



June 19, 2024

Adam Teitzman, Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

**Re: Docket No. 20230114-WS; Application for certificates to provide water and wastewater service in Volusia County by Applegate Utility, LLC**

Dear Mr. Teitzman:

Attached is the 99 Year Lease Agreement for Water & Wastewater Treatment Facility Sites that has been recorded in Volusia County as required by the Final Order in this docket.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

**SUNDSTROM & MINDLIN, LLP**

*/s/ F. Marshall Deterding*

F. Marshall Deterding  
Of Counsel

FMD/brf

Enclosures

cc: Matthew Sibley  
Shannon Hudson  
Timothy Sparks, Esq.

**99-YEAR LEASE AGREEMENT FOR  
WATER & WASTEWATER TREATMENT FACILITIES SITES**

**This 99-Year Lease** for Wastewater Treatment Facilities (the "Lease") is made and entered into between APPLGATE MH COMMUNITY, LLC, (the "Lessor") and APPLGATE UTILITY, LLC (the Lessee), dated as of the 10th day of April, 2024.

**RECITALS:**

- A. Lessor is the owner of the real property in Volusia County, Florida operated as the Applegate Mobile Home Community.
- B. Lessee is the owner of certain water & wastewater facilities including water source, treatment facilities and distribution mains system (the "Water Treatment System"); as well as wastewater collection mains, transmission facilities, pumping stations, a treatment plant and disposal system (the "Wastewater Treatment System"). The Water & Wastewater Treatment Systems are sometimes hereafter collectively referred to as the "Systems". The Systems are located within the boundaries of the water and wastewater certificated area granted by the Florida Public Service Commission and service. Lessee's service area as more particularly described and outlined in Exhibit A hereto.
- C. The "Leased Premises" upon which the water & wastewater treatment facilities, the well, pump house, the effluent pond and the spray fields are outlined in Exhibit B hereto.
- D. Lessor has agreed to lease the Leased Premises to Lessee pursuant to a Lease Agreement, the terms of which grant Lessee the right to lease the Leased Premises from Lessor; to grant a separate non-exclusive perpetual easement and rights of way through, under, over, on and across the Applegate Mobile Home Community to patrol, inspect, alter, improve, repair, rebuild, remove, replace, construct, reconstruct, operate and maintain System and other attachment, fixtures, equipment, and accessories desirable in connection therewith over, under, through, upon and across the Applegate Mobile Home Community at such places, streets, parcels and lots as may be necessary for efficient delivery of utility services to all occupants in the Applegate Mobile Home Community, and to assign such existing easements to Lessee as may be necessary for the foregoing purposes.
- E. Lessor acknowledges that Lessee is the sole and exclusive provider of wastewater utility service to the Applegate Mobile Home Community and Lessee acknowledges that it is capable of providing utility services to the residents and the common areas of the Applegate Mobile Home Community.
- F. Lessor and Lessee desire to set forth herein the terms and conditions under which the Lessee shall be granted the sole and exclusive right to use the Leased Premises to operate and maintain the System so that Lessee can continue to provide water & wastewater utility services to the residents of the Applegate Mobile Home Community.
- G. The Parties have negotiated in good faith and are empowered to be bound by the terms and conditions set forth in this Agreement.

**ACCORDINGLY**, for and in consideration of the sum of Ten (\$10.00) Dollars, the above Recitals and benefits to be derived from the mutual observation of the covenants contained herein, and other good and valuable consideration the receipt and sufficiency of which are

prepared by  
AJ Dixon  
2829 Blvd Avenue Suite 9  
Miami FL 33133

hereby acknowledged by the parties, the parties agree as follows:

1. **AGREEMENT TO LEASE.** Subject to the terms and conditions hereinafter set forth, Lessor hereby demises and leases the Leased Premises exclusively to Lessee and Lessee does hereby hire and take the Leased Premises from Lessor.

2. **TERM.** To have and to hold for a term of ninety-nine (99) years, unless sooner terminated, as provided hereinbelow. The term of this lease shall commence on the date on which the last of the parties executes the Agreement below ("Effective Date") and shall expire ninety-nine (99) years from that date. Notwithstanding any other provisions of this Agreement, this Lease shall terminate immediately upon Lessee's discontinuing use of the Leased Premises for operation of water &/or wastewater utility purposes subject to the requirements as outlined in Paragraph 29 hereof.

3. **RENTAL.** The rent reserved under this Agreement shall be as follows:

(a) Annual rental of \$ 943.50 per year, payable on the first day of each year. Such rental payment is based upon the calculation as contained in Exhibit C hereto.

(b) The annual rental amounts in subparagraph (a) above shall be subject to increase based upon the increase for the most recent 3 calendar years in the Consumer Price Index (as hereinafter defined) commencing on the thirty-seventh (37) month from the date of this Agreement. Every three (3) years thereafter, rental amounts shall be increased to an amount equal to the increase in the Consumer Price Index for the previous three years which shall be determined every three (3) years and paid at the new rental rate adjusted by the cumulative increase over the prior three (3) years. "Consumer Price Index" shall mean the Consumer Price Index which is presently designed as the United States City Average for All Urban Consumers, All Items, with a base period equaling 100 in 1982-84. In the event the statistics are not available or in the event that publication of the Consumer Price Index is modified or discontinued in its entirety, the adjustment provided for herein shall be made on the basis of an index chosen by Lessor as a comparable and recognized index of the purchasing power of the United States consumer dollar published the United States Department of Labor or other governmental agency.

(c) Failure of Lessor to implement the allowed increases in annual rentals as provided for herein for any 3 year period shall not prevent Lessor from implementing or increase in such rents based upon the cumulative increase in the Consumer Price Index at any time Lessor decides to enforce the right to an increase in rent.

(d) Real estate taxes (both ad valorem taxes and non ad valorem taxes) and special assessments, if any, shall be paid by Lessee.

(e) Personal property taxes on the System, and necessary license and occupational fees, insurance, repair, maintenance and compliance costs for the System shall be paid by Lessee.

4. **CONDITION OF PREMISES.** The Premises are leased subject to any and all conditions that an accurate examination of the Premises would disclose, Lessee agreeing to

indemnity Lessor against any and all claims for personal injury or property damage to Lessee's property caused by any defects in the Premises.

5. **SUBORDINATION.** This Lease shall be subject and subordinate at all times to the lien of any mortgage or mortgages, now encumbering the Premises, or which Lessor may at any time place against the Premises. Lessee agrees to execute such documents as may be requested by any mortgagee to evidence the subordination contained herein; provided, however, that as a condition of such subordination, the holder of such mortgage shall be required to agree with Lessee that, notwithstanding the foreclosure of such mortgage, Lessee's occupancy of the Premises shall not be disturbed so long as Lessee is not in default hereunder and agrees to perform all obligations owed to Lessor hereunder for the benefit of such Mortgagee.

6. **REPAIR OF PREMISES.** Lessee will keep the Premises in a clean and sanitary condition during the term of this Lease and any renewal terms, at Lessee's expense, and will comply with all governmental ordinances and directions of proper public officers in connection with such maintenance during the term of this Lease.

7. **NET LEASE.** It is the intent of Lessor and Lessee that this Lease be a "Triple Net Lease", meaning that Lessee shall be responsible for the payment of all insurance, utilities, repairs, maintenance, replacement, sales and use taxes, property taxes and charges and impositions relative to the Premises and/or Lessee's use and occupancy thereof, except that Lessee shall not be responsible for the payment of any mortgages or other liens placed upon the premises by Lessor nor for the payment of any income taxes of Lessor.

8. **ALTERATIONS BY LESSEE.** Lessor agrees that Lessee may make, at its own expense, any alterations, repairs, replacements or additions to the improvements on the Premises, provided:

(a) Lessee shall perform such alterations, repairs, replacements or additions, in accordance with the statutes, ordinances, rules, regulations and orders of all public or quasi-public authorities having jurisdiction thereof and in accordance with the rules and regulations of the local board of Fire Insurance Underwriters; and,

(b) The Premises shall at all times be kept free and clear of all mechanic's, materialmen's, labor or other liens or claims of liens, and Lessee agrees to indemnify and save harmless Lessor from all claims, demands and liability, including damage to person or property arising out of or in connection with any such work; and,

Nothing in this Lease shall be construed as in any way constituting a consent or request by Lessor, expressed or implied, by inference or otherwise, to any contractor, sub-contractor, laborer, or materialman for the performance of any labor or the furnishing of any materials for any specific or general improvement, alteration or repair of or to the Premises or to any buildings or improvements thereon or to any part thereof Pursuant to Florida Statute §713.10, it is the intent of the parties hereto that Lessors interest in the Premises shall not be subject to any liens filed because of Lessee's failure to make payments in connection with any buildings or improvements installed or constructed on the Premises.

9. **UTILITIES.** Lessee shall pay for all utility services supplied to the Premises

for the benefit of Lessee and shall pay all charges for the collection of refuse from the Premises.

10. **LICENSES, FEES AND TAXES.** Lessee shall pay all state, county, municipal, occupational or other licenses, fees and taxes which may be imposed upon the business or occupation of Lessee conducted on or from the Premises and shall pay any tax imposed by the State of Florida on rentals. Lessee covenants to promptly pay when due all real property taxes and tangible personal property taxes relating to the Premises. If the tenancy hereof shall end before rendition of a tax bill for such year, Lessee will pay to Lessor Lessee's pro-rata portion of such taxes based upon the assessments for the prior year.

11. **USE.** The Premises may be used for any and all legal purposes so long as such use does not change the character of the Premises. Except as hereinafter provided, Lessee shall comply with all governmental laws, ordinances and regulations applicable to the use of the Premises, and shall promptly comply with all governmental orders and directives for the correction, prevention and abatement of nuisances, in or upon, or connected with, Lessee's use of the Premises. Lessee will not permit the Premises to be used for any purpose or in any manner which would render the insurance thereon void.

In the event Lessee contaminates the Premises or any adjacent property with hazardous waste in connection with its use of the Premises, Lessee agrees to hold harmless and indemnify Lessor, and Lessor's successors and assigns from any and all claims, suits, actions, debts, damages, costs, charges, and expenses, including attorneys' fees, paralegals' fees, legal assistants' fees and costs, and against all liability, losses and damages of any nature whatsoever, that Lessor may at any time sustain by reason of any such contamination.

12. **REPRESENTATIONS OF LESSOR.** Lessor represents that as of the Commencement Date, the Premises complies with all applicable laws, ordinances, statutes, regulations, orders, rules and restrictions relating thereto (the "Applicable Laws"), and that the Premises and the existing and prior uses thereof (including any uses by its former Lessees) has not prior to the Commencement Date and does not currently violate the provisions of any Applicable Laws relating thereto. If the Premises at any time fails to be in compliance with the Applicable Laws based upon the actions or inactions of Lessor prior to the Commencement Date, Lessee shall notify Lessor of such lack of compliance and, within seven (7) days of such notice, Lessor shall take all necessary measures to bring the Premises into compliance with the Applicable Laws.

13. **INSURANCE.** At all times subsequent to the commencement date of the term of this Lease and during the full term, Lessee shall keep the Premises covered, at Lessee's sole cost and expense against claims for personal injury or property damage under a policy of general public liability insurance.

All insurance required to be maintained by Lessee shall be effected by valid and enforceable policies issued by insurers licensed to do business in the State of Florida, countersigned by an agent licensed to do business in Florida and of recognized responsibility satisfactory to Lessor. Within fifteen (15) days after the commencement of the term of this Lease, Lessee shall promptly deliver to Lessor the original policies as specified above and within fifteen (15) days after the premium of each such policy shall become due and payable, such premium shall be paid by Lessee and Lessor shall be furnished with satisfactory evidence of such payment.

All policies of insurance required to be maintained by Lessee shall name Lessee and

Lessor as the insureds as their respective interests may appear.

14. **DESTRUCTION BY CASUALTY.** In the event of damage or destruction to the Premises, or any portion thereof, by fire or other cause, Lessee shall have the option to repair or restore the same, as the case may be, at Lessee's expense, or to terminate this Lease. If termination is elected, the provisions of Section 29 hereof shall become applicable.

15. **CONDEMNATION.** In the event that any portion of the Premises or all of the Premises are taken under condemnation proceedings, or by sale under threat of condemnation, Lessee shall have no right to any portion of the condemnation award, except for Lessee's utility property (as discussed herein). If the portion of the Premises taken is such that Lessee is not materially affected in the conduct of Lessee's business, then this Lease shall continue in full force and effect with no abatement of the obligations of Lessee hereunder as though such property was not taken. If, on the other hand, the taking of a portion of the Premises is such as to materially affect the conduct of Lessee's business, then and in that event, Lessee shall have the right to terminate this Lease, subject to the provisions of an equitable abatement of rent hereunder.

16. **ENTRY UPON PREMISES.** Lessee agrees that Lessor may at any reasonable time or times during the business hours of Lessee, enter upon the Premises for the purpose of inspecting the same, or to make necessary repairs where Lessor is obligated to make such repairs or where Lessee is delinquent in making repairs it is obligated to make.

17. **ASSIGNMENTS AND SUBLETTING.** Lessee shall not sublet the Premises or assign this Lease without the written consent of Lessor, which shall not be unreasonably withheld.

Notwithstanding anything stated above, Lessee shall at all times during the term hereof have the right without having to obtain Lessor's prior approval therefor to assign this Lease or to sublease all or any portion of the Premises to (I) any Affiliate (defined below) of Lessee, any successor entities or persons by virtue of merger, consolidation, liquidation, reorganization or other operation of law; (ii) to the purchaser (or an Affiliate of the purchaser) of any material portion of the assets of Lessee, or any portion of the business conducted by Lessee at the Premises (however, Lessee shall at all times remain responsible for the payment of the Rent hereunder); (iii) any partnership or joint venture in which Lessee or an Affiliate of Lessee is a partner or a joint venturer that actively participates in the business thereof; and (iv) any entity occupying space in the Premises principally for the purpose of providing services to Lessee or its Affiliates. As used in this Lease, the Term "Affiliate" shall mean (I) any person or entity controlling, controlled by or under common control with Lessee, or (ii) any person or entity controlling, controlled by or under common control with Lessee's parent or any subsidiary of any tier of Lessee's parent. "Control" as used herein means the power, directly or indirectly, to direct or cause the direction of the management and policies of the controlled person or entity. The ownership, directly or indirectly, of at least 51% of the voting securities of, or the possession of the right to vote in the ordinary direction of its affairs at least 51% of the voting interest in, any person or entity shall be presumed to constitute such control.

18. **COVENANTS AS TO BREACH AND REMEDIES.** In addition to default by Lessee in any of Lessee's promises or covenants hereunder, either, (a) the appointment of a receiver to take possession of all, or substantially all, of Lessee's property, or (b) a general assignment by Lessee for the benefit of creditors, or (c) any action taken or suffered by Lessee under any insolvency or bankruptcy act, shall also constitute a breach of this Lease by Lessee.

In the event of breach of this Lease by Lessee, if Lessee has not cured such default within 14 days of Lessee's receipt of written notice from Lessor describing such default, or in the event of renunciation of this Lease by Lessee before the expiration of the term hereof, Lessor may:

(a) Treat this Lease as terminated and resume possession of the Premises, having immediate right of reentry, and may remove all persons and property from the Premises, and may store such property in a public warehouse or elsewhere at the cost of and for the account of Lessee; or

(b) Lessor may retake possession of the Premises for the account of Lessee and relet the Premises; or,

(c) Lessor may stand by and do nothing and shall have the right to sue Lessee for any sums or obligations due hereunder.

No such re-entry or taking possession of the Premises by Lessor shall be construed as an election on its part to terminate this Lease, unless written notice of such intention be given to Lessee, or unless the termination thereof be decreed by a court of competent jurisdiction.

In the event Lessee defaults or breaches any of the terms, conditions or promises of Lessee herein contained, and Lessor is put to the necessity of employing an attorney **in** order to collect any sum or sums of money which may be due by reason of such default, or otherwise take such steps or legal action as may be necessary to enforce such terms, conditions or promises, then Lessee agrees to pay reasonable attorneys' fees, paralegals' fees, legal assistants' fees and court costs and expenses in connection therewith.

19. **PERFORMANCE BY LESSOR OF LESSEE'S OBLIGATIONS.** In the event Lessor shall pay or be compelled to pay a sum of money, or to do any act which requires the payment of any money, by reason of the failure of Lessee to perform one or more of the covenants herein contained to be kept and performed by Lessee, then in such event, the sum or sums so paid by Lessor, together with all interest, expense or obligations incurred by Lessor, shall be considered as additional rent and shall be due and payable from Lessee to Lessor.

20. **NOTICES.** All notices to be given to Lessee shall be given in writing, personally, or by depositing the same in the United States Mails, certified or registered, return receipt requested, postage prepaid and addressed to Lessee at:

Applegate Utility, LLC  
10221 River Road, Ste 59831  
Potomac, MD 20859

Notices and rental payments hereunder to be given to Lessor shall be given in a like manner and addressed to Lessor at:

APPLEGATE MH COMMUNITY, LLC  
10221 River Road, Ste 59831  
Potomac, MD 20859

or such other address as Lessor shall hereafter designate in writing. Notice shall be deemed to have been given upon receipt if given by personal delivery or three (3) days after deposit in the mail if mailed.

21. **WAIVER.** In the event Lessor does not insist on a strict performance of any of the terms and conditions hereof, such shall not be deemed a waiver of the rights or remedies that Lessor shall have to insist upon strict performance of any such terms or conditions in the future or any other conditions and terms of this Lease.

22. **SUCCESSORS AND ASSIGNS.** The conditions and covenants herein contained shall apply to and bind the heirs, successors, personal representatives and assigns, where allowed, of the parties hereto.

23. **INVALIDITY OF ANY PROVISIONS.** If any term, covenant, condition or provision of this Lease shall be held to any extent to be invalid or unenforceable under applicable law, the remaining terms, covenants, conditions and provisions of this Lease shall not be affected thereby but shall remain in full force and effect.

24. **MISCELLANEOUS.** The masculine, feminine or neuter gender, wherever used herein, shall be deemed to include the masculine, feminine and neuter whenever and wherever applicable herein. Whenever the singular is used it shall be deemed to include the plural whenever and wherever applicable herein.

25. **HAZARDOUS SUBSTANCES.** Lessee shall indemnify, protect and hold harmless Lessor and each of its respective subsidiaries from and against all costs and damages incurred by Lessor in connection with the presence, emanation, migration, disposal, release or threatened release of any oil or other petroleum products or hazardous materials or substances on, within, or to or from the Premises as a result of (i) the operations of the Lessee after the Commencement Date and (ii) the activities of third parties affiliated with Lessee or invited on the Premises by Lessee. Lessor shall indemnify, protect and hold harmless Lessee and each of its respective subsidiaries from and against all costs and damages incurred by Lessee in connection with the presence, emanation, migration, disposal, release or threatened release of any oil or other petroleum products or hazardous materials or substances on, within, or to or from the Premises as a result of (i) any activity or action by any party prior to the Commencement Date, (ii) the condition of the Premises prior to the Commencement Date, including any future manifestations of such conditions, or (iii) the activities of Lessor or the activities of any third party not affiliated with Lessee and not invited on the Premises by Lessee. Each party agrees that such party will promptly give written notice to the other party of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Premises and any hazardous substance or environmental law of which such party has actual notice.

26. **REQUIRED STATEMENT.** Florida Statute §404.056(7) requires the following statement to be included in this Lease: RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

27. **WAIVER OF JURY TRIAL.** Lessor and Lessee hereby waive trial by jury in any action, proceeding or counterclaim brought by either of them against the other or any



matters whatsoever arising out of or in any way connected with this Lease, the relationship of Lessor and Lessee, Lessee's use or occupancy of the Premises, and/or claim of injury or damage.

28. **RELATIONSHIP OF THE PARTIES.** Nothing herein contained shall be deemed or construed as creating the relationship of principal and agent or of partnership or joint venture between Lessor and Lessee; it being understood and agreed that neither the method of computing rent nor any other provision contained herein nor any acts of Lessor and Lessee shall be deemed to create any relationship between the parties other than that of Lessor and Lessee.

29. **OBLIGATIONS OF LESSEE ON TERMINATION.** Lessee agrees that upon the termination of this Lease for whatever reason, either upon the completion of the term hereof or otherwise, it will, at its sole cost and expense, (i) cause the water & wastewater treatment plants situated on the Premises and all percolation ponds, drainfields and other components of the utility system situated on the Premises (but exclusive of lines and laterals which are underground) to be decommissioned in accordance with all applicable regulations of the Florida Department of Environmental Protection, the County and any other state or federal agency having jurisdiction; (ii) remove all equipment, fixtures and personalty from any structures on the Premises.

30. **QUIET ENJOYMENT.** Lessor covenants that it now has good title to the Premises, free and clear of all liens and encumbrances. Lessor represents and warrants that it has full right and authority to enter into this Lease and that Lessee, upon paying the rental herein set forth and performing its other covenants and agreements herein set forth, shall peaceably and quietly have, hold and enjoy the Premises for the term hereof without hindrance or molestation from Lessor, subject to the terms and provisions of this Lease.

31. **LIABILITY.**

(a) Lessee shall be liable to Lessor for and shall indemnify and hold harmless Lessor and Lessor's partners, venturers, directors, officers, agents, employees, invitees, visitors and contractors from all claims, losses, costs, damages or expenses (including but not limited to attorney's fees) resulting or arising or alleged to result or arise from any and all injuries to or death of any person or damage to or loss of any property caused by any negligence or intentional misconduct of Lessee or Lessee's partners, venturers, directors, officers, agents, employees, or by any breach, violation or non-performance of any covenant of Lessee under this Lease other than any injury or damage arising (or alleged to arise) out of any negligence, intentional misconduct or breach of the term of this Lease by Lessor or Lessor's partners, venturers, directors, officers, agents, or employees. If any action or proceeding should be brought by or against Lessor in connection with any such liability or claim, Lessee, on notice from Lessor, shall defend such action or proceeding, at Lessee's expense, by or through attorneys reasonably satisfactory to Lessor.

(b) Lessor shall be liable to Lessee for and shall indemnify and hold harmless Lessee and Lessee's partners, venturers, directors, officers, agents, employees, invitees, visitors and contractors from all claims, losses, costs, damages or expenses (including but not limited to attorney's fees) resulting or arising or alleged to result or arise from any and all injuries to or death of any person or damage to or loss of any property caused by any negligence or intentional misconduct of Lessor or Lessor's

partners, venturers, directors, officers, agents, or employees, or by any breach, violation or non-performance of any covenant of Lessor under this Lease other than any injury or damage arising (or alleged to arise) out of any negligence, intentional misconduct or breach of the term of this Lease.

32. **GUARANTY OF PERFORMANCE.** For valuable consideration, the undersigned irrevocably and unconditionally guarantees to Lessor the full, faithful and punctual performance by Lessee of all of Lessee's covenants and agreements contained in this Lease, or any extensions or renewals thereof, and agrees that any extensions, postponements, either of payment or enforcement, waivers, releases of any rights against any party, or releases of any security shall not affect the undersigned's absolute and unconditional liability hereunder. Demand, notice of default or of nonpayment, and all suretyship defenses whatsoever are hereby waived.

Dated, signed, sealed, and delivered as of the date set forth below.

Jonathan Wyss; 2829 Bird Ave, Suite 9, Miami, FL 33133

Printed Name and Address of Witness  
LLC

Jon Wyss  
Jon Wyss (Apr 10, 2024 14:27 EDT)

Witness  
LLC

Zachary Schwartz; 2829 Bird Ave, Suite 9, Miami, FL 33133

Printed Name and Address of Witness

Zach Schwartz  
Zach Schwartz (Apr 10, 2024 14:28 EDT)

Witness

AS

By: Lessor: APPLGATE MH COMMUNITY,

Jonathan Wyss; 2829 Bird Ave, Suite 9, Miami, FL 33133

Printed Name and Address of Witness

Jon Wyss  
Jon Wyss (Apr 10, 2024 14:27 EDT)

Witness

Zachary Schwartz; 2829 Bird Ave, Suite 9, Miami, FL 33133

Printed Name and Address of Witness

Zach Schwartz  
Zach Schwartz (Apr 10, 2024 14:28 EDT)

Witness

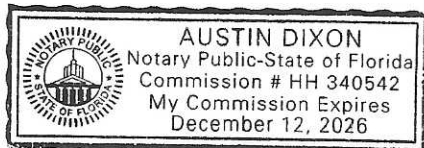
AS

By: Lessee: APPLGATE UTILITY, LLC

State of Florida  
County of Miami-Dade

Sworn to (or affirmed) and subscribed before me by means of  physical presence  online notarization this 10th day of April, 2024, by APPLGATE MH COMMUNITY; Austin Berk & APPLGATE UTILITY, LLC; Austin Berk who is personally known  or produced Drivers License  for verification.

(Seal)



AS

Signature of Notary Public

My commission expires: December 12, 2026

Exhibit A

APPLEGATE UTILITY, LLC

WATER & WASTEWATER SERVICE AREA

ALL OF LOTS A AND B, AND THE NORTH 1/2 OF LOT C, NORTHWOOD SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 6, PAGE 156, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA LOCATED IN SECTION 28, TOWNSHIP 16 SOUTH RANGE 30 EAST, AND THAT PART OF GOVERNMENT LOT 4, SECTION 29, TOWNSHIP 16 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, ALL BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF THE DOMINGO REYES GRANT, SECTION 38, TOWNSHIP 16 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA AND THE WEST RIGHT-OF-WAY LINE OF STATE ROAD NO. 11, HAVING A 200.00 FOOT RIGHT-OF-WAY; THENCE S00°43'19"E ALONG THE WEST RIGHT-OF-WAY OF SAID STATE ROAD NO. 11, A DISTANCE OF 1312.31 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF LOT C, NORTHWOOD SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 6, PAGE 156, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S89°35'41"W ALONG THE SOUTH LINE OF THE NORTH 1/2 OF SAID LOT C, A DISTANCE OF 1180.87 FEET TO A POINT ON THE EAST LINE OF GOVERNMENT LOT 4, SECTION 29, TOWNSHIP 16 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA; THENCE S00°43'19"E ALONG THE EAST LINE OF SAID GOVERNMENT LOT 4, A DISTANCE OF 244.42 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF PARCEL 3, AS DESCRIBED IN OFFICIAL RECORDS BOOK 8125, PAGE 4012, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE DEPARTING SAID EAST LINE, RUN S50°22'13"W ALONG SAID SOUTHERLY BOUNDARY LINE, A DISTANCE OF 412.73 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 3; THENCE N41°38'55"W ALONG THE WESTERLY BOUNDARY LINE OF SAID LANDS, A DISTANCE OF 416.74 FEET TO A POINT ON AFORESAID SOUTHEASTERLY LINE OF THE DOMINGO REYES GRANT; THENCE N49°10'51"E, ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 2320.44 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 27.77 ACRES, MORE OR LESS

Exhibit B

99 Year Lease between  
APPLEGATE MH COMMUNITY, LLC, LLC and  
APPLEGATE UTILITY, LLC

LEASED PREMISES

**THIS IS NOT A SURVEY!!!**

SKETCH TO ACCOMPANY LEGAL DESCRIPTION.

**LEGAL DESCRIPTION: (WATER TREATMENT PLANT)**  
 A PORTION OF LOTS A AND B, NORTHWOOD SUBDIVISION, AS RECORDED IN MAP BOOK 6, PAGE 156, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT B, RUN THENCE NORTH  $89^{\circ}26'42''$ ? EAST, A DISTANCE OF 45.85 FEET; THENCE NORTH  $00^{\circ}52'18''$  WEST, A DISTANCE OF 47.00 FEET; THENCE SOUTH  $89^{\circ}26'42''$  WEST, A DISTANCE OF 45.73 FEET; THENCE SOUTH  $00^{\circ}43'18''$  EAST, A DISTANCE OF 47.00 FEET TO THE POINT OF BEGINNING. CONTAINING 2,152.058 SQUARE FEET OR 0.049 ACRES, MORE OR LESS.

**GERMAINE SURVEYING INC.**  
 PROFESSIONAL LAND SURVEYORS  
 1015 W. WASHINGTON BLVD. SUITE 101, PALM BEACH, FLORIDA 33411  
 PHONE: 561-855-1234 FAX: 561-855-1235  
 WEBSITE: GERMAINESURVEYING.COM

CLIENT: PARSONS COMPANY  
 JOB NO. 2023 SCALE: 1" = 40'  
 TASK: SURVEY DRAWN BY: EAM  
 DATE: 8-28-23 CHECKED BY: GJS

**SURVEYOR'S CERTIFICATION:**  
 I HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF FLORIDA. I HAVE PERSONALLY CONDUCTED THE SURVEY AND THE ACCURACY OF THE RESULTS IS GUARANTEED BY MY SIGNATURE AND SEAL.  
 I, Gregory J. Germaine  
 LICENSE NO. 12345 FLORIDA PROFESSIONAL LAND SURVEYOR AND MAPPER SINCE 2015

**GENERAL NOTES:**  
 THIS SKETCH PREPARED FROM LEGAL DESCRIPTION PRODUCED FROM SURVEY RECORDS.  
 SOME FEATURES SHOWN MAY NOT BE EXACTLY AS SHOWN.  
 MEASUREMENTS BASED ON THE SURVEY OF LOT A AND B.  
 8/28/23

**LEGEND OF SYMBOLS & ABBREVIATIONS:**

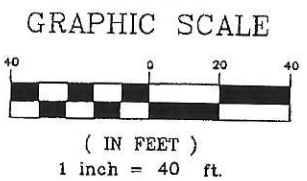
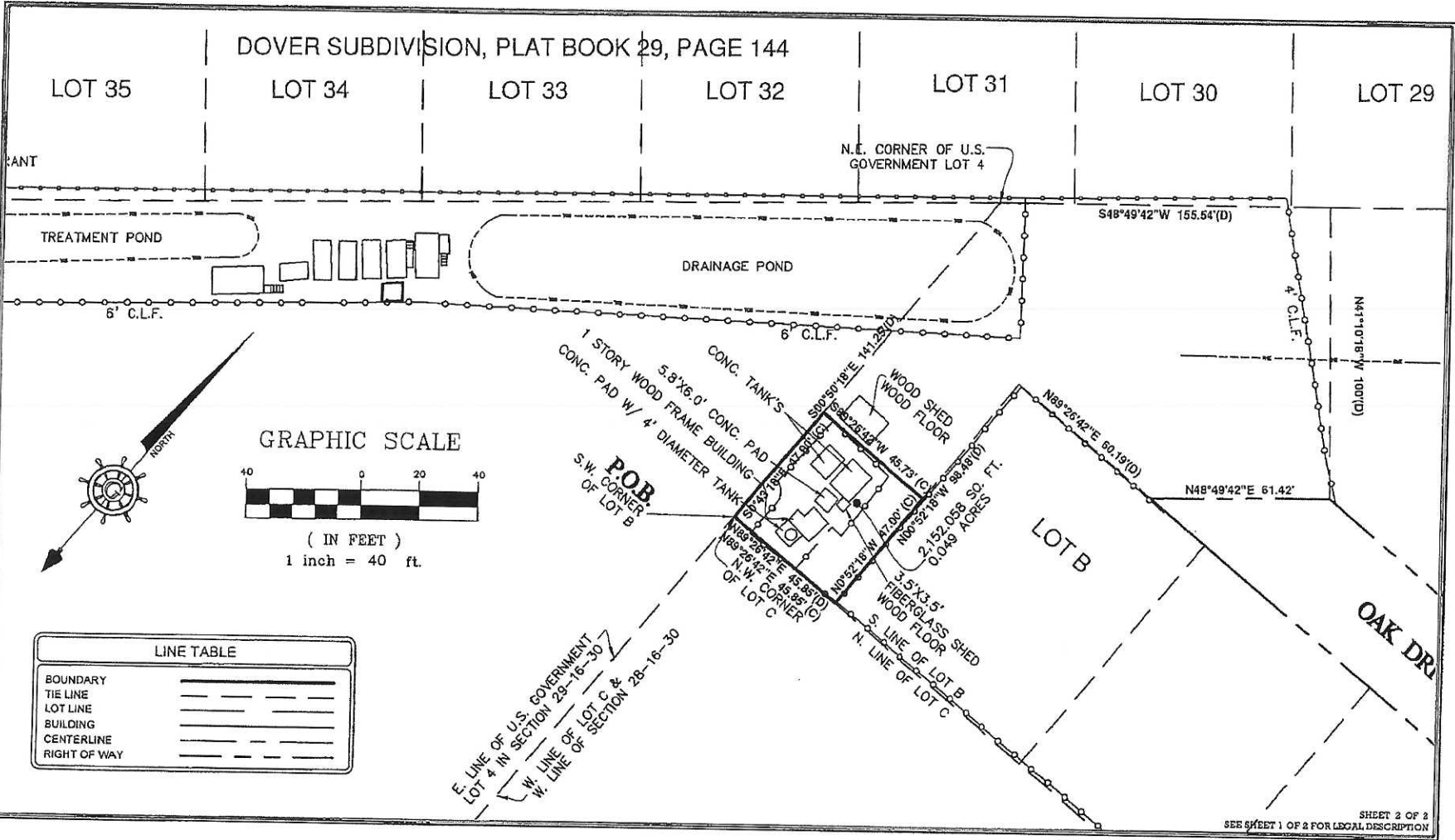
1" = 40'	CONCRETE MONUMENT	P	IRON PIPE
N	NORTH	W	WATER WAYS
S	SOUTH	1"	ONE INCH
E	EAST	2"	TWO INCH
W	WEST	3"	THREE INCH
+	IRON PIPE	4"	FOUR INCH
□	CONCRETE MONUMENT	5"	FIVE INCH
○	IRON PIPE	6"	SIX INCH
○	IRON PIPE	8"	EIGHT INCH
○	IRON PIPE	10"	TEN INCH
○	IRON PIPE	12"	TWELVE INCH
○	IRON PIPE	14"	FOURTEEN INCH
○	IRON PIPE	16"	SIXTEEN INCH
○	IRON PIPE	18"	EIGHTEEN INCH
○	IRON PIPE	20"	TWENTY INCH
○	IRON PIPE	24"	TWENTYFOUR INCH
○	IRON PIPE	30"	THIRTY INCH
○	IRON PIPE	36"	THIRTYSIX INCH
○	IRON PIPE	42"	FORTYTWO INCH
○	IRON PIPE	48"	FORTYEIGHT INCH
○	IRON PIPE	54"	SIXTY INCH
○	IRON PIPE	60"	SIXTYSIX INCH
○	IRON PIPE	66"	SEVENTYTWO INCH
○	IRON PIPE	72"	SEVENTYEIGHT INCH
○	IRON PIPE	78"	EIGHTYFOUR INCH
○	IRON PIPE	84"	NINETY INCH
○	IRON PIPE	90"	NINETYSIX INCH
○	IRON PIPE	96"	HUNDREDTWO INCH
○	IRON PIPE	102"	HUNDREDTWOSIX INCH
○	IRON PIPE	108"	HUNDRETFORTYEIGHT INCH
○	IRON PIPE	114"	HUNDREDSIXTY INCH
○	IRON PIPE	120"	HUNDREDSIXTYSIX INCH
○	IRON PIPE	126"	HUNDREDEIGHTY INCH
○	IRON PIPE	132"	HUNDREDEIGHTYSIX INCH
○	IRON PIPE	138"	HUNDRETY INCH
○	IRON PIPE	144"	HUNDRETYSIX INCH
○	IRON PIPE	150"	HUNDRETTWENTY INCH
○	IRON PIPE	156"	HUNDRETTWENTYSIX INCH
○	IRON PIPE	162"	HUNDRETTWENTYEIGHT INCH
○	IRON PIPE	168"	HUNDRETTWENTYSIX INCH
○	IRON PIPE	174"	HUNDRETTWENTYEIGHT INCH
○	IRON PIPE	180"	HUNDRETTWENTYSIX INCH
○	IRON PIPE	186"	HUNDRETTWENTYEIGHT INCH
○	IRON PIPE	192"	HUNDRETTWENTYSIX INCH
○	IRON PIPE	198"	HUNDRETTWENTYEIGHT INCH
○	IRON PIPE	204"	HUNDRETTWENTYSIX INCH
○	IRON PIPE	210"	HUNDRETTWENTYEIGHT INCH
○	IRON PIPE	216"	HUNDRETTWENTYSIX INCH
○	IRON PIPE	222"	HUNDRETTWENTYEIGHT INCH
○	IRON PIPE	228"	HUNDRETTWENTYSIX INCH
○	IRON PIPE	234"	HUNDRETTWENTYEIGHT INCH
○	IRON PIPE	240"	HUNDRETTWENTYSIX INCH
○	IRON PIPE	246"	HUNDRETTWENTYEIGHT INCH
○	IRON PIPE	252"	HUNDRETTWENTYSIX INCH
○	IRON PIPE	258"	HUNDRETTWENTYEIGHT INCH
○	IRON PIPE	264"	HUNDRETTWENTYSIX INCH
○	IRON PIPE	270"	HUNDRETTWENTYEIGHT INCH
○	IRON PIPE	276"	HUNDRETTWENTYSIX INCH
○	IRON PIPE	282"	HUNDRETTWENTYEIGHT INCH
○	IRON PIPE	288"	HUNDRETTWENTYSIX INCH
○	IRON PIPE	294"	HUNDRETTWENTYEIGHT INCH
○	IRON PIPE	300"	HUNDRETTWENTYSIX INCH
○	IRON PIPE	306"	HUNDRETTWENTYEIGHT INCH
○	IRON PIPE	312"	HUNDRETTWENTYSIX INCH
○	IRON PIPE	318"	HUNDRETTWENTYEIGHT INCH
○	IRON PIPE	324"	HUNDRETTWENTYSIX INCH
○	IRON PIPE	330"	HUNDRETTWENTYEIGHT INCH
○	IRON PIPE	336"	HUNDRETTWENTYSIX INCH
○	IRON PIPE	342"	HUNDRETTWENTYEIGHT INCH
○	IRON PIPE	348"	HUNDRETTWENTYSIX INCH
○	IRON PIPE	354"	HUNDRETTWENTYEIGHT INCH
○	IRON PIPE	360"	HUNDRETTWENTYSIX INCH
○	IRON PIPE	366"	HUNDRETTWENTYEIGHT INCH
○	IRON PIPE	372"	HUNDRETTWENTYSIX INCH
○	IRON PIPE	378"	HUNDRETTWENTYEIGHT INCH
○	IRON PIPE	384"	HUNDRETTWENTYSIX INCH
○	IRON PIPE	390"	HUNDRETTWENTYEIGHT INCH
○	IRON PIPE	396"	HUNDRETTWENTYSIX INCH
○	IRON PIPE	402"	HUNDRETTWENTYEIGHT INCH
○	IRON PIPE	408"	HUNDRETTWENTYSIX INCH
○	IRON PIPE	414"	HUNDRETTWENTYEIGHT INCH
○	IRON PIPE	420"	HUNDRETTWENTYSIX INCH
○	IRON PIPE	426"	HUNDRETTWENTYEIGHT INCH
○	IRON PIPE	432"	HUNDRETTWENTYSIX INCH
○	IRON PIPE	438"	HUNDRETTWENTYEIGHT INCH
○	IRON PIPE	444"	HUNDRETTWENTYSIX INCH
○	IRON PIPE	450"	HUNDRETTWENTYEIGHT INCH
○	IRON PIPE	456"	HUNDRETTWENTYSIX INCH
○	IRON PIPE	462"	HUNDRETTWENTYEIGHT INCH
○	IRON PIPE	468"	HUNDRETTWENTYSIX INCH
○	IRON PIPE	474"	HUNDRETTWENTYEIGHT INCH
○	IRON PIPE	480"	HUNDRETTWENTYSIX INCH
○	IRON PIPE	486"	HUNDRETTWENTYEIGHT INCH
○	IRON PIPE	492"	HUNDRETTWENTYSIX INCH
○	IRON PIPE	498"	HUNDRETTWENTYEIGHT INCH
○	IRON PIPE	504"	HUNDRETTWENTYSIX INCH
○	IRON PIPE	510"	HUNDRETTWENTYEIGHT INCH
○	IRON PIPE	516"	HUNDRETTWENTYSIX INCH
○	IRON PIPE	522"	HUNDRETTWENTYEIGHT INCH
○	IRON PIPE	528"	HUNDRETTWENTYSIX INCH
○	IRON PIPE	534"	HUNDRETTWENTYEIGHT INCH
○	IRON PIPE	540"	HUNDRETTWENTYSIX INCH
○	IRON PIPE	546"	HUNDRETTWENTYEIGHT INCH
○	IRON PIPE	552"	HUNDRETTWENTYSIX INCH
○	IRON PIPE	558"	HUNDRETTWENTYEIGHT INCH
○	IRON PIPE	564"	HUNDRETTWENTYSIX INCH
○	IRON PIPE	570"	HUNDRETTWENTYEIGHT INCH
○	IRON PIPE	576"	HUNDRETTWENTYSIX INCH
○	IRON PIPE	582"	HUNDRETTWENTYEIGHT INCH
○	IRON PIPE	588"	HUNDRETTWENTYSIX INCH
○	IRON PIPE	594"	HUNDRETTWENTYEIGHT INCH
○	IRON PIPE	600"	HUNDRETTWENTYSIX INCH
○	IRON PIPE	606"	HUNDRETTWENTYEIGHT INCH
○	IRON PIPE	612"	HUNDRETTWENTYSIX INCH
○	IRON PIPE	618"	HUNDRETTWENTYEIGHT INCH
○	IRON PIPE	624"	HUNDRETTWENTYSIX INCH
○	IRON PIPE	630"	HUNDRETTWENTYEIGHT INCH
○	IRON PIPE	636"	HUNDRETTWENTYSIX INCH
○	IRON PIPE	642"	HUNDRETTWENTYEIGHT INCH
○	IRON PIPE	648"	HUNDRETTWENTYSIX INCH
○	IRON PIPE	654"	HUNDRETTWENTYEIGHT INCH
○	IRON PIPE	660"	HUNDRETTWENTYSIX INCH
○	IRON PIPE	666"	HUNDRETTWENTYEIGHT INCH
○	IRON PIPE	672"	HUNDRETTWENTYSIX INCH
○	IRON PIPE	678"	HUNDRETTWENTYEIGHT INCH
○	IRON PIPE	684"	HUNDRETTWENTYSIX INCH
○	IRON PIPE	690"	HUNDRETTWENTYEIGHT INCH
○	IRON PIPE	696"	HUNDRETTWENTYSIX INCH
○	IRON PIPE	702"	HUNDRETTWENTYEIGHT INCH
○	IRON PIPE	708"	HUNDRETTWENTYSIX INCH
○	IRON PIPE	714"	HUNDRETTWENTYEIGHT INCH
○	IRON PIPE	720"	HUNDRETTWENTYSIX INCH
○	IRON PIPE	726"	HUNDRETTWENTYEIGHT INCH
○	IRON PIPE	732"	HUNDRETTWENTYSIX INCH
○	IRON PIPE	738"	HUNDRETTWENTYEIGHT INCH
○	IRON PIPE	744"	HUNDRETTWENTYSIX INCH
○	IRON PIPE	750"	HUNDRETTWENTYEIGHT INCH
○	IRON PIPE	756"	HUNDRETTWENTYSIX INCH
○	IRON PIPE	762"	HUNDRETTWENTYEIGHT INCH
○	IRON PIPE	768"	HUNDRETTWENTYSIX INCH
○	IRON PIPE	774"	HUNDRETTWENTYEIGHT INCH
○	IRON PIPE	780"	HUNDRETTWENTYSIX INCH
○	IRON PIPE	786"	HUNDRETTWENTYEIGHT INCH
○	IRON PIPE	792"	HUNDRETTWENTYSIX INCH
○	IRON PIPE	798"	HUNDRETTWENTYEIGHT INCH
○	IRON PIPE	804"	HUNDRETTWENTYSIX INCH
○	IRON PIPE	810"	HUNDRETTWENTYEIGHT INCH
○	IRON PIPE	816"	HUNDRETTWENTYSIX INCH
○	IRON PIPE	822"	HUNDRETTWENTYEIGHT INCH
○	IRON PIPE	828"	HUNDRETTWENTYSIX INCH
○	IRON PIPE	834"	HUNDRETTWENTYEIGHT INCH
○	IRON PIPE	840"	HUNDRETTWENTYSIX INCH
○	IRON PIPE	846"	HUNDRETTWENTYEIGHT INCH
○	IRON PIPE	852"	HUNDRETTWENTYSIX INCH
○	IRON PIPE	858"	HUNDRETTWENTYEIGHT INCH
○	IRON PIPE	864"	HUNDRETTWENTYSIX INCH
○	IRON PIPE	870"	HUNDRETTWENTYEIGHT INCH
○	IRON PIPE	876"	HUNDRETTWENTYSIX INCH
○	IRON PIPE	882"	HUNDRETTWENTYEIGHT INCH
○	IRON PIPE	888"	HUNDRETTWENTYSIX INCH
○	IRON PIPE	894"	HUNDRETTWENTYEIGHT INCH
○	IRON PIPE	900"	HUNDRETTWENTYSIX INCH
○	IRON PIPE	906"	HUNDRETTWENTYEIGHT INCH
○	IRON PIPE	912"	HUNDRETTWENTYSIX INCH
○	IRON PIPE	918"	HUNDRETTWENTYEIGHT INCH
○	IRON PIPE	924"	HUNDRETTWENTYSIX INCH
○	IRON PIPE	930"	HUNDRETTWENTYEIGHT INCH
○	IRON PIPE	936"	HUNDRETTWENTYSIX INCH
○	IRON PIPE	942"	HUNDRETTWENTYEIGHT INCH
○	IRON PIPE	948"	HUNDRETTWENTYSIX INCH
○	IRON PIPE	954"	HUNDRETTWENTYEIGHT INCH
○	IRON PIPE	960"	HUNDRETTWENTYSIX INCH
○	IRON PIPE	966"	HUNDRETTWENTYEIGHT INCH
○	IRON PIPE	972"	HUNDRETTWENTYSIX INCH
○	IRON PIPE	978"	HUNDRETTWENTYEIGHT INCH
○	IRON PIPE	984"	HUNDRETTWENTYSIX INCH
○	IRON PIPE	990"	HUNDRETTWENTYEIGHT INCH
○	IRON PIPE	996"	HUNDRETTWENTYSIX INCH
○	IRON PIPE	1000"	HUNDRETTWENTYEIGHT INCH

REVISIONS

1	
2	
3	
4	
5	

SHEET 1 OF 2

DOVER SUBDIVISION, PLAT BOOK 29, PAGE 144



LINE TABLE	
BOUNDARY	—————
TIE LINE	—————
LOT LINE	—————
BUILDING	—————
CENTERLINE	—————
RIGHT OF WAY	—————



DOVER SUBDIVISION, PLAT BOOK 29, PAGE 144

LOT 38

LOT 37

LOT 36

LOT 35

LOT 34

LOT 33

LOT 32

LOT 31

N49°31'42"E 9.20' (C)

P.O.B.

N.E. CORNER OF U.S. GOVERNMENT LOT 4  
F.L. 1.8' N.W.

F.C. 1.8' N.

6' WOOD FENCE F.C. 5.4' N.W.

SOUTHERLY LINE OF DOMINGO REYES GRANT  
N48°40'18"E 778.74' (D)  
N48°57'41"E 776.14' (C)

6' WOOD FENCE

6' WOOD FENCE

F.C. 2.5' N.W.

N42°53'53"W  
47.02' (C)

TREATMENT POND

TREATMENT POND

25,182.53 SQUARE FEET  
0.58 ACRES

N48°57'41"E 527.61' (C)

CONC. TANK'S

DRAINAGE POND

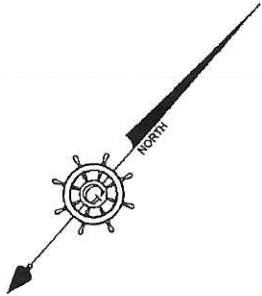
6' C.L.F.

6' C.L.F.

S48°57'42"W 533.93' (C)

WOOD SHED  
CONC. FLOOR  
WOOD DECK W/ WOOD STEP'S

S39°23'17"E 46.93' (C)



A PORTION OF U.S. GOVERNMENT LOT 4  
SECTION 29-16-30

S.W. CORNER  
OF LOT B

N.W. CORNER  
OF LOT C

LOTS  
A & B

E. LINE OF U.S. GOVERNMENT LOT 4 IN SECTION 29-16-30

W. LINE OF LOT C &  
W. LINE OF SECTION 28-16-30

E. LINE OF U.S. GOVERNMENT LOT 4 IN SECTION 29-16-30

LINE TABLE

- BOUNDARY
- TIE LINE
- LOT LINE
- BUILDING
- CENTERLINE
- RIGHT OF WAY

GRAPHIC SCALE



( IN FEET )  
1 inch = 50 ft.



Exhibit C

99 Year Lease between  
APPLEGATE MH COMMUNITY, LLC, LLC and  
APPLEGATE UTILITY, LLC

WTP Site 0.049 acres	
Book Value *	\$ 735
Annual Lease Rate	<u>10%</u>
Annual Lease Payment	\$ 73.50

<u>STP Site 0.58 acres</u>	
<u>Book Value *</u>	<u>\$ 8700</u>
<u>Annual Lease Rate</u>	<u>10%</u>
<u>Annual Lease Payment</u>	<u>\$ 870.00</u>

Total annual lease payment \$943.50

\*Land value at time first dedicated to public service in 1980 estimated at \$15,000 per acre. So Water plant land 0.049 acres x 15,000 = \$735; Wastewater plant land 0.58 acres x 15,000 = \$8700.

•












# Applegate - 99 year lease

Final Audit Report

2024-04-10

Created:	2024-04-10
By:	Auzzi Dixon (auzzi@parakeetcommunities.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAdx6SLaPDRa2P0fZkjAK-xNS7EvZloCFi

## "Applegate - 99 year lease" History

-  Document created by Auzzi Dixon (auzzi@parakeetcommunities.com)  
2024-04-10 - 6:24:08 PM GMT
-  Document emailed to Jon Wyss (jon@parakeetcommunities.com) for signature  
2024-04-10 - 6:24:14 PM GMT
-  Document emailed to Austin Berk (austin@parakeetcommunities.com) for signature  
2024-04-10 - 6:24:14 PM GMT
-  Document emailed to Zach Schwartz (zach@parakeetcommunities.com) for signature  
2024-04-10 - 6:24:14 PM GMT
-  Email viewed by Jon Wyss (jon@parakeetcommunities.com)  
2024-04-10 - 6:27:17 PM GMT
-  Document e-signed by Jon Wyss (jon@parakeetcommunities.com)  
Signature Date: 2024-04-10 - 6:27:33 PM GMT - Time Source: server
-  Email viewed by Zach Schwartz (zach@parakeetcommunities.com)  
2024-04-10 - 6:27:45 PM GMT
-  Document e-signed by Zach Schwartz (zach@parakeetcommunities.com)  
Signature Date: 2024-04-10 - 6:28:57 PM GMT - Time Source: server
-  Email viewed by Austin Berk (austin@parakeetcommunities.com)  
2024-04-10 - 6:37:27 PM GMT
-  Document e-signed by Austin Berk (austin@parakeetcommunities.com)  
Signature Date: 2024-04-10 - 6:37:45 PM GMT - Time Source: server
-  Agreement completed.  
2024-04-10 - 6:37:45 PM GMT

**BILL OF SALE OF UTILITY SYSTEMS  
BY APPLGATE MH COMMUNITY, LLC  
TO APPLGATE UTILITY, LLC.**

**KNOW ALL MEN BY THESE PRESENTS** that APPLGATE MH COMMUNITY, LLC (hereinafter "Seller") for the sum of One Hundred Fifty Three Thousand and Thirty Two DOLLARS (\$153,032.00) and other good and valuable considerations paid by APPLGATE UTILITY, LLC (hereinafter "Purchaser"), the receipt of which is hereby acknowledged, has granted, bargained, sold, transferred, set over and delivered, and by these presents does grant, bargain, sell, transfer, set over and deliver, unto the Purchaser, its successors and assigns, each and every portion of the potable water system and sanitary sewer system described in the Schedules attached hereto as Exhibit "B" (hereinafter "Utility Systems Descriptions"), both tangible and intangible, and such rights and obligations, whether contractual or not, as more fully set forth in the following paragraphs, and constructed or owned by Seller to service the real property described on Exhibit "A". The Purchaser hereby purchases, and the Seller hereby sells, for the purchase price and upon the terms, and subject to the conditions and provisions hereof, the following personalty, known as "purchased assets" of the Seller:

- (1) All easements, licenses, rights-of-way and consents owned by Seller for the construction, operation and maintenance of the Utility Systems.
- (2) All water source, treatment and distribution and sewage treatment and collection facilities of every kind and description whatsoever, including but not limited to eils, pumps, lift stations, transmission mains, distribution mains, supply pipes, collection pipes or facilities, valves, meters, meter boxes, service connections, and all other physical facilities and property installations installed in connection with the Utility Systems constructed or owned by the Seller, to provide water and sewer utility service to the parcel of real property described on Exhibit "A" attached hereto.
- (3) All certifications, immunities, privileges, permits, licenses, license rights, easements, consents, grants, ordinances, leaseholds, rights-of-way, and all rights to construct, maintain and operate plants and systems for the withdrawal, treatment and distribution of water service and the collection, transmission, and treatment and disposal of sewage, and every right of every character whatever in connection therewith; all agencies for the provision of water and sewer services, and all renewals, extensions, additions or modifications of any of the foregoing.
- (4) All past and current Utility records, files, books, prints, plans, engineering reports, surveys, specifications, shop drawings, equipment manuals, and other information required by Purchaser for the operation of the Utility Systems.
- (5) All other property, rights and obligations not otherwise listed which are used in the operation of the Utility Systems.
- (6) All warranties by third parties respecting completed or in-progress construction work, including professional engineering warranties.

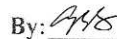
Seller, its successors and assigns, hereby covenants that it is the lawful owner of the above-referenced property and that it has good right to, and hereby does, sell the same to the Purchaser, and that it will warrant and defend the same against the lawful claims and demands of all persons whomsoever. The Purchase price for the combined Water and Wastewater Systems is intended to reflect Net Book value of the Combined systems at or near the date of Acquisition of the Assets by Seller as described in Exhibit "C" hereof.

IN WITNESS WHEREOF the parties have caused their names to be hereunto subscribed this 2nd day of October, 2023.

ATTEST:

APPLGATE MH COMMUNITY, LLC

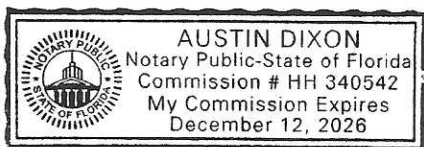
  
Notary Public - State of Florida  
Commission # HH 340542  
My Commission Expires  
December 12, 2026

By:   
Austin Berk  
Title: Authorized Signer

STATE OF FLORIDA )  
COUNTY OF Miami-Dade )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared Austin Berk, to me known to be the person described in the foregoing instrument, and who executed the foregoing instrument and who acknowledged before me that he executed same for the purposes therein stated on behalf of said corporation.

WITNESS my hand and official seal this 2nd day of October, 2023.



  
Notary Public Florida  
My Commission Expires:  
December 12, 2026

**APPLEGATE MH COMMUNITY, LLC**

**to**

**APPLEGATE UTILITY, LLC**

**Utility Assets - Bill of Sale**

**EXHIBIT A – CERIFICATED SERVICE AREA**

**LEGAL DESCRIPTION:**

ALL OF LOTS A AND B, AND THE NORTH 1/2 OF LOT C, NORTHWOOD SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 6, PAGE 156, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA LOCATED IN SECTION 28, TOWNSHIP 16 SOUTH RANGE 30 EAST, AND THAT PART OF GOVERNMENT LOT 4, SECTION 29, TOWNSHIP 16 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, ALL BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF THE DOMINGO REYES GRANT, SECTION 38, TOWNSHIP 16 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA AND THE WEST RIGHT-OF-WAY LINE OF STATE ROAD NO. 11, HAVING A 200.00 FOOT RIGHT-OF-WAY; THENCE S00°43'19"E ALONG THE WEST RIGHT-OF-WAY OF SAID STATE ROAD NO. 11, A DISTANCE OF 1312.31 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/2 OF LOT C, NORTHWOOD SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 6, PAGE 156, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S89°35'41"W ALONG THE SOUTH LINE OF THE NORTH 1/2 OF SAID LOT C, A DISTANCE OF 1180.87 FEET TO A POINT ON THE EAST LINE OF GOVERNMENT LOT 4, SECTION 29, TOWNSHIP 16 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA; THENCE S00°43'19"E ALONG THE EAST LINE OF SAID GOVERNMENT LOT 4, A DISTANCE OF 244.42 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF PARCEL 3, AS DESCRIBED IN OFFICIAL RECORDS BOOK 8125, PAGE 4012, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE DEPARTING SAID EAST LINE, RUN S50°22'13"W ALONG SAID SOUTHERLY BOUNDARY LINE, A DISTANCE OF 412.73 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL 3; THENCE N41°38'55"W ALONG THE WESTERLY BOUNDARY LINE OF SAID LANDS, A DISTANCE OF 416.74 FEET TO A POINT ON AFORESAID SOUTHEASTERLY LINE OF THE DOMINGO REYES GRANT, THENCE N49°10'51"E, ALONG SAID SOUTHEASTERLY LINE, A DISTANCE OF 2320.44 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 27.77 ACRES, MORE OR LESS.

APLEGATE MH COMMUNITY, LLC

to

APLEGATE UTILITY, LLC

Utility Assets - Bill of Sale

EHIBIT B – UTILITY SYSTEMS DESCRIPTIONS

APPLEGATE MH COMMUNITY, LLC  
Utility Assets - Bill of Sale

Exhibit C  
Net Book Value of Water & Wastewater Systems  
December 31, 2022

Water Plant in Service	\$ 127,881
Accumulated Depreciation	<u>\$ 10,296</u>
Net Book Value	\$ 117,585
Wastewater Plant in Service	\$ 39,590
Accumulated Depreciation	<u>\$ 4,143</u>
Net Book Value	\$ 35,447
Combined Net Book Value	\$ 153,032









# Applegate - Bill of Sale

Final Audit Report

2023-10-03

Created:	2023-10-03
By:	Austin Dixon (auzzi@parakeetcommunities.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfk-SJD8AzFUKtjMCUOLNmK3sFZYm8VF

## "Applegate - Bill of Sale" History

-  Document created by Austin Dixon (auzzi@parakeetcommunities.com)  
2023-10-03 - 4:14:00 PM GMT
-  Document emailed to Austin Berk (austin@parakeetcommunities.com) for signature  
2023-10-03 - 4:15:17 PM GMT
-  Email viewed by Austin Berk (austin@parakeetcommunities.com)  
2023-10-03 - 4:15:56 PM GMT
-  Document e-signed by Austin Berk (austin@parakeetcommunities.com)  
Signature Date: 2023-10-03 - 4:16:21 PM GMT - Time Source: server
-  Document emailed to Jonathan Wyss (jon@parakeetcommunities.com) for signature  
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-  Email viewed by Jonathan Wyss (jon@parakeetcommunities.com)  
2023-10-03 - 4:22:26 PM GMT
-  Document e-signed by Jonathan Wyss (jon@parakeetcommunities.com)  
Signature Date: 2023-10-03 - 4:22:36 PM GMT - Time Source: server
-  Agreement completed.  
2023-10-03 - 4:22:36 PM GMT



Adobe Acrobat Sign

**AFFIDAVIT**

I, Austin Berk, am the Chief Financial Officer of Parakeet MHC, LLC. In that capacity, I am filing this Affidavit in order to assure the Florida Public Service Commission that the grandparent company will provide or assist Applegate Utility, LLC in securing necessary funding to meet all reasonable capital needs and any operating deficits of the Utility, which may arise as the result of the Utility's operation of a certificated water and wastewater Utility in its PSC certificated service territory. Such funding will be provided on an as and when needed basis.

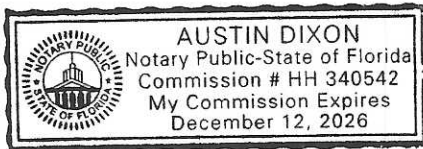
*AJB*

\_\_\_\_\_  
Austin Berk, Chief Financial Officer  
Parakeet MHC, LLC.

STATE OF Florida )  
COUNTY OF Miami-Dade )

The foregoing instrument was acknowledged before me this 3rd day of October, 2023, by Austin Berk, who is personally known to me or who has produced Drivers License as identification.

*Austin Dixon*  
\_\_\_\_\_  
Print Name Austin Dixon  
Notary Public  
State of Florida at Large  
My Commission Expires: December 12, 2026










# Applegate - Financial Affidavit

Final Audit Report

2023-10-03

Created:	2023-10-03
By:	Austin Dixon (auzzi@parakeetcommunities.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA04ZEeSWAc1wtVySGTYNBjKrKJPSMH1GG

## "Applegate - Financial Affidavit" History

-  Document created by Austin Dixon (auzzi@parakeetcommunities.com)  
2023-10-03 - 5:32:49 PM GMT
-  Document emailed to Austin Berk (austin@parakeetcommunities.com) for signature  
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-  Email viewed by Austin Berk (austin@parakeetcommunities.com)  
2023-10-03 - 5:34:30 PM GMT
-  Document e-signed by Austin Berk (austin@parakeetcommunities.com)  
Signature Date: 2023-10-03 - 5:34:51 PM GMT - Time Source: server
-  Agreement completed.  
2023-10-03 - 5:34:51 PM GMT