]
Print name: Frank C. Amato

[Signature]
Sally E. Boyd, as Personal Representative of the Estate of Roy Thagard Boyd, Jr., also known as R. T. Boyd, Jr., deceased

WM1979030627

BK1978PG0628

STATE OF FLORIDA
COURTY OF MARION

The foregoing instrument was acknowledged before me, this
8th day of March, 1993, by Sally E. Boyd, as Personal
Representative of the Estate of Roy Thagard Boyd, Jr., also known as R. T.
Boyd, Jr., deceased, who is personally known to me and who did take an oath.

Sign: Emma Jean Moore
Print Name: Emma Jean Moore
NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE

My commission expires:

OFFICIAL NOTARY SEAL
EMMA JEAN MOORE
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC04015
MY COMMISSION EXP. DEC. 15, 1996

STATE OF FLORIDA
RECEIVED
APR 12 1993
275.00

APPENDIX J
PAYMENTS FROM COUNTY TO WINDSTREAM

J-1

RESOLUTION APPENDIX 1-106
JOINT APPLICATION APPENDIX A

Payments from Marion County, Florida

To Windstream Utilities Company

Closing Date Initial Payment: \$500,000 plus the first quarterly payment, prorated for the quarter ending August 31, 2014 (Such advance quarterly payment equaling \$68,674 if the Closing Date is June 11, 2014).

09/01/14	\$78,000
12/01/14	\$78,000
03/01/15	\$78,000
06/01/15	\$78,000
09/01/15	\$78,000
12/01/15	\$78,000
03/01/16	\$78,000
06/01/16	\$78,000
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03/01/37	\$78,000
06/01/37	\$78,000
09/01/37	\$78,000
12/01/37	\$78,000
03/01/38	\$78,000
06/01/38	\$78,000
09/01/38	\$78,000
12/01/38	\$ (prorated)

The Closing Date Initial Payment is to be paid by Purchaser to Seller on the Closing Date in a lump sum of \$500,000 together with a first quarterly payment, prorated from the Closing Date for the quarter ending August 31, 2014.

The remaining annual payments of \$312,000 are to be paid in equal quarterly increments payable on September 1, December 1, March 1, and June 1 of each year, with initial and final payments pro-rated, and with the last payment to be made on the 25th anniversary of the Closing Date.

All payments made pursuant to this Appendix J shall (1) be made solely from Net Revenues of the System (as such terms are defined in the Purchaser's Resolution No. 93-R-292, as amended and supplemented, hereafter referred to as the "Utilities Bond Resolution") and shall not constitute a general obligation debt of the Purchaser or a pledge of the faith and credit of the Purchaser, and (2) in all respects be treated as payments on "Subordinated Indebtedness" as defined in and in accordance with the provisions of the Utilities Bond Resolution the payment of such expressly subordinate to the payment of all Bonds (as defined in the Utilities Bond Resolution) issued at any time pursuant to the Utilities Bond Resolution and any Subordinated Indebtedness issued prior to the date of this Agreement. An event of default under the Utilities Bond Resolution shall constitute an event of default under the Installment Payments. Purchaser has or shall adopt a rate covenant to charge and collect sufficient revenues to pay 100 % of the interest and principal on the Bonds and all Subordinated Indebtedness, including Installment Payments.

APPENDIX K
LIST OF CUSTOMERS, CUSTOMER ACCOUNTS AND RECEIVABLES

A detailed listing of customers and customer information has been provided separately in electronic format to the Purchaser, including accounts receivable information. Customer deposit information is included in this Appendix. All deposit balances listed are refundable.

Windstream Utilities

Deposit Register Report

Customer Deposits
Through: 01/24/2014
Sorted by : Account Number
Limited to: Route - 09

Account Num.	Service ID	Customer Name	Outstanding	Interest	Balance
Service	Deposit Num.	Original Date	Amount - Collected = Balance	Holding	Holding
26115A	26115	MENDIETA, NILA A			
WATER		11/29/2005	25.00 25.00	0.00	25.00
26115D	26115	LEWIS, HEATHER			
WATER		09/17/2009	100.00 100.00	0.00	100.00
26120B	26120	SABO, GERALD			
WATER		12/12/2006	25.00 25.00	0.00	25.00
26125F	26125	NGUYEN, SIEN			
WATER		10/28/2013	25.00 25.00	0.00	25.00
26140B	26140	SMITH, BEVERLY			
WATER		08/02/2007	25.00 25.00	0.00	25.00
26165D	26165	MLIERAS, BRIDGETTE			
WATER		09/23/2013	25.00 25.00	0.00	25.00
26190A	26190	RAMOS, MARCEL			
WATER		09/20/2005	25.00 25.00	0.00	25.00
26190D	26190	DAVENPORT, CALVIN			
WATER		03/13/2013	100.00 100.00	0.00	100.00
26220C	26220	MACDONALD, EDNA			
WATER		04/13/2011	100.00 100.00	0.00	100.00
26230B	26230	ANDERSON, BREE			
WATER		06/21/2013	25.00 25.00	0.00	25.00
26235D	26235	WHALEN, MATTHEW			
WATER		12/17/2010	100.00 100.00	0.00	100.00
26240C	26240	BREESE, ANDREW			
WATER		12/29/2008	25.00 25.00	0.00	25.00
26245B	26245	TROTTER, TAMALA			
WATER		03/10/2009	25.00 25.00	0.00	25.00
26250C	26250	WHITAKER, JAMIE			
WATER		11/08/2013	25.00 25.00	0.00	25.00
26255A	26255	NELSON, DARCIA			
WATER		11/30/2005	25.00 25.00	0.00	25.00
26260B	26260	EVANS, JOYCE			
WATER		04/02/2013	25.00 25.00	0.00	25.00
26265B	26265	HARRIS, RANDY			
WATER		11/15/2012	100.00 100.00	0.00	100.00
26270B	26270	DE JESUS, ALEJANDRO			
WATER		08/21/2013	25.00 25.00	0.00	25.00
26275E	26275	OCALA REALTY WORLD,			
WATER		01/06/2014	25.00 25.00	0.00	25.00
26275F	26275	STOOP, CRISTIN			
WATER		01/22/2014	25.00 25.00	0.00	25.00
26280A	26280	KRUGER, DEAN			
WATER		10/09/2009	75.00 75.00	0.00	25.00
26280I	26280	GREENLAW, NANCY			
WATER		01/22/2014	100.00 0.00	100.00	0.00
26290B	26290	BONILLA, OMAR			
WATER		11/13/2009	25.00 25.00	0.00	25.00
26320B	26320	ASH, ROGER			
WATER		05/04/2007	25.00 25.00	0.00	25.00

Account Num.	Service ID	Customer Name	Outstanding				Interest	Balance
Service	Deposit Num.	Original Date	Amount	- Collected	= Balance	Applied	Refunded	Holding
26360B	26360							
WATER		07/10/2013	25.00	25.00	0.00	0.00	0.00	25.00
26375D	26375							
WATER		02/07/2011	100.00	100.00	0.00	0.00	0.00	100.00
26385C	26385							
WATER		10/31/2011	100.00	100.00	0.00	0.00	0.00	100.00
26430A	26430							
WATER		12/06/2004	25.00	25.00	0.00	0.00	0.00	25.00
26430D	26430							
WATER		01/19/2007	25.00	25.00	0.00	0.00	0.00	25.00
26435C	26435							
WATER		06/03/2013	25.00	25.00	0.00	0.00	0.00	25.00
26450B	26450							
WATER		05/10/2013	100.00	100.00	0.00	0.00	0.00	100.00
26455B	26455							
WATER		04/06/2012	25.00	25.00	0.00	0.00	0.00	25.00
26460C	26460							
WATER		12/07/2006	25.00	25.00	0.00	0.00	0.00	25.00
26475A	26475							
WATER		05/13/2005	25.00	25.00	0.00	0.00	0.00	25.00
26490E	26490							
WATER		05/12/2010	25.00	25.00	0.00	0.00	0.00	25.00
26495B	26495							
WATER		07/27/2009	25.00	25.00	0.00	0.00	0.00	25.00
26500B	26500							
WATER		12/29/2008	25.00	25.00	0.00	0.00	0.00	25.00
26510A	26510							
WATER		11/28/2005	25.00	25.00	0.00	0.00	0.00	25.00
26510E	26510							
WATER		06/07/2012	100.00	100.00	0.00	0.00	0.00	100.00
26515A	26515							
WATER		07/28/2006	25.00	25.00	0.00	0.00	0.00	25.00
26515E	26515							
WATER		07/25/2013	100.00	100.00	0.00	0.00	0.00	100.00
Grand Totals								
WATER	/ /		1900.00	1800.00	100.00	-11.79	-38.21	1750.00

Windstream Utilities

Deposit Register Report

Customer Deposits

Through: 01/24/2014

Sorted by: Account Number

Limited to: Route - 08

Account Num.	Service ID	Customer Name	Outstanding	Interest	Balance		
Service	Deposit Num.	Original Date	Amount - Collected = Balance	Applied	Refunded	Interest Holding	Balance Holding
23020B WATER	23020 07/26/2011	COLEN, ROBERT	25.00 25.00 0.00	0.00	0.00	0.00	25.00
23030D WATER	23030 11/22/2013	FREDERICK, JAMESON	25.00 25.00 0.00	0.00	0.00	0.00	25.00
23040B WATER	23040 08/22/2007	RODRIGUEZ, KECIA	25.00 25.00 0.00	0.00	0.00	0.00	25.00
23045C WATER	23045 05/04/2011	LOPEZ, WANDA	100.00 100.00 0.00	0.00	0.00	0.00	100.00
23055B WATER	23055 05/28/2013	QUASH, JANA	100.00 100.00 0.00	0.00	0.00	0.00	100.00
23060B WATER	23060 05/14/2012	LASZAIC, MATTHEW	25.00 25.00 0.00	0.00	0.00	0.00	25.00
23065B WATER	23065 02/01/2012	GAMBERINO, JOSEPH	25.00 25.00 0.00	0.00	0.00	0.00	25.00
23070B WATER	23070 08/12/2013	WALLACE, BARBARA	25.00 25.00 0.00	0.00	0.00	0.00	25.00
23075B WATER	23075 05/04/2007	MOORE, TRUDY	25.00 25.00 0.00	0.00	0.00	0.00	25.00
23075H WATER	23075 06/12/2013	MOORE, SHANNON	100.00 100.00 0.00	0.00	0.00	0.00	100.00
23085B WATER	23085 08/25/2011	WILSON, KATE	25.00 25.00 0.00	0.00	0.00	0.00	25.00
23100C WATER	23100 03/11/2013	WOODLAND, ANTHONY	25.00 25.00 0.00	0.00	0.00	0.00	25.00
23110A WATER	23110 03/12/2004	NUGENT, KERRY ANN	25.00 25.00 0.00	0.00	0.00	0.00	25.00
23120A WATER	23120 07/30/2010	NAICKER, VISHWA	75.00 75.00 0.00	-25.00	-25.00	0.00	25.00
23135B WATER	23135 10/02/2006	LYNCH, SYLVIA	25.00 25.00 0.00	0.00	0.00	0.00	25.00
23135F WATER	23135 01/27/2010	LANG, G HOWARD/...	25.00 25.00 0.00	0.00	0.00	0.00	25.00
23150B WATER	23150 11/13/2012	MANN, CARYL	25.00 25.00 0.00	0.00	0.00	0.00	25.00
23165B WATER	23165 03/06/2013	CAMPERLENGO, NINA	25.00 25.00 0.00	0.00	0.00	0.00	25.00
23180E WATER	23180 03/28/2011	KURBANICK, DAWN	25.00 25.00 0.00	0.00	0.00	0.00	25.00
23220B WATER	23220 09/24/2012	DELOACH, DEBBIE	25.00 25.00 0.00	0.00	0.00	0.00	25.00
23250D WATER	23250 11/16/2010	CRENNAN, LUCY K	100.00 100.00 0.00	0.00	0.00	0.00	100.00
23300D WATER	23300 01/10/2013	WILLIAMS, PATRICIA	25.00 25.00 0.00	0.00	0.00	0.00	25.00
23320C WATER	23320 09/02/2011	AVANT, LISA	25.00 25.00 0.00	0.00	0.00	0.00	25.00
23325B WATER	23325 04/04/2012	EDWARDS, WILLIAM	25.00 25.00 0.00	0.00	0.00	0.00	25.00

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Deposit Register

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RESOLUTION APPENDIX 1-113

JOINT APPLICATION APPENDIX A

Account Num.	Service ID	Customer Name	Outstanding	Interest	Balance			
Service	Deposit Num.	Original Date	Amount - Collected	= Balance	Applied	Refunded	Holding	Holding
23345A WATER	23345 06/23/2004	JENKINS, KEITH	25.00 25.00	0.00	0.00	0.00	0.00	25.00
23370E WATER	23370 11/13/2012	KELSEY, MARCIA	100.00 100.00	0.00	0.00	0.00	0.00	100.00
23395A WATER	23395 05/07/2004	GREEN, GARY A	25.00 25.00	0.00	0.00	0.00	0.00	25.00
23400D WATER	23400 01/28/2009	CURCI, MIQUEL	25.00 25.00	0.00	0.00	0.00	0.00	25.00
23405D WATER	23405 05/31/2013	SHEFFIELD, RYAN	25.00 25.00	0.00	0.00	0.00	0.00	25.00
23410A WATER	23410 09/27/2002	BALL, LAWRENCE	25.00 25.00	0.00	0.00	0.00	0.00	25.00
23415A WATER	23415 08/18/2003	CHEN, QING	25.00 25.00	0.00	0.00	0.00	0.00	25.00
23415E WATER	23415 07/02/2013	BARMADA, MOHSEN	100.00 100.00	0.00	0.00	0.00	0.00	100.00
23435B WATER	23435 02/15/2013	LEAMER, RICHEY	25.00 25.00	0.00	0.00	0.00	0.00	25.00
23445C WATER	23445 05/07/2010	GIAQUINTO, KIMBERLY	25.00 25.00	0.00	0.00	0.00	0.00	25.00
23450B WATER	23450 06/29/2007	CLARK, RONALD	25.00 25.00	0.00	0.00	0.00	0.00	25.00
23455B WATER	23455 06/26/2007	RAMIREZ, DIONISIO	25.00 25.00	0.00	0.00	0.00	0.00	25.00
23455C WATER	23455 12/03/2012	MOSS, LISA	100.00 100.00	0.00	0.00	0.00	0.00	100.00
23465B WATER	23465 05/17/2010	WRIGHT, MARCUS	25.00 25.00	0.00	0.00	0.00	0.00	25.00
23490C WATER	23490 09/11/2013	ROBISON, MONTE	25.00 25.00	0.00	0.00	0.00	0.00	25.00
23505A WATER	23505 04/29/2005	ROSA, GEORGE / YVETTE	25.00 25.00	0.00	0.00	0.00	0.00	25.00
23515G WATER	23515 01/10/2012	LLOYD, MARK	25.00 25.00	0.00	0.00	0.00	0.00	25.00
23535C WATER	23535 06/06/2012	BLACKMAN, OSWALD	100.00 100.00	0.00	0.00	0.00	0.00	100.00
23545B WATER	23545 11/06/2012	SHARPE, VICKI	25.00 25.00	0.00	0.00	0.00	0.00	25.00
23550A WATER	23550 07/14/2003	NORMAND, DONNA	25.00 25.00	0.00	0.00	0.00	0.00	25.00
23555B WATER	23555 07/17/2012	TRIAS, TRACY	25.00 25.00	0.00	0.00	0.00	0.00	25.00
23590B WATER	23590 06/19/2013	REVAL, CRAIG	25.00 25.00	0.00	0.00	0.00	0.00	25.00
23595B WATER	23595 07/11/2006	MAIER, HEDI	50.00 50.00	0.00	0.00	-25.00	0.00	25.00
23600D WATER	23600 09/27/2010	NEWMAN, NOELLE	100.00 100.00	0.00	0.00	0.00	0.00	100.00
23635B WATER	23635 09/06/2007	HOGAN, ERICA	25.00 25.00	0.00	0.00	0.00	0.00	25.00
23645B WATER	23645 01/20/2010	SETTINO, RONALD	25.00 25.00	0.00	0.00	0.00	0.00	25.00
23650D WATER	23650 02/22/2013	BAEZ, CYNTHIA	100.00 100.00	0.00	0.00	0.00	0.00	100.00
23665B WATER	23665 02/27/2006	SINCLAIR-OKOH,...	25.00 25.00	0.00	0.00	0.00	0.00	25.00
23665C	23665	SANDOVAL, ANDRES						

Account Num.		Service ID		Customer Name		Outstanding = Balance	Applied	Refunded	Interest Holding	Balance Holding
Service	Deposit Num.	Original Date	Amount	Collected						
WATER		12/12/2013	100.00	100.00	0.00	0.00	0.00	0.00	100.00	
23670D	23670		MONTGOMERY, KRISTEN							
WATER		12/28/2010	25.00	25.00	0.00	0.00	0.00	0.00	25.00	
23675B	23675		PENN, JOHN							
WATER		09/16/2013	25.00	25.00	0.00	0.00	0.00	0.00	25.00	
23710B	23710		BECHEN, CAROL							
WATER		02/04/2013	25.00	25.00	0.00	0.00	0.00	0.00	25.00	
23740B	23740		NAGY, CHRISTINE							
WATER		10/31/2011	100.00	100.00	0.00	0.00	0.00	0.00	100.00	
23745C	23745		VON EBERS, STEVE							
WATER		10/01/2012	25.00	25.00	0.00	0.00	0.00	0.00	25.00	
Grand Totals										
WATER		//	2425.00	2425.00	0.00	-25.00	-50.00	0.00	2350.00	

Windstream Utilities

Deposit Register Report

Customer Deposits
Through: 01/24/2014
Sorted by: Account Number
Limited to: Route - 03

Account Num.	Service ID	Customer Name	Outstanding	Interest	Balance
Service	Deposit Num.	Original Date	Amount - Collected = Balance	Holding	Holding
40030D WATER	40030	03/30/2010	20.00 20.00 0.00	0.00	20.00
40030E WATER	40030	10/14/2013	100.00 100.00 0.00	0.00	100.00
40070 WATER	40070	12/01/1998	20.00 20.00 0.00	0.00	20.00
40080E WATER	40080	01/25/2007	20.00 20.00 0.00	0.00	20.00
40110B WATER	40110	10/18/2007	25.00 25.00 0.00	0.00	25.00
40120A WATER	40120	08/29/2002	20.00 20.00 0.00	0.00	20.00
40140C WATER	40140	01/02/2013	20.00 20.00 0.00	0.00	20.00
40150C WATER	40150	02/16/2011	100.00 100.00 0.00	0.00	100.00
40170H WATER	40170	09/27/2005	20.00 20.00 0.00	0.00	20.00
40180C WATER	40180	02/22/2012	20.00 20.00 0.00	0.00	20.00
40200 WATER	40200	01/07/2004	170.00 170.00 0.00	0.00	70.00
40210A WATER	40210	08/29/2006	20.00 20.00 0.00	0.00	20.00
40220C WATER	40220	03/28/2011	20.00 20.00 0.00	0.00	20.00
40230D WATER	40230	10/29/2013	100.00 100.00 0.00	0.00	100.00
40270D WATER	40270	08/23/2013	100.00 100.00 0.00	0.00	100.00
40290D WATER	40290	01/11/2011	20.00 20.00 0.00	0.00	20.00
40300A WATER	40300	06/23/2010	50.00 50.00 0.00	0.00	50.00
40300B WATER	40300	07/26/2012	100.00 100.00 0.00	0.00	100.00
40310C WATER	40310	05/29/2013	20.00 20.00 0.00	0.00	20.00
40320A WATER	40320	05/16/2011	20.00 20.00 0.00	0.00	20.00
40390 WATER	40390	04/20/2006	20.00 20.00 0.00	0.00	20.00
40420 WATER	40420	04/22/2010	20.00 20.00 0.00	0.00	20.00
40420A WATER	40420	05/01/2012	100.00 100.00 0.00	0.00	100.00
40430D WATER	40430	05/04/2012	20.00 20.00 0.00	0.00	20.00

Account Num.	Service ID	Customer Name	Outstanding	Interest	Balance				
Service	Deposit Num.	Original Date	Amount - Collected	= Balance	Applied	Refunded	Holding	Holding	
40450B WATER	40450	09/16/2013	20.00 20.00	0.00	0.00	0.00	0.00	20.00	
40460C WATER	40460	02/23/2011	25.00 25.00	0.00	0.00	0.00	0.00	25.00	
40540A WATER	40540	10/25/2010	100.00 100.00	0.00	0.00	0.00	0.00	100.00	
40590B WATER	40590	07/08/2010	20.00 20.00	0.00	0.00	0.00	0.00	20.00	
40620A WATER	40620	03/20/2012	20.00 20.00	0.00	0.00	0.00	0.00	20.00	
40630C WATER	40630	05/07/2007	20.00 20.00	0.00	0.00	0.00	0.00	20.00	
40630G WATER	40630	08/30/2013	100.00 100.00	0.00	0.00	0.00	0.00	100.00	
40660B WATER	40660	08/06/2013	100.00 100.00	0.00	0.00	0.00	0.00	100.00	
40670 WATER	40670	07/20/1995	20.00 20.00	0.00	0.00	0.00	0.00	20.00	
40690E WATER	40690	06/24/2010	20.00 20.00	0.00	0.00	0.00	0.00	20.00	
40710A WATER	40710	02/21/2012	20.00 20.00	0.00	0.00	0.00	0.00	20.00	
40720A WATER	40720	07/29/2010	20.00 20.00	0.00	0.00	0.00	0.00	20.00	
40730G WATER	40730	08/07/2013	20.00 20.00	0.00	0.00	0.00	0.00	20.00	
40730H WATER	40730	08/07/2013	100.00 100.00	0.00	0.00	0.00	0.00	100.00	
40790C WATER	40790	10/12/2011	20.00 20.00	0.00	0.00	0.00	0.00	20.00	
40800B WATER	40800	11/12/2013	20.00 20.00	0.00	0.00	0.00	0.00	20.00	
40810C WATER	40810	07/14/2011	20.00 20.00	0.00	0.00	0.00	0.00	20.00	
40810E WATER	40810	05/21/2012	100.00 100.00	0.00	0.00	0.00	0.00	100.00	
40820B WATER	40820	07/11/2005	20.00 20.00	0.00	0.00	0.00	0.00	20.00	
40830A WATER	40830	06/07/2007	25.00 25.00	0.00	0.00	0.00	0.00	25.00	
42005C WATER	42005	/ /	20.00 20.00	0.00	0.00	0.00	0.00	20.00	
42015H WATER	42015	07/25/2012	100.00 100.00	0.00	0.00	0.00	0.00	100.00	
42035C WATER	42035	12/10/2013	20.00 20.00	0.00	0.00	0.00	0.00	20.00	
42045A WATER	42045	08/29/2002	20.00 20.00	0.00	0.00	0.00	0.00	20.00	
42055F WATER	42055	09/11/2013	20.00 20.00	0.00	0.00	0.00	0.00	20.00	
42060C WATER	42060	04/25/2008	100.00 100.00	0.00	0.00	0.00	0.00	100.00	
42065E WATER	42065	08/25/2011	100.00 100.00	0.00	0.00	0.00	0.00	100.00	
42070D WATER	42070	02/17/2011	100.00 100.00	0.00	0.00	0.00	0.00	100.00	
42073H	42073								

Account Num.	Service ID	Customer Name	Outstanding	Interest	Balance
Service	Deposit Num.	Original Date	Amount - Collected	Holding	Holding
WATER		01/22/2010	50.00 50.00	0.00	50.00
42075B	42075		SCHAD, BRAM		
WATER		01/31/2005	40.00 40.00	0.00	20.00
42085C	42085		FOWLER, DENNIS		
WATER		02/04/2013	20.00 20.00	0.00	20.00
42125A	42125		DELDUCA, LIZA		
WATER		07/19/2005	0.00 0.00	20.00	20.00
42130B	42130		GRAHAM, CYNTHIA		
WATER		02/08/2008	200.00 200.00	0.00	100.00
42160C	42160		MEDINA, MELISSA		
WATER		10/31/2011	100.00 100.00	0.00	100.00
42165E	42165		DATHE, JOHN / LISA		
WATER		01/12/2007	20.00 20.00	0.00	20.00
42180C	42180		BROWN, RICHARD		
WATER		11/14/2013	20.00 20.00	0.00	20.00
42185B	42185		PIPER, LINDA		
WATER		03/21/2003	20.00 20.00	0.00	20.00
42190A	42190		BROWN, DEBRA		
WATER		11/15/2002	20.00 20.00	0.00	20.00
42210C	42210		AGUILERA, ROGELIO		
WATER		08/15/2012	20.00 20.00	0.00	20.00
42220B	42220		STANDLEY, DEBBIE		
WATER		10/28/2009	20.00 20.00	0.00	20.00
42230B	42230		COX, FLORINDA		
WATER		01/07/2013	40.00 40.00	0.00	20.00
42235F	42235		COLON GALLARDO,...		
WATER		08/21/2007	20.00 20.00	0.00	20.00
42258D	42258		GLOVER II, RICHARD L		
WATER		04/25/2013	20.00 20.00	0.00	20.00
42260C	42260		HATTSCH, THOMAS		
WATER		03/05/2009	25.00 25.00	0.00	25.00
42260E	42260		MEDINA, LISA		
WATER		07/22/2010	100.00 100.00	0.00	100.00
42265	42265		BELL, LYNN		
WATER		08/02/2013	20.00 20.00	0.00	20.00
42265A	42265		BELL, MICAH		
WATER		08/02/2013	100.00 100.00	0.00	100.00
42270A	42270		LADD, PATRICIA J		
WATER		09/28/2004	20.00 20.00	0.00	20.00
42290A	42290		ROBY, JUSTIN		
WATER		08/16/2007	25.00 25.00	0.00	25.00
42290D	42290		MARK, JONATHAN		
WATER		07/25/2012	100.00 100.00	0.00	100.00
42310A	42310		LUKAS, GLENDA		
WATER		11/11/2013	25.00 25.00	0.00	25.00
42315B	42315		MANGYAO, HONORINA		
WATER		01/16/2012	25.00 25.00	0.00	25.00
42350A	42350		EADS, JIMMIE		
WATER		08/06/2013	20.00 20.00	0.00	20.00
42385A	42385		ADAMS, PETER		
WATER		01/07/2013	20.00 20.00	0.00	20.00
42400B	42400		MULDOON, VICTORIA		
WATER		02/12/2007	20.00 20.00	0.00	20.00
42425C	42425		LUCKY OLD SSN LLC,		
WATER		07/09/2010	20.00 20.00	0.00	20.00
42425D	42425		MALDONADO, JACKIE		
WATER		07/14/2011	100.00 100.00	0.00	100.00

Account Num.	Service ID	Customer Name	Outstanding	Applied	Refunded	Interest	Balance
Service	Deposit Num.	Original Date	Amount - Collected	= Balance		Holding	Holding
42430C WATER	42430	01/07/2013	BALL, HUBERT 20.00 20.00	0.00	0.00	0.00	20.00
42430D WATER	42430	04/25/2013	DAUPHINAIS, DENNIS A 100.00 100.00	0.00	0.00	0.00	100.00
42445B WATER	42445	02/15/2013	KOTEK, ROBERT 20.00 20.00	0.00	0.00	0.00	20.00
42455C WATER	42455	07/29/2004	LANPHERE, VALERIE 20.00 20.00	0.00	0.00	0.00	20.00
42470A WATER	42470	10/17/2012	HAUER, PETER 20.00 20.00	0.00	0.00	0.00	20.00
42475 WATER	42475	02/25/2008	HILDEBRAND, RODNEY 20.00 20.00	0.00	0.00	0.00	20.00
42480D WATER	42480	10/09/2013	BAKER, RANDY/GAIL 100.00 100.00	0.00	0.00	0.00	100.00
42520C WATER	42520	04/15/2013	BLY, BRIAN 25.00 25.00	0.00	0.00	0.00	25.00
42525D WATER	42525	04/18/2012	MALDONADO, IRMA 20.00 20.00	0.00	0.00	0.00	20.00
42535 WATER	42535	02/14/2001	PEDALINO, DANIEL 20.00 20.00	0.00	0.00	0.00	20.00
42540A WATER	42540	12/11/2006	CLEARY, PATRICIA 20.00 20.00	0.00	0.00	0.00	20.00
42555B WATER	42555	02/18/2009	BAMNEJPHAN,... 50.00 50.00	0.00	0.00	0.00	50.00
42560B WATER	42560	03/06/2006	CUNNINGHAM, BRIAN 170.00 170.00	0.00	-70.00	0.00	100.00
42580F WATER	42580	08/20/2007	KISIELIUS, THERESA 100.00 100.00	0.00	0.00	0.00	100.00
42585B WATER	42585	06/08/2011	NOWLIN, HELEN 20.00 20.00	0.00	0.00	0.00	20.00
42590 WATER	42590	07/16/2004	HALL JR, MICHAEL J/... 20.00 20.00	0.00	0.00	0.00	20.00
42595B WATER	42595	09/20/2005	HUD, -40.00 0.00	-40.00	0.00	0.00	0.00
42595E WATER	42595	03/28/2011	NELSON, ELSA 20.00 20.00	0.00	0.00	0.00	20.00
42605C WATER	42605	02/22/2013	STUMP, ALAN 20.00 20.00	0.00	0.00	0.00	20.00
42610A WATER	42610	08/27/2008	GIBSON, DONALD 20.00 20.00	0.00	0.00	0.00	20.00
42615B WATER	42615	05/15/2013	RHONE, TOYANN 100.00 100.00	0.00	0.00	0.00	100.00
42620B WATER	42620	09/12/2011	BRAZEAU, BRIAN 20.00 20.00	0.00	0.00	0.00	20.00
42625D WATER	42625	08/15/2011	LUCCA, DINA 25.00 25.00	0.00	0.00	0.00	25.00
Grand Totals WATER	/ /		4575.00 4615.00	-40.00	-9.59	-280.41	4325.00

Windstream Utilities

Deposit Register Report

Customer Deposits
 Through: 01/24/2014
 Sorted by : Account Number
 Limited to: Route - 02B

Account Num.	Service ID	Customer Name	Outstanding	Interest	Balance				
Service	Deposit Num.	Original Date	Amount - Collected	= Balance	Applied	Refunded	Interest Holding	Balance Holding	
16005A	16005	STEPHENS, JOHN							
WATER		11/12/2008	25.00 25.00	0.00	0.00	0.00	0.00	25.00	
16015C	16015	FULL LINE...							
WATER		08/18/2010	25.00 25.00	0.00	0.00	0.00	0.00	25.00	
16020B	16020	CAROLINA BEDDING...							
WATER		07/29/2013	25.00 25.00	0.00	0.00	0.00	0.00	25.00	
16025A	16025	KENNETH W & GLORIA...							
WATER		04/12/2013	25.00 25.00	0.00	0.00	0.00	0.00	25.00	
16035B	16035	WAGS & WHISKERS PET...							
WATER		01/16/2013	50.00 50.00	0.00	0.00	0.00	0.00	50.00	
16100	16100	ROBERTS FUNERAL...							
WATER		06/29/2007	25.00 25.00	0.00	0.00	0.00	0.00	25.00	
50000A	50000	PADMA LLC,							
WATER		01/18/2007	25.00 25.00	0.00	0.00	0.00	0.00	25.00	
Grand Totals									
WATER		//	200.00 200.00	0.00	0.00	0.00	0.00	200.00	

Windstream Utilities

Deposit Register Report

Customer Deposits
Through: 01/24/2014
Sorted by: Account Number
Limited to: Route - 02A

Account Num.	Service ID	Customer Name	Outstanding	Interest	Balance
Service	Deposit Num.	Original Date	Amount - Collected = Balance	Holding	Holding
13110B WATER	13110	08/10/2010	25.00 25.00 0.00	0.00	25.00
13115A WATER	13115	09/20/2011	25.00 25.00 0.00	0.00	25.00
13120C WATER	13120	01/04/2013	100.00 100.00 0.00	0.00	100.00
13130D WATER	13130	07/30/2013	25.00 25.00 0.00	0.00	25.00
13135A WATER	13135	06/14/2007	25.00 25.00 0.00	0.00	25.00
13155C WATER	13155	10/31/2011	25.00 25.00 0.00	0.00	25.00
13190E WATER	13190	10/18/2012	25.00 25.00 0.00	0.00	25.00
13195B WATER	13195	05/23/2013	25.00 25.00 0.00	0.00	25.00
13200A WATER	13200	05/08/2012	25.00 25.00 0.00	0.00	25.00
13225B WATER	13225	04/09/2007	25.00 25.00 0.00	0.00	25.00
13227C WATER	13227	07/28/2011	25.00 25.00 0.00	0.00	25.00
13228B WATER	13228	01/11/2008	25.00 25.00 0.00	0.00	25.00
13251A WATER	13251	10/04/2010	50.00 50.00 0.00	0.00	25.00
13256B WATER	13256	04/01/2008	25.00 25.00 0.00	0.00	25.00
13258A WATER	13258	11/26/2013	25.00 25.00 0.00	0.00	25.00
13263B WATER	13263	08/12/2013	25.00 25.00 0.00	0.00	25.00
13264C WATER	13264	09/28/2011	25.00 25.00 0.00	0.00	25.00
13265B WATER	13265	11/10/2010	25.00 25.00 0.00	0.00	25.00
13272A WATER	13272	12/10/2013	25.00 25.00 0.00	0.00	25.00
13274C WATER	13274	12/29/2009	25.00 25.00 0.00	0.00	25.00
13274D WATER	13274	09/25/2013	25.00 25.00 0.00	0.00	25.00
13276A WATER	13276	01/11/2012	25.00 25.00 0.00	0.00	25.00
13307A WATER	13307	08/26/2009	25.00 25.00 0.00	0.00	25.00
13330A WATER	13330	07/14/2010	25.00 25.00 0.00	0.00	25.00

Account Num.	Service ID	Customer Name	Outstanding	Interest	Balance		
Service	Deposit Num.	Original Date	Amount - Collected = Balance	Applied	Refunded	Holding	Holding
13341B	13341		BAKER FINANCIAL...				
WATER		01/12/2009	25.00 25.00 0.00	0.00	0.00	0.00	25.00
13342A	13342		COMPREHENSIVE...				
WATER		03/31/2008	25.00 25.00 0.00	0.00	0.00	0.00	25.00
13355B	13355		INFINITY FURNITURE,				
WATER		05/08/2012	25.00 25.00 0.00	0.00	0.00	0.00	25.00
13356	13356		A FAMILY...				
WATER		05/08/2012	25.00 25.00 0.00	0.00	0.00	0.00	25.00
13360B	13360		CENTURY 21 AFFILIATES,				
WATER		07/10/2009	25.00 25.00 0.00	0.00	0.00	0.00	25.00
13365B	13365		HOME RESPIRATORY...				
WATER		01/14/2010	25.00 25.00 0.00	0.00	0.00	0.00	25.00
13400B	13400		CLINICAL PET OF...				
WATER		04/21/2010	25.00 25.00 0.00	0.00	0.00	0.00	25.00
13405B	13405		PADGETT MEDICAL...				
WATER		09/13/2011	100.00 100.00 0.00	0.00	0.00	0.00	100.00
13440A	13440		SUNSHINE STATE...				
WATER		05/01/2003	25.00 25.00 0.00	0.00	0.00	0.00	25.00
13455B	13455		INSIGHT CREDIT UNION,				
WATER		07/10/2012	25.00 25.00 0.00	0.00	0.00	0.00	25.00
13465B	13465		INSIGHT CREDIT UNION,				
WATER		07/10/2012	25.00 25.00 0.00	0.00	0.00	0.00	25.00
13495B	13495		FLA CENTER FOR THE...				
WATER		04/20/2009	25.00 25.00 0.00	0.00	0.00	0.00	25.00
13520B	13520		EDWARD D JONES & CO,				
WATER		07/14/2008	25.00 25.00 0.00	0.00	0.00	0.00	25.00
13521B	13521		FONTANA REALTY,				
WATER		04/15/2013	25.00 25.00 0.00	0.00	0.00	0.00	25.00
13522A	13522		BARCKHAUSEN, DMD...				
WATER		12/14/2010	25.00 25.00 0.00	0.00	0.00	0.00	25.00
13525	13525		PATCHIE, INC,				
WATER		07/15/2008	25.00 25.00 0.00	0.00	0.00	0.00	25.00
13565B	13565		INFINITY HOME CARE,				
WATER		02/03/2011	25.00 25.00 0.00	0.00	0.00	0.00	25.00
13570C	13570		MARION HEART...				
WATER		02/07/2012	25.00 25.00 0.00	0.00	0.00	0.00	25.00
13575B	13575		LELAND MANAGEMENT...				
WATER		10/15/2010	25.00 25.00 0.00	0.00	0.00	0.00	25.00
13580	13580		EMPOWER PHYSICAL...				
WATER		10/21/2013	25.00 25.00 0.00	0.00	0.00	0.00	25.00
13615A	13615		NSJ PROPERTIES, LLC,				
WATER		05/13/2008	25.00 25.00 0.00	0.00	0.00	0.00	25.00
13800A	13800		RAMUNNO LAW FIRM,				
WATER		12/13/2005	25.00 25.00 0.00	0.00	0.00	0.00	25.00
13820B	13820		ALEX HOYOS, DDS, MS,...				
WATER		03/14/2008	25.00 25.00 0.00	0.00	0.00	0.00	25.00
13821	13821		KINGSLAND PROPERTY...				
WATER		04/17/2009	25.00 25.00 0.00	0.00	0.00	0.00	25.00
13840A	13840		FAMILY FOOT & ANKLE,				
WATER		03/31/2010	25.00 25.00 0.00	0.00	0.00	0.00	25.00
13875	13875		FOX POINTE BUILDERS,				
WATER		10/09/2007	25.00 25.00 0.00	0.00	0.00	0.00	25.00
13885B	13885		STEP BY STEP SUCCESS,				
WATER		09/02/2011	25.00 25.00 0.00	0.00	0.00	0.00	25.00
13890A	13890		STEP BY STEP SUCCESS,				
WATER		09/02/2011	25.00 25.00 0.00	0.00	0.00	0.00	25.00
14500B	14500		PREMIER PEDIATRICS,				

Account Num.	Service ID	Customer Name	Amount	Collected	Outstanding Balance	Applied	Refunded	Interest Holding	Balance Holding
Service	Deposit Num.	Original Date							
WATER		10/13/2011	25.00	25.00	0.00	0.00	0.00	0.00	25.00
Grand Totals									
WATER	//		1500.00	1500.00	0.00	0.00	-25.00	0.00	1475.00

Windstream Utilities

Deposit Register Report

Customer Deposits
Through: 01/24/2014
Sorted by: Account Number
Limited to: Route - 02

Account Num.	Service ID	Customer Name	Outstanding	Interest	Balance				
Service	Deposit Num.	Original Date	Amount	Collected	Balance	Applied	Refunded	Holding	Holding
12001B WATER	12001	07/07/2009	25.00	0.00	25.00	0.00	0.00	0.00	0.00
12001D WATER	12001	06/28/2011	100.00	100.00	0.00	0.00	0.00	0.00	100.00
12100C WATER	12100	06/17/2008	100.00	100.00	0.00	0.00	0.00	0.00	100.00
12100H WATER	12100	10/17/2013	25.00	25.00	0.00	0.00	0.00	0.00	25.00
12110E WATER	12110	08/01/2013	100.00	100.00	0.00	0.00	0.00	0.00	100.00
12120E WATER	12120	07/09/2013	25.00	25.00	0.00	0.00	0.00	0.00	25.00
12120F WATER	12120	09/03/2013	100.00	100.00	0.00	0.00	0.00	0.00	100.00
12130B WATER	12130	11/15/2013	25.00	25.00	0.00	0.00	0.00	0.00	25.00
12140D WATER	12140	06/14/2012	100.00	100.00	0.00	0.00	0.00	0.00	100.00
12200B WATER	12200	07/24/2008	100.00	100.00	0.00	0.00	0.00	0.00	100.00
12330F WATER	12330	07/18/2013	25.00	25.00	0.00	0.00	0.00	0.00	25.00
12480F WATER	12480	01/02/2013	100.00	100.00	0.00	0.00	0.00	0.00	100.00
12600F WATER	12600	06/08/2012	100.00	100.00	0.00	0.00	0.00	0.00	100.00
12610D WATER	12610	09/23/2013	100.00	100.00	0.00	0.00	0.00	0.00	100.00
12640A WATER	12640	07/31/2001	25.00	25.00	0.00	0.00	0.00	0.00	25.00
12660E WATER	12660	11/25/2008	25.00	25.00	0.00	0.00	0.00	0.00	25.00
12760A WATER	12760	06/11/2007	50.00	50.00	0.00	-25.00	0.00	0.00	25.00
12760B WATER	12760	06/01/2007	100.00	100.00	0.00	0.00	0.00	0.00	100.00
12780B WATER	12780	10/02/2013	25.00	25.00	0.00	0.00	0.00	0.00	25.00
12830A WATER	12830	04/06/2012	25.00	25.00	0.00	0.00	0.00	0.00	25.00
12860E WATER	12860	07/28/2010	25.00	25.00	0.00	0.00	0.00	0.00	25.00
12910A WATER	12910	12/07/2012	25.00	25.00	0.00	0.00	0.00	0.00	25.00
12930C WATER	12930	05/04/2010	100.00	100.00	0.00	0.00	0.00	0.00	100.00
Grand Totals WATER	//		1425.00	1400.00	25.00	-25.00	0.00	0.00	1375.00

Windstream Utilities

Deposit Register Report

Customer Deposits
Through: 01/24/2014
Sorted by : Account Number
Limited to: Route - 01

Account Num.	Service ID	Customer Name	Outstanding	Interest	Balance		
Service	Deposit Num.	Original Date	Amount - Collected = Balance	Applied	Refunded	Holding	Holding
20100C WATER	20100	05/18/2011	25.00 25.00 0.00	0.00	0.00	0.00	25.00
20130A WATER	20130	01/09/2013	25.00 25.00 0.00	0.00	0.00	0.00	25.00
20130B WATER	20130	03/08/2013	100.00 100.00 0.00	0.00	0.00	0.00	100.00
20170A WATER	20170	07/09/2012	25.00 25.00 0.00	0.00	0.00	0.00	25.00
20170C WATER	20170	10/29/2013	100.00 100.00 0.00	0.00	0.00	0.00	100.00
20210D WATER	20210	09/19/2013	25.00 25.00 0.00	0.00	0.00	0.00	25.00
20240A WATER	20240	09/21/2009	25.00 25.00 0.00	0.00	0.00	0.00	25.00
20300A WATER	20300	08/17/2011	25.00 25.00 0.00	0.00	0.00	0.00	25.00
20330C WATER	20330	04/13/2011	25.00 25.00 0.00	0.00	0.00	0.00	25.00
20330D WATER	20330	07/16/2012	100.00 100.00 0.00	0.00	0.00	0.00	100.00
20390A WATER	20390	06/20/2012	25.00 25.00 0.00	0.00	0.00	0.00	25.00
20450A WATER	20450	11/04/2013	25.00 25.00 0.00	0.00	0.00	0.00	25.00
20500B WATER	20500	01/03/2014	25.00 25.00 0.00	0.00	0.00	0.00	25.00
21030B WATER	21030	05/31/2012	25.00 25.00 0.00	0.00	0.00	0.00	25.00
21100E WATER	21100	08/23/2012	25.00 25.00 0.00	0.00	0.00	0.00	25.00
21110B WATER	21110	01/16/2004	25.00 25.00 0.00	0.00	0.00	0.00	25.00
21170B WATER	21170	04/05/2011	25.00 25.00 0.00	0.00	0.00	0.00	25.00
21180B WATER	21180	03/10/2011	25.00 25.00 0.00	0.00	0.00	0.00	25.00
21180C WATER	21180	05/17/2011	100.00 100.00 0.00	0.00	0.00	0.00	100.00
21230D WATER	21230	08/05/2011	25.00 25.00 0.00	0.00	0.00	0.00	25.00
21290A WATER	21290	06/29/2012	25.00 25.00 0.00	0.00	0.00	0.00	25.00
21330E WATER	21330	03/14/2013	25.00 25.00 0.00	0.00	0.00	0.00	25.00
21350A WATER	21350	04/30/2012	25.00 25.00 0.00	0.00	0.00	0.00	25.00
21360A WATER	21360	08/27/2004	25.00 25.00 0.00	0.00	0.00	0.00	25.00

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Deposit Register

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RESOLUTION K-16 APPENDIX 1-125

JOINT APPLICATION APPENDIX A

Account Num.	Service ID	Customer Name	Outstanding	Interest	Balance		
Service	Deposit Num.	Original Date	Amount - Collected = Balance	Applied	Refunded	Holding	Holding
21460B WATER	21460	06/19/2012	DENNIS, CAMILLE 100.00 100.00	0.00	0.00	0.00	100.00
21480A WATER	21480	09/23/2013	MEIJA, LUIS 25.00 25.00	0.00	0.00	0.00	25.00
21530A WATER	21530	01/30/2008	DITTELBERGER, DANIEL 25.00 25.00	0.00	0.00	0.00	25.00
21540B WATER	21540	10/29/2012	SHIRAH, CASSIE 25.00 25.00	0.00	0.00	0.00	25.00
21570A WATER	21570	02/28/2013	JEX, DOUGLAS 50.00 50.00	0.00	0.00	-25.00	25.00
21690B WATER	21690	07/30/2008	TORRES, GUILLERMO 25.00 25.00	0.00	0.00	0.00	25.00
21710A WATER	21710	04/19/2010	ROGERS, CATHY 25.00 25.00	0.00	0.00	0.00	25.00
21760B WATER	21760	01/12/2012	TWOMBLY, CHESTER L 25.00 25.00	0.00	0.00	0.00	25.00
21800B WATER	21800	01/02/2014	RENE DE COTRET,... 25.00 25.00	0.00	0.00	0.00	25.00
22015D WATER	22015	02/27/2009	ABIS, JERRY 100.00 100.00	0.00	0.00	0.00	100.00
22020A WATER	22020	05/28/2013	CUMMINGS, DALLAS K 25.00 25.00	0.00	0.00	0.00	25.00
22055B WATER	22055	03/17/2009	TAN, RICHARD 100.00 100.00	0.00	0.00	0.00	100.00
22070C WATER	22070	06/13/2012	FROSS, PATRICK 25.00 25.00	0.00	0.00	0.00	25.00
22140C WATER	22140	10/23/2013	BARKLEY, TIFFANY 100.00 100.00	0.00	0.00	0.00	100.00
22160B WATER	22160	10/23/2008	WOOSLEY, PAUL/ 25.00 25.00	0.00	0.00	0.00	25.00
22180A WATER	22180	07/09/2012	OLIVERAS, ERIK 100.00 100.00	0.00	0.00	0.00	100.00
22185C WATER	22185	10/31/2013	CROSLEY, QUENTIN 25.00 25.00	0.00	0.00	0.00	25.00
22225G WATER	22225	01/19/2012	AITON, ALAN 25.00 25.00	0.00	0.00	0.00	25.00
22235A WATER	22235	08/04/2000	WASHINGTON, FREDRIC 25.00 25.00	0.00	0.00	0.00	25.00
22240A WATER	22240	06/26/2007	OLSON, MARY 25.00 25.00	0.00	0.00	0.00	25.00
22275E WATER	22275	10/13/2008	SPRINKLE, W. T. 100.00 100.00	0.00	0.00	0.00	100.00
22275G WATER	22275	07/31/2012	MONTGOMERY, RICHARD 100.00 100.00	0.00	0.00	0.00	100.00
22280A WATER	22280	07/08/2010	KEARNS, JANIE 25.00 25.00	0.00	0.00	0.00	25.00
22295B WATER	22295	06/28/2012	FUGATE, BRIAN 25.00 25.00	0.00	0.00	0.00	25.00
22310C WATER	22310	09/06/2005	PALCO, DONALD 25.00 25.00	0.00	0.00	0.00	25.00
22325A WATER	22325	04/13/2010	TREBLAS, WILLIAM 25.00 25.00	0.00	0.00	0.00	25.00
22343A WATER	22343	07/27/2005	GONZALES, ISRAEL 25.00 25.00	0.00	0.00	0.00	25.00
22370C WATER	22370	06/18/2010	ALBART, EDWARD 100.00 100.00	0.00	0.00	0.00	100.00
22370E	22370		DOHER, GABRIEL				

Account Num.	Service ID	Customer Name	Outstanding	Interest	Balance		
Service	Deposit Num.	Original Date	Amount - Collected = Balance	Applied	Refunded	Holding	Holding
WATER		11/22/2011	25.00 - 25.00 = 0.00	0.00	0.00	0.00	25.00
22385A	22385		LONGO, ALFONSO				
WATER		01/02/2013	25.00 - 25.00 = 0.00	0.00	0.00	0.00	25.00
22395A	22395		COPLAN, HAL				
WATER		07/15/2013	25.00 - 25.00 = 0.00	0.00	0.00	0.00	25.00
22410A	22410		CHAPMAN, DEBORAH				
WATER		11/15/2012	25.00 - 25.00 = 0.00	0.00	0.00	0.00	25.00
22420E	22420		JOHNS, AUDREY				
WATER		08/29/2013	25.00 - 25.00 = 0.00	0.00	0.00	0.00	25.00
22430D	22430		DIMEGLIO, ANNE				
WATER		03/10/2009	100.00 - 100.00 = 0.00	0.00	0.00	0.00	100.00
22440B	22440		SMITH, COSVIA				
WATER		03/08/2013	25.00 - 25.00 = 0.00	0.00	0.00	0.00	25.00
22495C	22495		RICHARDSON, JESSICA				
WATER		08/12/2011	25.00 - 25.00 = 0.00	0.00	0.00	0.00	25.00
22505E	22505		GOSSE, KELLY				
WATER		03/28/2012	100.00 - 100.00 = 0.00	0.00	0.00	0.00	100.00
22515B	22515		STEARNS, LYLE				
WATER		06/24/2009	25.00 - 25.00 = 0.00	0.00	0.00	0.00	25.00
22515C	22515		PATRICK, MICHAEL				
WATER		08/18/2009	100.00 - 100.00 = 0.00	0.00	0.00	0.00	100.00
22525D	22525		ROSS, JAIME				
WATER		11/16/2009	25.00 - 25.00 = 0.00	0.00	0.00	0.00	25.00
22555A	22555		LEVINE, HENRY				
WATER		06/21/2006	25.00 - 25.00 = 0.00	0.00	0.00	0.00	25.00
22565A	22565		SMITH, LOIS				
WATER		03/20/2013	25.00 - 25.00 = 0.00	0.00	0.00	0.00	25.00
22570B	22570		BENIQUEZ, RADAMES /...				
WATER		06/21/2006	25.00 - 25.00 = 0.00	0.00	0.00	0.00	25.00
22585A	22585		MELNYK, WENDY				
WATER		12/23/2009	100.00 - 100.00 = 0.00	0.00	0.00	0.00	100.00
22595D	22595		HERNANDEZ, ORLANDO				
WATER		07/06/2011	25.00 - 25.00 = 0.00	0.00	0.00	0.00	25.00
22615B	22615		BURGOS, JESUS				
WATER		12/07/2011	100.00 - 100.00 = 0.00	0.00	0.00	0.00	100.00
22675B	22675		AGUILAR, JOSE				
WATER		04/18/2013	25.00 - 25.00 = 0.00	0.00	0.00	0.00	25.00
22705D	22705		DURYEA, DARREN				
WATER		06/30/2010	25.00 - 25.00 = 0.00	0.00	0.00	0.00	25.00
22715H	22715		OCAMPO, ESMERALDA				
WATER		05/02/2011	25.00 - 25.00 = 0.00	0.00	0.00	0.00	25.00
22720E	22720		MOORE, ROBERT				
WATER		01/14/2013	25.00 - 25.00 = 0.00	0.00	0.00	0.00	25.00
22750A	22750		KIMMEL, RAINELLE				
WATER		06/06/2013	25.00 - 25.00 = 0.00	0.00	0.00	0.00	25.00
22760B	22760		PERSAUD, ROHANI				
WATER		09/06/2005	25.00 - 25.00 = 0.00	0.00	0.00	0.00	25.00
22790A	22790		KNOWLES, MARY				
WATER		08/30/2000	25.00 - 25.00 = 0.00	0.00	0.00	0.00	25.00
22790D	22790		CURRAN, SEAN				
WATER		02/12/2013	100.00 - 100.00 = 0.00	0.00	0.00	0.00	100.00
22840C	22840		WINSTON, CRYSTAL				
WATER		05/20/2011	25.00 - 25.00 = 0.00	0.00	0.00	0.00	25.00
24000B	24000		DE ORTIZ, ARGELIA...				
WATER		12/21/2006	25.00 - 25.00 = 0.00	0.00	0.00	0.00	25.00
24020D	24020		ANDERSON, LOWELL				
WATER		01/03/2013	25.00 - 25.00 = 0.00	0.00	0.00	0.00	25.00

Account Num.	Service ID	Customer Name	Outstanding	Interest	Balance			
Service	Deposit Num.	Original Date	Amount - Collected	= Balance	Applied	Refunded	Holding	Holding
24055E	24055	JACKSON, SAMUEL E						
WATER		06/23/2008	25.00 25.00	0.00	0.00	0.00	0.00	25.00
24065A	24065	OCULL, DOUGLAS						
WATER		10/23/2008	25.00 25.00	0.00	0.00	0.00	0.00	25.00
24090C	24090	LOWE, BRYON						
WATER		07/25/2011	25.00 25.00	0.00	0.00	0.00	0.00	25.00
24105A	24105	GOODWIN, TRACY						
WATER		05/18/2006	25.00 25.00	0.00	0.00	0.00	0.00	25.00
24110J	24110	POPP, FRANCIS						
WATER		05/10/2012	25.00 25.00	0.00	0.00	0.00	0.00	25.00
24115E	24115	WHITAKER, CHRISTINA						
WATER		11/11/2009	25.00 25.00	0.00	0.00	0.00	0.00	25.00
24155A	24155	SERRANO, MARIA						
WATER		09/27/2002	25.00 25.00	0.00	0.00	0.00	0.00	25.00
24155B	24155	PAULSON, MATT						
WATER		07/03/2013	100.00 100.00	0.00	0.00	0.00	0.00	100.00
24170A	24170	BAGLEY, RONALD						
WATER		04/15/2011	25.00 25.00	0.00	0.00	0.00	0.00	25.00
24190D	24190	DONATO, LINDA						
WATER		10/17/2013	25.00 25.00	0.00	0.00	0.00	0.00	25.00
24195I	24195	GAONA, LOUIS						
WATER		10/22/2012	25.00 25.00	0.00	0.00	0.00	0.00	25.00
24195J	24195	BUSBY, DANIEL						
WATER		03/08/2013	100.00 100.00	0.00	0.00	0.00	0.00	100.00
24205D	24205	BOCKENSTEDT, KIM						
WATER		11/01/2012	25.00 25.00	0.00	0.00	0.00	0.00	25.00
24210C	24210	BURROS, TANYA						
WATER		09/22/2011	25.00 25.00	0.00	0.00	0.00	0.00	25.00
24250D	24250	PARDO, JESSICA						
WATER		01/07/2013	25.00 25.00	0.00	0.00	0.00	0.00	25.00
24255G	24255	HATCH, DENNIS						
WATER		08/27/2013	25.00 25.00	0.00	0.00	0.00	0.00	25.00
24255H	24255	HARRIS, MARY						
WATER		11/12/2013	100.00 100.00	0.00	0.00	0.00	0.00	100.00
24280C	24280	TAYLOR, DANIELLE K						
WATER		09/29/2009	25.00 25.00	0.00	0.00	0.00	0.00	25.00
24285C	24285	CASTRO-OLEA, MIRTA						
WATER		12/19/2013	100.00 100.00	0.00	0.00	0.00	0.00	100.00
24300D	24300	RODIS, LYNNE						
WATER		11/05/2013	25.00 25.00	0.00	0.00	0.00	0.00	25.00
24305C	24305	IVORY, ALAN						
WATER		01/09/2012	25.00 25.00	0.00	0.00	0.00	0.00	25.00
24305D	24305	BUCHINSKY, MICHELLE						
WATER		05/22/2012	25.00 25.00	0.00	0.00	0.00	0.00	25.00
24315C	24315	REYNOLDS, MONICA						
WATER		01/15/2014	100.00 100.00	0.00	0.00	0.00	0.00	100.00
24325B	24325	TAMAYO, MARIANNA						
WATER		02/18/2011	100.00 100.00	0.00	0.00	0.00	0.00	100.00
24340E	24340	CARTER, ONDA						
WATER		03/01/2013	100.00 100.00	0.00	0.00	0.00	0.00	100.00
24350A	24350	GUERRA, BARBARA						
WATER		06/20/2005	25.00 25.00	0.00	0.00	0.00	0.00	25.00
24375B	24375	JAKTHAN PROPERTIES,						
WATER		02/17/2011	25.00 25.00	0.00	0.00	0.00	0.00	25.00
24375E	24375	KELLY, ERIKA						
WATER		12/09/2013	100.00 100.00	0.00	0.00	0.00	0.00	100.00
24395D	24395	LINDSAY, COLIN						

Account Num.	Service ID	Customer Name	Outstanding	Interest	Balance				
Service	Deposit Num.	Original Date	Amount	Collected	= Balance	Applied	Refunded	Holding	Holding
WATER		02/18/2009	25.00	25.00	0.00	0.00	0.00	0.00	25.00
24405C	24405		BLANCO, CARLOS J						
WATER		08/06/2012	25.00	25.00	0.00	0.00	0.00	0.00	25.00
24425A	24425		RIVERA, ARLENE						
WATER		01/03/2012	25.00	25.00	0.00	0.00	0.00	0.00	25.00
24445D	24445		BABCOCK, TOM						
WATER		05/28/2013	25.00	25.00	0.00	0.00	0.00	0.00	25.00
24455B	24455		SHELTON, BRIAN						
WATER		11/07/2008	25.00	25.00	0.00	0.00	0.00	0.00	25.00
24460A	24460		ALEXANDER, TIFFANY						
WATER		03/21/2002	25.00	25.00	0.00	0.00	0.00	0.00	25.00
24470A	24470		MANSKE, MARY						
WATER		12/21/2009	25.00	25.00	0.00	0.00	0.00	0.00	25.00
24480H	24480		YOUNG, JONATHAN						
WATER		06/29/2012	100.00	100.00	0.00	0.00	0.00	0.00	100.00
24500E	24500		FONTANA, MARIA						
WATER		06/01/2006	25.00	25.00	0.00	0.00	0.00	0.00	25.00
24545B	24545		EVANS, NANCY						
WATER		08/16/2010	25.00	25.00	0.00	0.00	0.00	0.00	25.00
24560D	24560		RYKOWSKI, JOHN						
WATER		05/07/2007	25.00	25.00	0.00	0.00	0.00	0.00	25.00
24560F	24560		RAKOSKI, JOSH						
WATER		03/18/2013	100.00	100.00	0.00	0.00	0.00	0.00	100.00
24590B	24590		HIBBS, JAIMEE						
WATER		09/03/2013	25.00	25.00	0.00	0.00	0.00	0.00	25.00
24605A	24605		FRASER, KELVIN						
WATER		08/13/2012	25.00	25.00	0.00	0.00	0.00	0.00	25.00
24620B	24620		ZAQZOUQ, MUFEEED						
WATER		07/30/2007	100.00	100.00	0.00	0.00	0.00	0.00	100.00
24625A	24625		JAMEER, SAMUEL						
WATER		09/21/2006	25.00	25.00	0.00	0.00	0.00	0.00	25.00
24630E	24630		BROMMA, HUGH						
WATER		08/14/2008	25.00	25.00	0.00	0.00	0.00	0.00	25.00
24630I	24630		FOLEY, DIJANA						
WATER		12/01/2011	100.00	100.00	0.00	0.00	0.00	0.00	100.00
24655B	24655		SPIVEY, BEN						
WATER		10/28/2004	50.00	50.00	0.00	0.00	-25.00	0.00	25.00
24660A	24660		DORCELY, PIERRE						
WATER		07/02/2010	25.00	25.00	0.00	0.00	0.00	0.00	25.00
24680B	24680		HOLTMAN, NANCY						
WATER		08/16/2012	25.00	25.00	0.00	0.00	0.00	0.00	25.00
24695B	24695		KING, CHIQUITA/...						
WATER		12/06/2004	25.00	25.00	0.00	0.00	0.00	0.00	25.00
24710D	24710		WELCH, CHARLES						
WATER		02/14/2012	25.00	25.00	0.00	0.00	0.00	0.00	25.00
24735E	24735		GILLINGS, VICKIE						
WATER		08/20/2013	25.00	25.00	0.00	0.00	0.00	0.00	25.00
24745C	24745		ERICKSON, JOANN						
WATER		05/19/2011	25.00	25.00	0.00	0.00	0.00	0.00	25.00
24755B	24755		HUSSEY, INGRID						
WATER		11/19/2003	25.00	25.00	0.00	0.00	0.00	0.00	25.00
24755D	24755		BUCHS, CURTIS						
WATER		06/27/2013	50.00	50.00	0.00	0.00	0.00	0.00	50.00
24760D	24760		SANTINI, JOSE						
WATER		04/24/2012	100.00	100.00	0.00	0.00	0.00	0.00	100.00
24775E	24775		ARRIETA, ANDREA						
WATER		08/29/2013	100.00	100.00	0.00	0.00	0.00	0.00	100.00

Account Num.	Service ID	Customer Name	Outstanding	Interest	Balance	Applied	Refunded	Interest	Balance
Service	Deposit Num.	Original Date	Amount - Collected	= Balance				Holding	Holding
24780B WATER	24780	01/29/2013	25.00 25.00	0.00	0.00	0.00	0.00	0.00	25.00
24790F WATER	24790	11/30/2009	100.00 100.00	0.00	0.00	0.00	0.00	0.00	100.00
24805B WATER	24805	01/09/2014	25.00 25.00	0.00	0.00	0.00	0.00	0.00	25.00
24820C WATER	24820	04/18/2013	25.00 25.00	0.00	0.00	0.00	0.00	0.00	25.00
24825B WATER	24825	07/06/2012	25.00 25.00	0.00	0.00	0.00	0.00	0.00	25.00
24835B WATER	24835	/ /	25.00 25.00	0.00	0.00	0.00	0.00	0.00	25.00
24840B WATER	24840	05/23/2011	25.00 25.00	0.00	0.00	0.00	0.00	0.00	25.00
24845A WATER	24845	11/12/2013	25.00 25.00	0.00	0.00	0.00	0.00	0.00	25.00
24855A WATER	24855	09/28/2004	25.00 25.00	0.00	0.00	0.00	0.00	0.00	25.00
24855B WATER	24855	05/30/2013	100.00 100.00	0.00	0.00	0.00	0.00	0.00	100.00
24860A WATER	24860	08/07/2002	25.00 25.00	0.00	0.00	0.00	0.00	0.00	25.00
24865 WATER	24865	07/06/2005	25.00 25.00	0.00	0.00	0.00	0.00	0.00	25.00
24915A WATER	24915	06/21/2012	25.00 25.00	0.00	0.00	0.00	0.00	0.00	25.00
24920A WATER	24920	01/03/2013	25.00 25.00	0.00	0.00	0.00	0.00	0.00	25.00
24935B WATER	24935	07/26/2010	50.00 50.00	0.00	-25.00	0.00	0.00	0.00	25.00
24945B WATER	24945	02/26/2010	25.00 25.00	0.00	0.00	0.00	0.00	0.00	25.00
24980A WATER	24980	08/11/2006	25.00 25.00	0.00	0.00	0.00	0.00	0.00	25.00
24990B WATER	24990	03/07/2006	25.00 25.00	0.00	0.00	0.00	0.00	0.00	25.00
24990F WATER	24990	08/20/2012	100.00 100.00	0.00	0.00	0.00	0.00	0.00	100.00
25000F WATER	25000	01/14/2009	50.00 50.00	0.00	-25.00	0.00	0.00	0.00	25.00
25000K WATER	25000	06/07/2013	100.00 100.00	0.00	0.00	0.00	0.00	0.00	100.00
25030C WATER	25030	02/23/2012	25.00 25.00	0.00	0.00	0.00	0.00	0.00	25.00
25040B WATER	25040	10/08/2013	25.00 25.00	0.00	0.00	0.00	0.00	0.00	25.00
25065C WATER	25065	09/21/2009	25.00 25.00	0.00	0.00	0.00	0.00	0.00	25.00
25090C WATER	25090	01/13/2011	25.00 25.00	0.00	0.00	0.00	0.00	0.00	25.00
25090D WATER	25090	09/12/2013	25.00 25.00	0.00	0.00	0.00	0.00	0.00	25.00
25095D WATER	25095	07/30/2013	25.00 25.00	0.00	0.00	0.00	0.00	0.00	25.00
25110B WATER	25110	12/21/2012	25.00 25.00	0.00	0.00	0.00	0.00	0.00	25.00
25115C	25115								

Account Num.	Service ID	Customer Name	Outstanding	Interest	Balance				
Service	Deposit Num.	Original Date	Amount - Collected	= Balance	Applied	Refunded	Holding	Holding	
WATER		09/21/2009	25.00 25.00	0.00	0.00	0.00	0.00	25.00	
25160D	25160		SMITH, TONYA						
WATER		10/25/2013	100.00 100.00	0.00	0.00	0.00	0.00	100.00	
25170C	25170		BATISTA, HUMBERTO						
WATER		10/26/2012	100.00 100.00	0.00	0.00	0.00	0.00	100.00	
25185B	25185		BARRETT, KEVIN						
WATER		06/24/2013	25.00 25.00	0.00	0.00	0.00	0.00	25.00	
25195A	25195		BURTON, BARBARA L						
WATER		04/02/2012	25.00 25.00	0.00	0.00	0.00	0.00	25.00	
25200B	25200		MARSH, DR. BURTON						
WATER		06/26/2007	50.00 50.00	0.00	-21.61	-3.39	0.00	25.00	
25200I	25200		INGOLD, JOHN						
WATER		01/04/2013	100.00 100.00	0.00	0.00	0.00	0.00	100.00	
25245B	25245		PEDERSON, OLIVER						
WATER		04/16/2012	25.00 25.00	0.00	0.00	0.00	0.00	25.00	
25255F	25255		TEBOW, MATTHEW						
WATER		05/10/2012	25.00 25.00	0.00	0.00	0.00	0.00	25.00	
25300A	25300		CHENEX, DOUG						
WATER		04/25/2002	25.00 25.00	0.00	0.00	0.00	0.00	25.00	
25320A	25320		SANTANA, ERICA						
WATER		08/04/2004	50.00 50.00	0.00	-25.00	0.00	0.00	25.00	
25355A	25355		SALINA, PHILIP						
WATER		10/24/2006	50.00 50.00	0.00	-11.69	-13.31	0.00	25.00	
25355F	25355		DICKENSHEET,...						
WATER		06/25/2012	100.00 100.00	0.00	0.00	0.00	0.00	100.00	
25365A	25365		BENTON, CHRISTINA						
WATER	095	11/09/2000	25.00 25.00	0.00	0.00	0.00	0.00	25.00	
25365D	25365		BAILEY, CHRIS						
WATER		08/29/2013	100.00 100.00	0.00	0.00	0.00	0.00	100.00	
25390A	25390		COOPER-GLENN,...						
WATER		08/08/2005	25.00 25.00	0.00	0.00	0.00	0.00	25.00	
25400B	25400		LUTTRELL, JASON						
WATER		09/30/2013	25.00 25.00	0.00	0.00	0.00	0.00	25.00	
25425A	25425		TINKER, WELLINGTON B						
WATER		12/06/2004	25.00 25.00	0.00	0.00	0.00	0.00	25.00	
25430E	25430		MCKENNEY, DAVID W						
WATER		10/06/2011	25.00 25.00	0.00	0.00	0.00	0.00	25.00	
25435B	25435		VALE, JORDAN						
WATER		08/31/2012	25.00 25.00	0.00	0.00	0.00	0.00	25.00	
25440B	25440		KARIM, BIBIZ						
WATER		12/12/2003	25.00 25.00	0.00	0.00	0.00	0.00	25.00	
25440C	25440		KARIM, SHAN						
WATER		11/09/2009	100.00 100.00	0.00	0.00	0.00	0.00	100.00	
25455A	25455		ESCALERA, LIZETTE E						
WATER		01/02/2014	25.00 25.00	0.00	0.00	0.00	0.00	25.00	
Grand Totals									
WATER		//	8075.00 8075.00	0.00	-108.30	-66.70	0.00	7900.00	

APPENDIX L
CONSTRUCTION WORK IN PROGRESS

1. None.

APPENDIX B

LIST OF ASSETS NOT TRANSFERRED TO THE COUNTY

WINDSTREAM/CARRIAGE HILL

3420 SE 2nd Court

PARCEL #R3089-101-000 SEC 29 TWP 15 RGE 22 PLAT BOOK X PAGE 34, WINDSTREAM TRACT A

28' x 50' STORAGE BUILDING; 10 x 10 CHLORINE ROOM

3 WELLS: #1 - 4" WELL W/7 1/2 HP PUMP (SCHAEFER)

#2 - 6" WELL W/ 10 HP PUMP

#3 - 8" WELL W/60 HP PUMP (GOULDS)

15,000 GALLON STORAGE TANK

20,000KW GENERATOR (NATURAL GAS)

CHLORINATION

METERS

SIZE	# OF CONNECTIONS		
	ACTIVE	INACTIVE	
5/8"	130	7	
3/4"	1		
1 1/5"	11	8	
TOTAL	142	15	157

APPENDIX C

DESCRIPTION AND MAP OF REMAINING WINDSTREAM TERRITORY

