

State of Florida



Public Service Commission

CAPITAL CIRCLE OFFICE CENTER • 2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FLORIDA 32399-0850

-M-E-M-O-R-A-N-D-U-M-

RECEIVED FPSC
JAN 10 AM 11:07
COMMISSION CLERK

DATE: January 10, 2011
TO: Dorothy E. Menasco, Chief Deputy Commission Clerk, Office of Commission Clerk
FROM: *MCA* Melissa C. Jones-Alexis, Regulatory Analyst II, Division of Economic Regulation
RE: Docket No. 100456-WS, Application for transfer of water and wastewater facilities to North Sumter County Utility Dependent District, and cancellation of Certificate Nos. 618-W and 532-S, by North Sumter Utility Company, L.L.C.

Please add the following e-mail letter and attachments dated January 7, 2011, from Martin Friedman, Attorney for North Sumter Utility Company, L.L.C., to me, Commission staff. The attachments are in response to my January 5, 2011, request for a statement regarding the disposition of customer deposits and copies of Exhibits C, H, I, M, and T of the purchase agreement between North Sumter Utility Company, L.L.C., and North Sumter County Utility Dependent District. Thank you.

Attachment

cc: GCL (Klancke)

DOCUMENT NUMBER DATE

00241 JAN 10 =

FPSC-COMMISSION CLERK

Melissa Jones-Alexis

From: Martin Friedman [MFriedman@RSBattorneys.com]
Sent: Friday, January 07, 2011 2:23 PM
To: Melissa Jones-Alexis
Cc: Wise, John
Subject: RE: North Sumter, Dkt. 100456-WS/File No. 34078.09
Attachments: Exhibit T to NSU Agreement.pdf; Exhibits C, H, I & M.pdf

Melissa,

Attached are the Exhibits. Exhibit I answers your question about customer deposits. Let me know if you need anything else.

Regards, Marty

Martin S. Friedman, Esquire
 Rose, Sundstrom & Bentley, LLP
 766 North Sun Drive, Suite 4030
 Lake Mary, FL 32746
 Voice: 407-830-6331
 Fax: 407-830-8522
 Cell: 407-310-2077

Offices also in Tallahassee and Boca Raton

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From: Melissa Jones-Alexis [mailto:mjonesal@PSC.STATE.FL.US]
Sent: Wednesday, January 05, 2011 2:07 PM
To: Martin Friedman
Subject: North Sumter, Dkt. 100456-WS/File No. 34078.09

Good afternoon Mr. Friedman,

I am working on the recommendation for North Sumter's application for transfer to North Sumter County Utility Dependent District, and the following information is needed to clarify the application.

Contract Document. In accordance with Rule 25-30.037(4)(c), Florida Administrative Code (F.A.C.), an application for transfer to a governmental authority should include a copy of the contract or other document transferring the utility system to the governmental authority. Although a copy of the Offer to Sell and Agreement for Purchase and Sale was included with the application, the Exhibits referenced within did not accompany the Agreement. Please submit a copy of Exhibits C, H, I, M, and T.

Customer Deposits. In accordance with Rule 25-30.037(4)(g), F.A.C., an application for transfer to a governmental authority should include a statement describing the disposition of customer deposits and interest. Please provide a statement indicating whether NSU refunded customer deposits prior to closing, transferred customer deposits to North Sumter County Utility Dependent District at closing, or some other action was taken with regard to

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these deposits.

Please feel free to contact me with any questions or concerns regarding these items. Your response on or before January 11, 2011, would be greatly appreciated. Please let me know as soon as possible if you require additional time. E-filing may be the quickest way to provide staff with this information. Please be sure to reference Docket No. 100456-WS in your response.

Thank you in advance for your assistance!

Best Regards,

Melissa-Kaye Jones-Alexis
Regulatory Analyst
Florida Public Service Commission
Division of Economic Regulation
(850) 413-6997
mjonesal@psc.state.fl.us

Please note: Florida has a very broad public records law. Most written communications to or from state officials regarding state business are considered to be public records and will be made available to the public and the media upon request. Therefore, your e-mail message may be subject to public disclosure.

UTILITY SERVICES AGREEMENT

This **UTILITY SERVICES AGREEMENT** ("Agreement") is made effective the 7th day of December, 2010 (the "Effective Date"), by and among **NORTH SUMTER COUNTY UTILITY DEPENDENT DISTRICT**, a dependent district of Sumter County authorized by Chapter 189 and Chapter 125, F.S. (herein, "NSCUDD"), **CENTRAL SUMTER UTILITY COMPANY, LLC**, a Florida limited liability company whose address is 1020 Lake Sumter Landing, The Villages, Florida 32162 (herein, "CSU"), and **SUMTER WATER CONSERVATION AUTHORITY, LLC**, a Florida limited liability company whose address is 1020 Lake Sumter Landing, The Villages, Florida 32162 (herein, "SWCA").

RECITALS

- A. CSU is in the process of constructing a potable water treatment facility and a wastewater treatment facility (collectively, the "CSU Facilities").
- B. SWCA is in the process of constructing a non-potable irrigation and fire protection water system (the "SWCA System").
- C. Pursuant to a prior agreement between North Sumter Utility Company, L.L.C. ("NSU") and CSU, NSU and CSU have constructed and installed interconnects between each other's potable water and wastewater treatment facilities.
- D. Further, pursuant to a prior agreement between The Villages Water Conservation Authority, L.L.C. ("VWCA") and SWCA, VWCA and SWCA have constructed and installed interconnects between each other's non-potable irrigation and fire protection water systems.
- E. NSCUDD has acquired from NSU and VWCA, and now owns and operates (a) a potable water distribution system, (b) a wastewater treatment facility, and (c) a non-potable irrigation and fire protection water system (irrigation and fire protection water systems are generally referred to herein as "non-potable" systems).
- F. NSCUDD, CSU, and SWCA wish to maintain interconnects between each party's respective water, wastewater, and non-potable water systems so that (a) during the time in which the CSU Facilities and SWCA System are being constructed, NSCUDD can provide to CSU interim bulk water and wastewater treatment service, and can provide to SWCA interim bulk non-potable water service, and (b) at any time during the term of this Agreement, NSCUDD, CSU, and SWCA can each supply appropriate bulk service to the requesting party should an emergency arise or should one party experience a demand it cannot otherwise meet.
- G. NSCUDD, CSU and SWCA agree that the maintenance of physical connections to make such interim bulk and reciprocal bulk service available will help provide for the satisfaction, safety, and well-being of their respective customers.

NOW THEREFORE, at this time, NSCUDD, CSU, and SWCA wish to enter into an agreement whereby (a) NSCUDD will provide interim bulk potable water supply and wastewater treatment to CSU while the CSU Facilities are being constructed, and interim non-potable water service to SWCA while the SWCA System is being constructed, and (b) during the term of this Agreement, NSCUDD, and CSU and SWCA will provide each other, upon request, bulk water, wastewater, and/or non-potable water service, through interconnects, as further set forth below.

1. INTERIM BULK POTABLE WATER, WASTEWATER TREATMENT, AND NON-POTABLE WATER SERVICE.

A. Interim Bulk Service.

i. Potable Water and Wastewater Treatment Service. Upon request, which need not be in writing, NSCUDD covenants with CSU to use its excess potable water supply and wastewater treatment capacity to provide CSU with interim bulk potable water supply and wastewater treatment services, at the rate and manner set forth herein, and to the extent that, in NSCUDD's good faith estimate, may be made available without significant disruption to NSCUDD's existing customers and without violating any existing permits, up to a quantity requested by CSU.

ii. Non-Potable Water Service. Upon request, which need not be in writing, NSCUDD covenants with SWCA to use its excess non-potable water supply to provide SWCA with interim bulk non-potable water supply, at the rate and manner set forth herein, and to the extent that, in NSCUDD's good faith estimate, may be made available without significant disruption to NSCUDD's existing customers and without violating any existing permits, up to a quantity requested by SWCA.

B. Interim Bulk Service Time Frame. Interim bulk potable water supply, wastewater treatment, and non-potable water supply shall be provided by NSCUDD until such a time as the CSU Facilities and SWCA System (as appropriate) are cleared for service by the appropriate regulatory agencies and placed into operation. Should a condition arise that would prevent NSCUDD from being able to continue providing such interim service, NSCUDD is not obligated, but shall endeavor to provide CSU and SWCA with proper notice at least 6 months in advance of reaching this condition.

C. Service Rates. For services provided pursuant to Section 1.A.i. above, CSU shall pay to NSCUDD the bulk potable water rate of \$0.93 per 1000 gallons and the bulk wastewater rate of \$3.86 per 1000 gallons. Such charges shall increase by 2.50% annually during each fiscal year of NSCUDD, beginning in October 2011. NSCUDD and CSU shall not charge each other any connection fees, tapping fees, impact fees, CIAC charges or any fee or charge of any kind, except service rates as set forth herein, for any obligation incurred or service performed pursuant to this Agreement. For services provided pursuant to Section 1.A.ii. above, SWCA shall pay to NSCUDD the bulk non-potable water rate of \$0.69 per 1000 gallons. Such charges shall increase by 2.50% annually during each fiscal year of NSCUDD, beginning in October 2011. NSCUDD and SWCA shall not charge each other any connection

fees, tapping fees, impact fees, CIAC charges or any fee or charge of any kind, except service rates as set forth herein, for any obligation incurred or service performed pursuant to this Agreement.

D. Invoicing. During the period in which NSCUDD is providing bulk potable water, wastewater, or non-potable water service to another pursuant to this Agreement, NSCUDD shall, no more than once a month, read the interconnect meters measuring the flow of potable water, wastewater, and non-potable water through the applicable interconnects. NSCUDD shall certify, in writing, of the total number of gallons of water supplied and the total number of gallons of wastewater treated during the applicable period. The receiving party shall pay NSCUDD within thirty (30) days of receipt of the invoice.

2. EMERGENCY AND RECIPROCAL USE FOR POTABLE WATER, WASTEWATER, AND NON-POTABLE WATER SERVICE.

A. Emergency Service.

i. Emergency Potable Water and Wastewater Service. NSCUDD and CSU each covenants with the other to use its best efforts to provide the other with potable water supply and wastewater treatment services, upon request which need not be in writing, at the rate and manner set forth herein, and to the extent reasonably possible, in the event the other party is unable to provide potable water services or wastewater treatment to its own customers due to some emergency situation. NSCUDD and CSU agree that, in case of emergency, the potential for the provision of potable water supply and wastewater treatment as described herein is germane to safeguarding the well-being and health of their respective customers, and so further agree that the spirit of the Agreement is better served by not attempting to specifically describe what constitutes an "emergency situation".

ii. Emergency Non-Potable Water Service. NSCUDD and SWCA each covenants with the other to use its best efforts to provide the other with non-potable water services, upon request which need not be in writing, at the rate and manner set forth herein, and to the extent reasonably possible, in the event the other party is unable to provide non-potable water services to its own customers due to some emergency situation. NSCUDD and SWCA agree that, in case of emergency, the potential for the provision of non-potable water as described herein is germane to safeguarding the safety and well-being of their respective customers, and so further agree that the spirit of the Agreement is better served by not attempting to specifically describe what constitutes an "emergency situation".

B. Reciprocal Use.

i. Reciprocal Potable Water and Wastewater Service. Upon request, which need not be in writing, NSCUDD and CSU agree that if either party experiences a demand from its customers for potable water supply or treatment of influent wastewater that it cannot otherwise meet, and the other party can reasonably supply the demanding party through its excess capacity while maintaining compliance with all applicable permits and without significant disruption to the supplying party's customers, then the demanding party can request and obtain from the supplying party such service, up to a quantity requested by the demanding party for an unspecified time period.

ii. Reciprocal Non-Potable Water Service. Upon request, which need not be in writing, NSCUDD and SWCA agree that if either party experiences a demand from its customers for non-potable water that it cannot otherwise meet, and the other party can reasonably supply the demanding party through its available excess capacity while maintaining compliance with all applicable permits and without significant disruption to the supplying party's existing customers, then the demanding party can request and obtain from the supplying party such service, up to a quantity requested by the demanding party for an unspecified time period.

C. Service Rates.

i. Service Rates for Potable Water and Wastewater. For services provided pursuant to Sections 2.A.(i) and 2.B.(i) above, CSU and NSCUDD agree that the receiving party shall pay to the providing party the bulk potable water rate of \$0.93 per 1000 gallons and the bulk wastewater rate of \$3.86 per 1000 gallons. Such charges shall increase by 2.50% annually during each fiscal year, beginning in October 2011. NSCUDD and CSU shall not charge each other any connection fees, tapping fees, impact fees, CIAC charges or any fee or charge of any kind, except service rates as set forth herein, for any obligation incurred or service performed pursuant to this Agreement.

ii. Service Rates for Non-Potable Water. For services provided pursuant to Sections 2.A.(ii) and 2.B.(ii) above, NSCUDD and SWCA agree that the receiving party shall pay to the providing party the bulk non-potable water rate of \$0.69 per 1000 gallons. Such charge shall increase by 2.50% annually during each fiscal year beginning in October 2011. NSCUDD and SWCA shall not charge each other any connection fees, tapping fees, impact fees, CIAC charges or any fee or charge of any kind, except service rates as set forth herein, for any obligation incurred or service performed pursuant to this Agreement.

D. Interconnects.

i. Potable Water and Wastewater Interconnects. NSCUDD and CSU shall maintain interconnects that connect each party's potable water systems and wastewater treatment systems with the other's. Because NSCUDD and CSU each recognize that such interconnects benefit both parties, NSCUDD and CSU each agree and covenant with the other to share equally in the costs of the maintenance and repair of said interconnects, including the maintenance and repair costs associated with the meters to measure potable water or influent wastewater flowing in either direction. The parties agree that the interconnects shall remain closed except during the times in which NSCUDD or CSU provides service to the other pursuant to this Agreement.

ii. Non-Potable Water Interconnects. NSCUDD and SWCA shall maintain interconnects that connect each party's non-potable water system with the others. Because NSCUDD and SWCA each recognize that such interconnects benefit both parties, NSCUDD and SWCA each agree and covenant with the other to share equally in the costs of the maintenance and repair of said interconnects, including the maintenance and repair costs associated with the meters to measure non-potable water flowing in either direction. The parties agree that interconnects shall remain closed except during the times in which NSCUDD or SWCA provides non-potable water to the other pursuant to this Agreement.

E. Invoicing.

i. Invoicing for Potable Water and Wastewater Service. In the event NSCUDD or CSU provides emergency or bulk potable water supply or influent wastewater treatment service to the other pursuant to this Agreement, the party providing the service shall, no more than once a month, read the interconnect meter(s) measuring the flow through the applicable interconnect, and shall certify to the other party, in writing, of the total number of gallons supplied or treated during the applicable period. The party receiving the invoice shall pay the providing party within thirty (30) days of receipt, at the rates set forth herein.

ii. Invoicing for Non-Potable Water Service. In the event NSCUDD or SWCA provides emergency or bulk non-potable water to the other pursuant to this Agreement, the supplying party shall, no more than once a month, read the non-potable water interconnect meters measuring the flow of non-potable water through the applicable interconnects, and shall certify to the receiving party, in writing, of the total number of gallons supplied during the applicable period. The party receiving the invoice shall pay the supplying party within thirty (30) days of receipt, at the rate set forth herein.

3. POTABLE WATER AND NON-POTABLE WATER QUALITY REQUIREMENTS.

A. Potable Water Quality Standards. NSCUDD agrees to provide CSU, and CSU agrees to provide NSCUDD, through the interconnects described herein, potable water of a quality which meets federal, state, and local quality standards applicable to such water as may be set forth from time to time. NSCUDD and CSU recognize that a variety of factors may affect the quality of water provided by their respective systems, some of which are beyond the parties' control. Therefore, neither party shall be liable to the other for any temporary failure to meet water quality standards, or temporary discontinuation of service, unless caused by intentional acts or negligence. Both parties agree to install and institute and undertake those quality assurance facilities they deem necessary in order to ensure that no contamination of their system shall occur. In the event of such contamination, each party shall immediately inform the other and the parties agree to work together to mitigate the impact on the interconnected system and the water provided to their respective customers.

B. Non-Potable Water Quality Standards. NSCUDD agrees to provide SWCA, and SWCA agrees to provide NSCUDD, through the interconnects described herein, non-potable water of a quality which meets federal, state, and local quality standards applicable to such water as may be set forth from time to time. NSCUDD and SWCA recognize that a variety of factors may affect the quality of non-potable water provided by their respective systems, some of which are beyond the parties' control. Therefore, neither party shall be liable to the other for any temporary failure to meet water quality standards, or temporary discontinuation of service, unless caused by intentional acts or negligence. Both parties agree to install and institute and undertake those quality assurance facilities they deem necessary in order to ensure that no contamination of their system shall occur. In the event of such contamination, each party shall immediately inform the other and the parties agree to work together to mitigate the impact on the interconnected system and the non-potable water provided to their respective customers.

4. WASTEWATER QUALITY AND TREATMENT REQUIREMENTS.

A. Wastewater Quality Standards.

i) NSCUDD and CSU shall undertake whatever procedures are necessary in the inspection, policing, and regulation of all wastewater introduced into the others wastewater treatment system, to ensure that the quality of raw wastewater transmitted shall not exceed the following criteria. Influent wastewater quality shall be determined by averaging all of the analytical results for samples collected during the period that wastewater is being supplied. The supplying party shall be responsible for collection and analysis of a minimum of one (1) sixteen hour composite influent sample for CBOD5 and TSS each two week period. The supplying party shall also be responsible for collection and analysis of a minimum of one (1) influent grab sample per month for hydrogen sulfide and fats, oils and grease during the period that wastewater is being supplied:

a)	CBOD5	500 mg/l
	TSS	500 mg/L
	Fats, Oils, Grease	50 mg/L
	Hydrogen Sulfide	3.00 mg/L

b) In addition, the wastewater being delivered for emergency or bulk treatment shall not contain the following pollutants:

i. Pollutants which create a fire or explosion hazard.

ii. Pollutants which will cause corrosive structural damage, but in no case discharges with pH lower than 5.5 or higher than 9.5.

iii. Solid or viscous pollutants in amounts which will cause interference with the operation of the wastewater treatment facilities.

iv. Any pollutant, including oxygen-demanding pollutants (CBOD5, etc.) released in a discharge of such volume or strength as to cause interference in the wastewater treatment facilities.

v. Heat in amounts which will inhibit biological activity in the wastewater treatment facilities resulting in interference, but in no case heat in such quantities that the temperature at the treatment plant influent exceeds forty (40) degrees centigrade (one hundred four (104) degrees Fahrenheit).

vi. Unpolluted waters such as stormwater, groundwater, roof runoff, subsurface drainage or cooling water.

- c) Concentrations of the constituents in excess of the limits defined below shall not be allowed to be delivered to the receiving wastewater treatment plant. Should these limits be exceeded, an immediate effort shall be made by the supplying system to eliminate the cause of the violation in a timely manner.

Wastewater Constituents Maximum Allowable Concentrations			
Antimony	1.00 mg/L	Tin	5.00 mg/L
Arsenic	0.25 mg/L	Zinc	1.00 mg/L
Barium	10.00 mg/L	Total Metals	10.00 mg/L
Beryllium	0.25 mg/L	Fats, Oils and Grease	1 0 0 . 0 0 mg/L
Boron	1.00 mg/L	Iodine	10.00 mg/L
Cadmium	0.70 mg/L	Benzene compounds	5.00 mg/L
Total Chromium	1.00 mg/L	Carbon tetrachloride	10.00 mg/L
Cobalt	0.30 mg/L	Chloroethylene compounds	10.00 mg/L
Copper	2.00 mg/L	Chloroethene compounds	5.00 mg/L
Cyanide	0.50 mg/L	Chloroethane compounds	10.00 mg/L
Lead	0.40 mg/L	Chloroform	10.00 mg/L
Lithium	0.03 mg/L	Pentachlorophenol	10.00 mg/L
Manganese	1.50 mg/L	Total Phenol	0.50 mg/L
Mercury	0.005 mg/L	Hydrogen Sulfide	6.00 mg/L
Nickel	0.70 mg/L	CBOD5	700 mg/L
Selenium	0.50 mg/L	TSS	700 mg/L
Silver	0.50 mg/L		

Notice of concentrations of constituents listed above, exceeding the above-stated limits, shall be provided in accordance with, and handled as specified by this Agreement.

- 2) In the event that either NSCUDD or CSU transmits wastewater to the receiving wastewater plant which exceeds the limits for CBOD5, TSS, Fats, Oils and Grease, or Hydrogen Sulfide, then the receiving system may assess and collect a surcharge from the supplying utility as follows for the volume of wastewater supplied:

CBOD5 or TSS (whichever is higher) in mg/L	Surcharge
501 to 600	\$0 .50 / 1000 gal
601 to 700	\$0 .75 / 1000 gal
>700	\$1.00 / 1000 gal
Fats, Oils and Grease (mg/L)	\$0.20 / 1000 gal
Hydrogen Sulfide (mg/L)	\$0.30 / 1000 gal

- a) If NSCUDD or CSU seeks to invoke the remedy specified herein for violation of the wastewater strength quality standards set forth above, NSCUDD or CSU shall provide written notice to the utility supplying the emergency or bulk wastewater flow within five (5) work days of the test or event which showed the wastewater quality violation. If written notice is not given within this time, then such violation is deemed waived.
- b) Upon receiving the notice authorized above, the utility supplying the emergency or bulk wastewater flow shall have seven (7) work days within which to respond to said notice. If no response to the notice is received within seven (7) work days, the parties shall conclusively presume that the violation of wastewater quality standards alleged in the notice is accurate and correct and the supplying utility must undertake immediate steps to correct the wastewater quality so that such wastewater shall conform to the standards set forth above.

B. Wastewater Treatment Standards. The receiving wastewater treatment system shall continuously accomplish all health hazard and pollutant removal standards as then required by applicable regulatory requirements. In the event that either NSCUDD or CSU shall ascertain that the other's wastewater treatment plant is not being operated in accordance with the provisions of this Section, the utility supplying the wastewater for emergency or bulk treatment may notify the receiving wastewater system of such deficiency, in writing. Upon receiving the notice, the receiving wastewater system shall respond within seven (7) days stating such defenses to the allegations of the notice or such course of action to correct the deficiencies as the receiving wastewater treatment system believes appropriate. If the response of the receiving wastewater system sets forth one or more defenses, then the matter will be resolved in accordance with the dispute resolution procedures set forth below.

i. Resolution of Disputes Involving Raw Wastewater Quality or Wastewater Treatment Standards.

a) If a party disputes a notice of deficiency or violation, as provided for herein, each party shall designate a person who shall confer together with the designee from the other party within seven (7) work days and seek to resolve the dispute in favor of either party, completely or partially.

b) If the persons designated to seek resolution of a dispute shall not agree upon a resolution within fourteen (14) days, then the parties will, within five (5) days, agree upon and designate a third person who has no affiliation or financial interest of any kind in either party. This third person shall receive reasonable compensation for dispute resolution, which shall be paid by the party who does not prevail in the resolution of the dispute, and shall be paid pro rata if the resolution of the dispute is a compromise between the different positions of the parties. If the parties fail to agree upon a third person to be designated for dispute resolution within five (5) days, then the Senior Circuit Court Judge in Sumter County, Florida, shall appoint a disinterested third party to operate pursuant to this Section.

- 1) If the appropriate person(s) set forth above decide(s) upon a resolution of the dispute, then that decision and resolution shall be binding upon the parties, who shall then act in accordance with the decision.
- 2) If the dispute involves wastewater quality, then the third party shall establish the date and volume of wastewater for which applicable surcharges shall be assessed.

5. GENERAL PROVISIONS.

A. Term. The term of this Agreement shall be ten (10) years from the Effective Date (the "Initial Term") with automatic one (1) year renewals. After expiration of the Initial Term, any party to this agreement may terminate for convenience after giving the other parties 180 days notice.

B. Permits. NSCUDD, CSU, and SWCA agree to cooperate in obtaining such permits and licenses as are necessary to operate pursuant to this Agreement.

C. Binding Effect of Agreement. This Agreement shall be binding upon and shall inure to the benefit of NSCUDD, CSU, SWCA and their respective assigns and successors by merger, consolidation, conveyance or otherwise.

D. Notice. Until further written notice by any party to the other, all notices provided for herein shall be in writing and sent certified mail to the following addresses:

**NORTH SUMTER COUNTY
UTILITY DEPENDENT
DISTRICT**
Attn: Janet Y. Tutt
District Manager
1894 Laurel Manor Drive
The Villages, FL 32162

**CENTRAL SUMTER UTILITY
COMPANY, LLC**
Attn: John F. Wise
Treasurer
1020 Lake Sumter Landing
The Villages, FL 32162

With a copy to:
Archie O. Lowry, Esq.
Potter, Clement, Lowry &
Duncan, P.A.
308 East 5th Avenue
Mount Dora, FL 32757

With a copy to:
Steven M. Roy, Esq.
McLin Burnsed
PO Box 1299
The Villages, FL 32158

**SUMTER WATER
CONSERVATION
AUTHORITY, LLC**
Attn: John F. Wise
Treasurer
1020 Lake Sumter Landing
The Villages, FL 32162

With a copy to:
Steven M. Roy, Esq.
McLin Burnsed
PO Box 1299
The Villages, FL 32158

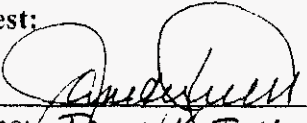
Notice shall be considered effective upon receipt, or if refused, as of the date offered for receipt.

E. Laws of Florida. This Agreement shall be governed by the laws of the State of Florida, and it shall be effective immediately upon the execution hereto.

F. Force Majeure. In the event that the performance of this Agreement by either party is prevented or interrupted in consequence of any cause beyond the control of either party, including but not limited to, Acts of God or of the public enemy, war, national emergency, allocation or of other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, sinkhole or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping transmission or other facilities, governmental rules or acts or orders or restrictions or regulations or requirements, acts or action of any government or public or governmental authority or commission or board or agency or agent or official or officer, the enactment of any statute or ordinance or resolution or regulation or rule or ruling or order, order or decree or judgment or restraining order or injunction of any court, said party shall not be liable for such non-performance.

IN WITNESS WHEREOF, the parties hereby execute this Agreement as of the date first set forth above.

Attest:

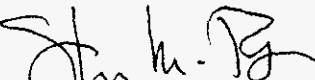
By: 
Name: Janet A. Tott
Date: 12-6-10
District Manager

NORTH SUMTER COUNTY UTILITY DEPENDENT DISTRICT

By: 
Gary Davis, Chairman

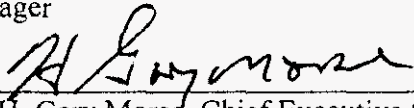
WITNESSES:


Print Name: Doris A. Pardo


Print Name: Steven M. Roy

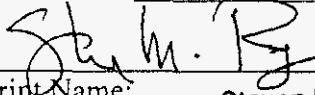
CENTRAL SUMTER UTILITY COMPANY, LLC,
a Florida limited liability company

BY: THE VILLAGES OPERATING COMPANY,
its Manager

By: 
H. Gary Morse, Chief Executive Officer

WITNESSES:


Print Name: Doris A. Pardo


Print Name: Steven M. Roy

SUMTER WATER CONSERVATION AUTHORITY, LLC,
a Florida limited liability company

BY: THE VILLAGES OPERATING COMPANY,
its Manager

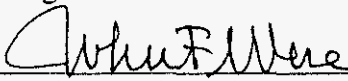
By: 
John F. Wise, Vice President

EXHIBIT C

ASSIGNMENT AND ASSUMPTION

THIS ASSIGNMENT AND ASSUMPTION (the "Assignment") is made effective as of the 7th day of December, 2010, by and among **NORTH SUMTER UTILITY COMPANY, L.L.C.**, a Florida limited liability company, whose address is 1020 Lake Sumter Landing, The Villages, Florida 32162, and **THE VILLAGES WATER CONSERVATION AUTHORITY, L.L.C.**, a Florida limited liability company, whose address is 1020 Lake Sumter Landing, The Villages, Florida 32162 (hereinafter jointly and severally referred to as the "Assignor"), in favor of **NORTH SUMTER COUNTY UTILITY DEPENDENT DISTRICT**, a political subdivision and a dependent district of Sumter County, Florida, created pursuant to Ordinance No. 2010-10 duly adopted by the Board of County Commissioners of Sumter County, Florida on July 13, 2010, whose post office address is 3201 Wedgewood Lane, The Villages, Florida 32162 (hereinafter referred to as the "Assignee").

RECITALS

1. Assignor and Assignee entered into an OFFER TO SELL AND AGREEMENT FOR PURCHASE AND SALE dated August 17, 2010, as subsequently amended by the FIRST AMENDMENT TO OFFER TO SELL AND AGREEMENT FOR PURCHASE AND SALE on October 26, 2010, and further amended by the SECOND AMENDMENT TO OFFER TO SELL AND AGREEMENT FOR PURCHASE AND SALE on November 17, 2010, by which Assignee will receive an absolute assignment of Assignor's rights in and to the agreements in the attached *Exhibit "A"*, and Assignee will assume and begin performing those obligations imposed upon the Assignor under the agreements in the attached *Exhibit "A"*.

2. At this time, Assignor wishes to assign its rights to the agreements in *Exhibit "A"* to Assignee, and Assignee wishes to assume and begin performing the obligations imposed on Assignor pursuant to the agreements in *Exhibit "A"*.

NOW, THEREFORE, in consideration of the mutual covenants given by each to the other, and other good and valuable considerations, the parties agree as follows:

1. **ASSIGNMENT**. Assignor assigns, sets over and transfers to Assignee all right, title and interest of Assignor in and to the agreements in *Exhibit "A"* attached hereto.

2. **ASSUMPTION**. Assignee hereby agrees to assume the obligations imposed upon the Assignor in or through the agreements in *Exhibit "A"* attached hereto.

IN WITNESS WHEREOF, Assignor and Assignee have caused their officers, or other appropriate officials, to set their hands and seals the day and year first above written.

"ASSIGNOR"

**NORTH SUMTER UTILITY COMPANY,
L.L.C., a Florida limited liability company**

ATTEST:

By: John F. Wise
John F. Wise, Vice President

BY: THE VILLAGES OPERATING
COMPANY, a Florida corporation,
its Manager

By: H. Gary Morse
H. Gary Morse, Chief Executive Officer

**THE VILLAGES WATER CONSERVATION
AUTHORITY, L.L.C., a Florida limited liability
company**

ATTEST:

By: John F. Wise
John F. Wise, Vice President

BY: THE VILLAGES OPERATING
COMPANY, a Florida corporation,
its Manager

By: H. Gary Morse
H. Gary Morse, Chief Executive Officer

"ASSIGNEE"

**NORTH SUMTER COUNTY UTILITY
DEPENDENT DISTRICT, a political subdivision
and dependent district**

ATTEST:

Janet Y. Tutt
Janet Y. Tutt, Secretary

Gary W. Davis
Gary W. Davis, Chairman

STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this 3 day of December, 2010, by H. Gary Morse, as Chief Executive Officer, and John F. Wise, as Vice President, of and on behalf of THE VILLAGES OPERATING COMPANY, the Manager of NORTH SUMTER UTILITY COMPANY, L.L.C., who did not take an oath, and are personally known to me.

Meg Mosher
NOTARY PUBLIC - STATE OF FLORIDA
Print Name: Meg Mosher
My Commission Expires: _____
Serial/Commission Number: _____

[SEAL]

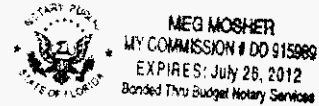


STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this 3 day of December, 2010, by H. Gary Morse, as Chief Executive Officer, and John F. Wise, as Vice President, of and on behalf of THE VILLAGES OPERATING COMPANY, the Manager of THE VILLAGES WATER CONSERVATION AUTHORITY, L.L.C., who did not take an oath, and are personally known to me.

Meg Mosher
NOTARY PUBLIC - STATE OF FLORIDA
Print Name: Meg Mosher
My Commission Expires: _____
Serial/Commission Number: _____

[SEAL]



STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this 6 day of December, 2010, by Gary W. Davis, as Chairman, and Janet Y. Tutt, as Secretary, of and on behalf of NORTH SUMTER COUNTY UTILITY DEPENDENT DISTRICT, who did not take an oath, and are personally known to me.

Meg Mosher
NOTARY PUBLIC - STATE OF FLORIDA
Print Name: Meg Mosher
My Commission Expires: _____
Serial/Commission Number: _____

[SEAL]



© 2009 SUMTER North Sumter Utility Company, L.L.C. NSU-VWCA Sale to NSU/DD-2010 Bonds 100827TD-Assignment and Assumption (NSU-VWCA) (L.S.C.) wds:mam
Revised: November 10, 2010
Printed: November 17, 2010

EXHIBIT "A"
TO
ASSIGNMENT and ASSUMPTION

Water Tower Lease Agreements

1. Communications Site Lease Agreement (Water Tank), dated December 6, 2005, between North Sumter Utility Company, L.L.C. and Nextel South Corp.; and Memorandum of Agreement dated December 6, 2005, between North Sumter Utility Company, L.L.C. and Nextel South Corp., and recorded in Official Records Book 1525, Page 383, Public Records of Sumter County, Florida (the "Nextel Laurel Manor Lease").
2. Communications Site Lease Agreement (Water Tank), dated February 23, 2006, between North Sumter Utility Company, L.L.C. and Nextel South Corp.; First Amendment to Communications Site Lease Agreement (Water Tank) dated June 7, 2006, between North Sumter Utility Company, L.L.C. and Nextel South Corp. (the "Nextel Buena Vista Lease").
3. Water Tower Lease Agreement, dated December 19, 2007, between North Sumter Utility Company, L.L.C., and Verizon Wireless Personal Communications LP d/b/a Verizon Wireless; Memorandum of Water Tower Lease Agreement between North Sumter Utility Company, L.L.C., and Verizon Wireless Personal Communications LP d/b/a Verizon Wireless, dated December 19, 2007, and recorded in Official Records Book 1890, Page 7, Public Records of Sumter County, Florida; and First Amendment to Water Tower Lease Agreement dated April 27, 2010, between North Sumter Utility Company, L.L.C., and Verizon Wireless Personal Communications LP d/b/a Verizon Wireless (the "Verizon Buena Vista Lease").
4. Water Tower Lease Agreement, dated January 22, 2008, between North Sumter Utility Company, L.L.C. and Verizon Wireless Personal Communications LP d/b/a Verizon Wireless; and Memorandum of Water Tower Lease Agreement dated January 22, 2008 between North Sumter Utility Company, L.L.C. and Verizon Wireless Personal Communications LP d/b/a Verizon Wireless and recorded in Official Records Book 1902, Page 234, Public Records of Sumter County, Florida (the "Verizon Laurel Manor Lease").
5. Water Tower Lease Agreement dated May 20, 2010, between North Sumter Utility Company, L.L.C. and Village Center Community Development District (the "VCCDD Buena Vista Lease").

Preliminary Permit Agreement

6. Preliminary Permit Agreement dated February 7, 2007, between Village Center Community Development District; North Sumter Utility Company, L.L.C.; The Villages Water Conservation Authority, L.L.C.; Central Sumter Utility Company, LLC; and Sumter Water Conservation Authority, L.L.C.

Wildwood Agreements

7. An Agreement for the Delivery and Use of Reclaimed Water, dated January 8, 2002, between the City of Wildwood and The Villages Water Conservation Authority, L.L.C., recorded in Official Records Book 951, Page 641, Public Records of Sumter County, Florida; as the term thereof was renewed pursuant to that certain letter dated June 29, 2010, executed by John F. Wise on behalf of The Villages Water Conservation Authority, L.L.C.
8. Letter Agreement from The City of Wildwood, dated October 4, 2007, concerning service to the Promise Hospital property.

Emergency Services Agreements

9. Reciprocal Potable Water Emergency Services and Bulk Sale Agreement, dated September 1, 2006, between North Sumter Utility Company, L.L.C. and Village Center Community Development District.
10. Emergency Services Agreement dated October 29, 2002, between Little Sumter Utility Company, North Sumter Utility Company, L.L.C., and Village Center Community Development District.

Wastewater Treatment Plant Lease Agreement

11. Lease Agreement, dated June 24, 2008, between North Sumter Utility Company, L.L.C.; Central Sumter Utility Company, LLC; and Sumter Water Conservation Authority, LLC; Memorandum of Lease dated June 24, 2008, between North Sumter Utility Company, L.L.C.; Central Sumter Utility Company, LLC; and Sumter Water Conservation Authority, LLC, and recorded in Official Records Book 1966, Page 531, Public Records of Sumter County, Florida; and Amended and Restated Lease Agreement dated July 6, 2010, between North Sumter Utility Company, L.L.C.; Central Sumter Utility Company, LLC; and Sumter Water Conservation Authority, LLC.

Utility Agreement

12. Amended and Restated Supplement to Amended and Restated Utility Agreement, dated October 8, 2007, among City of Wildwood, The Villages of Lake-Sumter, Inc., North Sumter Utility Company, L.L.C., and The Villages Water Conservation Authority, L.L.C.

Reciprocal Use Agreement

13. Reciprocal Use Agreement dated July 27, 2010, between The Villages of Lake-Sumter, Inc., North Sumter Utility Company, L.L.C., and The Villages Water Conservation Authority, L.L.C.

TRANSFER OF PERMITS AND LICENSES

THIS TRANSFER OF PERMITS AND LICENSES is made effective this 7th day of December, 2010, by and between **NORTH SUMTER UTILITY COMPANY, L.L.C.**, a Florida limited liability company, whose address is 1020 Lake Sumter Landing, The Villages, Florida 32162 (hereinafter the "NSU"), in favor of **NORTH SUMTER COUNTY UTILITY DEPENDENT DISTRICT**, a political subdivision and a dependent district of Sumter County, Florida, created pursuant to Ordinance No. 2010-10 duly adopted by the Board of County Commissioners of Sumter County, Florida on July 13, 2010, whose post office address is 3201 Wedgewood Lane, The Villages, Florida 32162 (hereinafter the "NSCUDD").

RECITALS

1. NSU, The Villages Water Conservation Authority, L.L.C., and NSCUDD entered into an OFFER TO SELL AND AGREEMENT FOR PURCHASE AND SALE dated August 17, 2010, as subsequently amended by the FIRST AMENDMENT TO OFFER TO SELL AND AGREEMENT FOR PURCHASE AND SALE on October 26, 2010, and further amended by the SECOND AMENDMENT TO OFFER TO SELL AND AGREEMENT FOR PURCHASE AND SALE on November 17, 2010 (collectively the "Purchase Agreement"), by which NSCUDD will transfer to NSU its rights and obligations in and to the permits and licenses described in the attached *Exhibit "A"*.

2. At this time, NSU wishes to convey to NSCUDD all of its right, title, interest and obligations in and to the permits and licenses described in the attached *Exhibit "A"*.

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

1. NSU hereby conveys to NSCUDD all of its right, title, interest and obligations in and to the permits and licenses described in the attached *Exhibit "A"*.

2. NSU and NSCUDD hereby agree and covenant to work cooperatively to complete the transfer of such permits and licenses if required by the issuing regulatory agencies.

3. NSU hereby represents and warrants that those permits attached as *Exhibit "A"* are all of the permits to operate the NSU portion of the Utility System.

IN WITNESS WHEREOF, NSU and NSCUDD have caused its officers, or other appropriate official, to set their hand and seal the day and year first above written.

"NSU"

**NORTH SUMTER UTILITY COMPANY,
L.L.C., a Florida limited liability company**

ATTEST:

By: John F. Wise
John F. Wise, Vice President

BY: THE VILLAGES OPERATING
COMPANY, a Florida corporation,
its Manager

By: H. Gary Morse
H. Gary Morse, Chief Executive Officer

"NSCUDD"

**NORTH SUMTER COUNTY UTILITY
DEPENDENT DISTRICT, a political subdivision
and dependent district**

ATTEST:

Janet Y. Tuttle
Janet Y. Tuttle, Secretary

Gary W. Davis
Gary W. Davis, Chairman

**STATE OF FLORIDA
COUNTY OF SUMTER**

The foregoing instrument was acknowledged before me this 3 day of December, 2010,
by H. Gary Morse, as Chief Executive Officer, and John F. Wise, as Vice President, of and on
behalf of THE VILLAGES OPERATING COMPANY, the Manager of NORTH SUMTER
UTILITY COMPANY, L.L.C., who did not take an oath, and are personally known to me.


Meg Mosher
NOTARY PUBLIC - STATE OF FLORIDA
Print Name: Meg Mosher
My Commission Expires: _____
Serial/Commission Number: _____

[SEAL]



STATE OF FLORIDA
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me this 6 day of December, 2010, by Gary W. Davis, as Chairman, and Janet Y. Tutt, as Secretary, of and on behalf of NORTH SUMTER COUNTY UTILITY DEPENDENT DISTRICT, who did not take an oath, and are personally known to me.



NOTARY PUBLIC - STATE OF FLORIDA
Print Name: Meg Mosher Meg Mosher
My Commission Expires: _____
Serial/Commission Number: _____

[SEAL]

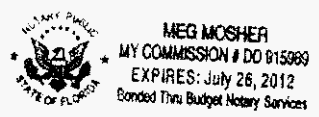


EXHIBIT "A"

NORTH SUMTER UTILITY COMPANY, L.L.C
PERMIT SUMMARY

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT ENVIRONMENTAL RESOURCE PERMIT SUMMARY		
<u>PERMIT</u>	<u>PERMIT NUMBER</u>	<u>DATE ISSUED</u>
Wastewater Treatment Facilities:		
NSU Wastewater Treatment Facility	44020198.002	01/18/02
NSU Wastewater Treatment Facility Surge Tank	44020198.210	08/19/10
Water Treatment Facilities:		
NSU Water Treatment Facility #1, Elevated Storage Tank, and Wellhouse #1(includes Wells 1 & 2)	44020198.005	01/28/03
NSU Water Treatment Facility #2 Site	44020198.186	01/13/09
NSU Water Treatment Facility #3 Site (Above-Ground Storage Tank and Well #8 Site)	44024899.028	04/02/04
NSU Water Treatment Facility #3 - Well Site (Wells #5 & #6)	44024899.029	04/02/04
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT WATER USE PERMIT SUMMARY		
That Water Use Permit issued on 08/31/10 by Southwest Florida Water Management District, bearing Permit Number 20013005.002, as it relates to the following Withdrawal Points:		
<u>NSU Withdrawal Point</u>		
NSU-WS-1		
NSU-WS-2		
NSU-WS-3		
NSU-WS-3L		
NSU-WS-4		
NSU-WS-5		
NSU-WS-5L		
NSU-WS-6		
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION POTABLE WATER DISTRIBUTION SYSTEM		
<u>PERMIT</u>	<u>PERMIT NUMBER</u>	<u>DATE ISSUED</u>
Adriana Villas	0192674-177-DS/C	05/30/06
Alexa Villas	0192674-103-DS/C	05/03/04
Allandale Villas	0192674-133-DS/C	02/02/05
Altamonte Villas	0192674-226-DS/C	06/12/08

Amberjack Villas	192674-200-DS/C	12/07/06
Amelia Postal Park & Neighborhood Recreation Center	0192674-148-DS/C	08/02/05
Anita Villas	0192674-222-DS/C	03/12/08
Apalachee Villas	0192674-188-DS/C	08/30/06
Arlington Villas	0192674-020-DS/C	05/16/03
Arnold Palmer Signature Country Club	0192674-009-DS/C	02/28/03
Audrey Villas	0192674-155-DS/C	12/07/05
Azalea Villas	0192674-190-DS/C	08/31/06
Bailey Ridge Villas	0192674-053-DS/C	11/05/03
Bailey Trail - Phase I	0192674-043-DS/C	10/02/03
Bailey Trail - Phase II	0192674-062-DS/C	11/26/03
Bainbridge Villas	0192674-171-DS/C	04/26/06
Barnes & Noble @ Lake Sumter Landing	0192674-150-DSGP	10/10/05
Bayport Villas	0192674-184-DS/C	06/22/06
Bellamy Villas	0192674-032-DS/C	07/10/03
Belmont Villas	0192674-026-DS/C	06/04/03
Belvedere Boulevard	0192674-003-DS/C	01/08/03
Biscayne Villas	0192674-238-DS/C	11/26/08
Bonita Blvd. (includes Brinson Perry House, Key Largo/ Hemingway GMF & Villages Public Safety Sta. #5)	0192674-093-DS/C	03/15/04
Boxwood Villas	0192674-209-DS/C	04/16/07
Buena Vista Blvd. - Ph III, Part 1	0192674-036-DS/C	08/07/03
Buena Vista Blvd. - Ph III, Part 2	0192674-051-DS/C	10/29/03
Buena Vista Blvd. - Ph III, Part 2 Water Main Mod.	0192674-140-DS/MM	04/13/05
Buena Vista Blvd. - Ph IV	0192674-159-DS/C	02/15/06
Buena Vista Blvd.-Ph II, Morse Blvd.-Ph I & Stillwater Tr.	0192674-005-DS/C	03/06/03
Buena Vista Boulevard (South) - Ph I & C.R. 472	0192674-004-DS/C	01/27/03
Buttonwood Postal Park & Neighborhood Rec. Center	0192674-194-DS/C	11/07/06
Buttonwood Run	0192674-189-DS/C	09/01/06
Canal Street - Phase I	0192674-074-DS/C	01/08/04
Canal Street - Phase II	0192674-082-DS/C	02/18/04
Canal Street - Phase III	0192674-114-DS/C	08/31/04
Canal Street - Phase IV	0192674-144-DS/C	06/09/05
Canal Street Village Rec. Center	0192674-078-DS/C	02/09/04
Carlton Villas	0192674-105-DS/C	05/17/04
Cedar Key Villas	0192674-186-DS/C	08/30/06
Cherry Hill Villas	0192674-010-DS/C	04/08/03
Cherry Vale Villas	0192674-125-DS/C	10/22/04
Chesterfield Villas	0192674-069-DS/C	12/30/03
Clayton Villas	0192674-031-DS/C	07/10/03
Clifton Villas	0192674-016-DS/C	05/02/03
Collington Villas	0192674-044-DS/C	10/07/03
Colony Boulevard	0192674-158-DS/C	02/14/06
Colony Cottage Regional Recreation Center	0192674-162-DS/C	02/20/06
Colony Plaza	0192674-160-DS/C	03/21/06
Colony Plaza Modification	0192674-192-DS/MM	09/01/06
Colony Professional Plaza	0192674-185-DS/C	08/30/06
Colony Professional Plaza Mod.	0192674-196-DS/C	10/12/06
Cottonwood Villas	0192674-250-DS/C	08/18/09
Creeside Landing (Unit 173, Cabanas and PP&NR)	0192674-233-DSGP	09/04/08
Creeside Medical Center of Excellence	0192674-255-DSGP	12/18/09
Crestview Villas	0192674-235-DS/C	11/20/08

Double Palm Villas (originally permitted as Grovewood Vil.)	0192674-132-DS/C	01/25/05
Duval Golf Course Pump Station	0192674-113-DS/C	07/27/04
Eagle Ridge Villas	0192674-061-DS/C	11/26/03
Edgefield Villas	0192674-075-DS/C	01/08/04
Edgewater Bungalows	0192674-257-DSGP/02	05/03/10
Emmalee Villas	0192674-102-DS/C	04/20/04
Ezell Villas	192674-015-DS/C	04/15/03
Fairhope Villas	0192674-243-DS/C	06/08/09
Fairwinds Villas	0192674-224-DS/C	04/23/08
Flagler Financial Center	0192674-168-DS/C	05/09/06
Grovewood Villas	0192674-170-DS/C	04/26/06
Hallandale Villas	0192674-208-DS/C	02/14/07
Hampton Villas	0192674-117-DS/C	09/22/04
Hemingway Golf Course - Kilimanjaro 9 Holes	0192674-149-DS/C	09/14/05
Heritage Villas	0192674-028-DS/C	06/24/03
Hialeah Villas	0192674-018-DS/C	05/02/03
Hickory Grove Villas	0192674-059-DS/C	11/17/03
Hillcrest Villas	0192674-161-DS/C	02/20/06
Holly Hill Villas	0192674-135-DS/C	01/25/05
Hortensia Villas	192674-203-DS/C	12/07/06
Hydrangea Villas	192674-202-DS/C	12/05/06
Inglewood Villas	192674-011-DS/C	04/08/03
Jacaranda Villas	0192674-211-DS/C	04/16/07
Janeann Villas	0192674-106-DS/C	06/10/04
Jasper Villas	0192674-038-DS/C	08/19/03
Juniper Villas	0192674-245-DS/C	05/06/09
Katherine Villas	0192674-094-DS/C	02/11/04
Kaylee Villas	0192674-080-DS/C	02/11/04
Kaylee Villas Modification	0192674-127-DS/MM	12/15/04
Kenya Villas	0192674-163-DS/C	04/17/06
Keystone Villas	0192674-166-DS/C	03/23/06
Kingfisher Villas	0192674-213-DS/C	10/04/07
Lake Miona Reg. Rec. Ctr. - Modification	0192674-141-DS/MM	04/13/05
Lake Shore Cottages	0192674-068-DS/C	12/18/03
Lake Sumter Landing Professional Plaza	0192674-128-DS/C	01/24/05
Lake Sumter Ldg. Post Office Bldg. (permitted as GTMJ Investment Group, LLC Building)	0192674-239-DSGP	04/02/09
Latrobe Villas	0192674-021-DS/C	05/30/03
Laurel Manor Rec. Center & Office Park	0192674-058-DS/C	11/17/03
Laurel Manor Office Park - 4" Water Main Modification	0192674-097-DS/MM	03/29/04
Lime Grove (f/k/a Allamanda) Villas	0192674-049-DS/C	10/27/03
Lynnhaven Lane	0192674-006-DS/C	02/18/03
Madison Villas	0192674-123-DS/C	10/22/04
Mallory Hill Country Club	0192674-095-DS/C	03/25/04
Mallory Hill Golf Maintenance Facility	0192674-091-DS/C	03/05/04
Mallory Square Postal Park & Neighborhood Rec. Center	Waiver Requested on 11/17/04	Waived on 12/6/04
Mangrove Villas	0192674-191-DS/C	09/05/06
Margaux Villas	0192674-175-DS/C	05/30/06
Maribel Villas	0192674-176-DS/C	05/30/06
Mariposa Way	0192674-019-DS/C	05/13/03
Montbrook Villas	0192674-247-DS/C	07/28/09
Morse Blvd. - Phase II	0192674-072-DS/C	01/13/04
Morse Blvd. - Phase III	0192674-084-DS/C	02/24/04

Morse Blvd. - Phase IV	0192674-174-DS/C	05/10/06
Morse Blvd. - Phase V	0192674-256-DS/C	05/21/10
Mount Pleasant Villas	0192674-050-DS/C	10/27/03
Mount Vernon Villas	0192674-067-DS/C	12/05/03
Natalie Villas	0192674-107-DS/C	05/10/04
Oak Bend Villas	0192674-126-DS/C	10/28/04
Odell Circle - Phase I	0192674-071-DS/C	12/30/03
Odell Circle - Phase II	0192674-085-DS/C	03/11/04
Odell Circle - Phase III	0192674-145-DS/C	07/21/05
Odell Circle - Phase IV	0192674-142-DS/C	06/06/05
Odell Circle - Phase V	0192674-124-DS/C	11/05/04
Odell Village Recreation Center	0192674-165-DS/C	03/21/06
Oleander Villas	0192674-139-DS/C	04/13/05
Oviedo Villas	0192674-206-DS/C	03/07/07
Pilar Villas	0192674-221-DS/C	01/31/08
Pinellas Plaza - Frontage Road	0192674-254-DS/C	01/20/10
Promise Hospital	0192674-228-DS/C	05/20/08
Rainey Villas	0192674-033-DS/C	07/11/03
Richmond Villas	0192674-077-DS/C	02/06/04
Rosedale Villas & Crestwood Villas	0192674-115-DS/C	09/22/04
Sanchill Villas	0192674-134-DS/C	02/02/05
Sawgrass Villas	0192674-246-DS/C	08/07/09
Sea Breeze Regional Recreation Center	0192674-234-DSGP	09/29/08
Seneca Villas	0192674-154-DS/C	12/05/05
Southern Oak Villas	0192674-047-DS/C	10/16/03
Southern Star Villas	0192674-229-DS/C	08/06/08
Southwood Villas	0192674-231-DS/C	10/13/08
St. Charles Place - Phase I	0192674-057-DS/C	11/18/03
St. Charles Place - Phases II & III	0192674-195-DS/C	09/14/06
Sterling Heights Village Rec. Center	0192674-260-DS/C	08/10/10
Stillwater Trail - Phase II	0192674-083-DS/C	02/16/04
Sullivan Villas	0192674-064-DS/C	12/01/03
Sumter Landing Town Center (Lk. Sumter Landing)	0192674-008-DS/C	03/05/03
Swainwood Villas & Churchill Downs VR	0192674-042-DS/C	09/10/03
Sweetbay Supermarket @ Lake Sumter Landing	0192674-199-DSGP	11/21/06
Sweetbay Supermarker @ Lk. Sumter Landing - Mod	0192674-212-DSGP	04/10/07
Tamarind Grove Run	0192674-252-DS/C	07/29/09
Tanglewood Villas	0192674-136-DS/C	03/10/05
The Villages Library	0192674-110-DS/C	07/07/04
Unit 70	0192674-029-DS/C	07/30/03
Unit 71	0192674-023-DS/C	05/28/03
Unit 72	192674-012-DS/C	04/21/03
Unit 73	0192674-027-DS/C	06/23/03
Units 74 & 75 and Broyhill Villas	0192674-007-DS/C	03/07/03
Unit 76	0192674-017-DS/C	05/02/03
Unit 77 and Belvedere NR & Pimlico VR	192674-013-DS/C	04/21/03
Unit 78	0192674-024-DS/C	05/30/03
Unit 79	0192674-025-DS/C	06/04/03
Unit 80	0192674-022-DS/C	05/30/03
Unit 81	192674-014-DS/C	04/21/03
Unit 82	0192674-037-DS/C	08/08/03
Unit 83	0192674-039-DS/C	08/15/03
Unit 84	0192674-035-DS/C	07/11/03
Unit 85	0192674-041-DS/C	09/05/03
Unit 86	0192674-040-DS/C	09/10/03

Unit 87	0192674-048-DS/C	10/16/03
Unit 88	0192674-046-DS/C	10/06/03
Unit 89	0192674-045-DS/C	10/06/03
Unit 90	0192674-052-DS/C	11/05/03
Units 91 & 92	0192674-060-DS/C	12/09/03
Unit 93 & Hibiscus Village Rec. Center	0192674-055-DS/C	11/13/03
Unit 94	0192674-066-DS/C	12/05/03
Unit 95	0192674-056-DS/C	11/17/03
Unit 96	0192674-054-DS/C	11/06/03
Unit 97	0192674-070-DS/C	01/07/04
Unit 98	0192674-073-DS/C	01/14/04
Unit 99	0192674-065-DS/C	12/05/03
Unit 100	0192674-076-DS/C	01/21/04
Unit 101	0192674-121-DS/C	10/12/04
Unit 102	0192674-030-DS/C	07/10/03
Unit 103	0192674-034-DS/C	07/11/03
Unit 104	0192674-122-DS/C	10/22/04
Unit 105 - East	0192674-088-DS/C	03/05/04
Unit 105 - West	0192674-089-DS/C	03/05/04
Units 106 & 107	0192674-079-DS/C	02/09/04
Units 108 & 109, Stillwater Villas, Virginia Vine Villas and Virginia Trace Postal Park & NR	0192674-096-DS/C	03/25/04
Unit 110 & Elizabeth Villas	0192674-099-DS/C	04/05/04
Units 111& 125 and Caroline Postal Park & NR	0192674-086-DS/C	02/26/04
Unit 112	0192674-087-DS/C	03/05/04
Unit 113	0192674-090-DS/C	03/05/04
Unit 114	0192674-081-DS/C	02/11/04
Unit 115	0192674-108-DS/C	06/16/04
Unit 116	0192674-101-DS/C	04/29/04
Unit 117	0192674-100-DS/C	04/16/04
Unit 118	0192674-143-DS/C	06/20/05
Unit 119	0192674-118-DS/C	09/22/04
Unit 120	0192674-111-DS/C	07/07/04
Unit 121	0192674-138-DS/C	03/16/05
Unit 122, Newport Villas, Largo PP & NRC, & Bacall VRC	0192674-109-DS/C	06/16/04
Unit 123	0192674-104-DS/C	05/06/04
Unit 124	0192674-112-DS/C	07/09/04
Unit 126	0192674-120-DS/C	10/07/04
Unit 127	0192674-129-DS/C	01/24/05
Unit 128	0192674-152-DS/C	11/17/05
Unit 129	0192674-157-DS/C	02/03/06
Unit 130	0192674-156-DS/C	02/03/06
Unit 131	0192674-164-DS/C	03/23/06
Unit 132	0192674-169-DS/C	04/27/06
Unit 133	0192674-182-DS/C	06/02/06
Unit 134	0192674-173-DS/C	04/26/06
Unit 135	0192674-172-DS/C	04/26/06
Unit 136	0192674-151-DS/C	12/05/05
Unit 136 Mod. (deleted prop. for creation of Pilar Villas)	0192674-220-DS/MM	02/07/08
Unit 137	0192674-178-DS/C	05/30/06
Unit 138	0192674-179-DS/C	05/30/06
Unit 139	0192674-167-DS/C	04/26/06
Unit 140	0192674-180-DS/C	05/31/06
Unit 140 Mod. (deleted prop. for creation of Anita Villas)	0192674-219-DS/MM	01/31/08

Unit 141 and Bonita Villas	0192674-119-DS/C	09/22/04
Unit 142 & Unit 145	0192674-116-DS/C	09/15/04
Unit 143	0192674-147-DS/C	08/02/05
Unit 144	0192674-153-DS/C	12/07/05
Unit 146	0192674-130-DS/C	01/25/05
Unit 147	0192674-131-DS/C	02/02/05
Unit 148	0192674-218-DS/C	01/17/08
Unit 149	0192674-207-DSC	03/14/07
Unit 150	192674-204-DS/C	12/07/06
Unit 151	0192674-225-DS/C	03/27/08
Unit 152	0192674-241-DS/C	06/23/09
Unit 153	0192674-242-DS/C	06/08/09
Unit 154	0192674-248-DSGP	04/30/09
Unit 155	0192674-249-DS/C	08/18/09
Unit 156	0192674-223-DS/C	04/22/08
Unit 157	0192674-230-DS/C	11/13/08
Unit 158	0192674-227-DS/C	06/11/08
Unit 159	0192674-251-DS/C	07/28/09
Unit 160	0192674-232-DS/C	11/20/08
Unit 161	0192674-237-DS/C	02/09/09
Unit 162	0192674-197-DS/C	10/19/06
Unit 163	0192674-201-DS/C	12/05/06
Unit 164	0192674-205-DS/C	04/27/07
Unit 165	0192674-217-DS/C	12/20/07
Unit 166	0192674-210-DS/C	04/27/07
Unit 167	0192674-214-DS/C	10/31/07
Unit 168	0192674-198-DS/C	10/24/06
Unit 168 Modification	0192674-216-DS/MM	11/27/07
Unit 169 (and Pennecamp Drive)	0192674-193-DS/C	09/18/06
Unit 170	0192674-187-DS/C	08/30/06
Unit 171	0192674-146-DS/C	08/11/05
Unit 172	0192674-181-DS/C	05/30/06
Unit 174	0192674-258- DSGP/02	05/29/10
Unit 175	0192674-259-DS/C	08/09/10
Waterfront Inn, The	0192674-183-DS/C	05/30/06
Windermere Villas	0192674-244-DS/C	05/04/09

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
WASTEWATER COLLECTION SYSTEM**

<u>PERMIT</u>	<u>PERMIT NUMBER</u>	<u>DATE ISSUED</u>
Adriana Villas	CS60-0207383-170	05/25/06
Alexa Villas	CS60-0207383-098	06/11/04
Allandale Villas	CS60-0207383-125	01/21/05
Altamonte Villas	CS60-0207383-218	05/13/08
Amberjack Villas	CS60-0207383-195	12/22/06
Amelia Postal Park & Neighborhood Rec. and Virginia Trace Postal Park & NR	CS60-0207383-141	09/15/05
Anita Villas	CS60-0207383-212	02/29/08
Apalachee Villas	CS60-0207383-183	08/01/06
Arlington Villas	CS60-0207383-018	06/16/03
Arnold Palmer Signature Country Club	CS60-0207383-005	02/25/03
Audrey Villas	CS60-0207383-151	01/03/06
Azalea Villas	CS60-0207383-184	08/09/06
Bailey Ridge Villas	CS60-0207383-052	12/24/03
Bailey Trail - Phase I	CS60-0207383-042	11/05/03
Bainbridge Villas	CS60-0207383-168	05/10/06

Bayport Villas	CS60-0207383-179	07/06/06
Bellamy Villas	CS60-0207383-033	08/05/03
Belmont Villas	CS60-0207383-025	07/02/03
Belvedere Boulevard	CS60-0207383-001	01/14/03
Biscayne Villas	CS60-0207383-230	11/21/08
Bob Evans Restaurant (C.R. 466)	No PA # provided	Waiver Issued 02/25/05
Bonita Blvd., (Includes Brinson Perry House, Key Largo/ Hemingway GMF & Villages Public Safety Dept. #5)	CS60-0207383-089	04/22/04
Boxwood Villas	CS60-0207383-204	04/30/07
Buena Vista Blvd. - Ph III, Part 1	CS60-0207383-035	09/05/03
Buena Vista Blvd. - Ph III, Part 2	CS60-0207383-050	12/18/03
Buena Vista Blvd. - Ph III, Park 2 WW Main Mod.	CS60-0207383-134	04/29/05
Buena Vista Blvd. - Phase IV	CS60-0207383-155	02/16/06
Buena Vista Blvd. - Phase IV Mod.	CS60-0207383-199	12/20/06
Buena Vista Blvd.-Ph II, Morse Blvd.-Ph I & Stillwater Tr.	CS60-0207383-003	02/25/03
Buena Vista Boulevard - Ph I & C 472	CS60-0207383-002	01/14/03
Buttonwood Run	CS60-0207383-187	12/13/06
Canal Street - Phase I	CS60-0207383-071	02/05/04
Canal Street - Phase II	CS60-0207383-080	03/22/04
Canal Street - Phase III	CS60-0207383-108	09/16/04
Canal Street - Phase IV	CS60-0207383-137	06/30/05
Canal Street Village Rec. Center	CS60-0207383-075	03/10/04
Carlton Villas	CS60-0207383-100	06/23/04
Cedar Key Villas	CS60-0207383-181	07/06/06
Cherry Hill Villas	CS60-0207383-008	04/14/03
Cherry Vale Villas	CS60-0207383-119	11/24/04
Chesterfield Villas	CS60-0207383-067	01/16/04
Clayton Villas	CS60-0207383-031	07/10/03
Clifton Villas	CS60-0207383-014	05/19/03
Collington Villas	CS60-0207383-044	10/29/03
Colony Boulevard	CS60-0207383-154	02/02/06
Colony Cottage Regional Recreation Center	CS60-0207383-158	02/24/06
Colony Plaza	CS60-0207383-156	02/16/06
Colony Plaza Modification	CS60-0207383-186	08/21/06
Colony Professional Plaza	CS60-0207383-180	07/17/06
Colony Professional Plaza Mod.	CS60-0207383-190	11/21/06
Cottonwood Villas	CS60-0207383-242	08/11/09
Creekside Landing (Unit 173, Cabanas, and PP & NR)	CS60-0207383-226	09/04/08
Creekside Medical Center of Excellence	CS60-0207383-245	12/29/09
Crestview Villas	CS60-0207383-228	11/18/08
District Government Offices @ Key Largo	CS60-0207383-147	10/27/05
Double Palm Villas (originally permitted as Grovewood Vil.)	CS60-0207383-127	02/01/05
Duval/Double Palm Golf Maintenance Facility	CS60-0207383-143	09/20/05
Duval/Double Palm Golf Maint. Facility Mod.	No PA # provided	Waived 11/30/05 by phone
Eagle Ridge Villas	CS60-0207383-60	01/13/04
Edgefield Villas	CS60-0207383-072	02/05/04
Edgewater Bungalows	CS60-0207383-247	05/03/10
Emmalee Villas	CS60-0207383-096	06/07/04
Ezell Villas	CS60-0207383-013	04/09/03
Fairhope Villas	CS60-0207383-234	04/14/09
Fairwinds Villas	CS60-0207383-216	04/15/08
Flagler Financial Center	CS60-0207383-163	04/28/06
Grovewood Villas	CS60-0207383-165	04/24/06
Hallandale Villas	CS60-0207383-201	04/02/07

Hampton Villas	CS60-0207383-112	10/14/04
Hemingway Golf Course - Kilimanjaro 9 Holes	CS60-0207383-142	09/20/05
Heritage Villas	CS60-0207383-027	08/08/03
Hialeah Villas	CS60-0207383-016	05/29/03
Hickory Grove Villas	CS60-0207383-058	12/24/03
Hillcrest Villas	CS60-0207383-157	02/24/06
Holly Hill Villas	CS60-0207383-128	02/10/05
Hortensia Villas	CS60-0207383-196	02/12/07
Hydrangea Villas	CS60-0207383-198	01/09/07
Inglewood Villas	CS60-0207383-009	04/14/03
Jacaranda Villas	CS60-0207383-206	04/30/07
Janeann Villas	CS60-0207383-101	07/14/04
Jasper Villas	CS60-0207383-037	08/22/03
Juniper Villas	CS60-0207383-236	04/14/09
Katherine Villas	CS60-0207383-090	04/22/04
Kaylee Villas	CS60-0207383-077	03/22/04
Kenya Villas	CS60-0207383-159	04/26/06
Keystone Villas	CS60-0207383-161	04/06/06
Kingfisher Villas	CS60-0207383-207	09/17/07
Lake Miona Reg. Rec. Center Re-App. - Gen. Permit	CS60-0207383-132	03/03/05
Lake Shore Cottages	CS60-0207383-066	01/16/04
Lake Sumter Landing Professional Plaza*	CS60-0207383-121	12/23/05
Lake Sumter Ldg. Post Office Bldg. (permitted as GTMJ Investment Group, LLC Building @ Lk. Sumter Ldg.)	PA #CS60-0207383-231	Waiver Issued 12/31/08
Latrobe Villas	CS60-0207383-019	05/29/03
Laurel Manor Rec. Center & Office Park	CS60-0207383-056	12/08/03
Mod. to Laurel Manor Office Park only - General Permit	CS60-0207383-093	04/20/04
Lime Grove (f/k/a Allamanda) Villas	CS60-0207383-048	11/21/03
Lynnhaven Lane	CS60-0207383-004	02/25/03
Madison Villas	CS60-0207383-117	11/08/04
Mallory Hill Country Club	CS60-0207383-091	04/22/04
Mallory Hill Golf Maintenance Facility	CS60-0207383-088	04/16/04
Mangrove Villas	CS60-0207383-185	08/21/06
Margaux Villas	CS60-0207383-172	05/25/06
Maribel Villas	CS60-0207383-171	05/25/06
Mariposa Way	Waiver Req. 05/06/03 (phone)	Waiver issued 05/06/03
Montbrook Villas	CS60-0207383-239	07/01/09
Morse Blvd. - Phase III	CS60-0207383-081	03/25/04
Morse Blvd. - Phase IV	CS60-0207383-169	05/24/06
Morse Blvd. - Phase V	CS60-0207383-246	05/21/10
Mount Pleasant Villas	CS60-0207383-049	11/21/03
Mount Vernon Villas	CS60-0207383-064	12/24/03
Natalie Villas	CS60-0207383-103	07/14/04
Oak Bend Villas	CS60-0207383-120	11/23/04
Odell Circle - Phase I	CS60-0207383-069	01/26/04
Odell Circle - Phase II	CS60-0207383-082	03/25/04
Odell Circle - Phase III	CS60-0207383-138	08/31/05
Odell Circle - Phase IV	CS60-0207383-135	07/21/05
Odell Circle - Phase V	CS60-0207383-118	11/08/04
Oleander Villas	CS60-0207383-133	06/24/05
Oviedo Villas	CS60-0207383-202	04/24/07
Pilar Villas	CS60-0207383-211	01/14/08
Promise Hospital	CS60-0207383-220	06/25/08
Rainey Villas	CS60-0207383-029	07/11/03

Richmond Villas	CS60-0207383-074	03/01/04
Rosedale Villas & Crestwood Villas	CS60-0207383-110	10/27/04
Sandhill Villas	CS60-0207383-126	02/10/05
Sawgrass Villas	CS60-0207383-235	04/16/09
Sea Breeze Regional Recreation Center	CS60-0207383-227	09/29/08
Seneca Villas	CS60-0207383-150	12/07/05
Southern Oak Villas	CS60-0207383-047	11/19/03
Southern Star Villas	CS60-0207383-221	07/10/08
Southwood Villas	CS60-0207383-224	09/17/06
St. Charles Place - Phase I	CS60-0207383-057	01/13/04
St. Charles Place - Phases II & III	CS60-0207383-189	10/06/06
St. Charles Place - Phases II & III Mod.	CS60-0207383-223	08/25/08
St. James Postal Park & Neighborhood Rec.	CS60-0207383-238	06/29/09
Sterling Heights Village Rec. Center	CS60-0207383-250	07/27/10
Stillwater Trail - Phase II	CS60-0207383-079	03/22/04
Sullivan Villas	CS60-0207383-062	12/31/03
Sumter Landing Town Center (Lake Sumter Landing)	CS60-0207383-007	03/31/03
Swainwood Villas & Churchill Downs VR	CS60-0207383-041	10/13/03
Sweetbay Supermarket @ Lake Sumter Landing	CS60-0207383-193	12/20/06
Tamarind Grove Run	CS60-0207383-244	07/01/09
Tanglewood Villas	CS60-0207383-130	03/22/05
Unit 70	CS60-0207383-028	07/28/03
Unit 71	CS60-0207383-020	07/08/03
Unit 72	CS60-0207383-011	04/08/03
Unit 73	CS60-0207383-026	07/21/03
Units 74 & 75 and Broyhill Villas	CS60-0207383-006	04/01/03
Unit 75	CS60-0207383-015	05/30/03
Unit 77, Belvedere NR & Pimlico VR	CS60-0207383-010	04/24/03
Unit 78	CS60-0207383-023	06/23/03
Unit 79	CS60-0207383-024	07/08/03
Unit 80	CS60-0207383-021	06/27/03
Unit 81	CS60-0207383-012	04/08/03
Unit 82	CS60-0207383-036	09/05/03
Unit 83	CS60-0207383-038	09/05/03
Unit 84	CS60-0207383-030	07/11/03
Unit 85	CS60-0207383-039	10/03/03
Unit 86	CS60-0207383-040	10/03/03
Unit 87	CS60-0207383-046	11/17/03
Unit 88	CS60-0207383-045	11/17/03
Unit 89	CS60-0207383-043	10/29/03
Unit 90	CS60-0207383-051	12/12/03
Units 91 & 92	CS60-0207383-059	12/24/03
Unit 93 & Hibiscus VR	CS60-0207383-054	12/24/03
Unit 94	CS60-0207383-065	01/14/04
Unit 95	CS60-0207383-055	12/18/03
Unit 96	CS60-0207383-053	12/18/03
Unit 97	CS60-0207383-068	01/28/04
Unit 98	CS60-0207383-070	02/05/04
Unit 99	CS60-0207383-063	12/31/03
Unit 100	CS60-0207383-073	02/24/04
Unit 101	CS60-0207383-115	10/29/04
Unit 102	CS60-0207383-34	08/07/03
Unit 103	CS60-0207383-032	08/05/03
Unit 104	CS60-0207383-116	11/08/04
Unit 105 - East	CS60-0207383-086	04/14/04
Unit 105 - West	CS60-0207383-085	04/12/04

Units 106 & 107	CS60-0207383-076	03/22/04
Units 108 & 109, Stillwater Villas, Virginia Vine Villas	CS60-0207383-092	05/07/04
Unit 110 & Elizabeth Villas	CS60-0207383-094	05/12/04
Units 111, 125 & Caroline Postal Park & NR	CS60-0207383-083	04/13/04
Unit 112	CS60-0207383-084	04/13/04
Unit 113	CS60-0207383-087	04/15/04
Unit 114	CS60-0207383-078	04/14/04
Unit 115	CS60-0207383-104	07/16/04
Unit 116	CS60-0207383-097	06/07/04
Unit 117	CS60-0207383-095	06/11/04
Unit 117 Modification #1	CS60-0207383-144	10/17/05
Unit 117 Modification #2 (Supercedes original & mod.)	CS60-0207383-145	11/18/05
Unit 118	CS60-0207383-136	06/24/05
Unit 119	CS60-0207383-111	10/15/04
Unit 120	CS60-0207383-106	08/12/04
Unit 121	CS60-0207383-129	02/16/05
Unit 122, Newport Villas & Villages of Largo PP & NRC	CS60-0207383-102	07/14/04
Unit 123	CS60-0207383-099	06/23/04
Unit 124	CS60-0207383-107	07/30/04
Unit 126	CS60-0207383-114	10/26/04
Unit 127	CS60-0207383-122	02/10/05
Unit 128	CS60-0207383-146	11/18/05
Unit 129	CS60-0207383-153	01/06/06
Unit 130	CS60-0207383-152	01/06/06
Unit 131	CS60-0207383-160	03/17/06
Unit 132	CS60-0207383-164	04/24/06
Unit 133	CS60-0207383-177	07/17/06
Unit 134	CS60-0207383-167	05/10/06
Unit 135	CS60-0207383-166	06/12/06
Unit 136	CS60-0207383-148	11/28/05
Unit 136 Mod. (deleted prop. to create Pajar Villas)	CS60-0207383-214	12/11/07
Unit 137	CS60-0207383-175	05/25/06
Unit 138	CS60-0207383-174	05/18/06
Unit 139	CS60-0207383-162	04/24/06
Unit 140	CS60-0207383-173 (Gen. Pmt)	05/05/06
Unit 140 Mod. (deleted prop. to create Anita Villas)	CS60-0207383-213	12/11/07
Unit 141 and Bonita Villas	CS60-0207383-113	10/14/04
Unit 142 & Unit 145	CS60-0207383-109	10/15/04
Unit 143	CS60-0207383-140	08/19/05
Unit 144	CS60-0207383-149	11/28/05
Unit 146	CS60-0207383-123	01/21/05
Unit 147	CS60-0207383-124	01/21/05
Unit 148	CS60-0207383-210	01/24/08
Unit 149	CS60-0207383-203	04/02/07
Unit 150	CS60-0207383-197	03/15/07
Unit 151	CS60-0207383-217	03/18/08
Unit 151 Modification	PA #CS60-0207383- 223	Waiver Issued 09/22/08
Unit 152	CS60-0207383-232	05/27/09
Unit 153	CS60-0207383-233	05/07/09
Unit 154	CS60-0207383-240	08/04/09
Unit 155	CS60-0207383-241	08/11/09
Unit 156	CS60-0207383-215	04/01/08

Unit 157	CS60-0207383-222	10/10/08
Unit 158	CS60-0207383-219	06/24/08
Unit 159	CS60-0207383-243	07/10/09
Unit 160	CS60-0207383-225	11/18/08
Unit 161	CS60-0207383-229	12/02/08
Unit 162	CS60-0207383-191	11/02/06
Unit 163	CS60-0207383-194	01/09/07
Unit 164	CS60-0207383-200	04/02/07
Unit 165	CS60-0207383-209	12/20/07
Unit 166	CS60-0207383-205	05/09/07
Unit 167	CS60-0207383-208	10/18/07
Unit 168	CS60-0207383-192	12/20/06
Unit 169 (and Pennecamp Drive)	CS60-0207383-188	* 09/11/06
Unit 170	CS60-0207383-182	08/03/06
Unit 171 (a/k/a Miona Shores)	CS60-0207383-139	08/01/05
Unit 172	CS60-0207383-176	05/16/06
Unit 174	CS60-0207383-248	06/23/10
Unit 175	CS60-0207383-249	08/02/10
Waterfront Inn, The	CS60-0207383-178	05/19/06
Windermere Villas	CS60-0207383-237	05/08/09

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
WATER TREATMENT FACILITIES & WELLS**

<u>NSU WATER TREATMENT FACILITIES (PWS 660-5012)</u>	<u>PERMIT NUMBER</u>	<u>DATE ISSUED</u>
Water Treatment Facility #1 Elevated Storage Tank	0192674-001-DS/C	02/12/02
Water Treatment Facility #1 & Wellhouse #1 (Wells 1 & 2)	0192674-002-WC/17	11/01/02
Water Treatment Facility #2 Elevated Storage Tank	0192674-092-WC/MA	03/23/04
Water Treatment Facility #2 (Wells 3 & 4 Site and Plant Site)	0192674-137-WC/12	08/23/05
Water Treatment Facility #2 - Well Site NSU-7 (3 Lower)	0192674-253-WC/20	01/20/10
Water Treatment Facility #3 (Wells 5 & 6 Site and Plant Site)	0192674-098-WC/12	05/10/04
Water Treatment Facility #3 (Well #8 Add)	0192674-240-WC/21	06/23/09

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
WASTEWATER TREATMENT PLANT & MASTER REUSE SYSTEM**

<u>PERMIT</u>	<u>PERMIT NUMBER</u>	<u>DATE ISSUED</u>
Wastewater Treatment Facility Renewal & Subst. Mod.	FLA281581-006-DW1P/NR	09/17/07
Wastewater Treatment Facility-Minor Revision	FLA281581-007-DW1/MR	03/29/07
Master Reuse System-Minor Revision	FLA516708-003-DW1R/MR	03/19/09

Exhibit I
Customer Deposits

There are no customer deposits

EXHIBIT M

EXCLUDED ASSETS

- (1) Cash, bank accounts, or deposits of any kind of Seller which are Seller's sole property and are not subject to refund to customers, including developers or others.
- (2) Escrow and other provisions made by Seller, Seller's predecessor in interest, or Seller's utility manager for payment of federal and state income taxes. As Seller or its agent remains responsible for filing and satisfying income tax obligations, such escrow or other funds held by the Seller or its agent shall remain with the Seller or its agent after closing.
- (3) Such other equipment which is not utilized in the operation and maintenance of the Utility System in the Service Area and listed on Exhibit M of the Offer to Sell and Agreement for Purchase and Sale between North Sumter Utility Company, L.L.C., The Villages Water Conservation Authority, L.L.C., and North Sumter County Utility Dependent District, dated August 17, 2010 (the "Agreement").
- (4) All notes receivable of Seller provided, however, that, except as otherwise specifically provided for in the Agreement, Seller shall remain obligated to pay all accounts payable and other payables of Seller incurred or accrued prior to the closing.
- (5) The legal entities NSU and VWCA.
- (6) Subject to the terms and provisions of the Agreement and the Trust Indenture, for a period of ten (10) years commencing on the Closing Date, the right of NSU to continue to receive water and wastewater contributions in aid of construction, main extension charges, and similar system development charges for the construction and development of the NSU System, including for those improvements described in Attachment One to Exhibit K of the Agreement (the "NSU Development Charges") until the available capacity in the NSU System constructed by the Seller and not paid for by the Purchaser pursuant to the Agreement is fully purchased by users.
- (7) Subject to the terms and provisions of the Agreement and the Trust Indenture, for a period of ten (10) years commencing on the Closing Date, the right of VWCA to continue to receive contributions in aid of construction, main extension charges, and similar system development charges for the construction and development of the VWCA System, including for those improvements described in Attachment Two to Exhibit K of the Agreement (the "VWCA Development Charges") until the available capacity in the VWCA System constructed by the Seller and not paid for by the Purchaser pursuant to the Agreement is fully purchased by users.
- (8) Subject to NSU completing the NSU expansion, the Reserve Accounts and other amounts held for the NSU expansion in accordance with the plans and specifications attached as Attachment One to Exhibit K of the Agreement.

(9) Subject to VWCA completing the VWCA expansion, the Reserve Accounts and other amounts held for the VWCA expansion in accordance with the plans and specifications attached as Attachment Two to Exhibit K of the Agreement.

(10) Prepaid insurance.

(11) Those amounts currently held by bond Trustees pursuant to earlier bond issues of VWCA and/or NSU.

(12) To the extent Debt Service Reserve Accounts are funded out of the Purchase Price, the Debt Service Reserve Accounts established pursuant to the Agreement and the Trust Indenture, to the extent such Debt Service Reserve Accounts are not necessary to pay principal and interest on the Bonds (as hereinafter defined) issued by the Purchaser pursuant to the acquisition contemplated the Agreement.

EXHIBIT M.

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