

Sunshine Utilities

10230 E. Hwy. 25 · Belleview, FL 34420-5531
Office (352) 347-8228 · Fax (352) 347-6915

RECEIVED-FPSC
10 AUG 17 PM 1:48
COMMISSION
CLERK

August 13, 2010

FLORIDA PUBLIC SERVICE COMMISSION
COMMISSION CLERK & ADMIN SERVICES
2540 SHUMARD OAK BLVD
TALLAHASSEE, FL 32399-0850

100377-WU

RE: Deletion of Service Area

Sunshine Utilities has reached an agreement to sell Lake View Hills water system to Marion County Utilities. I have attached the legal description of the area that needs to be deleted from Certificate Number 363-W effective immediately. I have also enclosed the Sales Agreement between Sunshine Utilities and Marion County.

If you have any questions you can reach me at (352)347-8228 or E-mail me at Sunshine11fl@aol.com. The contact person at Marion County is Todd Petrie and you can contact him at (352)671-8540.

Thank you,



Dewaine Christmas
Sunshine Utilities of Central Florida, Inc.
Manager

dc//Enclosures

- COM _____
- APA _____
- ECR _____
- GCL _____
- RAD _____
- SSC _____
- ADM _____
- OPC _____
- CLK _____

1+1 copy of tariff forwarded

DOCUMENT NUMBER-DATE

06809 AUG 17 e

FPSC-COMMISSION CLERK

SECTION 1 TOWNSHIP 15 S RANGE 23 E
LAKEVIEW HILLS

The South 1 /2 of the Southwest 1/4 of the Southeast 1/4 less and
Except that portion lying Easterly of Southeast 118th Avenue and
Southeast 118^m Court Road, as said Avenue and Road are now
constructed.

JAMES H. HODGES
ISSUING OFFICER
PRESIDENT

NAME OF COMPANY SUNSHINE UTILITIES OF CENTRAL FLORIDA, INC.
WATER TARIFF

(Continued from Sheet No. 3.8)

ORDER NO. PSC-98-0385-FOF-WU

ADDITIONAL AREA IN THE LAKEVIEW HILL WATER SERVICE AREA

TOWNSHIP 17 SOUTH, RANGE 23 EAST

SECTION 1

Beginning at the southwest corner of Section 1, Township 17 South, Range 23 East, thence N. 89°31' 48" E. a distance of 800.00 feet thence N. 89°31' 48" E. a distance of 520.99 FEET THENCE n. 00°09'18" W. a distance of 1179.79 feet thence S. 67°22' 30" E. a distance of 1401.12 feet thence N. 00°19' 53" W. a distance of 1062.45 feet thence S. 89°06' 59" W. a distance of 340.00 feet thence S. 00°19' 53" E. a distance of 20.00 feet, thence S. 89°06' 59" W. a distance of 283.00 Feet thence N. 00°19' 53" W. a distance of 59.61 feet thence S. 88°42' 57" W. a distance of 426.51 feet thence S. 00°19' 53" E. a Distance of 173.08 feet, thence N. 67°22' 30" W. a distance of 664.00 feet, more or less, thence N. 27°14' 14" E. a distance of 340.98 feet more or less, thence N. 71°01' 10" W. a distance of 244.18 feet, more or less, thence S. 21°15' 10" W. a distance of 324.44 feet thence N. 67°22' 30" W. a distance of 331.70 feet thence S. 00°01' 09" W. a distance of 470.22 feet thence S. 67°22' 30" E. a distance of 233.29 feet, more or less, thence due south a distance of 485.65 feet, thence continue due west a distance of 660.00 feet thence due south a distance of 975.05 to the point of beginning, containing 69 acres, more or less.

JAMES H. HODGES
ISSUING OFFICER

PRESIDENT
TITLE

(Continued to Sheet No. 3.10)

TEMPORARY LICENSE AGREEMENT

THIS TEMPORARY LICENSE AGREEMENT (this "Agreement") is made and entered as of the 7th day of July, 2010, by and between **SUNSHINE UTILITIES OF CENTRAL FLORIDA, INC.**, a Florida corporation, whose address is 10230 East Highway 25, Belleview, Florida 34420 ("Sunshine"), and **MARION COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 601 S. E. 25th Street, Ocala, Florida 34471 ("Marion County").

RECITALS

WHEREAS, simultaneously with the execution of this Agreement, Marion County is purchasing from Sunshine that certain utility system more particularly described in that certain Marion County/Sunshine Utilities of Central Florida, Inc., Water System Asset Purchase and Sale Agreement dated April 20, 2010 (the "Purchase Agreement"), to be recorded in the Public Records of Marion County, Florida (the "Water System").

WHEREAS, Sunshine owns that certain well located on certain real property more particularly shown on **Exhibit "A"** attached hereto and incorporated herein (the "Sunshine Land"); and

WHEREAS, in accordance with the terms of the Purchase Agreement, Sunshine desires to grant a temporary license to Marion County to allow Marion County to enter upon the Sunshine Land to utilize the well and appurtenant equipment (together, the "Well") to supply potable water to the customers of the Water System beginning on April 20, 2010 (the "Commencement Date"), in accordance with the terms, provisions, covenants and conditions set forth herein.

NOW THEREFORE, for and in consideration of the covenants and premises contained herein, and the amounts and other sums to be paid hereunder, and for other good and valuable consideration, the parties hereto do covenant, stipulate and agree as follows:

1. Recitals. The Recitals set forth above are true and correct and are incorporated herein by this reference thereto.
2. Grant of License. Sunshine hereby grants unto Marion County and its employees and agents a temporary license (the "License") to enter upon and occupy the Sunshine Land to utilize the Well and appurtenant equipment to supply potable water to the customers of the Water System.
3. Possession. Marion County shall have exclusive possession of the Well during the term of this Agreement.

4. Use of Land. Marion County may arrange for temporary utility service onto the Sunshine Land and the fencing of the Sunshine Land, and may locate construction trailers, equipment and materials thereon in connection with its use of the Well.

5. Duration and Option to Renew. The term of this Agreement shall be for the earlier of: one (1) year commencing on the Commencement Date, or that date Marion County completes the construction of a water pipeline and connection to provide water service to the customers of the Water System (the "Initial Term"). So long as neither party has terminated this Agreement as provided herein, and Marion County is not in default of this Agreement, Sunshine hereby grants Marion County an option to extend this Agreement beyond the initial term of one (1) year for one (1) additional period of one (1) year (the "Additional Term") as may be needed by Marion County to complete the construction contemplated herein. Should Marion County fail to give Sunshine written notice during the Initial Term of this Agreement of its election to renew this Agreement for the Additional Term, Marion County's right of renewal shall be deemed automatically elected upon the expiration of the Initial Term. During any Additional Term, Marion County agrees to pay Sunshine an amount equal to Three Hundred Dollars (\$300.00) per month for its continued use of the Well, which amount shall be payable upon the first (1st) of each month during the Additional Term. Notwithstanding Marion County's ability to extend the Initial Term or any other provision of this Agreement, Marion County hereby reserves the right to terminate this Agreement for any reason prior to the end of the Initial Term or during any successive Additional Term by giving Sunshine written notice of its election to termination this Agreement at least ten (10) days in advance of the intended effective date of the termination.

6. Restoration Upon Termination. On or before the expiration of the Initial Term or any Additional Term hereof, Marion County agrees to remove any fencing, trailers, equipment, materials and temporary utilities from the Sunshine Land and restore it to its original condition as of the date of this Agreement, reasonable wear and tear excepted.

7. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida.

8. Notices. Any notices hereunder shall be deemed to be reasonable and proper if sent postage prepaid, by regular mail, to the other party at the address shown herein or any other address provided by such party.

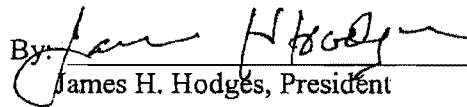
9. Litigation and Attorneys Fees. In the event it shall be necessary for either party to bring suit for specific performance or damages or to enforce any provision hereof, the prevailing party in any such litigation and any appeals therefrom shall be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all costs or expenses of such litigation and its reasonable attorneys' fees and paralegals' fees as fixed by the court.

10. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and may not be modified in any manner other than in writing signed by the parties hereto.

11. Counterparts. This instrument may be executed in any number of counterparts which, when taken as a whole, will be deemed to constitute one complete original of this Agreement.

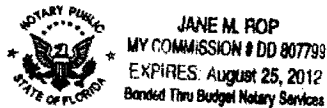
IN WITNESS WHEREOF, Sunshine and Marion County have each executed this Agreement as of the date set forth above.

**SUNSHINE UTILITIES OF CENTRAL
FLORIDA, INC.,**
a Florida corporation

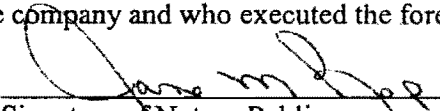
By: 
James H. Hodges, President

STATE OF FLORIDA
COUNTY OF Marion

The foregoing instrument was acknowledged before me this __ day of May, 2010 by James H. Hodges, as President of SUNSHINE UTILITIES OF CENTRAL FLORIDA, INC., a Florida corporation, on behalf of the company and who executed the foregoing.



AFFIX NOTARY STAMP


Signature of Notary Public
JANE M POP
Print Notary Name
My Commission Expires: _____
Commission No.: _____

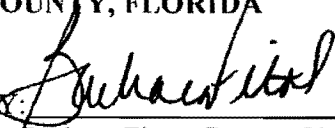
Personally known, or
 Produced Identification
Type of Identification Produced

BOARD OF COUNTY
COMMISSIONERS OF MARION
COUNTY, FLORIDA

ATTEST:



David R. Ellspermann, Clerk

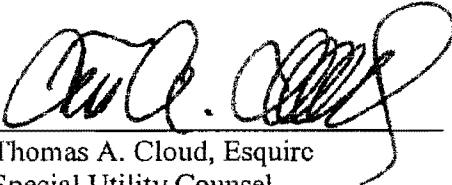
BY: 

Barbara Fitos, County Chair

Date: July 7, 2010

FOR THE USE AND RELIANCE
OF MARION COUNTY ONLY.
APPROVED AS TO FORM

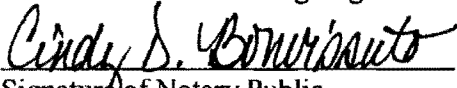
June 21, 2010



Thomas A. Cloud, Esquire
Special Utility Counsel

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me this 7th day of
July, 2010, by Barbara Fitos, Chair of the Board of County Commissioners,
known to me to be the person described in and who executed the foregoing.



Signature of Notary Public
Cindy D. Bonvissuto

(Print Notary Name)

My Commission Expires: February 17, 2012
Commission No.: DD 750632

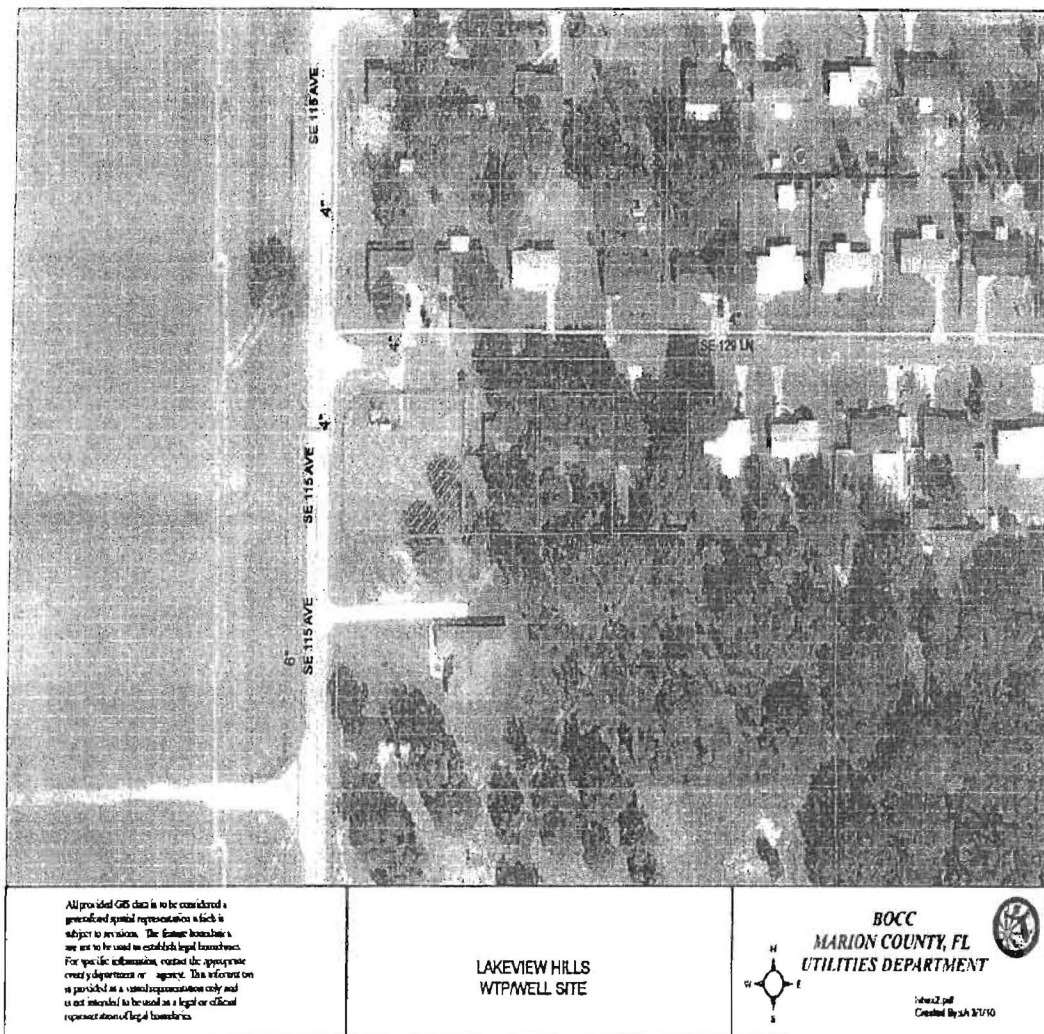
Personally known, or
 Produced Identification
Type of Identification Produced

AFFIX NOTARY STAMP



EXHIBIT "A"

WELL



**ASSIGNMENT AND ASSUMPTION OF PERMITS, CERTIFICATES
AND APPROVALS RELATED TO WATER SYSTEMS**

This Assignment and Assumption of Permits and Approvals Related to Water Systems is made this 7th day of July 2010, by and between **SUNSHINE UTILITIES OF CENTRAL FLORIDA, INC.**, a Florida corporation, whose address is 10230 East Highway 25, Belleview, Florida 34420 ("Owner" or "Assignor"), and **MARION COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 601 S. E. 25th Avenue, Ocala, Florida 34471 (hereafter "Assignee"), pursuant to that Marion County/Sunshine Utilities of Central Florida, Inc. Water System Asset Purchase & Sale Agreement Contract No. 10-02 dated May 20, 2010 (the "Contract"), between the parties.

WITNESSETH:

WHEREAS, Assignor is conveying the property legally described on **Exhibit "A"** attached hereto (the "Property") to Assignee, contemporaneously with the execution and delivery of this instrument; and

WHEREAS, Assignor desires to transfer and assign unto Assignee all of Assignor's rights, title, interests and obligations under any and all permits, certificates, licenses, approvals, plans, beneficial easements, development rights, prepaid impact fees, land use approvals and intangible personal property of any other sort, currently held relating to the Property, including without limitation those described in **Exhibit "B"** (collectively, the "Permits"), subject to the provisions of this instrument.

NOW, THEREFORE, for the consideration described in the Utility Easement and Bill of Sale (Water System) of even date herewith conveying the Property from Assignor to Assignee, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:


1. Assignor hereby assigns to Assignee all of its right, title and interest in and to the Permits.
2. Assignee hereby assumes, agrees to be bound by and undertakes to perform each and every one of the terms, covenants and conditions contained in the Permits.
3. Assignor shall indemnify and hold Assignee harmless from any claim, liability, cost or expense (including without limitation reasonable attorneys' fees and costs) arising out of (a) any obligation or liability of Assignor under the Permits which was to be performed or which became due prior to the date hereof, and (b) any obligation or liability of Assignor under the Permits arising after the date hereof relating to acts or omissions occurring prior to the date hereof.
4. Assignee shall indemnify and hold Assignor harmless from any claim, liability, cost or expense (including without limitation reasonable attorneys' fees) arising out of Assignee's failure to perform any obligations or liability of the Assignee under the Permits arising on or after the date hereof.
5. Assignor represents to Assignee that (a) Assignor has not made any prior assignment or transfer of Assignor's interest in the Permits; (b) Assignor has all requisite power and authority to enter into the Permits; and (c) Assignor is not in default of any of the obligations under the Permits, and has no knowledge of any default under the Permits thereunder.

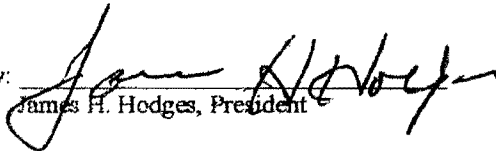
IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption of Permits and Approvals Related to Marion County Water and Wastewater Systems as of the 7th day of July, 2010.

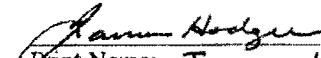
Signed and sealed
in the presence of:

"ASSIGNOR"

SUNSHINE UTILITIES OF CENTRAL FLORIDA,
INC.,
a Florida corporation

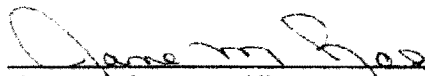

Print Name: Dewaine Christmas

By: 
James H. Hodges, President

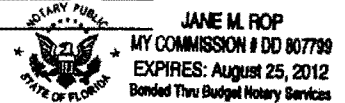
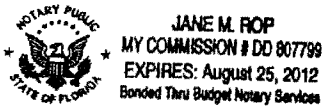

Print Name: James Hodges

STATE OF FLORIDA
COUNTY OF Marion

The foregoing instrument was acknowledged before me this 12 day of May, 2010, by James H. Hodges, President of SUNSHINE UTILITIES OF CENTRAL FLORIDA, INC., a Florida corporation. He is personally known to me or has produced _____ as identification.


Signature of Notary Public
Print Name: JANE M ROP
My Commission Expires: _____
Commission No.: _____
 Personally known, or
 Produced Identification
Type of Identification Produced _____

AFFIX NOTARY STAMP



"ASSIGNEE"

MARION COUNTY, FLORIDA, a political subdivision of the State of Florida

By: Barbara Fitos
Barbara Fitos, County Chair

ATTEST:

By: David R. Ellspermann
David R. Ellspermann, County Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Dated: June 3 2010
By: Thomas A. Cloud
Thomas A. Cloud, Special Utility Counsel

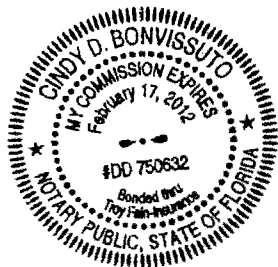
STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me this 7th day of July, 2010, by Barbara Fitos, Chair of the Board of County Commissioners, known to me to be the person described in and who executed the foregoing.

Signature of Notary Public
Cindy D. Bonvissuto
(Print Notary Name) Cindy D. Bonvissuto

My Commission Expires: February 17, 2012

AFFIX NOTARY STAMP



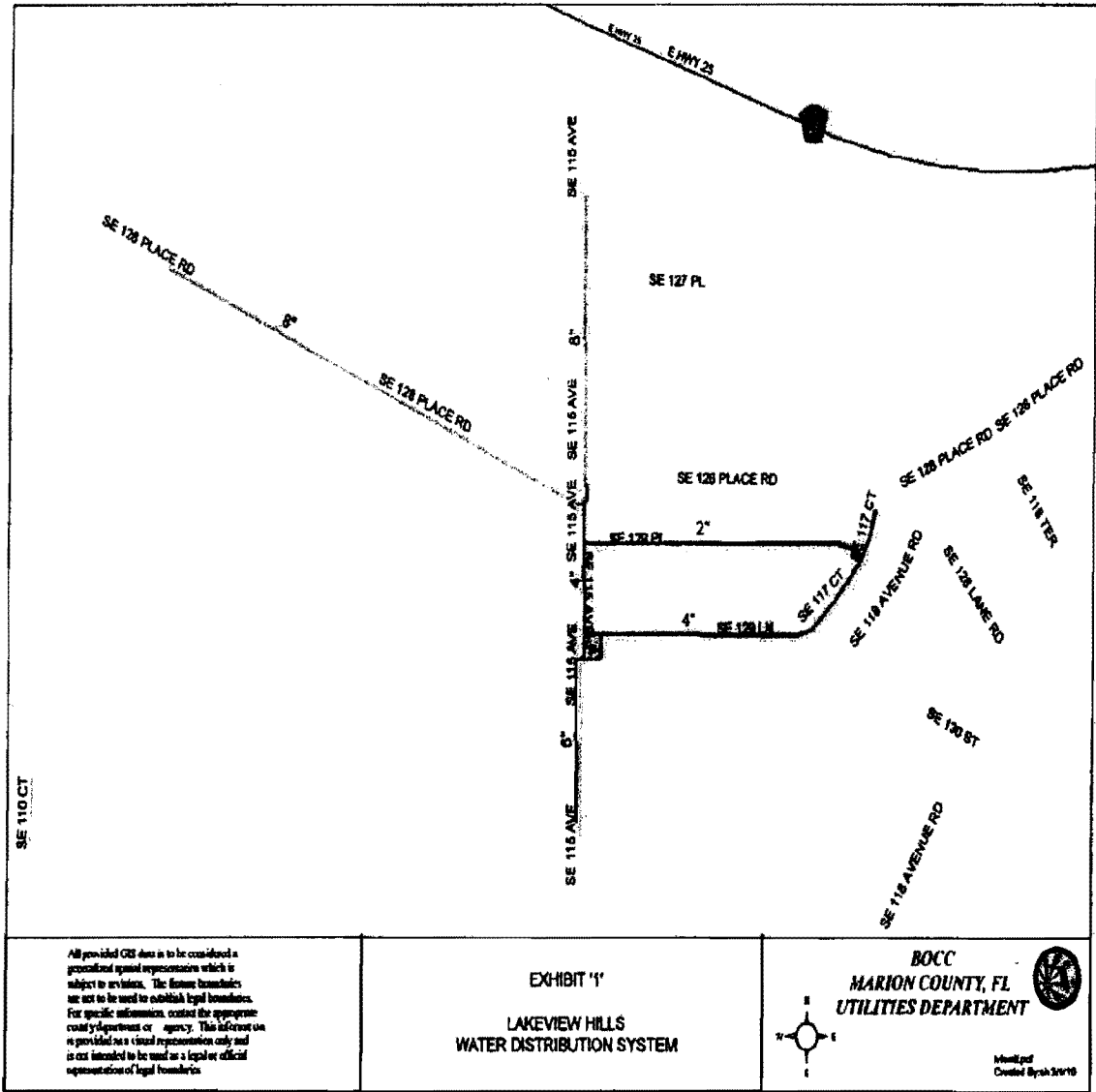
Commission No.: DD 750632
 Personally known, or
 Produced Identification
Type of Identification Produced: _____

EXHIBIT "A"

1. All personal property used or held for use in connection with the potable water production, treatment, storage, transmission and distribution system in Marion County, Florida known as the Lakeview Hills Water System as located on Exhibit "1" attached hereto and incorporated herein.

EXHIBIT "1"



WATER DISTRIBUTION LINES



All provided GIS data is to be considered a geographical spatial representation which is subject to revision. The feature boundaries are not to be used to establish legal boundaries. For specific information, contact the appropriate county department or agency. This information is provided as a visual representation only and is not intended to be used as a legal or official representation of legal boundaries.

EXHIBIT "1"
LAKEVIEW HILLS
WATER DISTRIBUTION SYSTEM

BOCC
MARION COUNTY, FL
UTILITIES DEPARTMENT

Map8.gxd
 Created By: 3/21/16

EXHIBIT "B"
(LIST OF PERMITS)

1. St. Johns Water Management District – Consumptive Use Permit Number 2993.
2. State of Florida, Public Service Commission – Docket Number 880907-WU
3. Florida Department of Environmental Protection – Public Water System ID Number 3424687.

AMENDED AND RESTATED CLOSING STATEMENT

SUNSHINE UTILITIES OF CENTRAL FLORIDA, INC. / MARION COUNTY, FLORIDA

Seller: Sunshine Utilities of Central Florida, Inc, a Florida corporation
Buyer: Marion County, Florida, a Florida political subdivision of the State of Florida
Date: July 7, 2010

BUYER'S EXPENSES OF SALE

Buyer is obligated for the payment of and simultaneously herewith has paid to Closing Agent the funds required to pay the following described expenses of purchase, and Buyer hereby requests and directs that the Closing Agent disburse directly to the persons hereinafter named the following amounts to cover Buyer's expenses of purchase as follows:

Purchase Price		\$89,600.00
Attorney Fees	GrayRobinson, P.A.	POC
	Amount Due from Buyer	<u>\$89,600.00</u>

SELLER'S EXPENSES OF SALE

Seller is obligated for the payment of and simultaneously herewith has paid to Closing Agent the funds required to pay the following described expenses of purchase, and Seller hereby requests and directs that the Closing Agent disburse directly to the persons hereinafter named the following amounts to cover Seller's expenses of purchase as follows:

Purchase Price		\$89,600.00
Recording fees	Clerk of the Court - Marion County	
	Utility Easement (Water) 7 pages	(\$61.00)
	Documentary Stamp Taxes on Easements	(\$0.70)
	Marion County/Sunshine...Water Agmt (31 pages)	(\$265.00)
Attorney Fees	Grantor's Attorney fees	POC
Corporate Items	Good Standing Certificate	(\$15.00)

TOTAL AMOUNT DUE SELLER		<u>\$89,258.30</u>
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**TO BE ATTACHED TO THAT CERTAIN AMENDED AND RESTATED CLOSING
STATEMENT DATED JULY 7, 2010, BY AND BETWEEN
SUNSHINE UTILITIES OF CENTRAL FLORIDA, INC. AND MARION COUNTY**

FURTHER ASSURANCE AGREEMENT

It is the intention for all documentation and disbursements for this transaction to accurately reflect the agreement between Grantor and Grantee and for each party to pay all costs and expenses contemplated by said agreement.

Accordingly, the undersigned agree that they will cooperate in initialing, re-executing, and redelivering any closing documents and in correcting any disbursements, charges and credits reflected on the Closing Statement where such corrective action is deemed necessary or desirable in the reasonable discretion of GrayRobinson, P.A.

POST CLOSING AGREEMENTS

Grantor and Grantee hereby agree that possession of the Subject Property shall be delivered by Grantor to Grantee on the Date of Closing, and that Grantee shall assume all management and operating responsibilities for the Date of Closing and thereafter.

APPROVAL OF CLOSING STATEMENT

Grantor and Grantee hereby acknowledge that they have read and approved the within and foregoing Closing Statement and agree that it accurately reflects the substance of the financial aspects of the transaction contemplated by the Governing Contract and hereby approve the Grantee's payment and the Closing Attorneys' disbursement of the proceeds of the subject transaction in the manner, in the amounts and to the persons hereinabove set forth.

This closing statement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same document. To facilitate execution, the parties hereto agree that this Closing Statement may be executed and telecopied to the other party and that the executed telecopy shall be binding and enforceable as an original.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Closing Statement to be executed by their respective officers thereunto duly authorized as of the Closing Date.

GRANTOR:

**SUNSHINE UTILITIES OF CENTRAL FLORIDA, INC.,
a Florida corporation**

By: 

James H. Hodges, President

GRANTEE:

**MARION COUNTY, a political subdivision
of the State of Florida**

By: 

Barbara Fitos, County Chair

ATTEST:

By: 

David R. Ellspermann, County Clerk

UNDERTAKING OF CLOSING AGENT

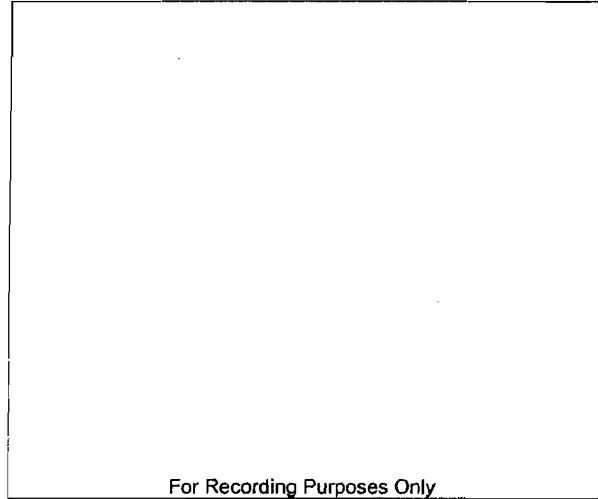
Closing Agent hereby agrees with Grantor and Grantee to undertake its duties as Closing Agent for the subject purchase and sale transaction, to abide by and comply with the within and foregoing instructions of Grantee and Grantor, and to disburse the proceeds of the subject purchase and sale transaction at Closing in the manner, to the persons, in the amounts and at the times hereinabove specified in the within and foregoing Closing Statement.

GRAYROBINSON, P.A.

By: 
for Thomas A. Cloud

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

Thomas A. Cloud, Esq. (JSW/mt)
GRAYROBINSON, P.A.
301 East Pine Street, Suite 1400
Post Office Box 3068
Orlando, FL 32802-3068
(407) 843-8880



UTILITY EASEMENT
AND BILL OF SALE
(WATER SYSTEM)

THIS UTILITY EASEMENT AND BILL OF SALE (this "Agreement") is made and entered into this 7th day of July, 2010, by **SUNSHINE UTILITIES OF CENTRAL FLORIDA, INC.**, a Florida corporation, whose address is 10230 East Highway 25, Belleview, Florida 34420 ("Grantor"), and **MARION COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose mailing address is 601 S.E. 25th Avenue, Ocala, Florida 34471-2690 ("Grantee").

RECITALS

WHEREAS, Grantor is the owner and operator of that certain potable water production, treatment, storage, transmission and distribution system known as the Lakeview Hills Water System (together the "Water System") as more particularly described in **Exhibit "1"** attached hereto and incorporated herein (the "Property");

WHEREAS, Grantor and Grantee executed that certain Marion County/Sunshine Utilities of Central Florida, Inc., Water System Asset Purchase and Sale Agreement, dated April 20, 2010, recorded May 11, 2010, in Official Records Book 5356, Page 637, under file number 2010042243, Public Records of Marion County, Florida (the "Purchase Agreement"); and

WHEREAS, in accordance with the terms of the Purchase Agreement and the terms, provisions, covenants and conditions set forth herein, Grantor desires to: (1) convey an easement to Grantee for the operation, maintenance, construction and access to, and (2) convey ownership of, that Water System, as more particularly described in **Exhibit "2"** attached hereto and incorporated herein.

NOW THEREFORE, in consideration of the above Recitals, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

SECTION 1. RECITALS. The above recitals are true and correct, and form a material part of this Agreement.

SECTION 2. GRANT OF PERPETUAL EASEMENT.

2.1 Grant of General Easement. In consideration of its obligations under the Purchase Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor hereby declares, grants, and establishes in favor of Grantee, its successors, and assigns:

(1) a non-exclusive perpetual easement ("Water Easement") for the facilities and pipes associated with the Water System with full authority to own, enter upon, construct, operate and maintain said Water System, over, under, across and through portions of the Property on which Water System is located outside the public right-of-way, as more specifically described in **Exhibit "1"** attached hereto and incorporated herein by reference. In no event and under no circumstance shall the term "Water Easement" include any portion of the Property now or in the future improved with a building or other structure in compliance with the restrictions set forth in Section 2 of this Agreement; and,

(2) a non-exclusive perpetual easement ("Access Easement") of ingress and egress to any part of the Property for the purpose of the construction, ownership, maintenance and operation of the Water System. In no event and under no circumstance shall the term "Access Easement" include any portion of the Property now or in the future improved with a building or other structure in compliance with the restrictions set forth in Section 2 of this Agreement.

Grantee shall utilize the Water Easement and Access Easement in a manner which shall not unreasonably interfere with the use, occupancy or enjoyment of the Property by the Grantor, its tenants, licensees and invitees except in each case for temporary closures or other minor inconveniences the scope and duration of which are minimized to the extent reasonably possible. All work performed by Grantee shall be performed in a manner that will minimize damage to the Property, other than minor damage, which shall be promptly and diligently repaired by the Grantee by or on behalf of whom the work is performed. Grantor shall not locate any structures within the Water Easement or utilize the Property in a manner which would unreasonably restrict or impede Grantee's access to the Water System. Except for impermissible structures installed by Grantor or any third party in the Water Easements, the Grantee shall restore those portions of the Property disturbed by Grantee during the construction, ownership or maintenance of the Water System to a condition substantially similar to that in which the Grantee found the Property.

2.2 Future Specific Easement. Grantor and Grantee mutually agree that Grantor may at any time in the future at Grantor's expense, have a survey performed by a licensed surveyor reasonably acceptable to the Grantee to specifically designate easements for the Water System which shall be utilized by Grantee for the purposes set forth in this Agreement in lieu than the general easements granted above. Upon agreement by Grantor and Grantee on the adequacy of such specific easement locations, Grantee and Grantor will enter into an amendment of this Agreement which shall substitute the specific easements descriptions so agreed. Any such substitute easements shall provide the Grantee adequate access to the Water System and shall

include a minimum of ten (10) feet on either side of the center line for the pipelines comprising the Water System.

2.3 Duration and Option to Renew. The term of this Agreement shall be for the earlier of: one (1) year beginning on April 23, 2010 (the "Commencement Date"), or that date Grantee completes the construction of a water pipeline and connection to provide water service to the customers of the Water System (the "Initial Term"). So long as neither party has terminated this Agreement as provided herein, and Grantee is not in default of this Agreement, Grantor hereby grants Grantee an option to extend this Agreement beyond the initial term of one (1) year for one (1) additional period of one (1) year (the "Additional Term") as may be needed by Grantee to complete the construction contemplated herein. Should Grantee fail to give Grantor written notice during the Initial Term of this Agreement of its election to renew this Agreement for the Additional Term, Grantee's right of renewal shall be deemed automatically elected upon the expiration of the Initial Term. Notwithstanding Grantee's ability to extend the Initial Term or any other provision of this Agreement, Grantee hereby reserves the right to terminate this Agreement for any reason prior to the end of the Initial Term or during any successive Additional Term by giving Grantor written notice of its election to terminate this Agreement at least ten (10) days in advance of the intended effective date of the termination.

SECTION 3. CONVEYANCE OF WATER SYSTEM. In consideration of its obligations under the Purchase Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby conveys to Grantee:

(1) all right, title and interest in the Water System, including without limitation the water distribution pipes, billing meters and all associated facilities on, over, across, under or through the Property as described in **Exhibit "1"** and **Exhibit "2"** attached hereto and incorporated herein which are necessary to allow the Grantee to provide water service AS IS and without representation or warranty as to condition, to have and to hold the same unto Grantee and its successors and assigns forever.

SECTION 4. ASSURANCES OF TITLE. Grantor hereby warrants to said Grantee that:

(1) Grantor is lawfully seized of the Property, is the owner of the Water System and has good right and lawful authority to convey the Water Easement, Water System, and Access Easement to Grantee under the terms of this Utility Easement and Bill of Sale; and,

(2) the Water System shall at the time of conveyance to the Grantor, be free and clear of all monetary encumbrances and liens and any other encumbrances which would prevent the use of these facilities by the Grantee as intended under this Agreement.

Grantor shall defend Grantee's right, title and interest in the Water Easement, Water System, and Access Easement against the lawful claims of all persons claiming by, through or under Grantor.

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

Signed, sealed and delivered in the presence of:

Grantor:

SUNSHINE UTILITIES OF CENTRAL FLORIDA, INC.,
a Florida corporation

[Signature]

Print Name: Dewaine Christmas

Pamela Christmas

Print Name: Pamela Christmas

By: [Signature]
James H. Hodges, President

[CORPORATE SEAL]

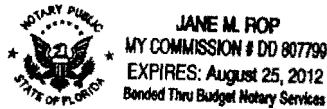
STATE OF FLORIDA
COUNTY OF Manatee

The foregoing instrument was acknowledged before me this __ day of May, 2010 by James H. Hodges, as President of SUNSHINE UTILITIES OF CENTRAL FLORIDA, INC., a Florida corporation, on behalf of the company and who executed the foregoing.

[Signature]
Signature of Notary Public

Print Notary Name: JANE M. ROP

My Commission Expires: _____



AFFIX NOTARY STAMP

Commission No.: _____

Personally known, or

Produced Identification

Type of Identification Produced: _____

Grantee:

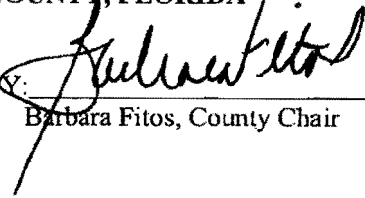
BOARD OF COUNTY
COMMISSIONERS OF MARION
COUNTY, FLORIDA

ATTEST:



David R. Ellspermann, Clerk

BY:

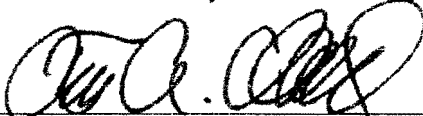


Barbara Fitos, County Chair

Date: July 7, 2010

FOR THE USE AND RELIANCE
OF MARION COUNTY ONLY.
APPROVED AS TO FORM

June 21, 2010, 2010



Thomas A. Cloud, Esquire
Special Utility Counsel

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me this 7th day of
July, 2010, by Barbara Fitos, Chair of the Board of County Commissioners,
known to me to be the person described in and who executed the foregoing.



Signature of Notary Public

Cindy D. Bonvissuto

(Print Notary Name)

My Commission Expires: February 17, 2012

Commission No.: DD 750632

Personally known, or

Produced Identification

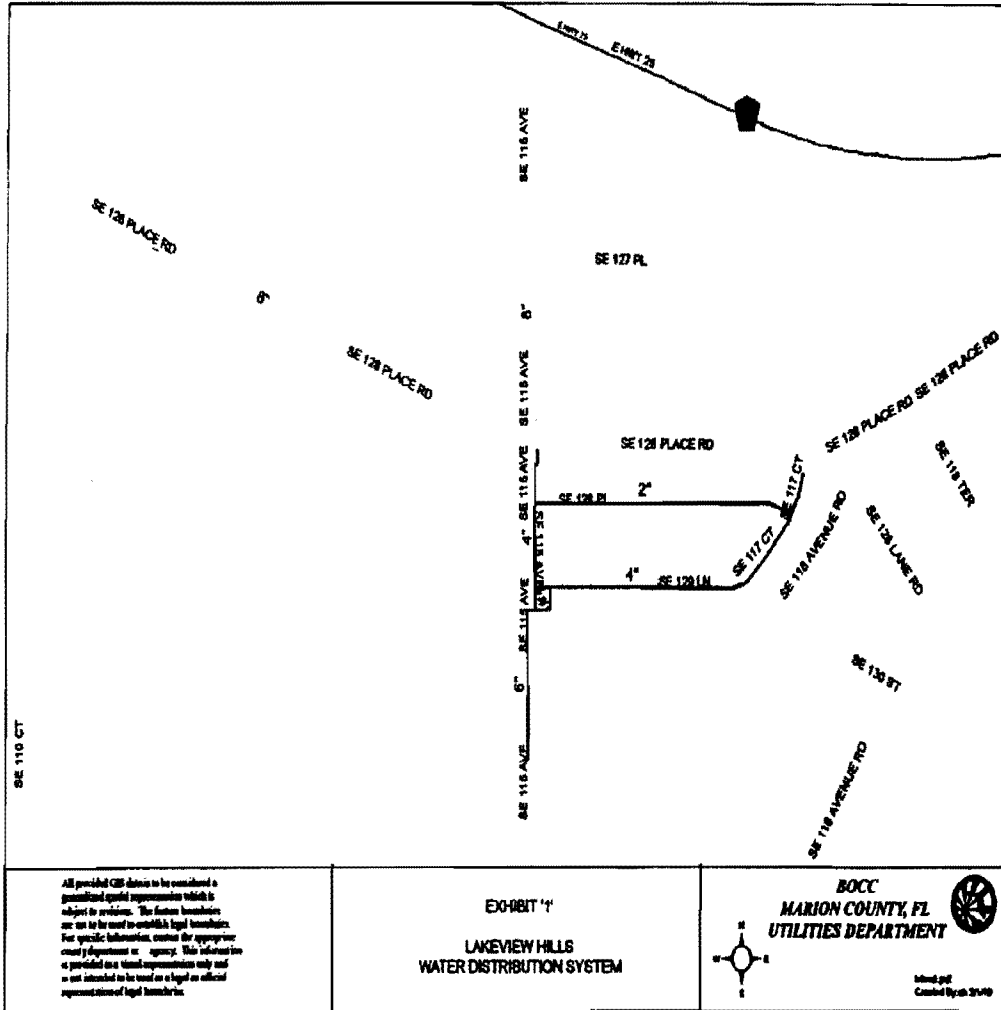
Type of Identification Produced

AFFIX NOTARY STAMP



EXHIBIT "1"


WATER DISTRIBUTION LINES



All provided GIS data is to be considered a generalized spatial representation which is subject to revision. The feature boundaries are not to be used to establish legal boundaries. For specific information, contact the appropriate county department or agency. This information is provided as a visual representation only and is not intended to be used as a legal or official representation of legal boundaries.

EXHIBIT "1"
LAKEVIEW HILLS
WATER DISTRIBUTION SYSTEM

BOCC
MARION COUNTY, FL
UTILITIES DEPARTMENT



Inch:ft
 Created by: 2/14/08

EXHIBIT "2"

DESCRIPTION OF WATER SYSTEM

1. All of the assets owned by Grantor and used or held for use in connection with the Water System, including all water transmission, distribution, and other water facilities of every kind and description whatsoever including without limitation, all trade fixtures, leasehold improvements, controls, collection and transmission pipes or facilities, valves, meters, service connections, and all other water service connections, and all other water physical facilities and property installations in use in connection with the operation of the Water System by the Grantor.
2. All equipments, tools, parts, laboratory equipments, office equipment and other personal property owned by the Grantor and utilized by the Grantor exclusively in connection with the operation of the Water System located on, under, through, and over the Property.
3. All current customer records and supplier lists, as build surveys, water plans, plats, engineering and other drawings, designs, blueprints, plans and specifications, and all reproducible documents, mylars, sepias, other original documents used or held for use with the Water System, accounting and customer records, all other information and business records that relate to the operation of the Water System.

**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

Thomas A. Cloud, Esq.
GRAY ROBINSON, P.A.
301 East Pine Street, Suite 1400
Post Office Box 3068
Orlando, FL 32802-3068
(407) 843-8880

For Recording Purposes Only

**AMENDMENT TO MARION COUNTY/SUNSHINE UTILITIES OF
CENTRAL FLORIDA, INC.
WATER SYSTEM STANDARD
ASSET PURCHASE & SALE AGREEMENT**

CONTRACT NO. 10-02

THIS AGREEMENT made and entered into this 7th day of July, 2010, by and between **SUNSHINE UTILITIES OF CENTRAL FLORIDA, INC.**, a Florida corporation (hereafter "SELLER"), and **MARION COUNTY**, a political subdivision of the State of Florida (hereafter the "COUNTY").

RECITALS

1. SELLER owns and operates a potable water production, treatment, storage, transmission, and distribution system in Marion County, Florida, known as the Lakeview Hills Water System (hereafter the "Water System" or the "Utility System").
2. The SELLER is willing to sell the Utility System to the COUNTY, and the COUNTY is willing to purchase the Utility System from the SELLER.
3. The parties executed that certain Marion County/Sunshine Utilities of Central Florida, Inc., Water System Asset Purchase & Sale Agreement, Contract No. 10-02, dated April 20, 2010 (the "Original Agreement").
4. The parties, pursuant to Section 17 of the Original Agreement, desire to amend the Original Agreement to provide for an updated number of

connections to be conveyed to the COUNTY and to provide for a new Closing Date, as more particularly set forth herein.

ACCORDINGLY, for and in consideration of the Recitals, the mutual undertakings and agreements herein contained and assumed, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the SELLER and the COUNTY hereby covenant and agree as follows:

SECTION 1. RECITALS. The above Recitals are true and correct, and form a material part of this Agreement.

SECTION 2. AMENDMENT TO SUBSECTION 4.1 OF ORIGINAL AGREEMENT. The SELLER and the COUNTY agree that subsection 4.1 of the Original Agreement is hereby amended as follows:

4.1 The COUNTY hereby agrees to pay to the SELLER at closing a total Purchase Price in the amount of EIGHTY NINE THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$89,600.00), which amount equals ONE THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$1,400.00) for each of the sixty four (64) connections within the Utility System Certificated Service Area shown on **Exhibit "5"** attached to and incorporated into Original Agreement. Said Purchase Price shall be paid at closing in federal or other immediately available funds by wire transfer."

SECTION 3. AMENDMENT TO SECTION 10 OF ORIGINAL AGREEMENT. The SELLER and the COUNTY agree that Section 10 of the Original Agreement is hereby amended as follows:

SECTION 10. CLOSING. The place of closing shall be in Ocala, Marion County, Florida at the COUNTY's administration building and such closing shall occur on or before July 6, 2010 (the "Closing Date"). Notwithstanding anything to the contrary, the closing of this transaction shall take place upon the delivery of the Purchase Price to the SELLER in the manner and on the date provided for in this Agreement. The parties agree that the closing of this transaction on or before July 6, 2010, was a material part of the negotiations and absent such agreement this transaction would not have taken place. Accordingly, the closing of this transaction shall not be extended beyond the Closing Date. The COUNTY shall assume responsibility for operation of the Water System no later than August 1, 2010."

SECTION 4. EFFECT UPON ORIGINAL AGREEMENT. Except as expressly amended by this Agreement, the terms and conditions of the Original Agreement shall remain unchanged and unamended, as are hereby ratified and confirmed. All capitalized terms not defined herein shall have the same meaning as defined in the Original Agreement.

IN WITNESS WHEREOF, the SELLER and the COUNTY have executed or have caused this Agreement to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

ATTEST:

MARION COUNTY, FLORIDA, a
political subdivision of the State of
Florida

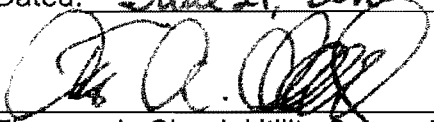
By: 
Barbara Fitos, County Chair

Date: July 7, 2010


David R. Ellspermann, Clerk

FOR THE USE AND RELIANCE
OF MARION COUNTY ONLY.
APPROVED AS TO FORM.

Dated: June 21, 2010


Thomas A. Cloud, Utility Counsel

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

SUNSHINE UTILITIES OF
CENTRAL FLORIDA, INC.,
a Florida corporation

x [Signature]
Name: Dewaine Christmas

BY: [Signature]
Print Name: James Hodges
As Its: President

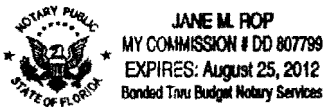
x Pamela Christmas
Name: Pamelachristmas

DATE: 6/17/10

[CORPORATE SEAL]

STATE OF FLORIDA
COUNTY OF Manatee

The foregoing instrument was acknowledged before me this 17 day of June, 2010, by James H. Hodges, as President, of SUNSHINE UTILITIES OF CENTRAL FLORIDA, INC., a corporation authorized to do business in the State of Florida, on behalf of the corporation.



AFFIX NOTARY STAMP

[Signature]
Signature of Notary Public
JANE M ROP
(Print Notary Name)
My Commission Expires: _____
Commission No.: _____
 Personally known, or
 Produced Identification
Type of Identification Produced _____

DAVID R. ELLSPERMANN, CLERK OF COURT MARION COUNTY
DATE: 07/19/2010 11:17:39 AM
FILE #: 2010064991 OR BK 05386 PGS 0724-0727

**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

Thomas A. Cloud, Esq.
GRAY ROBINSON, P.A.
301 East Pine Street, Suite 1400
Post Office Box 3068
Orlando, FL 32802-3068
(407) 843-8880



RECORDING FEES 35.50

For Recording Purposes Only

**AMENDMENT TO MARION COUNTY/SUNSHINE UTILITIES OF
CENTRAL FLORIDA, INC.
WATER SYSTEM STANDARD
ASSET PURCHASE & SALE AGREEMENT**

CONTRACT NO. 10-02

THIS AGREEMENT made and entered into this 7th day of July, 2010, by and between **SUNSHINE UTILITIES OF CENTRAL FLORIDA, INC.**, a Florida corporation (hereafter "SELLER"), and **MARION COUNTY**, a political subdivision of the State of Florida (hereafter the "COUNTY").

RECITALS

1. SELLER owns and operates a potable water production, treatment, storage, transmission, and distribution system in Marion County, Florida, known as the Lakeview Hills Water System (hereafter the "Water System" or the "Utility System").
2. The SELLER is willing to sell the Utility System to the COUNTY, and the COUNTY is willing to purchase the Utility System from the SELLER.
3. The parties executed that certain Marion County/Sunshine Utilities of Central Florida, Inc., Water System Asset Purchase & Sale Agreement, Contract No. 10-02, dated April 20, 2010 (the "Original Agreement").
4. The parties, pursuant to Section 17 of the Original Agreement, desire to amend the Original Agreement to provide for an updated number of

connections to be conveyed to the COUNTY and to provide for a new Closing Date, as more particularly set forth herein.

ACCORDINGLY, for and in consideration of the Recitals, the mutual undertakings and agreements herein contained and assumed, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the SELLER and the COUNTY hereby covenant and agree as follows:

SECTION 1. RECITALS. The above Recitals are true and correct, and form a material part of this Agreement.

SECTION 2. AMENDMENT TO SUBSECTION 4.1 OF ORIGINAL AGREEMENT. The SELLER and the COUNTY agree that subsection 4.1 of the Original Agreement is hereby amended as follows:

4.1 The COUNTY hereby agrees to pay to the SELLER at closing a total Purchase Price in the amount of EIGHTY NINE THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$89,600.00), which amount equals ONE THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$1,400.00) for each of the sixty four (64) connections within the Utility System Certificated Service Area shown on **Exhibit "5"** attached to and incorporated into Original Agreement. Said Purchase Price shall be paid at closing in federal or other immediately available funds by wire transfer."

SECTION 3. AMENDMENT TO SECTION 10 OF ORIGINAL AGREEMENT. The SELLER and the COUNTY agree that Section 10 of the Original Agreement is hereby amended as follows:

SECTION 10. CLOSING. The place of closing shall be in Ocala, Marion County, Florida at the COUNTY's administration building and such closing shall occur on or before July 6, 2010 (the "Closing Date"). Notwithstanding anything to the contrary, the closing of this transaction shall take place upon the delivery of the Purchase Price to the SELLER in the manner and on the date provided for in this Agreement. The parties agree that the closing of this transaction on or before July 6, 2010, was a material part of the negotiations and absent such agreement this transaction would not have taken place. Accordingly, the closing of this transaction shall not be extended beyond the Closing Date. The COUNTY shall assume responsibility for operation of the Water System no later than August 1, 2010."

SECTION 4. EFFECT UPON ORIGINAL AGREEMENT. Except as expressly amended by this Agreement, the terms and conditions of the Original Agreement shall remain unchanged and unamended, as are hereby ratified and confirmed. All capitalized terms not defined herein shall have the same meaning as defined in the Original Agreement.

IN WITNESS WHEREOF, the SELLER and the COUNTY have executed or have caused this Agreement to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

ATTEST:

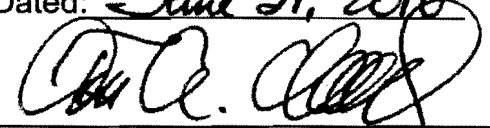
MARION COUNTY, FLORIDA, a
political subdivision of the State of
Florida

By: 
Barbara Fitos, County Chair

Date: July 7, 2010


David R. Ellspermann, Clerk

FOR THE USE AND RELIANCE
OF MARION COUNTY ONLY.
APPROVED AS TO FORM.

Dated: June 21, 2010

Thomas A. Cloud, Utility Counsel

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF:

SUNSHINE UTILITIES OF
CENTRAL FLORIDA, INC.,
a Florida corporation

x [Signature]
Name: Dewaine Christmas

BY: [Signature]
Print Name: James Hodges
As Its: President

Pamela Christmas
Name: Pamela Christmas

DATE: 6/17/10

[CORPORATE SEAL]

STATE OF FLORIDA
COUNTY OF Manatee

The foregoing instrument was acknowledged before me this 17 day of June, 2010, by James H. Hodges, as President, of SUNSHINE UTILITIES OF CENTRAL FLORIDA, INC., a corporation authorized to do business in the State of Florida, on behalf of the corporation.



JANE M. ROP
MY COMMISSION # DO 807799
EXPIRES: August 25, 2012
Bonded Thru Budget Notary Services

[Signature]
Signature of Notary Public
JANE M ROP

(Print Notary Name)
My Commission Expires: _____
Commission No.: _____

AFFIX NOTARY STAMP

Personally known, or
 Produced Identification
Type of Identification Produced _____

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

Thomas A. Cloud, Esq. (JSW/mt)
GRAYROBINSON, P.A.
301 East Pine Street, Suite 1400
Post Office Box 3068
Orlando, FL 32802-3068
(407) 843-8880

emw

DAVID R. ELLSPERMANN, CLERK OF COURT MARION COUNTY
DATE: 07/19/2010 11:17:39 AM
FILE #: 2010064992 OR BK 05386 PGS 0728-0734

RECORDING FEES 61.00

DEED DOC TAX 0.70

UK

For Recording Purposes Only

UTILITY EASEMENT
AND BILL OF SALE
(WATER SYSTEM)

THIS UTILITY EASEMENT AND BILL OF SALE (this "Agreement") is made and entered into this 7th day of July, 2010, by SUNSHINE UTILITIES OF CENTRAL FLORIDA, INC., a Florida corporation, whose address is 10230 East Highway 25, Belleview, Florida 34420 ("Grantor"), and MARION COUNTY, FLORIDA, a political subdivision of the State of Florida, whose mailing address is 601 S.E. 25th Avenue, Ocala, Florida 34471-2690 ("Grantee").

RECITALS

WHEREAS, Grantor is the owner and operator of that certain potable water production, treatment, storage, transmission and distribution system known as the Lakeview Hills Water System (together the "Water System") as more particularly described in Exhibit "1" attached hereto and incorporated herein (the "Property");

WHEREAS, Grantor and Grantee executed that certain Marion County/Sunshine Utilities of Central Florida, Inc., Water System Asset Purchase and Sale Agreement, dated April 20, 2010, recorded May 11, 2010, in Official Records Book 5356, Page 637, under file number 2010042283, Public Records of Marion County, Florida (the "Purchase Agreement"); and

WHEREAS, in accordance with the terms of the Purchase Agreement and the terms, provisions, covenants and conditions set forth herein, Grantor desires to: (1) convey an easement to Grantee for the operation, maintenance, construction and access to, and (2) convey ownership of, that Water System, as more particularly described in Exhibit "2" attached hereto and incorporated herein.

NOW THEREFORE, in consideration of the above Recitals, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

SECTION 1. RECITALS. The above recitals are true and correct, and form a material part of this Agreement.

SECTION 2. GRANT OF PERPETUAL EASEMENT.

2.1 **Grant of General Easement.** In consideration of its obligations under the Purchase Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor hereby declares, grants, and establishes in favor of Grantee, its successors, and assigns:

(1) a non-exclusive perpetual easement (“Water Easement”) for the facilities and pipes associated with the Water System with full authority to own, enter upon, construct, operate and maintain said Water System, over, under, across and through portions of the Property on which Water System is located outside the public right-of-way, as more specifically described in Exhibit “1” attached hereto and incorporated herein by reference. In no event and under no circumstance shall the term “Water Easement” include any portion of the Property now or in the future improved with a building or other structure in compliance with the restrictions set forth in Section 2 of this Agreement; and,

(2) a non-exclusive perpetual easement (“Access Easement”) of ingress and egress to any part of the Property for the purpose of the construction, ownership, maintenance and operation of the Water System. In no event and under no circumstance shall the term “Access Easement” include any portion of the Property now or in the future improved with a building or other structure in compliance with the restrictions set forth in Section 2 of this Agreement.

Grantee shall utilize the Water Easement and Access Easement in a manner which shall not unreasonably interfere with the use, occupancy or enjoyment of the Property by the Grantor, its tenants, licensees and invitees except in each case for temporary closures or other minor inconveniences the scope and duration of which are minimized to the extent reasonably possible. All work performed by Grantee shall be performed in a manner that will minimize damage to the Property, other than minor damage, which shall be promptly and diligently repaired by the Grantee by or on behalf of whom the work is performed. Grantor shall not locate any structures within the Water Easement or utilize the Property in a manner which would unreasonably restrict or impede Grantee’s access to the Water System. Except for impermissible structures installed by Grantor or any third party in the Water Easements, the Grantee shall restore those portions of the Property disturbed by Grantee during the construction, ownership or maintenance of the Water System to a condition substantially similar to that in which the Grantee found the Property.

2.2 **Future Specific Easement.** Grantor and Grantee mutually agree that Grantor may at any time in the future at Grantor’s expense, have a survey performed by a licensed surveyor reasonably acceptable to the Grantee to specifically designate easements for the Water System which shall be utilized by Grantee for the purposes set forth in this Agreement in lieu than the general easements granted above. Upon agreement by Grantor and Grantee on the adequacy of such specific easement locations, Grantee and Grantor will enter into an amendment of this Agreement which shall substitute the specific easements descriptions so agreed. Any such substitute easements shall provide the Grantee adequate access to the Water System and shall

include a minimum of ten (10) feet on either side of the center line for the pipelines comprising the Water System.

2.3 Duration and Option to Renew. The term of this Agreement shall be for the earlier of: one (1) year beginning on April 20, 2010 (the "Commencement Date"), or that date Grantee completes the construction of a water pipeline and connection to provide water service to the customers of the Water System (the "Initial Term"). So long as neither party has terminated this Agreement as provided herein, and Grantee is not in default of this Agreement, Grantor hereby grants Grantee an option to extend this Agreement beyond the initial term of one (1) year for one (1) additional period of one (1) year (the "Additional Term") as may be needed by Grantee to complete the construction contemplated herein. Should Grantee fail to give Grantor written notice during the Initial Term of this Agreement of its election to renew this Agreement for the Additional Term, Grantee's right of renewal shall be deemed automatically elected upon the expiration of the Initial Term. Notwithstanding Grantee's ability to extend the Initial Term or any other provision of this Agreement, Grantee hereby reserves the right to terminate this Agreement for any reason prior to the end of the Initial Term or during any successive Additional Term by giving Grantor written notice of its election to termination this Agreement at least ten (10) days in advance of the intended effective date of the termination.

SECTION 3. CONVEYANCE OF WATER SYSTEM. In consideration of its obligations under the Purchase Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby conveys to Grantee:

(1) all right, title and interest in the Water System, including without limitation the water distribution pipes, billing meters and all associated facilities on, over, across, under or through the Property as described in **Exhibit "1"** and **Exhibit "2"** attached hereto and incorporated herein which are necessary to allow the Grantee to provide water service AS IS and without representation or warranty as to condition, to have and to hold the same unto Grantee and its successors and assigns forever.

SECTION 4. ASSURANCES OF TITLE. Grantor hereby warrants to said Grantee that:

(1) Grantor is lawfully seized of the Property, is the owner of the Water System and has good right and lawful authority to convey the Water Easement, Water System, and Access Easement to Grantee under the terms of this Utility Easement and Bill of Sale; and,

(2) the Water System shall at the time of conveyance to the Grantor, be free and clear of all monetary encumbrances and liens and any other encumbrances which would prevent the use of these facilities by the Grantee as intended under this Agreement.

Grantor shall defend Grantee's right, title and interest in the Water Easement, Water System, and Access Easement against the lawful claims of all persons claiming by, through or under Grantor.

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

Signed, sealed and delivered in the presence of:

Grantor:

SUNSHINE UTILITIES OF CENTRAL FLORIDA, INC.,
a Florida corporation

[Handwritten Signature]

Print Name: Dewaine Christmas

Pamela Christmas

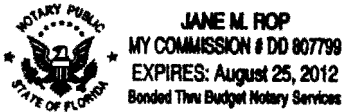
Print Name: Pamela Christmas

By: [Handwritten Signature]
James H. Hodges, President

[CORPORATE SEAL]

STATE OF FLORIDA
COUNTY OF [Handwritten]

The foregoing instrument was acknowledged before me this ___ day of May, 2010 by James H. Hodges, as President of SUNSHINE UTILITIES OF CENTRAL FLORIDA, INC., a Florida corporation, on behalf of the company and who executed the foregoing.



[Handwritten Signature]
Signature of Notary Public

Print Notary Name: JANE M ROP

My Commission Expires: _____

AFFIX NOTARY STAMP

Commission No.: _____
 Personally known, or
 Produced Identification
Type of Identification Produced: _____

Grantee:

BOARD OF COUNTY
COMMISSIONERS OF MARION
COUNTY, FLORIDA

BY: *Barbara Fitos*
Barbara Fitos, County Chair

ATTEST:

David R. Ellspermann

David R. Ellspermann, Clerk

Date: July 7, 2010

FOR THE USE AND RELIANCE
OF MARION COUNTY ONLY.
APPROVED AS TO FORM

June 21, 2010, 2010

Thomas A. Cloud
Thomas A. Cloud, Esquire
Special Utility Counsel

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me this 7th day of
July, 2010, by Barbara Fitos, Chair of the Board of County Commissioners,
known to me to be the person described in and who executed the foregoing.

Cindy D. Bonvissuto
Signature of Notary Public
Cindy D. Bonvissuto

(Print Notary Name)

My Commission Expires: February 17, 2012

Commission No.: DD 750632

Personally known, or

Produced Identification

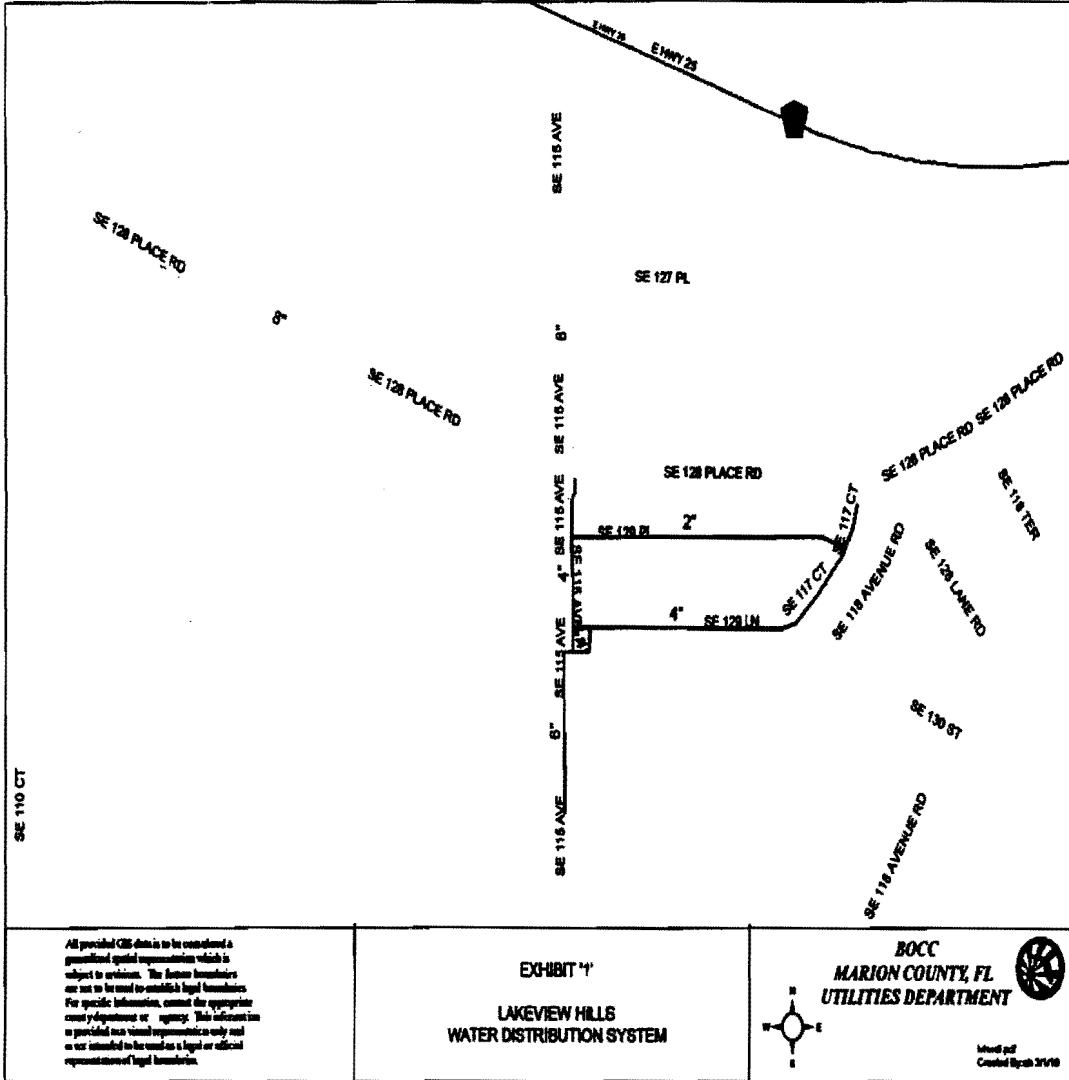
Type of Identification Produced

AFFIX NOTARY STAMP



EXHIBIT "1"


WATER DISTRIBUTION LINES



All provided GIS data is to be considered a generalized spatial representation which is subject to revision. The feature boundaries are not to be used to establish legal boundaries. For specific information, contact the appropriate county department or agency. This information is provided for informational purposes only and is not intended to be used as a legal or official representation of legal boundaries.

EXHIBIT "1"
LAKEVIEW HILLS
WATER DISTRIBUTION SYSTEM

BOCC
MARION COUNTY, FL
UTILITIES DEPARTMENT



West of
 Corridor 34/98

EXHIBIT "2"

DESCRIPTION OF WATER SYSTEM

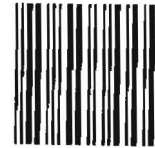
1. All of the assets owned by Grantor and used or held for use in connection with the Water System, including all water transmission, distribution, and other water facilities of every kind and description whatsoever including without limitation, all trade fixtures, leasehold improvements, controls, collection and transmission pipes or facilities, valves, meters, service connections, and all other water service connections, and all other water physical facilities and property installations in use in connection with the operation of the Water System by the Grantor.
2. All equipments, tools, parts, laboratory equipments, office equipment and other personal property owned by the Grantor and utilized by the Grantor exclusively in connection with the operation of the Water System located on, under, through, and over the Property.
3. All current customer records and supplier lists, as build surveys, water plans, plats, engineering and other drawings, designs, blueprints, plans and specifications, and all reproducible documents, mylars, sepias, other original documents used or held for use with the Water System, accounting and customer records, all other information and business records that relate to the operation of the Water System.

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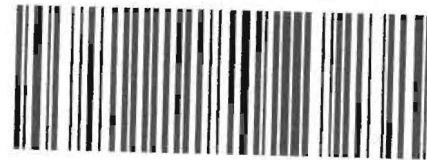
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