

October 4, 2024

E-Portal

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

Re: [New Filing] – Application to Amend Wastewater Certificate to Extend Service and Petition for Approval of Service Availability Charges by Ni Florida, Inc.

Dear Mr. Teitzman:

Attached for filing, please find Ni Florida, Inc.'s Application to Amend Wastewater Certificate (104-S) to allow it to extend service to the Oak Stone development and Petition for Approval of Service Availability Charges. The required application fee will follow under separate cover.

Thank you for your assistance with this filing.

Kind regards,



Beth Keating
Gunster, Yoakley & Stewart, P.A.
215 South Monroe St., Suite 601
Tallahassee, FL 32301
(850) 521-1706

Enclosure

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application of Ni Florida, Inc. for)
Amendments to Wastewater Certificate to)
Extend Service to the Oak Stone Development)
in DeSoto County, Florida.)

Docket No.:

Filed: October 4 , 2024

APPLICATION TO AMEND WASTEWATER
CERTIFICATE TO EXTEND SERVICE AND PETITION FOR APPROVAL
OF SPECIAL DEVELOPER AGREEMENT AND SERVICE AVAILABILITY CHARGES

Ni Florida, Inc. (“Ni” or “Company”), by and through its undersigned attorney, and pursuant to Sections 367.045, 367.101, and 367.171(7), Florida Statutes, and Rules 25-30.036, 25-30.550, and 25-30.565, Florida Administrative Code, files this Application for Amendment of Certificate requesting amendment to Wastewater Certificate No. 104-S to allow Ni to provide service to a new development in DeSoto County. The Company also hereby seeks approval of the associated special developer agreement and service availability charges. Ni currently provides wastewater service in Lee County. As such, by this Petition and pursuant to Section 367.171(7), Florida Statutes, Ni seeks amendment to its wastewater certificate to enable it to provide wastewater services to the new development. Ni’s service to the new development would transverse county boundaries, bringing this matter into the jurisdiction of the Florida Public Service Commission (“Commission”). In support hereof, Ni states as follows:

1. Ni is a water and wastewater utility providing water service in Pasco County and wastewater service in Lee County and is a utility subject to the Commission's regulatory jurisdiction under Chapter 367, Florida Statutes. Its principal business address is:

Ni Florida, Inc.
200 Weathersfield Avenue,
Altamonte Springs, FL, 32714

Ni Application for Amendment of Certificate

2. The name and mailing address of the persons authorized to receive notices are:

Beth Keating, Esq.
Gunster, Yoakley & Stewart, P.A.
215 South Monroe St., Suite 601
Tallahassee, FL 32301
BKeating@gunster.com
(850) 521-1706

Seán Twomey, President
Sunshine Water Services and Ni Florida,
Inc.
200 Weathersfield Avenue,
Altamonte Springs, FL, 32714
Sean.Twomey@nexuswg.com
407.312.1815

Michael Cartin, Director/Corporate
Development
Nexus Water Group
Michael.Cartin@nexuswg.com
803.960.5405

3. The Commission has broad jurisdiction, including jurisdiction to grant the relief requested herein, under Sections 367.045, 367.121(1), and 367.171(7), Florida Statutes, pursuant to which the Commission is authorized to amend existing utilities' certificates of authorization extend service areas, to require financially capable utilities to extend service to provide adequate and proper service to any person entitled to service, and to assert its exclusive jurisdiction over utilities whose service area transverses county boundaries, whether the subject counties are jurisdictional or not. Likewise, the Commission has jurisdiction to approve new service availability charges and a new developer agreement under Chapter 367, Florida Statutes, namely Sections 367.091 and 367.101, Florida Statutes. The Company is unaware of any material facts in dispute in this regard. This is a Petition representing an initial request to the Commission, which is the affected agency located at 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399.
4. The Company is unaware of any material facts in dispute at this time, but the proceeding may involve disputed issues of material fact. The Company's request set forth herein does not involve reversal or modification of a Commission decision or proposed agency action. This is

a Petition representing an initial request to the Commission, which is the affected agency located at 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399.

I. Overview

5. The Company is both financially and technically able to provide efficient, safe, and reliable service to the Oak Stone Master Planned Development (“Oak Stone Development”). In fact, the Commission recognized Ni’s ability in Order No. PSC-2021-0073-FOF-WS, issued February 8, 2021, in Docket No. 20200221-WS, wherein the Commission noted that Ni’s ultimate parent company at that time, SouthWest Water Company (“SouthWest”), was a nationwide, fully integrated utility with the necessary resources, expertise, and managerial capabilities to successfully operate Ni in Florida. Since then, Southwest’s parent company SWMAC and Corix Infrastructure Inc., the parent of Sunshine Water Services Company (a Commission-regulated utility), have merged to create Nexus Water Group, Inc. with an even further expanded platform, resources, and expertise.
6. The Company’s wastewater rates were last approved in a file-and-suspend rate case docket in 2016. The rates were subsequently reduced, effective January 6, 2021, to reflect the expiration of amortized rate case expense associated with the rate case in 2016 as required by Section 367.0816, F.S. The Company has since applied for and received approval of multiple price index and pass-through rate adjustments. In 2019, the Commission also approved a revision of the wastewater service availability charges. In 2022, new classes of bulk wastewater service were approved for the Company by Order No. PSC-2022-0385-TRF-SU, issued November 10, 2022. The Company’s existing rates and charges for wastewater service are reflected in the Application for Amendment of Certificate (“Application”), which is attached hereto and incorporated herein by reference as Attachment A to this Petition. Therefore, the Utility’s

existing rates and charges remain in effect until a change is authorized by the Commission in a subsequent proceeding.

II. Service Area Extension to Serve the Oak Stone Development

7. The Company has entered into a Developer Agreement with Oak Stone, LLC (“Developer”) for the provision of wastewater service to a new development, the Oak Stone Development in DeSoto County, which is attached hereto as Attachment B. Pursuant to that Developer Agreement, Ni will design, permit, and construct a wastewater treatment plant with a capacity of 460,000 gallons to serve the anticipated total of 1,950 wastewater connections, which will primarily be residential and consist of single-family homes, townhomes, and condominiums.
8. In addition, the Company worked with DeSoto County to ensure access for Ni to serve the Oak Stone Development, while protecting the County’s rights to serve throughout the rest of the County. Pursuant to Resolution 2023-97 of the DeSoto County Board of County Commissioners, as well as the referenced Agreement Concerning Service Area of Ni Florida, Inc., both of which are attached hereto as Attachment C.¹
9. There are no other existing utilities in the area capable of providing service to the Oak Stone Development. While the County provides water and wastewater services in DeSoto County, at present, its wastewater plant is not capable of serving the full development. As such, the Developer requested that Ni provide the service.
10. The Company will utilize employees, management, and billing systems already in place for its existing water and wastewater systems to serve the Oak Stone Development and will hire additional qualified employees as necessary to ensure adequate service to customers in the new service area.

¹ As reflected by the date of Attachment C, these discussions and agreement occurred prior to consummation of the merger between Southwest Water Company and Corix.

11. Although DeSoto County is a non-jurisdictional county, Section 367.171(7), Florida Statutes, provides that the Commission will have exclusive jurisdiction over utilities whose service transverses county boundaries. The Commission has further held on numerous occasions that a utility's service can transverse county boundaries even if no service lines physically cross the county line.² That interpretation has been upheld by the courts.³
12. The Commission also addressed this issue in Order No. PSC-00-1265-PCO-WS. In that case, the Commission considered the applications of two utilities that sought original certificates to provide water and wastewater services to a development in Nocatee, Florida. Although no facilities existed at the time of the submission of the applications, the proposed service area would span two adjacent counties. Both applications were protested and several Motions to Dismiss for lack of subject matter jurisdiction were filed. In Order No. PSC-00-1265-PCO-WS, the Commission determined that pursuant to the clear and unambiguous language of Section 367.171(7), F.S., using the definitions provided by the Legislature, it had exclusive jurisdiction over the proposed utility system whose service would transverse county boundaries. Quoting Order No. 22459, the Commission discussed the legislative intent behind Section 367.171(7), F.S. In that order, the Commission stated, "We do not believe that the Legislature intended ... to perpetuate a situation where a utility would be subject to several regulators." Such is the case with the proposed service by Ni to the new development in DeSoto County. But for the Commission's exclusive jurisdiction, as set forth in Section 367.171(7), F.S., over utilities whose service transverses county boundaries, Ni would be

² Order No. 22787, issued in Docket No. 891190-WS, on April 9, 1990; Order No. 24335, issued in Docket No. 910078-WS, on April 8, 1991 (reconsideration denied, Order No. 24684); Order No. PSC-08-0540-PAA-WS, issued August 18, 2008, in Docket No. 080103-WS.

³ Board of County Commissioners of St. Johns County v. Beard; 601 So. 2d 590, 592 (1st DCA 1992)(stating, "Although the PSC asks us to apply a favorable presumption to its interpretation of subsection 367.171(7), we find no need to resort to such a presumption where the statutory language so clearly supports the PSC's ruling.")

Ni Application for Amendment of Certificate

subject to regulation by both the Florida Public Service Commission and the DeSoto County Commission if it serves the new development, which would be inefficient and contrary to the intent of the statute.

13. To the best of the Company's knowledge, the provision of wastewater service to the Oak Stone Development is consistent with the current DeSoto County Comprehensive Plan. Furthermore, administrative approval of a planned unit development ("PUD") overlay amendment for the Oak Stone development has been approved by the County with certain conditions, which are reflected in Exhibit C of the attached Application. Detailed maps of the proposed service area showing township, range and section a likewise included as an exhibit to the attached Application, as well as the required legal descriptions. These maps are consistent with the underlying intent of Rule 25-30.033 (n), Florida Administrative Code, and as required, reflect the township, range, and section with a scale such as 1" = 200' or 1" = 400', with the proposed territory plotted thereon by use of metes and bounds or quarter sections, and with a defined reference point of beginning. If, however, the Commission determines that the map included does not meet the rule requirements, Ni respectfully requests the Commission grant Ni a waiver of this requirement, as the maps provided meet the underlying intent of the rule and Ni otherwise does not have access to alternatives.

14. A copy of the Purchase and Sale Agreement for Real Property for the wastewater plant site is included in Attachment A (the application) as Exhibit E.

15. The Company will provide a Late-Filed Exhibit to the Application (Exhibit 6) consisting of an affidavit that the notice of application was given in accordance with Section 367.045, Florida Statutes, and Rule 25-30.030, Florida Administrative Code and an affidavit that the Notice of Application in a newspaper of general circulation consistent with the requirements of Rule 25-

30.030, Florida Administrative Code, as well as a copy of such published notice.

16. The anticipated capacity of the proposed service area is between 501 to 2,000 ERCs.

Therefore, the Company is providing the required \$1,000.00 application fee, which is enclosed.

17. There are no outstanding Consent Orders of Notices of Violations issued against Ni by the Department of Environmental Protection.

III. Service Availability Charges

18. While Ni anticipates operating its Oak Stone system as an addition to its system in Lee County, the Oak Stone Development is an anticipated development that has not yet been constructed. Likewise, Ni's facilities to serve the area are not yet constructed. Thus, while Ni otherwise intends to apply its existing, tariffed rates for wastewater service to customers in the Oak Stone Development, Ni is seeking approval of new service availability charges specific to this development in recognition of contemporary construction and permitting costs and to appropriately take into account contributed facilities. Attached hereto as Attachment D is a cost-of-service analysis in support of the Company's proposed service availability charges. Also included in Attachment D is a schedule showing how the service availability charges were calculated.

19. At present, no sewage collection system, or treatment plant have been constructed in the Oak Stone Development or are being depreciated on Ni's books, nor are there active customers. Minimal engineering costs have been incurred to plan the necessary facilities.

20. The planned wastewater treatment facility will be constructed in three phases and will have a design capacity of 460,000 gallons per day. The facility will be able to serve 1,950 ERCs when at full capacity. The contributed collection systems will have the capacity to serve 1,950 wastewater ERCs. Ni acknowledges that the proposed service availability charges result in

total CIAC in excess of the limitation in Rule 25-30.580, Florida Administrative Code.

21. While recognizing that the maximum guideline is designed to ensure that the Utility retains an investment in the system, Ni emphasizes that this is a greenfield development and requires the construction of a new wastewater treatment facility, which will be expanded in phases as the development grows, the proposed service availability charges make sense as they minimize the risk that extending service in this wholly undeveloped area will have any impact on Ni's existing customer base. The Commission has, on occasion, allowed utilities to be overcontributed.⁴ Moreover, the Commission can revisit whether the charges remain appropriate, should be reduced, or eliminated in the event the buildout is achieved sooner than expected, or in the context of a rate proceeding. This is an entirely new development that will necessitate construction of new waste treatment facility. Moreover, the service availability charges are reflective of the rate negotiated with the developer of the property. Ultimately, as the Commission has noted in a prior case, "This rule recognizes that every utility is in some sense unique by providing flexibility for utility management to establish its service availability policy. However, there are some drawbacks to the rule because the guidelines are a moving target, looking forward in time when the utility plant is at designed capacity. This type of analysis requires projections of growth rates and many assumptions. The factors used to calculate this forward look in time are constantly changing."⁵ Therein, the Commission also noted that, "it is important to not set charges too low, because it may then be difficult to meet environmental, growth, and infrastructure requirements."⁶

22. In total, contributed property under the Developer Agreement (Attachment B) that will be

⁴ See Order No. 20647, issued in Docket No. 881011-WU; Order No. 98-0318-FOF-SU, issued in Docket No. 970121-SU; and Order No. PSC-2017-0113-PAA-WS, issued in Docket No. 20130105-WS.

⁵ Order No. PSC-2007-0685-PAA-SU, issued October 29, 2007, in Docket No. 20060285-SU, at pg. 45

⁶ Id.

Ni Application for Amendment of Certificate

reflected on the Company's books at full build out will have at a total estimated value of \$12,870,000 with the collection system being constructed and contributed over an approximate 10-year time frame.

23. Construction is still in the planning stages and permits have not yet been obtained. However, evidence of the Company's application for the appropriate permits for the construction and operation of the wastewater treatment plant are attached to Attachment A. Upon issuance of the required permits, the Company will provide the permits as a late-filed exhibit. Also, attached to this Petition as Attachment E is a detailed statement by a registered professional engineer showing the cost and capacity of the planned treatment plant, as well as the projected construction schedule.
24. Also included as Attachment F is a schedule reflecting the projected utilization growth rate for the future treatment plant.
25. Also included as Exhibit 1 to Attachment A, is the Company's present capital structure, including the cost of debt in the present capitalization, as well as the methods of financing the construction of the new Oak Stone system.
26. The service area has the proposed capacity to provide wastewater service from between 501 to 2,000 ERCs. Therefore, the Company is providing the required \$1,000.00 application fee associated with this request for new service availability charges, which for purposes of efficiency has been combined with the fee due for the Company's application for extension of its service area.

WHEREFORE, Ni Florida, Inc. respectfully requests approval of the Company's:

1. Application to Amend Certificate to allow it to extend the service area of its Wastewater Certificate (104S) to allow it to provide wastewater service in DeSoto

Ni Application for Amendment of Certificate

County to the Oak Stone Development;

2. A developer agreement, as well as proposed service availability charges, for service in the new Oak Stone Development; and
3. request for waiver of Rule 25-30.033(n), F.A.C., if deemed necessary by the Commission.

RESPECTFULLY SUBMITTED this 4th day of October, 2024.



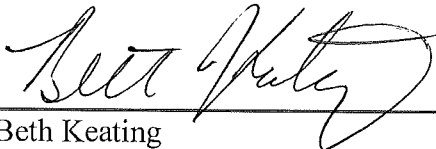
Beth Keating, Esq.
Gunster, Yoakley & Stewart, P.A.
215 S. Monroe St., Suite 601
Tallahassee, FL 32301
(850) 521-1706

Attorneys for Ni Florida, Inc.

CERTIFICATE OF SERVICE

I hereby certify that true and correct copies of the foregoing has been served by Electronic Mail this 4th day of October, 2024, upon the following:

Keith Hetrick Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399-0850 khetrick@psc.state.fl.us	Office of Public Counsel Walter Trierweiler c/o The Florida Legislature 111 West Madison Street, Room 812 Tallahassee, FL 32399-1400 Trierweiler.walt@leg.state.fl.us

By: 
Beth Keating
Gunster, Yoakley & Stewart, P.A.
215 South Monroe St., Suite 601
Tallahassee, FL 32301
(850) 521-1706

ATTACHMENT A

PSC Application
For
Amendment of Wastewater Certificate
No. 104S

**APPLICATION FOR AMENDMENT OF CERTIFICATE
(EXTENSION, QUICK TAKE EXTENSION, OR DELETION)**

**(Pursuant to Section 367.045, Florida Statutes, and
Rule 25-30.036, Florida Administrative Code)**

To: **Office of Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850**

The undersigned hereby makes application for amendment of Water Certificate No. _____ and/or Wastewater Certificate No. 104S to add or delete territory located in DeSoto County, Florida, and submits the following information:

Please check the type of amendment being requested. Based upon the type of amendment requested, please complete the following parts of the application. Where specific items are listed, only those items need to be completed under that part.

- Extension: Complete Parts I, II, V, and VI
- Quick Take: Complete Parts I, II (only items B-1, 2, 4, 6 and D-1, 2, 3), III, V, and VI
- Deletion: Complete Parts I, II (only items D-1, 2, 3), IV, V, and VI

PART I APPLICANT INFORMATION

- A) Contact Information for Utility. The utility's certificated name, address, telephone number, Federal Employer Identification Number, and if applicable, fax number, e-mail address, and website address. The utility's name should reflect the business and/or fictitious name(s) registered with the Department of State's Division of Corporations:

Ni Florida, Inc.
Utility Name

200 Weathersfield Avenue,
Office Street Address

Altamonte Springs FL 32714
City State Zip Code

Mailing Address (if different from Street Address)

City	State	Zip Code
(407) 312-1815		(803) 699-2423
Phone Number		Fax Number
85-1569289	Federal Employer Identification Number	
sean.twomey@nexuswg.com		
E-Mail Address		
www.nexuswatergroup.com		
Website Address		

B) The contact information of the authorized representative to contact concerning this application:

Sean Twomey, President		
Name		
200 Weathersfield Ave.		
Mailing Address		
Altamonte Springs	FL	32714
City	State	Zip Code
(407) 312-1815		(803) 699-2423
Phone Number		Fax Number
sean.twomey@nexuswg.com		
E-Mail Address		

PART II

TERRITORY AMENDMENT

Part II should be completed as follows based upon the type of amendment requested.

Extension: Complete all items under Part II

Quick Take Extension: Only need to complete items B-1, 2, 4, 6 and D-1, 2, 3.

Deletion: Only need to complete items D-1, 2, 3.

A) NEED FOR SERVICE IN THE PROPOSED AREA

- 1) Exhibit A - The number of customers currently being served and proposed to be served, by customer class and meter size, including a description of the types of customers anticipated to be served, i.e., single family homes, mobile homes, duplexes, golf course clubhouse, commercial.

Oak Stone is a proposed new development in DeSoto County. Oak Stone will feature a Crystal Lagoon by Metro Lagoons that will be open to residents and the public. Product type will vary, with single-family residential anchoring the project but rounded out with townhomes, carriage homes, villas, and condo buildings.

- 2) Exhibit B - Provide a copy of all requests from service from property owners or developers in areas not currently served.
- 3) Exhibit C - Provide a copy of the current land use designation of the proposed service territory as described in the local comprehensive plan at the time the application is filed. If the proposed development will require a revision to the comprehensive plan, describe the steps taken and to be taken to facilitate those changes, including changes needed to address the proposed need for service.
- 4) Exhibit D - Provide a statement of any known land use restrictions, such as environmental restrictions imposed by governmental authorities.

(See Exhibit)

B) TERRITORY DESCRIPTION, MAPS, FACILITIES, AND TECHNICAL ABILITY

- 1) Exhibit E - If the utility is planning to build a new water or wastewater treatment plant to serve the proposed territory, provide documentation of the utility's right to access and continued use of the land upon which the new utility treatment facilities that will serve the proposed territory will be located. This documentation shall be in the form of a recorded warranty deed, recorded quit claim deed accompanied by title insurance, recorded lease such as a 99-year lease, or recorded easement. The applicant may submit an unrecorded copy of the instrument granting the utility's right to access and continued use of the land upon which the utility treatment facilities are or will be located, provided the applicant files a recorded copy within the time prescribed in the order granting the amendment to the certification of authorization.

- 2) Exhibit F - Provide a legal description of the territory proposed to be served in the format prescribed in Rule 25-30.029, F.A.C. In addition, if the extension of territory is adjacent to existing territory, provide one complete legal description of the resulting territory including both existing and expanded portions.
- 3) Exhibit G - Provide a detailed system map showing the proposed lines and treatment facilities, with the territory proposed to be served plotted thereon, consistent with the legal description provided in B-1 above. If the territory to be served is adjacent to the utility's existing territory, provide a complete map showing both existing and expanded territories. The map shall be of sufficient scale and detail to enable correlation with the description of the territory.
- 4) Exhibit H - Provide an official county tax assessment map or other map showing township, range, and section, with a scale such as 1" = 200' or 1" = 400', with the proposed territory plotted thereon, consistent with the legal description provided in B-1 above.
- 5) Exhibit I - Provide a statement describing the capacity of the existing lines, the capacity of the existing treatment facilities, and the design capacity of the proposed extension.

There are currently no existing lines within Oak Stone. All lines will be sized appropriately to meet the future needs of the development at complete build out. Ni will design, permit, and construct a wastewater treatment plant with a capacity of 460,000 gallons to serve the anticipated total of 1,950 wastewater connections.

- 6) Exhibit J - Provide a copy of all current permits issued by the Department of Environmental Protection (DEP) and by the water management district.
- 7) Exhibit N/A - Provide a copy of the most recent DEP and/or county health department sanitary survey, compliance inspection report, and secondary water quality standards report.
- 8) Exhibit N/A - Provide a copy of all correspondence with the DEP, county health department, and water management district, including consent orders and warning letters, and the utility's responses to the same, for the past five years.

C) FINANCIAL ABILITY

- 1) Exhibit 1 - Provide a detailed statement regarding the proposed method of financing the construction and the projected impact on the utility's capital structure.

(See attached exhibit) - Financing would be funded from a mix of shareholder equity and debt financing. Ni has access to debt and equity funding from its parent, SouthWest. The cost of debt at SouthWest as of May 31, 2024 is 5.71%. Ni Florida anticipates using a proxy capital structure based on applicable

- 2) Exhibit 2 - Provide a statement regarding the projected impact of the extension on the utility's monthly rates and service availability charges.

At this time, the extension described herein is not anticipated to impact the Company's monthly rates. The Company is, contemporaneously, seeking approval of new service availability charges for wastewater service that are specific to the Oak Stone development.

D) PROPOSED TARIFF AND RATE INFORMATION

- 1) Exhibit 3A & B - Provide a tariff containing all rates, classifications, charges, rules, and regulations, which shall be consistent with Chapter 25-9, F.A.C. See Rule 25-30.036, F.A.C., for information about water and wastewater tariffs that are available and may be completed by the applicant and included in the application.

- 2) Exhibit 4 - Provide the number of the most recent order of the Commission establishing or changing the applicant's rates and charges.

PAA Order PSC-16-0525-PAA-WS, Consummating Order PSC-16-0561-CO-WS Amendatory Order PSC-16-0525A-PAA-WS, issued in Docket No. 20160030-WS.

- 3) Exhibit 5 - An affidavit that the utility has tariffs and annual reports on file with the Commission.

PART III QUICK TAKE EXTENSION ADDITIONAL INFORMATION

A) Exhibit ____ - Provide a written statement that the proposed new territory includes a maximum of 25 equivalent residential connections within such territory at the time the territory is at buildout. In addition, the statement should include a description of the types of customers anticipated to be served by the extension, i.e., single family homes, mobile homes, duplexes, golf course clubhouse, or commercial.

B) Exhibit ____ - Provide a written statement that upon investigation:

1) There is no other utility in the area of the proposed territory that is willing and capable of providing reasonably adequate service to the new territory.

2) The person(s) or business(es) requesting water or wastewater service have demonstrated to the utility that service is necessary because: (Check all that apply)

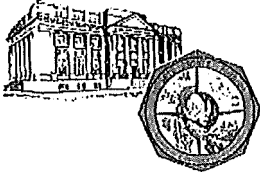
- (a) a private well has been contaminated or gone dry ,
- (b) a septic tank has failed , or
- (c) service is otherwise not available .

PART IV TERRITORY DELETION ADDITIONAL INFORMATION

A) Exhibit ____ - Provide a statement specifying the reasons for the proposed deletion of territory.

B) Exhibit ____ - Provide a legal description of the territory proposed to be deleted in the format prescribed in Rule 25-30.029, F.A.C., along with a complete legal description of the remaining territory.

EXHIBIT C



**Desoto County
Board of County Commissioners
County Development Department
201 East Oak Street; Suite 204
Arcadia, Florida 34266**

Phone: (863) 993-4806
Fax: (863) 491-6163

August 29, 2012

Ms. Geri L. Waksler
Berntsson, Ittersagen, Gunderson, Waksler & Wideikis, LLP
18401 Murdock Cir, Suite C
Port Charlotte, FL 33948

Re: Administrative Amendment to PUD Overlay for Stoneybrook Oaks and Oak Stone
(Parcel Numbers 29-39-23-0000-0010-0000, 29-39-23-0000-0014-0000, 30-39-23-0000-0013-0000 and 30-39-23-0000-0014-0000)

Dear Ms. Waksler:

Oak Stone, LLC's application for an administrative amendment to the PUD Overlay for this 637-acre (approx.) property, has been received by the DeSoto County Development Department. The subject property is zoned Residential Multi Family (RMF-6) with a Planned Unit Development Overlay as was approved by Ordinance 2005-06 and amended by Ordinance 2005-75. The applicant has asked to modify the concept development plan that was approved when the PUD Overlay was approved. The Development Director may approve such modifications provided that compliance with Section 2322J of the County's Land Development Regulations is demonstrated.

County staff has reviewed the application and determined that it complies with Section 2322J. The requested modification to the concept development plan for the PUD Overlay is approved, subject to the conditions listed below.

Conditions of approval:

1. The attached Concept Plans for Oak Stone and Stoneybrook Oaks prepared by Banks Engineering dated May 1, 2012 replaces the previously approved Concept Plan for the PUD Overlay for the subject property.
2. Up to 1249 residential units may be developed within Stoneybrook Oaks and up to 840 residential units may be developed within Oak Stone for a total of 2089 residential units on the subject property.
3. Emergency access for fire apparatus must be maintained between the Stoneybrook Oaks and Oak Stone parcels.

4. Development of the subject property must comply with Florida Statutes pertaining to the Florida Fire Prevention Code.
5. All prior conditions of rezoning, including those stated in Ordinance 2005-06, Ordinance 2005-75, and as shown on the prior approved Concept Plan remain in effect, except as modified or superseded herein.

As plans to develop the subject property proceed, it is recommended that the applicant consult with staff regarding future requirements such as, but not limited to, a cumulative traffic impact analysis and availability of utilities for the proposed developments.

The request is filed as DP 2012-05 under the name of Stoneybrook Oaks. Please keep a copy of this letter for your records. This letter serves as your administrative approval, contingent upon the conditions contained herein. If you have any questions our office can be reached at (863)993-4806

Sincerely,



C. Guy Maxcy
County Administrator/Acting Development Director

c: Project file

APPLICATION FOR AMENDMENT OF CERTIFICATE

BY

NI FLORIDA, INC.

EXHIBIT D

KNOWN LAND USE RESTRICTIONS

Use Restriction. The Property is hereby made subject to the following restrictive covenants:

(A) the Property shall be developed as and used only for a wastewater treatment plant (the "Plant") with sufficient capacity to provide wastewater services for 2,000 LUEs (i.e. "living unit equivalent") of wastewater capacity at full build out for the Community; (B) no portion of the Plant or the Property shall provide wastewater service to any real property, residential or Commercial, which is not located within the Community, unless Utility shall have obtained the written consent of Oak Stone to such use and the parties record an amendment to confirm the terms of such consent, which terms of consent may include, without limitation, assurances by the Utility that such service to property outside the Community cannot not diminish the Utility's service to the Community or increase the cost to the Community; and (C) the construction of the Plant is intended to be implemented by Utility in phases in accordance with applicable law and with sufficient capacity to meet the level of actual and planned demand for wastewater services of the Community, up to the LUEs described above.

Exhibit E

AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR THE PURCHASE AND SALE OF REAL PROPERTY ('Agreement') is made as of the Effective Date as defined in Section 1.02 by **Oak Stone, LLC**, a Florida limited liability company ('Seller') and **Ni Florida, Inc.**, a Delaware corporation ('Buyer'). Seller and Buyer are sometimes referred herein together as the 'Parties' or the 'parties' and separately as a 'Party' or a 'party.'

RECITALS:

A. Seller is the owner of approximately Six Hundred Forty-Two (642) acres of real property located in DeSoto County, Florida ('County'), which is part of a residential subdivision commonly known as Oak Stone (the 'Community').

B. Seller desires to sell approximately Ten (10) acres of real property on the north end of the Community to Buyer (the 'Property') and Buyer desires to purchase the Property from Seller, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged Buyer and Seller agree as follows:

ARTICLE I PURCHASE AND SALE

Section 1.01. Property. Seller agrees to sell, and Buyer agrees to purchase the Property as described on **Exhibit "A"** attached hereto together with Seller's interest, if any, in and to all tenements, hereditaments and appurtenances to the Property.

Section 1.02. Effective Date. The 'Effective Date' of this Agreement shall be the date on which the last of Seller and Buyer has executed this Agreement and so notified the other in writing.

Section 1.03. Definitions. The following terms shall have the meanings indicated for all purposes affecting this Agreement:

(A) **Buyer's Intended Use.** Buyer intends to construct and operate a Plant (according to the WSA as the WSA is defined below) on the Property as set forth in the WSA ('Buyer's Intended Use'). At Closing, Seller and Buyer shall record a restrictive covenant against the Property limiting Buyer's Intended Use to the construction and operation of the Plant.

(B) **Governmental Authorities.** The term 'Governmental Authority' or 'Governmental Authorities' shall mean and refer to DeSoto County, Southwest Florida Water Management District (the 'District') Florida Department of Environmental Protection ('FDEP'), the State of Florida Fish and Wildlife Conservation Commission, the U.S. Fish and Wildlife Service, the Florida Public Service Commission (the 'Commission') and all other governmental authorities having jurisdiction over the Property and its use.

(C) **Seller's Intended Use.** The Community on lands owned by Seller as of the Effective Date, excluding the Property to be sold to Buyer (the "**Seller Retained Land**") intended for a residential community developed in accordance with the Seller Approvals, and related amenities and improvements.

ARTICLE II PURCHASE PRICE AND TERMS OF PAYMENT

Section 2.01. Purchase Price. The Purchase Price for the Property (the "**Purchase Price**") shall be One Million and Eighty Thousand and No/100 Dollars (\$1,080,000.00).

Section 2.02. Terms of Payment. The Purchase Price shall be payable in the following manner:

(A) Buyer shall deposit Fifty Thousand And No/100 Dollars (\$50,000.00) (the "**Deposit**") with Shutts & Bowen LLP (the "**Escrow Agent**"), within five (5) business days after the Effective Date. The Deposit shall be remitted to Escrow Agent by wire transfer of immediately available federal funds. The Deposit shall be held by Escrow Agent in a non-interest-bearing account. Escrow Agent shall hold the Deposit pursuant to the terms of this Agreement, subject only to mutually agreed upon written modifications executed by the parties. All interest earned on the Deposit shall in all instances be paid to Buyer, except if Buyer defaults in its obligations hereunder pursuant to Section 15.01, in which event all interest earned on the Deposit shall be paid to Seller. Escrow Agent shall deliver the Deposit to Seller at Closing and Buyer shall receive a credit against the Purchase Price in the amount of the Deposit.

(B) At Closing, Buyer shall pay the Purchase Price to Seller, subject to the terms, conditions, prorations and adjustments stated in this Agreement, by wire transfer of immediately available federal funds.

ARTICLE III TITLE AND SURVEY

Section 3.01. Evidence of Title. Within twenty (20) days after the Effective Date, Seller shall deliver to Buyer a title insurance commitment for the Property, issued by a nationally recognized title insurer, and copies of all documents referenced therein (collectively, the "**Commitment**"), which shall commit to issue to Buyer, upon recording of the Deed, as defined in Section 10.04, an owner's policy of title insurance (the "**Title Policy**") in the total amount of the Purchase Price.

Section 3.02. Survey. Within ninety (90) days after the Effective Date, Buyer shall, at Buyer's sole cost and expense, obtain and deliver to Seller a boundary survey of the Property that shall be certified to Seller, Buyer and the title insurer (the "**Survey**").

Section 3.03. Objections to Title or Survey. If the Commitment or the Survey contains exceptions to title which are not acceptable to Buyer in Buyer's sole and absolute discretion, then Buyer shall notify Seller of any and all objections to same (each a "**Title Defect**") in writing no later than fifteen (15) days prior to the expiration of the Investigation Period ("**Notice of Title Defect**"). Seller shall provide written notice to Buyer within fifteen (15) days of receipt

of the Notice of Title Defect specifying which, if any, of the Title Defects Seller elects to cure prior to Closing ("**Seller's Response**"). If Seller fails to timely provide Seller's Response, Seller shall be deemed to have elected not to cure any Title Defects. If Buyer is dissatisfied with Seller's Response then, at the option of Buyer, within fifteen (15) days after receipt of Seller's Response or deemed response, Buyer may elect to terminate this Agreement, provided if Buyer fails to timely terminate this Agreement, Buyer shall be deemed to have elected to proceed to Closing without satisfaction of the Title Defects Seller has elected or has been deemed elected not to cure and all of such Title Defects shall be deemed accepted as Permitted Exceptions (as below defined). Buyer shall also have the right to object at any time to any exception to title placed of record subsequent to the effective date of the Commitment if such exception is not a Permitted Exception or not contemplated by this Agreement or the WSA ("**New Title Defects**"). Seller shall have the obligation to cure all such New Title Defects that were caused by or through Seller. If this Agreement is timely terminated pursuant to this Section 3.03, the Deposit shall be promptly returned to Buyer and neither party shall have any further rights or obligations hereunder, except for those matters that expressly survive termination of this Agreement. All Title Defects and/or New Title Defects accepted or deemed accepted by Buyer shall be "**Permitted Exceptions**".

ARTICLE IV INVESTIGATION OF PROPERTY

Section 4.01. Right of Entry. The "**Investigation Period**" under this Agreement shall be a period commencing on the Effective Date and ending at 11:59 p.m. on that date which is ninety (90) days after the Effective Date. Buyer, and all of Buyer's agents, contractors, consultants, representatives and other persons designated by Buyer, shall have the right to enter on the Property, for the purpose of investigation, discovery and testing of the Property, including, without limitation, surveying, soil testing and boring, hydrological studies, environmental studies, structural inspections or any other studies or tests Buyer determines in its reasonable discretion to be necessary or appropriate (collectively, the "**Inspections**"). Seller shall cooperate with Buyer in conjunction with Buyer's Inspections, including providing access to the Property at reasonable times prior to Closing. All of Buyer's Inspections shall be at Buyer's sole cost and expense, and shall be performed in a manner so as not to unreasonably interfere with Seller's interest in the Community. Buyer shall remove or bond any lien of any type that attaches to the Property as a result of any Buyer's Inspections. Upon completion of any Inspection, Buyer shall restore any material damage to the Property caused by such Inspection to the extent reasonably practicable. Buyer hereby indemnifies, defends and holds Seller harmless from and against all claims, liabilities, injury, damage, loss, cost or expense, including, but not limited to, attorneys' fees and court costs, resulting or related to or from Buyer's Inspections, including but not limited to, personal injury, liens and damage, which indemnity, defense and hold harmless obligation shall survive for one (1) year after the termination of this Agreement or Closing. Prior to such time as any Buyer or its representatives enter the Property, Buyer shall (A) obtain policies of general liability insurance which insure Buyer and Seller with liability insurance limits of not less than \$2,000,000 combined single limit for personal injury and property damage, and name Seller as an additional insured, and provide such coverages and carry such other limits as Seller shall reasonably require, and (B) provide Seller with certificates of insurance evidencing that Buyer obtained the aforementioned policies of insurance.

Section 4.02. Property Documents. Within five (5) business days following the Effective Date, Seller shall furnish to Buyer (which may be furnished by a shared website) third-party reports and studies concerning the condition of the Property which Seller possesses, including copies of all plans, plats, surveys, zoning and land use information, soil tests and reports, environmental tests and reports, engineering studies, inspection reports, due diligence materials, CAD files, appraisals, feasibility studies, landscape plans, and site plans relating to the Property. All of the information to be furnished under this Section 4.02 shall collectively be referred to as the "**Property Documents.**" The Property Documents exclude confidential, proprietary and attorney-client privileged materials. Seller makes no representation or warranty, express, written, oral, statutory, or implied, regarding the accuracy or completeness of the Property Documents, and all such representations and warranties are hereby expressly excluded and disclaimed. Without limiting the foregoing, even if the Property Documents (including any environmental report) are false, misleading and/or incomplete and even if Seller has or is deemed to have actual or implied knowledge of such, Buyer accepts the Property and Property Documents "AS IS" and with all faults and accepts all risk associated with the Property Documents and/or the Property, subject only to the mutual terms of the WSA applicable the Property. Buyer will not rely on the Property Documents as being a complete or accurate source of information with respect to the Property and will instead in all instances rely exclusively on its own inspections with respect to all matters which it deems relevant to its decision to acquire, own and operate the Property.

Section 4.03. Right of Cancellation. Buyer shall have the absolute and unqualified right to terminate this Agreement at any time prior to the expiration of the Investigation Period for any reason whatsoever or for no reason. Additionally, in order to elect to proceed under this Agreement, Buyer must deliver written notice to Seller, reflecting Buyer's decision to proceed (the "**Notice to Proceed**"), which Notice to Proceed must be delivered to Seller prior to the expiration of the Investigation Period or the applicable timing in Section 3.03, whichever is later. If Buyer does not give a Notice to Proceed, this Agreement shall terminate. If this Agreement is terminated pursuant to this Section 4.03, the Deposit shall be promptly returned to Buyer and neither party shall have any further rights or obligations hereunder, except for those matters that expressly survive termination of this Agreement.

Section 4.04. Reserved.

Section 4.05. AS-IS. EXCEPT AS OTHERWISE SET FORTH HEREIN, THE SALE OF THE PROPERTY IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS WITH ALL FAULTS. Except as provided for in this Agreement or any of the Closing documents, Seller has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, agreements, or guaranties of any kind, character, or nature whatsoever, whether express or implied, oral or written, past, present, or future, of, as to, concerning or with respect to: (a) the value, nature, quality, or condition of the Property or any improvements thereon (including, without limitation, water, environmental, flora, fauna, soil, and geology); (b) the income to be derived from the Property; (c) the suitability of the Property and/or the improvements located thereon for any and all activities and uses which Buyer may conduct thereon regardless of whether disclosed to Seller; (d) the compliance of or by the Property and/or the improvements located thereon or their operation with any laws, rules, ordinances, or regulations of any applicable governmental authority or body; and (e) any other matter of any nature whatsoever with respect to the Property. Except as otherwise expressly set forth herein,

Buyer has not relied and will not rely upon any representation or warranty made by Seller, any parent, subsidiary, or affiliate thereof, or any of its officers, directors, employees, agents, or representatives in entering into this Agreement to purchase the Property. Except as otherwise expressly set forth herein, at Closing, Buyer shall accept the Property and be deemed automatically to release and waive all objections or claims against Seller (including, but not limited to, any right to, or claim or contribution) arising from or related to the Property, or to any hazardous materials in or on the Property. The disclaimer, "as-is" terms, release and indemnities are freely, knowingly and voluntarily given and supported by adequate consideration and the Purchase Price has been established by prior negotiation to reflect that all of the Property is sold by Seller and purchased by Buyer subject to the foregoing. The provisions of this Article IV shall survive Closing or termination of this Agreement.

ARTICLE V SELLER'S REPRESENTATIONS, WARRANTIES AND COVENANTS

Seller represents and warrants to Buyer as true and correct, both on the Effective Date and throughout the period of time until Closing, that:

Section 5.01. Violations, Litigation and Adverse Information. To Seller's Knowledge, without any duty of inquiry: there are no violations of any law, statute, ordinance, order, regulation, rule, restriction or requirement of any governmental entity pertaining to or affecting any portion of the Property and there are no litigation pending against the Property as of the Effective Date that would materially affect Buyer's Intended Use of the Property.

Section 5.02. Ownership and Parties in Possession. Seller owns the Property, subject to the Permitted Exceptions and, as of Closing, there shall be no parties in possession of any portion of the Property whether as lessees, tenants-at-sufferance, trespassers or otherwise, other than Seller.

Section 5.03. Prior Application or Commitments. To Seller's Knowledge, without any duty of inquiry, there are no applications or commitments to any governmental or quasi-governmental entity or utility which would affect the Property which have not been disclosed in writing to Buyer.

Section 5.04. Foreign Investment in Real Property Tax Act. Seller is not a "foreign person," as defined by Section 1445 of the Internal Revenue Code.

Section 5.05. Good Standing and Authority of Seller. Seller is a limited liability company, duly organized, validly existing and in good standing in the State of Florida, duly authorized to transact business in the State of Florida.

Section 5.06. Changes to Condition of the Property. Seller shall maintain the Property in substantially the same condition as exists as of the Effective Date, subject to events outside of its control.

Section 5.07. Environmental Condition. Neither Seller nor, to Seller's knowledge, without any duty of inquiry, any third party, has used, generated, manufactured, stored or disposed in, at, on, under or about the Property or transported to or from the Property any Hazardous

Substance in violation of law, except as may be disclosed in the Property Documents, including any Phase 1 Site Assessment Report (an "**Environmental Report**"). To Seller's knowledge, without any duty of inquiry except as disclosed in the Property Documents, (1) the Property is not in violation, nor has been or is currently under investigation for violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene, worker health and safety, or to the environmental conditions in, at, on, under or about the Property including, but not limited to, soil and groundwater conditions. For purposes of this Agreement, the term "**Hazardous Substance**" includes any substance, material waste, pollutant or contaminant regulated, listed or defined as hazardous or toxic under any Environmental Laws. The term "**Environmental Laws**" includes without limitation the Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act ("**CERCLA**") and other federal laws governing the environment, pollution or hazardous materials as in effect on the Effective Date together with their implementing regulations and guidelines as of the Effective Date, and all state, regional, county, municipal and other local laws, regulations and ordinances that are equivalent or similar to the federal laws recited above or that purport to regulate the environment, pollution or hazardous materials.

Section 5.08. Bankruptcy. Neither Seller nor any of its subsidiaries or parent companies is involved, whether voluntarily or otherwise, in any bankruptcy, reorganization or insolvency proceeding.

Section 5.09. Contracts. To Seller's Knowledge, without any duty of inquiry, there will be no management, employment, service, equipment, or maintenance contract affecting the Property which will burden the Property after Closing, other than as it may be disclosed to Buyer.

Wherever any of the following representations and warranties refers to "the Best of Seller's Knowledge," "Seller's Knowledge," "Seller's Actual Knowledge" or any similar phrase, it shall mean the actual knowledge possessed by Robert Ahrens without benefit of investigation and only as a representative of Seller, not personally. Seller's representations and warranties in this Agreement shall survive Closing for three (3) months and any claims applicable to a breach of such Seller's representations and warranties shall be limited to actual direct damages and shall not be actionable unless and until such actual damages incurred exceed \$25,000.00 and shall be capped as against Seller at \$250,000.00.

ARTICLE VI BUYER'S REPRESENTATIONS AND WARRANTIES

Buyer represents and warrants to Seller, as true and correct, both on the Effective Date and throughout the period of time until and through Closing, that Buyer is a corporation duly organized, validly existing and in good standing under the laws of Delaware, and duly authorized to transact business in the State of Florida, and, the person executing this Agreement on behalf of Buyer has the lawful right, power, authority and capacity to bind Buyer to the terms hereof and consummate the transactions contemplated by this Agreement, pursuant to the terms, provisions and conditions of this Agreement. Buyer's representations and warranties in this Agreement shall survive Closing for three (3) months and any claims applicable to a breach of such Buyer's representations and warranties shall be limited to actual direct damages and shall not be actionable unless and until

such actual damages incurred exceed \$25,000.00 and shall be capped as against Buyer at \$250,000.00.

**ARTICLE VII
RESERVED**

**ARTICLE VIII
APPROVALS**

Section 8.01. Approvals. Buyer shall obtain approvals applicable to Buyer's Intended Use (the "**Buyer Approvals**"), including applicable approval for Buyer's Intended Use from the Commission (the "**PSC Approval**"). The term "**Seller Approvals**" shall mean approvals, consents, licenses, agreements, authorizations, certificates and/or permits for Seller to develop the Community for Seller's Intended Use. Buyer obtaining and maintaining the effectiveness of the PSC Approval are conditions precedent to Buyer and Seller's obligations to close. The effectiveness of the Seller Approvals is not a condition precedent to Seller's obligation or Buyer's obligation to close; provided however that if this Agreement is terminated due to lack of Seller Approvals, the Deposit shall be promptly returned to Buyer.

Section 8.02 Cooperation. Seller shall reasonably cooperate, at no cost or expense to Seller, with Buyer's efforts to obtain the Buyer Approvals. Buyer shall reasonably cooperate, at no cost or expense to Buyer, with Seller's efforts to obtain the Seller Approvals.

ARTICLE VIII

DEVELOPMENT OBLIGATIONS

Section 9.01. Required Improvements.

(A) **Agreement to Provide Wastewater Service.** Prior to Closing, Seller and Buyer shall use all good faith efforts to attempt to agree upon the form of a development and water utility agreement (the "**WSA**").

(B) **Access Easement.** Buyer shall grant Seller a temporary access and construction easement in and upon the Property as is reasonably necessary for the installation and construction of the Seller improvements upon the Property, including those Seller improvements as set forth in Section 5.1 of the WSA, and the delivery of fill dirt to the Property as set forth below (the "**Access Easement**"). In addition to the foregoing, Seller, its agents, employees, and the contractors and subcontractors, shall have the right to enter upon the Property in order to install the Seller improvements, including the right to use reasonable portions of the Property for storage and staging of materials required for the Seller improvements, subject to the indemnification provisions set forth in the WSA. During Buyer's construction of the Buyer improvements, Seller shall coordinate any construction on the Property by Seller or its contractors with Buyer so as to not unreasonably delay, disrupt or unreasonably adversely affect construction of the Buyer improvements.

(C) **Fill Dirt.** Seller shall deliver, at its sole cost and expense, Fill Dirt to the Property after Closing for Buyer's use in the construction and development of Buyer's Intended Use on the Property. Buyer, at Buyer's sole cost and expense and at no cost or expense to Seller or their respective affiliates and related entities, shall be responsible for all design, engineering, permits (including any permit modifications), approvals, and other activities for or related to the use of Fill Dirt for use in the grading, construction and development of the Buyer's Intended Use on the Property. As set forth herein and in the WSA, the quantity of Fill Dirt delivered by Seller hereunder shall not exceed 48,000 cubic yards. This obligation shall survive Closing. For purposes of this provision, "**Fill Dirt**" means soils conforming to the "General Earthwork Recommendations" described on pages 6 and 7 of that certain Report of Geotechnical Evaluation, FES Project No.: 23-5992, dated January 5, 2024, prepared by Faulkner Engineering Services, Inc.

(D) **Use Restriction Agreement.** As a condition to Seller's obligation to close, Seller and Buyer shall execute and record in the Public Records at Closing a document restricts the Property to Buyer's Intended Use and prohibits it from being used for any other purpose (the "**Use Restriction Agreement**"). The Use Restriction Agreement shall be effective for a period of twenty-five (25) years after the Closing Date, shall run with title to the land as a restrictive covenant binding upon the Property and inuring for the benefit of the Seller Retained Land and further provide, among other things, that in the event of a breach of the use restrictions Seller's remedies at law would be inadequate and therefore, in such event, Seller shall be entitled to all remedies available at law or in equity. The form of such Use Restriction Agreement has been approved by the parties and is attached hereto as **Exhibit "B"** and shall be executed, delivered and recorded as part of Closing.

ARTICLE X CLOSING

Section 10.01. Closing. Subject to the terms and conditions of this Agreement and so long as all conditions to closing have been satisfied, the purchase and sale of the Property (the "**Closing**") shall occur on or before thirty (30) days after the PSC Approval, but in no event later than March 31, 2025 (the "**Closing Date**"). The Closing Date may be changed based on the mutual agreement of the parties hereto.

Section 10.02. Place of Closing. The Closing shall commence at 10:00 a.m. on the Closing Date at the offices of Escrow Agent, unless otherwise agreed to between the parties, or may be accomplished via wire transfer of funds and electronic mail of executed documents, to be followed by original documents.

Section 10.03. Expenses of Closing and Prorations.

(A) **Taxes.** At Closing, all ad valorem and non-ad valorem real property taxes for the year of Closing will be prorated as of the Closing Date, based upon the maximum discount for early payment. If the tax bill for the current year has not yet been issued, tax prorations will be based upon the prior year's bill using the millage rate then used in the County for residential use, subject to reproration at the request of either party when the current year's bill is issued.

(B) Documentary Stamp Tax/Recording Fees. Seller shall pay for state documentary stamps and surtaxes, if any, to be attached to the Deed, and any recording fees associated with the release of any Monetary Encumbrances and/or corrective title instruments. Buyer will pay for the cost of recording the Deed.

(C) Title Policy and Survey. Seller shall pay for any costs required to cure all title defects to be cured under Article III. Seller and Buyer shall equally split payment for the cost of the Commitment, the Title Policy and the searches required by the title insurance underwriter to delete the standard exceptions from the Title Policy. Buyer shall pay for the Survey.

(D) Governmental Liens. Prior to Closing, Seller shall satisfy and pay all outstanding certified governmental and municipal improvement liens and special assessments.

(E) Attorneys' Fees. Each party shall pay its own attorneys' fees and costs.

Section 10.04. Documents for Closing. At Closing, Seller shall execute and deliver each of the following documents in a form reasonably acceptable to Buyer:

(A) A special warranty deed (the "**Deed**"), conveying to Buyer fee simple title to the Property, subject only to exceptions to title as permitted by this Agreement;

(B) An affidavit attesting to the absence of any liens, parties in possession, or other claims, which is also sufficient to insure the gap;

(C) A FIRPTA affidavit;

(D) The WSA, if not previously fully effective and mutually executed;

(E) A Closing Statement in a form reasonably acceptable to Buyer and Seller;
and

(F) Any other documents reasonably required by this Agreement or required by Buyer in order for Seller to convey the Property to Buyer in accordance with the terms and conditions of this Agreement, including the Use Restriction Agreement.

Section 10.05. Seller Deliveries; Further Assurances. At Closing, the parties hereto shall perform such other acts, and shall execute, acknowledge and deliver subsequent to the Closing such other instruments, documents and other materials as the other party hereto or the Escrow Agent may reasonably request in order to effectuate the Closing and the transactions contemplated by this Agreement.

(A) Conditions Precedent. The obligation of Buyer to purchase the Property, and the obligation of Seller to sell the Property to Buyer, pursuant to this Agreement are contingent upon (i) the execution and delivery of the WSA by all parties thereto and no party shall be in default under the WSA (the "**WSA Condition Precedent**"), (ii) receipt and effectiveness of PSC Approval, (iii) the representations and warranties provided hereunder being true and correct and the applicable covenants hereunder having been performed at Closing and (iv) no material and

adverse physical damages have occurred with respect to the Property that prevent Buyer from completing its Intended Use.

Section 10.06. Failure to Satisfy Condition Precedent. If the WSA Condition Precedent is not satisfied as of the Closing Date, and subject to applicable notice and cure rights to the extent any such failure is a breach of this Agreement, Buyer and Seller shall have the right to (a) terminate this Agreement by written notice within ten (10) days after the Closing Date, whereupon the Deposit shall be promptly returned to Buyer and neither party shall have any further rights or obligations hereunder, except for those matters that expressly survive termination of this Agreement, or (b) waive the WSA Condition Precedent and proceed to Closing. Failure to timely terminate this Agreement within such 10-day period shall be deemed Buyer's election to proceed to Closing. Each party hereto not being in default of its obligations under this Agreement shall also be a condition precedent to the other party's obligations under this Agreement subject to applicable notice and cure rights.

ARTICLE XI REAL ESTATE BROKERS

The parties each represent to the other that there are no real estate brokers, salespeople, finders or consultants, who are or were involved in the negotiation and/or consummation of this transaction. Seller agrees to defend, indemnify and hold Buyer harmless from and against any and all costs and liabilities, including, without limitation, attorneys' fees through all levels of proceedings, for brokerage or professional service fees claimed by any broker employed or claiming to have been employed by Seller. Buyer agrees to defend, indemnify and hold Seller harmless from and against any and all costs and liabilities, including, without limitation, attorneys' fees through all levels of proceedings, for brokerage or professional service fees claimed by any broker employed or claiming to have been employed by Buyer. The indemnification provided hereunder shall be applicable to any party claiming that it is owed a fee or other form of compensation due to or arising out of this Agreement. The provisions of this paragraph shall survive Closing.

ARTICLE XII ESCROW

If there is any dispute as to whether Escrow Agent is obligated to deliver the Deposit or any other monies or documents which it holds, or as to whom same are to be delivered, Escrow Agent will not be obligated to make any delivery, but in such event, may hold same until receipt by Escrow Agent of an authorization, in writing, signed by Seller and Buyer directing the disposition of same, and in the event either party would be entitled to the Deposit, or other monies or documents held by Escrow Agent, the parties shall promptly execute such joint written authorization upon the request of any party hereto. In the absence of such authorization, Escrow Agent may hold the Deposit, or other monies or documents in its possession until the final determination of the rights of the parties in an appropriate proceeding. If such written authorization is not given or proceedings for such determination are not begun and diligently continued, Escrow Agent may, but is not required to, bring an appropriate action or proceeding for leave to deposit said funds or documents in court, pending such determination. Notwithstanding the foregoing, in the event that this Agreement is terminated pursuant to Section 4.03, Escrow Agent shall return

the Deposit to Buyer without the need for joint written instructions. Escrow Agent shall not be responsible for any acts or omissions of Escrow Agent, unless same are a result of the gross negligence, willful misconduct or fraud. Otherwise, provided Escrow Agent acts in accordance with this Agreement, Escrow Agent shall have no liability following the delivery of any funds or documents which Escrow Agent holds pursuant to this Agreement. If Escrow Agent elects to bring an appropriate action or proceeding in accordance with the terms of this Agreement, then Escrow Agent shall be entitled to recover all of its reasonable attorneys' fees and costs incurred in connection with the action from the party not entitled to receive the Deposit or other monies or documents as determined by a court of competent jurisdiction. The parties will hold Escrow Agent harmless from and indemnify it against any costs or liabilities, including reasonable attorneys' fees, resulting from any action brought against Escrow Agent, unless due to Escrow Agent's willful misconduct, gross negligence, or fraud.

Escrow Agent is also Seller's attorney in this transaction. Such representation shall not disqualify Escrow Agent from serving as Escrow Agent under this Agreement.

ARTICLE XIII NOTICE

Section 13.01. Notice and Addresses. All notices required or desired to be given under this Agreement shall be in writing and either (a) hand-delivered, (b) sent by certified mail, return receipt requested, (c) sent via FedEx or similar overnight service, or (d) sent via electronic mail. All notices shall be addressed to the party being noticed, and shall be deemed to have been given (i) when delivered, if by hand delivery, (ii) three (3) business days after deposit in a U.S. Post Office or official letter box, if sent by certified mail, (iii) when delivered in a FedEx or similar overnight service depository, or (iv) upon transmission if sent via electronic mail. All notices shall be delivered or sent prepaid for the specified service by the party giving notice, and shall be addressed as follows:

SELLER: Oak Stone, LLC
2502 North Rocky Point Drive, Suite 1050
Tampa, FL 33607
Telephone No.: (813) 288-8078
Attn: Rob Ahrens
E-Mail: rob@metrodg.com
And Attn: Brandon Williams, Esquire
E-Mail: brandon@metrodg.com

Copy To: Shutts & Bowen LLP
4301 W. Boy Scout Boulevard, Suite 300
Tampa, FL 33607
Telephone No.: (813) 227-8160
Attn: Lee Nelson
E-Mail: lnelson@shutts.com

BUYER: Ni Florida, Inc.
1710 Woodcreek Farms Road
Elgin, SC 29045
Attn: Craig Sorensen
E-mail: csorensen@swwc.com

Copy To: TEXAS WATER UTILITIES, L.P.
2150 Town Square Place, Suite 400
Sugar Land, Texas 77479
Attn: General Counsel
E-mail: legal@swwc.com

ESCROW AGENT: Shutts & Bowen LLP
4301 W. Boy Scout Boulevard, Suite 300
Tampa, FL 33607
Telephone No.: (813) 227-8160
Attn: Lee Nelson
E-Mail: lnelson@shutts.com

or to any other address hereafter designated by any of the parties, from time to time, in writing and otherwise in the manner set forth herein for giving notice.

Section 13.02. Attorneys. The respective attorneys for Seller and Buyer are hereby authorized to receive and to give any notice pursuant to this Agreement on behalf of their respective clients.

ARTICLE XIV MORATORIUM

Section 14.01. Reserved.

Section 14.02. Moratoria. If, at the time of Closing, there is a moratorium on building, platting, water and sewer, or other moratoria prohibiting or delaying Buyer's ownership, development or operation of the Property, Buyer shall have the right to extend the Closing for a period not to exceed thirty (30) days, at which time if a moratorium still exists for any of the foregoing items, Buyer shall have the option to either (a) terminate this Agreement, whereupon the Deposit shall be promptly returned to Buyer and neither party shall have any further rights or obligations hereunder, except for those matters that expressly survive termination of this Agreement or (b) waive such condition and proceed with Closing in accordance herewith. In the event Buyer chooses to proceed with Closing, the Closing shall occur within ten (10) days of Seller's receipt of Buyer's notice as provided hereinabove.

ARTICLE XV DEFAULTS

Section 15.01. Buyer's Default. In the event of any breach by Buyer of any covenant obligation, representation or warranty under this Agreement prior to Closing (a "**Buyer's Default**"), including, but not limited to, the failure of Buyer to close this transaction, the parties acknowledge it would be impossible to ascertain the amount of damages suffered by Seller, and therefore the parties agree that in the event there is a Buyer's Default, the Deposit shall be paid to and accepted by Seller as full and liquidated damages and as Seller's sole and exclusive remedy for such default and each of the parties shall thereafter be released of any further liability or responsibility hereunder, except for the obligations that expressly survive termination of or Closing under this Agreement. This Section does not limit Buyer's indemnity, defense and hold harmless obligations. The provisions of this Section 15.01 shall specifically survive Closing for a period of one (1) year.

Section 15.02. Seller's Default. In the event of any breach by Seller of any covenant obligation, representation or warranty under this Agreement prior to Closing ("**Seller's Default**"), Buyer shall be entitled (a) to terminate this Agreement by further written notice to Seller and receive a prompt refund of the Deposit; or (b) to seek specific performance of this Agreement. In the event there is a Seller's Default and Buyer elects to terminate this Agreement pursuant to item (a) in the foregoing sentence, each of the parties shall be released of any further liability or responsibility hereunder, except for the obligations that expressly survive termination of or Closing under this Agreement. In the event of any breach by Seller of any covenant obligation, representation or warranty under this Agreement that survives Closing, Buyer may seek actual, but not consequential or punitive damages from Seller provided, however, that in no event shall such reimbursement be in an amount exceeding the Purchase Price. The provisions of this Section 15.02 shall specifically survive Closing for a period of one (1) year.

Section 15.03. Notice and Cure Period. Buyer shall take no action with respect to a Seller's Default, and Seller shall take no action with respect to a Buyer's Default, until the non-defaulting party has given written notice to the defaulting party and the defaulting party has failed to cure the default for a period of ten (10) days after receipt of such notice.

ARTICLE XVI MISCELLANEOUS PROVISIONS

Section 16.01. Choice of Law and Venue. This Agreement shall be construed and interpreted under the laws of the State of Florida, without giving effect to principles of conflict of laws, except where specifically pre-empted by Federal law. Proper venue with respect to any state or federal litigation in connection with this Agreement shall be exclusively in the County.

Section 16.02. Amendments. No amendment to this Agreement shall bind any of the parties unless and until such amendment is in writing and executed by Buyer and Seller.

Section 16.03. Entire Agreement. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between the parties and no prior written documents, and

no prior or contemporary oral statements, representations, promises, or understandings not embodied in this Agreement shall be of any force and/or effect.

Section 16.04. Survival. After the Closing Date or the earlier termination of this Agreement in accordance with its terms, neither party shall have any further rights or obligations hereunder, except for those matters that expressly survive Closing.

Section 16.05. Assignment. This Agreement may not be assigned by Buyer or Seller without the prior consent of the other party, which may not be unreasonably withheld; provided however that Buyer may assign this Agreement to an affiliate controlled by or under common control with Buyer without Seller's consent so long as such affiliated assignee is the "Utility" party under the WSA and permittee under the PSC Approval.

Section 16.06. Interpretation. Captions and section headings contained in this Agreement are for convenience and reference only; in no way do they define, describe, extend or limit the scope or intent of this Agreement or any provision hereof. The terms and provisions of this Agreement have been fully negotiated between the parties and each party has been afforded the opportunity to engage, if such party desires, legal counsel to assist in the preparation, negotiation, and drafting of this Agreement. Accordingly, the terms and provisions of this Agreement shall not be interpreted for or against either Seller or Buyer as the drafting party. The terms "herein," "hereby," "hereof," "hereto," "hereunder" and any similar terms refer to this Agreement in its entirety and not solely to the particular section or paragraph in which the term is used.

Section 16.07. Number and Gender. All terms and words used in this Agreement, regardless of the number and gender in which used, shall be deemed to include any other gender or number as the context or the use thereof may require.

Section 16.08. Possession. Possession of the Property shall be delivered to Buyer at Closing.

Section 16.09. Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing signed by the party against whom it is asserted, and any waiver of any provision of this Agreement shall be applicable only to the specific instance to which it is related and shall not be deemed to be a continuing or future waiver as to such provision or a waiver as to any other provision.

Section 16.10. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.

Section 16.11. Time Periods. Time shall be of the essence with respect to this Agreement. The calculation of the number of days that has passed during any time period prescribed in the Agreement shall be based on calendar days, unless otherwise expressly set forth herein, and shall commence on the day immediately following the action or event giving rise to the commencement of the period and shall expire on the last day of the time period. Furthermore, any time period provided for herein which shall end on a Saturday, Sunday or legal holiday in the State of Florida, shall extend to the next full business day. The term "business day" as used herein

shall not include Saturday, Sunday and legal holidays in the State of Florida. All times shall mean either Eastern Standard Time or Eastern Daylight Time as then currently applicable.

Section 16.12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement. To facilitate execution and delivery of this Agreement, the parties may execute and exchange executed counterparts by e-mail in a PDF file to the other party or to the other party's counsel. Signatures in a PDF file shall have the same legal effect as original signatures.

Section 16.13. Radon Gas. In compliance with §404.056, Florida Statutes, Buyer is hereby made aware of the following: RADON GAS 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.

Section 16.14. Litigation. In the event of any litigation arising from or related to this Agreement, the prevailing party shall be entitled to reimbursement of reasonable attorneys' fees and costs incurred at all proceedings, including, without limitation, before trial, at trial and all appellate levels, from the non-prevailing party. This Section shall survive the Closing or earlier termination of this Agreement.

Section 16.15. WAIVER OF TRIAL BY JURY. BUYER AND SELLER HEREBY EXPRESSLY COVENANT AND AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATING TO, DIRECTLY OR INDIRECTLY, OR CONCERNING THIS AGREEMENT OR THE CONDUCT, OMISSION, ACTION, OBLIGATION, DUTY, RIGHT, BENEFIT, PRIVILEGE OR LIABILITY OF A PARTY HEREUNDER TO THE FULL EXTENT PERMITTED BY LAW. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN AND IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY BUYER AND SELLER. BUYER AND SELLER HAVE HAD AN OPPORTUNITY TO SEEK LEGAL COUNSEL CONCERNING THIS WAIVER. THIS WAIVER IS INTENDED TO AND DOES ENCOMPASS EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A JURY TRIAL WOULD OTHERWISE ACCRUE. BUYER AND SELLER FURTHER CERTIFY AND REPRESENT TO EACH OTHER THAT NO PARTY, REPRESENTATIVE OR AGENT OF BUYER OR SELLER (INCLUDING, BUT NOT LIMITED TO, THEIR RESPECTIVE COUNSEL) HAS REPRESENTED, EXPRESSLY OR OTHERWISE TO BUYER OR SELLER OR TO ANY AGENT OR REPRESENTATIVE OF BUYER OR SELLER (INCLUDING, BUT NOT LIMITED TO, THEIR RESPECTIVE COUNSEL) THAT THEY WILL NOT SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL. THIS WAIVER SHALL APPLY TO THIS AGREEMENT AND ANY FUTURE AMENDMENTS, SUPPLEMENTS OR MODIFICATIONS OF THIS AGREEMENT.

Section 16.16. PROPERTY TAX DISCLOSURE. BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE, A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

THE OAK STONE EAST COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

SELLER:

OAK STONE, LLC,
a Florida limited liability company

By: 
John M. Ryan, Manager

BUYER:

NI FLORIDA, INC.,
a Delaware corporation


By: 
Name: Sean Twomey
Title: President

Exhibit A

Description of the Land: Oak Stone Utility Parcel

- I. Boundary Survey**
- II. Legal Description**

Exhibit A

DESCRIPTION:

A tract of land located in Section 29 and 30, Township 39 South, Range 23 East, DeSoto County, Florida, being more particularly described as follows:

BEGINNING at the Southwest corner of said Section 30, run thence N. 00°04'04" E., along the West line of said Section 30, 2188.72 feet to a point on the Northwesterly right of way of former Seaboard Coastline Railroad; thence N. 51°14'02" E., along said Northwesterly right of way, 4986.09 feet to the North line of said Section 30; thence N. 89°58'19" E., along said North line, 1421.03 feet to the Northeast corner of said Section 30; thence S.89°36'38" E., along the North line aforesaid Section 29 4605.86 feet; thence leaving said North line, run S.00°23'20" W., 34.71 feet; thence 100.85 feet in a southerly direction along a non-tangent curve turning to the left, having a central angle of 30°24'43", with a radius of 190.00 feet, having a chord bearing of S.06°48'06" W. and a chord distance of 99.67 feet; thence 83.35 feet in a southerly direction along a reverse tangent curve turning to the right, having a central angle of 35°22'29", with a radius of 135.00 feet, having a chord bearing of S.09°16'59" W. and a chord distance of 82.03 feet; thence S.26°58'15" W., 61.41 feet; thence 82.82 feet in a southwesterly direction along a tangent curve turning to the right, having a central angle of 73°00'14", with a radius of 65.00 feet, having a chord bearing of S.63°28'22" W. and a chord distance of 77.33 feet; thence N. 79°34'21" W., 46.99 feet; thence S.10°01'10" W., 120.33 feet; thence S.16°33'09" W., 80.52 feet; thence 285.38 feet in a southeasterly direction along a non-tangent curve turning to the left, having a central angle of 86°03'29", with a radius of 190.00 feet, having a chord bearing of S.41°37'10" E. and a chord distance of 259.30 feet; thence S.63°01'45" E., 65.00 feet to the Westerly right of way of State Road S-741 (Kings Highway) (County Road 760); thence along said Westerly right of way the following four (4) courses: 1) S.26°58'15" W., 176.42 feet; 2) S.29°13'31" W., 74.10 feet; 3) S.63°47'30" E., 17.90 feet; 4) S.26°12'30" W., 1236.72 feet to the North right of way of 33rd Avenue, per Plat Book 4, Page 10 of the Public Records of DeSoto County; thence S.89°36'40" W., along said North right of way 681.34 feet to the West right of way of Rainey Street, per aforesaid Plat Book 4, Page 10; thence S.00°06'22" W., along said West right of way 320.01 feet to the South right of way of 32nd Avenue, said Plat Book 4, Page 10; thence N. 89°36'40" E., along said North right of way 523.88 feet to aforesaid Westerly right of way of State Road S-741; thence S.26°12'30" W., along said Westerly right of way 305.52 feet; thence leaving said Westerly right of way, run N. 89°53'26" W., 799.38 feet; thence S.00°01'12" E., 520.04 feet; thence N. 89°53'04" W., 2883.60 feet to a point on the West line aforesaid Section 29; thence N. 89°14'49" W., 3311.55 feet; thence S.00°02'53" W., 2192.59 feet to the South line aforesaid Section 30; thence N. 89°07'20" W., 1999.84 feet to the POINT OF BEGINNING.

Exhibit B

Description of the Land:
Oak Stone Utility Parcel

- I. Boundary Survey
- II. Legal Description

DESCRIPTION: PART of STONEYBROOK OAKS, according to the plat thereof, as recorded in Plat Book 9, Page 92, of the Public Records of DeSoto County, Florida, lying in Section 29, Township 39 South, Range 23 East, DeSoto County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of said Section 29, run thence along the North boundary thereof and along the Northerly boundary of said STONEYBROOK OAKS, S.89°36'38"E., 221.02 feet; thence departing said North boundary of Section 29 and said Northerly boundary of said STONEYBROOK OAKS, S.00°23'22"W., 10.00 feet to the **POINT OF BEGINNING**; thence S.89°36'38"E., 1076.60 feet; thence S.19°35'39"E., 252.46 feet to a point on a curve; thence Westerly, 43.07 feet along the arc of a curve to the left having a radius of 625.00 feet and a central angle of 03°56'54" (chord bearing S.76°48'03"W., 43.06 feet); thence S.74°49'36"W., 318.11 feet to a point of curvature; thence Southwesterly, 234.13 feet along the arc of a curve to the left having a radius of 525.00 feet and a central angle of 25°33'07" (chord bearing S.62°03'02"W., 232.20 feet); thence N.89°36'38"W., 603.29 feet to a point on a curve; thence Northwesterly, 63.66 feet along the arc of a curve to the right having a radius of 100.00 feet and a central angle of 36°28'37" (chord bearing N.57°18'08"W., 62.59 feet) to a point of compound curvature; thence Northerly, 171.23 feet along the arc of a curve to the right having a radius of 250.00 feet and a central angle of 39°14'33" (chord bearing N.19°26'33"W., 167.90 feet); thence N.00°10'43"E., 81.54 feet; thence N.02°21'03"E., 54.81 feet; thence N.41°43'55"E., 153.47 feet to the **POINT OF BEGINNING**.

Containing 10.80 acres, more or less.

EXHIBIT "B"
Use Restriction Agreement

TPADOCS 25125618 18

After recording return to:

Lee E. Nelson, Esq.
Shutts & Bowen LLP
4301 W. Boy Scout Blvd., Suite 300
Tampa, Florida 33607

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS (“**Declaration**”) is made effective as of the 14 day of June, 2024 (the “**Effective Date**”), by OAK STONE, LLC, a Florida limited partnership (“**Oak Stone**”), whose address is 2502 N. Rocky Point Drive, Suite 1050, Tampa, Florida 33607, and NI FLORIDA, INC., a Delaware corporation (“**Utility**”), whose address is 1710 Woodemak Farms Rd, Elgin SC with reference to the following facts:

A. Oak Stone is developing a portion of a project commonly known as of the date hereof as “Oak Stone” (the “**Community**”), located in DeSoto County, Florida (the “**County**”), as more described on Exhibit “A” attached hereto and made a part hereof.

B. Oak Stone is the owner of certain real property located within the Community as more particularly described on Exhibit “B” attached hereto and made a part hereof (the “**Property**”).

C. Utility is a regulated, privately owned water and wastewater utility that provides wastewater services in and around the State of Florida and, contemporaneously herewith, Oak Stone is conveying the Property to Utility for the Utility’s development and operation of the Plant (as below defined).

D. Oak Stone and Utility desire to execute, deliver and record this Declaration to provide public record notice of certain of the restrictions and agreements affecting the Property, which constitute covenants running with the land and bind successors-in-interest as to the Property.

NOW, THEREFORE, for and in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Recitals: Exhibit: Definitions. The foregoing recitals are true and correct and, together with the exhibit attached hereto, are hereby incorporated into this Declaration by this reference.

2. Use Restriction. The Property is hereby made subject to the following restrictive covenants: (A) the Property shall be developed as and used only for a wastewater treatment plant (the "Plant") with sufficient capacity to provide wastewater services for 2,000 LUEs (i.e. "living unit equivalent") of wastewater capacity at full build out for the Community; (B) no portion of the Plant or the Property shall provide wastewater service to any real property, residential or commercial, which is not located within the Community, unless Utility shall have obtained the written consent of Oak Stone to such use and the parties record an amendment to confirm the terms of such consent, which terms of consent may include, without limitation, assurances by the Utility that such service to property outside the Community cannot not diminish the Utility's service to the Community or increase the cost to the Community; and (C) the construction of the Plant is intended to be implemented by Utility in phases in accordance with applicable law and with sufficient capacity to meet the level of actual and planned demand for wastewater services of the Community, up to the LUEs described above.

3. Enforcement Attorneys' Fees: Governing Law. The parties shall have all rights and remedies available at law or in equity, in the enforcement of this Declaration, including, without limitation, actual direct damages, the right of specific performance considering the unique nature of the Property and the right of injunctive relief for the immediate and irreparable harm that would be caused by any act or omission arising as a result of a failure to comply with the terms of this Declaration, but excluding consequential, punitive, incidental, consequential, exemplary or other special damages. Oak Stone shall have the right for injunctive relief without requirement to post a bond. Failure to enforce any covenant or restriction herein contained will in no event be deemed a waiver of the right to do so thereafter. A waiver of any default is not a waiver as to subsequent defaults. Each remedy is cumulative with all other remedies provided under this Declaration and otherwise available at law or in equity, and the exercise of one remedy does not impair or limit the right to exercise any other remedy, subject to the limitations herein. In the event of any dispute arising under this Declaration, the prevailing party in such action shall be entitled, in addition to all other relief granted or awarded by the court, to a judgment for its reasonable attorneys' and paralegals' fees and costs incurred by reason of such action and all costs of mediation, arbitration, suit at both the trial and appellate levels, and any bankruptcy action. This Declaration shall be governed in accordance with Florida law. Venue for any dispute arising under this Declaration shall lie exclusively in the courts located in DeSoto County, Florida. The terms of this section survive any release or termination of this Declaration. In case any one (1) or more of the provisions contained in this Declaration is found to be invalid, illegal, or unenforceable as a matter of law, such invalidity, illegality, or unenforceability as a matter of law shall not affect any other provision hereof and shall be narrowly tailored to the greatest extent possible to ensure that such unenforceable provision does not result in a frustration of the purpose of this Declaration or the failure of consideration.

4. No Third-Party Beneficiaries: Term. This Declaration is for the benefit of Oak Stone only, and may not be relied upon, or enforced by any party other than Oak Stone or a person or entity to which Oak Stone assigns in writing its rights hereunder or designates in writing as a successor to Oak Stone's rights hereunder pursuant to an instrument recorded in the Public Records of DeSoto County, FL, including an assignment to a homeowner association or a community development district. Any such assignment or designation shall release Oak Stone from this Declaration. Without limiting the foregoing, in no event shall an owner of a platted lot that has

been improved with a residence have any rights hereunder unless Oak Stone assigns in writing its rights hereunder or designates in writing as a successor to Oak Stone's rights hereunder pursuant to an instrument recorded in the Public Records of DeSoto County, FL. The term of this Declaration shall be for a period of fifteen (15) years from the Effective Date.

5. Notices. Notices required by this Declaration shall be effective if delivered by hand, overnight courier service, email, or U.S. Mail, postage prepaid. Notices shall be deemed received within three (3) days of deposit in the mail if sent by U.S. Mail, upon receipt by the sender of an electronic confirmation if sent by email, upon delivery if hand delivered, and one (1) business day after deposit with any overnight courier service if sent in such manner. Delivery by email shall require deposit with any overnight courier service (1) business day after such email. This Declaration may be executed in counterparts, and when executed and delivered by all Parties shall become one (1) integrated agreement enforceable on its terms.

6. Jury Trial Waiver. UTILITY AND OAK STONE WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF THIS DECLARATION. THIS WAIVER IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY EACH PARTY AND EACH PARTY HEREBY REPRESENTS AND WARRANTS THAT NO PERSONS OR ENTITIES ACTING ON BEHALF OF THE OTHER PARTY HAS MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. EACH PARTY ACKNOWLEDGES TO THE OTHER THAT IT HAS READ AND UNDERSTANDS THE MEANING AND EFFECT OF THIS WAIVER PROVISION. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS DECLARATION.

WITNESSES:

OAK STONE:

OAK STONE LLC, a Florida limited liability company

By: John Ryan, Manager

By: [Signature]
John M. Ryan, Manager

[Signature]
Signature of Witness 1

Timothy Kios
Printed Name of Witness 1

1000 N Rocky Point Dr. Ste 1000 Tampa FL 33607
Address of Witness 1

[Signature]
Signature of Witness 2

Timothy Craterfield
Printed Name of Witness 2

1000 N Rocky Point Dr. Ste 1000 Tampa, FL 33607
Address of Witness 2

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 11th day of June, 2024, by John M. Ryan, as Manager of Oak Stone, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification.

[Notary Seal]



[Signature]
Notary Public
Lon Price
Name typed, printed or stamped
My Commission Expires: 12/11/2024

WITNESSES:

UTILITY:

[Handwritten Signature]

Signature of Witness 1

Adam Gall

Printed Name of Witness 1

200 Weathersfield Ave.

Address of Witness 1

[Handwritten Signature]

Signature of Witness 2

Bryan K. Gongre

Printed Name of Witness 2

200 Weathersfield Ave.

Address of Witness 2

NI FLORIDA, INC.,
a Delaware corporation

By: *[Handwritten Signature]*
Print Name: Sean Twomey

Title: President

STATE OF Florida

COUNTY OF Beminda

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 14 day of JUNE, 2024, by Sean Twomey as President of NI FLORIDA, INC., a Delaware corporation, on behalf of said corporation, who is personally known to me or has produced _____ as identification.

[Notary Seal]

[Handwritten Signature]
Notary Public

Jacqueline Sillitoe
Name typed, printed or stamped
My Commission Expires: 10-2-26

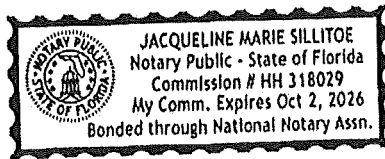
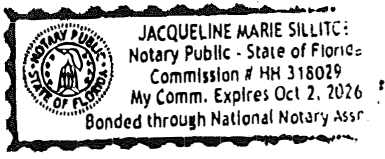


Exhibit F

1" = 1000'
Project Limits



Key Engineering Associates, Inc.

July 25, 2024

Florida Department of Environmental Protection
FDEP – South District

Re: FDEP Permit Application
Oak Stone WWTP & Perc Ponds

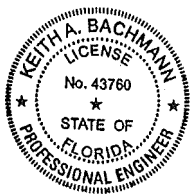
To Permitting Official:

The following documents are herewith submitted as needed for a complete FDEP Permit Application for the Oak Stone WWTP & Perc Ponds project, as follows:

1. FDEP Permit Application – Part 1
2. FDEP Permit Application – Part 2
3. Process Flow Diagram
4. Plans – Oak Stone Phases 1 & 2
5. Preliminary Engineering Report
6. Capacity Analysis Report
7. Ground Water Monitoring Plan – with exhibits in the Appendix
8. Mounding Analysis
9. Reuse Feasibility Study
10. Geotechnical Engineering Report

The Florida Public Service Commission (PSC) documents are being filed concurrently with the submittal of this FDEP Permit Application. Please contact me if you have any questions.

Sincerely,
KEY Engineering Associates, Inc.



Digitally signed by Keith A
Bachmann
DN: c=US, o=Florida,
dnQualifier=A01410D0000
017FESD76164000CCBAC,
cn=Keith A Bachmann
Date: 2024.07.25 08:39:48
-04'00'

Keith A. Bachmann, P.E. #43760
Principal

Keith A. Bachmann, State of Florida
Professional Engineering License No. 43760

This item has been digitally signed and sealed by Keith A. Bachmann, P.E. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on electronic copies.

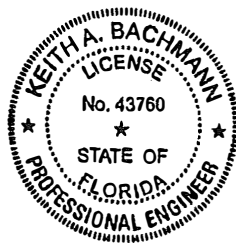
4562 Rutledge Drive
Palm Harbor, FL 34685

keyengg@aol.com

Phone: (727) 781-1111

OAK STONE
PROJECTED CAPACITY, PHASING, SCHEDULE, & COSTS

FOR THE OAK STONE WWTP & PERC PONDS
IN SW DESOTO COUNTY



Digitally signed by Keith A
Bachmann
DN: c=US, o=Florida,
dnQualifier=A01410D000
0017FE5D76164000CCBA
C, cn=Keith A Bachmann
Date: 2024.07.01 16:49:18
-04'00'

KEITH A. BACHMANN, P.E. #43760

KEY ENGINEERING ASSOCIATES, INC.

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY KEITH A. BACHMANN, P.E. ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES

OAK STONE PROJECTED CAPACITY, PHASING, SCHEDULE, & COSTS

INTRODUCTION

The proposed new Oak Stone WWTP & Perc Ponds project is needed to provide wastewater treatment and reuse for the Oak Stone residential development in southwest DeSoto County.

This report focuses on the projected Capacity, Phasing, Schedule, and Costs for the Oak Stone WWTP & Perc Ponds project.

PROPOSED CAPACITY & PHASING

The Oak Stone developers plan to have a total of 4,600 residents and a total of 2,000 residential units at buildout. Assuming an average daily wastewater flow of 100 gallons per capita, the total capacity of the Oak Stone WWTP & perc ponds will be 460,000 gallons per day (gpd), which equals 0.46 million gallons per day (MGD)

Phase 1 of the Oak Stone WWTP & Perc Ponds project has a 60,000 gpd (0.06 MGD) capacity. Phase 2 has a 200,000 gpd (0.20 MGD) capacity. Phase 3 will also have a 200,000 gpd (0.20 MGD) capacity. The total capacity of Oak Stone's three phases is 460,000 gpd (0.46 MGD).

The design population for Phase 1 is the first 600 Oak Stone residents. The design population for Phase 2 is the next 2,000 residents of the Oak Stone development. The design population for Phase 3 is the last 2,000 residents.

OAK STONE PROJECTED CAPACITY, PHASING, SCHEDULE, & COSTS

PROPOSED SCHEDULE

The proposed schedule for the various phases of the Oak Stone WWTP & Perc Pond project is as follows:

<u>Critical Tasks</u>	<u>Duration</u>	<u>Start Date</u>	<u>End Date</u>
Complete WWTP & Perc Pond Plans	2 mo	4/25/2024	6/15/2024
Complete FDEP Permit Application & associated Exhibits	2 wks	6/15/2024	6/30/2024
FDEP Review & Approval	2-1/2 mo **	7/1/2024	9/15/2024
Construction Bidding or Negotiating	1 mo	9/15/2024	10/15/2024
Phase 1 - Construction Phase	12-15 mo **	10/15/2024	1/15/2026
Phase 1 - FDEP Approval to Place into Service	2 wks **	Worst Case	2/1/2026
Phase 2 - Construction Phase	12-15 mo **	10/15/2025	1/15/2027
Phase 2 - FDEP Approval to Place into Service	2 wks **	Worst Case	2/1/2027
Phase 3 - Start engineering design work (as needed) ***		Approx.	Year 2028

** Schedule depends on other entities

*** Start designing WWTP Phase 3 when Oak Stone's average daily
wastewater flow hits 130,000 gpd (50% of the 260,000 capacity).

OAK STONE PROJECTED CAPACITY, PHASING, SCHEDULE, & COSTS

EXPECTED CAPITAL COSTS

The expected capital costs for the Oak Stone WWTP is as follows:

Acquire Land - Year 2024: \$1M for the Oak Stone Utility Parcel

Phase 1 - Years 2024 & 2025:

\$800k WWTP + \$350k pond grading & sodding side banks, fencing, access road = \$1.15M Construction (\$350k in Year 2024 & \$800k in Year 2025)

Phase 2 - Year 2026:

\$2.26M WWTP

Phases 1 & 2 - Years 2024 - 2026:

13.2% x \$3.41M Engineering & other professional services = \$450k (\$150k per year)

Phase 3 - Year 2029:

\$2.26M WWTP + \$340k add'l pond grading & sodding side banks, add'l fencing = \$2.6M Construction

Phase 3 - Years 2028 - 2029:

13% x \$2.6M Engineering & other professional services = \$340k (\$170k per year)

Totals:

Year 2024: \$1M+ \$350k + \$150k = \$1.5M

Year 2025: \$800k + \$150K = \$950k

Year 2026: \$2.26M + \$150k = \$2.41M

Year 2028: \$170k

Year 2029: \$2.26M + \$340k + \$170k = \$2.77M

Grand Total Estimated Costs = \$7.80M

OAK STONE
CAPACITY ANALYSIS REPORT

FOR THE OAK STONE WWTP & PERC PONDS
IN SW DESOTO COUNTY

KEITH A. BACHMANN, P.E. #43760

KEY ENGINEERING ASSOCIATES, INC.

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY KEITH A. BACHMANN, P.E. ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES

OAK STONE CAPACITY ANALYSIS REPORT

INTRODUCTION

The proposed new Oak Stone WWTP & Perc Ponds project is needed to provide wastewater treatment and reuse for the Oak Stone residential development in southwest DeSoto County.

This current Facility Permit application is intended to handle the first two phases of the Oak Stone WWTP & perc ponds project. Phase 1 includes a 60,000 gpd WWTP, along with 2 perc ponds designed for 260,000 gpd. Phase 2 includes a separate 200,000 gpd WWTP. The design population for Phase 1 is the first 600 Oak Stone residents. The design population for Phase 2 is the next 2,000 residents of the Oak Stone development.

The 60,000 gpd and 200,000 gpd WWTP's have been designed as a new Type II Extended Aeration domestic wastewater treatment plants (WWTP's). Both WWTP's consist of the following wastewater treatment units: flow equalization tank (with bar screen and flow splitter box), aeration tanks, final settling tanks, chlorine contact tanks, and a biosolids holding tank.

PROPOSED WWTP CAPACITY

The proposed capacity of Phases 1 and 2 of the Oak Stone WWTP & Perc Ponds project is 0.26 MGD AADF. The equalized peak hour/annual average factor is 2.5. Therefore, the equalized peak hour flow for Phases 1 and 2 is 0.65 MGD.

A unit by unit analysis for Phase 1 alone, Phase 2 alone, and Phases 1 & 2 together is attached, which shows the critical design areas and volumes for the various wastewater treatment units. All components are within recognized design standards.

EFFLUENT DISPOSAL

Chlorinated effluent will be discharged to two percolation/evaporation ponds with a total bottom area of 69,520 sf. With proper pond maintenance, there should be no reduction in percolation capacity of the ponds.

OAK STONE CAPACITY ANALYSIS REPORT

MONTHLY FLOWS

The flows will be metered at the weir box, downstream from the chlorine contact tanks. Daily flows are recorded by an automatic flow meter/recorder. The flow meter will be calibrated annually. The average daily flows will be recorded on Oak Stone's discharge monitoring reports (DMR's).

This flow data will be used to determine when to begin design, permitting, and construction of Phase 3 of the Oak Stone WWTP & Perc Pond project. Design of Phase 3 shall be initiated when Oak Stone's flows reach 50% of the permitted capacity of Phases 1 and 2. The Phase 3 permit application shall be submitted when Oak Stone's flows climb to 60% of Oak Stone's permitted capacity. Construction of the Phase 3 expansion of the Oak Stone WWTP & perc ponds shall be started when Oak Stone's flows reach 70% of Oak Stone of the permitted capacity of Phases 1 and 2.

FLOW PROJECTIONS

This Oak Stone development is expected to sell and construct homes at a consistent pace over a 10 year period. At build-out, Oak Stone is expected to have a total of 4,600 residents. Consequently, about 46,000 gpd of wastewater capacity is needed each year.

Therefore, Phase 2 of the Oak Stone WWTP & perc pond project will need to have construction completed and go on-line about 1 year after the Phase 1 project goes on-line. Design of the Oak Stone WWTP & perc pond's Phase 3 expansion project will likely need to be started about 2 years after the Phase 2 project goes on-line.

OAK STONE CAPACITY ANALYSIS REPORT

CAPACITY ANALYSIS REPORT

CERTIFICATIONS

PERMITTEE

I certify that the **NI FLORIDA, INC.** is fully aware and intends to comply with the recommendations and schedules presented in this report.

Signature of Permittee

Date

Seán Twomey, President

Name & Title

200 Weathersfield Ave

Altamonte Springs, FL 32714

Address

407-312-1815

Phone

OAK STONE CAPACITY ANALYSIS REPORT

CAPACITY ANALYSIS REPORT

CERTIFICATIONS

ENGINEER

I certify that the information contained in this report is true and correct to the best of my knowledge, the report was prepared in accordance with sound engineering principles, and the recommendations and schedules were discussed with the permittee or the permittee's delegated representative.

Keith A. Bachmann, P.E. #43760

Name **FL Reg. No.**

Key Engineering Associates, Inc.

Company Name

4562 Rutledge Drive

Address

Palm Harbor, Florida 34685

City, State, Zip Code

727-781-1111

Phone

Digital Signature & Seal

Exhibit D

Estimated Design, Permitting, & Construction Schedule Oak Stone WWTP & Perc Ponds

<u>Critical Tasks</u>	<u>Duration</u>	<u>Start Date</u>	<u>End Date</u>
Complete WWTP & Perc Pond Plans	2 mo	4/25/2024	6/15/2024
Complete FDEP Permit Application & associated Exhibits	2 wks	6/15/2024	6/30/2024
FDEP Review & Approval	2-1/2 mo **	7/1/2024	9/15/2024
Construction Bidding or Negotiating	1 mo	9/15/2024	10/15/2024
Construction Phase	12-15 mo **	10/15/2024	10/15/2025
FDEP Approval to Place into Service	2 wks **	Best Case	11/1/2025
Construction Completion		Worst Case	1/15/2026
FDEP Approval to Place into Service	2 wks **	Worst Case	2/1/2026

** Schedule depends on other entities



WASTEWATER FACILITY OR ACTIVITY PERMIT APPLICATION FORM 1 GENERAL INFORMATION

Oak Stone WWTP & Perc Ponds

I IDENTIFICATION NUMBER:

Facility ID _____

II CHARACTERISTICS:

INSTRUCTIONS: Complete the questions below to determine whether you need to submit any permit application forms to the Department of Environmental Protection. If you answer "yes" to any questions, you must submit this form and the supplemental form listed in the parenthesis following the question. Mark "X" in the blank in the third column if the supplemental form is attached. If you answer "no" to each question, you need not submit any of these forms. You may answer "no" if your activity is excluded from permit requirements. See Section B of the instructions. See also, Section C of the instructions for definitions of the terms used here.

SPECIFIC QUESTIONS	YES	NO	FORM ATTACHED
A. Is this facility a domestic wastewater facility which results in a discharge to surface or ground waters?	X		X
B. Does or will this facility (either existing or proposed) include a concentrated animal feeding operation or aquatic animal production facility which results in a discharge to waters?		X	
C. Does or will this facility (other than those describe in A. or B.) discharge process wastewater, or non-process wastewater regulated by effluent guidelines or new source performance standards, to surface waters?		X	
D. Does or will this facility (other than those described in A. or B.) discharge process wastewater to ground waters?		X	
E. Does or will this facility discharge non-process wastewater, not regulated by effluent guidelines or new source performance standards, to surface waters?		X	
F. Does or will this facility discharge non-process wastewater to ground waters?		X	
G. Does or will this facility discharge stormwater associated with industrial activity to surface waters?		X	
H. Is this facility a non-discharging/closed loop recycle system?		X	
I. Is this facility a public water system whose primary purpose is the production of potable water for public consumption and which discharges demineralization concentrate to surface water or groundwater?		X	

III NAME OF FACILITY: (40 characters and spaces)

Oak Stone WWTP & Perc Ponds

Facility ID _____

IV FACILITY CONTACT: (A. 30 characters and spaces)

A. Name and Title (Last, first, & title)	B. Phone (area code & no.)
Twomey, Seán, President	407-312-1815

V FACILITY MAILING ADDRESS: (A. 30 characters and spaces; B. 25 characters and spaces)

A. Street or P.O. Box: 200 Weathersfield Ave		
B. City or Town: Altamonte Springs	State: FL	Zip Code: 32714

VI FACILITY LOCATION: (A. 30 characters and spaces; B. 24 characters and spaces; C. 3 spaces (if known); D. 25 characters and spaces; E. 2 spaces; F. 9 spaces)

A. Street, Route or Other Specific Identifier: NW 1/4 of NW 1/4 of Section 29, Town 39 South, Range 29 East		
B. County Name: DeSoto	C. County Code (if known):	
D. City or Town: Arcadia	E. State: FL	F. Zip Code: 34269

VII SIC CODES: (4-digit, in order of priority)

1. Code #: 4952	(Specify) Domestic Sewer System	2. Code #: 4971	(Specify) Effluent Disposal
3. Code #: 4959	(Specify) Domestic WWTP	4. Code #:	(Specify)

VIII OPERATOR INFORMATION: (A. 40 characters and spaces; B. 1 character; C. 1 character (if other, specify); D. 12 characters; E. 30 characters and spaces; F. 25 characters and spaces; G. 2 characters; H. 9 characters)

A. Name: Ni Florida, Inc.		B. Is the name in VIII A. the owner? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
C. Status of Operator: F = Federal; S = State; P = Private; O = Other; M = Public (other than F or S)	(code) P	(specify) NA	D. Phone No.: 407-312-1815
E. Street or P. O. Box: 200 Weathersfield Ave			
F. City or Town: Altamonte Springs		G. State: FL	H. Zip Code: 32714

IX INDIAN LAND: Is the facility located on Indian lands?

Yes No

Facility ID _____

X EXISTING ENVIRONMENTAL PERMITS:

A. NPDES Permit No.	B. UIC Permit No.	C. Other (specify)	D. Other (specify)
NA	NA	NA	NA

XI MAP: Attach to this application a topographic map of the area extending to at least one mile beyond property boundaries. The map must show the outline of the facility, the location of each of its existing and proposed intake and discharge structures, each of its hazardous waste treatment, storage, or disposal facilities, and each well where it injects fluids underground. Include all springs, rivers and other surface water bodies in the map area. See instructions for precise requirements.

XII NATURE OF BUSINESS (provide a brief description)

WWTP & Effluent Reuse System to serve Oak Stone, a residential development
--

XIII CERTIFICATION (see instructions)

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this application and all attachments and that, based on my inquiry of those persons immediately responsible for obtaining the information contained in the application, I believe that the information is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

Seán Twomey

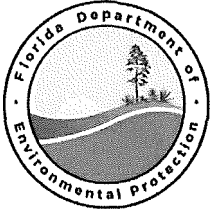
A. Name (type or print)

B. Signature

President

Official Title (type or print)

C. Date Signed



WASTEWATER APPLICATION FORM 2A FOR A DOMESTIC WASTEWATER FACILITY PERMIT

Oak Stone WWTP & Perc Ponds

Instructions for selected items are included in the "INSTRUCTIONS FOR FORM 2A". Refer to these instructions before filling out each item.

SECTION 1. APPLICANT AND FACILITY DESCRIPTION

1. Application Type

- New
- Substantial Modification
- Permit Renewal

2. Facility Type

- Wastewater Treatment
- Reuse or Disposal
- Limited Wet Weather Discharge
- Residuals/Septage Management

3. Treatment Facility Information

a. Name Oak Stone WWTP & Perc Ponds

b. Facility Identification Number NA - New

c. Location

Number and Street NW 1/4 of NW 1/4 of Section 29, Town 39 South, Range 29 East

City/State/Zip Code Arcadia, FL 34269

Telephone 407-312-1815

Latitude 27 ° 03 ' 39 "N

Longitude 82 ° 02 ' 17 "W

Dates Coordinates Determined 12/4/23

Method Used to Obtain Coordinates GoogleEarth

d. Ownership Type

- Municipal
- County
- State
- Private

e. Contact

Name Seán Twomey
 Title President
 Telephone 407-312-1815

f. Facility Mailing Address

Number and Street 200 Weathersfield Ave
 City/State/Zip Code Altamonte Springs, FL 32714

g. Year Facility Began Operation NA - New

4. Applicant or Authorized Representative

Legal Name Ni Florida, Inc.
 Number and Street 200 Weathersfield Ave
 City/State/Zip Code Altamonte Springs, FL 32714
 Telephone 407-312-1815
 Contact Person Seán Twomey
 Title President
 Telephone Number 803-995-5072

Is the applicant the owner or operator (or both) of the facility? Owner Operator

Indicate whether correspondence regarding this facility should be directed to the facility or the applicant.
 Facility Applicant

5. Project Name and Description

Oak Stone WWTP & Perc Ponds
 This new wastewater facility provides domestic wastewater treatment and effluent reuse for Oak Stone, a Master Planned Residential Development.

6. Municipalities or Areas Served

Name of Municipality or Area	Ownership	Population Served
Oak Stone (Residential Development)	Private	2,600
Total Population Served		2,600

7. Reclaimed Water Reuse and Effluent Disposal

Method of Reuse or Disposal	Number of Reuse or Disposal Points	Total Design Capacity (mgd)	Basis of Design Flow
Surface Waters - Excluding Ocean Outfalls and Wetlands (Rule 62-600.510, F.A.C.)			
Ocean Outfalls (Rule 62-600.520, F.A.C.)			
Wetlands (Rule 62-600.620, F.A.C.)			
Reuse of Reclaimed Water and Land Application (Rule 62-600.530, F.A.C.)	1	0.26	Annual ADF
Ground Water Disposal by Underground Injection (Rule 62-600.540, F.A.C.)			
Other (Describe)			
Total	1	0.26	Annual ADF

8. Flows to Another Wastewater Facility

a. Does the facility discharge or transport treated or untreated wastewater to another treatment facility?
 Yes No

b. If yes, describe the mean(s) by which the wastewater from the treatment facility is discharged or transported to the other treatment facility (e.g., collection/transmission system, reclaimed water distribution system)?
 NA

If transport is by a party other than the applicant, provide the following:

Transporter name: NA
 Mailing Address: _____

 Contact person: _____
 Title: _____
 Telephone number: _____

c. For each treatment facility that receives this discharge, provide the following:

Name: NA
 Mailing Address: _____

 Contact person: _____
 Title: _____
 Telephone number: _____

d. Facility Identification Number of Facility Which Receives the Flow NA

e. Average Daily Flow Rate to the Receiving Facility NA mgd

9. Residuals Use or Disposal

a. Amount of Residuals Generated by the Facility 32 dry tons/year

b. Does this facility receive residuals from another facility for further treatment and disposal? Yes No

c. Method of Residuals Use or Disposal

Method	Number of Sites or Number of Receiving Facilities	Dry Tons Used or Disposed per Year
Land Application (Chapter 62-640, F.A.C.)	NA	NA
Distribution and Marketing (Chapter 62-640, F.A.C.)		NA
Landfill Disposal (Chapter 62-701, F.A.C.)	NA	NA
Incineration (Chapter 62-200 Series, F.A.C.)	NA	NA
Transport to Another Treatment Facility	1	32
Other (Describe)	NA	NA
Total		32

d. If residuals are transported to another facility for landfill disposal, incineration, or treatment, provide the facility name, Facility identification number and address.

Name	<u>Karle Enviro-Organic Recycling Inc</u>
Facility Identification Number	<u>N/A - Has FDEP Domestic WW Permit Exemption</u>
Number and Street	<u>2991 South Street</u>
City/State/Zip Code	<u>Ft. Myers, FL 33916</u>
County	<u>Lee</u>
Telephone	<u>(239) 693-6600</u>
Treatment Processes Used by Receiving Facility	<u>None - Dewatering only</u>

10. Permits and Applications

a. Expiration Date of Current NPDES Permit NA - New

b. Expiration Date of Current DEP Permit NA - New

c. Permit Number of Any Existing Environmental Permits

NPDES	<u>NA</u>	PSD	<u>NA</u>
UIC	<u>NA</u>	Other	<u>NA</u>
RCRA	<u>NA</u>	Other	<u>NA</u>

d. Orders and Notices

Type or Order or Notice	Issuing Agency	Date of Order or Notice
Notice or Violation	NA	NA
Consent Order	NA	NA
Administrative Order	NA	NA
Other (Describe.)	NA	NA

SECTION 2. TREATMENT FACILITY DESCRIPTION

1. Flow

a. Design Capacity

Current Design Capacity	0	mgd
Proposed Incremental Design Capacity	+	0.26
Proposed Total Design Capacity	=	0.26

b. Basis of Design Flow

- Annual Average Daily Flow
- Maximum Monthly Average Daily Flow
- Three-Month Average Daily Flow
- Other. If other, specify.

	Two Years Ago	Last Year	This Year	
c. Annual Average Daily Flow Rate	NA	NA	NA	mgd
d. Maximum Daily Flow Rate	NA	NA	NA	mgd

2. Design Treatment Levels

Parameter	Effluent Concentration	Units	Basis	Percent Removal
pH	6.0-8.5	Standard Units		
CBOD ₅	20 (max)	mg/L	Annual Average	
TSS	20 (max)	mg/L	Annual Average	
Nitrate, N	12 (max)	mg/l	Single Sample	
Total Residual Chlorine	0.5 (min)	mg/l	Single Sample	
Fecal Coliform	200	#/100 ml	Annual Average	

3. Disinfection Level Provided

- Low-level
- Basic
- Intermediate
- High-level
- High-level Alternative

If the facility disinfects by chlorination and the discharge is to surface waters, is dechlorination provided?

- Yes No

4. Residuals Treatment

a. Class of Residuals

- Class AA (Rule 62-640.850, F.A.C.)
- Class A (Rule 62-640.600, F.A.C.)
- Class B (Rule 62-640.600, F.A.C.)
- Other

If other, describe

NA - No Residuals Treatment

b. Describe, on this form or another sheet of paper, any treatment processes used at your facility to reduce pathogens in sewage sludge:

Residuals are transported to the Karle Enviro-Organic Recycling filter press facility for dewatering prior to Class I or II landfill disposal.

c. Which vector attraction reduction option is met for the sewage sludge at your facility?

- Option 1 (Minimum 38 percent reduction in volatile solids)
- Option 2 (Anaerobic process, with bench-scale demonstration)
- Option 3 (Aerobic process, with bench-scale demonstration)
- Option 4 (Specific oxygen uptake rate for aerobically digested sludge)
- Option 5 (Aerobic processes plus raised temperature)
- Option 6 (Raise pH to 12 and retain at 11.5)
- Option 7 (75 percent solids with no unstabilized solids)
- Option 8 (90 percent solids with unstabilized solids)
- Option 9 (Injection below land surface)
- Option 10 (Incorporation into soil within 6 hours)
- Option 11 (Covering active sewage sludge unit daily)
- None or unknown

d. Describe, on this form or another sheet of paper, any treatment processes used at your facility to reduce vector attraction properties of sewage sludge:

NA

e. Parameter Concentrations

POLLUTANT	CONC.	UNITS
Total Nitrogen		% dry weight
Total Phosphorus		% dry weight
Total Potassium		% dry weight
Arsenic		mg/kg dry weight
Cadmium		mg/kg dry weight
Chromium		mg/kg dry weight
Copper		mg/kg dry weight
Lead		mg/kg dry weight
Mercury		mg/kg dry weight
Molybdenum		mg/kg dry weight
Nickel		mg/kg dry weight
Selenium		mg/kg dry weight
Zinc		mg/kg dry weight
pH		standard units
Total Solids		%
Other Parameters		

Date of Sample NA - New

5. Reliability Class

- Class I
- Class II
- Class III
- Other Equivalent Reliability

SECTION 3. A. DISCHARGES TO SURFACE WATERS (including wetlands)

1. Discharge Serial Number and Name

Discharge Serial Number NA - No discharges to Surface Waters

2. Discharge Location

County _____
 Street or Description _____
 City or Town (if applicable) _____
 Zip Code _____
 Latitude _____ ° _____ ' _____ "N
 Longitude _____ ° _____ ' _____ "W
 Dates Coordinates Determined _____
 Method Used to Obtain Coordinates _____

3. Design Capacity of the Outfall

Current Design Capacity _____ mgd
 Proposed Incremental Design Capacity + _____ mgd
 Proposed Total Design Capacity = _____ mgd

4. Basis of Design Flow

- Annual Average Daily Flow
- Maximum Monthly Average Daily Flow
- Three-Month Average Daily Flow
- Other

If other, specify _____

5. Basis for Effluent Limitations

- TBEL
- Level I WQBEL
- Level II WQBEL
- Other

If other, specify _____

Date Effluent Limitations Established _____

6. Description of Receiving Waters

a. Name of Receiving Water _____

b. Type of Receiving Waterbody Fresh
 Brackish or Marine

c. Classification of Receiving Waterbody Class I
 Class II
 Class III
 Class IV
 Class V

Is the receiving waterbody contiguous to, or identified as, an Outstanding Florida Water (OFW) or an Outstanding National Resource Water? Yes No

If yes, name and locate on a USGS map. _____

Does this facility discharge to a receiving water that is either in Indian Country or that is upstream from (and eventually flow through) Indian Country? Yes No

d. Name of Watershed (if known) _____

United States Soil Conservation Service 14-digit Watershed Code (if known) _____

e. Name of State Management/River Basin (if known) _____

United States Geological Survey 8-digit Hydrologic Cataloging Unit Code (if known) _____

f. Critical low flow of receiving stream (if applicable)

acute _____ cfs chronic _____ cfs

g. Total hardness of receiving stream at critical low flow (if applicable) _____ mg/l of CaCO₃

7. Outfall Information

Description of Outfall and Diffuser

Construction Materials _____
Length From Shore _____ feet
Diameter _____ inches
Discharge Depth Below Water Surface _____ feet
Receiving Water Bottom Depth Below Water Surface _____ feet
Is the outfall equipped with a diffuser? Yes No

8. Surface Water Improvement and Management (SWIM)

a. Will the discharge affect any SWIM plan waterbodies? Yes No

b. If yes, name the waterbody _____

c. Has the SWIM plan been approved by a water management district and the Department? Yes No

d. If yes, attach documentation that the proposed discharge is consistent with the SWIM plan.

9. Additional Information Required for Intermittent or Periodic Discharges

Frequency
Duration
Volume
Occurrence

_____ Times Per Year
_____ Days
_____ Thousand Gallons Per Incident

	Jan		May		Sep
	Feb		Jun		Oct
	Mar		Jul		Nov
	Apr		Aug		Dec

10. Additional Information Required for Limited Wet Weather Discharges Permitted in Accordance with Rule 62-610.860, F.A.C.

a. Downstream Waterbody

Name of nearest downstream lake, estuary, reservoir, OFW, or Class I water. Show location on a USGS map.

Classification of Downstream Waterbody

- Class I
- Class II
- Class III
- Class IV
- Class V

Distance Downstream

_____ miles

Average Flow Velocity During Anticipated Periods of Discharge

_____ feet per second

Travel Time During Anticipated Periods of Discharge

_____ hours

b. Rainfall Information

Rainfall Gauging Station Location

Period of Record Analyzed:

Beginning Year

Ending Year

Number of Years

Average Annual Rainfall

_____ inches per year

- c. Simulation of Operation of the Reuse, Storage, and Limited Wet Weather Discharge for an Average Rainfall Year

Year Simulated _____

Annual Rainfall During Average Year _____ inches

Number of Days Limited Wet Weather Discharge is Used During Average Rainfall Year (N) _____ days

Percent of the Days of the Year that the Limited Wet Weather Discharge will Occur During Average Rainfall Year (P) _____ %

Note:

$$P = [(N) / (365)] \times 100\%$$

P cannot exceed 25% or be less than 1%.

- d. Reclaimed Water Quality (maximum monthly average)

CBOD₅ _____ mg/L
TKN (as Nitrogen) _____ mg/L

- e. Minimum Acceptable Stream Dilution Factor (SDF) _____

Note:

$$SDF = P(0.085 \times CBOD_5 + 0.272 \times TKN - 0.484)$$

The values for CBOD₅ and TKN should be in terms of maximum monthly average limitations as provided in 14.d. above. The value of P should be as calculated in 14.c. above.

- f. Adjusted Stream Dilution Factor _____

Note:

If the travel time shown in 14.a., above, is less than 24 hours, provide the adjusted minimum acceptable stream dilution factor.

$$\text{Adjusted SDF} = SDF \times (24 \text{ hours}) / (\text{travel time in hours})$$

11. Additional Information Required for Wetland Discharges

- a. Is the wetland a jurisdictional wetland (i.e. within the landward extent of waters as defined in Rule 62-301.400, F.A.C., or isolated and not owned entirely by one person, or owned entirely by the State)?

Yes No

- b. Will the wetland be used as a treatment wetland or receiving wetland? Treatment
 Receiving

If the wetland is to be used as a treatment wetland, attach documentation showing ownership or the applicant's legal interest in the treatment wetland.

- c. If the wetland is to be used for treatment, identify the type. Man-made
 Hydrologically Altered
 Unaltered

- d. Is the wetland herbaceous or woody? Herbaceous
 Woody

- e. Identify the classification of surface waters within the wetland. Class I
 Class II
 Class III
 Class IV
 Class V

- f. Are the waters within the wetland part of an OFW? Yes No

12. Effluent Testing Information.

PARAMETER	MAXIMUM DAILY VALUE		AVERAGE DAILY VALUE		
	Value	Units	Value	Units	Number of Samples
pH (Minimum)		s.u.	-	-	-
pH (Maximum)		s.u.	-	-	-
Flow Rate					
Temperature (Winter)					
Temperature (Summer)					

* For pH, please report a minimum and maximum daily value.

POLLUTANT	MAXIMUM DAILY DISCHARGE		AVERAGE DAILY DISCHARGE			ANALYTICAL METHOD	MDL/PQL
	Conc.	Units	Conc.	Units	Number of Samples		
CONVENTIONAL AND NONCONVENTIONAL COMPOUNDS.							
CARBONACEOUS BIOCHEMICAL OXYGEN DEMAND (CBOD)							
TOTAL SUSPENDED SOLDS (TSS)							
FECAL COLIFORM							

13. Additional Application Information for Applicants with a Design Flow Greater Than or Equal to 0.1 mgd

a. Effluent Testing Data

POLLUTANT	MAXIMUM DAILY DISCHARGE		AVERAGE DAILY DISCHARGE			ANALYTICAL METHOD	MDL/PQL
	Conc.	Units	Conc.	Units	Number of Samples		
CONVENTIONAL AND NONCONVENTIONAL COMPOUNDS.							
AMMONIA (as N)							
CHLORINE (TOTAL RESIDUAL TRC)							
DISSOLVED OXYGEN							
TOTAL KJELDAHL NITROGEN (TKN)							
NITRATE PLUS NITRITE							
NITROGEN							
OIL and GREASE							
PHOSPHORUS (Total)							
TOTAL DISSOLVED SOLIDS (TDS)							
OTHER PARAMETERS							

b. Inflow and Infiltration

Estimate the average number of gallons per day that flow into the treatment works from inflow and/or infiltration _____ gpd

Briefly explain any steps underway or planned to minimize inflow and infiltration.

c. Operation/Maintenance Performed by Contractor(s).

Are any operational or maintenance aspects (related to wastewater treatment and effluent quality) of the treatment works the responsibility of a contractor? Yes No

If yes, list the name, address, telephone number, and status of each contractor and describe the contractor's responsibilities (attach additional pages if necessary).

Name: _____

Mailing Address: _____

Telephone Number: _____

Responsibilities of Contractor: _____

14. Expanded Effluent Testing Data: 1.0 mgd and Pretreatment Treatment Works.

POLLUTANT	MAXIMUM DAILY DISCHARGE				AVERAGE DAILY DISCHARGE					ANALYTICAL METHOD	ML/MDL
	Conc.	Units	Mass	Units	Conc.	Units	Mass	Units	Number of Samples		
METALS (TOTAL RECOVERABLE), CYANIDE, PHENOLS, AND HARDNESS.											
ANTIMONY											
ARSENIC											
BERYLLIUM											
CADMIUM											
CHROMIUM											
COPPER											
LEAD											
MERCURY											
NICKEL											
SELENIUM											
SILVER											
THALLIUM											
ZINC											
CYANIDE											
TOTAL PHENOLIC COMPOUNDS											
HARDNESS (AS CaCO 3)											
Use this space (or a separate sheet) to provide information on other metals requested by the permit writer.											
VOLATILE ORGANIC COMPOUNDS.											
ACROLEIN											
ACRYLONITRILE											
BENZENE											
BROMOFORM											
CARBON TETRACHLORIDE											
CHLOROBENZENE											
CHLORODIBROMO-METHANE											
CHLOROETHANE											
2-CHLORO-ETHYL VINYL ETHER											
CHLOROFORM											
DICHLOROBROMO-METHANE											
1,1-DICHLOROETHANE											
1,2-DICHLOROETHANE											
TRANS-1,2-DICHLORO-ETHYLENE											
1,1-DICHLORO-ETHYLENE											
1,2-DICHLOROPROPANE											
1,3-DICHLORO-PROPYLENE											
ETHYLBENZENE											
METHYL BROMIDE											
METHYL CHLORIDE											
METHYLENE CHLORIDE											

1,1,2-TETRACHLOROETHANE																				
TETRACHLOROETHYLENE																				
TOLUENE																				
1,1,1-TRICHLOROETHANE																				
1,1,2-TRICHLOROETHANE																				
TRICHLOROETHYLENE																				
VINYL CHLORIDE																				
Use this space (or a separate sheet) to provide information on other volatile organic compounds requested by the permit writer.																				
ACID-EXTRACTABLE COMPOUNDS																				
P-CHLORO-M-CRESOL																				
2-CHLOROPHENOL																				
2,4-DICHLOROPHENOL																				
2,4-DIMETHYLPHENOL																				
4,6-DINITRO-O-CRESOL																				
2,4-DINITROPHENOL																				
2-NITROPHENOL																				
4-NITROPHENOL																				
PENTACHLORO-PHENOL																				
PHENOL																				
2,4,6-TRICHLOROPHENOL																				
Use this space (or a separate sheet) to provide information on other acid-extractable compounds requested by the permit writer.																				
BASE-NEUTRAL COMPOUNDS.																				
ACENAPHTHENE																				
ACENAPHTHYLENE																				
ANTHRACENE																				
BENZIDINE																				
BENZO(A)-ANTHRACENE																				
BENZO(A)PYRENE																				
3,4 BENZO-FLUORANTHENE																				
BENZO(GHI)-PERYLENE																				
BENZO(K)-FLUORANTHENE																				
BIS (2-CHLOROETHOXY) METHANE																				
BIS (2-CHLOROETHYL)-ETHER																				
BIS (2-CHLOROISO-PROPYL) ETHER																				
BIS (2-ETHYLHEXYL) PHTHALATE																				
4-BROMOPHENYL PHENYL ETHER																				
BUTYL BENZYL PHTHALATE																				
2-CHLORO-NAPHTHALENE																				
4-CHLORPHENYL PHENYL ETHER																				
CHRYSENE																				
DI-N-BUTYL PHTHALATE																				

SECTION 3. B. REUSE AND LAND APPLICATION SYSTEMS

1. Reuse or Land Application System Serial Number and Name

Reuse or Land Application System Serial Number R001
Oak Stone Perc Ponds

2. Reuse or Land Application System Location

County DeSoto
 City or Town (if applicable) Arcadia
 Street or Description NW 1/4 of NW 1/4 of Sec 29, Town 39S, Range 29E
Arcadia, FL 34269

Latitude 27 ° 03 ' 39 "N
 Longitude 82 ° 02 ' 17 "W
 Dates Coordinates Determined 12/4/23
 Method Used to Obtain Coordinates GoogleEarth

3. Design Capacity of the Reuse or Land Application System

Current Design Capacity	<u>0</u>	mgd
Proposed Incremental Design Capacity	+ <u>0.26</u>	mgd
Proposed Total Design Capacity	= <u>0.26</u>	mgd

4. Basis of Design Flow

- Annual Average Daily Flow
 Maximum Monthly Average Daily Flow
 Three-Month Average Daily Flow
 Other

If other, specify

5. Is land application continuous or intermittent?

Continuous Intermittent

6. Underdrains and Perimeter Ditches

a. Is the reuse or land application system underdrained?

Yes No

b. Are perimeter ditches used?

Yes No

If yes, will they be excavated to a depth which will intersect the seasonal high ground water table or the ground water mound during any portion of the year?

Yes No

7. Type of Reuse or Land Application System

- Slow-rate land application system/restricted public access (Chapter 62-610, F.A.C., Part II)
- Slow-rate land application system/public access areas, residential irrigation, and edible crop irrigation (Chapter 62-610, F.A.C., Part III)
- Rapid-rate land application system (Chapter 62-610, F.A.C., Part IV)
- Absorption field system (Chapter 62-610, F.A.C., Part V)
- Overland flow system (Chapter 62-610, F.A.C., Part VI)
- Other land application system with additional levels of preapplication treatment (Rule 62-610.660, F.A.C.)
- Other land application system with lower levels of preapplication treatment (Rule 62-610.670, F.A.C.)

8. Application Areas and Rates

Site/Use Type/Major User	Area (acres)	Rate (inches/week)	Capacity (mgd)
R001 - Oak Stone Perc Ponds			
Rapid Infiltration Basins (Percolation/Evaporation Ponds)	3.19	21.0	0.26
Total	3.19	21.0	0.26

9. Additional Information Required for Reuse Systems Permitted Under Part III of Chapter 62-610, F.A.C.

- a. Areas Irrigated
- Residential lawns
 - Golf courses
 - Cemeteries
 - Parks, playgrounds
 - Landscape areas
 - Highway medians, rights-of-way
 - Edible crops
 - Others

If other, specify NA - No Reuse System(s) per Part III of Chapter 62-610, F.A.C.

- b. Other Uses of Reclaimed Water
- Toilet flushing
 - Fire protection
 - Construction dust control
 - Aesthetic purposes (decorative ponds, fountains, etc.)
 - Others

If other, specify. _____

- c. How many hours per day, seven days per week, is or will an operator be on-site at the wastewater treatment facility?

_____ hours per day

If the treatment facility is or will be staffed by an operator less than 24 hrs/day, describe the additional levels of reliability included within the treatment or reuse systems (See Rule 62-610.462, F.A.C.)

- d. For permit renewals, list the dates on which the operating protocols (as described in Rule 62-610.463, F.A.C.) were submitted to the Department and the date of the Department's approvals during the last five years.

Date Submitted	Date Approved

- e. For each site where edible crops are or will be irrigated with reclaimed water, describe the crops grown; the type of application system used; provisions for crop washing and for processing, if any; and provisions for control of public access, if any. (See Rule 62-610.475, F.A.C.)

SECTION 3. C. GROUND WATER DISPOSAL BY UNDERGROUND INJECTION

1. Underground Injection Well Facility Serial Number and Name

Underground Injection Well Facility Serial Number NA - No Underground Injection Well(s)

2. Underground Injection Well Facility Location

County _____
City or Town (if applicable) _____
Street or Description _____

Latitude _____ ° _____ ' _____ "N
Longitude _____ ° _____ ' _____ "W
Dates Coordinates Determined _____
Method Used to Obtain Coordinates _____

3. Underground Injection Well Facility DEP Identification Number or Permit Application Number

4. Design Capacity of the Underground Injection Well Facility

Current Design Capacity _____ mgd
Proposed Incremental Design Capacity + _____ mgd
Proposed Total Design Capacity = _____ mgd

5. Basis of Design Flow

- Annual Average Daily Flow
- Maximum Monthly Average Daily Flow
- Three-Month Average Daily Flow
- Other

If other, specify.

6. Is injection continuous or intermittent?

Continuous Intermittent

SECTION 4. SCHEDULED IMPROVEMENTS AND SCHEDULES OF IMPLEMENTATION

1. Improvements Required

- a. Discharge Serial Numbers, Reclaimed Water Reuse or Land Application System Serial Numbers, and Underground Injection Well Facility Serial Numbers Affected

New - Oak Stone WWTP & Perc Ponds (R001)

- b. Authority Imposing Requirement

- Local
- State
- Federal
- Developed by Applicant
- Other

If other, specify. _____

2. Implementation Schedule and Actual Completion Dates

Implementation Steps	Schedule	Actual Completion
a. Preliminary Plans Complete	12/31/23	12/31/23
b. Final Plans and Specifications Complete	6/30/24	6/30/24
c. Financing Complete	6/30/24	6/30/24
d. Site Acquired	6/30/24	6/23024
e. Begin Construction	10/15/24	
f. End Construction	12/31/25	
g. Begin Reuse or Disposal	2/1/26	
h. Operational Level Attained	2/1/26	

3. Have appropriate permits/clearances concerning other Federal/State requirements been obtained?

- Yes No

If so, describe briefly:

NA

SECTION 5. INDUSTRIAL WASTEWATER CONTRIBUTIONS

1. Does the treatment works have, or is it subject to, an approved pretreatment program? Yes No

2. Provide the number of each of the following types of industrial users that discharge to the treatment works.

a. Number of non-categorical SIUs. _____

b. Number of CIUs. _____

3. Significant Industrial User Information

Name	NA - No Industrial Wastewater Contributors
Number and Street	_____
City/State/Zip Code	_____
County	_____

4. Industrial processes Affecting or Contributing to the SIU's Discharge

5. Principal Product(s) and Raw Material(s)

Principal product(s): _____

Raw material(s): _____

6. Flow Rate

a. Process wastewater flow rate.

_____ gpd Intermittent Continuous

b. Non-process wastewater flow rate.

_____ gpd Intermittent Continuous

7. Pretreatment Standards. Indicate whether the SIU is subject to the following:

a. Local limits Yes No

b. Categorical pretreatment standards Yes No

If subject to categorical pretreatment standards, which category and subcategory?

8. **Problems at the Treatment Works Attributed to Waste Discharged by the SIU.** Has the SIU caused or contributed to any problems (e.g. upsets, interference) at the treatment works in the past three years?

Yes No

If yes, describe each episode.

9. **RCRA Waste.** Does the treatment works receive or has it in the past three years received RCRA hazardous waste by truck, rail, or dedicated pipe?

Yes No If no, go to question 12.

10. **Waste Transport.** Method by which RCRA waste is received (check all that apply):

Truck Rail Dedicated Pipe

11. **Waste Description.** Give EPA hazardous waste number and amount (volume or mass, specify units).

<u>EPA Hazardous Waste Number</u>	<u>Amount</u>	<u>Units</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

12. **Remediation Waste.** Does the treatment works currently (or has it been modified that it will) receive waste from remedial activities?

Yes (complete 13. through 15.) No

Provide a list of sites and the requested information (13. – 15.) for each current and future site.

13. **Waste Origin.** Describe the site and type of facility at which the CERCLA/RCRA/or other remedial waste originates (or is expected to originate in the next five years).

14. **Pollutants.** List the hazardous constituents that are received (or are expected to be received). Include data on volume and concentration, if known. (Attach additional sheets if necessary).

15. Treatment.

- a. Is this waste treated (or will it be treated) prior to entering the treatment works?

Yes No

If yes, describe the treatment (provide information about the removal efficiency):

- b. Is the discharge (or will the discharge be) continuous or intermittent?

Continuous Intermittent

If intermittent, describe discharge schedule.

SECTION 6. ADDITIONAL INFORMATION REQUIRED FOR PERMIT RENEWALS

1. Have there been any modifications to the treatment facilities or reuse or disposal system, since the issuance of the current permit? If yes, describe on a separate sheet and attach. Yes No

2. For limited wet weather discharges, have any modifications been made to the operation, frequency of discharge, or stream hydrology since the original limited wet weather discharge permit or the most recent permit. If yes, describe on a separate sheet and attach. Yes No NA

3. Have there been any violations during the last six months? If yes, describe on a separate sheet and attach. Yes No

4. Have there been any treatment facility interferences due to the discharge of industrial wastewater to the treatment facility during the last six months? If yes, describe on a separate sheet and attach. Yes No

5. Is there any enforcement action pending against these treatment, reuse, or disposal facilities? If yes, describe on a separate sheet and attach. Yes No

6. Have all previous permit conditions, including pretreatment requirements, monitoring requirements, and operator attendance been complied with? If no, describe on a separate sheet and attach. Yes No

7. For permit renewals involving a limited wet weather discharge permitted under Rule 62-610.860, F.A.C., list the number of days during each of the last five years that the limited wet weather discharge was used. Also, list the total annual rainfall for each year.

Year	Number of Days Used	P (%)	Annual Rainfall (inches)
1.	NA - Not a Permit Renewal		
2.			
3.			
4.			
5.			
Total/Average			

8. For permit renewals involving a limited wet weather discharge permitted under Rule 62-610.860, F.A.C., provide the number of days during each of the last five years that the actual dilution ratio, as defined in Rule 62-610.860, F.A.C., was less than the minimum SDF and the number of months in which the monthly average CBOD₅ or TKN in the limited wet weather discharge exceeded the permit limitations.

Year	Number of Days the Dilution Ratio Was Less Than SDF	Number of Months the Limits Were Exceeded	
		CBOD ₅	TKN
1.	NA - Not a Permit Renewal		
2.			
3.			
4.			
5.			

**SECTION 7. ADDITIONAL INFORMATION REQUIRED
FOR RESIDUALS/SEPTAGE MANAGEMENT FACILITIES**

1. **Location of Residuals Treatment Processes** NA - No Residuals/Septage Management Facilities

(Describe in relation to the wastewater treatment processes.)

2. **Type and Amount of Waste Treated at this Facility**

Type	Amount (dry tons/day)	Amount (gallons/day)
Residuals	or	
Septage		
Food Establishment Sludge		
Portable Toilet Waste		
Holding Tank Waste		
Boat or Marina Waste		
Other (Describe.)	or	
Total	or	

Is the total amount estimated or actual? Estimated
 Actual

3. **Information on Treatment Facilities Transporting Residuals**

a. DEP Permit Number _____

b. Facility Name _____
 Number and Street _____
 City/State/Zip Code _____
 County _____
 Telephone _____

c. Facility Type Type I
 Type II
 Type III

d. Amount of Residuals Received From This Facility _____ dry tons/day or _____ gpd

Is this amount estimate or actual? Estimated
 Actual

e. Describe the treatment provided by this facility before transport

f. Parameter Concentrations

POLLUTANT	CONC.	UNITS
Total Nitrogen		% dry weight
Total Phosphorus		% dry weight
Total Potassium		% dry weight
Arsenic		mg/kg dry weight
Cadmium		mg/kg dry weight
Chromium		mg/kg dry weight
Copper		mg/kg dry weight
Lead		mg/kg dry weight
Mercury		mg/kg dry weight
Molybdenum		mg/kg dry weight
Nickel		mg/kg dry weight
Selenium		mg/kg dry weight
Zinc		mg/kg dry weight
pH		standard units
Total Solids		%
Other Parameters		

Date of Sample _____

4. Describe the manifest system used for tracking residuals during transport from the facilities.

SECTION 8. DOCUMENTATION SUBMITTED

1. General Application Requirements	Attached	
	Yes	No
a. Process Flow Diagram	X	
b. Site Plan	X	
c. Location Map	X	
d. Agricultural Use Plan or Dedicated Site Plan		X
e. Capacity Analysis Report	X	
f. Results of Whole Effluent Biological Toxicity Testing		X
g. Reuse Feasibility Study	X	
h. Binding Agreements and Documentation of Controls on Individual Users of Reclaimed Water		X

2. Additional Application Requirements for New Facilities and Modifications to Existing Facilities	Yes	No
	a. Preliminary Design Report	X
b. Documentation of Compliance with Antidegradation Requirements	X	
c. Public Service Commission Certification Number and Copy of Certificate or Order Number and Copy of Order	X	
d. Letter from the Management and Storage of Surface Waters Permitting Agency		X
e. Request for Approval of Monitoring Plans for Discharge of Domestic Wastewater to Wetlands		X
f. Concurrent Application for Ground Water Disposal by Underground Injection		X
g. Application for Monitoring Plan Approval	X	

3. Additional Application Requirements for Permit Renewals	Yes	No
	a. Operation and Maintenance Performance Report	
b. Reclaimed Water or Effluent Analysis Report		
c. Technical Evaluation of Need to Revise Local Pretreatment Limits		
d. Results of Mechanical Integrity Testing		

SECTION 9. CERTIFICATIONS

1. Certifications for Construction of New Facilities or Modifications to Existing Facilities

a. Applicant or Authorized Representative

I certify that the statements made in this application for a permit and all attachments are true, correct, and complete to the best of my knowledge and belief. I agree to retain the design engineer, or another professional engineer registered in Florida, to conduct on-site observation of construction, to prepare a notification of completion of construction, and to review record drawings for adequacy as referenced in Rule 62-620.630, F.A.C. Further, I agree to provide an appropriate operation and maintenance manual for the facilities pursuant to Rule 62-620.630, F.A.C., and to retain a professional engineer registered in Florida to examine (or to prepare or revise, if necessary) the manual. For projects regulated by Chapter 62-610, F.A.C., I agree to provide the additional operation requirements of that Chapter.

(Signature of Applicant or Authorized Representative ¹) Seán Twomey, President	Date
Name (please type): NA	Ni Florida, Inc.
Florida Registration Number: 407-312-1815	Company Name: 200 Weathersfield Ave
Telephone No. (including area code) Sean.Twomey@nexuswg.com	Company Street Address or P O Box Altamonte Springs, FL 32714
Email (optional)	City/State/Zip Code:

b. Professional Engineer Registered in Florida

I certify that the engineering features of this domestic wastewater project have been (designed) (examined) by me and found to conform to engineering principles applicable to such projects. In my professional judgment, this facility, when properly constructed, operated, and maintained, will comply with all applicable statutes of the State of Florida and rules of the Department.

Keith A. Bachmann, P.E.	Key Engineering Associates, Inc.
Name (please type): 43760	Company Name: 4562 Rutledge Drive
Florida Registration Number: 727-781-1111	Company Street Address or P O Box Palm Harbor, FL 34685
Telephone No. (including area code) keyengg@aol.com	City/State/Zip Code:
Email (optional)	

(Seal, Signature, Date, Registration No.)

¹ If signed by the authorized representative, attach a letter of authorization.

c. Professional Engineer Registered in Florida

I certify that this firm or individual has been retained by the applicant to prepare a notification of completion of construction, to prepare operation and maintenance manuals, and to review record drawings for adequacy as referenced in Rules 62-620.630, 62-600.717, and 62-600.720, F.A.C.

Keith A. Bachmann, P.E.	Key Engineering Associates, Inc.
Name (please type): 43760	Company Name: 4562 Rutledge Drive
Florida Registration Number: 727-781-1111	Company Street Address or P O Box Palm Harbor, FL 34685
Telephone No. (including area code) keyengg@aol.com	City/State/Zip Code:
Email (optional)	
	(Seal, Signature, Date, Registration No.)

2. Certifications for Permit Renewals

a. Applicant or Authorized Representative

I certify that the statements made in this application for a permit and all attachments are true, correct and complete to the best of my knowledge and belief. I agree to operate and maintain these wastewater facilities in such a manner as to comply with the provisions of Chapter 403, F.S., Chapter 62-600, F.A.C., and all other applicable rules of the Department. Further, an appropriate operation and maintenance manual which has been examined by a professional engineer as certified below is available and located at _____ and can be submitted upon request as part of the permit procedure. A copy of the record drawings or other plans (as applicable) showing modifications to existing facilities, as referenced in Rule 62-600.717, F.A.C., is available at the same location. I also understand that a permit if granted by the Department, is transferable only upon Department approval in accordance with Rule 62-620.340, F.A.C., and I will notify the Department in accordance with this rule upon sale or legal transfer of the permitted facilities. In the event of abandonment or inactivation of the facilities, I will notify the Department and ensure that public health and safety are protected as required by Rule 62-620.610, F.A.C.

(Signature of Applicant or Authorized Representative ²)	Date
Name (please type)	Company Name
Title	Company Street Address or P O Box
Telephone No. (including area code)	City, State, Zip Code
Email (optional)	

² If signed by the authorized representative, attach a letter of authorization.

b. Professional Engineer

I certify that the engineering features of these domestic wastewater facilities have been examined by me and found to conform to engineering principles applicable to such projects. I certify that the operation and maintenance manual for these wastewater facilities has been prepared or examined by me or by individual(s) under my direct supervision and that there is reasonable assurance, in my professional judgement, that the facilities, when properly operated and maintained in accordance with this manual, will comply with all applicable statutes of the State of Florida and rules of the Department.

_____ Name (please type):	_____ Company Name:
_____ Florida Registration Number:	_____ Company Street Address or P O Box
_____ Telephone No. (including area code)	_____ City/State/Zip Code:
_____ Email Address (optional)	
_____	(Seal, Signature, Date, Registration No.)

Exhibit 1

Financing for capital projects would be funded from a mix of shareholder equity and debt financing. While Ni Florida currently holds no debt (i.e., its present capital structure is 100% equity), it has access to debt and equity funding from its parent, SouthWest Water Company ("SouthWest"). The cost of debt at SouthWest as of May 31, 2024 is 5.71%. Ni Florida anticipates using a proxy capital structure based on applicable SouthWest data. Under this construct, unless Ni Florida issues its own debt, there are no expected impacts to Ni Florida's capital structure.

ATTACHMENT B

Developer Agreement
Between Ni Florida, Inc.
And Oak Stone LLC

Agreement to Provide Wastewater Service

This Agreement to Provide Wastewater Service (the "Agreement") is made and entered into this 14 day of June, 2024 ("Effective Date") by and between Ni Florida, Inc. ("Utility") and Oak Stone LLC ("Developer") (Utility and Developer each referred to as a "Party" and collectively as the "Parties").

RECITALS

A. Utility is a regulated, privately owned water and wastewater utility that provides wastewater services in and around the State of Florida.

B. Developer is a real estate developer that is currently in the process of developing a primarily residential development on an approximately 641.6-acre tract of land located at 11480 County Road 769, Arcadia, FL 34269 in DeSoto County, Florida (the "Development"). When fully built out, the Development is expected to consist of approximately 2,000 living unit equivalents of wastewater.

C. The Parties desire that Utility provide wastewater services to the Development under the terms and conditions set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer and Utility hereby agree as follows:

AGREEMENT

1.

WASTEWATER SERVICE

1.1 **Reservation of Capacity and Agreement to Provide Service:** Utility reserves and agrees to provide service to Developer, and Developer agrees to take such service, of 2,000 LUEs (i.e. "living unit equivalent") of wastewater capacity, as the term "LUE" is defined in **Exhibit A** attached hereto. This wastewater service commitment shall be limited to the proposed approximately 641.6-acre site as described in **Exhibit B** (the "Land"). In consideration of such reservation, Developer agrees and shall cause Utility to be paid an amount equal to \$4,140 per LUE multiplied by the number of LUEs reserved per lot pursuant to this Section 1.1 by the respective home builder of each lot on the Land requiring wastewater utility service from Utility and that full payment of such amounts by each respective home builder of each lot shall be a condition precedent to Utility providing wastewater utility service to such lot. Such payment under this Section 1.1 shall hereinafter be referred to as the "Capacity Reservation Fee". The Capacity Reservation Fee is non-refundable and shall be due and payable to Utility on a quarterly basis in advance based upon a good faith estimate of the number of LUE connections requested quarterly within the Development, and under no circumstances any later than building certificate of occupancy for each lot. In each subsequent quarterly payment, Developer shall "true up" such estimate by (i) receiving a credit to the extent the prior quarter's estimate exceeded the actual LUE connections during such prior quarter or (ii) paying an additional amount in such subsequent quarterly advance payment to the extent the prior quarter's estimated payment was less than the actual LUE connections during such prior quarter.

1.2 Any connections requiring LUEs beyond those reserved under this Agreement will require Developer, its successors, assigns, or the then-Land owner, to acquire additional LUEs of wastewater. No additional connections will be allowed, other than the connections reserved herein, without the Parties, their successors or assigns, amending this Agreement to encompass additional LUE needs and payment by Developer of applicable charges as well as appropriate plan review by the Utility.

1.3 It is expressly agreed that this Agreement extends only to the wastewater service for the Development. Developer acknowledges that the utility services provided by Utility hereunder are anticipated to be regulated by the Florida Public Service Commission (the "Commission") and as set forth in (a) that certain Resolution No. 2023-97 of the Board of County Commissioners of DeSoto County, Florida regarding Operation of Utility in DeSoto County dated July 25, 2023 as well as (b) that certain Agreement Concerning Service Area of Utility in DeSoto County, Florida. If any Governmental Authority, including but not limited to the Commission, issues an order, ruling, decision or regulation not covered by this Agreement (including, but not limited to, a determination that the utility services provided pursuant to this Agreement are not subject to the Commission's jurisdiction or denial of necessary permits or amendments to existing permits), including any new or revised enforceable regulatory classification of the subject wastewater facility, as applicable, which results in a materially adverse effect on either Party's rights and benefits under this Agreement, each Party shall use commercially reasonable efforts and shall cooperate with the other Party to pursue all necessary permits, approvals and authorizations, if any, of such applicable Governmental Authority, and to amend the terms and conditions of this Agreement, in each case as may be reasonably required in order that provision of utility services under this Agreement shall continue; provided that neither Party shall be required to take any action pursuant to this Section 1.2 which is reasonably likely to have a materially adverse effect on such Party's rights and benefits under this Agreement. As used herein, "Governmental Authority" shall mean any United States federal, state, local, municipal or other government; any governmental, regulatory or administrative agency, court, commission or other authority lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power; and any court or governmental tribunal. If the Parties are unable or unwilling to reach agreement pursuant to this Section 1.2, Utility shall have the right to terminate this Agreement, without any further obligations to Developer, upon 14 days' prior written notice to Developer.

1.4 This Agreement is in all respects subject to and limited by all federal, state, and local statutes, rules, permits, and approvals in determining treatment, sites, and all other related considerations as that may pertain to the delivery of wastewater services.

1.5 Developer warrants and represents, that the units and/or number of building square feet (as applicable on **Exhibit A** attached hereto) receiving wastewater service in the Development shall not exceed the reserved LUEs determined under the allocation chart on **Exhibit A** attached hereto. In the event Utility determines that a new connection for wastewater service will cause Developer to breach the warranty and representation in the immediately preceding sentence, Utility may refuse to allow such new connection to the wastewater collection systems. In such event, Developer agrees to indemnify Utility, its successors and assigns, and hold Utility free and harmless from and against any and all claims, demands, and causes of action which may be asserted by anyone on account of such refusal, including all attorneys' fees and other expenses which may be incurred by Utility in connection with such claims, demands, and causes of action. Developer's obligations pursuant to the foregoing sentence shall survive any transfer of LUEs reserved in this Agreement.

1.6 Utility and Developer agree that certain tests may be required to be performed upon the facilities constructed by Developer to provide data and/or to meet applicable federal, state, county, and local governmental rules, regulations, statutes and procedures.

a. System Tests. Developer will obtain all required tests upon the Land in order to comply with all applicable laws. Developer agrees to perform such tests (or retain qualified third parties to perform such tests) and to provide all of the data from such tests, together with Developer's analysis and reports related to such tests, at Developer's sole cost and expense, to Utility at Utility's reasonable request.

b. Plant Site Tests. Utility will obtain all required tests upon the Plant Site (hereinafter defined) in order to comply with all applicable laws. Utility agrees to perform such tests (or retain qualified third parties to perform such tests) and to provide all of the data from such tests, together

with Utility's analysis and reports related to such tests, at Utility's sole cost and expense, to Developer at Developer's reasonable request.

1.7 Developer shall ensure (and if necessary for uses other than residential, lagoon amenity and ancillary entertainment facilities and office warehouse, construct pre-treatment facilities to ensure) that all wastewater delivered to Utility meets the criteria for domestic wastewater pursuant to Utility's then-controlling tariff. Any wastewater delivered to Utility that does not meet such criteria must be pretreated by Developer so as to meet such criteria prior to delivery to Utility.

1.8 Notwithstanding anything to the contrary herein, the Parties agree that the terms, conditions, rights and obligations of this Agreement shall not become effective until the closing of the land sale via a separate agreement (the "Purchase Agreement") in which Developer shall sell, and Utility shall purchase, the Plant land ("Plant Site").

2.

CONSTRUCTION OF THE SYSTEM

2.1 With the exception of the Plant, all other facilities and equipment described in this Paragraph 2.1 including the wastewater collection system, are referred to herein as the "System". As a prerequisite and condition to the obligation of Utility to provide wastewater utility service, Developer agrees with Utility to do the following:

(a) Prior to the initiation of construction of the System, provide copies of the plans and specifications of the System to Utility for its review and reasonable suggestions and recommendations, provided however that the final approval of the plans and specifications of the System shall remain with Developer.

(b) Developer shall be responsible for obtaining (at its sole cost and expense) the approval of any applicable governmental or regulatory authorities in order that the System complies with applicable law.

(c) After review by Utility of such plans and specifications and the approval by governmental authorities of such plans and specifications, Developer shall commence and complete the construction and installation of the System (including ancillary infrastructure associated therewith) necessary to provide wastewater service to each of the proposed lots within the Development, as set forth in more detail on the list of System facilities on **Exhibit C** hereto, in a good and workmanlike manner, using only new materials and in material accordance with the plans and specifications approved by Utility and by applicable governmental authorities.

(d) As part of the completion of the System, Developer will install the sewer lateral lines terminating at a cleanout on each lot near the right-of-way line and the sewer laterals shall be in conformance with standard details approved by the Utility and by applicable governmental authorities.

(e) The Parties agree that Developer will also be solely responsible for designing and constructing any required lift stations (other than any lift station(s) that may be required to be installed by Utility on the Plant Site), subject to Utility's same review, approval and inspection as a part of the System.

(f) Developer shall locate the System in easements or property dedicated to the Utility, and provide any and all easements on the Land which are reasonably necessary and/or reasonably requested by Utility, (in each case, in the locations approved by Developer), to allow Utility to provide services to each lot within the Development and to allow the Utility's system to function properly to provide wastewater services to the Land now or in the future. Developer will convey to Utility via special warranty deed a tract of real property of approximately 10.2 acres.

(g) Promptly upon the signing of a construction contract for the construction of the System, Developer will share such contract and the associated construction schedule with Utility (the "System Construction Contract Date").

(h) Within ten business days of the System Construction Contract Date, Developer will also provide Utility with reasonable proof of sufficiency of funds to complete the Development. It is contemplated that the cost for the design, installation and construction of the System shall be financed by the issuance of bonds which would be issued by a newly formed community development district (the "CDD Bonds") that the Developer intends to be created pursuant to Chapter 190 of the Florida Statutes in connection with the financing of the development and construction of certain infrastructure and amenities for the Development (the "CDD"). Utility agrees that the proposed issuance of the CDD Bonds for the financing of the construction of the System will constitute reasonable proof of sufficiency of funds to complete the construction of the System.

(i) Design and construction costs of lift stations for the project, except on the Plant site, shall be the responsibility of the Developer. Design and construction costs of lift stations on the Plant site shall be the responsibility of the Utility.

(j) Developer shall at a minimum provide to Utility at least quarterly updates on the status of the lots and the Development, including with respect to (i) forecast of lot buildouts for the next quarter, (ii) progress made and location in the construction cycle and (iii) count of lots under construction as well as lots completed. Developer and Utility, and their respective consultants or contractor, shall meet on a regular basis, a minimum every three months, to communicate progress and provide schedule updates for the Land, System and Plant.

(k) Developer represents and warrants to Utility that the System shall be sufficient to serve the wastewater utility requirements of the LUEs for the Development reserved hereunder.

3.

CONSTRUCTION OF THE PLANT

3.1 Utility agrees with Developer to do the following in connection with the construction, operation and maintenance of the Plant:

(a) Utility will be solely responsible for designing and constructing the wastewater treatment plant, (the "Plant") in compliance with applicable law and with sufficient capacity to provide wastewater services for 2,000 LUEs at full build out for the Development and the Land. In no event shall the Utility use any portion of the Plant or any portion of the Plant Land to provide wastewater services to any real property residential or commercial use or development which is not located on the Land. The construction of the Plant is planned, designed and intended to be implemented by Utility in three (3) construction phases as described on **Exhibit H** attached hereto in accordance with applicable law and with sufficient capacity to meet the level of actual and planned demand for wastewater services of the Development during any point of the Term, up to the LUEs reserved hereunder.

(b) Prior to the initiation of construction of the Plant, Utility shall provide copies of the plans and specifications of the Plant to Developer for its review and reasonable suggestions and recommendations, provided however that the final approval of the plans and specifications of the Plant shall remain with Utility.

(c) Utility shall be responsible for obtaining (at its sole cost and expense) the approval of any applicable federal, state, county and local governmental or regulatory authorities in order that the Plant may comply with applicable law.

(d) Utility shall obtain, at Utility's sole cost and expense, all required federal, state, county and local permits, approvals and consents to construct, operate and maintain the Plant on the Plant site (collectively, the "Plant Permits") and Utility shall provide to Developer a complete set of such Plant Permits to Developer upon receipt.

(e) Promptly upon the signing of a construction contract for the construction of the Plant, Utility will share such contract and the associated construction schedule with Developer (the "Plant Construction Contract Date").

(f) Prior to the commencement of the construction of the Plant, Utility shall provide to Developer a payment and performance bond issued by a recognized national surety company reasonably acceptable to Developer (the "Surety") with in the face amount of such bond equal to 100% of the cost to construct the Plant (the "Payment and Performance Bond") which insures the payment and performance of the obligations of Utility under this Agreement solely with respect to the construction of the Plant. Utility shall pay for the cost of the Payment and Performance Bond.

(g) Developer and Utility acknowledge the desire to construct the System and the Plant in accordance with this Agreement in order to avoid delays and premature expenditures. Utility will be required to start construction on the Plant within thirty (30) days after (i) Utility (a) receives all required permits and government approvals and (b) has acquired from Developer or its designee legal title to the real property on which the Plant will be constructed, and (ii) Developer has (a) provided to Utility the proof of funds as set forth herein, and commenced construction of the System.

(h) In accordance with its obligations under s. 367.111, Florida Statutes and Rule 25-30.231, Florida Administrative Code, the Utility shall be responsible for the operation and maintenance of (i) the System after the System has been conveyed to the Utility in accordance with the terms of this Agreement and (ii) the Plant upon completion of construction and Utility shall be responsible for all costs incurred in the operation and maintenance of such System and such Plant.

(i) One or more representative(s) of Developer shall be entitled to attend (whether in person or via telephone conference or Zoom conference) the scheduled construction meetings held by Utility during the construction of the Plant. One or more representative(s) of Utility shall be entitled to attend (whether in person or via telephone conference or Zoom conference) the scheduled construction meetings held by Developer during the construction of the Development and the System.

(j) In the event the Plant is not ready to provide wastewater services when required hereunder, Utility will, at its sole cost, take actions necessary to provide a temporary solution for the provision of wastewater service required hereunder until the date that the construction of the Plant has been finally completed and the Plant is fully operational for the benefit of the Development with all required governmental permits and approvals at no additional cost to the Developer or the Development which comply, in all material respects, with applicable laws (the "Temporary Sewer Facilities"). Utility will continue to provide such Temporary Sewer Facilities to Developer and the Development until the date that the construction of the Plant has been finally completed and the Plant is fully operational for the benefit of the Development with all required governmental permits and approvals. Each of the end users for wastewater services in the Development shall be required to pay to Utility for the use of the Temporary Sewer Facilities with the same connection fees and monthly utility fees which would have been charged by Utility for the use by the end users of the completed Plant, but any additional costs or expenses solely with respect to Temporary Sewer Facilities, in excess of such connection fees and monthly utility fees, shall be borne by Utility and shall not be paid or reimbursed by Developer or the Development. When the Plant is finally completed and fully operational with all required Plant Permits and governmental approvals, and subject to applicable rules and regulations (e.g. including Utility's tariffs), the end users in the Development

shall not be required to pay a separate connection charge to commence using the Plant if such end user had previously paid to Utility a connection charge to use the Temporary Sewer Facilities.

4.

CONDITIONS PRECEDENT TO SERVICE

4.1 Utility will provide retail wastewater utility services to each residential or commercial customer located within the Development according to Utility's wastewater tariffs then in effect, provided that Utility's obligations to provide service to each such customer within the Development will be subject to the satisfaction of (or Utility's waiver, in writing) of the following conditions:

(a) The completed installation of the System and the inspection and review of such by Utility and the inspection, review, approval and acceptance of such by all applicable governmental agencies. Developer's conveyance to Utility of (i) title to the System and (ii) all real property and easements encumbering the Land in the location approved by Developer which are necessary for the construction, operation and maintenance thereof, all free and clear of all liens, encumbrances and restrictions other than the Permitted Exceptions. The conveyance of the System to Utility shall be pursuant to a Utility Conveyance Agreement in the form of the attached **Exhibit E**. The System shall not be conveyed to Utility until Utility has provided notice to Developer in writing that each of the following has occurred: (i) the inspection and acceptance of the Plant by all applicable agencies has occurred and been approved by all applicable governmental agencies and (ii) the initial phase of the Plant is fully operational or the temporary wastewater solution described in Section 3.1(j) is ready and operational for the Project; and

(b) All easements to be located on the Land reasonably necessary for the operation of the System and the provision of wastewater services to the Development has been conveyed to Utility free and clear of liens and encumbrances; and Utility has ownership of the utility site for the Plant and the requirements of Section 5.1 have been met with respect to such site for the Plant; and

(c) All applicable Capacity Reservation Fees due to Utility with respect to any building with an issued certificate of occupancy shall have been fully paid; and

(d) All charges pursuant to Utility's wastewater tariffs as approved by regulatory authorities, or any other governing body having jurisdiction, as applied to commercial customers (including, e.g., connection/tap fees), are paid; and

(e) At the final completion of the System and the closing of the conveyance of the System to Utility pursuant to the Utility Conveyance Agreement, then, Developer shall have also provided to Utility a two (2) year maintenance bond for 100% of the System being conveyed, in a form reasonably acceptable to Utility and the applicable government or regulatory authority and has also conveyed any warranties Developer received on such System to Utility, to the extent assignable (provided that, solely with respect to warranties received by Developer to which the bond provided in this provision is applicable, such received warranties shall be capped by the amount of such bond and by the effective term of such bond); and

(f) Developer shall have transferred to Utility its wastewater discharge permit, to the extent assignable; and

(g) All applicable regulatory and/or governmental permits (including, without limitation, the Plant Permits) and approvals have been obtained.

Once Developer has satisfied the conditions precedent to retail wastewater utility service listed in subparagraph 4.1(a)-(g), Utility agrees to provide retail wastewater utility service to each connection or customer within the Development that have paid the appropriate LUE fees.

5.

DEEDS, EASEMENTS, UTILITY SITES, REPRESENTATIONS AND WARRANTIES

5.1 Developer shall assign to Utility all necessary easements in and on the Land in the locations approved by Developer in order that Utility, after the construction of the System, may own, access, and operate the System. Utility shall construct the Plant on the Plant Site. Developer expressly warrants the System will be located within the easements which Utility can use to maintain and operate the System. Developer agrees to provide for stormwater drainage and detention design and construction required for the Plant. Developer and Utility agree that the Developer shall cause the utility site(s) to meet the following criteria:

- (a) Developer shall construct an access driveway the Plant Site. The access driveway shall include an all-weather surface and be able to provide access to the Plant Site in the event of a 25-year storm.
- (b) The Plant Site shall have potable water service and waste water-connections to the System extended to the Plant Site by Developer. The Plant Site shall have 480V three-phase electrical service and potable water service extended to such Plant Site by the Developer. Developer shall coordinate with Utility with respect to dry utilities capacity requirements for Plant site. Utility will prepare the application for obtaining retail service from electrical provider.
- (c) The Developer will provide fill material for the Plant Site so that the Utility may grade the Plant Site to those elevations reasonably designated by the Utility Engineer and further described in **Exhibit F** attached hereto.

5.2 Developer hereby represents and warrants to Utility as follows:

(a) **Authorization and Enforceability.** This Agreement, the transactions contemplated herein, and the execution and delivery of this Agreement have been duly authorized by Developer and constitute the valid and binding obligations of Developer which are enforceable in accordance with its terms.

(b) **Legal Proceedings.** There are no actions, suits, or proceedings pending or, to the knowledge of Developer, threatened or affecting the properties to be sold hereunder and there are no pending condemnation proceedings of which Developer is aware connected with the System Facilities or other properties to be conveyed hereunder.

(c) **No Violation of Other Contracts.** This Agreement, and the warranties, representations, and covenants contained herein, and the consummation of the transactions contemplated herein will not violate or constitute a breach of any contract or other agreement to which Developer is a party.

(d) **No Violation of Applicable Law.** This Agreement and/or any provisions herein do not conflict with any applicable federal, state or local law, order, directive, rule or regulation.

5.3 Utility hereby represents and warrants to Developer as follows:

(a) **Authorization and Enforceability.** This Agreement, the transactions contemplated herein, and the execution and delivery of this Agreement have been duly authorized by Utility and constitute the valid and binding obligations of Utility which are enforceable in accordance with its terms.

(b) Legal Proceedings. There are no actions, suits, or proceedings pending or, to the knowledge of Utility, threatened or affecting the properties to be sold hereunder and there are no pending condemnation proceedings of which Utility is aware connected with the proposed Plant.

(c) No Violation of Other Contracts. This Agreement, and the warranties, representations, and covenants contained herein, and the consummation of the transactions contemplated herein will not violate or constitute a breach of any contract or other agreement to which Utility is a party.

(d) No Violation of Applicable Law. This Agreement and/or any provisions herein do not conflict with any applicable federal, state or local law, order, directive, rule or regulation.

6.

ALLOCATION AND TRANSFER OF LUE'S

6.1 This Agreement extends and applies only to the provision of wastewater to the Land in LUE units as described on **Exhibit A** hereto. Developer warrants that the legal description in **Exhibit B** is accurate, and that it is the owner of the Land, free and clear of any third party liens, except the Permitted Exceptions (as defined in **Exhibit G attached hereto**).

6.2 Subject to the last sentence of this Section 6.2, upon Developer's conveyance of the Land or any portion of the Land to a subsequent purchaser, such subsequent purchaser shall be responsible for the construction of the System and all other obligations of Developer under this Agreement and shall specifically, in writing, agree to all the terms and conditions of this Agreement. Developer covenants and agrees that it shall assign its rights, duties, and obligations under this Agreement to such subsequent purchaser in a form and manner reasonably acceptable to Utility, including the assignment of Utility's System capacity under this Agreement needed to provide service to the Land or portion of such Land so conveyed. For the avoidance of doubt, Utility shall not have an approval right with respect to the Developer's conveyance of the Land or any portion of the Land to a subsequent purchaser, but Utility shall have the right to consent, which consent shall not unreasonably withheld, with respect to the form and content of the assumption of Developer's obligations under this Agreement by such purchaser. This Section 6.2 does not apply to the sale of subdivided lots developed by Developer on the Land (i) to individual purchasers of such lots or (ii) to one or more homebuilders which acquire such subdivided lots in order to build single family homes thereon and to market and sell such homes to end users.

6.3 Utility acknowledges that a portion of the Land shall be conveyed by Developer to the CDD in order to facilitate the development of the Land and the construction of the System and such transfer to the CDD shall not (i) constitute a default under this Agreement or (ii) require any consent by Utility.

7.

NO WAIVER

7.1 A Party's failure to obtain or require compliance with any provision(s) of this Agreement in no way shall be construed and/or be a waiver of that particular requirement(s), and in no way precludes that Party from requiring such provision(s) at any time.

8.

NOTICES

8.1 Any notice to be given hereunder by either party to the other party shall be in writing and may be effected by email *and* one of the following: (i) personal delivery; (ii) by overnight courier for next business day delivery; or (iii) by registered or certified mail, return receipt requested. Notice shall be effective: (x) for personal delivery, upon personal delivery; and (y) for overnight courier, registered mail, or certified

mail, upon written verification of receipt. Notice to the parties shall be sufficient if made or addressed as follows:

If to Developer:

Oak Stone LLC
2502 North Rocky Point Drive
Suite 1050
Tampa, FL 33607
Attn: John Ryan, Manager
Email: john@metrodg.com

If to Utility:

NI FLORIDA, INC.
1710 Woodcreek Farms Road
Elgin, SC 29045
Attn: Craig Sorensen
E-mail: csorensen@swwc.com

With a copy to:

TEXAS WATER UTILITIES, L.P.
2150 Town Square Place, Suite 400
Sugar Land, Texas 77479
Attn: General Counsel
E-mail: legal@swwc.com

9.
DEFAULT

9.1 In the event of default by either party with respect to this Agreement, the party not in default shall give to the defaulting party written notice of such default specifying the failure or default relied upon. If the defaulting party fails to fully cure such default specified in such notice within thirty (30) days after receipt of such notice or if such default cannot reasonably be cured within such thirty (30) day period and the defaulting party has failed to use reasonable efforts to attempt to cure such default within sixty (60) days after the expiration of such 30-day time period, then, the party not in default shall have the right to:

- (a) pursue specific performance of this Agreement; or
- (b) in the event of default by Developer with respect to the construction of the System, then, Utility may cure such default by Developer and seek a reimbursement of the funds used to cure such default from Developer; or
- (c) in the event of default by Utility with respect to the construction of the Plant, Developer may make written demand under the Surety under the Payment and Performance Bond and demand that the Surety under such Payment and Performance Bond cure such default by Utility to the extent applicable under the Payment and Performance Bond; or
- (d) commence legal action against the other party seeking damages against the other party for all damages and other liabilities caused by such default by such party and/or seeking the appointment of a receiver to oversee the completion of the construction of the System (with respect to Developer); or
- (e) seek any other remedy available to such party not in default at law, in equity, by statute, under this Agreement or otherwise.

10.
TERM

10.1 The initial term of this Agreement runs fifteen (15) years from the Effective Date (the "Term") and afterward automatically renews on an annual basis for one-year terms unless either Party provides written notice to in accordance with Paragraph 8 that it is electing to terminate this Agreement.

11. **GENERAL**

11.1 This Agreement shall be governed by and be construed in accordance with the laws of the State of Florida, without regard to its conflict of law principles. Exclusive venue for any dispute will be in a court of appropriate jurisdiction in and for DeSoto County, Florida.

11.2 If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law or public policy or otherwise unenforceable, the remaining provisions shall remain in full force and effect, and the parties shall negotiate, in good faith, a substitute, valid, and enforceable provision which most nearly reflects the parties' stated intention as set forth in such affected provision.

11.3 It is understood and agreed that no brokers are involved in the negotiation and consummation of this Agreement, and each of the parties represents to the other that it has not incurred and will not incur any liability for brokerage fee or agent commissions in connection with this Agreement.

11.4 In the event this Agreement or any provisions herein shall be found contrary to or in conflict with any applicable law, order, directive, rule or regulation, the latter shall be deemed to control, but nothing in this Agreement shall prevent either Party from contesting the validity of any such law, order, directive, rule, or regulation, nor shall anything in this Agreement be construed to require either Party to waive its respective rights to assert the lack of jurisdiction of any governmental agency other than the Commission, over this Agreement or any part thereof.

11.5 Time is of the essence with respect to all matters covered by this Agreement.

11.6 This Agreement shall bind the parties to this Agreement, their affiliates, successors, and assigns. No other persons or entities may enforce this Agreement or claim any benefits under this Agreement.

11.7 If any party is rendered unable, wholly or in part, by Force Majeure (hereinafter defined) to carry out any of its obligations under this Agreement, other than an obligation to pay or provide money, then such obligations of that party, to the extent affected by such Force Majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period, provided however that written notice is given to each of the affected parties within five (5) business days of the occurrence of such event of Force Majeure. Such cause, as far as possible, shall be remedied with all reasonable diligence. As used in this Agreement, "Force Majeure" shall mean: acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of government of the United States or the State of Florida or any civil or military authority, insurrections, riots, acts of terrorism, epidemics, tornadoes, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply, and any other incapacities of either party, whether similar to those enumerated or otherwise, which are not within the control of the party claiming such inability, and which such party could not have avoided by the exercise of due diligence and care.

11.8 This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement and supersedes all prior or contemporaneous agreements, representations, covenants or warranties, whether oral or in writing, respecting this Agreement's subject matter. This Agreement shall be subject to change or modification only with the mutual written consent of Utility and Developer. Each

of the recitals to this Agreement is true and correct, and each recital is hereby incorporated into this Agreement for all purposes.

11.9 EACH OF DEVELOPER AND UTILITY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT, DEVELOPER, OR UTILITY AND FOR ANY COUNTERCLAIM THEREIN (REGARDLESS OF THE LEGAL THEORY INVOLVED, WHETHER AT LAW, IN EQUITY, BY STATUTE, UNDER THE ACT, IN TORT, OR OTHERWISE).

11.10 Developer may assign all or any portion of its rights and obligations under this Agreement (i) to a CDD without the consent of Utility provided that CDD assumes Developer's assigned obligations under this Agreement and notice is promptly provided to Utility or (ii) to a purchaser of all or any portion of the Land in accordance with Section 6.2.

11.11 Developer shall not have an approval right with respect to Utility's assignment of this Agreement, but Developer shall have the right to consent, which consent shall not unreasonably withheld, with respect to the form and content of the assumption of Utility's obligations under this Agreement by such assignee; provided however that Utility may assign this Agreement to an affiliate without the consent of Developer.

11.12 If any action at law or equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

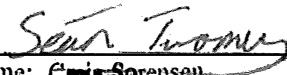
11.13 The parties to this Agreement are not partners or joint venturers with each other and nothing herein shall be construed to make them partners or joint venturers or impose any liability as such on either of them. The Parties agree that Utility will not be considered to be in privity with any contractors used by Developer

11.14 In performing their respective obligations under this Agreement, the Parties will abide by and comply with all applicable federal, state, and local laws, rules and regulations, including, without limitation, those related to bribery and corruption. Additionally, Developer understands that Utility prohibits employees from engaging in activities that could create even the appearance of a conflict of interest. Developer will take no actions to induce any of Utility's employees into any conflicts of interest.

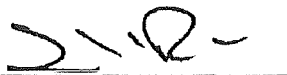
******* Signature Page Follows *******

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement to Provide Wastewater Services as of the Effective Date.

NI FLORIDA, INC.

By: 
Name: ~~Craig Sorenson~~
Title: President

OAK STONE LLC

By: 
Name:
Title:

**Exhibit A
LUE Criteria**

- A. A living unit equivalent (LUE) is defined as the typical flow that would be produced by a single-family residence (SFR) located in a typical subdivision. For water this includes consumptive uses such as lawn watering and evaporative coolers. The number of LUE's for a project are constant; only the flows are different.

One (1) LUE produces: 0.54 GPM (Peak Hour) of water flow
 0.32 GPM (Peak Day) of water flow
 230 GPD (0.160 G.P.M.) average dry weather flow

- B. Peak Flow Factor Formula

$$PPF = \frac{18 + [0.0144 (F)]^{0.5}}{4 + [0.0144 (F)]^{0.5}} \qquad F = \text{AVERAGE FLOW (GPM)}$$

RESIDENTIAL

LUE CONVERSION

One (1) Single Family Residence Modular Home; Mobile Home	1 LUE
One (1) Duplex	2 LUE's
One (1) Triplex; Fourplex; Condo Unit P.U.D. unit (6+ Units/Acre to 24 Units/Acre)	0.7 LUE/Unit
One (1) Apartment Unit (24 + Units/Acre)	0.5 LUE/Unit
One (1) Hotel or Motel Room	0.5 LUE/Room

COMMERCIAL

LUE CONVERSION

Office	1 LUE/1 533 Square Feet of Floor
Office Warehouse	1 LUE/4000 Square Feet of Floor
Retail; Shopping Center	1 LUE/2300 Square Feet of Floor
Restaurant; Cafeteria	1 LUE/200 Square Feet of Floor
Hospital	1 LUE/Bed
Rest Home	1 LUE/2 Beds
Church (Worship Services Only)	1 LUE/70 Seats
School (Includes Gym and Cafeteria)	1 LUE/13 Students

The LUE conversions to uses not described above will be determined by Utility, in its reasonable discretion in accordance with applicable law.

C. Additional Terms

Developer agrees to install a minimum 1,000 gallon, two-compartment grease trap, unless otherwise approved, to serve each proposed restaurant, food service establishment or other user that in the opinion of Utility's engineer, may discharge fats, oils and/or greases to the wastewater system. Grease traps may not be shared between separate users without Utility's prior written consent.

* * * * *

Exhibit B
Description of the Land
(Entire Project)

Exhibit B

DESCRIPTION:

A tract of land located in Section 29 and 30, Township 39 South, Range 23 East, DeSoto County, Florida, being more particularly described as follows:

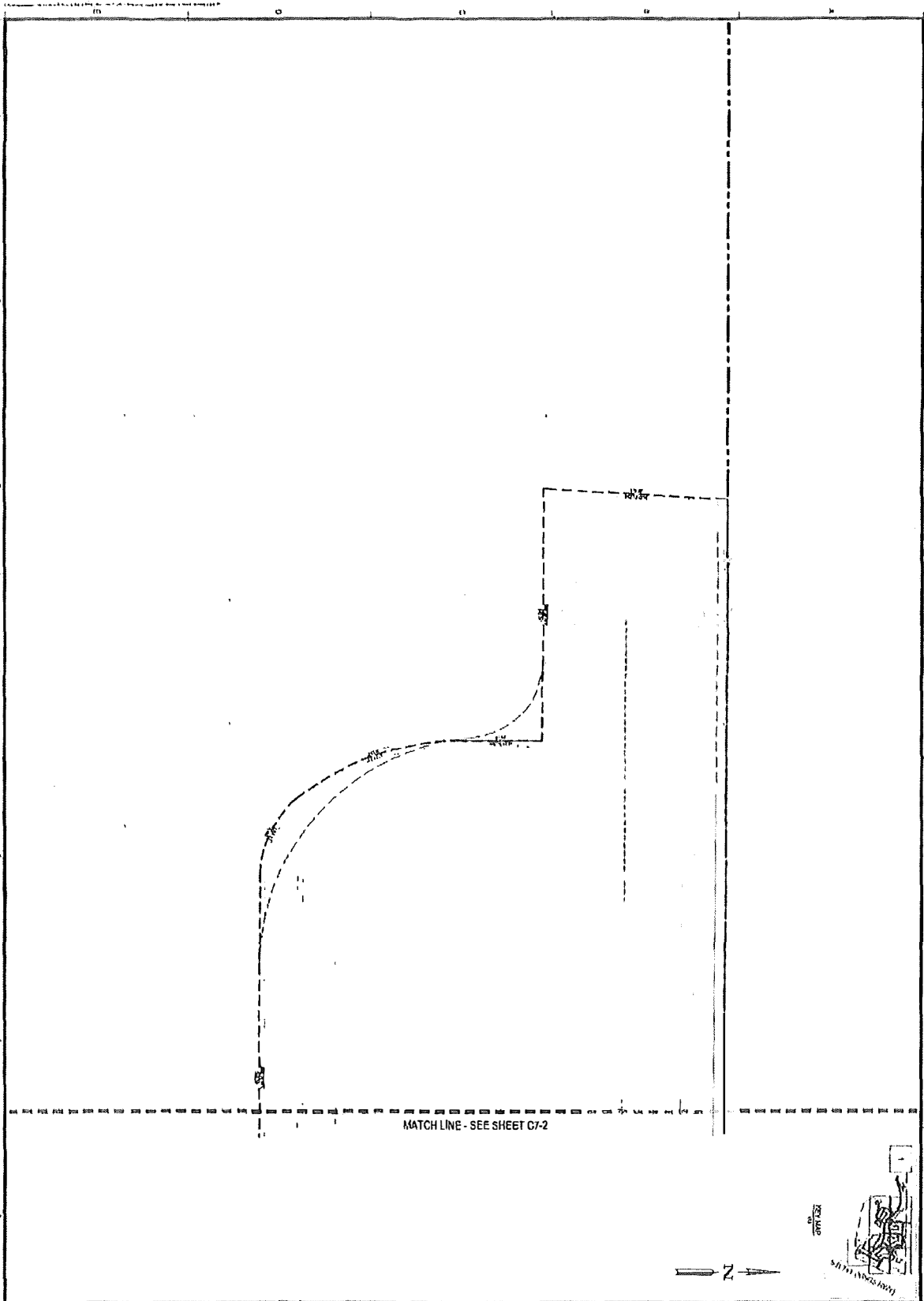
BEGINNING at the Southwest corner of said Section 30, run thence N. 00°04'04" E., along the West line of said Section 30, 2188.72 feet to a point on the Northwesterly right of way of former Seaboard Coastline Railroad; thence N. 51°14'02" E., along said Northwesterly right of way, 4986.09 feet to the North line of said Section 30; thence N. 89°58'19" E., along said North line, 1421.03 feet to the Northeast corner of said Section 30; thence S. 89°36'38" E., along the North line aforesaid Section 29 4606.86 feet; thence leaving said North line, run S. 00°23'20" W., 34.71 feet; thence 100.85 feet in a southerly direction along a non-tangent curve turning to the left, having a central angle of 30°24'43", with a radius of 190.00 feet, having a chord bearing of S. 06°48'06" W. and a chord distance of 99.67 feet; thence 83.35 feet in a southerly direction along a reverse tangent curve turning to the right, having a central angle of 35°22'29", with a radius of 135.00 feet, having a chord bearing of S. 09°16'59" W. and a chord distance of 82.03 feet; thence S. 26°58'15" W., 61.41 feet; thence 82.82 feet in a southwesterly direction along a tangent curve turning to the right, having a central angle of 73°00'14", with a radius of 65.00 feet, having a chord bearing of S. 63°28'22" W. and a chord distance of 77.33 feet; thence N. 79°34'21" W., 46.99 feet; thence S. 10°01'10" W., 120.33 feet; thence S. 16°33'09" W., 80.52 feet; thence 285.38 feet in a southeasterly direction along a non-tangent curve turning to the left, having a central angle of 86°03'29", with a radius of 190.00 feet, having a chord bearing of S. 41°37'10" E. and a chord distance of 259.30 feet; thence S. 63°01'45" E., 65.00 feet to the Westerly right of way of State Road S-741 (Kings Highway) (County Road 769); thence along said Westerly right of way the following four (4) courses: 1) S. 26°58'15" W., 176.42 feet; 2) S. 29°13'31" W., 74.10 feet; 3) S. 63°47'30" E., 17.90 feet; 4) S. 26°12'30" W., 1236.72 feet to the North right of way of 33rd Avenue, per Plat Book 4, Page 10 of the Public Records of DeSoto County; thence S. 89°36'40" W., along said North right of way 681.34 feet to the West right of way of Rainey Street, per aforesaid Plat Book 4, Page 10; thence S. 00°06'22" W., along said West right of way 320.01 feet to the South right of way of 32nd Avenue, said Plat Book 4, Page 10; thence N. 89°36'40" E., along said North right of way 523.88 feet to aforesaid Westerly right of way of State Road S-741; thence S. 26°12'30" W., along said Westerly right of way 305.52 feet; thence leaving said Westerly right of way, run N. 89°53'26" W., 799.38 feet; thence S. 00°01'12" E., 520.04 feet; thence N. 89°53'04" W., 2883.60 feet to a point on the West line aforesaid Section 29; thence N. 89°14'49" W., 3311.55 feet; thence S. 00°02'53" W., 2192.59 feet to the South line aforesaid Section 30; thence N. 89°07'20" W., 1999.84 feet to the POINT OF BEGINNING.

Exhibit C

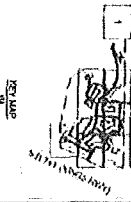
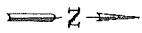
List of System Facilities

[To be attached.]

“Phase 2” as set forth in this Exhibit C will be the initial phase of development and construction for residential units requiring service from the Utility.



MATCH LINE - SEE SHEET C7-2

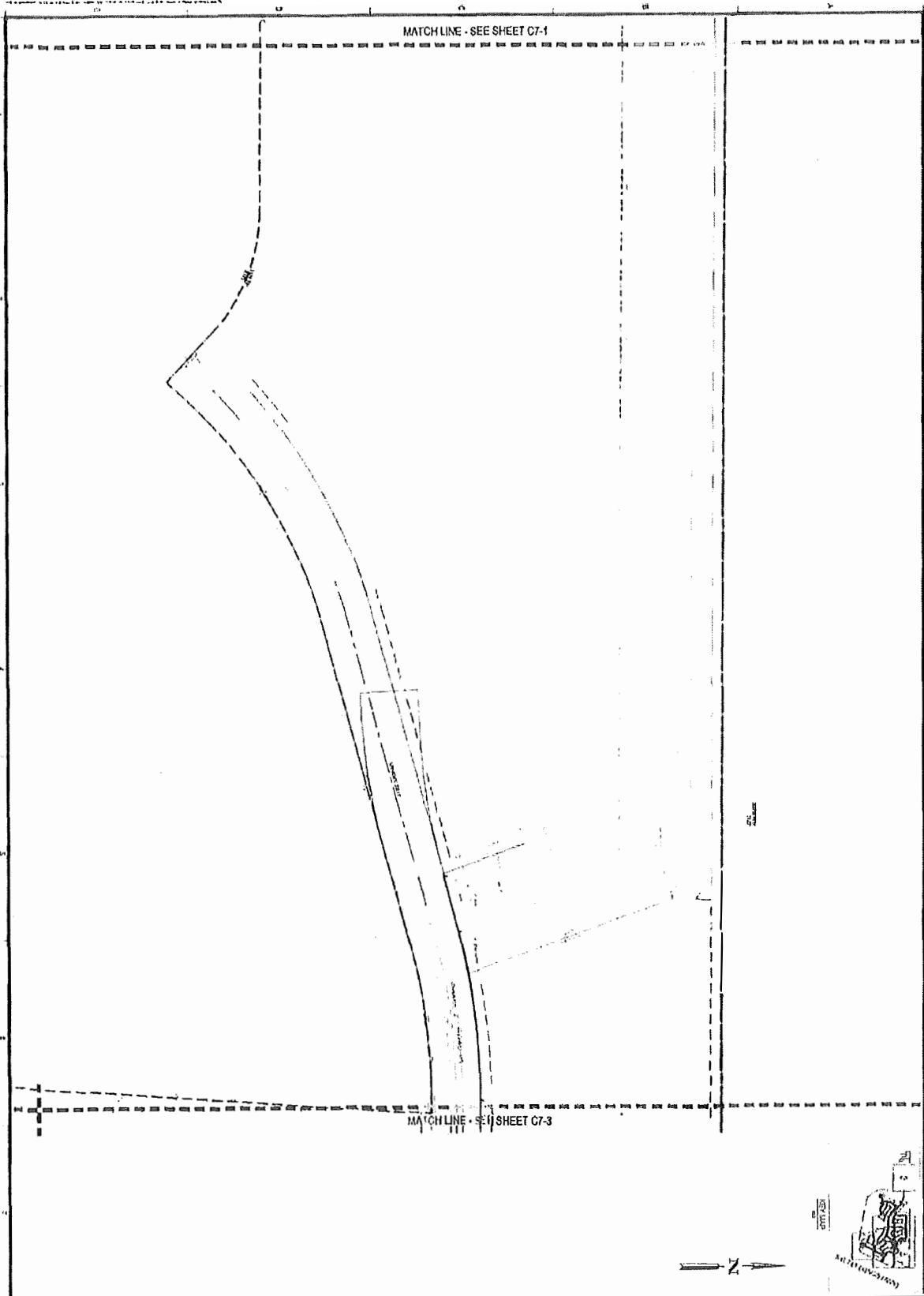



	11/18/20 11/18/20
	AH MZ/KL KG SEPT 2022
C7-1	

OAK STONE EAST COMMUNITY DEVELOPMENT DISTRICT
OAK STONE - PHASE 2
 SECTION 23 & 30, TWP. 33 S., RGE. 23 E. - DESOTO COUNTY, FL
 CONSTRUCTION PLANS
UTILITY PLAN (1 OF 9)

PRELIMINARY
 NOT FOR
 CONSTRUCTION

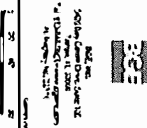
DESIGN & CONSTRUCTION
 1000 N. W. 10th St., Suite 100
 Ft. Lauderdale, FL 33304
 Tel: (954) 561-1111
 Fax: (954) 561-1112

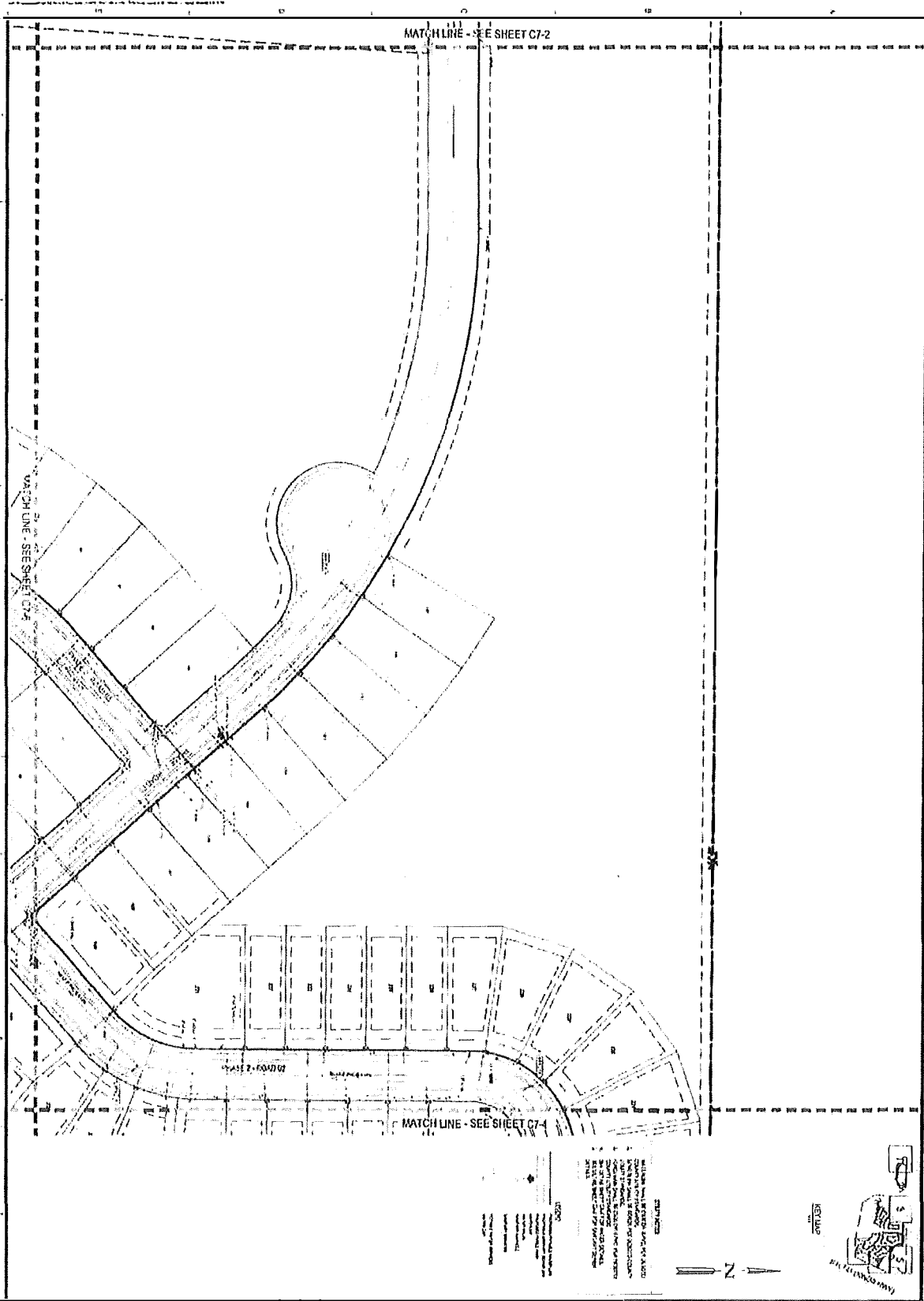


 811 C7-2	Project No. 11-35-02 Date: 11-35-02 City: MZML State: KS Date: SEPT 2023
	Project No. 11-35-02 Date: 11-35-02 City: MZML State: KS Date: SEPT 2023

OAK STONE EAST COMMUNITY DEVELOPMENT DISTRICT
OAK STONE - PHASE 2
 SECTION 29 & 30, TWP. 39 S., RGE. 23 E., - DESOTO COUNTY, FL
 CONSTRUCTION PLANS
UTILITY PLAN (2 OF 9)

**PRELIMINARY
 NOT FOR
 CONSTRUCTION**

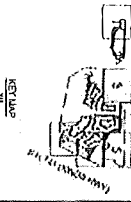
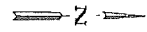

 Keith D. Smith
 No. 12487
 State of Florida
 Expires 12/31/2024






MATCH LINE - SEE SHEET C7-2

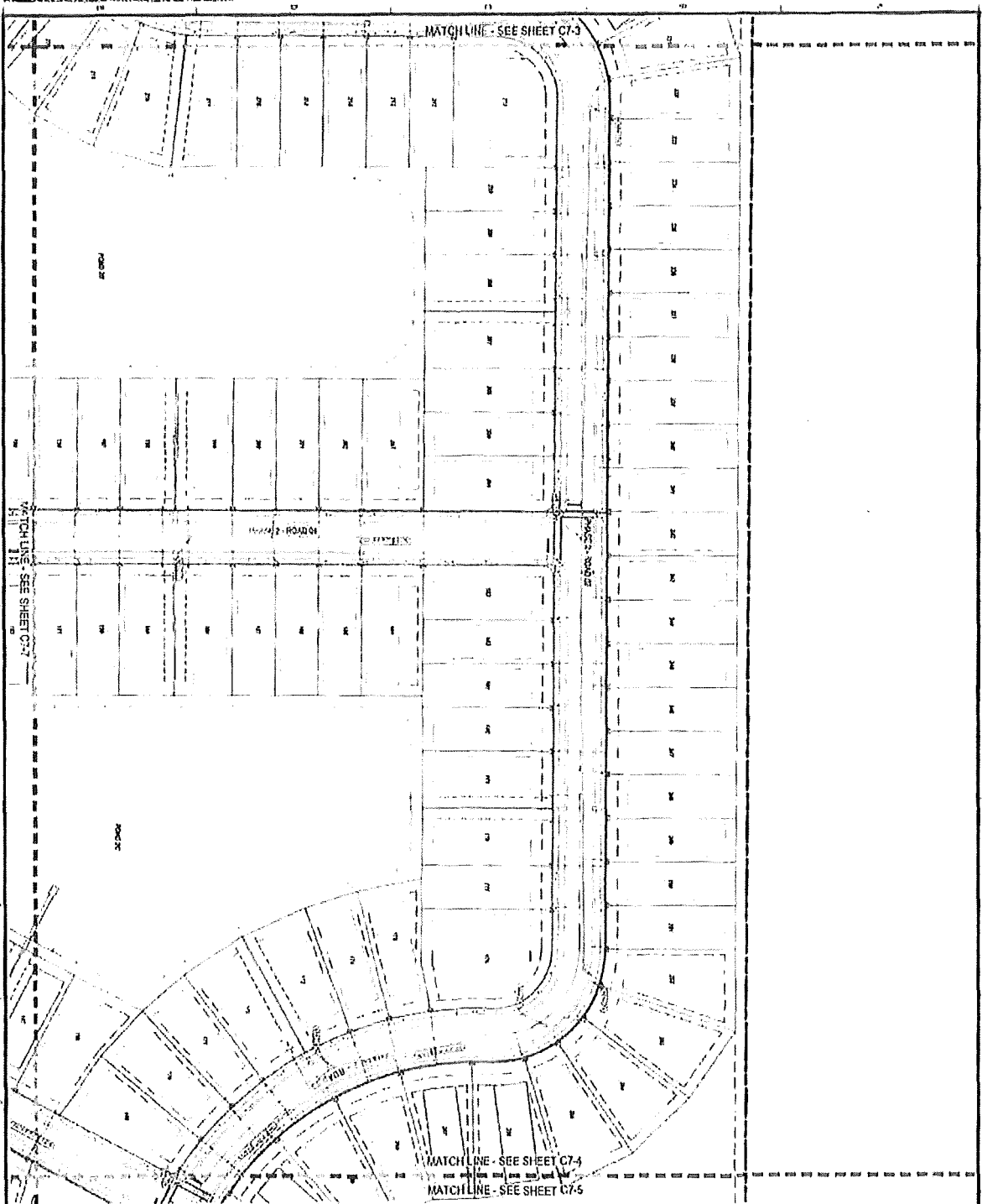
MATCH LINE - SEE SHEET C7-2

MATCH LINE - SEE SHEET C7-4

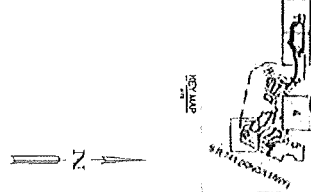


NOTES:
 1. ALL UTILITIES SHOWN ARE BASED ON RECORD PLANS AND FIELD SURVEY.
 2. THE LOCATION AND DEPTH OF UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES.
 4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
 6. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE AND EROSION CONTROL MEASURES THROUGHOUT THE CONSTRUCTION PROCESS.
 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL AREAS TO ORIGINAL OR BETTER CONDITION AFTER CONSTRUCTION IS COMPLETE.
 8. THE CONTRACTOR SHALL MAINTAIN ALL RECORD PLANS AND FIELD SURVEY DATA FOR THE LIFE OF THE PROJECT.

 C7-3	1118502 R1 MZPL 06/27/2023	OAK STONE EAST COMMUNITY DEVELOPMENT DISTRICT OAK STONE - PHASE 2 SECTION 29 & 30, TWP. 39 S., RGE. 23 E. - DE SOTO COUNTY, FL CONSTRUCTION PLANS	PRELIMINARY NOT FOR CONSTRUCTION	 2023 Oak Stone East 14150 Oak Stone East Ft. Lauderdale, FL 33309
	UTILITY PLAN (3 OF 9)		THIS DOCUMENT IS NOT VALID FOR CONSTRUCTION UNLESS IT IS ACCOMPANIED BY THE APPROPRIATE PERMITS AND RECORD PLANS.	



- NOTES:**
1. ALL UTILITIES SHOWN ARE BASED ON RECORD PLANS AND FIELD SURVEY.
 2. ALL UTILITIES SHOWN ARE BASED ON RECORD PLANS AND FIELD SURVEY.
 3. ALL UTILITIES SHOWN ARE BASED ON RECORD PLANS AND FIELD SURVEY.
 4. ALL UTILITIES SHOWN ARE BASED ON RECORD PLANS AND FIELD SURVEY.



811

11/18/20

AH

MZKL

KGI - SEPT 2023

C7-4

OAK STONE EAST COMMUNITY DEVELOPMENT DISTRICT

OAK STONE - PHASE 2

SECTION 29 & 30, TWP. 39 S., RGE. 23 E. - DESOTO COUNTY, FL

CONSTRUCTION PLANS

UTILITY PLAN (4 OF 9)

PRELIMINARY

NOT FOR

CONSTRUCTION

DATE: 11/18/20

SCALE: AS SHOWN

BY: [Signature]

CHECKED BY: [Signature]

DATE: 11/18/20

EGE

EGE INC.

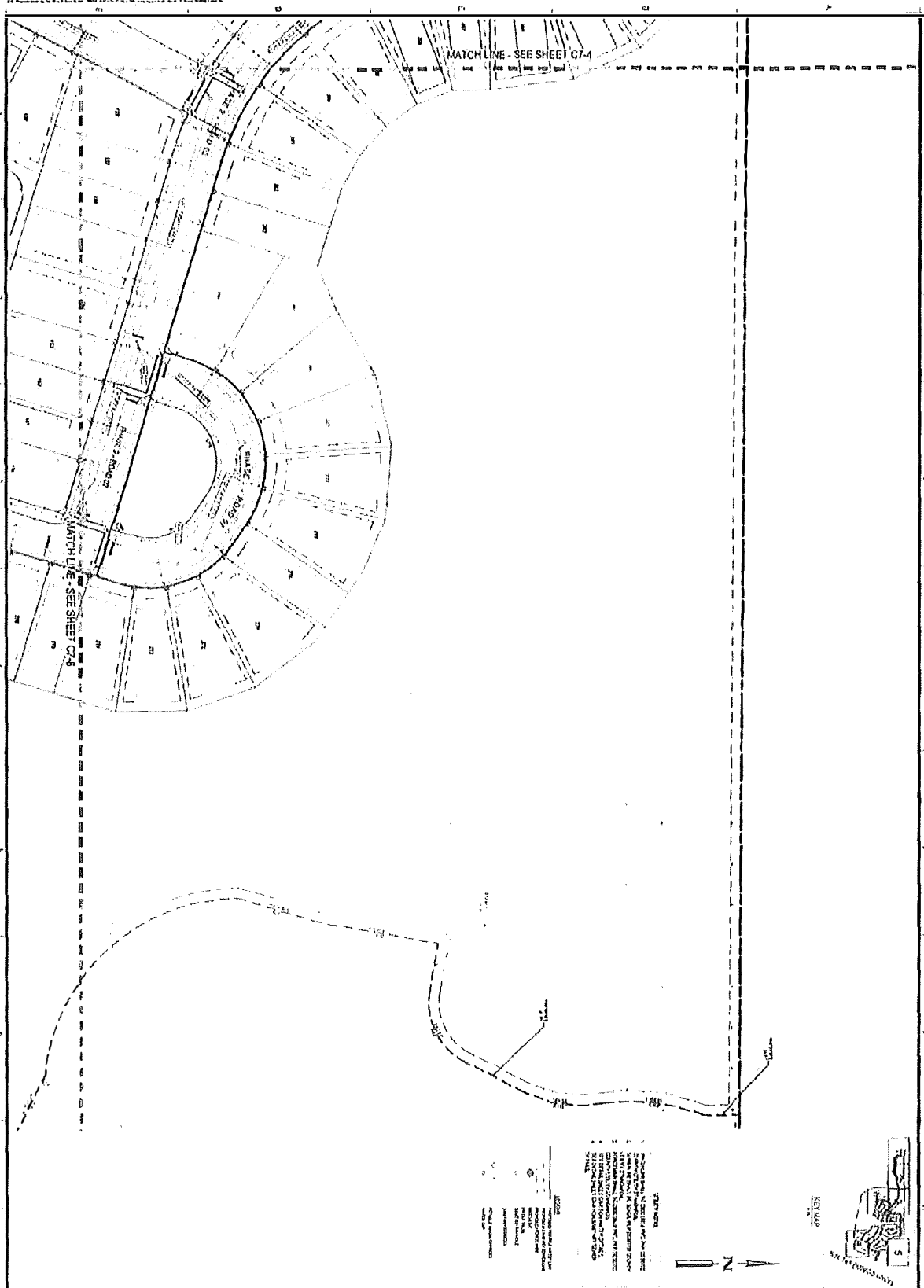
5100 E. Lake Road, Suite 200

Fort Lauderdale, FL 33309

TEL: (954) 344-1111

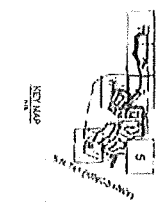
FAX: (954) 344-1112

WWW.EGEINC.COM



MATCH LINE - SEE SHEET C7-4

MATCH LINE - SEE SHEET C7-6



- NOTES**
1. ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY.
 2. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA STATE BOARD OF PROFESSIONAL ENGINEERS AND ARCHITECTS (FSBPEA) AND THE FLORIDA STATE BOARD OF PROFESSIONAL SURVEYORS (FSBPS) PRACTICES AND STANDARDS.
 3. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA STATE BOARD OF PROFESSIONAL ENGINEERS AND ARCHITECTS (FSBPEA) AND THE FLORIDA STATE BOARD OF PROFESSIONAL SURVEYORS (FSBPS) PRACTICES AND STANDARDS.
 4. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA STATE BOARD OF PROFESSIONAL ENGINEERS AND ARCHITECTS (FSBPEA) AND THE FLORIDA STATE BOARD OF PROFESSIONAL SURVEYORS (FSBPS) PRACTICES AND STANDARDS.

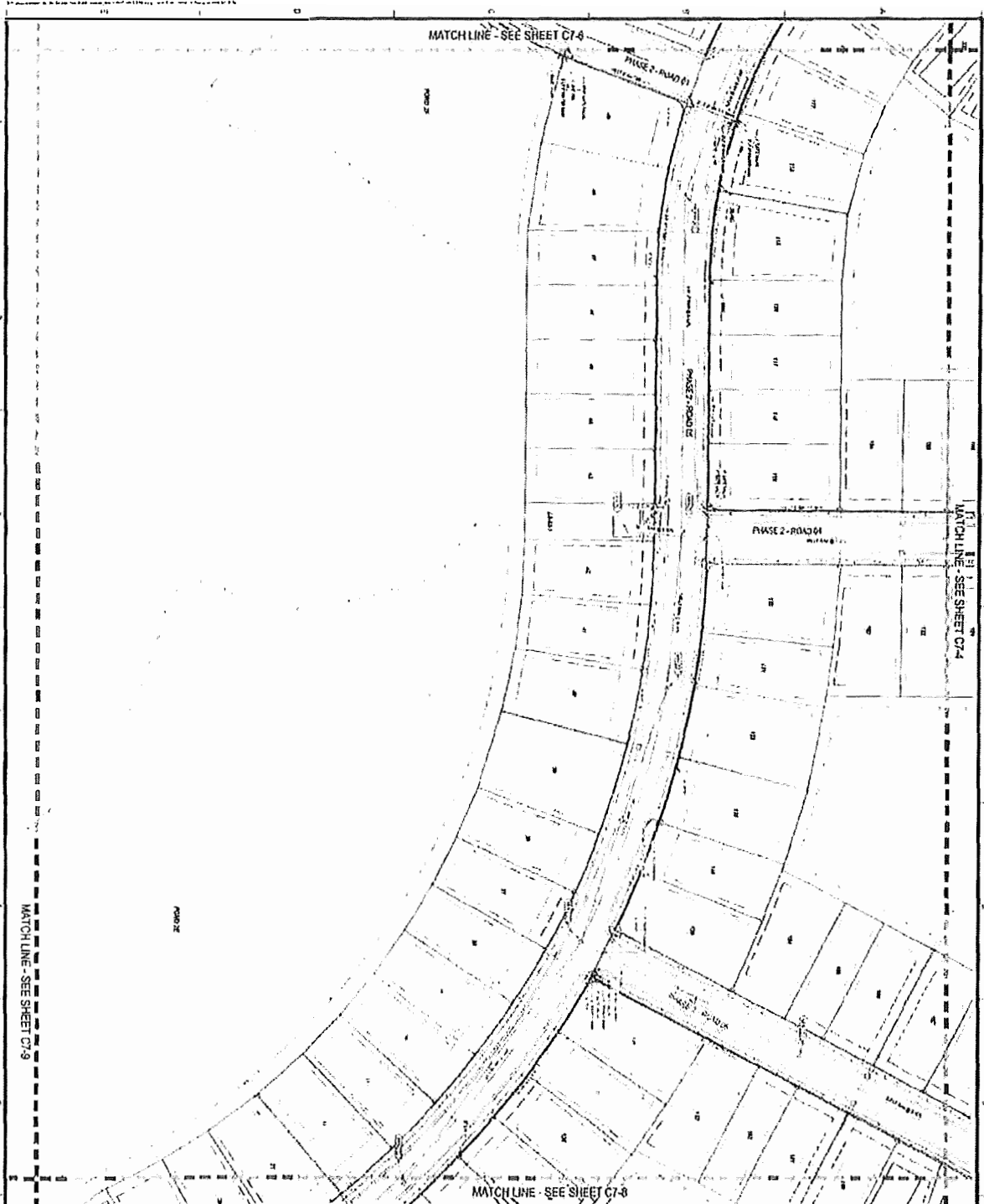
OAK STONE EAST COMMUNITY DEVELOPMENT DISTRICT
OAK STONE - PHASE 2
 SECTION 29 & 30, TWP. 39 S., RGE. 23 E. - DESOTO COUNTY, FL
 CONSTRUCTION PLANS

UTILITY PLAN (5 OF 9)

**PRELIMINARY
 NOT FOR
 CONSTRUCTION**

DATE: 11/18/2023
 DRAWN BY: KGI
 CHECKED BY: AH
 PROJECT NO: 11183-02

11183-02
 KGI
 AH
 11/18/2023
C7-5



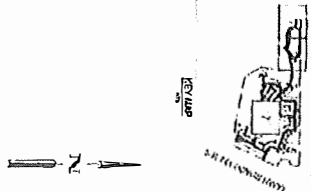
MATCH LINE - SEE SHEET C7-4

MATCH LINE - SEE SHEET C7-4

MATCH LINE - SEE SHEET C7-9

MATCH LINE - SEE SHEET C7-8

- NOTES:**
1. ALL UTILITIES SHOWN ARE BASED ON RECORD PLANS AND FIELD SURVEY.
 2. ALL UTILITIES SHOWN ARE TO BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA STATE BOARD OF PROFESSIONAL ENGINEERS AND ARCHITECTS (FSBPEA) AND THE FLORIDA STATE BOARD OF PROFESSIONAL SURVEYORS (FSBPS) PRACTICE MANUALS.
 3. ALL UTILITIES SHOWN ARE TO BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA STATE BOARD OF PROFESSIONAL ENGINEERS AND ARCHITECTS (FSBPEA) AND THE FLORIDA STATE BOARD OF PROFESSIONAL SURVEYORS (FSBPS) PRACTICE MANUALS.
 4. ALL UTILITIES SHOWN ARE TO BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA STATE BOARD OF PROFESSIONAL ENGINEERS AND ARCHITECTS (FSBPEA) AND THE FLORIDA STATE BOARD OF PROFESSIONAL SURVEYORS (FSBPS) PRACTICE MANUALS.

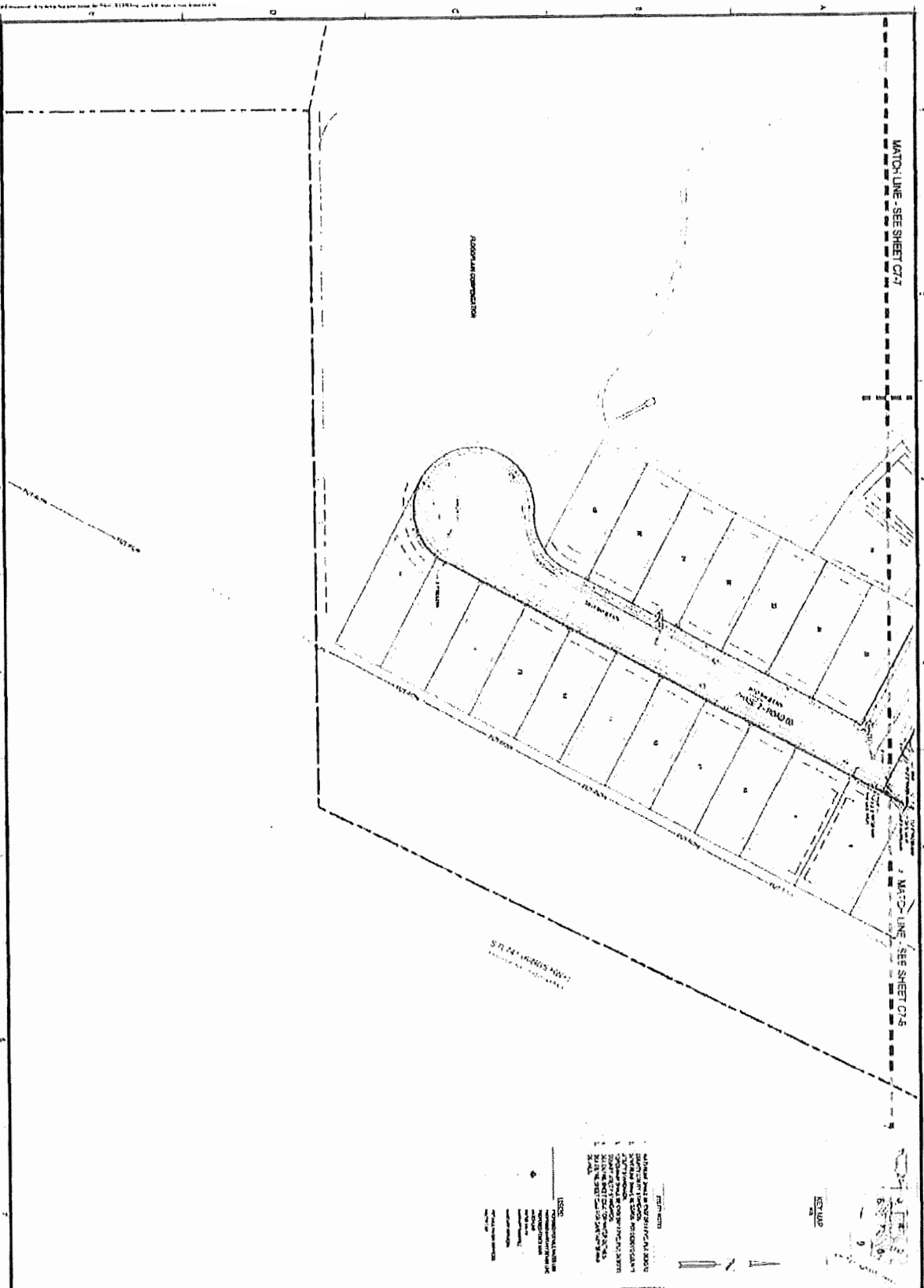


	NG SEPT 2023
	NG SEPT 2023

OAK STONE EAST COMMUNITY DEVELOPMENT DISTRICT
OAK STONE - PHASE 2
 SECTION 29 & 30, TWP. 39 S., RGE 23 E., DESOTO COUNTY, FL
 CONSTRUCTION PLANS
UTILITY PLAN (7 OF 9)

PRELIMINARY
 NOT FOR
 CONSTRUCTION

NG
 SEPT 2023



MATCH-LINE - SEE SHEET C7A

MATCH-LINE - SEE SHEET C7B

ADDITIONAL DIMENSIONS

S. R. 141 - WINDS HWY

NOTES:
 1. ALL UTILITIES SHOWN ARE BASED ON RECORD PLANS AND FIELD SURVEY.
 2. THE LOCATION AND DEPTH OF UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.
 4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES.
 5. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES.
 7. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES.
 8. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES.

LEGEND:
 - WATER MAIN
 - SEWER MAIN
 - GAS MAIN
 - WATER SERVICE LINE
 - SEWER SERVICE LINE
 - GAS SERVICE LINE
 - METER

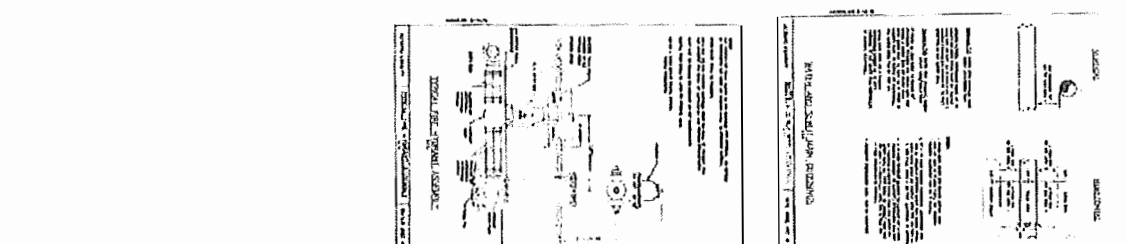
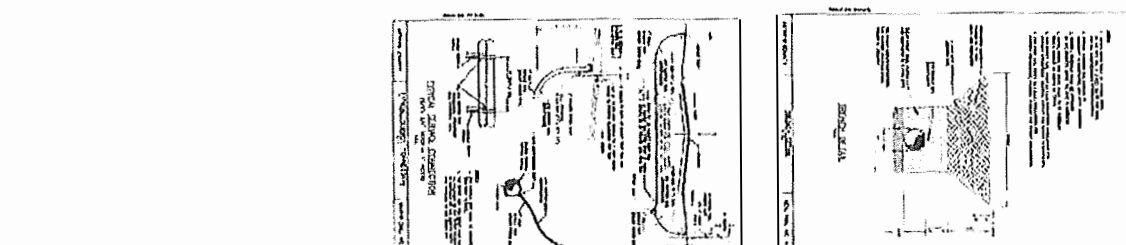
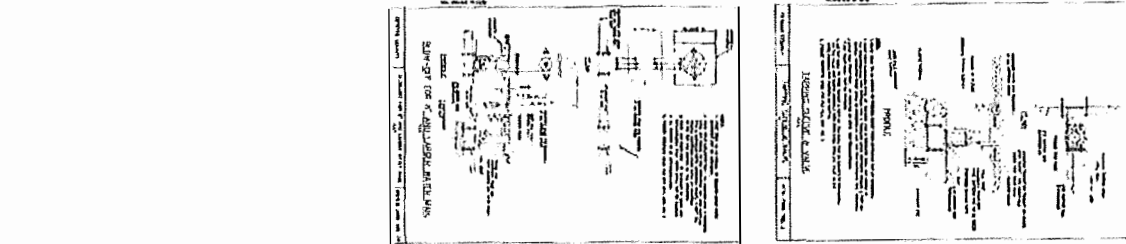
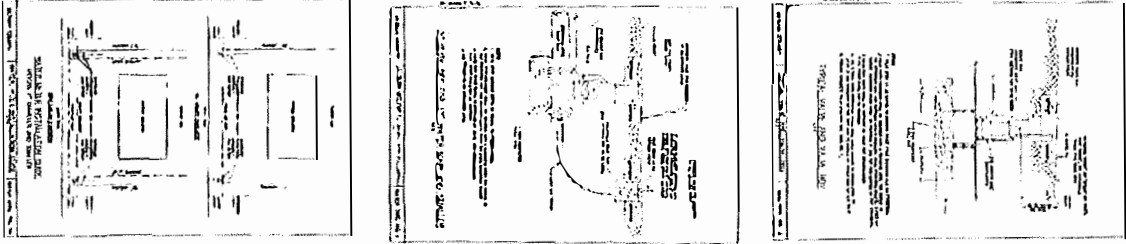
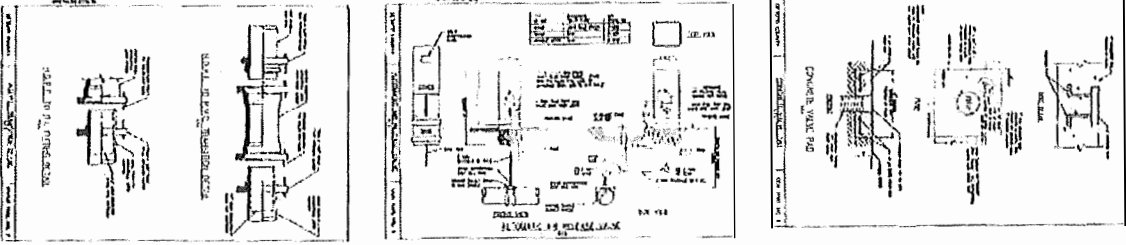
SCALE

DESIGNED BY: [Signature]
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 DATE: [Date]

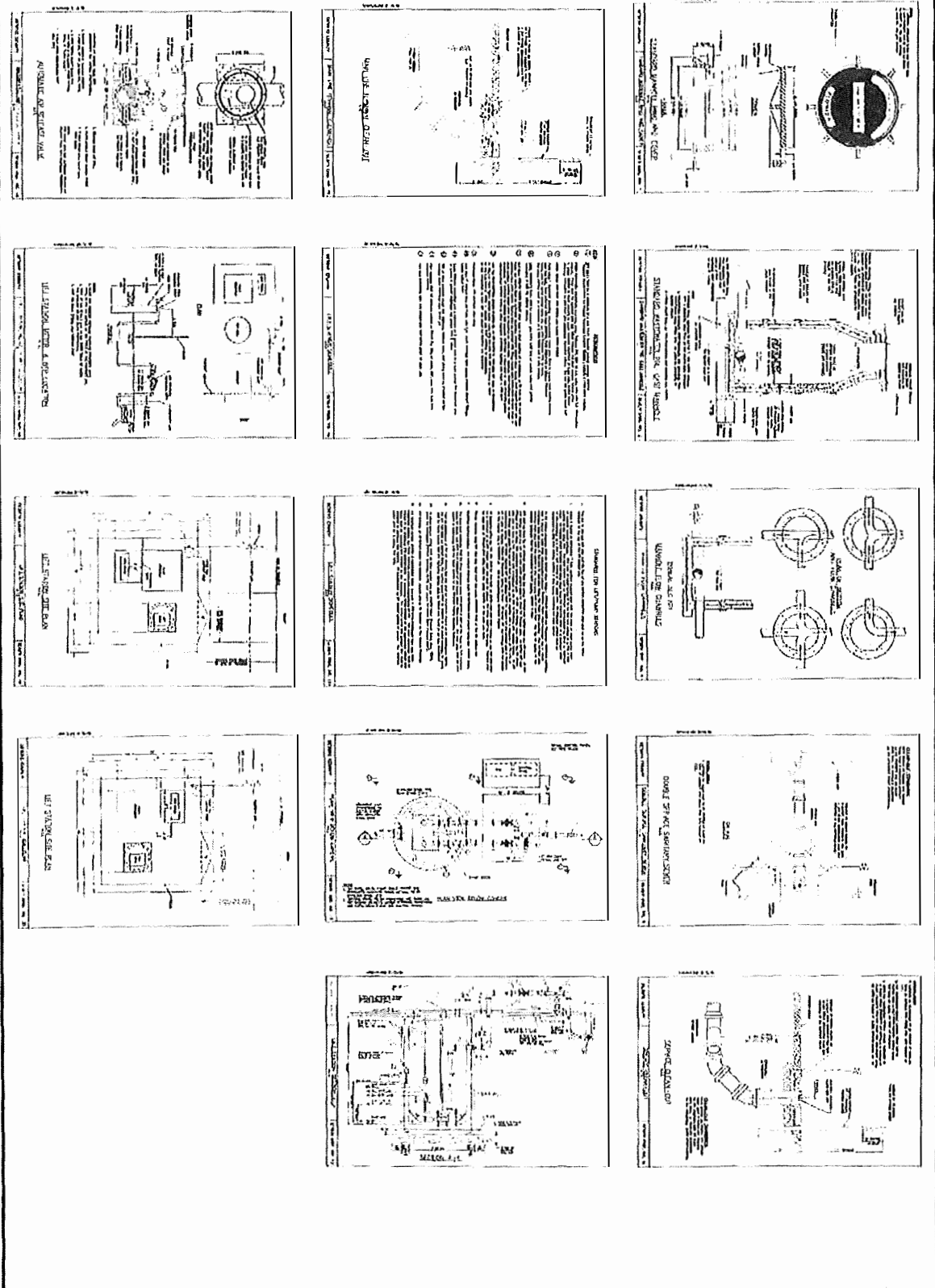
PRELIMINARY
 NOT FOR
 CONSTRUCTION


OAK STONE EAST COMMUNITY DEVELOPMENT DISTRICT
OAK STONE - PHASE 2
 SECTION 29 & 30, TWP. 39 S., RGE. 23 E. - DESOTO COUNTY, FL
 CONSTRUCTION PLANS
UTILITY PLAN (9 OF 9)

	11/15/2023 AH UZDKL
	11/15/2023 KS SEPT 2023
C7.9	



<p>OAK STONE EAST COMMUNITY DEVELOPMENT DISTRICT OAK STONE - PHASE 2 SECTION 29 & 30, TWP. 39 S., RGE. 23 E. - DE SOTO COUNTY, FL</p>	<p>CONSTRUCTION PLANS</p> <p>UTILITY DETAILS (1 OF 2)</p>	<p>PREPARED BY BOB BROWN FOR SOE CONSTRUCTION</p>	<p>OAK STONE EAST COMMUNITY DEVELOPMENT DISTRICT 1115 S. 22nd Ave. OAK STONE, FL 32069 TEL: 904.261.2000 FAX: 904.261.2001</p>






 CITY OF ORLANDO, FLORIDA

PROJECT NO. **11158-02**
 DATE **NOV 2002**
 DRAWING NO. **C9-8**

OAK STONE EAST COMMUNITY DEVELOPMENT DISTRICT
OAK STONE - PHASE 2
 SECT KIN 29 & 30, TWP. 39 S., RGE. 23 E. - DESSOTO COUNTY, FL
 CONSTRUCTION PLANS
 UTILITY DETAILS (2 OF 2)

PREPARED BY
 NOT FOR
 CONSTRUCTION



 CITY OF ORLANDO, FLORIDA

Exhibit D
Plant Construction Schedule

Exhibit D

Estimated Design, Permitting, & Construction Schedule Oak Stone WWTP & Perc Ponds

<u>Critical Tasks</u>	<u>Duration</u>	<u>Start Date</u>	<u>End Date</u>
Complete WWTP & Perc Pond Plans	2 mo	4/25/2024	6/15/2024
Complete FDEP Permit Application & associated Exhibits	2 wks	6/15/2024	6/30/2024
FDEP Review & Approval	2-1/2 mo **	7/1/2024	9/15/2024
Construction Bidding or Negotiating	1 mo	9/15/2024	10/15/2024
Construction Phase	12-15 mo **	10/15/2024	10/15/2025
FDEP Approval to Place into Service	2 wks **	Best Case	11/1/2025
Construction Completion		Worst Case	1/15/2026
FDEP Approval to Place into Service	2 wks **	Worst Case	2/1/2026

** Schedule depends on other entities

Exhibit E

Form Utility Conveyance Agreement

UTILITY CONVEYANCE AGREEMENT

This Utility Conveyance Agreement (“Agreement”) is made and entered into by and between [•] (the “Utility”) and [•] (the “Developer”).

RECITALS

A. On or about _____, 202__, Utility and Developer entered into an Agreement to Provide Wastewater Service (“Developer Agreement”), pursuant to which Utility agreed to provide retail wastewater service to the Land.

B. The Developer Agreement, a true and correct copy of which is attached hereto as **Exhibit 1**, is incorporated by this reference.

C. Developer now wishes to convey, and Utility wishes to take title to, the System, which have been constructed by Developer, so that Utility can provide wastewater service to the Land.

AGREEMENT

For and in consideration of the premises and of the mutual obligations, covenants, and benefits hereinafter set forth, Utility and Developer contract and agree as follows:

2. **Definitions.** Unless a different meaning is ascribed herein, capitalized terms used herein shall have the same meaning as in the Developer Agreement.

3. **Sale and Purchase.** Developer hereby sells, conveys, transfers, and delivers to Utility all of the System (“System Facilities”) along with, to the extent assignable, the permits listed on Schedule 2 attached hereto, free and clear of all liens, claims, encumbrances, options, charges, reservations, or restrictions; **provided however** that Utility acknowledges that the System Facilities will be located in, on or under land which is encumbered by water, sewer and/or general utility easement(s) recorded in the public records of the County and/or included in recorded plat(s) encumbering such land.

4. **Assignment.** Developer hereby assigns all of its rights under the construction contracts for the construction of the System Facilities to Utility and agrees to make provision for the transfer of any performance and payment bonds, and guarantees and warranties executed by the contractor and all other

rights of Developer pursuant to the provisions of such construction contracts. Developer shall provide Utility a copy of each construction contract.

5. Representations by Developer. Developer represents to Utility that:

(a) Title. All the properties of Developer covered by this Agreement are hereby conveyed to Utility, free and clear of all liens, claims, encumbrances, options, charges, reservations, and restrictions.

(b) Rights-of-Way, Easements, etc. Developer represents and warrants that the System Facilities are located in public utility easements as shown on recorded plats or easements sufficient for the operation thereof that are assigned to Utility. Developer further represents that all governmental permits required for the System Facilities (excluding any governmental permits required for the Plant), including their construction, have been obtained.

(c) Additional Easement(s). All of the System Facilities that are not located in public utility easements as shown on recorded plats are within easements granted to the Utility, which are being specifically assigned to Utility in a form reasonably acceptable to Utility. The private easements are as follows: _____

(d) Possession. Developer is in possession of the System Facilities and Developer has received no written objection to the location or use of the System Facilities or adverse claims of title to the lands, easements, rights-of-way, licenses, permits, or leases on which the System Facilities are situated is presently being asserted by any person or persons.

(e) Legal Proceedings. There are no actions, suits, or proceedings pending or, to the knowledge of Developer, threatened or affecting the properties to be sold hereunder and there are no pending condemnation proceedings of which Developer is aware connected with the System Facilities or other properties to be conveyed hereunder.

(f) Material Defects in System Facilities. Developer represents and warrants that the System Facilities does not have any material defects that would prohibit Utility's use of the System Facilities to be conveyed hereunder.

(g) Authorization. This Agreement, the transactions contemplated herein, and the execution and delivery of this Agreement have been duly authorized by Developer.

(h) No Violation of Other Contracts. This Agreement, and the warranties, representations, and covenants contained herein, and the consummation of the transactions contemplated herein will not violate or constitute a breach of any contract or other agreement to which Developer is a party.

(i) "Record" or "As-Built" Drawings and Engineer's Certificate. Contemporaneously herewith Developer has provided Utility with a complete set of "record or as-built" drawings, together with a certificate by a registered professional engineer that the System Facilities were constructed as indicated on the drawings.

6. Plans and Specifications. Developer warrants and represents that the System Facilities are constructed in accordance with the plans and specifications previously approved by the Utility in accordance with the Developer Agreement.

7. Expenses. Except as specifically set forth herein, each party shall pay its own expenses incident to carrying this Agreement into effect and consummating all transactions contemplated hereby. All ad valorem or property taxes applicable to the System Facilities to the date of closing, including, without limitation, all taxes for | _____ | and any "rollback" taxes assessed due to a change in land usage, shall be the obligation of Developer.

8. Further Assurances. Developer agrees that from time to time and upon the request of Utility, Developer will execute and deliver such other instruments of conveyance and transfer and take such other action as may be reasonably required to more effectively convey, transfer to, and vest in Utility and to put Utility in possession of all of the System Facilities conveyed, transferred, and delivered hereunder.

9. Representations Survive Conveyance. The agreements and representations made by the parties to this Agreement shall survive the conveyance of the System Facilities.

10. Miscellaneous. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida and can be changed or terminated only by an agreement in writing signed by the parties hereto. This Agreement embodies the entire understanding between the parties and there are no prior effective representations, warranties, or agreements between the parties. Venue for any dispute arising out of this Agreement shall be the courts in and for DeSoto County, Florida.

* * * * * *Signature Page Follows* * * * * *

WITNESS the execution of this Agreement in multiple counterparts, each of equal dignity, as of the ____ day of _____, 20__.

[•]

By: _____
Name:
Title:

[•]

By: _____
Name:
Title:

THE STATE OF FLORIDA §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 20__, by _____, _____ of _____, on behalf of said _____.

Notary Public Signature

(Seal)

0 0 0 0 0 0 0 0

THE STATE OF _____ §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 20__, by _____, _____ of _____, on behalf of said limited liability company.

Notary Public Signature

(Seal)

Exhibit F

Fill Dirt Quantity Not To Exceed 48,000 cubic yards

“Fill Dirt” shall have the meaning as set forth in the Purchase Agreement.

Exhibit G

Permitted Exceptions

Each of the title exceptions listed in the Owner's Title Insurance Policy for the Land.

Exhibit H
Plant Construction Phasing
Phase 1: 260 LUE's
Phase 2: 870 LUE's
Phase 3: 870 LUE's
Total: 2,000 LUE's

Exhibit 1

Financing for capital projects would be funded from a mix of shareholder equity and debt financing. While Ni Florida currently holds no debt (i.e., its present capital structure is 100% equity), it has access to debt and equity funding from its parent, SouthWest Water Company (“SouthWest”). The cost of debt at SouthWest as of May 31, 2024 is 5.71%. Ni Florida anticipates using a proxy capital structure based on applicable SouthWest data. Under this construct, unless Ni Florida issues its own debt, there are no expected impacts to Ni Florida’s capital structure.

EXHIBIT 3a & b

Proposed Modified Tariff Sheet 18.0

(clean/legislative)

SERVICE AVAILABILITY CHARGES

<u>DESCRIPTION</u>	<u>AMOUNT</u>
<u>MAIN EXTENSION CHARGE</u>	
Residential per ERC (173 gpd treated wastewater demand)	\$1,710.00
All others per gallon.....	\$ 9.88

OAK STONE (DESOTO COUNTY)

<u>DESCRIPTION</u>	<u>AMOUNT</u>
<u>SERVICE AVAILABILITY – CONNECTION CHARGE</u>	
Residential per ERC (230 gpd treated wastewater demand).....	<u>\$4,140.00</u>

EFFECTIVE DATE –JUNE 23,2022

TYPE OF FILING –PRICE INDEX AND PASS-THROUGH TERRITORY EXTENSION

WS-2022-0062

CRAIG SORENSEN
ISSUING OFFICER

PRESIDENT
TITLE

SERVICE AVAILABILITY CHARGES

<u>DESCRIPTION</u>	<u>AMOUNT</u>
<u>MAIN EXTENSION CHARGE</u>	
Residential per ERC (173 gpd treated wastewater demand)	\$1,710.00
All others per gallon.....	\$ 9.88

OAK STONE (DESOTO COUNTY)

<u>DESCRIPTION</u>	<u>AMOUNT</u>
<u>SERVICE AVAILABILITY – CONNECTION CHARGE</u>	
Residential per ERC (230 gpd treated wastewater demand).....	\$4,140.00

EFFECTIVE DATE –
TYPE OF FILING – TERRITORY EXTENSION
WS-2022-0062

SEÁN TWOMEY
ISSUING OFFICER

PRESIDENT
TITLE

EXHIBIT 5

Affidavit

AFFIDAVIT

STATE OF FLORIDA)

COUNTY OF Seminole

I hereby certify that on this 16 th day of September, 2024, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Seán Twomey, who, being first duly sworn, states that he is President of Ni Florida Inc. and BU President of Sunshine Water Services, is fully qualified and acting in that capacity, and is authorized to make this oath that Ni Florida, Inc. maintains tariffs and annual reports with the Florida Public Service Commission and that the representations in this application are true and correct to the best of his knowledge and belief, and that to the extent that information and statements therein are derived from or dependent upon the knowledge of other, he believes such to be true and accurate.

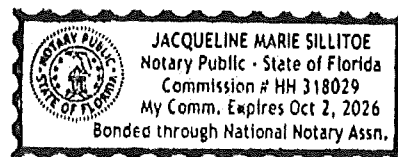
In Witness Whereof, I have hereunto set my hand and seal in the State and County aforesaid as of this 16 th day of September, 2024.



Notary Public
State of Florida, at Large

My Commission Expires:

10-2-26



NOTICE OF APPLICATION OF NI FLORIDA, INC. FOR AUTHORITY
TO AMEND ITS WASTEWATER CERTIFICATE TO
PROVIDE SERVICE IN DESOTO COUNTY TO THE OAKSTONE DEVELOPMENT

[Draft]

Notice is hereby given this _____ day of September, 2024 that Ni Florida, Inc., pursuant to Section 366.071, Florida Statutes, has filed an application with the Florida Public Service Commission requesting to amend its wastewater certificate to enable it to provide wastewater service in DeSoto County, Florida, to a new development, referred to as Oak Stone in the area described as follows:

A tract of land located in Section 29 and 30, Township 39 South, Range 23 East, DeSoto County, Florida, being more particularly described as follows:

BEGINNING at the Southwest corner of said Section 30, run thence N. 00°04'04" E., along the West line of said Section 30, 2188.72 feet to a point on the Northwestly right of way of former Seaboard Coastline Railroad; thence N. 51°14'02" E., along said Northwestly right of way, 4986.09 feet to the North line of said Section 30; thence N. 89°58'19" E., along said North line, 1421.03 feet to the Northeast corner of said Section 30; thence S. 89°36'38" E., along the North line of said Section 29 4605.86 feet; thence leaving said North line, run S. 00°23'20" W., 34.71 feet; thence 100.85 feet in a southerly direction along a non-tangent curve turning to the left, having a central angle of 30°24'43", with a radius of 190.00 feet, having a chord bearing of S. 06°48'06" W. and a chord distance of 99.67 feet; thence 83.35 feet in a southerly direction along a reverse tangent curve turning to the right, having a central angle of 35°22'29", with a radius of 135.00 feet, having a chord bearing of S. 09°16'50" W. and a chord distance of 82.03 feet; thence S. 26°58'16" W., 61.41 feet; thence 82.82 feet in a southwestly direction along a tangent curve turning to the right, having a central angle of 73°00'14", with a radius of 65.00 feet, having a chord bearing of S. 63°28'22" W. and a chord distance of 77.33 feet; thence N. 79°34'21" W., 46.99 feet; thence S. 10°01'10" W., 120.33 feet; thence S. 16°33'09" W., 80.52 feet; thence 285.38 feet in a southeastly direction along a non-tangent curve turning to the left, having a central angle of 86°03'29", with a radius of 190.00 feet, having a chord bearing of S. 41°37'10" E. and a chord distance of 259.30 feet; thence S. 63°01'45" E., 65.00 feet to the Westly right of way of State Road S-741 (Kings Highway) (County Road 769); thence along said Westly right of way the following four (4) courses: 1) S. 26°58'16" W., 176.42 feet; 2) S. 29°13'31" W., 74.10 feet; 3) S. 63°47'30" E., 17.90 feet; 4) S. 26°12'30" W., 1236.72 feet to the North right of way of 33rd Avenue, per Plat Book 4, Page 10 of the Public Records of DeSoto County; thence S. 89°36'40" W., along said North right of way 681.34 feet to the West right of way of Rainey Street, per aforesaid Plat Book 4, Page 10; thence S. 00°06'22" W., along said West right of way 320.01 feet to the South right of way of 32nd Avenue, said Plat Book 4, Page 10; thence N. 89°36'40" E., along said North right of way 523.88 feet to aforesaid Westly right of way of State Road S-741; thence S. 26°12'30" W., along said Westly right of way 305.52 feet; thence leaving said Westly right of way, run N. 89°53'26" W., 799.38 feet; thence S. 00°01'12" E., 520.04 feet; thence N. 89°53'04" W., 2883.60 feet to a point on the West line of aforesaid Section 29; thence N. 89°14'49" W., 3311.55 feet; thence S. 00°02'53" W., 2192.59 feet to the South line of aforesaid Section 30; thence N. 89°07'20" W., 1999.84 feet to the **POINT OF BEGINNING**.

The title is: Application for Amendment to Certificate 1045 by Ni Florida, Inc. to Include Service to Oak Stone Development in DeSoto County, Florida. The Docket number for the application is Docket No. _____. Any objections to the Application must be made in writing and filed with the Office of Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399- 0850, no later than 30 days from the last date this Notice was mailed or published, with a copy to Beth Keating, Esquire, Gunster Law Firm, 215 S. Monroe St., Florida 32301. The objection must state the grounds for the objection with particularity.

ATTACHMENT C

Resolution 2023-97 of the DeSoto County Board of County

Commissioners

BOARD OF COUNTY COMMISSIONERS
OF
DESOTO COUNTY, FLORIDA

RESOLUTION NO. 2023- 97

REGARDING

OPERATION OF NI FLORIDA, INC., A SUBSIDIARY OF SOUTHWEST WATER
COMPANY

IN DESOTO COUNTY

Adopted on July 25, 2023

DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS

RESOLUTION NO. 2023-97

A RESOLUTION OF THE DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS RECOGNIZING OPERATION OF WASTEWATER UTILITY BY NI FLORIDA; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the DeSoto County Board of County Commissioners presently retains jurisdiction to regulate privately held water and wastewater system utilities pursuant to Resolution No. 97-21 and Section 367.171, Florida Statutes; and

WHEREAS, the DeSoto County Utilities Department (the “Department”) maintains and operates municipal water and wastewater utility facilities in DeSoto County; and

WHEREAS, the County is desirous of protecting the Department’s utility service territory and continuing to serve the residents of DeSoto County in all instances where appropriate and feasible; and

WHEREAS, Oak Stone, LLC. has proposed the Oak Stone Master Planned Development (“Oak Stone”), consisting of 81 parcels located west/northwest of SW County Line Road 769; and

WHEREAS, the anticipated total wastewater connections for the Oak Stone development proposed by Oak Stone, LLC. is approximately 2,089 new wastewater connections; and

WHEREAS, the Department’s wastewater facilities would face significant challenges in the near term, and for the foreseeable future, if required to handle the anticipated new wastewater connections in this particular area of the County; and

WHEREAS, the County is desirous of appropriate development taking place in the identified area of the County and anticipates that such development will be a valuable economic generator for the County; and

WHEREAS, Ni Florida, Inc., a subsidiary of SouthWest Water Company (herein “Ni”) desires to provide wastewater service to the specified developments and is capable of doing so; and

WHEREAS, Ni currently holds certificates issued by the Florida Public Service Commission to provide water and wastewater service in Pasco County and Lee County, respectively; and

WHEREAS, Ni desires to provide wastewater service to the referenced area and does not intend to otherwise impinge upon the Department’s service territory, unless otherwise deemed acceptable by the County and reflected in a subsequent resolution; and

WHEREAS, in order to serve the referenced area, Ni anticipates seeking Florida Public Service Commission approval to extend its wastewater service territory to include only the referenced area in DeSoto County;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DESOTO COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1: Words importing singular number shall include the plural number in each case and vice versa, and words importing persons shall include firms, corporations or other entities, including governments or governmental bodies. The pronouns used herein shall be construed as masculine, feminine or neuter, as the occasion may require. References to Florida Statutes are to Florida Statutes (2023), as amended.

SECTION 2: In recognition and acceptance of the commitments made by Ni as set forth in Exhibit “A” to this Resolution, and incorporated herein by reference, the DeSoto County Board of County Commissioners hereby determines that it is in the best interests of the citizens and residents of DeSoto County that Ni Florida, Inc., (“Ni”) a private, for profit wastewater utility shall be allowed to provide wastewater service in the “Ni Service Area” as defined and described in Exhibit “A” hereto and that such service may be subject to the regulation and oversight of the Florida Public Service Commission as provided in Chapter 367, Florida Statutes, if the Florida Public Service Commission determines Section 367.171(7), Florida Statutes, applies to Ni’s service in the Ni Service Area; provided that DeSoto County’s determinations herein are conditioned upon Ni entering into an agreement with DeSoto County codifying and confirming the representations and obligations included in Exhibit “A” to this Resolution.

SECTION 3: The DeSoto County Administrator is hereby directed and authorized to notify the Florida Public Service Commission of the adoption of this resolution by mailing a certified copy of this resolution to the Florida Public Service Commission upon execution of the agreement referenced in Section 2 hereof.

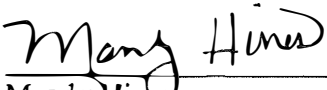
SECTION 4: This Resolution shall take effect immediately upon its adoption.

[Signature Page Follows]

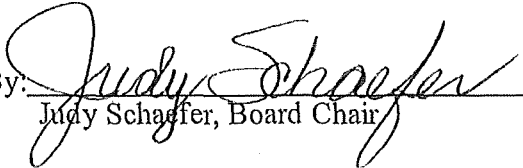
PASSED AND DULY ADOPTED by the Board of County Commissioners of DeSoto County, Florida this 25th day of July, 2023.

BOARD OF COUNTY COMMISSIONERS OF
DESOTO COUNTY, FLORIDA

ATTEST:




Mandy Hines
County Administrator

By: 

Judy Schaefer, Board Chair

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



Donald D. Conn, County Attorney

[SEAL]

**AGREEMENT CONCERNING SERVICE AREA
OF NI FLORIDA, INC., IN DESOTO COUNTY, FLORIDA**

THIS AGREEMENT is made and entered into this 31 day of July, 2023, by and between **NI FLORIDA, INC.**, a subsidiary of **SOUTHWEST WATER COMPANY**, a Delaware for profit corporation, registered to do business in the State of Florida, and **DESOTO COUNTY, FLORIDA**, a political subdivision of the State of Florida, acting by and through the DeSoto County Board of County Commissioners, hereinafter referred to as the "Parties".

RECITALS

WHEREAS, the DeSoto County Board of County Commissioners presently retains jurisdiction to regulate privately held water and wastewater system utilities pursuant to Resolution No. 97-21 and Section 367.171, Florida Statutes; and

WHEREAS, the DeSoto County Utilities Department (the "Department") maintains and operates municipal water and wastewater utility facilities in DeSoto County; and

WHEREAS, the County is desirous of protecting the Department's utility service territory and continuing to serve the residents of DeSoto County in all instances where appropriate and feasible; and

WHEREAS, Oak Stone, LLC. has proposed the Oak Stone Master Planned Development ("Oak Stone"), consisting of 81 parcels located west/northwest of SW County Line Road 769; and

WHEREAS, the anticipated total wastewater connections for the Oak Stone development proposed by Oak Stone, LLC. is approximately 2,089 new wastewater connections; and

WHEREAS, the Department's wastewater facilities would face significant challenges in the near term, and for the foreseeable future, if required to handle the anticipated new wastewater connections in this particular area of the County; and

WHEREAS, the County is desirous of appropriate development taking place in the identified area of the County and anticipates that such development will be a valuable economic generator for the County; and

WHEREAS, Ni Florida, Inc., a subsidiary of Southwest Water Company (herein "Ni") desires to provide wastewater service to the specified developments and is capable of doing so; and

WHEREAS, Ni currently holds certificates issued by the Florida Public Service Commission to provide water and wastewater service in Pasco County and Lee County, respectively; and

WHEREAS, Ni desires to provide wastewater service to the referenced area and does not intend to otherwise impinge upon the Department's service territory, unless otherwise deemed acceptable by the County and reflected in a subsequent resolution;

WHEREAS, in order to serve the referenced area, Ni anticipates seeking Florida Public Service Commission approval to extend its wastewater service territory to include only the referenced area in DeSoto County;

WHEREAS, on July 25, 2023, the DeSoto County Board of County Commissioners approved Resolution 2023-97 in which it determined that it is in the best interests of the citizens and residents of DeSoto County that Ni Florida, Inc., ("Ni") a private, for profit wastewater utility shall be allowed to provide wastewater service in the "Ni Service Area" as defined and described in Exhibit "A" thereto and that such service may be subject to the regulation and oversight of the Florida Public Service Commission as provided in Chapter 367, Florida Statutes, if the Florida Public Service Commission determines Section 367.171(7), Florida Statutes, applies to Ni's service in the Ni Service Area; and

WHEREAS, Resolution 2023-97 directed and authorized the DeSoto County Administrator to notify the Florida Public Service Commission of the adoption of Resolution 2023-97 by mailing a certified copy of Resolution 2023-97 to the Florida Public Service Commission upon execution of this Agreement between the Parties.

NOW, THEREFORE, in consideration of the foregoing premises, which shall be deemed an integral part of this Agreement, and for other good and valuable consideration, the sufficiency and adequacy of which are hereby acknowledged, **NI FLORIDA, INC.**, and **DESOTO COUNTY, FLORIDA**, intending to be legally bound, agree as follows:

1. The recitals set forth above true and correct and incorporated by reference into this Agreement.
2. Ni Florida, Inc, specifically acknowledges and agrees to comply with and be bound by the provisions, obligations and limitations set forth in Exhibit "A" hereto.
3. The Parties agree that Exhibit "A" is enforceable by DeSoto County, Florida, against Ni Florida, Inc., to the fullest extent of the law.
4. This Agreement shall take effect on the date first written above.

IN WITNESS WHEREOF, the Parties hereto, have caused these presents to be executed by their duly qualified representatives on the day and year first written above.

WITNESSES:

Lauren Hutson
Signature

LAUREN HUTSON
Print Name

Dorian J. Barnes
Signature

Dorian J. Barnes
Print Name

NI FLORIDA, INC.

By: Craig Sorensen
Craig Sorensen, P.E.

Its: President/Director – Ni Florida, Inc.

ATTEST:

Mandy J. Hines
Mandy J. Hines, County Administrator

**BOARD OF COUNTY COMMISSIONERS OF
DESOTO COUNTY, FLORIDA**

By: Judy Schaefer
Judy Schaefer, Board Chair

APPROVED AS TO FORM AND SUFFICIENCY:

Donald D. Conn
Donald D. Conn, County Attorney

EXHIBIT A

In recognition and agreement with Resolution No. 2023-97 adopted by the DeSoto County Board of County Commissioners, Ni Florida, Inc. ("Ni") hereby agrees as follows:

Ni Service Area: The following described lands located in DeSoto County, Florida, as also reflected on Exhibit B hereto shall comprise Ni's entire Service Area:

A parcel of land lying in Sections 29 and 30, Township 39 South, Range 23 East, DeSoto County, Florida, including ALL of STONEYBROOK OAKS, according to the plat thereof, as recorded in Plat Book 9, Page 92, of the Public Records of DeSoto County, Florida, being more particularly described as follows:

COMMENCE at the Southwest corner of said Section 30 for a POINT OF BEGINNING, said point also being the Southwest corner of said STONEYBROOK OAKS, run thence along the West boundary of said Section 30, N.00°04'03"E., a distance of 2188.71 feet to a point of intersection with the Northwesterly boundary of the former (100 foot wide) right-of-way for the Seaboard Coastline Railroad; thence along said Northwesterly boundary of the former (100 foot wide) right-of-way for the Seaboard Coastline Railroad, N.51°14'02"E., a distance of 4986.09 feet to a point on the North boundary of said Section 30; thence along said North boundary of Section 30, N.89°58'19"E., a distance of 1421.03 feet to the Northwest corner of said Section 29; thence along the North boundary of said Section 29, S.89°36'38"E., a distance of 4985.85 feet to a point on the Westerly boundary of the right-of-way for State Road No. S-741 (Kings Highway) (County Road 769), according to Florida Department of Transportation Right of Way Map Section 04504-2601; thence along said Westerly boundary of the right-of-way for State Road No. S-741 (Kings Highway) (County Road 769), the following four (4) courses: 1) S.26°58'15"W., a distance of 975.10 feet; 2) S.29°13'31"W., a distance of 74.10 feet; 3) S.63°47'30"E., a distance of 17.90 feet; 4) S.26°12'30"W., a distance of 1236.72 feet to a point of intersection with the Northerly boundary of the right-of-way for 33rd Avenue, according to UNIT A PLATTSBURG SUBDIVISION, as recorded in Plat Book 4, Page 20, of the Public Records of DeSoto County, Florida; thence along said Northerly boundary of the right-of-way for 33rd Avenue, S.89°36'40"W., a distance of 681.34 feet to a point of intersection with the Westerly boundary of the right-of-way for Rainey Street, according to said UNIT A PLATTSBURG SUBDIVISION; thence along said Westerly boundary of the right-of-way for Rainey Street, S.00°06'22"W., a distance of 320.01 feet to a point of intersection with the Southerly boundary of the right-of-way for 32nd Avenue, accordingly to said UNIT A PLATTSBURG SUBDIVISION; thence along said Southerly boundary of the right-of-way for 32nd Avenue, N.89°36'40"E., a distance of 523.88 feet to a point of intersection with the aforesaid Westerly boundary of the right-of-way for State Road No. S-741 (Kings Highway) (County Road 769); thence along said Westerly boundary of the right-of-way for State Road No. S-741 (Kings Highway) (County Road 769), S.26°12'30"W., a distance of 305.52 feet to a point on the North boundary of the South 1/2 of the aforesaid Section 29; thence along said North boundary of the South 1/2 of Section 29, N.89°53'26"W., a distance of 799.38 feet to the Northwest corner of that certain parcel conveyed

by Quitclaim Deed, as recorded in Instrument Number 2003010255, of the Public Records of DeSoto County, Florida; thence along the Westerly boundary of said parcel, S.00°01'12"E., a distance of 520.04 feet to the Southwest corner thereof, also being a point on the Southerly boundary of the aforesaid STONEYBROOK OAKS; thence along said Southerly boundary of STONEYBROOK OAKS, the following four (4) courses: 1) N.89°53'04"W., a distance of 2883.60 feet to a point on the East boundary of the Southeast 1/4 of the aforesaid Section 30; 2) N.89°14'49"W., a distance of 3311.55 feet; 3) S.00°02'53"W., a distance of 2192.59 feet to a point on the South boundary of the Southwest 1/4 of said Section 30; 4) along said South boundary of the Southwest 1/4 of Section 30, N.89°07'20"W., a distance of 1999.84 feet to the POINT OF BEGINNING.

Injunction: Ni stipulates and agrees that it will not seek to expand the Ni Service Area described in this Exhibit "A" unless requested and approved in writing by DeSoto County. Ni further stipulates and agrees to the granting of injunctive relief and award of fees and costs in favor of the County in the event Ni attempts to seek additional service territory within DeSoto County beyond that described in this Exhibit "A".

Utility's Obligation: Ni shall be responsible for the design, permitting, construction, and operation of a wastewater treatment plant with an initial capacity of 200,000 gallons and the associated wastewater facilities needed in order to provide such services to its proposed certificated service territory in DeSoto County. Once utilization of the plant is at or nearing 80% capacity, Ni will take the necessary steps to expand the plant's capacity to ensure the remainder of Oak Stone will have adequate wastewater capacity to complete the development. Ni shall not build any water, wastewater or reclaimed water facilities in DeSoto County outside the Ni Service Area described herein, unless otherwise approved by the County. The County's choice to approve or disapprove such construction outside the Ni Service Area shall be in the County's sole discretion.

County Inspection Rights: The infrastructure shall be built in accordance with professional engineering standards and in compliance with the Florida Department of Environmental Protection ("DEP") rules, specifications and standards, and any applicable County construction standards that do not otherwise conflict with DEP requirements. Construction plans shall be provided to the County for review. The County shall have thirty (30) days to complete such review and provide comments to Ni. The County may conduct periodic inspections, both during and after the construction of such infrastructure facilities in order to ensure that the infrastructure is being properly constructed, operated and maintained. Ni further agrees to provide at no cost to the County as-built plans upon completion of construction. The as-built plan submission shall include paper (blueprints), reproducible (mylars), and electronic (CD format) copies that reference the Florida State Plane Coordinate System with two or more point references. Ni shall also provide video inspection of all pipelines where such inspection is feasible. Ni also agrees to file annual operation, maintenance and financial reports with the County Administrator and Utilities Director by May 1st of each year.

Access Fee: In recognition of good faith and community partnership recognized by Resolution No. 2023-97, Ni agrees to pay to the County, in lieu of a franchise fee, an access fee of 2% of the wastewater revenues generated in DeSoto County, net of the applicable regulatory assessment fee paid to the Florida Public Service Commission.

Reuse: Ni will explore the feasibility of utilizing the reclaimed water from the system to provide reuse water in DeSoto County.

Service and Community Partner: Ni commits to being a reliable service provider and community partner for DeSoto County, including, but not limited to focused assistance in the event of storm events and natural disasters; 24/7 customer service, online billing, and ability to utilize credit card payments to all utility customers.

Termination: Ni Florida, Inc.'s commitments herein shall terminate immediately in the event of any determination by the Florida Public Service Commission that Ni is not subject to regulation by the Florida Public Service Commission. Likewise, in the event that the Florida Public Service Commission determines that Ni is not subject to regulation Florida Public Service Commission oversight, Ni acknowledges that it will apply for a franchise certificate and comply with the County's franchise ordinance as it pertains to wastewater service if it desires to provide or continue providing wastewater service in DeSoto County.

ATTACHMENT D

Cost of Service Analysis

And

Proposed Service Availability Charge Calculation

Ni Florida, Inc.
Oak Stone Development Agreement - DeSoto County
Proposed Availability Charge

Attachment D

Projected December, Year 10 (at Design Capacity)

Line No.	Description	WWTP	Collection System	Total Wastewater
1	Gross Plant Assets	\$ 10,732,500	\$ 12,870,000	\$ 23,602,500
2	Land	\$ 1,080,000	\$ -	\$ 1,080,000
3	Depreciable Plant	\$ 9,652,500	\$ 12,870,000	\$ 22,522,500
4	Accumulated Depreciation	\$ (3,901,587)	\$ (1,993,660)	\$ (5,895,247)
5	Net Plant, including Land	\$ 6,830,913	\$ 10,876,340	\$ 17,707,253
6	Collection Lines, Gross Amount		\$ 12,870,000	\$ 12,870,000
7	Minimum Level of CIAC			54.53%
8	Future Customers (ERCs)			1,950
9	Composite Depreciation Rate	4.00%	2.88%	3.36%
10	Proposed Service Availability Charge			\$ 4,140
11	Level of CIAC at Design Capacity			97.21%
12	Level of CIAC at Design Capacity w/o Availability Charge			61.42%
13	% Developer Contributed	0.00%	100.00%	54.53%

ATTACHMENT E

Statement of Registered PE

Key Engineering Associates, Inc.

ATTACHMENT E

OAK STONE

OAK STONE PROJECTED POTABLE WATER SYSTEM DEMAND & PROJECTED WASTEWATER TREATMENT CAPACITY

Oak Stone's zoning is currently capped at 2,089 units, but Oak Stone intends to construct 2,000 units. Therefore, Oak Stone's wastewater facilities, at ultimate buildout, is sized for 2,000 units. Capacity $Q = 2,000 \text{ units} \times 230 \text{ gpd per unit} = 460,000 \text{ gpd} = 0.460 \text{ MDG}$

Similarly, the Oak Stone master water meter(s) & water distribution will be appropriately sized for 2,000 units.

OAK STONE WASTEWATER TREATMENT FACILITIES PROJECTED CONSTRUCTION PHASING & COSTS

Oak Stone's wastewater treatment facilities will be constructed in 3 phases. The first phase of construction will be sized for the first 260 units. The WWTP will be a 60,000 gpd precast concrete WWTP and perc ponds with a 260,000 gpd capacity. The projected wastewater treatment capital cost for Oak Stone's first phase, including land acquisition costs for the wastewater utility parcel, is \$2,450,000.

The second phase of Oak Stone's wastewater treatment capacity will be sized for 870 units. The WWTP will be a 200,000 gpd precast concrete WWTP. The projected wastewater treatment capital cost for Oak Stone's second phase is \$2,410,000.

The final phase of Oak Stone's wastewater treatment capacity will be sized for the remaining 870 units. This wastewater treatment expansion project will be a 200,000 gpd precast concrete WWTP, along with a 200,000 gpd expansion of the perc ponds. The projected wastewater treatment capital cost for Oak Stone's final phase is \$2,940,000.

Key Engineering Associates, Inc.

OAK STONE WASTEWATER TREATMENT FACILITIES PROJECTED CONSTRUCTION SCHEDULE

The first phase and second phases of Oak Stone's wastewater treatment facility will be FDEP-permitted together during Year 2024. The first phase of construction, the 60,000 gpd WWTP and associated perc ponds, is expected to be constructed by 12/31/25 and be operational by 2/1/26.

With a projected 10-year buildout, Oak Stone expects to sell and construct about 200 housing units per year. Therefore, the Oak Stone's second phase of wastewater construction, the 200,000 gpd WWTP, will need to be operational by the early in Year 2027.

Flow data will be used to determine when to begin design, permitting, and construction of Phase 3 of the Oak Stone WWTP & Perc Pond project. Design of Phase 3 shall be initiated when Oak Stone's flows reach 50% of the permitted capacity of Phases 1 and 2. The Phase 3 permit application shall be submitted when Oak Stone's flows climb to 60% of Oak Stone's permitted capacity. Construction of the Phase 3 expansion of the Oak Stone WWTP & perc ponds shall be started when Oak Stone's flows reach 70% of Oak Stone of the permitted capacity of Phases 1 and 2.

Design of Phase 3 will likely need to start during Year 2029. Construction of Phase 3 will likely need to be completed by the end of Year 2030 and operational before the end of the first quarter of Year 2031.

KEY Engineering Associates, Inc.

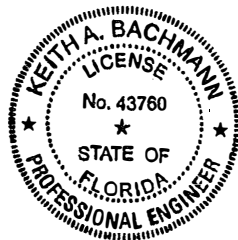
Keith A. Bachmann, Principal

Keith A. Bachmann, State of Florida
Professional Engineering License No. 43760

This item has been digitally signed and sealed by Keith A. Bachmann, P.E. on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on electronic copies.

OAK STONE
PROJECTED CAPACITY, PHASING, SCHEDULE, & COSTS

FOR THE OAK STONE WWTP & PERC PONDS
IN SW DESOTO COUNTY



Digitally signed by Keith A
Bachmann
DN: c=US, o=Florida,
dnQualifier=A01410D000
0017FE5D7616400CCBA
C, cn=Keith A Bachmann
Date: 2024.07.01 16:49:18
-04'00'

KEITH A. BACHMANN, P.E. #43760

KEY ENGINEERING ASSOCIATES, INC.

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY KEITH A. BACHMANN, P.E. ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES

OAK STONE PROJECTED CAPACITY, PHASING, SCHEDULE, & COSTS

INTRODUCTION

The proposed new Oak Stone WWTP & Perc Ponds project is needed to provide wastewater treatment and reuse for the Oak Stone residential development in southwest DeSoto County.

This report focuses on the projected Capacity, Phasing, Schedule, and Costs for the Oak Stone WWTP & Perc Ponds project.

PROPOSED CAPACITY & PHASING

The Oak Stone developers plan to have a total of 4,600 residents and a total of 2,000 residential units at buildout. Assuming an average daily wastewater flow of 100 gallons per capita, the total capacity of the Oak Stone WWTP & perc ponds will be 460,000 gallons per day (gpd), which equals 0.46 million gallons per day (MGD)

Phase 1 of the Oak Stone WWTP & Perc Ponds project has a 60,000 gpd (0.06 MGD) capacity. Phase 2 has a 200,000 gpd (0.20 MGD) capacity. Phase 3 will also have a 200,000 gpd (0.20 MGD) capacity. The total capacity of Oak Stone's three phases is 460,000 gpd (0.46 MGD).

The design population for Phase 1 is the first 600 Oak Stone residents. The design population for Phase 2 is the next 2,000 residents of the Oak Stone development. The design population for Phase 3 is the last 2,000 residents.

OAK STONE PROJECTED CAPACITY, PHASING, SCHEDULE, & COSTS

PROPOSED SCHEDULE

The proposed schedule for the various phases of the Oak Stone WWTP & Perc Pond project is as follows:

<u>Critical Tasks</u>	<u>Duration</u>	<u>Start Date</u>	<u>End Date</u>
Complete WWTP & Perc Pond Plans	2 mo	4/25/2024	6/15/2024
Complete FDEP Permit Application & associated Exhibits	2 wks	6/15/2024	6/30/2024
FDEP Review & Approval	2-1/2 mo **	7/1/2024	9/15/2024
Construction Bidding or Negotiating	1 mo	9/15/2024	10/15/2024
Phase 1 - Construction Phase	12-15 mo **	10/15/2024	1/15/2026
Phase 1 - FDEP Approval to Place into Service	2 wks **	Worst Case	2/1/2026
Phase 2 - Construction Phase	12-15 mo **	10/15/2025	1/15/2027
Phase 2 - FDEP Approval to Place into Service	2 wks **	Worst Case	2/1/2027
Phase 3 - Start engineering design work (as needed) ***		Approx.	Year 2028

** Schedule depends on other entities

*** Start designing WWTP Phase 3 when Oak Stone's average daily
wastewater flow hits 130,000 gpd (50% of the 260,000 capacity).

OAK STONE PROJECTED CAPACITY, PHASING, SCHEDULE, & COSTS

EXPECTED CAPITAL COSTS

The expected capital costs for the Oak Stone WWTP is as follows:

Acquire Land - Year 2024: \$1M for the Oak Stone Utility Parcel

Phase 1 - Years 2024 & 2025:

\$800k WWTP + \$350k pond grading & sodding side banks, fencing, access road = \$1.15M Construction (\$350k in Year 2024 & \$800k in Year 2025)

Phase 2 - Year 2026:

\$2.26M WWTP

Phases 1 & 2 - Years 2024 - 2026:

13.2% x \$3.41M Engineering & other professional services = \$450k (\$150k per year)

Phase 3 - Year 2029:

\$2.26M WWTP + \$340k add'l pond grading & sodding side banks, add'l fencing = \$2.6M Construction

Phase 3 - Years 2028 - 2029:

13% x \$2.6M Engineering & other professional services = \$340k (\$170k per year)

Totals:

Year 2024: \$1M+ \$350k + \$150k = \$1.5M

Year 2025: \$800k + \$150K = \$950k

Year 2026: \$2.26M + \$150k = \$2.41M

Year 2028: \$170k

Year 2029: \$2.26M + \$340k + \$170k = \$2.77M

Grand Total Estimated Costs = \$7.80M

ATTACHMENT F

Projected Growth and Utilization Schedule

ATTACHMENT F

OAK STONE

WASTEWATER TREATMENT UTILIZATION GROWTH RATE

End of Quarter...		Cummulative Projected Housing Units	Expected Wastewater Flows (GPD)	Wastewater Treatment Capacity (GPD)	Projected Wastewater Utilization Rate (%)
4th Qtr	2025	0	0	0	N/A
1st Qtr	2026	50	11500	60,000	19%
2nd Qtr	2026	100	23000	60,000	38%
3rd Qtr	2026	150	34500	60,000	58%
4th Qtr	2026	200	46000	60,000	77%
1st Qtr	2027	250	57500	60,000	96%
2nd Qtr	2027	300	69000	260,000	27%
3rd Qtr	2027	350	80500	260,000	31%
4th Qtr	2027	400	92000	260,000	35%
1st Qtr	2028	450	103500	260,000	40%
2nd Qtr	2028	500	115000	260,000	44%
3rd Qtr	2028	550	126500	260,000	49%
4th Qtr	2028	600	138000	260,000	53%
1st Qtr	2029	650	149500	260,000	58%
2nd Qtr	2029	700	161000	260,000	62%
3rd Qtr	2029	750	172500	260,000	66%
4th Qtr	2029	800	184000	260,000	71%
1st Qtr	2030	850	195500	260,000	75%
2nd Qtr	2030	900	207000	260,000	80%
3rd Qtr	2030	950	218500	260,000	84%
4th Qtr	2030	1000	230000	260,000	88%
1st Qtr	2031	1050	241500	260,000	93%
2nd Qtr	2031	1100	253000	460,000	55%
3rd Qtr	2031	1150	264500	460,000	58%
4th Qtr	2031	1200	276000	460,000	60%
1st Qtr	2032	1250	287500	460,000	63%
2nd Qtr	2032	1300	299000	460,000	65%
3rd Qtr	2032	1350	310500	460,000	68%
4th Qtr	2032	1400	322000	460,000	70%
1st Qtr	2033	1450	333500	460,000	73%
2nd Qtr	2033	1500	345000	460,000	75%
3rd Qtr	2033	1550	356500	460,000	78%
4th Qtr	2033	1600	368000	460,000	80%
1st Qtr	2034	1650	379500	460,000	83%
2nd Qtr	2034	1700	391000	460,000	85%
3rd Qtr	2034	1750	402500	460,000	88%
4th Qtr	2034	1800	414000	460,000	90%
1st Qtr	2035	1850	425500	460,000	93%
2nd Qtr	2035	1900	437000	460,000	95%
3rd Qtr	2035	1950	448500	460,000	98%
4th Qtr	2035	2000	460000	460,000	100%