

DEVELOPER AGREEMENT

No. 22103

THIS AGREEMENT, made and entered into this 11 day of January, 2020, 3 by and between PULTE HOME COMPANY, LLC, whose address is 4901 Vineland Road, Suite 500, Orlando, Florida 32811, hereinafter referred to as "Developer"), and SOUTHLAKE UTILITIES, INC., whose address is 16554 Cagan Crossings Boulevard, Suite 2 – Clermont, Florida 34714 (hereinafter referred to as "Service Company").

WITNESSETH:

RECITALS. Developer owns certain real property in Lake County, Florida, which is more particularly described on Exhibit "A" attached hereto and, by reference, made a part hereof (hereinafter referred to as "Developer's Property"). Developer has plans to develop immediately the Developer's Property by platting and/or constructing other improvements thereon consisting of 267 Single Family Lots and 108 Townhome Lots and Amenity Center for a project to be known as Windsor Cay Resort, Phase One, referred to as the "Development". Developer desires to extend Service Company's water, reuse and wastewater systems hereinafter referred to as "Service Company's Utility System") to serve the Development and to reserve capacity in Service Company's water, reuse, and wastewater treatment plants so that Service Company can provide service to the Development without imposing a burden on its existing customers. Service Company is willing to expand Service Company's Utility System and to reserve such treatment capacity and provide such service, so that the Development may have furnished to it and to its occupants an adequate water supply, wastewater disposal system and water reuse system, subject to all the terms and conditions of this Agreement. The Service Company and the Developer recognize that water is a natural resource of limited supply and wastewater treatment, and disposal is a necessity for public health. Thus, the water supply and the treatment and disposal of wastewater must be regulated and controlled and be the subject only of a reasonable and beneficial use to assure an adequate supply of water, reuse and adequate wastewater treatment and disposal capacity for all members of the public served by the Service Company. The Developer and the Service Company further recognize that the supply of water and wastewater collection treatment, and disposal service by the Service Company to the Development is subject to regulation, prohibition, limitation, and restriction by local, state, and federal governmental agencies, as well as the Service Company.

NOW, THEREFORE, in consideration of the mutual undertakings and agreements herein contained and assumed, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer and Service Company hereby covenant and agree as follows:

1. Conveyance of Developer's Extension. Developer shall, in accordance with the terms of this Agreement, cause to be constructed and conveyed to Service Company, free and clear of all encumbrances and at no cost to Service Company, the extension to Service Company's Utility System and the complete water, reuse, and wastewater systems on the Developer's Property and off-site reuse main and wastewater force main, (hereinafter called "Developer's Extension"). Developer has submitted to Service Company engineering plans and specifications for the Developer's Extension prepared by Developer's engineer which plans, and specifications have been approved in writing by Service Company. Utility contractors have been approved in advance by Service Company as competent to perform such work and shall perform all construction of Developer's Extension. Following conveyance by Developer, Developer's Extension, additions, repairs, and replacements thereto shall always remain the sole, complete and exclusive property of and under the control of Service Company, and the Developer shall have no right or claim in or to the Developer's Extension, but the Developer's Extension shall be used for providing service to the Development.

2. Contributions and Fees. Developer shall pay the following contributions and fees to Service Company:

a. Contribution to Utility Plant. At execution of this Agreement, Developer shall pay to Service Company the contribution to utility plant as currently approved in Service Company's Tariff approved by the Florida Public Service Commission.

Said contribution is presently as follows:

- (i) Water..... \$433.00 per Equivalent Residential Connection or \$115,611.00 for 267.00 ERC's (*Single Family Only*)
- (ii) Wastewater...\$970.00 per Equivalent Residential Connection or \$258,990.00 for 267.00 ERC's (*Single Family Only*)
- (iii) Water..... \$433.00 per Equivalent Residential Connection or \$42,087.60 for 97.20 ERC's (*Townhomes Only*)
- (iv) Wastewater...\$970.00 per Equivalent Residential Connection or \$104,760.00 for 108.00 ERC's (*Townhomes Only*)
- (v) Water..... \$433.00 per Equivalent Residential Connection or \$9,445.59 for 21.81 ERC's (*Amenity Center*)
- (vi) Wastewater...\$970.00 per Equivalent Residential Connection or \$24,686.50 for 25.45 ERC's (*Amenity Center*)
- (vii) Re-Use Irrigation.....\$433.00 per Equivalent Residential Connection or \$21,534.18 for 49.73 ERC's

Failure of Developer to pay timely the above contribution shall constitute a default under this Agreement and Service Company shall have no further obligation concerning the water or wastewater service needs of Developer, its successors, or assigns.

b. Meter Installation Fees. Developer/Builder shall pay for meter installation charges at either of (1) the time of issuance of Certificate for Building Permit or (2) the time of a request for service.

c. Plan Review and Inspection Fees. Developer shall pay to defray all costs to Service Company of preparing and executing this Agreement; conducting the review of plans and specifications; conducting the inspection and testing of the Developer's Extension; and all other administrative costs and attorney's charges incident to the construction of the Developer's Extension. Developer shall pay an Estimated Administrative Charge, Plan Review and Inspection Fee of \$13,772.50 to Service Company at the execution of this Agreement.

Total costs in paragraph two (2), is \$590,887.37

To be paid pursuant to Payment Schedule shown as Exhibit "B," hereto and, by reference, made a part hereof.

3. Grant of Easement or Deed Rights. Developer shall grant to Service Company, its successors and assigns, the exclusive, perpetual right, privilege and easement to construct, reconstruct, install, lay, own, operate, maintain, repair, replace, improve, alter, remove, relocate and inspect water and reuse transmission and distribution mains, wastewater collection, interceptor and re-use mains, pipe lines, lateral lines, manholes, valves, connections, meters, and appurtenant equipment, including but not limited to equipment and facilities, over, across and under a twenty foot strip of land (ten feet on either side of the facilities) wherein Service Company's Utility System, including Developer's Extension, lies on the Developer's Property together with full use, occupation, and enjoyment thereof for the above purposes, and all rights and privileges thereto, including the right of ingress and egress thereto. Developer shall also obtain and transfer to Service Company at no cost to Service Company similar easement rights on property other than Developer's Property for that portion of Service Company's Utility System if needed to provide water, reuse and wastewater service to Developer's Property. At its option, Service Company may require Developer to convey title to Service Company via warranty deed to areas for lift stations, pumping stations, and well sites for which Developer otherwise would have granted easement rights under this paragraph provided, further, Service Company may, if reasonably necessary, require the sites transferred by deed to be in excess of the twenty (20) foot easement width. The easement rights granted with respect to public places shall be subject to the authority of the public authority having jurisdiction over such public places. Prior to Service Company providing service to the Development, Developer shall execute a grant or grants of easement or deed, in recordable form to be approved by Service Company, specifically granting to Service Company the above rights necessary, in the reasonable discretion of Service Company, to own, operate, maintain, repair, alter, and replace Developer's Extension and to provide water and wastewater service to Developer's Property and Developer shall obtain and provide Service Company with title insurance for such easement or deed rights, on terms and conditions, including policy amount, acceptable to Service Company. Developer shall indemnify and hold Service Company harmless from all damages, losses, liens, claims, actions, etc., arising from Developer's failure to grant to or obtain for Service Company such easement rights or deed, as defined above in this paragraph, for any portion of Developer's Extension. Nothing contained in this Agreement shall prevent Developer or any subsequent owner of Developer's Property from exercising itself or granting exclusive or non-exclusive rights, privileges and/or easements/deeds to any

other parties for the furnishing of utility services other than water, wastewater, and re-use, if Service Company's use, occupancy and enjoyment of its easements are not unreasonably interfered with. Service Company shall not be obligated to furnish any water, wastewater, and re-use service to any building, which may be built on Developer's Property to which it does not have access. This paragraph shall survive the expiration or termination of this Agreement.

4. Developer's Right to Connect. Provided that Developer has complied with the terms of this Agreement and provided that the Developer's Extension is installed with the approval of Service Company and in compliance with the requirements of all public, governmental, or other agencies having supervision, regulation, direction or control of such water, wastewater and re-use utility systems, Service Company shall allow Developer or its successors-in-title to connect the Developer's Extension into Service Company's Utility System.

5. Underground Utility Contractor. The Service Company reserves the right to approve in writing the underground utility contractor and/or its subcontractor installing utility lines for the Developer under this Agreement.

6. Developer's Plans and Specifications. All engineering plans and specifications prepared by Developer's engineer, as provided in Paragraph 1 above, have been reviewed and approved by Service Company. The Developer's engineer has incorporated into the Developer's engineering design, plans, specifications, the applicable standards and specifications of Service Company and the number and placement of fire hydrants specified by and necessary for the approval of the Fire Marshall/Fire Department for Lake County, Florida.

7. Installations and Inspection. The Developer's Extension shall be installed in accordance with the engineering plans and specifications approved by Service Company and Service Company shall have the right, but not the obligation, to make inspections as installation progresses. Service Company shall not accept Developer's Extension and will issue no certifications until all meter boxes, valve boxes and manhole lids in Developer's Extension are exposed at proper finish grade and valves are operational.

8. Test of Developer's Extension. Service Company shall have the right to refuse to accept title to Developer's Extension until Developer's Extension has passed certain tests, including, without limitation, hydraulic pressure tests and closed-circuit television inspection of the Developer's Extension, arranged and witnessed by Service Company, or its representatives, to determine whether the Developer's Extension is constructed in accordance with the approved engineering plans and specifications. Said tests may be performed at least three (3) times: the first test upon completion of the system; the second test upon completion of construction of all buildings, roads, paving, drainage, and all construction within the right way easement area or adjacent areas; and the third test should the completed Developer's Extension not be utilized under normal water and wastewater service conditions for a minimum of One Hundred Twenty (120) calendar days. In addition to the costs herein described, including, without limitation, the fees described in Paragraph 2 above, Developer agrees to have its water and wastewater contractor correct any leak location and repair deemed necessary by the Service Company because of any of said tests. If repairs are not made by its contractor, then Developer must pay all costs of leak location and repair deemed necessary by Service Company because of any of said tests.

9. General Conditions Precedent to Receiving Service. Prior to Service Company accepting the Developer's Extension, Developer shall comply with all terms of this Agreement and shall:

- a. Provide to Service Company a certified accounting of the actual cost of the Developer's Extension, together with releases of liens from its water and wastewater contractor, in connection with the construction of the Developer's Extension.
- b. Furnish, in form and substance acceptable to Service Company, all the following relating to the Developer's Extension:
 - (i) All permits, and governmental approvals obtained by Developer, its contractors or agents.
 - (ii) Engineer's certifications.
 - (iii) Bill of Sale with warranties of title.
 - (iv) Easements and/or Deeds pursuant to Paragraph 3.
 - (v) A copy of the subdivision of development plans showing 911 Addresses, if available, and lot numbers.
 - (vi) One (1) Vellum and two (2) prints of the as-builts of the Developers Extension as well a disk created on the latest version of AUTOCAD. The file shall be submitted on a CD disk in .DWG format and readable without use of .DXF files. The file shall contain coordinate geometry of the property or development, roadways and/or lot layout, lot numbers, street addresses, street names, section, township and range information and locations of all mains, pipelines, service lines, valves and wastewater lift stations referenced from a fixed point, i.e.: property corners and centerline of roadway intersections. Roadway stations are not acceptable for as built information. The properties of entities cannot be changed. The file should not contain any data not relative to conveying as built information, i.e., "Cogo Data" such as points, description, defpoints, etc. The Engineer of Record shall provide a letter certifying the as built information to be correct. A scanned reproduction will not be accepted as an original disk file. Reproduced sepia mylars will not be accepted. Final as built shall include all signatures of (i) surveyor and (ii) contractor.
 - (vii) A listing of any repair costs incurred regarding the Developer's Extension; and
 - (viii) Contract bond pursuant to Paragraph 18 hereof.

10. Construction Water. Service Company shall not provide water for construction on an unmetered basis, and Developer agrees that all charges, including all minimum charges for water service, shall be paid from the date of meter installation in accordance with Service Company's approved rate schedule.

11. Re-Use Water. Service Company shall not provide re-use water until treatment facilities are constructed and approved for service by state regulatory agencies. Developer agrees to install re-use transmission, distribution mains and service lines to and within Developers Property to provide such future service. Developer may connect to potable water system until reuse facilities are completed and approved by regulatory agencies.

12. Service Company's Right of Termination of Service. Service Company shall have the right to refuse to provide or terminate service, the right to refuse to provide or to terminate service to any building within Developer's Property, and the right to terminate this Agreement in the event Developer defaults or fails to comply with any of the terms and conditions of this Agreement in a timely manner and fails to cure such default or fails to comply within ten (10) days following the receipt by Developer of Service Company's notice of such default or failure to comply.

13. Wastewater Discharge. Discharges into the Service Company's wastewater collection system shall always be in compliance with Federal, State and Local Regulations. Service Company may prohibit certain discharges into the wastewater collection system and may require pretreatment before discharging such wastewater into the wastewater collection system.

14. Limitation of Liability. Neither party shall be liable or responsible to the other party because of injury to property or person, or failure to comply with the terms hereof, proximately caused by Force Majeure. The term "Force Majeure" as employed herein shall be acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, wars, blockades, riots, acts of Armed Forces, epidemics, delays by carriers, inability to obtain materials or right of way on reasonable terms, acts of public authorities, acts of vandals or other third parties, or any other causes whether of the same kind as enumerated herein. Further, in no event shall Service Company be liable to Developer or any occupant of Developer's Property for any consequential, incidental, or punitive damages because of injury to property or person, regardless of whether said injury was the result of acts of or within the control of Service Company or others.

15. Approval by Governmental Agencies. Service Company's obligations under this Agreement are contingent upon Developer obtaining all necessary approvals for Developer's Extension from all concerned governmental agencies. Developer hereby assumes the risk of loss as a result of the denial or withdrawal of the approval of any concerned governmental agency or caused by an act of any governmental agency not within the sole control of Service Company and which, by exercise of due diligence, Service Company is unable to overcome, which affects the ability of the Service Company to provide water and wastewater service to Developer.

16. No Prohibition of Further Extension. This Agreement shall not prohibit or prevent Service Company from extending Service Company's Utility System in or to areas not referred to herein to serve other developers or consumers; provided, however, such extension of utility service shall not cause the Developer's Extension to become overloaded and shall

not adversely affect the reservation of capacity.

17. Final Acceptance of Developer's Extension. The final acceptance of the Developer's Extension shall occur at such time as Developer has fulfilled all the terms and conditions hereof and all engineering tests and evaluations have been completed and approved by Service Company (hereinafter the "Final Acceptance of Developer's Extension").

18. Warranty and Security. Developer warrants the Developer's Extension constructed by Developer only and holds Service Company harmless against all costs, expenses, and losses, including, without limitation, incidental and consequential damages, resulting from any defects in the Developer's Extension, including, without limitation, defects in material and workmanship, which are discovered or arise within a period of one (1) year following the date of Final Acceptance of Developer's Extension. As security for Developer's performance of this representation and warranty, simultaneously with the conveyance of the Developer's Extension, Developer shall deliver to Service Company an executed contract bond in form and substance satisfactory to Service Company in the amount of two percent (2.00%) of total cost of the construction of Developer's Extension. The contract bond shall have as the surety thereon such surety company, acceptable to Service Company, as is authorized to write bonds of such character and amount under the laws of the State of Florida. The attorney in fact, or other officer who signs a contract bond for a surety company, must file with such bond a certified copy of his power of attorney authorizing him to do so. Subject to the approval of the Service Company, the Developer may elect to deliver to Service Company a contract bond in compliance with all requirements herein and in a form acceptable to Service Company, from the Developer's contractors as the principal with the Developer and Service Company as co-obligors. The contract bond shall remain in force for one (1) year following the date of Final Acceptance of Developer's Extension by Service Company, as defined herein. Once Service Company is aware of a defect in the Developer's Extension, the Developer will be notified of the defect within ten (10) days. If Developer fails to make or commence timely repairs or replacements of any defects in the Developer's Extension discovered or arising within said one (1) year period, the Developer or his surety shall be liable to Service Company for all costs arising there from. All documents referred to in or required by this paragraph shall be in a form acceptable to Service Company.

19. Developer's Liability for Damage to Developer's Extension. Developer shall be responsible for and make any repairs or replacements as the result of any breakage, vandalism or other damage caused to Developer's Extension, including, without limitation, meter boxes and Service Company's meters, until Final Acceptance of Developer's Extension by Service Company. After the Final Acceptance of Developer's Extension, Developer shall indemnify and hold Service Company harmless from the cost of any repairs for any breakage or other damage to Developer's Extension from time of completion of Developer's Extension until completion of all buildings, roads, paving, drainage, and other construction on Developer's Property necessary to complete the Development. If, within ten (10) days of the receipt of Service Company's notice of such breakage or other damage, Developer fails to make timely repairs and corrections, Service Company shall have the option to make such repairs or replacements at Developer's cost.

20. Alternate Water Source. Developer agrees that no well, pond, lake or any source of water is to be constructed for the purposes of obtaining construction water, future domestic use, or fire protection. Any well constructed for lawn sprinkling and irrigation shall not be connected or cross-connected to domestic water supply. If a well for lawn sprinkling or irrigation is

installed, a backflow prevention device, approved and inspected by the Service Company, must be installed downstream from the meter at the customer's cost. Developer hereby grants Service Company all of Developer's right, title, and interest that it has or may have to provide water service, wastewater service, re-use water or to Developer's Property.

21. Limited Reservation of Treatment Capacity. Service Company's reservation of water and wastewater treatment capacity pursuant to Paragraph 2 (i) through (vii) of this Agreement for Developer's Property is limited to 386.01 water Equivalent Residential Connections ("ERCs") 49.73 reuse water Equivalent Residential Connections ("ERCs") and 400.45 wastewater ERCs, which is 135,105 gallons per day ("GPD"), 17,410 gallons per day ("GPD") and 120,135 GPD for water, re-use and wastewater, respectively.

22. Construction of Developer's Extension. Developer agrees to commence construction of Developer's Extension within One Hundred Eighty (180) calendar days from the date hereof. Developer further agrees that construction shall not cease for a continuing period of One Hundred Eighty (180) calendar days. Should the Developer not strictly adhere to these conditions, then any obligations or duties of the Service Company arising out of or prescribed by this Agreement shall be null, void, and unenforceable. If Developer cannot start construction within One Hundred Eighty (180) calendar days, it can request in writing an extension of ninety (90) days to commence construction. The Service Company shall grant the ninety (90) day extension if needed.

23. Modification of Development Plans. Should the Developer modify its development plans for Developer's Property in a manner which would require greater water usage, greater fire flows, additional water facilities, greater wastewater flows, or additional wastewater and re-use facilities than the water and wastewater demands designed and approved under the engineering plans and specifications which are the subject of this Agreement, then Developer shall enter into a new agreement with Service Company providing for the construction of such additional water or wastewater facilities meeting all Service Company's and governmental design requirements and shall pay all additional contributions and fees as may be authorized by the Service Company's Tariff or the Florida Public Service Commission, or its successor, at the date said new agreement is executed.

24. Notice of Connection to Wastewater System. Developer shall give Service Company written notice that Developer is connecting the Developer's Utility System to the Service Company's wastewater collection system no less than two (2) days prior to said connection for inspection. If Developer fails to give said written notice, Service Company may require Developer to uncover and expose said connection for inspection, at the sole cost of Developer.

25. Depth of Service Line and Cleanouts. Depth of service line and cleanouts shall be set by distance to house/building connection @ 1/4" per foot, plus one (1) foot, however the depth shall not exceed four and one-half feet (4.5'). If the service line and cleanout depth is greater than 4.5 feet, Developer, his successor, or assigns shall at its cost raise all effected cleanouts to finished grade.

26. Connection of Buildings. Developer shall at its sole cost and expense connect the private property water pipes and the private property wastewater pipes of each building constructed on Developer's Property to the metered service line, wastewater laterals and re-use service lines of Developer's Extension as reflected in plans and specifications approved by Service

Company.

27. Application for Service. Developer, its successors, or the occupant(s) of the Developer's Property, shall make written application to Service Company for the opening of an account(s) for service. Said application is to be made only after the payment of all utility plant contributions as set forth herein. At the time of making said application for service, the applicant shall pay all service charges as set forth in Service Company's Tariff approved by the Florida Public Service Commission.

28. Notice of Transfer of Developer's Property. Developer agrees to provide proper written notice to Service Company of the actual date of the legal transfer of Developer's Property from Developer to any third party. Developer shall remain responsible for all costs and expenses, including utility bills, which arise because of Developer's failure to notify or improper notification to Service Company.

29. Regulation by Governmental or Regulatory Authority. The parties recognize and agree that the terms and provisions of Service Company's existing Tariff approved by and on file with The Florida Public Service Commission, including the Service Availability Policy, (the "Tariff") shall be deemed to have been expressly incorporated herein by reference. Developer acknowledges, by its execution hereof, its review of a copy of said Tariff in effect on the date of execution of this Agreement. The parties further agree and recognize that certain contributions, fees, amounts, and other charges collected, and rules, regulations and operating procedures followed by Service Company are subject to continuing approval and modification by the Florida Public Service Commission and other governmental or regulatory authorities. Developer hereby agrees that it will pay to Service Company all contributions, fees, amounts and other charges in accordance with, and be bound by all other provisions of, the Tariff approved for Service Company by the Florida Public Service Commission or other governmental or regulatory authority as being applicable at the time that connections are made, services are provided, or other actions are taken by Service Company. Developer further agrees that it will comply with all rules, regulations and operating procedures of Service Company approved for Service Company by the Florida Public Service Commission or other governmental or regulatory authority as being applicable at the time that actions are to be taken by Developer or Service Company.

30. Miscellaneous.

a. All monies required to be paid by Developer to Service Company shall be and become the sole exclusive property of Service Company, except as otherwise provided for in this Agreement.

b. This Agreement supersedes all previous agreements or representations either verbal or written heretofore in effect between Developer and Service Company and made with respect to the matters contained herein, and when duly executed constitutes the complete agreement between Developer and Service Company.

c. The provisions of this Agreement shall not be construed as establishing a precedent in connection with the amount of fees or contributions made by a developer or other customer, or the acceptance thereof on the part of the Service Company for other water or wastewater utility extensions that may be required hereafter by Developer and are not the subject of this Agreement.

d. The signature of any person to this Agreement shall be deemed a personal warranty that he has the power and authority to bind any corporation or partnership or any other business entity for which he purports to act.

e. This Agreement was made and executed in Clermont, Florida, and shall be interpreted and construed according to the laws of the State of Florida.

f. The headings used in the paragraphs of this Agreement are solely for the convenience of the parties and the parties agree that they shall be disregarded in the construction of this Agreement.

g. This Agreement shall inure to and be binding upon the heirs, successors and assigns of the parties hereto. It is understood that Developer may assign its rights hereunder to successor/owners of the Developer's parcels of real property included in the Developer's Property.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.



Print: Christopher Wren

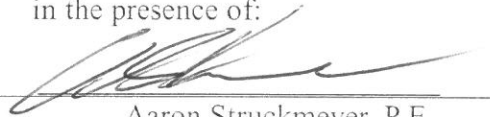


Print: Valeria Lescano

Witnesses as to Developer

Signed, sealed, and delivered
in the presence of:

By: _____



Aaron Struckmeyer, P.E.
its Director of Land Development

SOUTHLAKE UTILITIES, INC.

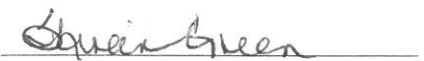
By: _____



Jeffrey Cagan, President
"SERVICE COMPANY"



Print: Kim D. Toole



Print: SHARON GREEN

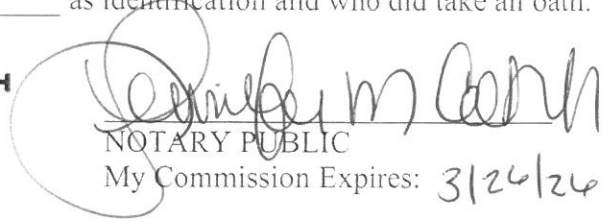
Witnesses as to Service Company

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 19th day of December, 2022 by Aaron Struckmeyer, P.E., as Director of Land Development for Pulte Homes Company, LLC, a Florida Limited Liability Corporation. He is personally known to me or () produced a driver's license # _____ as identification and who did take an oath.



JENNIFER M. COTCH
Notary Public
State of Florida
Comm# HH233051
Expires 3/26/2026


NOTARY PUBLIC
My Commission Expires: 3/26/26

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 11 day of January, 2023 of Jeffrey Cagan, President of Southlake Utilities, Inc., on behalf of the corporation. He is personally known to me or () produced a driver's license # _____ as identification and who did




NOTARY PUBLIC
My Commission Expires 1-28-26

EXHIBIT "A"

LEGAL DESCRIPTION

Windsor Cay-Phase 1 (Located within this Legal Description)

That port of Sections 26 and 27, Township 24 South, Range 26 East, Lake County, Florida, described as follows:

BEGIN at the Southeast Corner of the Southwest 1/4 of said Section 26; thence S89°58'40"W along the South line of the Southwest 1/4 of said Section 26, for a distance of 821.07 feet; thence departing said South line run N00°01'45"W, 159.54 feet; thence N16°32'27"W, 85.91 feet; thence N00°01'45" W, 235.55 feet; thence N66°17'08"W, 347.28 feet to the point of curvature of a curve concave Southerly having a radius of 365.00 feet and a chord bearing of N78°09'26"W; thence Westerly along the arc of said curve through a central angle of 23°44'37" for a distance of 151.26 feet to the point of tangency; thence S89°58'15"W, 529.87 feet to the point of curvature of a curve concave Northerly having a radius of 360.00 feet and a chord bearing of N78°21'29"W; thence Westerly along the arc of said curve through a central angle of 23°20'33" for a distance of 146.66 feet to the point of a reverse curvature of a curve concave Southerly having a radius of 490.80 feet and a chord bearing of N78°21'29"W; thence Westerly along the arc of said curve through a central angle of 23°20'32" for a distance of 199.95 feet to the point of tangency; thence S89°58'15"W, 392.09 feet; thence N00°01'45"W, 470.00 feet; thence S89°58'15"W, 866.62 feet; thence S75°23'36"W, 64.23 feet; thence S85°33'54"W, 471.31 feet to the West line of the East 1/2 of the Southeast 1/4 of aforesaid Section 27; thence run N00°27'00"E along said West line, 1348.64 feet to the South line of the North 1/8 of the Northeast 1/4 of said Southeast 1/4 of Section 27; thence departing said West line, run S89°57'07"E along said South line, 1324.92 feet to the West line of the Southwest 1/4 of aforesaid Section 26; thence N89°57'11"E along the South line of the North 1/8 of said Southwest 1/4 of Section 26, for a distance of 1431.08 feet to the West line of Parcel A, as described in Official Records Book 5715, Page 28, of the Public Records of Lake County, Florida; thence departing said South line, run S00°02'08"W along said West line and the Southerly prolongation thereof, 234.00 feet to the North line of lands described in Official Records Book 5091, Page 1240, of the Public Records of Lake County, Florida; thence N89°59'42"E along said North line, 548.67 feet to a point on a line that is 411.74 feet West of and parallel with the West right-of-way line of State Road 25 (US Highway 27), according to the Florida Department of Transportation right-of-way map F.P. No. 238421 1 Section 11200, prepared by Jones, Wood and Gentry, LLC, dated August 29, 2003; thence run S20°16'43"E along said parallel line, 808.69 feet to the North line of the South 1/8 of the Northeast 1/4 of said Southwest 1/4 of Section 26; thence departing said parallel line, run N89°57'46"E along said North line, 381.90 feet to the West line of the Southeast 1/4 of said Section 26; thence N89°58'43"E along the North line of the South 1/8 of the Northwest 1/4 of said Southeast 1/4 of Section 26, for a distance of 56.95 feet to the aforesaid West right-of-way line of State Road 25 (US Highway 27); thence S20°16'43"E along said West right-of-way line, 10.91 feet to the Northeast corner of lands described in Official Records Book 4459, Page 1016, of the Public Records of Lake County, Florida; thence departing said West right-of-way line, run N89°53'10"W along the North line of said lands described in Official Records Book 4459, Page 1016, and the North line of lands described in Official Records Book 836, Page 1663, of the Public Records of Lake County, Florida, 300.00 feet to the Northwest corner of said lands described in Official Records Book 836, Page 1663; thence departing said North line, run S00°06'50"W along the West line of said lands described in Official Records Book 836, Page 1663, for a distance of 374.93 feet to the Southwest corner of said lands described in Official Records Book 836, Page 1663; thence departing said West line, run S20°17'36"E, 504.21 feet; thence N57°23'59"E, 147.67 feet to the point of curvature of a curve concave Southeasterly having a radius of 1550.00 feet and a chord bearing of N62°23'26"E; thence Northeasterly along the arc of said curve through a central angle of 09°58'52" for a distance of 270.02 feet to the aforesaid West right-of-way line of State Road 25 (US Highway 27) and a non-tangent line; thence S20°17'36"E along said West right-of-way line, 100.09 feet to a non-tangent curve concave Southeasterly having a radius of 1450.00 feet and a chord bearing of S62°18'37"W; thence departing said West right-of-way line run Southwesterly along the arc of said curve through a central angle of 09°49'15" for a distance of 248.54 feet to the point of tangency; thence S57°23'59"W, 169.49 feet; thence S20°17'36"E, 571.99 feet to the South line of the aforesaid Southeast 1/4 of Section 26; thence N89°59'11"W along said South line, 177.35 feet to the POINT OF BEGINNING.

The above-described parcel contains 145.262 acres more or less.

Being subject to any rights-of-way, restrictions, and easements of record.

EXHIBIT "B"

Developer Agreement – 22103
Schedule of Payments

Developer agrees to pay the Total Costs shown in Paragraph Two (2) according to the following schedule:

1. Payment Number One: At the execution of this Agreement, Developer shall pay \$13,772.50 for Administrative, Legal, Plan Review and Inspection Charges.

\$83,572.10 for Water Plant Capacity Fees for 193.01 ERCs at \$433.00 per ERC, \$10,767.09 for Water Plant Re-Use Capacity Fees for 24.87 ERCs at \$433.00 per ERC and \$194,218.25 for Wastewater Plant Capacity Fees for 200.23 ERCs at \$970.00 per ERC.

TOTAL PAYMENT NUMBER ONE: \$302,329.94

Payment Number Two: To be paid no more than 180 days from the date of execution of this Agreement by Pulte Homes Company, LLC.

\$83,572.09 for Water Plant Capacity Fees for 193.00 ERCs at \$433.00 per ERC, \$10,767.09 for Water Plant Re-Use Capacity Fees for 24.86 ERCs at \$433.00 per ERC and \$194,218.25 for Wastewater Plant Capacity Fees for 200.22 ERCs at \$970.00 per ERC.

TOTAL PAYMENT NUMBER TWO: \$288,557.43

TOTAL OF ABOVE PAYMENTS: \$590,887.37

Prior to Service Company executing final "*Certification of Construction Completion and Request for Clearance to Place Permitted PWS Components into Operation*" and or "*Notification of Completion of Construction for a Domestic Wastewater Collection/Transmission System*" forms pursuant to Paragraphs 9, and 15, of this Agreement, all fees and charges must be paid in full regardless of this Payment Schedule.