

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Merritt Island Utility Company, Inc., Application)
For Approval of Transfer of Colony Waste Services, LLC)
in Brevard County, Florida)
Colony Waste Services, LLC Application for Approval of)
Transfer of Colony Park Development Utilities, LLC in)
Brevard County, Florida)

Docket No. _____
Filed: January 17, 2017

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COMMISSION
CLERK

**MERRITT ISLAND UTILITY COMPANY, INC.
APPLICATION FOR APPROVAL OF TRANSFER
OF COLONY WASTE SERVICES, LLC WASTEWATER SYSTEM
IN BREVARD COUNTY, FLORIDA**

Merritt Island Utility Company, Inc. (“Merritt Island” or “Buyer”), by and through its undersigned representative, and pursuant to Sections 367.071, Florida Statutes, and Rule 25-30.037, Florida Administrative Code, hereby files this Application for approval of the transfer of the Wastewater System of Colony Waste Services, LLC (“Seller”) Certificate Nos. 137-S. In support of this Application, Merritt Island states as follows:

APPLICANT INFORMATION

1. The name and address of the Buyer for purposes of this Application, and as it should appear on Merritt Island Utility Company, Inc. Commission-issued wastewater certificate are:

Gary A. Deremer, President
Merritt Island Utility Company, Inc.
4939 Cross Bayou Blvd.
New Port Richey, Florida, 34652
Tel: (727) 848 8292
Fax: (727) 848 7701

2. The name and address of Merritt Island Utility Company, Inc.’s authorized representatives are:

Representative's Name and Title:

Gary A. Deremer, President
Merritt Island Utility Company, Inc.
4939 Cross Bayou Blvd.
New Port Richey, Florida, 34652

Troy Rendell, Manager of Regulated Utilities
Merritt Island Utility Company, Inc.
4939 Cross Bayou Blvd.
New Port Richey, Florida, 34652
727-848-8292

3. The Seller's representatives for purposes of this Application are:

Joseph Foody
Colony Waste Services, LLC
161 SW 11 Ct
Boca Raton, FL 33486
(561) 926-4858

4. Attached hereto is Merritt Island's Application for Approval of Purchase of the Seller's system in Brevard County, Florida (the "Application"). The attached Application includes all of the information required by Rule 25-30.037, Florida Administrative Code.

5. Also attached hereto is Colony Waste Services, LLC's Application for Approval of Purchase of Colony Park Development Utilities, LLC wastewater utility system in Brevard County, Florida. Merritt Island purchased the wastewater utility system from Colony Waste Services, LLC subsequent to the closing thereof.

6. Merritt Island entered into a Commercial Contract with Colony Waste Services, LLC on December 7, 2016. (Exhibit A) The closing of the sales transaction took place on December 22, 2016. (Exhibit B). Prior to this transaction, Cypress Strand Properties, LLC entered into a Purchase and Sale Agreement and Escrow Agreement for the purchase of both the mobile home park and the wastewater utility on January 27, 2016. The sale and purchase of the

utility was placed into escrow pending approval by the Florida Public Service Commission. The Purchase and Sale Agreement was amended by First Amendment on March 14, 2016. The Escrow Agreement was further amended to reflect Colony Waste Services, LLC on March 28, 2016. At that time, Colony Waste Services, LLC took over the operation and management of the wastewater utility pending FPSC approval.

8. Colony Waste Services, LLC entered into negotiations to sell the wastewater utility to the current owner, Merritt Island Utility Company, LLC soon thereafter. Subsequent to the Commercial Contract was entered into, the Escrow Agreement was released and the final sale closing of the utility to Colony Waste Services, LLC took place on November 28, 2016.

9. Merritt Island is a Florida corporation authorized to do business in Florida as of November 28, 2016.

10. Attached hereto is Merritt Island's application for transfer of the Wastewater Systems of Colony Waste Services, LLC

WHEREFORE, Utility Company requests that this Commission:

- A. Grant Colony Waste Services, LLC's Application
- B. Grant Merritt Island Utility Company, Inc.'s Application;
- B. Approve the transfer of the Wastewater Utility System owned by Colony Park Development Utilities, LLC to Colony Waste Services, LLC and simultaneously approve the transfer of the Wastewater Utility System owned by Colony Waste Services, LLC to Merritt Island Utility Company, Inc. as described herein and in the attached application and,

C. Grant such other relief as appropriate.

Respectfully submitted this 17th day of January 2017.



Name: Gary A. Deremer

Title: President

Merritt Island Utility Company, Inc.

4939 Cross Bayou Blvd.

New Port Richey, FL 34652

Merritt Island Utility Company Inc
4939 Cross Bayou Blvd.
New Port Richey, FL 34652
727-848-8292

TD Bank, National Association

1003

1/9/2017

PAY TO THE ORDER OF Florida Public Service Commission

\$**750.00

Seven Hundred Fifty and 00/100***** DOLLARS

PROTECTED AGAINST FRAUD

Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

MEMO

Filing Fee



Merritt Island Utility Company Inc

1003

Florida Public Service Commission

1/9/2017

Filing Fee

750.00

Check received with filing and forwarded
to Fiscal for deposit. Fiscal to forward
deposit information to Records.

Initials of person who forwarded check:

MTS 1/9/17

Cash Bank-Checking Filing Fee

750.00

Merritt Island Utility Company, Inc.
Filing Fee Pursuant to Rule 25-30.020, Florida Administrative
Code

Wastewater

Permitted Capacity:	70,000 gallons
350 gpd per ERC:	<u>280 gpd</u>
Number of ERCs	250 ERCs

Filing Fee: \$750

FLORIDA PUBLIC SERVICE COMMISSION
INSTRUCTIONS FOR COMPLETING EXAMPLE
APPLICATION FOR TRANSFER OF CERTIFICATES OR FACILITIES
FROM A REGULATED UTILITY TO ANOTHER REGULATED UTILITY

**(Pursuant to Section 367.071, Florida Statutes, and
Rule 25-30.037(2), Florida Administrative Code)**

General Information

The attached form is an example application that may be completed by the applicant and filed with the Office of Commission Clerk to comply with Rule 25-30.037(2), Florida Administrative Code (F.A.C.). Any questions regarding this form should be directed to the Division of Engineering at (850) 413-6910.

Instructions

1. Pursuant to Rule 25-30.037(1)(a), F.A.C., if a transfer occurs prior to Commission approval, the utility shall submit an application for authority to transfer no later than 90 days after the sale closing date.
2. Fill out the attached application form completely and accurately.
3. Complete all the items that apply to your utility. If an item is not applicable, mark it "N.A." Do not leave any items blank.
4. Remit the proper filing fee pursuant to Rule 25-30.020, F.A.C., with the application.
5. Provide proof of noticing pursuant to Rule 25-30.030, F.A.C. This may be provided as a late-filed exhibit.
6. The completed application, attached exhibits, and the proper filing fee should be mailed to:

**Office of Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850**

Pine Harbour Waterworks, Inc.
Filing Fee Pursuant to Rule 25-30.020, Florida Administrative
Code

Wastewater

Permitted Capacity: 50,000 gallons
350 gpd per ERC: 280 gpd
Number of ERCs 178.57 ERCs

Filing Fee: \$750

**APPLICATION FOR TRANSFER OF CERTIFICATES OR FACILITIES
FROM A REGULATED UTILITY TO ANOTHER REGULATED UTILITY**

**(Pursuant to Section 367.071, Florida Statutes, and
Rule 25-30.037(2), Florida Administrative Code)**

Pursuant to Rule 25-30.037(1)(a), F.A.C., if a transfer occurs prior to Commission approval, the utility shall submit an application for authority to transfer no later than 90 days after the sale closing date.

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

The undersigned hereby makes application for the transfer of facilities and transfer or cancellation of Water Certificate No. _____ and/or Wastewater Certificate No. 137-S and amendment of Water Certificate No. _____ and/or Wastewater Certificate No. _____ in Brevard County, Florida, and submits the following information:

PART I APPLICANT INFORMATION

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

Colony Waste Services, LLC

Utility Name

161 SW 11 Ct

Office Street Address

Boca Raton

FL

33486

City

State

Zip Code

Mailing Address (if different from Street Address)

City

State

Zip Code

(561) 926-4858 () -
Phone Number Fax Number

Federal Employer Identification Number

joeafoody@gmail.com
E-Mail Address

N/A
Website Address

137-S
Water Certificate No. Wastewater Certificate No.

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

Joseph Foody
Name

Same as above
Mailing Address

City State Zip Code

(561) 926-4858 () -
Phone Number Fax Number

joeafoody@gmail.com
E-Mail Address

C) Contact Information for Buyer. The buyer's name, address, telephone number, Federal Employer Identification Number, and, if applicable, fax number, e-mail address, website address, and new name of the utility if the buyer plans to operate under a different name. The buyer's business name, and if applicable, new utility name, should reflect the business and/or fictitious name(s) registered with the Department of State's Division of Corporations.

Merritt Island Utility Company, Inc.
Buyer's Name

4939 Cross Bayou Blvd.

Office Street Address

New Port Richey

FL

32652

City

State

Zip Code

Same

Mailing Address (if different from Street Address)

City

State

Zip Code

(727) 848-8292

(727) 848-7701

Phone Number

Fax Number

81-4558805

Federal Employer Identification Number

trendell@uswatercorp.net

E-Mail Address

Merritt Island Utility Company, Inc.

New Utility Name

- D) The contact information of the buyer's authorized representative to contact concerning this application:

Troy Rendell, Manager of Regulated Utilities

Name

Same as above

Mailing Address

City

State

Zip Code

(727) 848-8292

(727) 848-7701

Phone Number

Fax Number

trendell@uswatercorp.net

E-Mail Address

- E) The name, address, telephone number, and if available, e-mail address and fax number of the person in possession of the books and records when the application is filed.

Troy Rendell
Name

Same as above.
Mailing Address

City State Zip Code

() - () -
Phone Number Fax Number

same as above
E-Mail Address

F) Indicate the nature of the utility's/buyer's business organization (check one). Provide documentation from the Florida Department of State, Division of Corporations, showing the utility's/buyer's business name and registration/document number for the business, unless operating as a sole proprietor.

- Corporation _____ P16000094483
Number
- Limited Liability Company _____
Number
- Partnership _____
Number
- Limited Partnership _____
Number
- Limited Liability Partnership _____
Number
- Sole Proprietorship _____
Number
- Association
- Other (Specify) _____

If the utility is doing business under a fictitious name, provide documentation from the Florida Department of State, Division of Corporations showing the utility's fictitious name and registration number for the fictitious name.

Fictitious Name (d/b/a) _____
Registration Number _____

G) The name(s), address(es), and percentage of ownership of each entity or person which owns or will own more than 5 percent interest in the utility (Use additional sheet if necessary).

Gary Deremer - 100%

H) Provide the date and state of incorporation or organization of the buyer.
November 28, 2016 - State of Florida

PART II **TRANSFER OF CERTIFICATE**

A) DESCRIPTION OF SALE AGREEMENT

1) Exhibit A - Provide a copy of the contract for sale and all auxiliary or supplemental agreements. If the sale, assignment, or transfer occurs prior to Commission approval, the contract shall include a provision stating that the contract is contingent upon Commission approval.

2) Exhibit B - Provide the following documentation of the terms of the transfer:
a) The date the closing occurred or will occur.

December 22, 2016

b) The purchase price and terms of payment.

\$35,000 cash purchase

c) A list of and the dollar amount of the assets purchased and liabilities assumed or not assumed, including those of non-regulated operations or entities.

See attached schedule

- d) A description of all consideration between the parties, including promised salaries, retainer fees, stock, stock options, and assumption of obligations.

Not Applicable.

- e) Provisions regarding the disposition, where applicable, of customer deposits and interest thereon, guaranteed revenue contracts, developer agreements, customer advances, debt of the utility, and leases.

There are no customer deposits. There are no developer agreements or customer advances. Buyer does not assume any debt.

- f) A statement that the buyer will fulfill the commitments, obligations, and representations of the seller with regard to utility matters.

Buyer will fulfill the commitments, obligations, and representations of the seller with regard to utility matters.

- g) A provision that the buyer has or will obtain the books and records of the seller, including all supporting documentation for rate base additions since the last time rate base was established for the utility.

Buyer is in the process of obtaining the books and records of the seller, including all supporting documentation.

- h) A statement that the utility's books and records will be maintained using the National Association of Regulatory Utility Commissioners (NARUC) Uniform System of Accounts (USOA).

Buyer will maintain its books and records using the NARUC USOA.

- i) A statement that the utility's books and records will be maintained at the utility's office(s) within Florida, or that the utility will comply with the requirements of Rule 25-30.110(1)(b) and (c), F.A.C., regarding maintenance of utility records at another location or out-of-state. If the records will not be maintained at the utility's office(s), the statement should include the location where the utility intends to maintain the books and records.

The books and records will be maintained at the utility's office in New Port Richey, FL. See address above.

B) FINANCIAL ABILITY

- 1) Exhibit C - Provide a detailed financial statement (balance sheet and income statement), audited if available, of the financial condition of the applicant, that shows all assets and liabilities of every kind and character. The financial statements shall be for the preceding calendar or fiscal year. The financial statement shall be prepared in accordance with Rule 25-30.115, F.A.C. If available, a statement of the sources and uses of funds shall also be provided.
- 2) Exhibit C - Provide a list of all entities, including affiliates, upon which the buyer is relying to provide funding to the utility and an explanation of the manner and amount of such funding. The list need not include any person or entity holding less than 5 percent ownership interest in the utility. The applicant shall provide copies of any financial agreements between the listed entities and the utility and proof of the listed entities' ability to provide funding, such as financial statements.

See Exhibit C - financial statements will be provided under separate cover letter requesting confidential treatment.

C) TECHNICAL ABILITY

- 1) Exhibit D - Provide the buyer's experience in the water or wastewater industry.

See Exhibit D

- 2) Exhibit D - Provide the buyer's plans for ensuring continued operation of the utility, such as retaining the existing plant operator(s) and office personnel, or contracting with outside entities.

D) TERRITORY DESCRIPTION, PUBLIC INTEREST, AND FACILITIES

- 1) Exhibit E - Provide a legal description of the proposed service area in the format prescribed in Rule 25-30.029, F.A.C.
- 2) Exhibit F - Provide a statement explaining why the transfer is in the public interest.
See Exhibit F. Previous owner has no utility experience and wwtp needs repairs.
- 3) Exhibit G - Provide a statement from the buyer that after reasonable investigation, the system being acquired appears to be in satisfactory condition and compliance with all applicable standards set by the DEP, or, if the system is in need of repair or improvement, has any outstanding Notice of Violation of any standard set by the DEP or any outstanding consent orders with the DEP, the buyer shall provide a description of the repairs or improvements that have been identified, the governmental entity that required the repairs or improvements, if applicable, the approximate cost to complete the repairs or improvements, and any agreements between the seller and buyer regarding who will be responsible for any identified repairs or improvements.
See Exhibit G. Minor out of compliance in most recent DEP inspection. Merritt Island Utility Company is planning to address the minor deficiencies and repair and/or replace the diffusers and hand rails.
- 4) Exhibit H - Provide documentation of the utility's right to continued long-term use of the land upon which the utility treatment facilities are located. This documentation shall be in the form of a recorded warranty deed, recorded quit claim deed accompanied by title insurance, recorded long-term lease, such as a 99-year lease, or recorded easement. The applicant may submit an unrecorded copy of the instrument granting the utility's right to access and continued use of the land upon which the utility treatment facilities are or will be located, provided the applicant files a recorded copy within the time prescribed in the order granting the transfer.
- 5) Exhibit I - Provide a copy of all of the utility's current permits from the Department of Environmental Protection (DEP) and the water management district.
- 6) Exhibit J - Provide a copy of the most recent DEP and/or county health department sanitary survey, compliance inspection report, and secondary water quality standards report.

- 7) Exhibit K - Provide a copy of all of the utility's correspondence with the DEP, county health department, and water management district, including consent orders and warning letters, and the utility's responses to the same, for the past five years.
- 8) Exhibit L - Provide a copy of all customer complaints that the utility has received regarding DEP secondary water quality standards during the past five years.

E) PROPOSED TARIFF

Exhibit M - Provide a tariff containing all rates, classifications, charges, rules, and regulations, which shall be consistent with Chapter 25-9, F.A.C. See Rule 25-30.037, F.A.C., for information about water and wastewater tariffs that are available and may be completed by the applicant and included in the application.

F) ACCOUNTING INFORMATION

- 1) Exhibit N - Provide the proposed net book value of the system as of the date of the proposed transfer, and a statement setting out the reasons for the inclusion of an acquisition adjustment, if one is requested. If rate base has been established by this Commission, provide the docket and the order number. In addition, provide a schedule of all subsequent changes to rate base.

- 2) Exhibit O - Provide a statement from the buyer that it has obtained or will obtain copies of all of the federal income tax returns of the seller from the date the utility was first established or the rate base was last established by the Commission, whichever is later. If the tax returns have not been obtained, provide a description of the steps taken to obtain the tax returns.

- 3) Exhibit P - Provide a statement regarding the disposition of outstanding regulatory assessment fees, fines, or refunds owed and which entity will be responsible for paying regulatory assessment fees and filing the annual report for the year of the transfer and subsequent years.

Buyer is responsible for regulatory assessment fees beginning in January 2017.
Seller responsible for regulatory assessment fees from April 2016 through
December 2016. Prior owner responsible for RAFs for remaining period.

- 4) Exhibit Q - If the buyer currently owns other water or wastewater utilities that are regulated by this Commission, provide a schedule reflecting any economies of scale that are anticipated to be achieved within the next three years and the effect on rates for existing customers served by both the utility being purchased and the buyer's other utilities.

G) NOTICING REQUIREMENTS

Exhibit - R - Provide proof of noticing pursuant to Rule 25-30.030, F.A.C. This may be provided as a late-filed exhibit.

PART III

SIGNATURE

Please sign and date the utility's completed application.

APPLICATION SUBMITTED BY:

Applicant's Signature

Gary Deremer

Applicant's Name (Printed)

President

Applicant's Title

1-17-17

Date

EXHIBIT A
Rule 25-30.037 (2)(i)

A copy of the contract for sale and all auxiliary or supplemental agreements. If the sale, assignment, or transfer occurs prior to Commission approval, the contract shall include a provision stating that the contract is contingent upon Commission approval

A copy of the Commercial Contract and Quit Claim Bill of Sale, including attachments, by and between Colony Waste Services, LLC and Merritt Island Utility Company, Inc. are attached hereto.

Commercial Contract



1. PARTIES AND PROPERTY: Merritt Island Utility Company, Inc. ("Buyer")

agrees to buy and Colony Waste Services, LLC, a Florida limited liability company ("Seller")

agrees to sell the property as: Street Address: 6710 Orleans Court, Merritt Island, FL 32953

Legal Description: See Exhibit "A" attached hereto and made a part hereof and including all improvements and fixtures thereto.

and the following Personal Property: See Exhibit "B" attached hereto and made a part hereof.

(all collectively referred to as the "Property") on the terms and conditions set forth below.

2. PURCHASE PRICE: \$ 35,000.00

(a) Deposit held in escrow by Cappeller Law ("Escrow Agent") \$ 5,000.00

Escrow Agent's address: 350 Camino Gardens Blvd #303, Boca Raton, FL 33432 Phone:

(b) Additional deposit to be made to Escrow Agent within days after Effective Date \$ 0.00

(c) Additional deposit to be made to Escrow Agent within days after Effective Date \$ 0.00

(d) Total financing (see Paragraph 5) \$ 0.00

(e) Other \$ 0.00

(f) All deposits will be credited to the purchase price at closing. Balance to close, subject to adjustments and prorations, to be paid with locally drawn cashier's or official bank check(s) or wire transfer. \$ 30,000.00

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by Seller and Buyer and an executed copy delivered to all parties on or before this offer will be withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days from the date the counter offer is delivered. The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer. Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next business day. Time is of the essence in this Contract.

4. CLOSING DATE AND LOCATION:

(a) Closing Date: This transaction will be closed on December 22, 2016 (Closing Date), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property insurance, Buyer may postpone closing up to 5 days after the insurance underwriting suspension is lifted.

Buyer and Seller acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.

37 (b) Location: Closing will take place in Palm Beach County, Florida. (If left blank, closing
38 will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

39 **5. THIRD PARTY FINANCING:**

40 BUYER'S OBLIGATION: Within N/A days (5 days if left blank) after Effective Date, Buyer will apply for third party
41 financing in an amount not to exceed _____% of the purchase price or \$ _____, with a fixed interest rate
42 not to exceed N/A% per year with an initial variable interest rate not to exceed N/A%, with points or commitment
43 or loan fees not to exceed _____% of the principal amount, for a term of N/A years, and amortized over N/A
44 years, with additional terms as follows:

45 N/A

46 Buyer will timely provide any and all credit, employment, financial and other information reasonably required by any
47 lender. Buyer will use good faith and reasonable diligence to (i) obtain Loan Approval within N/A days (45 days if
48 left blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and
49 (iii) close the loan. Buyer will keep Seller and Broker fully informed about loan application status and authorizes the
50 mortgage broker and lender to disclose all such information to Seller and Broker. Buyer will notify Seller immediately
51 upon obtaining financing or being rejected by a lender. CANCELLATION: If Buyer, after using good faith and
52 reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, Buyer may within N/A days (3 days if left
53 blank) deliver written notice to Seller stating Buyer either waives this financing contingency or cancels this Contract.
54 If Buyer does neither, then Seller may cancel this Contract by delivering written notice to Buyer at any time
55 thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the
56 satisfaction, by closing, of those conditions of Loan Approval related to the Property. DEPOSIT(S) (for purposes
57 of Paragraph 5 only): If Buyer has used good faith and reasonable diligence but does not obtain Loan
58 Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the
59 lender fails or refuses to close on or before the Closing Date without fault on Buyer's part, the Deposit(s) shall be
60 returned to Buyer, whereupon both parties will be released from all further obligations under this Contract, except for
61 obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract
62 as set forth above or Buyer fails to use good faith or reasonable diligence as set forth above, Seller will be entitled to
63 retain the Deposit(s) if the transaction does not close.

64 **6. TITLE:** Seller has the legal capacity to and will convey marketable title to the Property by statutory warranty
65 deed other special warranty deed, free of liens, easements and encumbrances of record or
66 known to Seller, but subject to property taxes for the year of closing; covenants, restrictions and public utility
67 easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be
68 subject) _____

69 _____
70 provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the
71 Property as Wastewater Utility

72 (a) Evidence of Title: The party who pays the premium for the title insurance policy will select the closing agent
73 and pay for the title search and closing services. Seller will, at (check one) Seller's Buyer's expense and
74 within _____ days after Effective Date or at least 15 days before Closing Date deliver to Buyer (check one)
75 (i.) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be
76 discharged by Seller at or before Closing and, upon Buyer recording the deed, an owner's policy in the amount
77 of the purchase price for fee simple title subject only to exceptions stated above. If Buyer is paying for the
78 evidence of title and Seller has an owner's policy, Seller will deliver a copy to Buyer within 15 days after
79 Effective Date.
80 (ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an
81 existing firm. However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable
82 to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies
83 of all policy exceptions and an update in a format acceptable to Buyer from the policy effective date and
84 certified to Buyer or Buyer's closing agent together with copies of all documents recited in the prior policy and
85 in the update. If such an abstract or prior policy is not available to Seller then (i.) above will be the evidence of
86 title.

87 (b) Title Examination: Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller
88 of title defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or

89 Buyer [Signature] and Seller [Signature] acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.

90 (2) Buyer delivers proper written notice and Seller cures the defects within 30 days from receipt of the notice
91 ("Curative Period"). If the defects are cured within the Curative Period, closing will occur within 10 days from receipt
92 by Buyer of notice of such curing. Seller may elect not to cure defects if Seller reasonably believes any defect
93 cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, Buyer will have
94 10 days from receipt of notice of Seller's inability to cure the defects to elect whether to terminate this Contract or
95 accept title subject to existing defects and close the transaction without reduction in purchase price.

96 (c) Survey: (check applicable provisions below)

97 (1.) Seller will, within _____ days from Effective Date, deliver to Buyer copies of prior surveys, plans,
98 specifications, and engineering documents, if any, and the following documents relevant to this transaction:
99

100 prepared for Seller or in Seller's possession, which show all currently existing structures. In the event this
101 transaction does not close, all documents provided by Seller will be returned to Seller within 10 days from the
102 date this Contract is terminated.

103 Buyer will, at Seller's Buyer's expense and within the time period allowed to deliver and examine title
104 evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals
105 encroachments on the Property or that the improvements encroach on the lands of another, Buyer will
106 accept the Property with existing encroachments such encroachments will constitute a title defect to be
107 cured within the Curative Period.

108 (d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

109 7. PROPERTY CONDITION: Seller will deliver the Property to Buyer at the time agreed in its present "as is"
110 condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition.
111 Seller makes no warranties other than marketability of title. In the event that the condition of the Property has
112 materially changed since the expiration of the Due Diligence Period, Buyer may elect to terminate the Contract and
113 receive a refund of any and all deposits paid, plus interest, if applicable. By accepting the Property "as is", Buyer
114 waives all claims against Seller for any defects in the Property. (Check (a) or (b))

115 (a) As Is: Buyer has inspected the Property or waives any right to inspect and accepts the Property in its "as is"
116 condition.

117 (b) Due Diligence Period: Buyer will, at Buyer's expense and within 15 days from Effective Date ("Due
118 Diligence Period"), determine whether the Property is suitable, in Buyer's sole and absolute discretion, for Buyer's
119 intended use and development of the Property as specified in Paragraph 6. During the Due Diligence Period,
120 Buyer may conduct any tests, analyses, surveys and investigations ("Inspections") which Buyer deems necessary
121 to determine to Buyer's satisfaction the Property's engineering, architectural, environmental properties; zoning and
122 zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of
123 access to public roads, water, and other utilities; consistency with local, state and regional growth management and
124 comprehensive land use plans; availability of permits, government approvals and licenses; compliance with
125 American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections
126 that Buyer deems appropriate to determine the suitability of the Property for Buyer's intended use and
127 development. Buyer will deliver written notice to Seller prior to the expiration of the Due Diligence Period of
128 Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice
129 requirement will constitute acceptance of the Property in its present "as is" condition. Seller grants to Buyer, its
130 agents, contractors and assigns, the right to enter the Property at any time during the Due Diligence Period for the
131 purpose of conducting inspections; provided, however, that Buyer, its agents, contractors and assigns enter the
132 Property and conduct inspections at their own risk. Buyer will indemnify and hold Seller harmless from losses,
133 damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any
134 person, arising from the conduct of any and all inspections or any work authorized by Buyer. Buyer will not engage
135 in any activity that could result in a mechanic's lien being filed against the Property without Seller's prior written
136 consent. In the event this transaction does not close, (1) Buyer will repair all damages to the Property resulting
137 from the inspections and return the Property to the condition it was in prior to conduct of the inspections, and
138 (2) Buyer will, at Buyer's expense release to Seller all reports and other work generated as a result of the
139 inspections. Should Buyer deliver timely notice that the Property is not acceptable, Seller agrees that Buyer's
140 deposit will be immediately returned to Buyer and the Contract terminated.

141 (c) Walk-through Inspection: Buyer may, on the day prior to closing or any other time mutually agreeable to the

142 Buyer (S) and Seller (S) acknowledges receipt of a copy of this page, which is Page 3 of 8 Pages.

143 parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and
144 to ensure that all Property is on the premises.

145 **8. OPERATION OF PROPERTY DURING CONTRACT PERIOD:** Seller will continue to operate the Property and any
146 business conducted on the Property in the manner operated prior to Contract and will take no action that would
147 adversely impact the Property, tenants, lenders or business, if any. Any changes, such as renting vacant space, that
148 materially affect the Property or Buyer's intended use of the Property will be permitted only with Buyer's consent
149 without Buyer's consent.

150 **9. CLOSING PROCEDURE:** Unless otherwise agreed or stated herein, closing procedure shall be in accordance with
151 the norms where the Property is located.

152 (a) **Possession and Occupancy:** Seller will deliver possession and occupancy of the Property to Buyer at
153 closing. Seller will provide keys, remote controls, and any security/access codes necessary to operate all locks,
154 mailboxes, and security systems.

155 (b) **Costs:** Buyer will pay Buyer's attorneys' fees, taxes and recording fees on notes, mortgages and financing
156 statements and recording fees for the deed. Seller will pay Seller's attorneys' fees, taxes on the deed and
157 recording fees for documents needed to cure title defects. If Seller is obligated to discharge any encumbrance at or
158 prior to closing and fails to do so, Buyer may use purchase proceeds to satisfy the encumbrances.

159 (c) **Documents:** Seller will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable
160 service and maintenance contracts that will be assumed by Buyer after the Closing Date and letters to each
161 service contractor from Seller advising each of them of the sale of the Property and, if applicable, the transfer of its
162 contract, and any assignable warranties or guarantees received or held by Seller from any manufacturer,
163 contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium
164 documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters; tenant
165 subordination, non-disturbance and attornment agreements (SNDAs) required by the Buyer or Buyer's lender;
166 assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in
167 ownership/rental agent. If any tenant refuses to execute an estoppel letter, Seller will certify that information
168 regarding the tenant's lease is correct. If Seller is an entity, Seller will deliver a resolution of its Board of Directors
169 authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and
170 setting forth facts showing the conveyance conforms to the requirements of local law. Seller will transfer security
171 deposits to Buyer. Buyer will provide the closing statement, mortgages and notes, security agreements, and
172 financing statements.

173 (d) **Taxes and Prorations:** Real estate taxes, personal property taxes on any tangible personal property, bond
174 payments assumed by Buyer, interest, rents (based on actual collected rents), association dues, insurance
175 premiums acceptable to Buyer, and operating expenses will be prorated through the day before closing. If the
176 amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due
177 allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request
178 of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

179 (e) **Special Assessment Liens:** Certified, confirmed, and ratified special assessment liens as of the Closing Date
180 will be paid by Seller. If a certified, confirmed, and ratified special assessment is payable in installments, Seller will
181 pay all installments due and payable on or before the Closing Date, with any installment for any period extending
182 beyond the Closing Date prorated, and Buyer will assume all installments that become due and payable after the
183 Closing Date. Buyer will be responsible for all assessments of any kind which become due and owing after Closing
184 Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially
185 completed as of the Closing Date but has not resulted in a lien before closing, Seller will pay the amount of the last
186 estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and
187 does not apply to condominium association special assessments.

188 (f) **Foreign Investment in Real Property Tax Act (FIRPTA):** If Seller is a "foreign person" as defined by FIRPTA,
189 Seller and Buyer agree to comply with Section 1445 of the Internal Revenue Code. Seller and Buyer will
190 complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply
191 with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or

192* Buyer  and Seller  acknowledge receipt of a copy of this page, which is Page 4 of 8 Pages.

193 Social Security Numbers to the closing agent. If Buyer does not pay sufficient cash at closing to meet the
194 withholding requirement, Seller will deliver to Buyer at closing the additional cash necessary to satisfy the
195 requirement.

196 **10. ESCROW AGENT:** Seller and Buyer authorize Escrow Agent or Closing Agent (collectively "Agent") to
197 receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance
198 with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of
199 escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful breach of this Contract or gross
200 negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option,
201 (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent
202 jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of
203 the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action,
204 Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If
205 Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent
206 interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover
207 reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and
208 charged and awarded as court costs in favor of the prevailing party.

209 **11. CURE PERIOD:** Prior to any claim for default being made, a party will have an opportunity to cure any alleged
210 default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-
211 complying party specifying the non-compliance. The non-complying party will have ___ days (5 days if left blank) after
212 delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

213 **12. RETURN OF DEPOSIT:** Unless otherwise specified in the Contract, in the event any condition of this Contract is
214 not met and Buyer has timely given any required notice regarding the condition having not been met, Buyer's deposit
215 will be returned in accordance with applicable Florida Laws and regulations.

216 **13. DEFAULT:**

217 (a) In the event the sale is not closed due to any default or failure on the part of Seller other than failure to make
218 the title marketable after diligent effort, Buyer may either (1) receive a refund of Buyer's deposit(s) or (2) seek
219 specific performance. If Buyer elects a deposit refund, Seller will be liable to Broker for the full amount of the
220 brokerage fee.

221 (b) In the event the sale is not closed due to any default or failure on the part of Buyer, Seller may either (1) retain
222 all deposit(s) paid or agreed to be paid by Buyer as agreed upon liquidated damages, consideration for the
223 execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek
224 specific performance. If Seller retains the deposit, Seller will pay the Brokers named in Paragraph 20 fifty percent
225 of all forfeited deposits retained by Seller (to be split equally among the Brokers) up to the full amount of the
226 brokerage fee. If Buyer fails to timely place a deposit as required by this Contract, Seller may either (1) terminate
227 the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving
228 any remedy for Buyer's default.

229 **14. ATTORNEY'S FEES AND COSTS:** In any claim or controversy arising out of or relating to this Contract, the
230 prevailing party, which for purposes of this provision will include Buyer, Seller and Broker, will be awarded reasonable
231 attorneys' fees, costs, and expenses.

232 **15. NOTICES:** All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or
233 electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice,
234 document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker)
235 representing a party will be as effective as if given by or delivered to that party.

236 **16. DISCLOSURES:**

237 (a) **Commercial Real Estate Sales Commission Lien Act:** The Florida Commercial Real Estate Sales
238 Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial
239 real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net

240 Buyer  and Seller  acknowledge receipt of a copy of this page, which is Page 5 of 8 Pages.

241 proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any
242 interest in real property. This lien right cannot be waived before the commission is earned.

243 (b) Special Assessment Liens Imposed by Public Body: The Property may be subject to unpaid special
244 assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such
245 liens, if any, shall be paid as set forth in Paragraph 9(e).

246 (c) Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in
247 sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that
248 exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon
249 and radon testing may be obtained from your county public health unit.

250 (d) Energy-Efficiency Rating Information: Buyer acknowledges receipt of the information brochure required by
251 Section 553.996, Florida Statutes.

252 17. RISK OF LOSS:

253 (a) If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, Seller will bear
254 the risk of loss and Buyer may cancel this Contract without liability and the deposit(s) will be returned to Buyer.
255 Alternatively, Buyer will have the option of purchasing the Property at the agreed upon purchase price and Seller
256 will credit the deductible, if any and transfer to Buyer at closing any insurance proceeds, or Seller's claim to any
257 insurance proceeds payable for the damage. Seller will cooperate with and assist Buyer in collecting any such
258 proceeds. Seller shall not settle any insurance claim for damage caused by casualty without the consent of the
259 Buyer.

260 (b) If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the
261 right of eminent domain, or proceedings for such taking will be pending or threatened, Buyer may cancel this
262 Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of
263 purchasing what is left of the Property at the agreed upon purchase price and Seller will transfer to the Buyer at
264 closing the proceeds of any award, or Seller's claim to any award payable for the taking. Seller will cooperate with
265 and assist Buyer in collecting any such award.

266 18. ASSIGNABILITY; PERSONS BOUND: This Contract may be assigned to a related entity, and otherwise is
267 not assignable is assignable. If this Contract may be assigned, Buyer shall deliver a copy of the assignment
268 agreement to the Seller at least 5 days prior to Closing. The terms "Buyer," "Seller" and "Broker" may be singular or
269 plural. This Contract is binding upon Buyer, Seller and their heirs, personal representatives, successors and assigns
270 (if assignment is permitted).

271 19. MISCELLANEOUS: The terms of this Contract constitute the entire agreement between Buyer and Seller.
272 Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound.
273 Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated
274 electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or
275 typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract
276 is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be
277 construed under Florida law and will not be recorded in any public records.

278 20. BROKERS: Neither Seller nor Buyer has used the services of, or for any other reason owes compensation to,
279 a licensed real estate Broker other than:

280 (a) Seller's Broker: NONE.
281 (Company Name) _____ (Licensee) _____
282 _____
283 (Address, Telephone, Fax, E-mail)

284 who is a single agent is a transaction broker has no brokerage relationship and who will be compensated
285 by Seller Buyer both parties pursuant to a listing agreement other (specify) _____
286 _____

287 Buyer (Signature) and Seller (Signature) acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.

288 (b) Buyer's Broker: NONE.
289 (Company Name) _____ (Licensee) _____

290 _____
291 (Address, Telephone, Fax, E-mail) _____

292 who is a single agent is a transaction broker has no brokerage relationship and who will be compensated
293 by Seller's Broker Seller Buyer both parties pursuant to an MLS offer of compensation other (specify)
294 _____

295 (collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to
296 inquiries, introductions, consultations, and negotiations resulting in this transaction. Seller and Buyer agree to
297 indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including
298 reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is
299 inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to
300 Paragraph 10, (3) any duty accepted by Broker at the request of Seller or Buyer, which is beyond the scope of
301 services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and
302 expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of Seller or Buyer.

303 21. OPTIONAL CLAUSES: (Check if any of the following clauses are applicable and are attached as an addendum to
304 this Contract):

- | | | |
|---|--|---|
| 305 <input type="checkbox"/> Arbitration | <input type="checkbox"/> Seller Warranty | <input type="checkbox"/> Existing Mortgage |
| 306 <input type="checkbox"/> Section 1031 Exchange | <input type="checkbox"/> Coastal Construction Control Line | <input type="checkbox"/> Buyer's Attorney Approval |
| 307 <input type="checkbox"/> Property Inspection and Repair | <input type="checkbox"/> Flood Area Hazard Zone | <input type="checkbox"/> Seller's Attorney Approval |
| 308 <input type="checkbox"/> Seller Representations | <input type="checkbox"/> Seller Financing | <input type="checkbox"/> Other _____ |

309 22. ADDITIONAL TERMS:

310 _____

311 1. See Addendum attached hereto.

312 2. Seller represents and Buyer acknowledges that Seller may not have legal title to the Property at the time of the
313 Effective Date of this Agreement, and that closing and the Seller's duty to perform hereunder is expressly condition
314 on Seller acquiring legal title to the Property as represented by a recorded Special Warranty Deed in the name of the
315 Seller.

316 3. Notwithstanding any term of this Contract or Addendum to the contrary, in the event an agreement for Wastewater
317 Billing Services with the City of Cocoa is not reached by the Closing Date, the Buyer shall have the right to terminate
318 this Agreement by written notice to the Seller not later than the Closing Date.

319 _____

320 _____

321 THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE
322 ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL
323 FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE
324 PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE
325 EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR
326 REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER
327 ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL
328 REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER
329 REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF
330 THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS
331 AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE
332 AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.

333 Buyer (Signature) and Seller (Signature) acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.

334 Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other
335 party that such signatory has full power and authority to enter into and perform this Contract in accordance with its
336 terms and each person executing this Contract and other documents on behalf of such party has been duly authorized
337 to do so.

338 _____
339 (Signature of Buyer)

Date: 12-1-16

340 Merritt Island Utility Company, Inc.
341 (Typed or Printed Name of Buyer)

Tax ID No: 81-4558805

342 Title: President

Telephone: 727-848-8292

343 _____
344 (Signature of Buyer)

Date: _____

345 _____
346 (Typed or Printed Name of Buyer)

Tax ID No: _____

347 Title: _____

Telephone: _____

348 Buyer's Address for purpose of notice: 4939 Cross Bayou Blvd., New Port Richey, FL 34652

349 Facsimile: 727-848-7701

Email: _____

350 _____
351 (Signature of Seller)

Date: 12/2/16

352 Colony Waste Services, LLC
353 (Typed or Printed Name of Seller)

Tax ID No: _____

354 Title: Joseph A. Foody, Manager

Telephone: _____

355 _____
356 (Signature of Seller)

Date: _____

357 _____
358 (Typed or Printed Name of Seller)

Tax ID No: _____

359 Title: _____

Telephone: _____

360 Seller's Address for purpose of notice: 161 SW 11th Court, Boca Raton, FL 33486

361 Facsimile: _____

Email: _____

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362 Buyer (initials) and Seller (initials) acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages.

EXHIBIT "A"

A parcel of land lying in Section 15, Township 23 South, Range 36 East, Brevard County, Florida, lying adjacent to and South of Colony Park, Section 3, according to the Plat thereof as recorded in Plat Book 20, Page 107, Public Records of Brevard County, Florida, and being more particularly described as follows:

Commence at the S.E. Corner of said Section 15 and run S. 87 degrees 45' 45" W. along the South line of said Section a distance of 958.38 feet for a Point of Beginning of this description; thence continue S. 87 degrees 45' 45" W. along said South line, 250.00 feet; thence N. 2 degrees 14' 15" W., 312.50 feet to the Southwest corner of the aforementioned Colony Park, Section 3; thence along the South line of said subdivision the following courses and distances: N 87 degrees 45' 45" E., 100.0 feet; N. 2 degrees 14' 15" W., 62.50 feet; N. 87 degrees 45' 45" E., 50.00 feet; S. 2 degrees 14' 15" E., 75.0 feet; N. 87 degrees 45' 45" E., 100.0 feet; thence leaving said South line run S. 2 degrees 14' 15" E., 300.0 feet to the Point of Beginning;

AND

A parcel of land lying in Section 15, Township 23 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 15, and run S. 87 degrees 45' 45" W., along the South line of said Section, a distance of 658.38 feet to the Southwest corner of COLONY PARK, SECTION 2, recorded in Plat Book 20, Page 18, Public Records of Brevard County, Florida, the Point of Beginning; thence continue S. 87 degrees 45' 45" W., along said South line, a distance of 300.00 feet; thence N. 02 degrees 14' 15" W., along the East line of lands described in Official Records Book 1474, Page 1008, a distance of 300.0 feet to a point on the South line of COLONY PARK, SECTION 3, recorded in Plat Book 20, Page 107; thence N 87 degrees 45' 45" E., along said South line, a distance of 300.0 feet to a point on the West line of aforesaid COLONY PARK, SECTION 2; thence S. 02 degrees 14' 15" E., along said West line, a distance of 300.0 feet to the Point of Beginning.

EXHIBIT "B"

Any and all easements, rights-of-way, gores of land, streets, ways, alleys, passages, sewer rights, air rights, water, water stock, water rights, titles, interests, privileges, tenements, hereditaments and appurtenances whatsoever, if any, in any way belonging, relating or appertaining to any of the Property, and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Grantor of, in and to the same, if any.

All right, title, and interest of the Grantor, if any, in and to the land lying in the bed of any streets, roads, or avenues, opened, or proposed, in front of or adjoining the Property, and in and to the appurtenances thereto.

ADDENDUM TO PURCHASE CONTRACT

ADDENDUM TO COMMERCIAL CONTRACT BETWEEN MERRITT ISLAND UTILITY COMPANY, INC. ("Buyer") and COLONY WASTE SERVICES, LLC ("Seller") regarding the property known as 6710 Orleans court, Merritt Island, FL 32953 (the "Property")

- 1. As provided for in Paragraph 16 below, the sale contemplated by this Contract and Addendum is contingent upon and subject to the Approval of the Florida Public Service Commission ("PSC") in accordance with Section 367.071(1) of the Florida Statutes.**
- 2. Prior to PSC approval, the Buyer shall operate the real and personal property described in Exhibits "A" and "B" (the "Utility Property"), retain all revenue and provide for all expenses to carry the property (including but not limited to property taxes and insurance), and maintain the Utility Property in the same condition that existed on the Closing Date, normal wear and tear excepted. Buyer and Seller shall make a good faith and diligent effort in the application and approval process toward PSC approval.**
- 3. The Utility Property contains a wastewater collection and treatment system (collectively the "System") that provides wastewater service to residents within Brevard County, Florida (the "Service Area").**
- 4. Buyer is a public utility that furnishes water and wastewater service to the public in various portions of the State of Florida.**
- 5. Seller desires to sell, and Buyer desires to purchase the Utility Property and rights of Seller owned and used in connection with the System, all upon the terms and conditions set forth in the Contract and this Addendum.**
- 6. On the Closing Date the Seller shall sell, assign, transfer, grant, convey and deliver to Buyer all of the assets, properties and rights of Seller in the System (whether tangible or intangible, real, personal or mixed) which are held, used or useful in connection with the production, treatment, or collection of wastewater within the Service Area (the "Assets").**
- 7. The Assets shall, without limitation to the definition stated above, include the specific assets, properties and rights of Seller as follows:**
 - (a) all the land, buildings, pipes, pipelines, treatment equipment and facilities, pumping stations, storage tanks and facilities, wastewater collection mains, pump stations, structures, improvements, fixtures, rights-of-way, rights, uses, licenses and easements owned by Seller, or in which Seller has an interest, and all hereditaments, tenements and appurtenances belonging or appertaining thereto;**

(b) all rights of Seller under any written or oral contract, easement, license, agreement, lease, plan, instrument, registration, permit, certificate or other authorization or approval of any nature, or other document, commitment, arrangement, undertaking, practice or authorization, relating to the Assets;

(c) all information, files, records, data, plans, contracts and recorded knowledge, including customer and supplier lists and property records, related to the System in the Service Area.

8. Notwithstanding the foregoing, the Assets shall not include any of the following:

(a) Any customer wastewater service lines that run from the curb clean-out area to the residences;

(b) all piping and fixtures internal to each individual customer's structure;

(c) Seller's cash and accounts receivables as of the Closing Date; and

(d) Seller's Accounts Receivable

9. As provided in Paragraph 7(b) of the Contract, within 15 days of the Effective Date of the Contract, Buyer will perform a final due diligence of the Utility Property, the System and the Assets. The due diligence is to ensure that the Assets are in the same working condition, that all permits are valid, current and that there are no compliance infractions in force at the time of the date of this final completion of this Agreement. If, after conducting the final due diligence, Buyer determines that the Utility Property, the System and the Assets are not in the same working condition, that any permit is no longer valid or current, or that there are compliance infractions, Seller shall either correct the condition or reach an agreement with Buyer for a reduction to the Purchase Price. If Seller refuses to correct the condition or is unable to reach agreement with Buyer concerning a reduction to the Purchase Price, Buyer may elect to terminate this Agreement without penalty by delivering written notice of termination to the Seller prior to the end of the due diligence period, or to proceed to Closing.

10. Buyer shall not assume any obligations of Seller, under any contract, agreement, commitment, lease, certificate, order, notice, permit or other instrument, whether oral, written, and express or implied except as provided in Paragraph 7(b) of this Addendum. All liabilities and obligations of Seller shall remain the sole responsibility of Seller, including any and all liabilities or obligations under any employee benefit plan, practice or arrangement or pension, retirement or savings plan. Buyer shall not assume and shall not be liable for any liabilities or obligations of Seller of any nature whatsoever whether express or implied, fixed or contingent, whatsoever.

11. Seller and Buyer will cooperate to transfer utility service, including telephone, electric, chlorine, and gas service providing such service to any of the Assets as of the Closing Date.
12. The business of Seller shall be conducted solely in the ordinary course consistent with past practice and shall maintain and service the Utility Property, the System and the Assets in good working order such that they will be in proper working order on the Closing Date. Seller shall comply with all laws, ordinances, rules, regulations and orders applicable to it and to the conduct of its business.
13. As part of the Buyer's due diligence provided for in Paragraph 7(b) of the Contract and Paragraph 9 of this Addendum, Seller will give to Buyer free and full access to and the right to inspect, during normal business hours, all of the premises, properties, assets, records, contracts and other documents relating to its business and operations, and shall permit them to consult with the officers, employees, accountants, counsel and agents of Seller.
14. On the Closing Date, no proceeding shall be pending or threatened before any court or governmental agency in which it is sought to restrain or prohibit or to obtain damages or other relief in connection with this Agreement or the consummation of the transactions contemplated hereby, and no investigation that might eventuate in any such suit, action or proceeding shall be pending or threatened.
15. Buyer and Seller will use reasonable efforts to obtain any necessary governmental approvals within ninety (90) days from the Closing Date regarding transfer of the Assets, including, but not limited to the FDEP and the Florida Water Management District, upon terms and conditions reasonably acceptable to Buyer, to enable Buyer to assume ownership and operation of the Utility Property, the System and the Assets and to provide water and wastewater service to the public in the Service Area.
16. The sale of the Utility Property, the System and the Assets contemplated by this Contract and Addendum is subject to and contingent upon the receipt of a favorable PSC staff recommendation and approval upon terms and conditions reasonably acceptable to Buyer within one year of the Closing Date of this Contract (the "Approval Period"). As provided in Section 367.071, Florida Statutes, the parties desire to close the transaction in advance of the PSC approval. In the event that the PSC determines that the sale and transfer of the Utility Property, the System and the Assets to the Buyer is not in the public interest and that Buyer will not fulfill the commitments, obligations, and representations of the Utility Property, the System and the Assets, and the PSC denies such transfer, then the parties shall "unwind" the sale and transfer of the Utility Property, the System and the Assets and the Buyer agrees to execute and Seller agrees to accept a Special Warranty Deed and other transfer documents in a form substantially similar to those executed and delivered under this Contract and Addendum, at which time the Seller agrees deliver and the Buyer agrees to accept the return of the purchase funds in the amount of

\$35,000.00, less any closing costs or adjustments represented on the Settlement Statement dated as of the Closing Date.

17. Seller has the full power and lawful authority to transfer to Buyer the rights, title and interest in and to the Utility Property, the System and the Assets.

18. Seller is not party to, or subject to the provision of, any judgment, order, writ, injunction or decree of any court or of any governmental official, agency or instrumentality relating to the Utility Property, the System and the Assets.

19. There are no liabilities or obligations of Seller, either accrued, absolute, contingent or otherwise, relating to the Utility Property, the System and the Assets. The term liabilities shall include, without limitation, any direct or indirect indebtedness, guaranty, endorsement, claim, loss, damage, deficiency, cost, expense, obligation or responsibility accrued, absolute, contingent or otherwise.

20. No person other than Seller owns or has any interest in the Utility Property, the System and the Assets necessary to the operations or business of the Seller. Seller has good and valid rights to occupy or to obtain access to the areas where the collection lines and other facilities of the Utility Property, the System and the Assets are located.

21. Seller is not in any material violation of any law, ordinance or governmental rule or regulation to which it or its business, operations, assets or properties is subject and has not failed to obtain, or to adhere to the requirements of, any certificate, license, permit or other governmental authorization necessary to the ownership of the Utility Property, the System and the Assets.

22. To the best of Seller's actual knowledge, Seller has been and is in compliance with all environmental laws concerning the Utility Property, the System and the Assets.

23. Except as provided for in this Addendum all terms of the Contract shall remain the same.

Buyer:

By: _____

Seller:

By: Joseph A. Foody
Joseph A. Foody, Manager

EXHIBIT B
Rule 25-30.037 (2)(j)

The buyer must provide the following documentation of the terms of the transfer:

- 1. The date the closing occurred or will occur;**
- 2. The purchase price and terms of payment;**
- 3. A list of and the dollar amount of the assets purchased and liabilities assumed or not assumed, including those of nonregulated operations or entities;**
- 4. A description of all consideration between the parties, including promised salaries, retainer fees, stock, stock options, and assumption of obligations;**

A copy of the final executed closing dates, including attachments, by and between Colony Waste Services, LLC and Merritt Island Utility Company, Inc. are attached hereto. The closing took place on December 22, 2016.

John M. Cappeller Jr. P.A.,

350 Camino Gardens Blvd., Suite 303, Boca Raton, Florida 33432
Phone 561-620-2599

COMBINED CLOSING STATEMENT

Closing Date: 12/22/16
 Proration Date: 12/22/16
 Disbursement Date: 12/22/16
 BUYER: Merritt Island Utility Company, Inc., a Florida corporation
 SELLER: Colony Waste Services, LLC, a Florida limited liability company
 LENDER: _____
 Closing Agent: John M. Cappeller Jr. P.A.
 Closing Agent File No.: 16-109
 PROPERTY ADDRESS: 6710 Orleans Court, Merritt Island, Florida 32953

Buyer

	DEBIT	CREDIT
Contract sales price	\$35,000.00	
County taxes #2315515	\$5.09	
County taxes #2315511	\$5.88	
Recording Fees-Deed	\$31.50	
Brevard County Clerk of Court		
Deposit or earnest money		\$5,000.00
SUBTOTAL		
	\$35,042.45	\$5,000.00
CASH FROM BUYER		\$30,042.45
CASH TO BUYER		\$30,042.45
TOTAL	\$35,042.45	\$35,042.45

Seller

	DEBIT	CREDIT
Contract sales price		\$35,000.00
County taxes #2315515		\$5.09
County taxes #2315511		\$5.88
Abstract or title search	\$400.00	
Old Republic National Title Insurance Company		
Attorney's fees	\$5,416.35	
Radey		
Attorney's Fees	\$3,500.00	
John M. Cappeller Jr. P.A.		
Title Insurance	\$115.50	
John M. Cappeller, Jr., P.A.		
2016 real estate taxes #2315515	\$188.24	
Brevard County Tax Collector		
2016 real estate taxes #2315511	\$214.34	
Brevard County Tax Collector		
State tax/stamps	\$245.00	
Brevard County Clerk of Court		
Municipal lien searches	\$190.00	
Lien One		
SUBTOTAL		
	\$10,267.43	\$35,010.95
CASH FROM SELLER		\$35,010.95
CASH TO SELLER	\$24,743.52	
TOTAL	\$35,010.95	\$35,010.95

Buyer

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF A COPY OF THE FOREGOING SETTLEMENT STATEMENT, AGREES TO THE CORRECTNESS THEREOF, AND AUTHORIZES AND APPROVES THE DISBURSEMENTS SET FORTH.

Merritt Island Utility Company, Inc.
a Florida corporation

By:

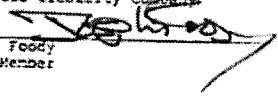
Gary DeRenzo
President

(Corporate Seal)


Seller

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF A COPY OF THE FOREGOING SETTLEMENT STATEMENT, AGREES TO THE CORRECTNESS THEREOF, AND AUTHORIZES AND APPROVES THE DISBURSEMENTS SET FORTH.

Colony Waste Services, LLC
a Florida limited liability company

By: 
Joseph A. Foody
Managing Member

This Closing Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

John M. Cappeller Jr., P.A.
By: 

FIRPTA CERTIFICATE

Non-Foreign Affidavit

Before me, the undersigned authority, personally appeared Joseph A. Foody, who being by me duly sworn, on oath, deposes and says:

- 1. That affiant is the Managing Member of Colony Waste Services, LLC, a Florida limited liability company ("Transferor").
- 2. Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by Transferor, the undersigned hereby certifies the following on behalf of Transferor:
 - A. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate or disregarded entity (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
 - B. Transferor's Tax Identification Number is 81-1899100; and
 - C. Transferor has an address at 161 SW 11th Court, Boca Raton, FL 33486.
- 3. Transferor understands that this Affidavit may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.
- 4. Under penalties of perjury I declare that I have examined this Affidavit and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

COLONY WASTE SERVICES, LLC,
a Florida limited liability company

By: [Signature]
Joseph A. Foody, Managing Member

Source CFR, Section 1.1445-2T(b)(2)(iii)(B) *

STATE OF FLORIDA)
) SS.:
COUNTY OF PALM BEACH)

On December 21, 2016 before me personally appeared Joseph A. Foody, as Managing Member of COLONY WASTE SERVICES, LLC, a Florida limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed within this instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[Notary Seal]



[Signature]
Notary Public
Printed Name: John M. Cappeller, Jr.
My Commission Expires: _____

**WRITTEN CONSENT IN LIEU
OF SPECIAL MEETING
OF THE MEMBERS
OF
COLONY WASTE SERVICES, LLC**

The undersigned, being at least a majority of the members of COLONY WASTE SERVICES, LLC, a Florida limited liability company (the "Company"), do hereby consent to the following actions in lieu of a special meeting of the members of the Company:


RESOLVED, that the Company hereby is authorized to enter into that certain Commercial Contract dated as of December 7, 2106, as amended, to sell that certain property real property, more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property") to Merritt Island Utility Company, Inc., a Florida corporation, in exchange for \$35,000 (the "Contract"). It is further

RESOLVED, that Joseph A. Foody, as Managing Member of the Company, be and hereby is authorized to execute and deliver said Contract, together with such other certificates or documents as may be necessary or desirable to effectuate the transactions contemplated by the Contract, including, but not limited to, deeds, bills of sale, closing statements, seller affidavits and post-closing agreements. It is further

RESOLVED, that such manager is authorized to take such action as is reasonably necessary to carry out the foregoing.

IN WITNESS WHEREOF, the undersigned, as at least a majority of the members of the Company, have executed this Written Consent as of the 21 day of December, 2016.

MEMBERS:



Joseph A. Foody



Steven Birnbaum

Closing Statement Addendum

Seller: Colony Waste Services LLC, a Florida limited liability company
Buyer: Merritt Island Utility Company, Inc., a Florida corporation
Property: Folio 23-36-15-00-00757.0-0000.00, and 23-36-15-00-00751.0-0000.00
Closing Agent: John M. Cappeller, Jr., P.A.
Closing Date: December 22, 2016
File Number: 16-109

TAX RE-PRORATION AGREEMENT: If the most recent property tax bill issued does not cover through the closing date, then the tax prorations set forth on the settlement statement are based upon an estimate. The basis of proration as set forth on the settlement statement is hereby accepted by the parties to this transaction. It is hereby understood and agreed that the actual taxes, if different, will be adjusted between the parties upon demand. Closing Agent is not liable or responsible for adjustment or re-proration of taxes. Closing Agent is not responsible or liable for additional taxes, other charges or tax refunds, if any, and shall not be liable should any of the parties to this transaction fail or refuse to re-prorate the taxes.

AGREEMENT TO COOPERATE: If requested by Lender (if any), Closing Agent, Title Agent or Title Underwriter, the parties agree to fully cooperate and adjust for clerical errors, including the execution or re-execution of any reasonable documentation and/or the remittance of any additional sums.

MISCELLANEOUS: Closing Agent does not make any representations or warranties nor assumes any liability with respect to the physical condition of the property, or any repairs to the property. Buyer has been advised and encouraged to secure hazard insurance coverage prior to completion of closing. If a survey was prepared for the subject transaction, then the Buyer hereby acknowledges receipt of a copy thereof. The buyer has reviewed said survey and accepts title subject to the matters set forth thereon. Buyer has received and reviewed the proposed deed and is satisfied with and approves the manner which title is being held.

CITY OF COCOA BILLING SERVICES AGREEMENT: The parties acknowledge that the Billing Services Agreement between Seller and the City of Cocoa (the "Agreement") has been approved but is pending final execution. The Seller has assigned the Agreement to the Buyer and the Seller shall cooperate with respect to future requirement needed to perfect the assignment, if necessary. The Buyer acknowledges that the Seller may be due fees from the City for water services collected prior to closing, and any fees received by Buyer for services rendered prior to closing shall be delivered to Seller upon receipt by Buyer.

DISBURSEMENT AUTHORIZATION, ETC.: Closing Agent does not adjust or assume liability for charges for water, rents, gas, electricity, taxes on personal property, garbage taxes or fees, license fees or taxes, service/maintenance contracts, or estoppel information furnished by mortgagees or others. The settlement statement has been reviewed and approved and Closing Agent is irrevocably authorized and directed to complete the closing of the transaction and make disbursement in accordance therewith. Seller, Buyer, and Borrower are used for singular or plural, as the context so requires or admits. This Agreement is being provided as an inducement for Closing Agent to serve as the closing agent and for Title Agent and Title Underwriter to issue title insurance on the subject transaction.

Seller:
COLONY WASTE SERVICES LLC,
a Florida limited liability company

By: _____
Name:
Title:

Buyer:
MERRITT ISLAND UTILITY COMPANY, INC.,
a Florida corporation

By: _____
Name: Gary Deremer
Title: President

GENERAL ASSIGNMENT

THIS ASSIGNMENT is made this 21 day of December, 2016 by COLONY WASTE SERVICES, LLC, a Florida limited liability company. ("Assignor") in favor of MERRITT ISLAND UTILITY COMPANY, INC., a Florida corporation ("Assignee").


WHEREAS, Assignee is purchasing the real property, more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property"), from Assignor, pursuant to that certain Commercial Contract, with an Effective Date of December 7, 2016 between Assignor and Assignee, as amended (the "Contract").

KNOW ALL MEN BY THESE PRESENTS, that for Ten and 00/100 Dollars (\$10.00) and other good and valuable considerations paid to Assignor, the receipt of which is hereby acknowledged, and pursuant to Paragraph 9(c) of the Contract, Assignor does hereby assign, grant, bargain and convey to Assignee all of Assignor's right, title and interest in and to any assignable warranties or guarantees received or held by Assignor from any manufacturer, contractor, subcontractor, or material supplier in connection with the Property, if any, and any assignable permits and licenses in connection with the Property, if any.

Assignor has duly executed this Assignment on the day and year first above written.

ASSIGNOR:

COLONY WASTE SERVICES, LLC, a Florida limited liability company

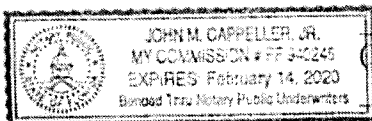
By: 
Joseph A. Foody, Managing Member

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

Sworn to and subscribed before me this 21 day of December, 2016, by Joseph A. Foody, as Managing Member of COLONY WASTE SERVICES, LLC a Florida limited liability company, who is personally known to me or has produced _____ as identification.


(SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT)

John M. Cappeller, Jr.
(Name of acknowledged, typed, printed or stamped)



(Title or rank (serial number, if any))

Exhibit "A"

Legal Description

A parcel of land lying in Section 15, Township 23 South, Range 36 East, Brevard County, Florida, lying adjacent to and South of Colony Park, Section 3, according to the Plat thereof as recorded in Plat Book 20, Page 107, Public Records of Brevard County, Florida, and being more particularly described as follows:

Commence at the S.E. Corner of said Section 15 and run S. 87 degrees 45' 45" W. along the South line of said Section a distance of 958.38 feet for a Point of Beginning of this description; thence continue S. 87 degrees 45' 45" W. along said South line, 250.00 feet; thence N. 2 degrees 14' 15" W., 312.50 feet to the Southwest corner of the aforementioned Colony Park, Section 3; thence along the South line of said subdivision the following courses and distances: N 87 degrees 45' 45" E., 100.0 feet; N. 2 degrees 14' 15" W., 62.50 feet; N. 87 degrees 45' 45" E., 50.00 feet; S. 2 degrees 14' 15" E., 75.0 feet; N. 87 degrees 45' 45" E., 100.0 feet; thence leaving said South line run S. 2 degrees 14' 15" E., 300.0 feet to the Point of Beginning;

AND

A parcel of land lying in Section 15, Township 23 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 15, and run S. 87 degrees 45' 45" W., along the South line of said Section, a distance of 658.38 feet to the Southwest corner of COLONY PARK, SECTION 2, recorded in Plat Book 20, Page 18, Public Records of Brevard County, Florida, the Point of Beginning; thence continue S. 87 degrees 45' 45" W., along said South line, a distance of 300.00 feet; thence N. 02 degrees 14' 15" W., along the East line of lands described in Official Records Book 1474, Page 1008, a distance of 300.0 feet to a point on the South line of COLONY PARK, SECTION 3, recorded in Plat Book 20, Page 107; thence N 87 degrees 45' 45" E., along said South line, a distance of 300.0 feet to a point on the West line of aforesaid COLONY PARK, SECTION 2; thence S. 02 degrees 14' 15" E., along said West line, a distance of 300.0 feet to the Point of Beginning.

ASSIGNMENT OF CITY OF COCOA AGREEMENT

THIS ASSIGNMENT is made this 21 day of December, 2016 by COLONY WASTE SERVICES, LLC, a Florida limited liability company, ("Assignor") in favor of MERRITT ISLAND UTILITY COMPANY, INC., a Florida corporation ("Assignee").


WHEREAS, Assignee is purchasing the real property, more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property"), from Assignor, pursuant to that certain Commercial Contract, with an Effective Date of December 7, 2016 between Assignor and Assignee, as amended (the "Contract").

KNOW ALL MEN BY THESE PRESENTS, that for Ten and 00/100 Dollars (\$10.00) and other good and valuable considerations paid to Assignor, the receipt of which is hereby acknowledged, and pursuant to Paragraph 9(c) of the Contract, Assignor does hereby assign, grant, bargain and convey to Assignee all of Assignor's right, title and interest in and to that certain Agreement dated December _____, 2016 between Assignor and the City of Cocoa, a Florida municipal corporation, a copy of which is attached as Exhibit "B" hereto and made a part hereof (the "Agreement"). Pursuant to Paragraph 9 of the Agreement, Assignee hereby agrees to be fully bound by the terms and conditions of the Agreement.

Assignor and Assignee have duly executed this Assignment on the day and year first above written.

ASSIGNOR:

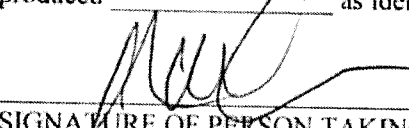
COLONY WASTE SERVICES, LLC, a Florida limited liability company

By: 
Joseph A. Foody, Managing Member

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

Sworn to and subscribed before me this 21 day of December, 2016, by Joseph A. Foody, as Managing Member of COLONY WASTE SERVICES, LLC, a Florida limited liability company, who is personally known to me or has produced _____ as identification.




(SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT)
John M. Cappeller, Jr.
(Name of acknowledged, typed, printed or stamped)

(Title or rank (serial number, if any))

ASSIGNEE:

MERRITT ISLAND UTILITY COMPANY, INC.,
a Florida corporation

By: [Signature]
Gary Dereemer, President

STATE OF FLORIDA)
COUNTY OF Pasco)

Sworn to and subscribed before me this 01 day of December, 2016, by Gary Dereemer, as President of MERRITT ISLAND UTILITY COMPANY, INC., a Florida corporation, who is personally known to me or has produced _____ as identification.

[Signature]
(SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT)
Loures M Ramos
(Name of acknowledger, typed, printed or stamped)
Admin Asst
(Title or rank (serial number, if any))

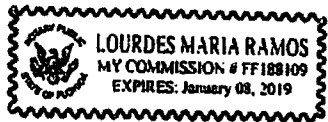


Exhibit "A"

Legal Description

A parcel of land lying in Section 15, Township 23 South, Range 36 East, Brevard County, Florida, lying adjacent to and South of Colony Park, Section 3, according to the Plat thereof as recorded in Plat Book 20, Page 107, Public Records of Brevard County, Florida, and being more particularly described as follows:

Commence at the S.E. Corner of said Section 15 and run S. 87 degrees 45' 45" W. along the South line of said Section a distance of 958.38 feet for a Point of Beginning of this description; thence continue S. 87 degrees 45' 45" W. along said South line, 250.00 feet; thence N. 2 degrees 14' 15" W., 312.50 feet to the Southwest corner of the aforementioned Colony Park, Section 3; thence along the South line of said subdivision the following courses and distances: N 87 degrees 45' 45" E., 100.0 feet; N. 2 degrees 14' 15" W., 62.50 feet; N. 87 degrees 45' 45" E., 50.00 feet; S. 2 degrees 14' 15" E., 75.0 feet; N. 87 degrees 45' 45" E., 100.0 feet; thence leaving said South line run S. 2 degrees 14' 15" E., 300.0 feet to the Point of Beginning;

AND

A parcel of land lying in Section 15, Township 23 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 15, and run S. 87 degrees 45' 45" W., along the South line of said Section, a distance of 658.38 feet to the Southwest corner of COLONY PARK, SECTION 2, recorded in Plat Book 20, Page 18, Public Records of Brevard County, Florida, the Point of Beginning; thence continue S. 87 degrees 45' 45" W., along said South line, a distance of 300.00 feet; thence N. 02 degrees 14' 15" W., along the East line of lands described in Official Records Book 1474, Page 1008, a distance of 300.0 feet to a point on the South line of COLONY PARK, SECTION 3, recorded in Plat Book 20, Page 107; thence N 87 degrees 45' 45" E., along said South line, a distance of 300.0 feet to a point on the West line of aforesaid COLONY PARK, SECTION 2; thence S. 02 degrees 14' 15" E., along said West line, a distance of 300.0 feet to the Point of Beginning.

EXHIBIT "B"

CITY OF COCOA AGREEMENT

AGREEMENT

THIS AGREEMENT, made and entered into on the last date entered below, by and between the **CITY OF COCOA**, a Florida municipal corporation existing under the laws of the State of Florida, hereinafter referred to as "Cocoa", and **COLONY WASTE SERVICES, LLC**, a Florida limited liability company, hereinafter referred to as "Colony Waste."

WITNESSETH:

WHEREAS, Colony Waste represents and warrants that it currently has an equitable or legal ownership interest in and operates a private sanitary sewage treatment system for the residents of Colony Park a manufactured housing subdivision within central Brevard County, Florida, and has the right retain all revenue, provide for all expenses, and maintain the private sewage treatment system, and

WHEREAS, Cocoa currently owns and operates a water works supply and transmission system within central Brevard County, Florida for the purpose of furnishing water to its customers, including customers located in Colony Park subdivision; and

WHEREAS, Cocoa has the capability and facilities to economically bill and collect sewer charges from customers of Colony Waste; and

WHEREAS, Colony Waste desires to enter into an agreement with Cocoa to provide for the collection of sanitary sewer service charges from its customers located within the Colony Park subdivision; and

WHEREAS, the execution of this Agreement will mutually benefit the parties and the residents of Brevard County, Florida.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the sufficiency of which is acknowledged by the parties hereto, it is mutually agreed as follows:

1. Recitals.

Each and all of the foregoing recitals are hereby incorporated herein and declared to be true and correct.

2. Collection of Charges.

Cocoa hereby agrees to collect all sewer charges due from Colony Waste's customers in the Colony Park subdivision. Said charges will include current as well as past due charges, and will be collected on a monthly basis in accordance with policies and procedures adopted by Cocoa in consultation with Colony Waste. A set of current policies and procedures to be utilized by Cocoa in the collection of said accounts is attached hereto as **Exhibit "A"** and made a part

hereof by this reference. Cocoa reserves the right to unilaterally amend the policies and procedures contained in Exhibit "A." However, Cocoa agrees to provide Colony Waste a copy of any amendments to such policies and procedures. In the event of any conflict between the policies and procedures attached hereto as Exhibit "A" or any amendment thereto and the terms of this Agreement, the terms of this Agreement shall control. All sewer charges for Colony Waste sanitary sewer service shall be separately itemized and included on monthly water bills issued by Cocoa to its customers, or, if said person is not on Cocoa water, by separate monthly billing prepared by Cocoa for said purpose.

3. Service fee.

In consideration of the services to be provided and performed by Cocoa, Colony Waste agrees to pay to Cocoa an amount per customer account computed as follows: For sanitary sewer service, a flat fee of \$1.06 per month, per account billed. This rate will be increased to \$1.07 effective _____ without any further notice to Colony Waste.

It is hereby agreed and understood that Cocoa retains the right to change the billing rate hereinabove set forth; provided, however, that in no event shall Colony Waste be liable for any increase in said billing rate except upon written notice thereof to be provided at least thirty (30) days prior to the effective date of said increase.

4. Customer List/Rates.

Colony Waste represents and warrants that the initial billing rates are set forth in the schedule of rates attached hereto as Exhibit "B" and incorporated herein by this reference, and that Colony Waste is authorized by the Public Service Commission to charge said rates. Colony Waste shall have a continuing obligation and sole responsibility for providing Cocoa with any updated or modified rates agreed to or imposed by the Public Service Commission. In no event shall Cocoa charge or assess any rate, fee, charge or penalty to any customer unless specifically set forth in Exhibit "B" as may be amended, or as may otherwise be provided herein. In consideration of the requirements of Chapter 180, Florida Statutes, regarding notice of change of utility rates, Colony Waste agrees to provide to Cocoa written notice of any changes in said rates at least sixty (60) days prior to the effective date thereof and will be solely responsible for all costs incurred by the City and attributable to providing notice of the new rate schedule. Cocoa shall remit the proceeds of the collections less the service fee from the monthly service charges and arrears, at least monthly no later than the 15th day of each month following receipt of same, to the following entity, person and address:

Colony Waste Services, LLC
Attention: Joseph Foody, Manager
161 SW 11 Ct.
Boca Raton, Florida 33486
561-926-4858

At any time, via written notice to Cocoa as provided for in Section 8 herein, Colony Waste may unilaterally change the name of the entity and/or person, and the address, which is to receive the monthly payments from Cocoa indicated within this section.

Cocoa shall maintain a strict accounting of all deposits and the amount due each customer. Cocoa shall provide the following reports monthly to Colony Waste:

- A. Receivables report; and
- B. Billing register.

In addition, the City may provide additional information requested in writing by Colony Waste or its authorized representative.

In the event of partial payments of bills by customers utilizing both Cocoa water and Colony Waste sanitary sewerage, all amounts received shall be applied first to delinquent billings and then to current charges in the following order: Cocoa water and service charges, hydrant service charge, and Colony Waste sewerage and other Colony Waste charges. Cocoa does not guarantee or warrant in any respect that customers of Colony Waste will remit the payments that are due Colony Waste.

5. Billing Adjustments.

Normal billing adjustments to customer accounts shall be made by Cocoa without prior approval by Colony Waste, in accordance with the "Adjustments - Classification and Use" section set forth in **Exhibit "A."**

Authorization for new accounts, deletion of existing accounts and adjustments not involving normal billing adjustments set forth in **Exhibit "A"** shall be made by Cocoa solely upon written notification from Colony Waste or its designated representative.

6. Disconnect/Interrupt Service; Indemnification; Collection.

Cocoa hereby agrees to disconnect or interrupt water service to property subject of this Agreement for nonpayment of Colony Waste sanitary sewerage service charges and to refuse to connect or reconnect such services until said delinquency has been eliminated. The disconnection of water service solely for nonpayment of Colony Waste sanitary sewerage service charges shall be made by Cocoa without prior approval by Colony Waste.

In addition to the foregoing, Cocoa may at its discretion employ the services of a third-party collection agency for the collection of any delinquent account. Any costs incurred through the employment of such collection agency shall be borne solely by the delinquent customer, and is to be collected prior to reconnection of any utility service contemplated hereunder.

In the event any suit or cause of action is brought seeking enjoin Cocoa from discontinuing or interrupting water service, or seeking to recover damages against Cocoa as a result of Cocoa's discontinuance or interruption of water services, where said interruption occurred solely to enforce nonpayment of Colony Waste sanitary sewer service charges, Colony Waste agrees to indemnify and hold Cocoa harmless for any and all expenses incurred in defending such suit and for any damages that are assessed against Cocoa in any such suit by a court of competent jurisdiction, provided that Cocoa shall promptly notify Colony Waste of such action.

7. Term of Agreement.

The initial term of this Agreement shall be from the date of execution by both parties through _____. This Agreement shall be automatically renewed for successive one (1) year periods commencing on _____ of the applicable year and terminating on September 30 of the following year unless otherwise terminated by either party. This Agreement may be terminated for convenience by either party upon forty-five (45) days' notice of the other party, or for cause based upon a breach of any material term or condition set forth in this Agreement. However, before this Agreement is terminated for cause, the non-breaching party shall provide the other party prior written notice of said breach and at least a fourteen (14) day opportunity to cure the breach before electing to terminate this Agreement.

8. Notice.

All notices, demands, requests, instructions, approvals, and claims shall be in writing. All notice of any type hereunder shall be given by U.S. mail or by hand delivery to an individual authorized to receive mail for the below listed individuals, all to the following individuals at the following locations:

TO Cocoa: City of Cocoa
 c/o City Manager's Office
 65 Stone Street
 Cocoa, Florida 32922

TO Colony Waste: Colony Waste Services, LLC
 Attention: Joseph Foody, Manager
 161 SW 11 Ct.
 Boca Raton, Florida 33486

Notice shall be deemed to have been given and received on the date the notice is physically received if given by hand delivery or first class U.S. mail, postage prepaid, as addressed above. Notice shall be deemed to have been given and received on the date the notice is mailed, if given by certified mail, return receipt requested, postage prepaid, as addressed

above. Any party hereto by giving notice in the manner set forth herein may unilaterally change the name of the person to whom notice is to be given or the address at which notice is to be received.

9. Authority and Assignment

Each party hereto represents and warrants to the other that they have full power and authority to enter into this Agreement. Colony Waste and the undersigned representative of Colony Waste further represents and warrants that Colony Waste has an equitable or legal ownership interest in the sanitary sewage treatment system, and has the right to operate said system for the residents of Colony Park, and that Colony Waste has the right to impose the sewer charges which Cocoa will invoice the residents pursuant to this Agreement. Colony Waste and the undersigned representative of Colony Waste understand and agree that Cocoa is relying solely on the aforesaid representations and warranties as a basis for entering into this Agreement with Colony Waste. Colony Waste shall indemnify, hold harmless, and defend the City, from and against any and all claims, damages, losses, and expenses including, but not limited to, attorneys' fees, arising out of or resulting from: (i) Colony Waste's performance required under this Agreement; (ii) any inaccuracies contained in the aforesaid representations and warranties or the rates set forth in **Exhibit "B"**; and (iii) any error, omission, negligent act, failure to act, malfeasance, misfeasance, misrepresentations, conduct, or misconduct of Colony Waste and its agents, servants, officers, officials, employees, or subcontractors. This paragraph shall survive termination of this Agreement.

In the event that Colony Waste desires to transfer ownership of the private sanitary sewage treatment system, or Colony Waste no longer has the right to operate said system for the residents of Colony Waste, this Agreement may be assigned by Colony Waste to the new owner or operator of said system upon prior written consent of the City. However, before said assignment becomes effective, the new owner or operator shall be required to execute and deliver to the City a written assignment of this Agreement agreeing to be fully bound by the terms and conditions herein.

10. Insurance Requirement. During the term of this Agreement, Colony Waste shall maintain comprehensive general liability insurance in the minimum amount of \$1,000,000 as the combined single limit for each occurrence to protect Colony Waste from claims for damages which may arise from the ownership, use, operation, or maintenance of the private sewer system referenced hereunder, whether such operations be by Colony Waste or by anyone directly or indirectly employed by Colony Waste. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to Cocoa thirty (30) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the Cocoa in the event of cancellation or modification of any stipulated insurance coverage. Cocoa shall be an additional named insured on stipulated insurance policies, as its interest may appear, from time to time.

11. Miscellaneous provisions.

- A. This Agreement may only be modified, amended or altered if the terms or conditions are contained in a written document executed by each of the parties hereto with the same formality and of equal dignity herein.
- B. If any word, sentence, or paragraph or provision to this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of the Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the Parties can be accomplished.
- C. This Agreement represents the entire understanding and agreement of the parties.
- D. The effective date of this Agreement shall be the date in which the last party hereto executes this Agreement.
- E. The laws of the State of Florida shall govern the validity and interpretation of this Agreement. Venue shall be in Brevard County, Florida for any action filed in state court and in Orlando, Florida for any action filed in federal court.
- F. Both Cocoa and Colony Waste have participated in the drafting of all parts of this Agreement. As a result, it is the intent of the parties that no portion of this Agreement shall be interpreted more harshly against either of the parties as drafter.
- G. No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.
- H. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Cocoa and Colony Waste.
- I. Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars (\$200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its

agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars (\$300,000.00). This section shall survive termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

WITNESSES

Tammy Daulse
Print Name/Title: Tammy Daulse

John M. Cappeller, Jr.
Print Name/Title: John M. Cappeller, Jr.

COLONY WASTE SERVICES, LLC

By: Joseph A. Foody
Joseph A. Foody, Manager

Date: 11-28-16

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 28 day of Nov, 2016 by Joseph A. Foody, Manager of Colony Waste Services, LLC, who executed the foregoing instrument and acknowledged before me that the same was executed for the uses and purposes therein expressed and who is personally known to me or who has produced _____ as identification and who did not take an oath.

(NOTARY SEAL)



Notary Public Signature

ATTEST:

Carie Shealy, City Clerk

CITY OF COCOA, FLORIDA:

By: _____
Henry U. Parrish, III, Mayor

Date: _____

Prepared by and return to:
John M. Cappeller, Jr., Esq.
CAPPELLER LAW
350 Camino Gardens Blvd., Suite
303 Boca Raton, FL 33432

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made the 22nd day of December, 2016, by **COLONY WASTE SERVICES LLC**, a Florida limited liability company, whose address is 161 SW 11th Court, Boca Raton, FL 33486, hereinafter called the Grantor, to, **MERRITT ISLAND UTILITY COMPANY, INC.**, a Florida corporation, whose street address is 6786 Mangrove Drive, Merritt Island, FL 32923, hereinafter called the Grantee:

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof are hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in Charlotte County, Florida, more particularly described in the attached Exhibit "A" (the "Property").

TO HAVE AND TO HOLD, the sane in fee simple forever.

AND the Grantor hereby covenants with Grantee that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; that it hereby specially warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, subject to real estate taxes for 2017 and subsequent years and all matters of record, without the intention of reimposing same.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed as of the day and year first above written.

COLONY WASTE SERVICES, LLC, a Florida limited liability company

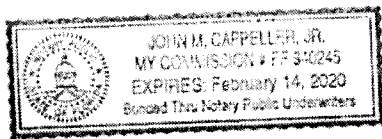
[Signature]
Witness Name: John M. Cappeller, Jr.
[Signature]
Witness Name: CHARLES HEARSTFIELD

By: [Signature]
Joseph A. Foody, Managing Member

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me this 21 day of December, 2016, by Joseph A. Foody, as Managing Member of COLONY WASTE SERVICES, LLC, a Florida limited liability company, in the capacity aforesated; such person is personally known to me or has produced _____ as identification and did not do so under oath.

[Notary Seal]



[Signature]
Notary Public
Printed Name: John M. Cappeller, Jr.
My Commission Expires: _____

Exhibit "A" to Special Warranty Deed

Legal Description

A parcel of land lying in Section 15, Township 23 South, Range 36 East, Brevard County, Florida, lying adjacent to and South of Colony Park, Section 3, according to the Plat thereof as recorded in Plat Book 20, Page 107, Public Records of Brevard County, Florida, and being more particularly described as follows:

Commence at the S.E. Corner of said Section 15 and run S. 87 degrees 45' 45" W. along the South line of said Section a distance of 958.38 feet for a Point of Beginning of this description; thence continue S. 87 degrees 45' 45" W. along said South line, 250.00 feet; thence N. 2 degrees 14' 15" W., 312.50 feet to the Southwest corner of the aforementioned Colony Park, Section 3; thence along the South line of said subdivision the following courses and distances: N 87 degrees 45' 45" E., 100.0 feet; N. 2 degrees 14' 15" W., 62.50 feet; N. 87 degrees 45' 45" E., 50.00 feet; S. 2 degrees 14' 15" E., 75.0 feet; N. 87 degrees 45' 45" E., 100.0 feet; thence leaving said South line run S. 2 degrees 14' 15" E., 300.0 feet to the Point of Beginning;

AND

A parcel of land lying in Section 15, Township 23 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 15, and run S. 87 degrees 45' 45" W., along the South line of said Section, a distance of 658.38 feet to the Southwest corner of COLONY PARK, SECTION 2, recorded in Plat Book 20, Page 18, Public Records of Brevard County, Florida, the Point of Beginning; thence continue S. 87 degrees 45' 45" W., along said South line, a distance of 300.00 feet; thence N. 02 degrees 14' 15" W., along the East line of lands described in Official Records Book 1474, Page 1008, a distance of 300.0 feet to a point on the South line of COLONY PARK, SECTION 3, recorded in Plat Book 20, Page 107; thence N 87 degrees 45' 45" E., along said South line, a distance of 300.0 feet to a point on the West line of aforesaid COLONY PARK, SECTION 2; thence S. 02 degrees 14' 15" E., along said West line, a distance of 300.0 feet to the Point of Beginning.

QUIT CLAIM BILL OF SALE

THIS AMENDED QUITCLAIM BILL OF SALE (this "Bill of Sale") is made as of the 2 day of December, 2016 by and between COLONY WASTE SERVICES LLC, a Florida limited liability company, as seller ("Seller"), and MERRITT ISLAND UTILITY COMPANY, INC., a Florida corporation, as purchaser ("Buyer").

Seller for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DOES HEREBY QUITCLAIM unto Buyer all of the Seller's right, title and interest, if any: in and to the sewer utility system both within the Property, more particularly described in Exhibit "A" attached hereto and made a part hereof, and outside the Property, more particularly described in Exhibit "B" attached hereto and made a part hereof, including all of the Seller's right, title and interest, if any, in and to the sewer utility system serving the property located at Colony Park Mobile Home Village, Merritt Island, Florida, more particularly described in Exhibit "C" attached hereto and made a part hereof, less and except those sewer system pipelines and facilities which are located within the boundaries of the real property described in Exhibit "C."

The Seller has executed and delivered this Bill of Sale to Buyer, and Buyer has received and accepted this Bill of Sale and has acquired such right, title and interest in the sewer utility system as the Seller may have, if any, AS IS, WHERE IS, AND WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL; IT BEING THE INTENTION OF THE SELLER AND BUYER, BY ITS ACCEPTANCE OF THIS BILL OF SALE, TO HEREBY EXPRESSLY REVOKE, RELEASE, NEGATE, AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES AS TO (i) THE EXISTENCE, OWNERSHIP, TITLE, POSSESSION, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY, VALUE, CONDITION, MAKE, MODEL, COMPOSITION, AUTHENTICITY, OR AMOUNT OF THE SEWER UTILITY SYSTEM; (ii) THE SUITABILITY, MERCHANTABILITY, OR FITNESS OF THE SEWER UTILITY SYSTEM FOR A PARTICULAR USE OR PURPOSE; (iii) THE NATURE OR QUALITY OF CONSTRUCTION, STRUCTURAL DESIGN, OR ENGINEERING OF THE SEWER UTILITY SYSTEM OR THE QUALITY OF THE LABOR OR MATERIALS INCLUDED THEREIN; (iv) ANY FEATURES OR CONDITIONS OF OR WHICH AFFECT THE SEWER UTILITY SYSTEM; (v) ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE SEWER UTILITY SYSTEM; AND (vi) ANY ENVIRONMENTAL, GEOLOGICAL, STRUCTURAL, OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW, OR HEREAFTER AFFECTING IN ANY MANNER THE SEWER UTILITY SYSTEM.

This is a final and exclusive expression of the agreement of the Seller and Buyer as to the interests described hereinabove, and no course of dealing or usage of trade or custom or course of performance shall be relevant to explain or supplement any term expressed in this Bill of Sale.

This Bill Of Sale is executed pursuant to that certain Commercial Contract dated as of December 7, 2016, as amended, between Seller and Buyer.

IN WITNESS WHEREOF, this Quit Claim Bill of Sale is executed by the Seller and Buyer as of this 22nd day of December, 2016. This Bill of Sale may be executed in multiple counterparts, all such executed counterparts shall constitute the same agreement, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

SELLER:

COLONY WASTE SERVICES LLC,
a Florida limited liability company

By: 
Name: Joseph A. Foody
Title: Managing Member

BUYER:

MERRITT ISLAND UTILITY COMPANY, INC.,
a Florida corporation

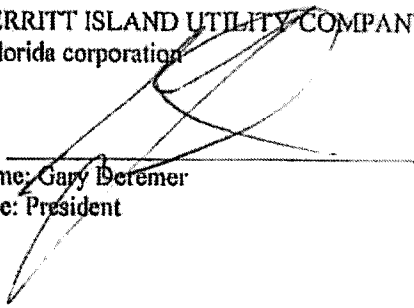
By: 
Name: Gary Deremer
Title: President

EXHIBIT "A"

A parcel of land lying in Section 15, Township 23 South, Range 36 East, Brevard County, Florida, lying adjacent to and South of Colony Park, Section 3, a subdivision according to the Plat thereof recorded in Plat Book 20, Page 107, of the Public Records of Brevard County, Florida, and being more particularly described as follows:

Commence at the Southeast Corner of said Section 15 and run South 87 degrees 45' 45" West along the South line of said Section a distance of 958.38 feet for a Point of Beginning of this description; thence continue South 87 degrees 45' 45" West along said South line, 250.00 feet; thence North 2 degrees 14' 15" West, 312.50 feet to the Southwest corner of the aforementioned Colony Park, Section 3; thence along the South line of said subdivision the following courses and distances: North 87 degrees 45' 45" East, 100.0 feet; North 2 degrees 14' 15" West, 62.50 feet; North 87 degrees 45' 45" East, 50.00 feet; South 2 degrees 14' 15" East, 75.0 feet; North 87 degrees 45' 45" East, 100.0 feet; thence leaving said South line run South 2 degrees 14' 15" East, 300.0 feet to the Point of Beginning;

AND

A parcel of land lying in Section 15, Township 23 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 15, and run South 87 degrees 45' 45" West, along the South line of said Section, a distance of 658.38 feet to the Southwest corner of Colony Park, Section 2, recorded in Plat Book 20, Page 18, of the Public Records of Brevard County, Florida, the Point of Beginning; thence continue South 87 degrees 45' 45" West, along said South line, a distance of 300.00 feet; thence North 02 degrees 14' 15" West, along the East line of lands described in Official Records Book 1474, Page 1008, a distance of 300.0 feet to a point on the South line of Colony Park, Section 3, recorded in Plat Book 20, Page 107; thence North 87 degrees 45' 45" East, along said South line, a distance of 300.0 feet to a point on the West line of aforesaid Colony Park, Section 2; thence South 02 degrees 14' 15" East, along said West line, a distance of 300.0 feet to the Point of Beginning.

Together with the Easements recorded in Official Records Book 2514, Pages 2755, 2758, and 2761, of the Public Records of Brevard County, Florida for the purposes and subject to the terms and conditions recited therein for the benefit of the lands described above.

EXHIBIT "B"

Additional Property

Any and all easements, rights-of-way, gores of land, streets, ways, alleys, passages, sewer rights, air rights, water, water stock, water rights, titles, interests, privileges, tenements, hereditaments and appurtenances whatsoever, if any, in any way belonging, relating or appertaining to any of the Property, and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Grantor of, in and to the same, if any.

All right, title, and interest of the Grantor, if any, in and to the land lying in the bed of any streets, roads, or avenues, opened, or proposed, in front of or adjoining the Property, and in and to the appurtenances thereto.

Exhibit "C"

Colony Park Mobile Home Village Property

That part of the SW 1/4 of the SW 1/4 less the South 1/4 of the SW 1/4 of the SW 1/4 of Section 14, Township 23 South, Range 36 East and being more particularly described as follows:

Begin at the SW corner of the aforesaid parcel; thence run N 00 degrees 39' 04" W, along the West line of said parcel a distance of 947.98 feet; thence run N 87 degrees 05' 16" E a distance of 710.58 feet; thence run N 00 degrees 48' 54" W a distance of 10.00 feet to the North line of said parcel; thence run N 89 degrees 11' 06" E along the North line of said parcel a distance of 569.57 feet; thence run S 02 degrees 00' 25" E a distance of 985.11 feet to a point on the South line of said parcel; thence S 89 degrees 13' 32" W along the South line of said parcel a distance of 1302.88 feet to the Point of Beginning. LESS the following described parcels: Lots 32 thru 35, Colony Park North, Unit No. 2, described in Plat Book 24, Page 74; Tax Parcel 514 (ORB 2207, Page 106); Tax Parcel 517 (ORB 1068, Page 443 except ORB 1329, Page 901); and the Right of Way of Whaley Road, Public Records of Brevard County, Florida.

Also described as Parcels 1, 2 and 3:

Parcel 1:

Commence at the Southwest corner of Section 14, Township 23 South, Range 36 East; thence N 00 degrees 39' 04" W along the West line of said Section 14, a distance of 327.99 feet; thence N 89 degrees 13' 32" E a distance of 30.00 feet to the Point of Beginning; thence N 00 degrees 39' 04" W and parallel to the said West line of Section 14 a distance of 440.00 feet; thence N 89 degrees 13' 32" E a distance of 268.89 feet; thence S 02 degrees 00' 25" E a distance of 150.02 feet; thence N 89 degrees 13' 32" E a distance of 392.50 feet; thence S 02 degrees 00' 25" E a distance of 100.02 feet; thence S 89 degrees 13' 32" W a distance of 4.35 feet; thence S 00 degrees 46' 28" E a distance of 190.00 feet; thence S 89 degrees 13' 32" W a distance of 663.38 feet to the Point of Beginning. Said parcel lying in the Southwest Quarter (SW 1/4) of said Section 14, Brevard County, Florida.

Parcel 2:

Parcel of land lying in Section 14, Township 23 South, Range 36 East, Brevard, County, Florida, being more particularly described as follows: The following described lands less the West 72 feet thereof: Commence at the Southwest corner of said Section and run N 00 degrees 39' 04" W along the West line of said Section a distance of 327.99 feet; thence N 89 degrees 13' 32" E, a distance of 30.0 feet; thence N 00 degrees 39' 04" W, parallel with said West line a distance of 440.00 feet for a Point of Beginning; thence N 89 degrees 13' 32" E, a distance of 268.89 feet; thence S 02 degrees 00' 25" E, a distance of 150.02 feet; thence N 89 degrees 13' 32" E, a distance of 392.50 feet; thence N 02 degrees 00' 25" W, a distance of 100.02 feet; thence N 00 degrees 46' 28" W, a distance of 150.0 feet; thence S 89 degrees 13' 32" W, a distance of 372.24 feet; thence S 86 degrees 54' 04" W, a distance of 50.05 feet; thence S 89 degrees 20' 56" W, a distance of 240.0 feet; thence S 00 degrees 39' 04" E, a distance of 98.51 feet to the Point of Beginning.

Parcel 3:

That part of the SW 1/4 of the SW 1/4 less the South 1/4 of the SW 1/4 of the SW 1/4 of Section 14, Township 23 South, Range 36 East and being more particularly described as follows:

Begin at the SW corner of the aforesaid parcel; thence run N 00 degrees 39' 04" W, along the West line of said parcel a distance of 947.98 feet; thence run N 87 degrees 05' 16" E a distance of 710.58 feet; thence

run N 00 degrees 48' 54" W a distance of 10.00 feet to the North line of said parcel; thence run N 89 degrees 11' 06" E along the North line of said parcel a distance of 569.57 feet; thence run S 02 degrees 00' 25" E a distance of 985.11 feet to a point on the South line of said parcel; thence S 89 degrees 13' 32" W along the South line of said parcel a distance of 1302.88 feet to the Point of Beginning. LESS the West 170 feet of the North 409.47 feet thereof, and, except that part of the aforesaid lands conveyed by Esther R. Baker by deed dated March 29, 1973 and recorded in OR Book 1329, Page 901, Public Records of Brevard County, Florida.

NO LIEN AFFIDAVIT AND GAP AFFIDAVIT

State of Florida)
) SS
County of Palm Beach)

Before me, the undersigned authority, personally appeared Joseph A. Foody (the "Affiant"), who being duly sworn according to law, deposes and says:

1. Affiant is the Managing Member of Colony Waste Services, LLC, a Florida limited liability company (the "Owner"), and has personal knowledge of all matters contained in this affidavit.

2. Owner is the owner of the real property located in Brevard County, Florida, as legally described in Exhibit A attached hereto and made a part hereof (the "Property").

3. The Property is free and clear of all liens, taxes, encumbrances and claims of any kind, nature and description whatsoever made by, through or under Owner, except as described in Old Republic National Title Insurance Company (the "Title Company") Commitment File No. 16127728, bearing an Effective Date of November 16, 2016, at 8: 00 a.m. (the "Effective Date"), except taxes for the year 2017 and thereafter, which are prorated at the time of closing.

4. There are no construction, materialmen or laborers' liens under the Florida Statutes filed against the Property; there have been no repairs, improvements or other work done or labor, materials or services bestowed upon the Property or any part thereof within ninety (90) days preceding the date of this Affidavit authorized by Owner for which all or any part of the cost of the same remains unpaid; there are no outstanding contracts, either oral or written, for the furnishing of any labor, materials or services in connection with the improvements of the Property or any part thereof entered into by Owner; and no person, firm or corporation is entitled to a lien under Chapter 713 of the Florida Statutes with respect to the Property.

5. Owner is in exclusive possession of the Property and no other person or entity has any claim of possession, options to purchase or rights to purchase any portion of the property with respect to the Property.

6. There have been no documents recorded in the Public Records of Brevard County, Florida, subsequent to the Effective Date which affect title to the Property; there are no matters pending against Owner since the Effective Date that could give rise to a lien that would attach to the Property; and Owner has not executed and will not execute any instrument or agreement that would adversely affect the title to the Property.

7. That there are no matters pending against Owner that could give rise to a lien that would attach to the property between the date of the title commitment and the recording of the title.

8. That there are no actions or proceedings now pending in any State or Federal Court to which the Owner is now a party including, but not limited to, proceedings in bankruptcy, receivership or insolvency, nor are there any judgments or liens of any nature which constitute or could constitute a charge lien, or adversely affect said property. Subsequent and prior to the date of closing, Owner hereby agrees and represents that it has not and will not execute any instrument or do any act whatsoever that would in any way or may affect the title to the property, including but not limited to the mortgaging or conveying the property or any interest therein, or causing any liens to be recorded against the property or Owner which would be a lien against the subject property.

9. That there are no violations of County or municipal ordinances pertaining to the property to the best of Owner's knowledge.

10. That, in the event the current real estate and personal property taxes vary from the figures used in making prorations in connection with the closing had this day, a proper adjustment and new proration will be made upon demand by either party to the transaction.

11. This affidavit is made as an inducement to and as a part of the consideration for issuance of Title Company's owner's insurance policy insuring Merritt Island Utility Company, Inc., a Florida corporation to purchase the above-described property (the "Policy"), which Policy eliminates certain rights of parties in possession and construction and mechanics' liens as exceptions to title; and this affidavit is made with the full knowledge that Title Company is relying upon the truth of the statements made herein to issue the Policy. The undersigned is fully advised of the legal effect and obligations imposed upon Affiant by the execution of this instrument under oath.

12. Affiant hereby agrees to indemnify and hold John M. Cappeller, Jr., P.A. and Title Company harmless of and from any and all loss, cost, damage and expense of every kind, including attorneys' and paralegals' fees, which John M. Cappeller, Jr., P.A. and Title Company shall or may suffer or become liable for under the Policy or upon the Property, on account of reliance on the statements made herein. This Affidavit constitutes the representation and warranty of Affiant to John M. Cappeller, Jr., P.A. and Title Company that the foregoing statements are true and correct.

FURTHER AFFIANT SAYETH NAUGHT.

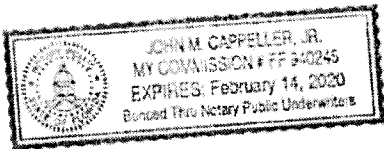


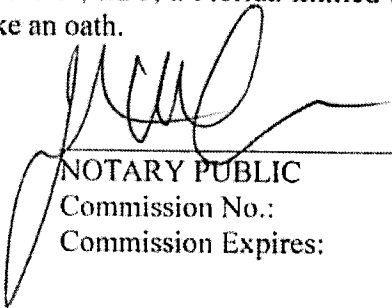
Joseph A. Foody, as Managing Member

State of Florida
County of Palm Beach

Sworn to and subscribed before me this 21 day of December, 2016, by Joseph A. Foody, as Managing Member of Colony Waste Services, LLC, a Florida limited liability company, who is personally known to me and who did take an oath.

(Notary Seal)





NOTARY PUBLIC
Commission No.:
Commission Expires:

Exhibit A
Legal Description

A parcel of land lying in Section 15, Township 23 South, Range 36 East, Brevard County, Florida, lying adjacent to and South of Colony Park, Section 3, according to the Plat thereof as recorded in Plat Book 20, Page 107, Public Records of Brevard County, Florida, and being more particularly described as follows:

Commence at the S.E. Corner of said Section 15 and run S. 87 degrees 45' 45" W. along the South line of said Section a distance of 958.38 feet for a Point of Beginning of this description; thence continue S. 87 degrees 45' 45" W. along said South line, 250.00 feet; thence N. 2 degrees 14' 15" W., 312.50 feet to the Southwest corner of the aforementioned Colony Park, Section 3; thence along the South line of said subdivision the following courses and distances: N 87 degrees 45' 45" E., 100.0 feet; N. 2 degrees 14' 15" W., 62.50 feet; N. 87 degrees 45' 45" E., 50.00 feet; S. 2 degrees 14' 15" E., 75.0 feet; N. 87 degrees 45' 45" E., 100.0 feet; thence leaving said South line run S. 2 degrees 14' 15" E., 300.0 feet to the Point of Beginning;

AND

A parcel of land lying in Section 15, Township 23 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 15, and run S. 87 degrees 45' 45" W., along the South line of said Section, a distance of 658.38 feet to the Southwest corner of COLONY PARK, SECTION 2, recorded in Plat Book 20, Page 18, Public Records of Brevard County, Florida, the Point of Beginning; thence continue S. 87 degrees 45' 45" W., along said South line, a distance of 300.00 feet; thence N. 02 degrees 14' 15" W., along the East line of lands described in Official Records Book 1474, Page 1008, a distance of 300.0 feet to a point on the South line of COLONY PARK, SECTION 3, recorded in Plat Book 20, Page 107; thence N 87 degrees 45' 45" E., along said South line, a distance of 300.0 feet to a point on the West line of aforesaid COLONY PARK, SECTION 2; thence S. 02 degrees 14' 15" E., along said West line, a distance of 300.0 feet to the Point of Beginning.

Together with the Easements recorded in Official Records Book 2514, pages 2755, 2758, and 2761, Public Records of Brevard County, Florida for the purposes and subject to the terms and conditions recited therein for the benefit of the lands described above.

LIMITED LIABILITY COMPANY AFFIDAVIT

State of Florida)

County of Palm Beach)

Before, me, the undersigned authority, personally appeared Joseph A. Foody ("Affiant") who being by me first duly sworn, on oath deposes and says that:

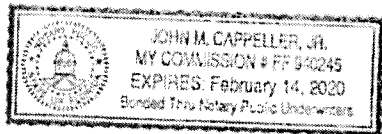
- 1. Affiant is the Managing Member of Colony Waste Services, LLC, a Florida limited liability company (the "LLC").
- 2. The LLC is currently in existence under valid articles of organization and regulations and has not been terminated or dissolved.
- 3. The LLC is the owner of the property described on Exhibit "A" attached hereto and made a part hereof by reference (the "Property").
- 4. The LLC is not in bankruptcy and, if the LLC is a single member entity, the single member is not in bankruptcy.
- 5. Affiant is authorized by the articles of organization or operating agreement to execute any instruments affecting the Property on behalf of the LLC.
- 6. Under penalties of perjury, Affiant declares that Affiant has read the foregoing.

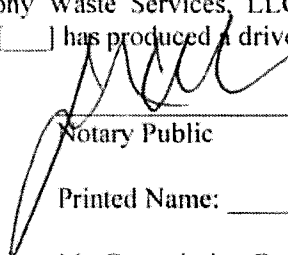


 Joseph A. Foody, Managing Member of Colony Waste Services, LLC

The foregoing instrument was acknowledged before me this 21 day of December, 2016 by Joseph A. Foody, as Managing Member of Colony Waste Services, LLC, a Florida limited liability company, who is personally known to me or has produced a driver's license as identification.

[Notary Seal]





 Notary Public
 Printed Name: _____
 My Commission Expires: _____

Exhibit A

A parcel of land lying in Section 15, Township 23 South, Range 36 East, Brevard County, Florida, lying adjacent to and South of Colony Park, Section 3, according to the Plat thereof as recorded in Plat Book 20, Page 107, Public Records of Brevard County, Florida, and being more particularly described as follows:

Commence at the S.E. Corner of said Section 15 and run S. 87 degrees 45' 45" W. along the South line of said Section a distance of 958.38 feet for a Point of Beginning of this description; thence continue S. 87 degrees 45' 45" W. along said South line, 250.00 feet; thence N. 2 degrees 14' 15" W., 312.50 feet to the Southwest corner of the aforementioned Colony Park, Section 3; thence along the South line of said subdivision the following courses and distances: N 87 degrees 45' 45" E., 100.0 feet; N. 2 degrees 14' 15" W., 62.50 feet; N. 87 degrees 45' 45" E., 50.00 feet; S. 2 degrees 14' 15" E., 75.0 feet; N. 87 degrees 45' 45" E., 100.0 feet; thence leaving said South line run S. 2 degrees 14' 15" E., 300.0 feet to the Point of Beginning;

AND

A parcel of land lying in Section 15, Township 23 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 15, and run S. 87 degrees 45' 45" W., along the South line of said Section, a distance of 658.38 feet to the Southwest corner of COLONY PARK, SECTION 2, recorded in Plat Book 20, Page 18, Public Records of Brevard County, Florida, the Point of Beginning; thence continue S. 87 degrees 45' 45" W., along said South line, a distance of 300.00 feet; thence N. 02 degrees 14' 15" W., along the East line of lands described in Official Records Book 1474, Page 1008, a distance of 300.0 feet to a point on the South line of COLONY PARK, SECTION 3, recorded in Plat Book 20, Page 107; thence N 87 degrees 45' 45" E., along said South line, a distance of 300.0 feet to a point on the West line of aforesaid COLONY PARK, SECTION 2; thence S. 02 degrees 14' 15" E., along said West line, a distance of 300.0 feet to the Point of Beginning.

Together with the Easements recorded in Official Records Book 2514, Pages 2755, 2758, and 2761, of the Public Records of Brevard County, Florida for the purposes and subject to the terms and conditions recited therein for the benefit of the lands described above.

EXHIBIT C
Rule 25-30.037 (2)(I)

(1) A detailed financial statement (balance sheet and income statement), audited if available, of the financial condition of the applicant, that shows all assets and liabilities of every kind and character. The financial statements shall be for the preceding calendar or fiscal year. The financial statement shall be prepared in accordance with Rule 25-30.115, F.A.C. If available, a statement of the sources and uses of funds shall also be provided; and,

2. A list of all entities, including affiliates, upon which the buyer is relying to provide funding to the utility and an explanation of the manner and amount of such funding. The list need not include any person or entity holding less than 5 percent ownership interest in the utility. The applicant shall provide copies of any financial agreements between the listed entities and the utility and proof of the listed entities' ability to provide funding, such as financial statements;

The systems were purchased with Shareholder's cash. The utility, Merritt Island Utility Company, Inc. was incorporated in the State of Florida on November 28, 2016, as such there are no financial statements of the utility. There are no other "entities" upon which the applicant is relying to provide funding to the buyer. The financial statements would be the individual shareholder's personal financial information. The financial statements for owners greater than 10% ownership interest will be supplied under separate cover letter requesting confidential treatment of such information.

EXHIBIT D
Rule 25-30.037 (2)(m)

To demonstrate the technical ability of the buyer to provide service, the buyer shall provide:

- 1. An explanation of the buyer's experience in the water or wastewater industry; and,**
- 2. The buyer's plans for ensuring continued operation of the utility, such as retaining the existing plant operator(s) and office personnel, or contracting with outside entities;**

The directors have been in the water and wastewater utility management, operations and maintenance related industry for numerous years bringing a level of Florida specific expertise that is not typical to private utility ownership within the State.

Gary Deremer – President: Over 30 years of Florida related water and wastewater industry experience; previous private utility ownership has included:

Holiday Utility System – Holiday, FL
Virginia City Utility System – New Port Richey, FL
Dixie Groves Utility System – Holiday, FL
Colonial Manor Utility System – Holiday, FL
Pasco Utilities, Inc. – Zephyrhills, FL

Cecil Delcher – Vice President: Over 38 years of Florida related Operations, Construction, Capital Project Management; previous private utility ownership included:

Pasco Utilities, Inc. – Zephyrhills, FL
Colonial Manor Utility System – Holiday, FL
D&D Wellfield Property

Pine Harbour Waterworks, Inc. has secured the services of U.S. Water Services Corporation to provide contract operating services and billing and collection services. Through U.S. Water Services Corporation, both Mr. Deremer and Mr. Delcher have controlled service delivery to more than 850+ facilities within the State of Florida during their careers, including billing/collection and customer service, providing water service to more than 1,000,000 customers daily.

Currently, the shareholders of Merritt Island Utility Company, Inc. are also shareholders in the following utilities:

<u>Utility</u>	<u>Certificate No.</u>
Harbor Utility Company	522-W
Lakeside Utility Company	567-W & 494-S
LP Utility Company	620-W & 533-S
HC Utility Company	422-W & 359-S
Brevard Utility Company	002-W
Sunny Hills Utility Company	501-W & 435-S
Lake Osborne Utility Company	053-W
Jumper Creek Utility Company	667-W & 507-S
The Woods Utility Company	507-W & 441-S
Country Walk Utilities, Inc.	579-W
Raintree Waterworks, Inc.	539-W
Brendenwood Waterworks, Inc.	339-W
Lake Idlewild Utility Company	531-W
Black Bear Waterworks, Inc.	654-W

In each of these orders approving the above transfers, the Commission specifically found that the transfers were in the public interest and also determined that the buyers had demonstrated the technical and financial ability to provide service to the existing service territory.

In addition, the shareholders currently have a application for transfer of certificate pending before the Commission in Docket No. 160058-SU, North Charlotte Waterworks, Inc. and Docket No. 160169-WU, Pine Harbour Waterworks, Inc.

Thus, based on the above this transfer is in the public interest; the buyer has both the technical and financial ability to provide service.

The buyer will fulfill the commitments, obligations and representations of the seller with regard to utility matters.

EXHIBIT E
Rule 25-30.037(2)(n)

A legal description of the proposed service area in the format prescribed in Rule 25-30.029, F.A.C.;

Legal Description for the Water System in Brevard County

WASTEWATER LEGAL DESCRIPTION

In Township 23 South, Range 36 East, Brevard County, Florida

Section 15

Commence at the Southeast corner of said Section 15 for a Point of Beginning. Thence run North 0°39'04" West along the East line of said Section 15, 1236.97 feet; thence North 89°35'04" West, 477.46 feet; thence South 00°38'31" West, 25.00 feet; thence South 68°21'32" West, 84.30 feet; thence South 76°38'12" West, 83.63 feet; thence South 89°20'56" West, 234.00 feet; thence South 00°39'04" East, 150.00 feet; thence North 89°20'56" East, 5.00 feet; thence South 00°39'04" West, 489.79 feet; thence South 87°45'45" West, 358.30 feet; thence South 2°14'15" East, 150 feet to a point on the South boundary of St. Charles Avenue; thence Westerly 30 feet, more or less; thence South 2°14'15" East, 400 feet, more or less, to a point on the South boundary of said Section 15, thence North 87°45'45" East along the South boundary of said Section 15, 1250 feet, more or less, to the Point of Beginning.

Section 14

Commence at the Southwest corner of said Section 14; thence run North 0°39'04" West along the West boundary of Section 14, 320 feet, more or less, to the Point of Beginning which is also the Southwest corner of the aforesaid parcel; thence North 0°39'04" West along the West line of said parcel, a distance of 947.98 feet; thence North 87°05'16" East, a distance of 710.58 feet; thence North 0°48'54" West, a distance of 10 feet to the North line of said parcel; thence North 89°11'06" East along the North line of said parcel, a distance of 569.57 feet; thence South 2°00'25" East, a distance of 985.11 feet to a point on the South line of said parcel; thence South 89°13'32" West along the South line of said parcel, a distance of 1302.88 feet to the Point of Beginning.

EXHIBIT F
Rule 25-30.037(2)(k)

Provide a statement explaining why the transfer is in the public interest.

The owner of Colony Waste Services, LLC has no utility experience.

The owner/director has been in the water and wastewater utility management, operations and maintenance related industry for numerous years bringing a level of Florida specific expertise that is not typical to private utility ownership within the State.

Gary Deremer – President: Over 30 years of Florida related water and wastewater industry experience; previous private utility ownership has included:

- Holiday Utility System – Holiday, FL
- Virginia City Utility System – New Port Richey, FL
- Dixie Groves Utility System – Holiday, FL
- Colonial Manor Utility System – Holiday, FL
- Pasco Utilities, Inc. – Zephyrhills, FL

Merritt Island Utility Company, Inc. has secured the services of U.S. Water Services Corporation to provide contract operating services and billing and collection services. Through U.S. Water Services Corporation, Mr. Deremer has controlled service delivery to more than 850+ facilities within the State of Florida during their careers, including billing/collection and customer service, providing water service to more than 1,000,000 customers daily.

Currently, the owner/shareholder of Merritt Island Utility Company, Inc. is also majority shareholders in the following utilities:

<u>Utility</u>	<u>Certificate No.</u>
Harbor Utility Company	522-W
Lakeside Utility Company	567-W & 494-S
LP Utility Company	620-W & 533-S
HC Utility Company	422-W & 359-S
Brevard Utility Company	002-W
Sunny Hills Utility Company	501-W & 435-S
Lake Osborne Utility Company	053-W
Jumper Creek Utility Company	667-W & 507-S
The Woods Utility Company	507-W & 441-S
Country Walk Utilities, Inc.	579-W
Raintree Waterworks, Inc.	539-W

Brendenwood Waterworks, Inc.	339-W
Lake Idlewild Utility Company	531-W
Black Bear Waterworks, Inc.	654-W

In each of these orders approving the above transfers, the Commission specifically found that the transfers were in the public interest and also determined that the buyers had demonstrated the technical and financial ability to provide service to the existing service territory.

In addition, the shareholder currently have a application for transfer of certificate pending before the Commission in Docket No. 160058-SU, North Charlotte Waterworks, Inc. and Docket No. 160169-WU, Pine Harbour Waterworks, Inc.

Merritt Island Utility Company, Inc. is a Florida corporation authorized to do business in Florida as of November 28, 2016. Merritt Island Utility Company, Inc. has both the technical and financial wherewithal to continue quality water and wastewater service to its customers. The purchasing utility has both the technical and financial ability to make necessary repair and improvements to the water and wastewater systems and ensure the financial viability on an ongoing basis.

In addition, the previous owner Colony Waste Services, LLC has no utility experience. Thus, based on the above this transfer is in the public interest; the buyer has both the technical and financial ability to continue to provide quality water and wastewater service to its customers..

EXHIBIT G

Rule 25-30.037(2)(k)

A statement from the buyer that after reasonable investigation, the system being acquired appears to be in satisfactory condition and in compliance with all applicable standards set by the Department of Environmental Protection (DEP) or, if the system is in need of repair or improvement, has any outstanding Notice of Violation of any standard set by the DEP or any outstanding consent orders with the DEP, the buyer shall provide a description of the repairs or improvements that have been identified, the governmental authority that required the repairs or improvements, if applicable, the approximate cost to complete the repairs or improvements, and any agreements between the seller and buyer regarding who will be responsible for any identified repairs or improvements.

Minor out of compliance in most recent DEP inspection. Merritt Island Utility Company is planning to address the minor deficiencies and repair and/or replace the diffusers and hand rails in the near future.

lony Park

ea	Description	Cost - CIP	Cost - R&R	
adworks	Static Screen and Splitter Box	\$3,500		
ocess	Replace Air Piping and Diffusers		\$15,000	
	New Blower	\$10,000		
OC and Effluent Pumping	New Flow Meter		\$3,500	
ilding/Grounds/General	Hand Rail Replacement	\$3,500		
fluent Disposal	Scrap 3 ponds (9800 sqft)		\$50,000	
ft Stations #1	New Pump discharge pipe		\$10,000	
	New Vault piping		\$ 12,000	
	Repair Pump # 2		\$ 1,500	
ft Station # 2	Add pump rails	\$ 8,000		
	Reline Wet well	\$35,000		
	Replace Pump #2	\$ 7,500		
		Cost - CIP	Cost - R&R	
		\$64,000	\$77,000	TOTAL \$141,000

EXHIBIT H
Rule 25-30.037(2)(s)

Documentation of the utility's right to access and continued use of the land upon which the utility treatment facilities are located. Documentation of continued use shall be in the form of a recorded warranty deed, recorded quit claim deed accompanied by title insurance, recorded lease such as a 99-year lease, or recorded easement. The applicant may submit an unrecorded copy of the instrument granting the utility's right to access and continued use of the land upon which the utility treatment facilities are or will be located, provided that the applicant files a recorded copy within the time required in the order granting the transfer.

See attached Special Warranty Deed.

Prepared by and return to:
John M. Cappeller, Jr., Esq.
CAPPELLER LAW
350 Camino Gardens Blvd., Suite
303 Boca Raton, FL 33432

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made the 22nd day of December, 2016, by **COLONY WASTE SERVICES LLC**, a Florida limited liability company, whose address is 161 SW 11th Court, Boca Raton, FL 33486, hereinafter called the Grantor, to, **MERRITT ISLAND UTILITY COMPANY, INC.**, a Florida corporation, whose street address is 6786 Mangrove Drive, Merritt Island, FL 32923, hereinafter called the Grantee:

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof are hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in Brevard County, Florida, more particularly described in the attached Exhibit "A" (the "Property").

TO HAVE AND TO HOLD, the sane in fee simple forever.

AND the Grantor hereby covenants with Grantee that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; that it hereby specially warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, subject to real estate taxes for 2017 and subsequent years and all matters of record, without the intention of reimposing same.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed as of the day and year first above written.

COLONY WASTE SERVICES, LLC, a Florida limited liability company

[Signature]
Witness Name: John M. Cappeller, Jr.

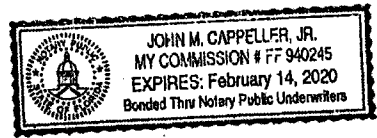
By: [Signature]
Joseph A. Foody, Managing Member

Witness Name: CHARLES HEARD FIELD

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me this 21 day of December, 2016, by Joseph A. Foody, as Managing Member of COLONY WASTE SERVICES, LLC, a Florida limited liability company, in the capacity aforestated; such person is personally known to me or has produced _____ as identification and did not do so under oath.

[Notary Seal]



[Signature]
Notary Public
Printed Name: John M. Cappeller, Jr.
My Commission Expires: _____

Exhibit "A" to Special Warranty Deed**Legal Description**

A parcel of land lying in Section 15, Township 23 South, Range 36 East, Brevard County, Florida, lying adjacent to and South of Colony Park, Section 3, according to the Plat thereof as recorded in Plat Book 20, Page 107, Public Records of Brevard County, Florida, and being more particularly described as follows:

Commence at the S.E. Corner of said Section 15 and run S. 87 degrees 45' 45" W. along the South line of said Section a distance of 958.38 feet for a Point of Beginning of this description; thence continue S. 87 degrees 45' 45" W. along said South line, 250.00 feet; thence N. 2 degrees 14' 15" W., 312.50 feet to the Southwest corner of the aforementioned Colony Park, Section 3; thence along the South line of said subdivision the following courses and distances: N 87 degrees 45' 45" E., 100.0 feet; N. 2 degrees 14' 15" W., 62.50 feet; N. 87 degrees 45' 45" E., 50.00 feet; S. 2 degrees 14' 15" E., 75.0 feet; N. 87 degrees 45' 45" E., 100.0 feet; thence leaving said South line run S. 2 degrees 14' 15" E., 300.0 feet to the Point of Beginning;

AND

A parcel of land lying in Section 15, Township 23 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 15, and run S. 87 degrees 45' 45" W., along the South line of said Section, a distance of 658.38 feet to the Southwest corner of COLONY PARK, SECTION 2, recorded in Plat Book 20, Page 18, Public Records of Brevard County, Florida, the Point of Beginning; thence continue S. 87 degrees 45' 45" W., along said South line, a distance of 300.00 feet; thence N. 02 degrees 14' 15" W., along the East line of lands described in Official Records Book 1474, Page 1008, a distance of 300.0 feet to a point on the South line of COLONY PARK, SECTION 3, recorded in Plat Book 20, Page 107; thence N 87 degrees 45' 45" E., along said South line, a distance of 300.0 feet to a point on the West line of aforesaid COLONY PARK, SECTION 2; thence S. 02 degrees 14' 15" E., along said West line, a distance of 300.0 feet to the Point of Beginning.

EXHIBIT I
Rule 25-30.037(2)(s)

A copy of the utility's current permits from the DEP and the water management district.

See Attached DEP permit.



Florida Department of Environmental Protection

Central District
3319 Maguire Boulevard, Suite 232
Orlando, Florida 32803-3767

Rick Scott
Governor

Jennifer Carroll
Lt. Governor

Herschel T. Vinyard Jr.
Secretary

NOTICE OF PERMIT ISSUANCE

CERTIFIED MAIL

91 7108 2133 3939 1967 7771

COLONY PARK UTILITIES
6786 MANGROVE DRIVE
MERRITT ISLAND FL 32953

ATTENTION JEROME S. STEWART
RECEIVERSHIP OWNER

Brevard County - DW
Colony Park Utilities WWTF

Enclosed is Permit Number FLA010377-003 to operate a domestic wastewater facility issued under Section(s) 403.087 and 403.0885 of the Florida Statutes.

The Department's proposed agency action shall become final unless a timely petition for an administrative hearing is filed under sections 120.569 and 120.57 of the Florida Statutes before the deadline for filing a petition. The procedures for petitioning for a hearing are set forth below.

A person whose substantial interests are affected by the Department's proposed permitting decision may petition for an administrative proceeding (hearing) under sections 120.569 and 120.57 of the Florida Statutes. The petition must contain the information set forth below and must be filed (received by the clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000.

Petitions by the applicant or any of the parties listed below must be filed within fourteen days of receipt of this written notice. Petitions filed by any persons other than those entitled to written notice under section 120.60(3) of the Florida Statutes must be filed within fourteen days of publication of the notice or within fourteen days of receipt of the written notice, whichever occurs first.

Under section 120.60(3) of the Florida Statutes, however, any person who has asked the Department for notice of agency action may file a petition within fourteen days of receipt of such notice, regardless of the date of publication.

The petitioner shall mail a copy of the petition to the applicant at the address indicated above at the time of filing. The failure of any person to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under sections 120.569 and 120.57 of the Florida Statutes. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with rule 28-106.205 of the Florida Administrative Code.

A petition that disputes the material facts on which the Department's action is based must contain the following information:

- (a) The name, address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any; the Department permit identification number and the county in which the subject matter or activity is located;
- (b) A statement of how and when each petitioner received notice of the Department action;
- (c) A statement of how each petitioner's substantial interests are affected by the Department action;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A statement of facts that the petitioner contends warrant reversal or modification of the Department action;
- (f) A concise statement of the ultimate facts alleged, as well as the rules and statutes which entitle the petitioner to relief; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wants the Department to take.

A petition that does not dispute the material facts on which the Department's action is based shall state that no such facts are in dispute and otherwise shall contain the same information as set forth above, as required by rule 28-106.301.

Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the Department's final action may be different from the position taken by it in this notice. Persons whose substantial interests will be affected by any such final decision of the Department have the right to petition to become a party to the proceeding, in accordance with the requirements set forth above.

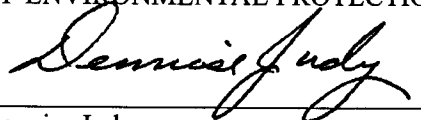
Mediation under section 120.573 of the Florida Statutes is not available for this proceeding.

This action is final and effective on the date filed with the Clerk of the Department unless a petition is filed in accordance with the above. Upon the timely filing of a petition this order will not be effective until further order of the Department.

Any party to the order has the right to seek judicial review of the order under section 120.68 of the Florida Statutes, by the filing of a notice of appeal under rule 9.110 of the Florida Rules of Appellate Procedure with the Clerk of the Department in the Office of General Counsel, Mail Station 35, 3900 Commonwealth Boulevard, Tallahassee, Florida, 32399-3000; and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within 30 days from the date when the final order is filed with the Clerk of the Department.

Executed in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION



Dennise Judy
Program Manager
Domestic Waste
3319 Maguire Boulevard, Suite 232
Orlando, FL 32803-3767
Phone: (407) 897-4100

Date: February 22, 2012

Filed, on this date, pursuant to Section 120.52, F.S., with the designated Department Clerk, receipt of which is hereby acknowledged.



February 23, 2012

Clerk

Date

DJ/scc/cs/ply

Enclosures: Permit and DMR


Copies furnished to:

Compliance Section (via email)

Groundwater Section (via email)

Blain Nelson, P.E. (via email: b.nelson@nelsonengrco.com)

CERTIFICATE OF SERVICE

This is to certify that this NOTICE OF PERMIT ISSUANCE and all copies were mailed before close of business on February 23, 2012 to the listed persons, by .



Florida Department of Environmental Protection

Central District
3319 Maguire Boulevard, Suite 232
Orlando, Florida 32803-3767

Rick Scott
Governor

Jennifer Carroll
Lt. Governor

Herschel T. Vinyard Jr.
Secretary

STATE OF FLORIDA DOMESTIC WASTEWATER FACILITY PERMIT

PERMITTEE:
Colony Park Utilities

RESPONSIBLE OFFICIAL:
Jerome S. Stewart
6786 Mangrove Drive
Merritt Island, FL 32953
(407) 440-2837

PERMIT NUMBER: FLA010377-003
FILE NUMBER: FLA010377-003-DW3P
ISSUANCE DATE: February 23, 2012
EXPIRATION DATE: February 21, 2017

FACILITY:

Colony Park Utilities WWTF
6710 Orleans Court
Merritt Island, FL 32953
Brevard County
Latitude: 28°28' 43.191" N Longitude: 80°42' 44.3129" W

This permit is issued under the provisions of Chapter 403, Florida Statutes (F.S.), and applicable rules of the Florida Administrative Code (F.A.C.). This permit does not constitute authorization to discharge wastewater other than as expressly stated in this permit. The above named permittee is hereby authorized to operate the facilities in accordance with the documents attached hereto and specifically described as follows:

WASTEWATER TREATMENT:

An existing 0.070 million gallon per day (MGD) annual average daily flow (AADF) permitted capacity extended aeration domestic wastewater treatment plant consisting of aeration, secondary clarification, chlorination, and aerobic digestion of biosolids.

REUSE OR DISPOSAL:

Land Application R-001: An existing 0.070 MGD AADF permitted capacity rapid infiltration basin system. R-001 is a reuse system which consists of three (3) rapid infiltration basins (RIBs) with a total wetted area of approximately 9,800 square feet having a capacity of 0.070 MGD located approximately at latitude 28°28' 43" N, longitude 80°42' 43" W.

IN ACCORDANCE WITH: The limitations, monitoring requirements, and other conditions set forth in this cover sheet and Part I through Part IX on pages 1 through 15 of this permit.

PERMITTEE: Colony Park Utilities
 FACILITY: Colony Park Utilities WWTF

PERMIT NUMBER: FLA010377-003
 EXPIRATION DATE: February 21, 2017

I. RECLAIMED WATER AND EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

A. Reuse and Land Application Systems

1. During the period beginning on the issuance date and lasting through the expiration date of this permit, the permittee is authorized to direct reclaimed water to Reuse System R-001. Such reclaimed water shall be limited and monitored by the permittee as specified below and reported in accordance with Permit Condition I.B.7.:

Parameter	Units	Reclaimed Water Limitations			Monitoring Requirements			Notes
		Max/Min	Limit	Statistical Basis	Frequency of Monitoring	Sample Type	Monitoring Site Number	
Flow (To RIBs)	MGD	Max Max	0.070 Report	Annual Average Monthly Average	5 Days/Week	Meter	FLW-1	See I.A.3
BOD, Carbonaceous 5 day, 20C	mg/L	Max Max Max Max	20.0 30.0 45.0 60.0	Annual Average Monthly Average Weekly Average Single Sample	Monthly	Grab	EFA-1	
Solids, Total Suspended	mg/L	Max Max Max Max	20.0 30.0 45.0 60.0	Annual Average Monthly Average Weekly Average Single Sample	Monthly	Grab	EFA-1	
Coliform, Fecal	#/100mL	Max Max Max	200 200 800	Annual Average Monthly Geometric Mean Single Sample	Monthly	Grab	EFA-1	See I.A.4
pH	s.u.	Min Max	6.0 8.5	Single Sample Single Sample	5 Days/Week	Grab	EFA-1	
Chlorine, Total Residual (For Disinfection)	mg/L	Min	0.5	Single Sample	5 Days/Week	Grab	EFA-1	See I.A.5
Nitrogen, Nitrate, Total (as N)	mg/L	Max	12.0	Single Sample	Annually	Grab	EFA-1	See I.A.6

PERMITTEE: Colony Park Utilities
FACILITY: Colony Park Utilities WWTF

PERMIT NUMBER: FLA010377-003
EXPIRATION DATE: February 21, 2017

2. Reclaimed water samples shall be taken at the monitoring site locations listed in Permit Condition I.A.1. and as described below:

Monitoring Site Number	Description of Monitoring Site
FLW-1	Flow meter at discharge of chlorine contact tank.
EFA-1	Chlorine contact tank effluent.

3. A meter shall be utilized to measure flow and calibrated at least once every 12 months. [62-601.200(17) and .500(6)]
4. The effluent limitation for the monthly geometric mean for fecal coliform is only applicable if 10 or more values are reported. If fewer than 10 values are reported, the monthly geometric mean shall be calculated and reported on the Discharge Monitoring Report. [62-600.440(4)(c)]
5. Total residual chlorine must be maintained for a minimum contact time of 15 minutes based on peak hourly flow. [62-610.510, 62-600.440(4)(b) and (5)(b)]
6. Nitrate nitrogen (NO₃) concentration in the water discharged to the land application system shall not exceed 12.0 mg/L, or as required to comply with Rule 62-610.510, F.A.C. If the facility exceeds this limit, the Department may require future groundwater monitoring or modification to the treatment facility to remove nitrogen. [62-610.510]

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B. Other Limitations and Monitoring and Reporting Requirements

1. During the period beginning on the issuance date and lasting through the expiration date of this permit, the treatment facility shall be limited and monitored by the permittee as specified below and reported in accordance with Permit Condition I.B.7.:

Parameter	Units	Max/Min	Limitations		Monitoring Requirements			Notes
			Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number	
Flow (Total flow through plant)	MGD	Max Max Max	0.070 Report Report	Annual Average Monthly Average Quarterly Average	5 Days/Week	Meter	FLW-1	See I.B.4
Percent Capacity, (TMADF/Permitted Capacity) x 100	percent	Max	Report	Monthly Average	Monthly	Calculated	CAL-1	
BOD, Carbonaceous 5 day, 20C (Influent)	mg/L	Max	Report	Single Sample	Annually	Grab	INF-1	See I.B.3
Solids, Total Suspended (Influent)	mg/L	Max	Report	Single Sample	Annually	Grab	INF-1	See I.B.3

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2. Samples shall be taken at the monitoring site locations listed in Permit Condition I.B.1. and as described below:

Monitoring Site Number	Description of Monitoring Site
FLW-1	Flow meter at discharge of chlorine contact tank.
CAL-1	Calculate using FLW-1.
INF-1	Raw influent to first aeration tank.

3. Influent samples shall be collected so that they do not contain digester supernatant or return activated sludge, or any other plant process recycled waters. *[62-601.500(4)]*
4. A meter shall be utilized to measure flow and calibrated at least once every 12 months.
5. The sample collection, analytical test methods and method detection limits (MDLs) applicable to this permit shall be conducted using a sufficiently sensitive method to ensure compliance with applicable water quality standards and effluent limitations and shall be in accordance with Rule 62-4.246, Chapters 62-160 and 62-601, F.A.C., and 40 CFR 136, as appropriate. The list of Department established analytical methods, and corresponding MDLs (method detection limits) and PQLs (practical quantitation limits), which is titled "FAC 62-4 MDL/PQL Table (April 26, 2006)" is available at <http://www.dep.state.fl.us/labs/library/index.htm>. The MDLs and PQLs as described in this list shall constitute the minimum acceptable MDL/PQL values and the Department shall not accept results for which the laboratory's MDLs or PQLs are greater than those described above unless alternate MDLs and/or PQLs have been specifically approved by the Department for this permit. Any method included in the list may be used for reporting as long as it meets the following requirements:
- The laboratory's reported MDL and PQL values for the particular method must be equal or less than the corresponding method values specified in the Department's approved MDL and PQL list;
 - The laboratory reported MDL for the specific parameter is less than or equal to the permit limit or the applicable water quality criteria, if any, stated in Chapter 62-302, F.A.C. Parameters that are listed as "report only" in the permit shall use methods that provide an MDL, which is equal to or less than the applicable water quality criteria stated in 62-302, F.A.C.; and
 - If the MDLs for all methods available in the approved list are above the stated permit limit or applicable water quality criteria for that parameter, then the method with the lowest stated MDL shall be used.

When the analytical results are below method detection or practical quantitation limits, the permittee shall report the actual laboratory MDL and/or PQL values for the analyses that were performed following the instructions on the applicable discharge monitoring report.

Where necessary, the permittee may request approval of alternate methods or for alternative MDLs or PQLs for any approved analytical method. Approval of alternate laboratory MDLs or PQLs are not necessary if the laboratory reported MDLs and PQLs are less than or equal to the permit limit or the applicable water quality criteria, if any, stated in Chapter 62-302, F.A.C. Approval of an analytical method not included in the above-referenced list is not necessary if the analytical method is approved in accordance with 40 CFR 136 or deemed acceptable by the Department. *[62-4.246, 62-160]*

6. The permittee shall provide safe access points for obtaining representative influent, reclaimed water, and effluent samples which are required by this permit. *[62-601.500(5)]*
7. Monitoring requirements under this permit are effective on the first day of the second month following permit issuance. Until such time, the permittee shall continue to monitor and report in accordance with previously effective permit requirements, if any. During the period of operation authorized by this permit, the permittee shall complete and submit to the Department Discharge Monitoring Reports (DMRs) in accordance with the frequencies specified by the REPORT type (i.e. monthly, toxicity, quarterly, semiannual, annual, etc.) indicated on the DMR forms attached to this permit. Monitoring results for each monitoring period shall be submitted in accordance with the associated DMR due dates below. DMRs shall be submitted for each required monitoring period including periods of no discharge.

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REPORT Type on DMR	Monitoring Period	Due Date
Monthly	first day of month - last day of month	28 th day of following month
Quarterly	January 1 - March 31 April 1 - June 30 July 1 - September 30 October 1 - December 31	April 28 July 28 October 28 January 28
Semiannual	January 1 - June 30 July 1 - December 30	July 28 January 28
Annual	January 1 - December 31	January 28

The permittee may submit either paper or electronic DMR forms. If submitting paper DMR forms, the permittee shall make copies of the attached DMR forms, without altering the original format or content unless approved by the Department, and shall submit the completed DMR forms to the Department's Central District Office at the address specified in Permit Condition I.B.8. by the twenty-eighth (28th) of the month following the month of operation.

If submitting electronic DMR forms, the permittee shall use the electronic DMR system(s) approved in writing by the Department and shall electronically submit the completed DMR forms to the Department by the twenty-eighth (28th) of the month following the month of operation. Data submitted in electronic format is equivalent to data submitted on signed and certified paper DMR forms.

[62-620.610(18)][62-601.300(1),(2), and (3)]

8. Unless specified otherwise in this permit, all reports and other information required by this permit, including 24-hour notifications, shall be submitted to or reported to, as appropriate, the Department's Central District Office at the address specified below:

Florida Department of Environmental Protection Central District Office
3319 Maguire Blvd Suite 232
Orlando, Florida -3767

Phone Number - (407)897-4100
FAX Number - (850)412-0496
(All FAX copies and e-mails shall be followed by original copies.)

[62-620.305]

9. All reports and other information shall be signed in accordance with the requirements of Rule 62-620.305, F.A.C. *[62-620.305]*

II. BIOSOLIDS MANAGEMENT REQUIREMENTS

A. Basic Requirements

1. Biosolids generated by this facility may be transferred to American Bioclean, Inc. or disposed of in a Class I solid waste landfill. Transferring biosolids to an alternative biosolids treatment facility does not require a permit modification. However, use of an alternative biosolids treatment facility requires submittal of a copy of the agreement pursuant to Rule 62-640.880(1)(c), F.A.C., along with a written notification to the Department at least 30 days before transport of the biosolids. *[62-620.320(6), 62-640.880(1)]*
2. The permittee shall monitor and keep records of the quantities of biosolids generated, received from source facilities, treated, distributed and marketed, land applied, used as a biofuel or for bioenergy, transferred to another facility, or landfilled. These records shall be kept for a minimum of five years. *[62-640.650(4)(a)]*
3. Biosolids quantities shall be monitored by the permittee as specified below. Results shall be reported on the permittee's Discharge Monitoring Report, for Monitoring Group RMP-Q, in accordance with Condition I.B.7.

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Parameter	Units	Biosolids Limitations			Monitoring Requirements		
		Max /Min	Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number
Biosolids Quantity (Transferred)	Dry tons	Max	Report	Total Monthly	Monthly	Calculated	RMP-1
Biosolids Quantity (Landfilled)	Dry tons	Max	Report	Total Monthly	Monthly	Calculated	RMP-1

[62-640.650(5)(a)1]

4. Biosolids quantities shall be calculated as listed in Permit Condition II. 3 and as described below:

Monitoring Site Number	Description of Monitoring Site Calculation
RMP-1	Calculated (based on volume and estimated %solids)

5. The treatment, management, transportation, use, land application, or disposal of biosolids shall not cause a violation of the odor prohibition in subsection 62-296.320(2), F.A.C. [62-640.400(6)]
6. Storage of biosolids or other solids at this facility shall be in accordance with the Facility Biosolids Storage Plan. [62-640.300(4)]
7. Biosolids shall not be spilled from or tracked off the treatment facility site by the hauling vehicle. [62-640.400(9)]
8. Disposal of biosolids, septage, and "other solids" in a solid waste disposal facility, or disposal by placement on land for purposes other than soil conditioning or fertilization, such as at a monofill, surface impoundment, waste pile, or dedicated site, shall be in accordance with Chapter 62-701, F.A.C. [62-640.100(6)(b) & (c)]
9. The permittee shall not be held responsible for treatment and management violations that occur after its biosolids have been accepted by a permitted biosolids treatment facility with which the source facility has an agreement in accordance with subsection 62-640.880(1)(c), F.A.C., for further treatment, management, or disposal. [62-640.880(1)(b)]
10. The permittee shall keep hauling records to track the transport of biosolids between facilities. The hauling records shall contain the following information:

Source Facility

1. Date and time shipped
2. Amount of biosolids shipped
3. Degree of treatment (if applicable)
4. Name and ID number of treatment facility
5. Signature of responsible party at source facility
6. Signature of hauler and name of hauling firm

Biosolids Treatment Facility or Treatment Facility

1. Date and time received
2. Amount of biosolids received
3. Name and ID number of source facility
4. Signature of hauler
5. Signature of responsible party at treatment facility

A copy of the source facility hauling records for each shipment shall be provided upon delivery of the biosolids to the biosolids treatment facility or treatment facility. The treatment facility permittee shall report to the Department within 24 hours of discovery any discrepancy in the quantity of biosolids leaving the source facility and arriving at the biosolids treatment facility or treatment facility.

[62-640.880(4)]

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11. If the permittee intends to accept biosolids from other facilities, a permit revision is required pursuant to paragraph 62-640.880(2)(d), F.A.C. [62-640.880(2)(d)]

III. GROUND WATER REQUIREMENTS

1. Section III is not applicable to this facility.

IV. ADDITIONAL REUSE AND LAND APPLICATION REQUIREMENTS

A. Part IV Rapid Infiltration Basins

1. Advisory signs shall be posted around the site boundaries to designate the nature of the project area. [62-610.518]
2. The maximum annual average loading rate to the three (3) rapid infiltration basins with a total wetted area of approximately 9,800 square feet shall be limited to 5.7 inches per day (as applied to the entire bottom area). [62-610.523(3)]
3. The three (3) rapid infiltration basins with a total wetted area of approximately 9,800 square feet normally shall be loaded for 7 days and shall be rested for 7 days. Infiltration ponds, basins, or trenches shall be allowed to dry during the resting portion of the cycle. [62-610.523(4)]
4. Rapid infiltration basins shall be routinely maintained to control vegetation growth and to maintain percolation capability by scarification or removal of deposited solids. Basin bottoms shall be maintained to be level. [62-610.523(6) and (7)]
5. Routine aquatic weed control and regular maintenance of storage pond embankments and access areas are required. [62-610.514 and 62-610.414]
6. Overflows from emergency discharge facilities on storage ponds or on infiltration ponds, basins, or trenches shall be reported as abnormal events in accordance with Permit Condition IX.20. [62-610.800(9)]

V. OPERATION AND MAINTENANCE REQUIREMENTS

A. Staffing Requirements

1. During the period of operation authorized by this permit, the wastewater facilities shall be operated under the supervision of a(n) operator(s) certified in accordance with Chapter 62-602, F.A.C. In accordance with Chapter 62-699, F.A.C., this facility is a Category III, Class C facility and, at a minimum, operators with appropriate certification must be on the site as follows:

A Class C or higher operator 1/2 hour/day for 5 days/week and one visit each weekend. The lead/chief operator must be a Class C operator, or higher.

2. An operator meeting the lead/chief operator class for the plant shall be available during all periods of plant operation. "Available" means able to be contacted as needed to initiate the appropriate action in a timely manner. [62-699.311(1)]

B. Capacity Analysis Report and Operation and Maintenance Performance Report Requirements

1. The application to renew this permit shall include an updated capacity analysis report prepared in accordance with Rule 62-600.405, F.A.C. [62-600.405(5)]
2. The application to renew this permit shall include a detailed operation and maintenance performance report prepared in accordance with Rule 62-600.735, F.A.C. [62-600.735(1)]

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C. Recordkeeping Requirements

1. The permittee shall maintain the following records and make them available for inspection on the site of the permitted facility.
 - a. Records of all compliance monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, including, if applicable, a copy of the laboratory certification showing the certification number of the laboratory, for at least three years from the date the sample or measurement was taken;
 - b. Copies of all reports required by the permit for at least three years from the date the report was prepared;
 - c. Records of all data, including reports and documents, used to complete the application for the permit for at least three years from the date the application was filed;
 - d. Monitoring information, including a copy of the laboratory certification showing the laboratory certification number, related to the biosolids use and disposal activities for the time period set forth in Chapter 62-640, F.A.C., for at least three years from the date of sampling or measurement;
 - e. A copy of the current permit;
 - f. A copy of the current operation and maintenance manual as required by Chapter 62-600, F.A.C.;
 - g. A copy of any required record drawings;
 - h. Copies of the licenses of the current certified operators; and
 - i. Copies of the logs and schedules showing plant operations and equipment maintenance for three years from the date of the logs or schedules. The logs shall, at a minimum, include identification of the plant; the signature and license number of the operator(s) and the signature of the person(s) making any entries; date and time in and out; specific operation and maintenance activities, including any preventive maintenance or repairs made or requested; results of tests performed and samples taken, unless documented on a laboratory sheet; and notation of any notification or reporting completed in accordance with Rule 62-602.650(3), F.A.C. The logs shall be maintained on-site in a location accessible to 24-hour inspection, protected from weather damage, and current to the last operation and maintenance performed.

[62-620.350, 62-602.650]

VI. SCHEDULES

1. The following improvement actions shall be completed according to the following schedule:

Improvement Action	Completion Date
1. Repair/replace main concrete tank.	June 30, 2013

[62-620.320(6)]

2. The permittee is not authorized to discharge to waters of the state after the expiration date of this permit, unless:
 - a. The permittee has applied for renewal of this permit at least 180 days before the expiration date of this permit using the appropriate forms listed in Rule 62-620.910, F.A.C., and in the manner established in the Department of Environmental Protection Guide to Permitting Wastewater Facilities or Activities Under Chapter 62-620, F.A.C., including submittal of the appropriate processing fee set forth in Rule 62-4.050, F.A.C.; or
 - b. The permittee has made complete the application for renewal of this permit before the permit expiration date.

[62-620.335(1) - (4)]

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VII. INDUSTRIAL PRETREATMENT PROGRAM REQUIREMENTS

1. This facility is not required to have a pretreatment program at this time. *[62-625.500]*

VIII. OTHER SPECIFIC CONDITIONS

1. The permittee shall comply with all conditions and requirements for reuse contained in their consumptive use permit issued by the Water Management District, if such requirements are consistent with Department rules. *[62-610.800(10)]*
2. In the event that the treatment facilities or equipment no longer function as intended, are no longer safe in terms of public health and safety, or odor, noise, aerosol drift, or lighting adversely affects neighboring developed areas at the levels prohibited by Rule 62-600.400(2)(a), F.A.C., corrective action (which may include additional maintenance or modifications of the permitted facilities) shall be taken by the permittee. Other corrective action may be required to ensure compliance with rules of the Department. Additionally, the treatment, management, use or land application of biosolids shall not cause a violation of the odor prohibition in Rule 62-296.320(2), F.A.C. *[62-600.410(8) and 62-640.400(6)]*
3. The deliberate introduction of stormwater in any amount into collection/transmission systems designed solely for the introduction (and conveyance) of domestic/industrial wastewater; or the deliberate introduction of stormwater into collection/transmission systems designed for the introduction or conveyance of combinations of storm and domestic/industrial wastewater in amounts which may reduce the efficiency of pollutant removal by the treatment plant is prohibited, except as provided by Rule 62-610.472, F.A.C. *[62-604.130(3)]*
4. Collection/transmission system overflows shall be reported to the Department in accordance with Permit Condition IX. 20. *[62-604.550] [62-620.610(20)]*
5. The operating authority of a collection/transmission system and the permittee of a treatment plant are prohibited from accepting connections of wastewater discharges which have not received necessary pretreatment or which contain materials or pollutants (other than normal domestic wastewater constituents):
 - a. Which may cause fire or explosion hazards; or
 - b. Which may cause excessive corrosion or other deterioration of wastewater facilities due to chemical action or pH levels; or
 - c. Which are solid or viscous and obstruct flow or otherwise interfere with wastewater facility operations or treatment; or
 - d. Which result in the wastewater temperature at the introduction of the treatment plant exceeding 40°C or otherwise inhibiting treatment; or
 - e. Which result in the presence of toxic gases, vapors, or fumes that may cause worker health and safety problems.*[62-604.130(5)]*
6. The treatment facility, storage ponds for Part II systems, rapid infiltration basins, and/or infiltration trenches shall be enclosed with a fence or otherwise provided with features to discourage the entry of animals and unauthorized persons. *[62-610.518(1) and 62-600.400(2)(b)]*
7. Screenings and grit removed from the wastewater facilities shall be collected in suitable containers and hauled to a Department approved Class I landfill or to a landfill approved by the Department for receipt/disposal of screenings and grit. *[62-701.300(1)(a)]*
8. Where required by Chapter 471 or Chapter 492, F.S., applicable portions of reports that must be submitted under this permit shall be signed and sealed by a professional engineer or a professional geologist, as appropriate. *[62-620.310(4)]*

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9. The permittee shall provide verbal notice to the Department's Central District Office as soon as practical after discovery of a sinkhole or other karst feature within an area for the management or application of wastewater, wastewater biosolids (sludges), or reclaimed water. The permittee shall immediately implement measures appropriate to control the entry of contaminants, and shall detail these measures to the Department's Central District Office in a written report within 7 days of the sinkhole discovery. *[62-620.320(6)]*
10. The permittee shall provide adequate notice to the Department of the following:
 - a. Any new introduction of pollutants into the facility from an industrial discharger which would be subject to Chapter 403, F.S., and the requirements of Chapter 62-620, F.A.C., if it were directly discharging those pollutants; and
 - b. Any substantial change in the volume or character of pollutants being introduced into that facility by a source which was identified in the permit application and known to be discharging at the time the permit was issued.

Adequate notice shall include information on the quality and quantity of effluent introduced into the facility and any anticipated impact of the change on the quantity or quality of effluent or reclaimed water to be discharged from the facility.

[62-620.625(2)]

IX. GENERAL CONDITIONS

1. The terms, conditions, requirements, limitations, and restrictions set forth in this permit are binding and enforceable pursuant to Chapter 403, Florida Statutes. Any permit noncompliance constitutes a violation of Chapter 403, Florida Statutes, and is grounds for enforcement action, permit termination, permit revocation and reissuance, or permit revision. *[62-620.610(1)]*
2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviations from the approved drawings, exhibits, specifications, or conditions of this permit constitute grounds for revocation and enforcement action by the Department. *[62-620.610(2)]*
3. As provided in subsection 403.087(7), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor authorize any infringement of federal, state, or local laws or regulations. This permit is not a waiver of or approval of any other Department permit or authorization that may be required for other aspects of the total project which are not addressed in this permit. *[62-620.610(3)]*
4. This permit conveys no title to land or water, does not constitute state recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title. *[62-620.610(4)]*
5. This permit does not relieve the permittee from liability and penalties for harm or injury to human health or welfare, animal or plant life, or property caused by the construction or operation of this permitted source; nor does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department. The permittee shall take all reasonable steps to minimize or prevent any discharge, reuse of reclaimed water, or biosolids use or disposal in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit. *[62-620.610(5)]*
6. If the permittee wishes to continue an activity regulated by this permit after its expiration date, the permittee shall apply for and obtain a new permit. *[62-620.610(6)]*

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7. The permittee shall at all times properly operate and maintain the facility and systems of treatment and control, and related appurtenances, that are installed and used by the permittee to achieve compliance with the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to maintain or achieve compliance with the conditions of the permit. *[62-620.610(7)]*
8. This permit may be modified, revoked and reissued, or terminated for cause. The filing of a request by the permittee for a permit revision, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition. *[62-620.610(8)]*
9. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, including an authorized representative of the Department and authorized EPA personnel, when applicable, upon presentation of credentials or other documents as may be required by law, and at reasonable times, depending upon the nature of the concern being investigated, to:
 - a. Enter upon the permittee's premises where a regulated facility, system, or activity is located or conducted, or where records shall be kept under the conditions of this permit;
 - b. Have access to and copy any records that shall be kept under the conditions of this permit;
 - c. Inspect the facilities, equipment, practices, or operations regulated or required under this permit; and
 - d. Sample or monitor any substances or parameters at any location necessary to assure compliance with this permit or Department rules.*[62-620.610(9)]*
10. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data, and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except as such use is proscribed by Section 403.111, F.S., or Rule 62-620.302, F.A.C. Such evidence shall only be used to the extent that it is consistent with the Florida Rules of Civil Procedure and applicable evidentiary rules. *[62-620.610(10)]*
11. When requested by the Department, the permittee shall within a reasonable time provide any information required by law which is needed to determine whether there is cause for revising, revoking and reissuing, or terminating this permit, or to determine compliance with the permit. The permittee shall also provide to the Department upon request copies of records required by this permit to be kept. If the permittee becomes aware of relevant facts that were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be promptly submitted or corrections promptly reported to the Department. *[62-620.610(11)]*
12. Unless specifically stated otherwise in Department rules, the permittee, in accepting this permit, agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided, however, the permittee does not waive any other rights granted by Florida Statutes or Department rules. A reasonable time for compliance with a new or amended surface water quality standard, other than those standards addressed in Rule 62-302.500, F.A.C., shall include a reasonable time to obtain or be denied a mixing zone for the new or amended standard. *[62-620.610(12)]*
13. The permittee, in accepting this permit, agrees to pay the applicable regulatory program and surveillance fee in accordance with Rule 62-4.052, F.A.C. *[62-620.610(13)]*
14. This permit is transferable only upon Department approval in accordance with Rule 62-620.340, F.A.C. The permittee shall be liable for any noncompliance of the permitted activity until the transfer is approved by the Department. *[62-620.610(14)]*
15. The permittee shall give the Department written notice at least 60 days before inactivation or abandonment of a wastewater facility or activity and shall specify what steps will be taken to safeguard public health and safety during and following inactivation or abandonment. *[62-620.610(15)]*

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16. The permittee shall apply for a revision to the Department permit in accordance with Rules 62-620.300, F.A.C., and the Department of Environmental Protection Guide to Permitting Wastewater Facilities or Activities Under Chapter 62-620, F.A.C., at least 90 days before construction of any planned substantial modifications to the permitted facility is to commence or with Rule 62-620.325(2), F.A.C., for minor modifications to the permitted facility. A revised permit shall be obtained before construction begins except as provided in Rule 62-620.300, F.A.C. *[62-620.610(16)]*
17. The permittee shall give advance notice to the Department of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements. The permittee shall be responsible for any and all damages which may result from the changes and may be subject to enforcement action by the Department for penalties or revocation of this permit. The notice shall include the following information:
 - a. A description of the anticipated noncompliance;
 - b. The period of the anticipated noncompliance, including dates and times; and
 - c. Steps being taken to prevent future occurrence of the noncompliance.*[62-620.610(17)]*
18. Sampling and monitoring data shall be collected and analyzed in accordance with Rule 62-4.246 and Chapters 62-160, 62-601, and 62-610, F.A.C., and 40 CFR 136, as appropriate.
 - a. Monitoring results shall be reported at the intervals specified elsewhere in this permit and shall be reported on a Discharge Monitoring Report (DMR), DEP Form 62-620.910(10), or as specified elsewhere in the permit.
 - b. If the permittee monitors any contaminant more frequently than required by the permit, using Department approved test procedures, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the DMR.
 - c. Calculations for all limitations which require averaging of measurements shall use an arithmetic mean unless otherwise specified in this permit.
 - d. Except as specifically provided in Rule 62-160.300, F.A.C., any laboratory test required by this permit shall be performed by a laboratory that has been certified by the Department of Health Environmental Laboratory Certification Program (DOH ELCP). Such certification shall be for the matrix, test method and analyte(s) being measured to comply with this permit. For domestic wastewater facilities, testing for parameters listed in Rule 62-160.300(4), F.A.C., shall be conducted under the direction of a certified operator.
 - e. Field activities including on-site tests and sample collection shall follow the applicable standard operating procedures described in DEP-SOP-001/01 adopted by reference in Chapter 62-160, F.A.C.
 - f. Alternate field procedures and laboratory methods may be used where they have been approved in accordance with Rules 62-160.220, and 62-160.330, F.A.C.*[62-620.610(18)]*
19. Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule detailed elsewhere in this permit shall be submitted no later than 14 days following each schedule date. *[62-620.610(19)]*
20. The permittee shall report to the Department's Central District Office any noncompliance which may endanger health or the environment. Any information shall be provided orally within 24 hours from the time the permittee becomes aware of the circumstances. A written submission shall also be provided within five days of the time the permittee becomes aware of the circumstances. The written submission shall contain: a description of the noncompliance and its cause; the period of noncompliance including exact dates and time, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.

PERMITTEE: Colony Park Utilities
FACILITY: Colony Park Utilities WWTF

PERMIT NUMBER: FLA010377-003
EXPIRATION DATE: February 21, 2017

- a. The following shall be included as information which must be reported within 24 hours under this condition:
 - (1) Any unanticipated bypass which causes any reclaimed water or effluent to exceed any permit limitation or results in an unpermitted discharge,
 - (2) Any upset which causes any reclaimed water or the effluent to exceed any limitation in the permit,
 - (3) Violation of a maximum daily discharge limitation for any of the pollutants specifically listed in the permit for such notice, and
 - (4) Any unauthorized discharge to surface or ground waters.
- b. Oral reports as required by this subsection shall be provided as follows:
 - (1) For unauthorized releases or spills of treated or untreated wastewater reported pursuant to subparagraph (a)4. that are in excess of 1,000 gallons per incident, or where information indicates that public health or the environment will be endangered, oral reports shall be provided to the STATE WARNING POINT TOLL FREE NUMBER (800) 320-0519, as soon as practical, but no later than 24 hours from the time the permittee becomes aware of the discharge. The permittee, to the extent known, shall provide the following information to the State Warning Point:
 - (a) Name, address, and telephone number of person reporting;
 - (b) Name, address, and telephone number of permittee or responsible person for the discharge;
 - (c) Date and time of the discharge and status of discharge (ongoing or ceased);
 - (d) Characteristics of the wastewater spilled or released (untreated or treated, industrial or domestic wastewater);
 - (e) Estimated amount of the discharge;
 - (f) Location or address of the discharge;
 - (g) Source and cause of the discharge;
 - (h) Whether the discharge was contained on-site, and cleanup actions taken to date;
 - (i) Description of area affected by the discharge, including name of water body affected, if any; and
 - (j) Other persons or agencies contacted.
 - (2) Oral reports, not otherwise required to be provided pursuant to subparagraph b.1 above, shall be provided to the Department's Central District Office within 24 hours from the time the permittee becomes aware of the circumstances.
- c. If the oral report has been received within 24 hours, the noncompliance has been corrected, and the noncompliance did not endanger health or the environment, the Department's Central District Office shall waive the written report.

[62-620.610(20)]

21. The permittee shall report all instances of noncompliance not reported under Permit Conditions IX.17., IX.18., or IX.19. of this permit at the time monitoring reports are submitted. This report shall contain the same information required by Permit Condition IX.20. of this permit. [62-620.610(21)]
22. Bypass Provisions.
 - a. "Bypass" means the intentional diversion of waste streams from any portion of a treatment works.
 - b. Bypass is prohibited, and the Department may take enforcement action against a permittee for bypass, unless the permittee affirmatively demonstrates that:
 - (1) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage; and
 - (2) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
 - (3) The permittee submitted notices as required under Permit Condition IX.22.c. of this permit.

PERMITTEE: Colony Park Utilities
FACILITY: Colony Park Utilities WWTF

PERMIT NUMBER: FLA010377-003
EXPIRATION DATE: February 21, 2017

- c. If the permittee knows in advance of the need for a bypass, it shall submit prior notice to the Department, if possible at least 10 days before the date of the bypass. The permittee shall submit notice of an unanticipated bypass within 24 hours of learning about the bypass as required in Permit Condition IX.20. of this permit. A notice shall include a description of the bypass and its cause; the period of the bypass, including exact dates and times; if the bypass has not been corrected, the anticipated time it is expected to continue; and the steps taken or planned to reduce, eliminate, and prevent recurrence of the bypass.
- d. The Department shall approve an anticipated bypass, after considering its adverse effect, if the permittee demonstrates that it will meet the three conditions listed in Permit Condition IX.22.b.(1) through (3) of this permit.
- e. A permittee may allow any bypass to occur which does not cause reclaimed water or effluent limitations to be exceeded if it is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of Permit Condition IX.22.b. through d. of this permit.

[62-620.610(22)]

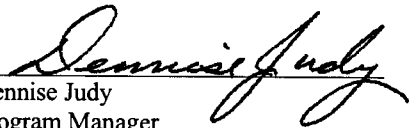
23. Upset Provisions.

- a. "Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with technology-based effluent limitations because of factors beyond the reasonable control of the permittee.
 - (1) An upset does not include noncompliance caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, careless or improper operation.
 - (2) An upset constitutes an affirmative defense to an action brought for noncompliance with technology based permit effluent limitations if the requirements of upset provisions of Rule 62-620.610, F.A.C., are met.
- b. A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed contemporaneous operating logs, or other relevant evidence that:
 - (1) An upset occurred and that the permittee can identify the cause(s) of the upset;
 - (2) The permitted facility was at the time being properly operated;
 - (3) The permittee submitted notice of the upset as required in Permit Condition IX.20. of this permit; and
 - (4) The permittee complied with any remedial measures required under Permit Condition IX.5. of this permit.
- c. In any enforcement proceeding, the burden of proof for establishing the occurrence of an upset rests with the permittee.
- d. Before an enforcement proceeding is instituted, no representation made during the Department review of a claim that noncompliance was caused by an upset is final agency action subject to judicial review.

[62-620.610(23)]

Executed in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION


Dennise Judy
Program Manager
Domestic Waste

Date: February 22, 2012

Attachment(s):
Discharge Monitoring Report

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed mail this report to: Department of Environmental Protection, 3319 Maguire Blvd, Suite 232, Orlando, FL 32803-3767

PERMITTEE NAME: Colony Park Utilities	PERMIT NUMBER: FLA010377-003-DW3P	Expiration Date: February 21, 2017
MAILING ADDRESS: 6786 Mangrove Drive Merritt Island, FL 32953	LIMIT: Final	REPORT FREQUENCY: Monthly
FACILITY: Colony Park Utilities WWTF	CLASS SIZE: N/A	PROGRAM: Domestic
LOCATION: 6710 Orleans Court Merritt Island, FL 32953	MONITORING GROUP NUMBER:	
COUNTY: Brevard	MONITORING GROUP DESCRIPTION: RIBs, including Influent	
OFFICE: Central District	RE-SUBMITTED DMR: <input type="checkbox"/>	
	NO DISCHARGE FROM SITE: <input type="checkbox"/>	
	MONITORING PERIOD From: _____ To: _____	

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type	
Flow (To RIBs)	Sample Measurement								
PARM Code 50050 Y Mon. Site No. FLW-1	Permit Requirement	0.070 (An.Avg.)	MGD				5 Days/Week	Meter	
Flow (Total flow through plant)	Sample Measurement								
PARM Code 50050 I Mon. Site No. FLW-1	Permit Requirement	0.070 (An.Avg.)	MGD				5 Days/Week	Meter	
Flow (To RIBs)	Sample Measurement								
PARM Code 50050 Q Mon. Site No. FLW-1	Permit Requirement	Report (Mo.Avg.)	MGD				5 Days/Week	Meter	
BOD, Carbonaceous 5 day, 20C	Sample Measurement								
PARM Code 80082 Y Mon. Site No. EFA-1	Permit Requirement			20.0 (An.Avg.)	mg/L		Monthly	Grab	
BOD, Carbonaceous 5 day, 20C	Sample Measurement								
PARM Code 80082 A Mon. Site No. EFA-1	Permit Requirement			60.0 (Max.)	Report (Wk.Avg.)	Report (Mo.Avg.)	mg/L	Monthly	Grab
Solids, Total Suspended	Sample Measurement								
PARM Code 00530 Y Mon. Site No. EFA-1	Permit Requirement			20.0 (An.Avg.)	mg/L		Monthly	Grab	

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Colony Park Utilities WWTF

MONITORING GROUP R-001

PERMIT NUMBER: FLA010377-003-DW3P

NUMBER:

MONITORING PERIOD

From: _____

To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Solids, Total Suspended PARM Code 00530 A Mon. Site No. EFA-1	Sample Measurement										
	Permit Requirement				60.0 (Max.)	Report (Wk.Avg.)	Report (Mo.Avg.)	mg/L		Monthly	Grab
Coliform, Fecal PARM Code 74055 Y Mon. Site No. EFA-1	Sample Measurement										
	Permit Requirement					200 (An.Avg.)		#/100mL		Monthly	Grab
Coliform, Fecal PARM Code 74055 A Mon. Site No. EFA-1	Sample Measurement										
	Permit Requirement					Report (Mo.Geo.Mn.)	800 (Max.)	#/100mL		Monthly	Grab
pH PARM Code 00400 A Mon. Site No. EFA-1	Sample Measurement										
	Permit Requirement				6.0 (Min.)		8.5 (Max.)	s.u.		5 Days/Week	Grab
Chlorine, Total Residual (For Disinfection) PARM Code 50060 A Mon. Site No. EFA-1	Sample Measurement										
	Permit Requirement				0.5 (Min.)			mg/L		5 Days/Week	Grab
Flow (Total flow through plant) PARM Code 50050 R Mon. Site No. FLW-1	Sample Measurement										
	Permit Requirement	Report (Mo.Avg.)	Report (Qt.Avg.)	MGD						5 Days/Week	Meter
Percent Capacity, (TMADF/ Permitted Capacity) x 100 PARM Code 00180 P Mon. Site No. CAL-1	Sample Measurement										
	Permit Requirement						Report (Mo.Avg.)	percent		Monthly	Calculated

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed mail this report to: Department of Environmental Protection, 3319 Maguire Blvd, Suite 232, Orlando, FL 32803-3767

PERMITTEE NAME: Colony Park Utilities	PERMIT NUMBER: FLA010377-003-DW3P	Final	REPORT FREQUENCY: Annually
MAILING ADDRESS: 6786 Mangrove Drive Merritt Island, FL 32953		N/A	PROGRAM: Domestic
FACILITY: Colony Park Utilities WWTF	LIMIT:		
LOCATION: 6710 Orleans Court Merritt Island, FL 32953	CLASS SIZE:		
	MONITORING GROUP NUMBER:	R-001	
COUNTY: Brevard	MONITORING GROUP DESCRIPTION:	RIBs, including Influent	
OFFICE: Central District	RE-SUBMITTED DMR: <input type="checkbox"/>		
	NO DISCHARGE FROM SITE: <input type="checkbox"/>		
	MONITORING PERIOD From: _____ To: _____		

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Nitrogen, Nitrate, Total (as N) PARM Code 00620 A Mon. Site No. EFA-1	Sample Measurement							
	Permit Requirement			12.0 (Max.)	mg/L		Annually	Grab
BOD, Carbonaceous 5 day, 20C (Influent) PARM Code 80082 G Mon. Site No. INF-1	Sample Measurement							
	Permit Requirement			Report (Max.)	mg/L		Annually	Grab
Solids, Total Suspended (Influent) PARM Code 00530 G Mon. Site No. INF-1	Sample Measurement							
	Permit Requirement			Report (Max.)	mg/L		Annually	Grab

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

DAILY SAMPLE RESULTS - PART B

Permit Number: FLA010377-003-DW3P
 Monitoring Period From: _____ To: _____

Facility: Colony Park Utilities WWTF

	BOD, Carbonaceous 5 day, 20C mg/L	Chlorine, Total Residual (For Disinfection) mg/L	Coliform, Fecal #/100mL	Solids, Total Suspended mg/L	pH s.u.	Flow (Total flow through plant) MGD		
Code	80082	50060	74055	00530	00400	50050		
Mon. Site	EFA-1	EFA-1	EFA-1	EFA-1	EFA-1	FLW-1		
1								
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31								
Total								
Mo. Avg.								

PLANT STAFFING:

Day Shift Operator Class: _____ Certificate No: _____ Name: _____

Evening Shift Operator Class: _____ Certificate No: _____ Name: _____

Night Shift Operator Class: _____ Certificate No: _____ Name: _____

Lead Operator Class: _____ Certificate No: _____ Name: _____

INSTRUCTIONS FOR COMPLETING THE WASTEWATER DISCHARGE MONITORING REPORT

Read these instructions before completing the DMR. Hard copies and/or electronic copies of the required parts of the DMR were provided with the permit. All required information shall be completed in full and typed or printed in ink. A signed, original DMR shall be mailed to the address printed on the DMR by the 28th of the month following the monitoring period. The DMR shall not be submitted before the end of the monitoring period.

The DMR consists of three parts--A, B, and D--all of which may or may not be applicable to every facility. Facilities may have one or more Part A's for reporting effluent or reclaimed water data. All domestic wastewater facilities will have a Part B for reporting daily sample results. Part D is used for reporting ground water monitoring well data.

When results are not available, the following codes should be used on parts A and D of the DMR and an explanation provided where appropriate. Note: Codes used on Part B for raw data are different.

CODE	DESCRIPTION/INSTRUCTIONS
ANC	Analysis not conducted.
DRY	Dry Well
FLD	Flood disaster
IFS	Insufficient flow for sampling.
LS	Lost sample.
MNR	Monitoring not required this period.

CODE	DESCRIPTION/INSTRUCTIONS
NOD	No discharge from/to site.
OPS	Operations were shutdown so no sample could be taken.
OTH	Other. Please enter an explanation of why monitoring data were not available.
SEF	Sampling equipment failure.

When reporting analytical results that fall below a laboratory's reported method detection limits or practical quantification limits, the following instructions should be used:

1. Results greater than or equal to the PQL shall be reported as the measured quantity.
2. Results less than the PQL and greater than or equal to the MDL shall be reported as the laboratory's MDL value. These values shall be deemed equal to the MDL when necessary to calculate an average for that parameter and when determining compliance with permit limits.
3. Results less than the MDL shall be reported by entering a less than sign (" $<$ ") followed by the laboratory's MDL value, e.g. <0.001 . A value of one-half the MDL or one-half the effluent limit, whichever is lower, shall be used for that sample when necessary to calculate an average for that parameter. Values less than the MDL are considered to demonstrate compliance with an effluent limitation.

PART A -DISCHARGE MONITORING REPORT (DMR)

Part A of the DMR is comprised of one or more sections, each having its own header information. Facility information is preprinted in the header as well as the monitoring group number, whether the limits and monitoring requirements are interim or final, and the required submittal frequency (e.g. monthly, annually, quarterly, etc.). Submit Part A based on the required reporting frequency in the header and the instructions shown in the permit. The following should be completed by the permittee or authorized representative:

Resubmitted DMR: Check this box if this DMR is being re-submitted because there was information missing from or information that needed correction on a previously submitted DMR. The information that is being revised should be clearly noted on the re-submitted DMR (e.g. highlight, circle, etc.)

No Discharge From Site: Check this box if no discharge occurs and, as a result, there are no data or codes to be entered for all of the parameters on the DMR for the entire monitoring group number; however, if the monitoring group includes other monitoring locations (e.g., influent sampling), the "NOD" code should be used to individually denote those parameters for which there was no discharge.

Monitoring Period: Enter the month, day, and year for the first and last day of the monitoring period (i.e. the month, the quarter, the year, etc.) during which the data on this report were collected and analyzed.

Sample Measurement: Before filling in sample measurements in the table, check to see that the data collected correspond to the limit indicated on the DMR (i.e. interim or final) and that the data correspond to the monitoring group number in the header. Enter the data or calculated results for each parameter on this row in the non-shaded area above the limit. Be sure the result being entered corresponds to the appropriate statistical base code (e.g. annual average, monthly average, single sample maximum, etc.) and units.

No. Ex.: Enter the number of sample measurements during the monitoring period that exceeded the permit limit for each parameter in the non-shaded area. If none, enter zero.

Frequency of Analysis: The shaded areas in this column contain the minimum number of times the measurement is required to be made according to the permit. Enter the actual number of times the measurement was made in the space above the shaded area.

Sample Type: The shaded areas in this column contain the type of sample (e.g. grab, composite, continuous) required by the permit. Enter the actual sample type that was taken in the space above the shaded area.

Signature: This report must be signed in accordance with Rule 62-620.305, F.A.C. Type or print the name and title of the signing official. Include the telephone number where the official may be reached in the event there are questions concerning this report. Enter the date when the report is signed.

Comment and Explanation of Any Violations: Use this area to explain any exceedances, any upset or by-pass events, or other items which require explanation. If more space is needed, reference all attachments in this area.

PART B - DAILY SAMPLE RESULTS

Monitoring Period: Enter the month, day, and year for the first and last day of the monitoring period (i.e. the month, the quarter, the year, etc.) during which the data on this report were collected and analyzed.

Daily Monitoring Results: Transfer all analytical data from your facility's laboratory or a contract laboratory's data sheets for all day(s) that samples were collected. Record the data in the units indicated. Table 1 in Chapter 62-160, F.A.C., contains a complete list of all the data qualifier codes that your laboratory may use when reporting analytical results. However, when transferring numerical results onto Part B of the DMR, only the following data qualifier codes should be used and an explanation provided where appropriate.

CODE	DESCRIPTION/INSTRUCTIONS
<	The compound was analyzed for but not detected.
A	Value reported is the mean (average) of two or more determinations.
J	Estimated value, value not accurate.
Q	Sample held beyond the actual holding time.
Y	Laboratory analysis was from an unpreserved or improperly preserved sample.

To calculate the monthly average, add each reported value to get a total. For flow, divide this total by the number of days in the month. For all other parameters, divide the total by the number of observations.

Plant Staffing: List the name, certificate number, and class of all state certified operators operating the facility during the monitoring period. Use additional sheets as necessary.

PART D - GROUND WATER MONITORING REPORT

Monitoring Period: Enter the month, day, and year for the first and last day of the monitoring period (i.e. the month, the quarter, the year, etc.) during which the data on this report were collected and analyzed.

Date Sample Obtained: Enter the date the sample was taken. Also, check whether or not the well was purged before sampling.

Time Sample Obtained: Enter the time the sample was taken.

Sample Measurement: Record the results of the analysis. If the result was below the minimum detection limit, indicate that.

Detection Limits: Record the detection limits of the analytical methods used.

Analysis Method: Indicate the analytical method used. Record the method number from Chapter 62-160 or Chapter 62-601, F.A.C., or from other sources.

Sampling Equipment Used: Indicate the procedure used to collect the sample (e.g. airlift, bucket/bailer, centrifugal pump, etc.)

Samples Filtered: Indicate whether the sample obtained was filtered by laboratory (L), filtered in field (F), or unfiltered (N).

Signature: This report must be signed in accordance with Rule 62-620.305, F.A.C. Type or print the name and title of the signing official. Include the telephone number where the official may be reached in the event there are questions concerning this report. Enter the date when the report is signed.

Comments and Explanation: Use this space to make any comments on or explanations of results that are unexpected. If more space is needed, reference all attachments in this area.

SPECIAL INSTRUCTIONS FOR LIMITED WET WEATHER DISCHARGES

Flow (Limited Wet Weather Discharge): Enter the measured average flow rate during the period of discharge or divide gallons discharged by duration of discharge (converted into days). Record in million gallons per day (MGD).

Flow (Upstream): Enter the average flow rate in the receiving stream upstream from the point of discharge for the period of discharge. The average flow rate can be calculated based on two measurements; one made at the start and one made at the end of the discharge period. Measurements are to be made at the upstream gauging station described in the permit.

Actual Stream Dilution Ratio: To calculate the Actual Stream Dilution Ratio, divide the average upstream flow rate by the average discharge flow rate. Enter the Actual Stream Dilution Ratio accurate to the nearest 0.1.

No. of Days the SDF > Stream Dilution Ratio: For each day of discharge, compare the minimum Stream Dilution Factor (SDF) from the permit to the calculated Stream Dilution Ratio. On Part B of the DMR, enter an asterisk (*) if the SDF is greater than the Stream Dilution Ratio on any day of discharge. On Part A of the DMR, add up the days with an "*" and record the total number of days the Stream Dilution Factor was greater than the Stream Dilution Ratio.

CBOD₅: Enter the average CBOD₅ of the reclaimed water discharged during the period shown in duration of discharge.

TKN: Enter the average TKN of the reclaimed water discharged during the period shown in duration of discharge.

Actual Rainfall: Enter the actual rainfall for each day on Part B. Enter the actual cumulative rainfall to date for this calendar year and the actual total monthly rainfall on Part A. The cumulative rainfall to date for this calendar year is the total amount of rain, in inches, that has been recorded since January 1 of the current year through the month for which this DMR contains data.

Rainfall During Average Rainfall Year: On Part A, enter the total monthly rainfall during the average rainfall year and the cumulative rainfall for the average rainfall year. The cumulative rainfall for the average rainfall year is the amount of rain, in inches, which fell during the average rainfall year from January through the month for which this DMR contains data.

No. of Days LWWD Activated During Calendar Year: Enter the cumulative number of days that the limited wet weather discharge was activated since January 1 of the current year.

Reason for Discharge: Attach to the DMR a brief explanation of the factors contributing to the need to activate the limited wet weather discharge.

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed mail this report to: Department of Environmental Protection, 3319 Maguire Blvd, Suite 232, Orlando, FL 32803-3767

PERMITTEE NAME: Colony Park Utilities	PERMIT NUMBER: FLA010377-003-DW3P		
MAILING ADDRESS: 6786 Mangrove Drive Merritt Island, FL 32953	LIMIT: Final	REPORT FREQUENCY: Monthly	
FACILITY: Colony Park Utilities WWTF	CLASS SIZE: N/A	PROGRAM: Domestic	
LOCATION: 6710 Orleans Court Merritt Island, FL 32953	MONITORING GROUP NUMBER: RMP-Q		
	MONITORING GROUP DESCRIPTION: Biosolids Quantity		
COUNTY: Brevard	RE-SUBMITTED DMR: <input type="checkbox"/>		
OFFICE: Central District	NO DISCHARGE FROM SITE: <input type="checkbox"/>		
	MONITORING PERIOD From: _____ To: _____		

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Biosolids Quantity (Transferred)	Sample Measurement							
PARM Code B0007 + Mon. Site No. RMP-1	Permit Requirement	Report (Mo. Total)	dry tons				Monthly	Calculated
Biosolids Quantity (Landfilled)	Sample Measurement							
PARM Code B0008 + Mon. Site No. RMP-1	Permit Requirement	Report (Mo. Total)	dry tons				Monthly	Calculated

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

**STATEMENT OF BASIS
FOR
STATE OF FLORIDA DOMESTIC WASTEWATER FACILITY PERMIT**

PERMIT NUMBER: FLA010377-003
FACILITY NAME: Colony Park Utilities WWTF
FACILITY LOCATION: 6710 Orleans Court, Merritt Island, FL 32953
Brevard County
NAME OF PERMITTEE: Colony Park Utilities
PERMIT WRITER: Sherry Cook

1. SUMMARY OF APPLICATION

a. Chronology of Application

Application Number: FLA010377-003-DW3P
Application Submittal Date: October 21, 2011

b. Type of Facility

Domestic Wastewater Treatment Plant

Ownership Type: Private

SIC Code: 4952

c. Facility Capacity

Existing Permitted Capacity:	0.070 mgd Annual Average Daily Flow
Proposed Increase in Permitted Capacity:	0 mgd Annual Average Daily Flow
Proposed Total Permitted Capacity:	0.070 mgd Annual Average Daily Flow

d. Description of Wastewater Treatment

An existing 0.070 million gallon per day (MGD) annual average daily flow (AADF) permitted capacity extended aeration domestic wastewater treatment plant consisting of aeration, secondary clarification, chlorination, and aerobic digestion of biosolids.

e. Description of Effluent Disposal and Land Application Sites (as reported by applicant)

See attached map(s) for effluent disposal and land application site(s).

2. SUMMARY OF SURFACE WATER DISCHARGE

This facility does not discharge to surface waters.

3. BASIS FOR PERMIT LIMITATIONS AND MONITORING REQUIREMENTS

This facility is authorized to direct reclaimed water to Reuse System R-001, a rapid infiltration basin system, based on the following:

Parameter	Units	Max/Min	Limit	Statistical Basis	Rationale
Flow (To RIBs)	MGD	Max	0.070	Annual Average	62-600.400(3)(b) & 62-610.810(5) FAC
		Max	Report	Monthly Average	62-600.400(3)(b) & 62-610.810(5) FAC
BOD, Carbonaceous 5 day, 20C ₁	mg/L	Max	20.0	Annual Average	62-610.510 & 62-600.740(1)(b)1.a. FAC
		Max	30.0	Monthly Average	62-600.740(1)(b)1.b. FAC
		Max	45.0	Weekly Average	62-600.740(1)(b)1.c. FAC
		Max	60.0	Single Sample	62-600.740(1)(b)1.d. FAC
Solids, Total Suspended ₁	mg/L	Max	20.0	Annual Average	62-610.510 & 62-600.740(1)(b)1.a. FAC
		Max	30.0	Monthly Average	62-600.740(1)(b)1.b. FAC
		Max	45.0	Weekly Average	62-600.740(1)(b)1.c. FAC
		Max	60.0	Single Sample	62-600.740(1)(b)1.d. FAC
Coliform, Fecal ₁	#/100mL	Max	200	Annual Average	62-610.510 & 62-600.440(4)(c)1. FAC
		Max	200	Monthly Geometric Mean	62-600.440(4)(c)2. FAC
		Max	800	Single Sample	62-600.440(4)(c)4. FAC
pH	s.u.	Min	6.0	Single Sample	62-600.445 FAC
		Max	8.5	Single Sample	62-600.445 FAC
Chlorine, Total Residual (For Disinfection) ₁	mg/L	Min	0.5	Single Sample	62-610.510 & 62-600.440(4)(b) FAC
Nitrogen, Nitrate, Total (as N) ₂	mg/L	Max	12.0	Single Sample	62-610.510(1) FAC
Footnote:					
1. Sampling is reduced to monthly in accordance with Rule 62-601.300(6), FAC.					
2. Nitrate sampling is reduced to annually in accordance with Rule 62-601.300(6), FAC.					

Other Limitations and Monitoring Requirements:

Parameter	Units	Max/Min	Limit	Statistical Basis	Rationale
Flow (Total flow through plant)	MGD	Max	0.070	Annual Average	62-600.400(3)(b) FAC
		Max	Report	Monthly Average	62-600.400(3)(b) FAC
		Max	Report	Quarterly Average	62-600.400(3)(b) FAC
Percent Capacity, (TMADF/Permitted Capacity) x 100	percent	Max	Report	Monthly Average	62-600.405(4) FAC
BOD, Carbonaceous 5 day, 20C (Influent) ₁	mg/L	Max	Report	Single Sample	62-601.300(1) FAC
Solids, Total Suspended (Influent) ₁	mg/L	Max	Report	Single Sample	62-601.300(1) FAC
Monitoring Frequencies and Sample Types	-	-	-	All Parameters	62-601 FAC & 62-699 FAC and/or BPJ of permit writer
Sampling Locations	-	-	-	All Parameters	62-601, 62-610.412, 62-610.463(1), 62-610.568, 62-610.613 FAC and/or BPJ of permit writer
Footnote:					
1. Influent sampling is reduced to annually in accordance with Rule 62-601.300(6), FAC.					

4. DISCUSSION OF CHANGES TO PERMIT LIMITATIONS

The current wastewater permit for this facility FLA010377-003-DW3P expires on February 21, 2017.

5. BIOSOLIDS MANAGEMENT

The method of residuals use or disposal by this facility is transport to American Bioclean, and Inc. or disposal in a Class I solid waste landfill.

6. GROUND WATER MONITORING REQUIREMENTS

This section is not applicable to this facility.

7. PERMIT SCHEDULES

A schedule is included in the permit because the operation and maintenance performance report indicates improvement actions are necessary.

8. INDUSTRIAL PRETREATMENT REQUIREMENTS

At this time, the facility is not required to develop an approved industrial pretreatment program. However, the Department reserves the right to require an approved program if future conditions warrant.

9. ADMINISTRATIVE ORDERS (AO) AND CONSENT ORDERS (CO)

This permit is not accompanied by an AO and has not entered into a CO with the Department.

10. REQUESTED VARIANCES OR ALTERNATIVES TO REQUIRED STANDARDS

No variances were requested for this facility.

11. THE ADMINISTRATIVE RECORD

The administrative record including application, draft permit, fact sheet, public notice (after release), comments received and additional information is available for public inspection during normal business hours at the location specified in item 13. Copies will be provided at a minimal charge per page.

12. PROPOSED SCHEDULE FOR PERMIT ISSUANCE

Notice of Intent to Issue	N/A
Notice of Permit Issuance	February 22, 2012

13. DEPARTMENT CONTACT

Additional information concerning the permit and proposed schedule for permit issuance may be obtained during normal business hours from:

Sherry Cook
Engineer III

3319 Maguire Blvd Suite 232
Orlando, FL 32803-3767

Telephone No.: (407) 897-4100

EXHIBIT J
Rule 25-30.037(2)(r)

A copy of the most recent DEP and/or county health department sanitary survey, compliance inspection report, and secondary standards drinking water report.

See attached.



Florida Department of Environmental Protection

Central District
3319 Maguire Boulevard, Suite 232
Orlando, Florida 32803-3767

Charlie Crist
Governor

Jeff Kottkamp
Lt. Governor

Michael W. Sole
Secretary

SENT VIA E-MAIL TO: colonypark@bellsouth.net

March 5, 2008

COLONY PARK UTILITIES
6786 MANGROVE DRIVE
MERRITT ISLAND FL 32953

OCD-C-WW-08-0227

ATTENTION MIKE ABRAMWITZ
OWNER

Brevard County - DW
Colony Park Trailer Park WWTF
Wastewater Facility - Permit No. FLA010377
Noncompliance Letter

Dear Mr. Abramwitz:

On February 26, 2008, Department personnel conducted a routine inspection of your wastewater facility. At the time of the inspection, the overall operation of your facility was found to be in substantial compliance with the terms and conditions in Permit Number FLA010377. A copy of the inspection report is enclosed for your review.

Your continued cooperation with our wastewater program is appreciated. If you have any questions, please contact me at the above address or at (407) 893-3313.

Sincerely,

Tom Powers
Environmental Specialist
Water Facilities

TP/ar

Enclosure: Inspection Report

COMET ENTRY DATE
 _ / _ / _

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
WASTEWATER COMPLIANCE INSPECTION REPORT
FACILITY AND INSPECTION INFORMATION @ = Optional

Name and Physical Location of Facility COLONY PARK TRAILER PARK, WWTF 6786 MANGROVE DRIVE MERRITT ISLAND, FL	WAFR ID: FLA010377	County BREVARD	Entry Date/Time 2/26/08 2:00 @ Exit Date/Time 2/26/08 3:00
Name(s) of Field Representatives(s) MIKE ABRAMWITZ JERRY PADRICK	Title GENERAL MANAGER OPERATOR	Phone 321/453-1400 FAX: 321/453-1947 321/508-4714	
Name and Address of Permittee or Designated Representative MIKE ABRAMWITZ COLONY PARK UTILITIES 6786 MANGROVE DRIVE MERRITT ISLAND, FL 32953	Title GM	Phone	@ Operator Certification # email: colonypark@bellsouth.net

Inspection Type	<input type="checkbox"/> C <input type="checkbox"/> E <input type="checkbox"/> I	Samples Taken(Y/N): N	@ Sample ID#:	Samples Split (Y/N): N
<input checked="" type="checkbox"/> Domestic	<input type="checkbox"/> Industrial	Were Photos Taken(Y/N):	@ Log book Volume :	@ Page

FACILITY COMPLIANCE AREAS EVALUATED

IC = In Compliance; NC = Out of Compliance; SC = Significant out of Compliance; NA = Not Applicable; NE or Blank = Not Evaluated
 Significant Non-Compliance Criteria Should be Reviewed when Out of Compliance Ratings Are Given in Areas Marked by a "♦"

PERMITS/ORDERS		SELF MONITORING PROGRAM		FACILITY OPERATIONS		EFFLUENT/DISPOSAL	
IC	1. ♦ Permit	IC	3. Laboratory	IC	6. Facility Site Review	IC	9. ♦ Effluent Quality
	2. ♦ Compliance Schedules	IC	4. Sampling	IC	7. Flow Measurement	IC	10. ♦ Effluent Disposal
		IC	5. ♦ Records & Reports	IC	8. ♦ Operation & Maintenance	IC	11. Residuals/Sludge
	13. Other:						12. Groundwater

Facility and/or Order Compliance Status: In-Compliance Out-Of-Compliance Significant-Out-Of-Compliance

Recommended Actions:

Name(s) and Signature(s) of Inspector(s) TOM POWERS <i>T. Powers</i>	District Office/Phone Number Orlando 407/893-3313	Date March 3, 2008
@ Signature of Reviewer CLARENCE ANDERSON <i>Clarence Anderson</i>	District Office/Phone Number Orlando 407/893-7876	Date 3/5/08

Fill Out This Section For All Surface Water Discharger Inspections (CEI, CSI, CBI, PAI, XSI, RI, ASI, ANI)

Transaction Code	NPDES Number	YR/MO/DA	Insp Type	Inspector	Fac Type
N	5		1	2	3

ADDITIONAL NPDES COMMENTS

Inspection Type (Field 1) A:PAI, B:CBI, C:CEI, S:CSI, X:XSI, R:RI, \:ASI, =:ANI
 Inspection Code (Field 2): S=State, J=Joint EPA/State-EPA Lead, T=Joint State/EPA-State Lead, L=Local Program
 Facility Type (Field 3): 1=Municipal (Publicly Owned), 2=Industrial and Privately Owned Domestic, 3= Agricultural, 4=Federal
 Every other field is self explanatory

INSPECTION COMMENTS

PERMIT: In compliance.
FLA010377 expires 3/1/12.

COMPLIANCE SCHEDULES: N/A.

RECORDS AND REPORTS: In compliance.

Logbook on-site. Certified operator on site for 1/2 hour per day 5 days a week and on weekend visit. Stored in locked shed.

Calibration of pH and chlorine meters is being documented in bound book.

Discharge Monitoring Reports (DMRs), chains of custody and lab results were on site for Department review.

Percent capacity is to be recorded correctly on the DMRs.

LABORATORY: In compliance.

Test America Laboratory, Department of Health certified.

SAMPLING: In compliance.

Operator performs required influent and effluent grab sampling.

HACH DR 100 is utilized for total residual chlorine. Fisher Scientific 1001. Two- point calibration pH meter is utilized.

FACILITY SITE REVIEW: In compliance.

0.070 MGD average daily flow extended aeration sewage treatment plant.

Access: Locked fence with gate.

Aeration: 1 blower, MLSS chocolate brown. No odor. Aerobic digester. Backup blower noted.

Clarifier: Algae noted on weirs. Sludge pop ups noted.

CCC: Hypo-chlorination with feed pump. 2 feet visibility.

Well water utilized for cleanup.

FLOW MEASUREMENT: In compliance.

Steven's effluent flow meter w/graph interface. The last calibration date noted was 12/07 by FRWA.

OPERATION AND MAINTENANCE: Facility is well maintained.

EFFLUENT: In compliance.

V-notch weir of the effluent flow meter. A review of the DMRs by Orlando Office staff from 6/07 to 12/07 were satisfactory.

GROUND WATER: N/A

DISPOSAL METHOD: In compliance.

The 2 ponds have a total wetted area of approximately 20,000 square feet (north pond was dry and the south pond had 5 feet freeboard). 15 feet freeboard noted in east (third) pond. Third pond was dry. A fence has been built on the north perimeter of the facility to promote restricted access.

RESIDUALS MANAGEMENT: In compliance.

American Bioclean RMF/All Sanitation hauls residuals.

OTHER:



Florida Department of Environmental Protection

Central District
3319 Maguire Boulevard, Suite 232
Orlando, Florida 32803-3767

Charlie Crist
Governor

Jeff Kottkamp
Lt. Governor

Michael W. Sole
Secretary

SENT VIA FAX TO: michael.abramowitz@wyndhamvo.com

May 5, 2009

COLONY PARK UTILITIES
6786 MANGROVE DRIVE
MERRIT ISLAND FL 32953

OCD-C-WW-09-0321

ATTENTION MIKE ABRAMWITZ
OWNER

Brevard County - DW
Colony Park Utilities WWTF
Wastewater Facility - Permit No. FLA010377

Dear Mr. Abramwitz:

On March 27, 2009, Department personnel conducted a routine inspection of your wastewater facility. At the time of the inspection, the overall operation of your facility was found to be in substantial compliance with the terms and conditions in Permit Number FLA010377. A copy of the inspection report is enclosed for your review.

Your continued cooperation with our wastewater program is appreciated. If you have any questions, please contact me at the above address or at (407) 893-3313.

Sincerely,

Tom Powers
Environmental Specialist
Water Facilities

TP/ar

Enclosure: Inspection Report

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
WASTEWATER COMPLIANCE INSPECTION REPORT
FACILITY AND INSPECTION INFORMATION @ = Optional

Name and Physical Location of Facility COLONY PARK TRAILER PARK, WWTF 6786 MANGROVE DRIVE MERRITT ISLAND, FL	WAFR ID: FLA010377	County BREVARD Phone	Entry Date/Time 3/23/09 1:00 @ Exit Date/Time 3/23/09 1:30
Name(s) of Field Representatives(s) MIKE ABRAMOWITZ ROBERT MURPHY	Title GENERAL MANAGER OPERATOR 321-626-3365	Phone 321/453-1400 FAX: 321/453-1947	
Name and Address of Permittee or Designated Representative MIKE ABRAMOWITZ COLONY PARK UTILITIES 6786 MANGROVE DRIVE MERRITT ISLAND, FL 32953	Title GM	Phone	@ Operator Certification # email: colonypark@bellsouth.net
Inspection Type: <input type="checkbox"/> C <input type="checkbox"/> E <input type="checkbox"/> I	Samples Taken(Y/N):	@ Sample ID#:	Samples Split (Y/N):
<input checked="" type="checkbox"/> Domestic <input type="checkbox"/> Industrial	Were Photos Taken(Y/N):	@ Log book Volume :	@ Page

FACILITY COMPLIANCE AREAS EVALUATED

IC = In Compliance; NC = Out of Compliance; SC = Significant out of Compliance; NA = Not Applicable; NE or Blank = Not Evaluated
 Significant Non-Compliance Criteria Should be Reviewed when Out of Compliance Ratings Are Given in Areas Marked by a "♦"

PERMITS/ORDERS		SELF MONITORING PROGRAM		FACILITY OPERATIONS		EFFLUENT/DISPOSAL	
IC	1. ♦ Permit	IC	3. Laboratory	IC	6. Facility Site Review	IC	9. ♦ Effluent Quality
	2. ♦ Compliance Schedules	IC	4. Sampling	IC	7. Flow Measurement	IC	10. ♦ Effluent Disposal
		IC	5. ♦ Records & Reports	IC	8. ♦ Operation & Maintenance	IC	11. Residuals/Sludge
	13. Other:						12. Groundwater

Facility and/or Order Compliance Status: In-Compliance Out-Of-Compliance Significant-Out-Of-Compliance

Recommended Actions:

Name(s) and Signature(s) of Inspector(s) TOM POWERS <i>T. Powers</i>	District Office/Phone Number Orlando 407/893-3313	Date April 20, 2009
@ Signature of Reviewer CLARENCE ANDERSON <i>Clarence Anderson</i>	District Office/Phone Number Orlando 407/893-3313	Date 4/30/09

INSPECTION COMMENTS

At the time of the inspection, the facility gate was locked. WWTF appeared to be operating efficiently. Attempt to re-inspection in near future.

PERMIT: In compliance.
FLA010377 expires 3/1/12.

COMPLIANCE SCHEDULES: N/A.

RECORDS AND REPORTS: In compliance.

Logbook on-site. Certified operator on site for 1/2 hour per day 5 days a week and on weekend visit. Stored in locked shed.

Calibration of pH and chlorine meters is being documented in bound book.

Discharge Monitoring Reports (DMRs), chains of custody and lab results were on site for Department review.

LABORATORY: In compliance.

Pace Analytical Laboratory, Department of Health certified.

SAMPLING: In compliance.

Operator performs required influent and effluent grab sampling.

HACH DR 100 is utilized for total residual chlorine. Fisher Scientific 1001. Two- point calibration pH meter is utilized.

FACILITY SITE REVIEW: In compliance.

0.070 MGD average daily flow extended aeration sewage treatment plant.

Access: Locked fence with gate.

Aeration: 1 blower, MLSS chocolate brown. No odor. Aerobic digester. Backup blower noted.

Clarifier: Rectangular unit.

CCC: Hypo-chlorination with feed pump.

Well water utilized for cleanup.

FLOW MEASUREMENT: In compliance.

Steven's effluent flow meter w/graph interface. The last calibration date noted was 12/22/08 by FRWA.

OPERATION AND MAINTENANCE: Facility is well maintained.

EFFLUENT: In compliance.

V-notch weir of the effluent flow meter. A review of the DMRs by Orlando Office staff from 1/08 to 1/09 was satisfactory.

GROUND WATER: N/A

DISPOSAL METHOD: In compliance.

The 2 ponds have a total wetted area of approximately 20,000 square feet (north pond was dry and the south pond had 5 feet freeboard). 15 feet freeboard noted in east (third) pond. Third pond was dry. A fence has been built on the north perimeter of the facility to promote restricted access.

RESIDUALS MANAGEMENT: In compliance.

American Bioclean RMF/All Sanitation hauls residuals.

OTHER:



Florida Department of Environmental Protection

Central District
3319 Maguire Boulevard, Suite 232
Orlando, Florida 32803-3767

Rick Scott
Governor

Jennifer Carroll
Lt. Governor

Herschel T. Vinyard, Jr.
Secretary

SENT VIA EMAIL TO: jerome@stillwatercompanies.com

April 16, 2012

JEROME S. STEWART
STILL WATER COMPANIES, REALTY
1312 EAST ROBINSON STREET
ORLANDO, FL 32801

OCD-C-WW-12-0229

ATTENTION JEROME S. STEWART
RECEIVER

Brevard County - DW
Colony Park Trailer Park WWTF
Wastewater Facility - Permit No. FLA010377

Dear Mr. Stewart:

On March 26, 2012, Department personnel conducted a routine inspection of your wastewater facility. At the time of the inspection, the overall operation of your facility was found to be in substantial compliance with the terms and conditions in Permit Number FLA010377. A copy of the inspection report is enclosed for your review.

Your continued cooperation with our wastewater program is appreciated. If you have any questions, please contact Tom Powers at the above address or at (407)897-4168 or (321)229-8930(Cell)

Sincerely,

Tom Powers
Environmental Specialist
Wastewater Compliance/Enforcement

TP/aa

Enclosure: Inspection Report

cc: Robert Murphy, Operator, rm321fl@cfl.rr.com
DW Permitting Section, dennise.judy@dep.state.fl.us

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
WASTEWATER COMPLIANCE INSPECTION REPORT
FACILITY AND INSPECTION INFORMATION

@ = Optional

Name and Physical Location of Facility COLONY PARK TRAILER PARK, WWTF 6786 MANGROVE DRIVE MERRITT ISLAND, FL	WAFR ID: FLA010377	County BREVARD Phone 321/453-1400	Entry Date/Time 3/26/2012 11:00 @ Exit Date/Time 3/26/2012 12:00
Name(s) of Field Representatives(s) JEROME STEWART RICHARD WEDDING ROBERT MURPHY	Title RECEIVER (STILL WATER COMPANIES) MANAGER OPERATOR 321-626-3365 Email: rm321fl@cfl.rr.com	Phone 407-440-2829 EMAIL: Jerome@stillwatercompanies.com	
Name and Address of Permittee or Designated Representative JEROME. S. STEWART STILL WATER COMPANIES REALTY 6786 MANGROVE DRIVE MERRITT ISLAND, FL 32953 (407) 440-2839	Title RECEIVER	Phone	@ Operator Certification # email: colonyparkmhv@gmail.com
Inspection Type: <input checked="" type="checkbox"/> C <input type="checkbox"/> E <input type="checkbox"/> I	Samples Taken(Y/N):	@ Sample ID#:	Samples Split (Y/N):
<input checked="" type="checkbox"/> Domestic <input type="checkbox"/> Industrial	Were Photos Taken(Y/N):	@ Log book Volume :	@ Page

FACILITY COMPLIANCE AREAS EVALUATED

IC = In Compliance; NC = Out of Compliance; SC = Significant out of Compliance; NA = Not Applicable; NE or Blank = Not Evaluated
 Significant Non-Compliance Criteria Should be Reviewed when Out of Compliance Ratings Are Given in Areas Marked by a "♦"

PERMITS/ORDERS		SELF MONITORING PROGRAM		FACILITY OPERATIONS		EFFLUENT/DISPOSAL	
IC	1. ♦ Permit	IC	3. Laboratory	IC	6. Facility Site Review	IC	9. ♦ Effluent Quality
	2. ♦ Compliance Schedules	IC	4. Sampling	IC	7. Flow Measurement	IC	10. ♦ Effluent Disposal
		IC	5. ♦ Records & Reports	IC	8. ♦ Operation & Maintenance	IC	11. Residuals/Sludge
						IC	12. Groundwater
	14. Other:					NA	13. ♦ SSO Survey

Facility and/or Order Compliance Status: <input checked="" type="checkbox"/> In-Compliance <input type="checkbox"/> Out-Of-Compliance <input type="checkbox"/> Significant-Out-Of-Compliance		
Recommended Actions:		
Name(s) and Signature(s) of Inspector(s) TOM POWERS	District Office/Phone Number Central (407)897-4168 or (321)229-8930(Cell)	Date April 9, 2012
@ Signature of Reviewer CLARENCE ANDERSON	District Office/Phone Number Central (407)897-4166	Date 4/12/12
Single Event Violation Code(s): _____		

INSPECTION COMMENTS

PERMIT: In compliance.

FLA010377 issued 2/23/2012 expires 2/21/2017.

COMPLIANCE SCHEDULES: In compliance.

Improvement Action	Completion Date
1. Repair/replace main concrete tank.	June 30, 2013

A backup blower is on-site.

RECORDS AND REPORTS: In compliance.

Logbook on-site. Certified operator on-site for 1/2 hour per day. 5 days a week and one weekend visit. Stored in locked shed.

Calibration of pH and chlorine meters is being documented in bound book.

Discharge Monitoring Reports (DMRs), chains of custody and lab results were on-site for Department review. Operator has been instructed to fill out DMRs with the required information.

LABORATORY: In compliance.

City of Titusville Laboratory, Department of Health certified.

SAMPLING: In compliance.

Operator performs required influent and effluent grab sampling.

HACH DR 100 is utilized for total residual chlorine. Fisher Scientific 1001 - two- point calibration pH meter is utilized.

FACILITY SITE REVIEW: In compliance.

It is recommended that an influent screening unit be installed to collect debris from entering the wastewater treatment plant. 0.070 MGD average daily flow extended aeration sewage treatment plant.

Access: Locked fence with gate.

Aeration: Slight odors were noted emitting from the aeration basin. Air lift pipe has been replaced. 1 blower, MLSS light brown. No odor. Aerobic digester. Backup blower noted.

Clarifier: Rectangular unit. Turbid.

CCC: Hypo-chlorination with feed pump.

Well water utilized for cleanup.

FLOW MEASUREMENT: In compliance.

Steven's effluent flow meter w/graph interface. The flow meter calibration is to be performed on 4/11/2012 by Litkenhaus and Associates.

OPERATION AND MAINTENANCE: Facility is well maintained.

EFFLUENT QUALITY: In compliance.

V-notch weir of the effluent flow meter. A review of the DMRs by Orlando Office staff from 6/10 to 9/11 was satisfactory. Total Residual Chlorine was 2.8 mg/l.

DISPOSAL METHOD: In compliance.

The 2 ponds have a total wetted area of approximately 20,000 square feet (north pond was dry and the south pond had 4 feet freeboard). 15 feet freeboard noted in east (third) pond. Third pond was dry. The discharge pipe to the east pond is being repaired due to a clogged line.

RESIDUALS MANAGEMENT: In compliance.

SOS Septic to Brownies RMF.

GROUND WATER: N/A

OTHER:



Florida Department of Environmental Protection

Central District
3319 Maguire Boulevard, Suite 232
Orlando, Florida 32803-3767

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Jonathan P. Steverson
Secretary

March 4, 2016

Jerome Steward, Owner
Colony Park Utilities
6710 Orleans Court
Merritt Island, FL 32953

Re: Colony Park WWTF
DW Facility ID #FLA010377
Brevard County

Dear Mr. Steward:

Department personnel conducted an inspection of the above-referenced facility on February 3, 2016. Based on the information provided during and following the inspection, the facility was determined to be in compliance with the Department's rules and regulations. A copy of the inspection report is attached for your records, and any non-compliance items which may have been identified at the time of the inspection have been corrected.

The Department appreciates your efforts to maintain this facility in compliance with state and federal rules. Should you have any questions or comments, please contact Megan Warr at 407-897-2922 or via e-mail at Megan.Warr@dep.state.fl.us.

Sincerely,

A handwritten signature in black ink, appearing to read "Reggie Phillips".

Reggie Phillips, Manager
Central District
Florida Department of Environmental Protection

Enclosure: Inspection Report

cc: Robert Murphy, rmurphy132@cfl.rr.com

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
WASTEWATER COMPLIANCE INSPECTION REPORT
FACILITY AND INSPECTION INFORMATION

@ = Optional

Name and Physical Location of Facility	WAFR ID:	County	Entry Date/Time
Colony Park Utilities 6710 Orleans Court Merritt Island, FL 32953	FLA010377	Brevard	02/03/2016 08:00 AM
		Phone	@ Exit Date/Time
			02/03/2016 08:30 AM
Name(s) of Field Representatives(s)	Title	Email	Phone
Robert Murphy	Operator	rmurphy132@cfl.rr.com	321-626-3365
Name and Address of Permittee or Designated Representative	Title	Phone	@ Operator Certification #
Jerome S. Steward Colony Park Utilities 6786 Mangrove Drive Merritt Island, FL 32953	Owner	407-440-2837	10129

Inspection Type: C E I Samples Taken(Y/N): @ Sample ID#: N/A Samples Split (Y/N): N/A

Domestic Industrial Were Photos Taken(Y/N): N @ Log book Volume : @ Page

FACILITY COMPLIANCE AREAS EVALUATED

IC: In Compliance; MC: Minor Out of Compliance; NC: Out of Compliance SC: Significant Non-Compliance;
 NA: Not Applicable; NE or Blank: Not Evaluated

Significant Non-Compliance Criteria Should be Reviewed When Out of Compliance Ratings Are Given in Areas Marked by a "♦"

PERMITS/ORDERS	SELF MONITORING PROGRAM	FACILITY OPERATIONS	EFFLUENT/DISPOSAL
IC 1. ♦ Permit	IC 3. Laboratory	MC 6. Facility Site Review	IC 9. ♦ Effluent Quality
IC 2. ♦ Compliance Schedules	NE 4. Sampling	IC 7. Flow Measurement	IC 10. ♦ Effluent Disposal
	IC 5. ♦ Records & Reports	MC 8. ♦ Operation & Maintenance	IC 11. Biosolids/Sludge
			NA 12. Groundwater
NA 14. Other:			NA 13. SSO Survey

Facility and/or Order Compliance Status: In-Compliance Out-Of-Compliance Significant-Out-Of-Compliance

Recommended Actions: Letter

Name(s) and Signature(s) of Inspector(s)	District Office/Phone Number	Date
Megan Warr <i>Megan Warr</i>	407-897-2922	02/29/2016
@ Signature of Reviewer	District Office/Phone Number	Date
Reggie Phillips <i>Reggie Phillips</i>	407-897-4132	03/04/2016

Single Event Violation Code(s):

Facility Name: Colony Park Utilities
Inspection Date: February 3, 2016

INSPECTION REPORT SUMMARY

Facility Name: Colony Park Utilities WWTF
Facility ID: FLA010377
Inspection Type: Domestic Wastewater (DW) Compliance Evaluation Inspection (CEI)
Inspection Date: February 3, 2016

FACILITY BACKGROUND:

Facility Address: 6710 Orleans Court, Merritt Island, FL 32953
Program/Permit Information: DW; Permit Issued: 02/23/2012; Permit Expiration: 02/21/2017
Treatment Summary: Aeration, secondary clarification, chlorination, and aerobic digestion of biosolids
Permitted Capacity: 0.070 MGD

1. **Permit:** RATING – In-Compliance

1.1. Observations:

A copy of the current permit is located in the office of the facility. Permit expires 2/21/2017.

2. **Compliance Schedules:** RATING – In-Compliance

2.1 Observations:

- All compliance schedule items have been completed since the time of the previous June 2013 inspection.
- Please note the permit renewal application must be received by the Department at least 180 days prior to permit expiration.

3. **Laboratory:** RATING – In-Compliance

3.1 Observations:

The facility sends samples to the City of Titusville Laboratory. Department of Health certified #E53121.

4. **Sampling:** RATING – Not Evaluated

5. **Records and Reports:** RATING – In-Compliance

5.1 Observations:

- All discharge monitoring reports (DMRs) for the review period of January 2015-December 2015 were received by the Department on time.
- The operators log book is properly bound with numbered pages. The information is organized and contains all necessary sampling and maintenance information. The records indicate the operator is meeting the minimum on site time requirement of five days per week for 0.5 hour per day.
- The operator certifications for Robert Murphy (#0010129) and Linda Murphy (#0005101) are available onsite. Certifications expire 04/30/2017.

Facility Name: Colony Park Utilities

Inspection Date: February 3, 2016

- An operations and maintenance (O&M) manual is located in the shed adjacent to the wastewater facility.
- There is no RPZ backflow prevention device located at this facility.

6. **Facility Site Review:** RATING – Minor Out-of-Compliance

6.1 **Deficiency:**

Two diffusers in the northern aeration basin are not operational at the time of inspection. Sufficient aeration and mixing does not appear to be provided to this portion of the basin.

Permit/Rule or Other Reference:

Chapter 62-620.610(7) – The permittee shall at all times properly operate and maintain the facility and systems of treatment and control, and related appurtenances, that are installed and used by the permittee to achieve compliance with the conditions of (the) permit.

Recommendations for Corrective Action:

Repair the diffuser to operate as designed and restore sufficient aeration and mixing to the northern aeration basin.

Additional Comments:

Mr. Murphy stated via email that the repairs will be completed by 2/18/2016. Verbally confirmed on 2/29/2016 that the repairs have been successfully completed.

6.2 **Deficiency:**

Excessive solids noted on the clarifier surface and algae noted on the weir.

Permit/Rule or Other Reference:

Chapter 62-620.610(7) – The permittee shall at all times properly operate and maintain the facility and systems of treatment and control, and related appurtenances, that are installed and used by the permittee to achieve compliance with the conditions of (the) permit.

Recommendations for Corrective Action:

Perform necessary operational adjustments to prevent solids and algae accumulation.

Additional Comments:

Mr. Murphy confirmed via email on 2/11/2016 that in order to address the above issues, there will be an increase of the wasting of solids via the return activated sludge (RAS) and an increased skimming and rinsing frequency to daily. Verbally confirmed on 2/29/2016 that the adjustments have produced sufficient results and the operational changes will remain in place.

6.2 Observations:

- *Access Control* - The facility grounds for the plant were properly locked and secured by a fence. Advisory sign is posted at the gate entrance.

Facility Name: Colony Park Utilities

Inspection Date: February 3, 2016

- *Aeration Basin/Blower* - The facility contains one (1) operational blower, one (1) back-up blower, and two (2) aeration basins. No excessive foam, noise, or odor were observed. Deficiency noted above in *Section 6.1*.
- *Clarifier* - The facility contains one clarifier. The weir appeared level and secure. Deficiency noted above in *Section 6.2*.
- *Disinfection* - Sodium hypochlorite is used for disinfection on site.
- *Digester/ Sludge Holding Tank* - The facility contains one sludge holding basin. There is sufficient storage available, no excessive odors were noticed, and no insects/vectors were observed.
- *Lift Station* - The facility contains one lift station with two pumps. It is contained within the locking fence of the water treatment grounds. Audible and visible alarms are present.

7. **Flow Measurement:** RATING – In-Compliance

7.1 Observations:

The flow meter was annual certified by the Florida Rural Water Association on 5/6/2016. Certification is located on site.

8. **Operation and Maintenance:** RATING – Minor Out-of-Compliance

8.1 Observations:

- Operational adjustments were necessary to ensure compliance with proper plant functionality as noted in *Section 6- Facility Site Review*.
- Rust and corrosion of the safety rails of the plant were noted at the time of inspection. On 2/11/2016, the facility confirmed that they have placed bids to replace the safety rails. Estimated completion date for the replacement was stated as August 2016.

9. **Effluent Quality:** RATING – In-Compliance

9.1 Observations:

The DMR review period extended from January 2015 – December 2015. No exceedances or effluent quality issues were reported during this time

10. **Effluent Disposal:** RATING – In-Compliance

10.1 Observations:

The facility has three (3) rapid infiltration basins (RIBs) for effluent disposal. Duckweed is noted on the pond surfaces. The vegetation along the perimeter is well maintained and sufficient freeboard is available. Ensure effluent disposal continues to be rotated to allow sufficient time for each RIB to be allowed to dry during the resting portion of the rotation schedule.

11. **Biosolids/Sludge:** RATING – In-Compliance

11.1 Observations:

Facility Name: Colony Park Utilities

Inspection Date: February 3, 2016

Biosolids are hauled approximately once per year to BCUD South Central. Please maintain all biosolid hauling records for the required five year span.

12. **Groundwater Quality:** RATING – Not Applicable

13. **SSO Survey:** RATING – Not Applicable

14. **Other:** RATING – Not Applicable

EXHIBIT K
Rule 25-30.037(2)(r)

A copy of all of the utility's correspondence with the DEP, county health department, and water management district, including consent orders and warning letters, and the utility's responses to the same, for the past five years.

N/A. No correspondence exist.

Powers, Tom

From: Powers, Tom
Sent: Thursday, March 22, 2012 10:41 AM
To: 'pdaniel@psc.state.fl.us'
Cc: Miller, Gary; Anderson, Clarence
Subject: FW: Colony Park

Patty,
Please see below contacts for Colony Park Utilities. According to Ted Sanders with Stillwater, it is my understanding is that the utility is in receivership. I will be performing a site visit on Monday.
If you have any further questions, please let me know. Thanks.tp

-----Original Message-----

From: rm321fl@cfl.rr.com [<mailto:rm321fl@cfl.rr.com>]
Sent: Wednesday, March 21, 2012 1:30 PM
To: Powers, Tom
Subject: Colony Park

Tom;

Contact numbers:

Jerome Stewart
jerome@stillwatercompanies.com
321 231-5829
407 440-2839

Ted Sanders
Ted@stillwatercompanies.com
407 334-3384
407 440-2837

EXHIBIT L
Rule 25-30.037(2)(r)

A copy of all customer complaints that the utility has received regarding DEP secondary water quality standards during the past five years.

N/A no DEP complaints on the wastewater system. This is wastewater only.

EXHIBIT M
Rule 25-30.037(2)(u)

Tariff sheets reflecting any changes resulting from the transfer. Form PSC 1010 (12/15), entitled "Water Tariff" and Form PSC 1011 (12/15), entitled "Wastewater Tariff," which are incorporated by reference in Rule 25-30.033, F.A.C., are example tariffs that may be completed by the applicant and included in the application.

See Attached.

WASTEWATER TARIFF

MERRITT ISLAND UTILITY COMPANY
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WASTEWATER TARIFF

MERRITT ISLAND UTILITY COMPANY
NAME OF COMPANY

4939 Cross Bayou Blvd.

New Port Richey, FL 34652
(ADDRESS OF COMPANY)

(727) 848-8292
(Business & Emergency Telephone Numbers)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WS-15-0098

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

WASTEWATER TARIFF

TABLE OF CONTENTS

	<u>Sheet Number</u>
Communities Served Listing.....	4.0
Description of Territory Served.....	3.1
Index of	
Rates and Charges Schedules.....	11.0
Rules and Regulations	6.0
Service Availability Policy.....	18.0
Standard Forms.....	20.0
Technical Terms and Abbreviations	5.0
Territory Authority	3.0

TERRITORY AUTHORITY

CERTIFICATE NUMBER – 137-S

COUNTY – Brevard

COMMISSION ORDER(S) APPROVING TERRITORY SERVED –

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
6365	12/02/1974	73391-S	Original Certificate
7296	06/28/1976	750664-S	Transfer of Certificate
PSC-03-0320-FOF-SU	03/06/2003	020930-SU	TMOC
PSC-07-0420-FOF-SU	05/14/2007	060636-SU	TMOC
PSC-14-0673-PAA-SU	12/05/2014	120285-SU	Transfer of Certificate

DESCRIPTION OF TERRITORY SERVED

In Township 23 South, Range 36 East, Brevard County, Florida

Section 15

Commence at the Southeast corner of said Section 15 for a Point of Beginning. Thence run North 0°39'04" West along the East line of said Section 15, 1236.97 feet; thence North 89°35'04" West, 477.46 feet; thence South 00°38'31" West, 25.00 feet; thence South 68°21'32" West, 84.30 feet; thence South 76°38'12" West, 83.63 feet; thence South 89°20'56" West, 234.00 feet; thence South 00°39'04" East, 150.00 feet; thence North 89°20'56" East, 5.00 feet; thence South 00°39'04" West, 489.79 feet; thence South 87°45'45" West, 358.30 feet; thence South 2°14'15" East, 150 feet to a point on the South boundary of St. Charles Avenue; thence Westerly 30 feet, more or less; thence South 2°14'15" East, 400 feet, more or less, to a point on the South boundary of said Section 15, thence North 87°45'45" East along the South boundary of said Section 15, 1250 feet, more or less, to the Point of Beginning.

Section 14

Commence at the Southwest corner of said Section 14; thence run North 0°39'04" West along the West boundary of Section 14, 320 feet, more or less, to the Point of Beginning which is also the Southwest corner of the aforesaid parcel; thence North 0°39'04" West along the West line of said parcel, a distance of 947.98 feet; thence North 87°05'16" East, a distance of 710.58 feet; thence North 0°48'54" West, a distance of 10 feet to the North line of said parcel; thence North 89°11'06" East along the North line of said parcel, a distance of 569.57 feet; thence South 2°00'25" East, a distance of 985.11 feet to a point on the South line of said parcel; thence South 89°13'32" West along the South line of said parcel, a distance of 1302.88 feet to the Point of Beginning.

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule(s) Available</u>	<u>Sheet No.</u>
Brevard	Colony Park	GS, RS, BS	12.0, 13.0, & 14.0

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - The abbreviation for "Base Facility Charge" which is the minimum amount the Company may charge its Customers and is separate from the amount the Company bills its Customers for wastewater consumption.
- 2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide wastewater service in a specific territory.
- 3.0 "COMMISSION" - The shortened name for the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" - The group of Customers who receive wastewater service from the Company and whose service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "COMPANY" - The shortened name for the full name of the utility, which is MERRITT ISLAND UTILITY COMPANY
- 6.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive wastewater service from the Company and who is liable for the payment of that wastewater service.
- 7.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of the installation for disposing of wastewater located on the Customer's side of the Service Connection whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 8.0 "MAIN" - A pipe, conduit, or other facility used to convey wastewater service from individual service lines or through other mains.
- 9.0 "RATE" - Amount which the Company may charge for wastewater service which is applied to the Customer's water consumption.
- 10.0 "RATE SCHEDULE" - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- 11.0 "SERVICE" - As mentioned in this tariff and in agreement with Customers, "Service" shall be construed to include, in addition to all wastewater service required by the Customer, the readiness and ability on the part of the Company to furnish wastewater service to the Customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.
- 12.0 "SERVICE CONNECTION" - The point where the Company's pipes or meters are connected with the pipes of the Customer.
- 13.0 "SERVICE LINES" - The pipes between the Company's Mains and the Service Connection and which includes all of the pipes, fittings and valves necessary to make the connection to the Customer's premises, excluding the meter.
- 14.0 "TERRITORY" - The geographical area described, if necessary, by metes and bounds but, in all cases, with township, range and section in a Certificate, which may be within or without the boundaries of an incorporated municipality and may include areas in more than one county.

INDEX OF RULES AND REGULATIONS

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Access to Premises	9.0	12.0
Adjustment of Bills	10.0	20.0
Application	7.0	3.0
Applications by Agents	7.0	4.0
Change of Customer's Installation.....	8.0	10.0
Continuity of Service.....	8.0	8.0
Customer Billing	9.0	15.0
Delinquent Bills.....	10.0	17.0
Evidence of Consumption	10.0	22.0
Extensions	7.0	6.0
Filing of Contracts.....	10.0	21.0
General Information.....	7.0	1.0
Inspection of Customer's Installation.....	8.0	11.0
Limitation of Use.....	8.0	9.0
Payment of Water and Wastewater Service Bills Concurrently	9.0	16.0
Protection of Company's Property.....	9.0	13.0
Refusal or Discontinuance of Service	7.0	5.0
Right-of-way or Easements	9.0	14.0
Tariff Dispute	7.0	2.0
Termination of Service.....	10.0	18.0
Type and Maintenance	7.0	7.0
Unauthorized Connections – Wastewater	10.0	19.0

RULES AND REGULATIONS

- 1.0 GENERAL INFORMATION - These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every Customer to whom the Company renders wastewater service.

The Company shall provide wastewater service to all Customers requiring such service within its Certificated territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes.

- 2.0 TARIFF DISPUTE - Any dispute between the Company and the Customer or prospective Customer regarding the meaning or application of any provision of this tariff shall be resolved pursuant to Rule 25-22.032, Florida Administrative Code.
- 3.0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. The Company shall provide each Applicant with a copy of the brochure entitled "Your Water and Wastewater Service," prepared by the Florida Public Service Commission.
- 4.0 APPLICATIONS BY AGENTS - Applications for wastewater service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.
- 5.0 REFUSAL OR DISCONTINUANCE OF SERVICE - The Company may refuse or discontinue wastewater service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.
- 6.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- 7.0 TYPE AND MAINTENANCE - In accordance with Rule 25-30.545, Florida Administrative Code, the Customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all laws and governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the wastewater service. The Company reserves the right to discontinue or withhold wastewater service to such apparatus or device.

(Continued to Sheet No. 8.0)

(Continued from Sheet No. 7.0)

- 8.0 CONTINUITY OF SERVICE - In accordance with Rule 25-30.250, Florida Administrative Code, the Company will at all times use reasonable diligence to provide continuous wastewater service and, having used reasonable diligence, shall not be liable to the Customer for failure or interruption of continuous wastewater service.

If at any time the Company shall interrupt or discontinue its service, all Customers affected by said interruption or discontinuance shall be given not less than 24 hours written notice.

- 9.0 LIMITATION OF USE - Wastewater service purchased from the Company shall be used by the Customer only for the purposes specified in the application for wastewater service. Wastewater service shall be rendered to the Customer for the Customer's own use and shall be collected directly into the Company's main wastewater lines.

In no case shall a Customer, except with the written consent of the Company, extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish wastewater service to the adjacent property even though such adjacent property may be owned by him. In case of such unauthorized extension, sale, or disposition of service, the Customer's wastewater service will be subject to discontinuance until such unauthorized extension, remetering, sale or disposition of service is discontinued and full payment is made to the Company for wastewater service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections. (This shall not be construed as prohibiting a Customer from remetering.)

- 10.0 CHANGE OF CUSTOMER'S INSTALLATION - No changes or increases in the Customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The Customer shall be liable for any change resulting from a violation of this Rule.

- 11.0 INSPECTION OF CUSTOMER'S INSTALLATION - All Customer's wastewater service installations or changes shall be inspected upon completion by a competent authority to ensure that the Customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local laws and governmental regulations. Where municipal or other governmental inspection is required by local rules and ordinances, the Company cannot render wastewater service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company.

Notwithstanding the above, the Company reserves the right to inspect the Customer's installation prior to rendering wastewater service, and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

(Continued to Sheet No. 9.0)

(Continued from Sheet No. 8.0)

- 12.0 ACCESS TO PREMISES - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the Customer shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.
- 13.0 PROTECTION OF COMPANY'S PROPERTY - The Customer shall exercise reasonable diligence to protect the Company's property. If the Customer is found to have tampered with any Company property or refuses to correct any problems reported by the Company, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code. In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect, or misuse by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer.
- 14.0 RIGHT-OF-WAY OR EASEMENTS - The Customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of wastewater service.
- 15.0 CUSTOMER BILLING - Bills for wastewater service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule.

In accordance with Rule 25-30.335, Florida Administrative Code, the Company may not consider a Customer delinquent in paying his or her bill until the twenty-first day after the Company has mailed or presented the bill for payment.

A municipal or county franchise tax levied upon a water or wastewater public utility shall not be incorporated into the rate for water or wastewater service but shall be shown as a separate item on the Company's bills to its Customers in such municipality or county.

If a utility utilizes the base facility and usage charge rate structure and does not have a Commission authorized vacation rate, the Company shall bill the Customer the base facility charge regardless of whether there is any usage.

- 16.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any wastewater service bill rendered by the Company to a Customer shall not be accepted by the Company without the simultaneous or concurrent payment of any water service bill rendered by the Company.

(Continued to Sheet No. 10.0)

(Continued from Sheet No. 9.0)

- 17.0 DELINQUENT BILLS - When it has been determined that a Customer is delinquent in paying any bill, wastewater service may be discontinued after the Company has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code.
- 18.0 TERMINATION OF SERVICE - When a Customer wishes to terminate service on any premises where wastewater service is supplied by the Company, the Company may require reasonable notice to the Company in accordance with Rule 25-30.325, Florida Administrative Code.
- 19.0 UNAUTHORIZED CONNECTIONS - WASTEWATER - Any unauthorized connections to the Customer's wastewater service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 20.0 ADJUSTMENT OF BILLS - When a Customer has been undercharged as a result of incorrect application of the rate schedule or, if wastewater service is measured by water consumption and a meter error is determined, the amount may be credited or billed to the Customer as the case may be, pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.
- 21.0 FILING OF CONTRACTS - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.
- 22.0 EVIDENCE OF CONSUMPTION - The initiation or continuation or resumption of water service to the Customer's premises shall constitute the initiation or continuation or resumption of wastewater service to the Customer's premises regardless of occupancy.

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
Customer Deposits	14.0
General Service, GS.....	12.0
Bulk Service, BS.....	13.1
Miscellaneous Service Charges	15.0
Residential Service, RS.....	13.0

GENERAL SERVICE

RATE SCHEDULE (GS)

- AVAILABILITY – Available throughout the area served by the Company.
- APPLICABILITY – For wastewater service to all Customers for which no other schedule applies.
- LIMITATIONS – Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD – Monthly
- RATE –

<u>Meter Size:</u>	<u>Base Facility Charge:</u>
5/8" x 3/4"	\$10.75
3/4"	\$16.12
1"	\$26.87
1-1/2"	\$53.73
2"	\$85.97
3"	\$171.93
4"	\$268.64
6"	\$537.28
Charge per 1,000 gallons	\$3.44

- MINIMUM CHARGE – Base Facility Charge
- TERMS OF PAYMENT – Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for wastewater service, service may then be discontinued.

EFFECTIVE DATE –

TYPE OF FILING – Transfer of Certificate

RESIDENTIAL SERVICE

RATE SCHEDULE (RS)

- AVAILABILITY – Available throughout the area served by the Company.
- APPLICABILITY – For wastewater service for all purposes in private residences and individually metered apartment units.
- LIMITATIONS – Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD – Monthly

RATE –

<u>Meter Size</u>	<u>Base Facility Charge</u>
All meter sizes	\$10.75
Charge per 1,000 gallons 6,000 gallon cap	\$2.87

- MINIMUM CHARGE – Base Facility Charge
- TERMS OF PAYMENT – Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.

EFFECTIVE DATE –

TYPE OF FILING – Transfer of Certificate

WS-15-0098

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

BULK SERVICE

RATE SCHEDULE (BS)

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For wastewater service to Colony Park Mobile Home Park.

LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

RATE -

Base Facility Charge	\$1,289.47
Charge per 1,000 gallons 720,000 gallon cap	\$ 3.44

MINIMUM CHARGE - Base Facility Charge

TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING - Transfer of Certificate

WS-15-0098

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

CUSTOMER DEPOSITS

ESTABLISHMENT OF CREDIT - Before rendering wastewater service, the Company may require an Applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the Customer from complying with the Company's rules for prompt payment. Credit will be deemed so established if the Customer complies with the requirements of Rule 25-30.311, Florida Administrative Code.

AMOUNT OF DEPOSIT - The amount of initial deposit shall be the following according to meter size:

<u>Residential Service</u>	<u>General Service</u>
N/A	N/A

ADDITIONAL DEPOSIT - Under Rule 25-30.311(7), Florida Administrative Code, the Company may require a new deposit, where previously waived or returned, or an additional deposit in order to secure payment of current bills provided.

INTEREST ON DEPOSIT - The Company shall pay interest on Customer deposits pursuant to Rules 25-30.311(4) and (4a). The Company will pay or credit accrued interest to the Customer's once each year.

REFUND OF DEPOSIT - After a residential Customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the Customer's deposit provided the Customer has met the requirements of Rule 25-30.311(5), Florida Administrative Code. The Company may hold the deposit of a non-residential Customer after a continuous service period of 23 months and shall pay interest on the non-residential Customer's deposit pursuant to Rules 25-30.311(4) and (5), Florida Administrative Code.

Nothing in this rule shall prohibit the Company from refunding a Customer's deposit in less than 23 months.

EFFECTIVE DATE -

TYPE OF FILING - Transfer of Certificate

WS-15-0098

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

MISCELLANEOUS SERVICE CHARGES

The Company may charge the following miscellaneous service charges in accordance with the terms stated herein. If both water and wastewater services are provided, only a single charge is appropriate unless circumstances beyond the control of the Company require multiple actions.

INITIAL CONNECTION - This charge may be levied for service initiation at a location where service did not exist previously.

NORMAL RECONNECTION - This charge may be levied for transfer of service to a new Customer account at a previously served location or reconnection of service subsequent to a Customer requested disconnection.

VIOLATION RECONNECTION - This charge may be levied prior to reconnection of an existing Customer after disconnection of service for cause according to Rule 25-30.320(2), Florida Administrative Code, including a delinquency in bill payment.

PREMISES VISIT CHARGE (IN LIEU OF DISCONNECTION) - This charge may be levied when a service representative visits a premises for the purpose of discontinuing service for nonpayment of a due and collectible bill and does not discontinue service because the Customer pays the service representative or otherwise makes satisfactory arrangements to pay the bill.

Schedule of Miscellaneous Service Charges

Initial Connection Charge	\$15.00
Normal Reconnection Charge	\$15.00
Violation Reconnection Charge	Actual Cost
Premises Visit Charge (in lieu of disconnection)	\$10.00

EFFECTIVE DATE -

TYPE OF FILING - Transfer of Certificate

WS-15-0098

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

INDEX OF SERVICE AVAILABILITY POLICY AND CHARGES

<u>Description</u>	<u>Sheet Number</u>
Schedule of Charges.....	18.0
Service Availability Policy.....	17.0

SERVICE AVAILABILITY POLICY

The Utility is built out and has no approved service availability charges.

SERVICE AVAILABILITY CHARGES

NOT APPLICABLE

EFFECTIVE DATE -

TYPE OF FILING - Transfer of Certificate

WS-15-0098

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE

INDEX OF STANDARD FORMS

<u>Description</u>	<u>Sheet No.</u>
APPLICATION FOR WASTEWATER SERVICE	20.0
COPY OF CUSTOMER'S BILL	21.0

APPLICATION FOR WASTEWATER SERVICE

NOT APPLICABLE

BILLING PROVIDED BY CITY OF COCOA

COPY OF CUSTOMER'S BILL

NOT APPLICABLE

BILLING PROVIDED BY CITY OF COCOA

EXHIBIT N
Rule 25-30.037(2)(t)

The proposed net book value of the system as of the date of the proposed transfer, and a statement setting out the reasons for the inclusion of an acquisition adjustment, if one is requested. If rate base has been established by this Commission, provide the docket and the order number. In addition, provide a schedule of all subsequent changes to rate base.

The net book value was last established by the PSC in Order No. PSC-14-0673-PAA-SU, issued December 5, 2014, in Docket No. 120285-SU.

Based on the 2015 Annual Report on file with the PSC, it appears that the utility has over-depreciated its utility plant in service. The Plant in Service (less land) equates to \$139,494; while the Accumulated Depreciation equates to \$169,417. Land should not be depreciated. The only plant in service component with value is the land as established in the above reference order.

Therefore, based on the above referenced PSC Order and 2015 Annual Report, the proposed net book value of the water system as of December 31, 2015 is as follows:

Water:

Plant in Service:	\$ 138,494
Land	30,479
Accumulated Depreciation:	(138,494)
CIAC:	(23,500)
Accumulated Amortization:	<u>23,500</u>
Net Book Value:	<u>\$ 30,479</u>

CLASS "C"

**OFFICIAL COPY
Public Service Commission
Do Not Remove From this Office**

WATER AND/OR WASTEWATER UTILITIES

(Gross Revenue of Less Than \$200,000 Each)

ANNUAL REPORT

OF
Lora McCabe- Accountant for
COLONY PARK DEVELOPMENT UTILITIES, LLC/MARSHALL KANNER
Exact Legal Name of Respondent

SU958-15-R

Certificate Number(s)

Submitted To The

STATE OF FLORIDA

RECEIVED
FLORIDA PUBLIC SERVICE
COMMISSION
2016 MAY 27 AM 5:19
DIVISION OF
ACCOUNTING & MANAGEMENT

PUBLIC SERVICE COMMISSION

FOR THE

YEAR ENDED DECEMBER 31, 2015

UTILITY NAME: Colony Park Development Utilities LLC

YEAR OF REPORT
DECEMBER 31, 2015

WASTEWATER UTILITY PLANT ACCOUNTS

Acct. No. (a)	Account Name (b)	Previous Year (c)	Additions (d)	Retirements (e)	Current Year (f)
351	Organization_____	\$ 29950	\$ _____	\$ _____	\$ 29950
352	Franchises_____	_____	_____	_____	_____
353	Land and Land Rights_____	30506	_____	_____	30506
354	Structures and Improvements_____	30479	_____	_____	30479
355	Power Generation Equipment_____	_____	_____	_____	_____
360	Collection Sewers - Force_____	28128	_____	_____	28128
361	Collection Sewers - Gravity_____	_____	_____	_____	_____
362	Special Collecting Structures_____	_____	_____	_____	_____
363	Services to Customers_____	500	_____	_____	500
364	Flow Measuring Devices_____	3500	_____	_____	3500
365	Flow Measuring Installations_____	_____	_____	_____	_____
370	Receiving Wells_____	13066	_____	_____	13066
371	Pumping Equipment_____	3536	_____	_____	3536
380	Treatment and Disposal Equipment_____	27546	_____	_____	27546
381	Plant Sewers_____	1789	_____	_____	1789
382	Outfall Sewer Lines_____	_____	_____	_____	_____
389	Other Plant and Miscellaneous Equipment_____	_____	_____	_____	_____
390	Office Furniture and Equipment_____	_____	_____	_____	_____
391	Transportation Equipment_____	_____	_____	_____	_____
392	Stores Equipment_____	_____	_____	_____	_____
393	Tools, Shop and Garage Equipment_____	_____	_____	_____	_____
394	Laboratory Equipment_____	_____	_____	_____	_____
395	Power Operated Equipment_____	_____	_____	_____	_____
396	Communication Equipment_____	_____	_____	_____	_____
397	Miscellaneous Equipment_____	_____	_____	_____	_____
398	Other Tangible Plant_____	_____	_____	_____	_____
	Total Wastewater Plant_____	\$ 169000	\$ _____	\$ _____	\$ 169000 *

* This amount should tie to sheet F-5.

UTILITY NAME: Colony Park Development Utilities LLC

YEAR OF REPORT DECEMBER 31, 2015

ANALYSIS OF ACCUMULATED DEPRECIATION BY PRIMARY ACCOUNT - WASTEWATER

Acct. No. (a)	Account (b)	Average Service Life in Years (c)	Average Salvage in Percent (d)	Depr. Rate Applied (e)	Accumulated Depreciation Balance Previous Year (f)	Debits (g)	Credits (h)	Accum. Depr. Balance End of Year (f-g+h=i) (i)
354	Structures and Improvements		%	%	\$ 167673	\$	\$ 1744	\$ 169417
355	Power Generation Equipment		%	%				
360	Collection Sewers - Force		%	%				
361	Collection Sewers - Gravity		%	%				
362	Special Collecting Structures		%	%				
363	Services to Customers		%	%				
364	Flow Measuring Devices		%	%				
365	Flow Measuring Installations		%	%				
370	Receiving Wells		%	%				
371	Pumping Equipment		%	%				
380	Treatment and Disposal Equipment		%	%				
381	Plant Sewers		%	%				
362	Outfall Sewer Lines		%	%				
389	Other Plant and Miscellaneous Equipment		%	%				
390	Office Furniture and Equipment		%	%				
391	Transportation Equipment		%	%				
392	Stores Equipment		%	%				
393	Tools, Shop and Garage Equipment		%	%				
394	Laboratory Equipment		%	%				
395	Power Operated Equipment		%	%				
396	Communication Equipment		%	%				
397	Miscellaneous Equipment		%	%				
398	Other Tangible Plant		%	%				
	Totals				\$ 167673	\$	\$ 1744	\$ 169417 *

* This amount should tie to Sheet F-5.

EXHIBIT O
Rule 25-30.037(2)(p)

A statement from the buyer that it has obtained or will obtain copies of all of the federal income tax returns of the seller from the date the utility was first established or the rate base was last established by the Commission, whichever is later. If the tax returns have not been obtained, provide a description of the steps taken to obtain the tax returns.

Seller did not provide any tax records. Since plant in service is fully depreciated, these are not relevant.

EXHIBIT P
Rule 25-30.037(2)(t)

A statement regarding the disposition of outstanding regulatory assessment fees, fines, or refunds owed and which entity will be responsible for paying regulatory assessment fees and filing the annual report for the year of the transfer and subsequent years.

Colony Waste Services, LLC is responsible for filing the Annual Report and RAFs for 2016 from April 2016 through the end of 2016. Previous owner should be responsible for RAFs from January 2016 through March 2016..

Merritt Island Utility Company, Inc. is responsible for the 2017 Annual Reports and 2017 RAFs and subsequent years. Merritt Island Utility Company did not operate or own the utility in 2016 and did not collect any revenues in 2016.

EXHIBIT Q
Rule 25-30.037(2)(v)

If the buyer owns other water or wastewater utilities that are regulated by the Commission, provide a schedule reflecting any economies of scale that are anticipated to be achieved within the next three years and the effect on rates for existing customers served by both the utility being purchased and the buyer's other utilities.

Below is a listing of other water and wastewater utilities regulated by the PSC by the majority shareholder of Pine Harbour Waterworks, Inc.

<u>Utility</u>	<u>Cerrificate No.</u>
Harbor Utility Company	522-W
Lakeside Utility Company	567-W & 494-S
LP Utility Company	620-W & 533-S
HC Utility Company	422-W & 359-S
Brevard Utility Company	002-W
Sunny Hills Utility Company	501-W & 435-S
Lake Osborne Utility Company	053-W
Jumper Creek Utility Company	667-W & 507-S
The Woods Utility Company	507-W & 441-S
Country Walk Utilities, Inc.	579-W
Raintree Waterworks, Inc.	539-W
Brendenwood Waterworks, Inc.	339-W
Lake Idlewild Utility Company	531-W
Black Bear Waterworks, Inc.	654-W
North Charlotte Waterworks, Inc.	Pending – Docket No. 160058-WS
Pine Harbour Waterworks, Inc.	Pending – Docket NO. 160169-WU

The majority shareholder is also the majority shareholder of U.S. Water Services Corporaiton. The economies of scale exist by a sharing of administrative costs from U.S. Water Services Corporation through the operation, maintenance, customers service, and management contracts. These administrative costs include management of the utilities, accounting services, regulatory compliance, administrative, etc. These costs are spread or allocated over all the customers of the regulated utilities on an ERC basis. As more utilities are acquired and more customers are added, these costs are thereby reduced. This results in lower Contractual Service expenses for the newly acquired utilities. This economies of scale is achieved by directly lowering these administrative costs to the customers through the U.S. Water Services contract.

EXHIBIT R
Rule 25-30.030

Provide proof of noticing pursuant to Rule 25-30.030, FAC.

To be provided late-filed.

FLORIDA PUBLIC SERVICE COMMISSION
INSTRUCTIONS FOR COMPLETING EXAMPLE
APPLICATION FOR TRANSFER OF CERTIFICATES OR FACILITIES
FROM A REGULATED UTILITY TO ANOTHER REGULATED UTILITY

**(Pursuant to Section 367.071, Florida Statutes, and
Rule 25-30.037(2), Florida Administrative Code)**

General Information

The attached form is an example application that may be completed by the applicant and filed with the Office of Commission Clerk to comply with Rule 25-30.037(2), Florida Administrative Code (F.A.C.). Any questions regarding this form should be directed to the Division of Engineering at (850) 413-6910.

Instructions

1. Pursuant to Rule 25-30.037(1)(a), F.A.C., if a transfer occurs prior to Commission approval, the utility shall submit an application for authority to transfer no later than 90 days after the sale closing date.
2. Fill out the attached application form completely and accurately.
3. Complete all the items that apply to your utility. If an item is not applicable, mark it "N.A." Do not leave any items blank.
4. Remit the proper filing fee pursuant to Rule 25-30.020, F.A.C., with the application.
5. Provide proof of noticing pursuant to Rule 25-30.030, F.A.C. This may be provided as a late-filed exhibit.
6. The completed application, attached exhibits, and the proper filing fee should be mailed to:

**Office of Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850**

**APPLICATION FOR TRANSFER OF CERTIFICATES OR FACILITIES
FROM A REGULATED UTILITY TO ANOTHER REGULATED UTILITY**

**(Pursuant to Section 367.071, Florida Statutes, and
Rule 25-30.037(2), Florida Administrative Code)**

Pursuant to Rule 25-30.037(1)(a), F.A.C., if a transfer occurs prior to Commission approval, the utility shall submit an application for authority to transfer no later than 90 days after the sale closing date.

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

The undersigned hereby makes application for the transfer of facilities and transfer or cancellation of Water Certificate No. _____ and/or Wastewater Certificate No. 137-S and amendment of Water Certificate No. _____ and/or Wastewater Certificate No. _____ in Brevard County, Florida, and submits the following information:

PART I

APPLICANT INFORMATION

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

Colony Park Development Utilities, LLC

Utility Name

4000 Hollywood Blvd., Suite 500N

Office Street Address

Hollywood

FL

33021

City

State

Zip Code

Mailing Address (if different from Street Address)

City

State

Zip Code

(321) 453-1400

Phone Number

() -

Fax Number

Federal Employer Identification Number

colonypark@yahoo.com

E-Mail Address

N/A

Website Address

137-S

Water Certificate No.

Wastewater Certificate No.

- B) The contact information of the seller's authorized representative to contact concerning this application:

Gary Phillips / Marshall Kanner

Name

4000 Hollywood Blvd. Suite 500N

Mailing Address

Hollywood

FL

33021

City

State

Zip Code

(321) 453-1400

Phone Number

() -

Fax Number

E-Mail Address

- C) Contact Information for Buyer. The buyer's name, address, telephone number, Federal Employer Identification Number, and, if applicable, fax number, e-mail address, website address, and new name of the utility if the buyer plans to operate under a different name. The buyer's business name, and if applicable, new utility name, should reflect the business and/or fictitious name(s) registered with the Department of State's Division of Corporations.

Colony Waste Services, LLC

Buyer's Name

161 SW 11 Ct

Office Street Address

Boca Raton

FL

33486

City

State

Zip Code

Same

Mailing Address (if different from Street Address)

City

State

Zip Code

(561) 926-4858

() -

Phone Number

Fax Number

81-1899100

Federal Employer Identification Number

joeafoody@gmail.com

E-Mail Address

Colony Waste Services LLC

New Utility Name

- D) The contact information of the buyer's authorized representative to contact concerning this application:

Joe Foody, Manager

Name

Same as above

Mailing Address

City

State

Zip Code

(561) 926-4858

() -

Phone Number

Fax Number

joeafoody@gmail.com

E-Mail Address

- E) The name, address, telephone number, and if available, e-mail address and fax number of the person in possession of the books and records when the application is filed.

Joe Foody
Name

Same as above.
Mailing Address

City State Zip Code

() - () -
Phone Number Fax Number

same as above
E-Mail Address

F) Indicate the nature of the utility's/buyer's business organization (check one). Provide documentation from the Florida Department of State, Division of Corporations, showing the utility's/buyer's business name and registration/document number for the business, unless operating as a sole proprietor.

- Corporation _____
Number
- Limited Liability Company _____
L16000054485
Number
- Partnership _____
Number
- Limited Partnership _____
Number
- Limited Liability Partnership _____
Number
- Sole Proprietorship
- Association
- Other (Specify) _____

If the utility is doing business under a fictitious name, provide documentation from the Florida Department of State, Division of Corporations showing the utility's fictitious name and registration number for the fictitious name.

Fictitious Name (d/b/a) _____
Registration Number _____

G) The name(s), address(es), and percentage of ownership of each entity or person which owns or will own more than 5 percent interest in the utility (Use additional sheet if necessary).

Joe Foody

H) Provide the date and state of incorporation or organization of the buyer.

March 17, 2016 - State of Florida

PART II

TRANSFER OF CERTIFICATE

A) DESCRIPTION OF SALE AGREEMENT

1) Exhibit A - Provide a copy of the contract for sale and all auxiliary or supplemental agreements. If the sale, assignment, or transfer occurs prior to Commission approval, the contract shall include a provision stating that the contract is contingent upon Commission approval.

2) Exhibit B - Provide the following documentation of the terms of the transfer:

a) The date the closing occurred or will occur.

November 29, 2016

b) The purchase price and terms of payment.

\$50,000 cash purchase

c) A list of and the dollar amount of the assets purchased and liabilities assumed or not assumed, including those of non-regulated operations or entities.

See attached schedule

- d) A description of all consideration between the parties, including promised salaries, retainer fees, stock, stock options, and assumption of obligations.

Not Applicable.

- e) Provisions regarding the disposition, where applicable, of customer deposits and interest thereon, guaranteed revenue contracts, developer agreements, customer advances, debt of the utility, and leases.

There are no customer deposits. There are no developer agreements or customer advances. Buyer does not assume any debt.

- f) A statement that the buyer will fulfill the commitments, obligations, and representations of the seller with regard to utility matters.

N/A - sold to Merritt Island Utility Company, Inc.

- g) A provision that the buyer has or will obtain the books and records of the seller, including all supporting documentation for rate base additions since the last time rate base was established for the utility.

Buyer is in the process of obtaining the books and records of the seller, including all supporting documentation.

- h) A statement that the utility's books and records will be maintained using the National Association of Regulatory Utility Commissioners (NARUC) Uniform System of Accounts (USOA).

N/A - sold to Merritt Island Utility Company, Inc.

- i) A statement that the utility's books and records will be maintained at the utility's office(s) within Florida, or that the utility will comply with the requirements of Rule 25-30.110(1)(b) and (c), F.A.C., regarding maintenance of utility records at another location or out-of-state. If the records will not be maintained at the utility's office(s), the statement should include the location where the utility intends to maintain the books and records.

N/A - sold to Merritt Island Utility Company, Inc.

B) FINANCIAL ABILITY

- 1) Exhibit X - Provide a detailed financial statement (balance sheet and income statement), audited if available, of the financial condition of the applicant, that shows all assets and liabilities of every kind and character. The financial statements shall be for the preceding calendar or fiscal year. The financial statement shall be prepared in accordance with Rule 25-30.115, F.A.C. If available, a statement of the sources and uses of funds shall also be provided.

- 2) Exhibit X - Provide a list of all entities, including affiliates, upon which the buyer is relying to provide funding to the utility and an explanation of the manner and amount of such funding. The list need not include any person or entity holding less than 5 percent ownership interest in the utility. The applicant shall provide copies of any financial agreements between the listed entities and the utility and proof of the listed entities' ability to provide funding, such as financial statements.

N/A - sold to Merritt Island Utility Company, Inc.

C) TECHNICAL ABILITY

- 1) Exhibit X - Provide the buyer's experience in the water or wastewater industry.

N/A - sold to Merritt Island Utility Company, Inc.

- 2) Exhibit X - Provide the buyer's plans for ensuring continued operation of the utility, such as retaining the existing plant operator(s) and office personnel, or contracting with outside entities.

D) TERRITORY DESCRIPTION, PUBLIC INTEREST, AND FACILITIES

- 1) Exhibit E - Provide a legal description of the proposed service area in the format prescribed in Rule 25-30.029, F.A.C.

- 2) Exhibit X - Provide a statement explaining why the transfer is in the public interest.
N/A - sold to Merritt Island Utility Company, Inc.

- 3) Exhibit X - Provide a statement from the buyer that after reasonable investigation, the system being acquired appears to be in satisfactory condition and compliance with all applicable standards set by the DEP, or, if the system is in need of repair or improvement, has any outstanding Notice of Violation of any standard set by the DEP or any outstanding consent orders with the DEP, the buyer shall provide a description of the repairs or improvements that have been identified, the governmental entity that required the repairs or improvements, if applicable, the approximate cost to complete the repairs or improvements, and any agreements between the seller and buyer regarding who will be responsible for any identified repairs or improvements.
N/A - sold to Merritt Island Utility Company, Inc.

- 4) Exhibit H - Provide documentation of the utility's right to continued long-term use of the land upon which the utility treatment facilities are located. This documentation shall be in the form of a recorded warranty deed, recorded quit claim deed accompanied by title insurance, recorded long-term lease, such as a 99-year lease, or recorded easement. The applicant may submit an unrecorded copy of the instrument granting the utility's right to access and continued use of the land upon which the utility treatment facilities are or will be located, provided the applicant files a recorded copy within the time prescribed in the order granting the transfer.

- 5) Exhibit ____ - Provide a copy of all of the utility's current permits from the Department of Environmental Protection (DEP) and the water management district.

- 6) Exhibit ____ - Provide a copy of the most recent DEP and/or county health department sanitary survey, compliance inspection report, and secondary water quality standards report.

- 7) Exhibit _____ - Provide a copy of all of the utility's correspondence with the DEP, county health department, and water management district, including consent orders and warning letters, and the utility's responses to the same, for the past five years.
- 8) Exhibit _____ - Provide a copy of all customer complaints that the utility has received regarding DEP secondary water quality standards during the past five years.

E) PROPOSED TARIFF

Exhibit X - Provide a tariff containing all rates, classifications, charges, rules, and regulations, which shall be consistent with Chapter 25-9, F.A.C. See Rule 25-30.037, F.A.C., for information about water and wastewater tariffs that are available and may be completed by the applicant and included in the application.

F) ACCOUNTING INFORMATION

- 1) Exhibit X - Provide the proposed net book value of the system as of the date of the proposed transfer, and a statement setting out the reasons for the inclusion of an acquisition adjustment, if one is requested. If rate base has been established by this Commission, provide the docket and the order number. In addition, provide a schedule of all subsequent changes to rate base.

N/A - sold to Merritt Island Utility Company, Inc.

- 2) Exhibit X - Provide a statement from the buyer that it has obtained or will obtain copies of all of the federal income tax returns of the seller from the date the utility was first established or the rate base was last established by the Commission, whichever is later. If the tax returns have not been obtained, provide a description of the steps taken to obtain the tax returns.

N/A - sold to Merritt Island Utility Company, Inc.

- 3) Exhibit X - Provide a statement regarding the disposition of outstanding regulatory assessment fees, fines, or refunds owed and which entity will be responsible for paying regulatory assessment fees and filing the annual report for the year of the transfer and subsequent years.

Buyer is responsible for regulatory assessment fees beginning April 2016 through December 2016. Prior owner responsible for RAFs for remaining period.
Sold to Merritt Island Utility - who will be responsible for RAF beginning 2017

- 4) Exhibit X - If the buyer currently owns other water or wastewater utilities that are regulated by this Commission, provide a schedule reflecting any economies of scale that are anticipated to be achieved within the next three years and the effect on rates for existing customers served by both the utility being purchased and the buyer's other utilities.

N/A - sold to Merritt Island Utility Company, Inc.

G) NOTICING REQUIREMENTS


Exhibit - X - Provide proof of noticing pursuant to Rule 25-30.030, F.A.C. This may be provided as a late-filed exhibit.

PART III


SIGNATURE

Please sign and date the utility's completed application.

APPLICATION SUBMITTED BY:


Applicant's Signature


Applicant's Name (Printed)


Applicant's Title

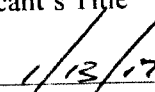

Date

EXHIBIT A
Rule 25-30.037 (2)(i)

A copy of the contract for sale and all auxiliary or supplemental agreements. If the sale, assignment, or transfer occurs prior to Commission approval, the contract shall include a provision stating that the contract is contingent upon Commission approval

A copy of the Purchase and Sale Agreement; Escrow Agreement; and Quit Claim Bill of Sale, including attachments, by and between Colony Park Development Utilities and Colony Waste Services, LLC are attached hereto.

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of the Effective Date, as hereafter defined by and between COLONY PARK DEVELOPMENT, LLC, a Florida limited liability company ("CPD"), and COLONY PARK DEVELOPMENT UTILITIES, LLC, a Florida limited liability company ("CPDU") (CPD and CPDU may sometimes be referred to collectively as the "Seller") and CYPRESS STRAND PROPERTIES LLC, a Florida limited liability company ("Buyer"). Buyer and Seller may sometimes collectively be referred to as the "Parties". Buyer shall also mean the Permitted Assignee, as hereinafter defined.

WITNESSETH:

WHEREAS, Seller desires to sell the Property (as hereinafter defined) to Buyer, and Buyer desires to purchase the Property, as hereafter defined, each under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars in hand paid and the covenants and conditions of this Agreement, which the Parties stipulate to be good and sufficient consideration, the Parties agree as follows.

1. **RECITALS.** The Recitals to this Agreement are made a part hereof to the same extent as if fully set forth herein.
2. **PROPERTY.** The Property located in Brevard County, Florida to be transferred by Seller to Buyer under this Agreement is as follows:

A. The following real property (the "Real Property"):

(i) that certain real property owned by CPU known as Parcel Id. 23-36-14-00-00513.0-0000.00 and consisting of approximately 27.24 acres, as more particularly described on Exhibit A-1.

(ii) that certain real property owned by CPDU (i) known as Parcel Id. 23-36-15-00-00757.0-0000.00 and consisting of approximately 1.84 acres, and (ii) known as Parcel Id. 23-36-15-00-00751.0-0000.00 consisting of approximately 2.07 acres, all as more particularly described on Exhibit A-2.

B. Those certain mobile vehicles described under the Schedule of Certificates of Title set forth on Exhibit A-3 ("Mobile Homes"); and

C. The additional property, if any, described on Exhibit A-4 ("Additional Property").

The Real Property, the Mobile Homes and the Additional Property are together referred to herein as the "Property".

3. **PURCHASE AND SALE.**

A. **Agreement of Purchase and Sale.** Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to purchase the Property from Seller.

B. **Purchase Price.** Seller is to sell and Buyer is to purchase the Property for the amount of One Million Nine Hundred Thousand and 00/100 Dollars (\$1,900,000) (the "Purchase Price"), as increased or decreased by pro-rations and adjustments as herein provided, shall be payable in full at Closing wire transfer of immediately available funds at Closing. The Purchase Price shall be allocated among the Seller's as follows: \$1,632,500 to CPD and \$267,500 to CPDU.

C. **Deposit.** Within one (1) business day after the Effective Date of this Agreement, Buyer shall deposit in the trust account of John M. Cappeller, Jr., P.A. (the "Escrow Agent"), in accordance with the terms of the Escrow Agreement attached hereto as Exhibit B ("Escrow Agreement"), a sum equal Thirty Thousand and 00/100 Dollars (\$30,000.00) (the "Initial Deposit") in good funds, by federal wire transfer. Buyer shall deposit the additional amount of Seventy Thousand and 00/100 Dollars (\$70,000.00) (the "Additional Deposit") upon the expiration of the Inspection Period as a condition of this Agreement then remaining in full force and effect. The Initial Deposit and the Additional Deposit are together referred to herein as the "Deposit". The Escrow Agent shall hold the Deposit in a non-interest-bearing trust account in a federally insured financial institution in accordance with the terms and conditions of this Agreement and the terms and conditions of the Escrow Agreement attached hereto. The Deposit shall be distributed in accordance with the terms of this Agreement. The failure of Buyer to timely deliver the Initial

JA A

Deposit or the Additional Deposit hereunder shall be a default, and shall entitle Seller, at Seller's sole option, to terminate this Agreement immediately.

4. TITLE AND SURVEY

A. **Title Inspection Period.** Within ten (10) days of the Effective Date, the Seller shall deliver to the Buyer the following: (i) a copies of the Seller's prior title insurance policies for the Property; (ii) copies of the boundary surveys for the Property in possession of Seller, if any. Seller shall, at its sole cost and expense obtain and deliver to Buyer, within fifteen (15) days following the Effective Date, a title commitment for the Real Property ("Title Commitment") together with copies of all title exceptions listed in the Title Commitment. Promptly following the Closing, Seller shall, at its sole cost and expense, obtain and deliver to the Buyer, through Phillips, Cantor, Shalek, Rubin & Pfister, P.A., as the closing agent (the "Closing Agent"), an owner's final title policy, ALTA form 6-17-06 (with Florida modifications).

Buyer may, not later than five (5) days prior to the expiration of the Inspection Period, as hereafter defined, obtain and deliver to Seller a survey of the Real Property prepared by a licensed surveyor or engineer hired by Buyer and prepared in accordance with the minimum standards established by the State of Florida for surveyors and in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys" ("Survey"), certified to the title company, Seller, Buyer, and Closing Agent.

Buyer shall have a period of ten (10) days following its receipt of the Title Commitment ("Title Inspection Period") to review the Title Commitment and a period expiring five (5) days prior to the expiration of the Inspection Period ("Survey Inspection Period") to review the Survey. Buyer shall notify Seller in writing (the "Title Notice") prior to the expiration of the Title Inspection Period which exceptions to title if any, will not be accepted by Buyer. Buyer shall notify Seller in writing prior to the expiration of the Survey Inspection Period (the "Survey Notice") which survey matters will not be accepted by Buyer.

If Buyer fails to notify Seller in writing of such disapproval of any exceptions to the Title Commitment or Survey by the expiration of the Title Inspection Period or Survey Inspection Period, as applicable, Buyer shall be conclusively deemed to have approved the condition of title to the Property and the Survey. If Buyer fails to timely obtain and deliver the Survey) then Buyer will be deemed to have accepted that the "survey exception" will remain in the title policy to be issued under the Title Commitment. If Buyer delivers written notice to Seller that Buyer objects to any exceptions to the Title Commitment or Survey matters, Seller shall have five (5) days after receipt of the Title Notice or Survey Notice, as applicable, to notify Buyer (a) that Seller will remove such objectionable exceptions from title on or before the Closing; provided that Seller may extend the Closing for such period as shall be required to effect such cure, but not beyond fifteen (15) days; or (b) that Seller elects not to cause such exceptions to be removed. Seller is under no obligation to use extraordinary measures or to bring any legal actions or proceedings in order to convey title in accordance with Buyer's Title Notice or to remedy any matters set forth in the Survey Notice.

If Seller shall fail to timely deliver written notice to Buyer of its election within said five (5) day period, Seller shall be deemed to have elected not to cure or remove the matters set forth in the Title Notice or Survey Notice, as applicable. In the event there are any title objections that would require extraordinary measures or legal action, Seller may, at Seller's sole option, terminate this Agreement (subject, however, to Buyer's right described hereafter to accept title to the Real Property subject to such objections). If Seller gives Buyer notice under clause (b) above or fails to timely respond to Buyer's Title Notice or Survey Notice, Buyer shall have five (5) days in which to notify Seller that Buyer will nevertheless proceed with the purchase and take title to the Real Property subject to such exceptions, or that Buyer will terminate this Agreement.

If this Agreement is terminated pursuant to the foregoing provisions of this paragraph, the Deposit shall be returned to Buyer, neither party shall have any further rights or obligations hereunder (except for any indemnity and confidentiality obligations of either party pursuant to the other provisions of this Agreement), and each party shall bear its own costs incurred hereunder. If Buyer shall fail to timely deliver written notice to Seller of its election within said five-day period, Buyer shall be deemed to have elected to proceed with the purchase and take title to the Real Property subject to such exceptions.

At Closing, Seller shall convey and transfer to Buyer good, marketable and insurable fee simple title to the Real Property, subject to the matters set forth in the Title Notice and Survey Notice as resolved by this Paragraph 4.A., by execution and delivery of Special Warranty Deed. Each of Buyer and Seller acknowledge and agree that the time periods for notice and comment set forth in this Paragraph 4.A., may cause the date of Closing to extend beyond the scheduled Closing date in Paragraph 7.A. hereof.

B. **Permitted Exceptions.** The Real Property shall be conveyed subject to the following matters which are hereinafter referred to as the "Permitted Exceptions") (i) the matters set forth in the Title Notice and Survey Notice as resolved by Paragraph 4.A; (ii) the lien of all ad valorem real estate taxes and assessments not yet due and payable as of the date of Closing, subject to adjustment as herein provided; (iii) local, state and federal laws, ordinances or governmental regulations, including but not limited to, building and zoning laws, ordinances and regulations, now or hereafter in effect relating to the Property; and (iv) items shown on the Survey and not objected to by Buyer or waived or deemed waived by Buyer in accordance with Paragraph 4.A. hereof.

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5. REVIEW OF PROPERTY

A. **Right of Inspection.** Within ten (10) days of the Effective Date, Seller shall deliver to the Buyer copies of all certificates of title to mobile homes, rent rolls, leases, insurance policies, insurance claims tenant list, correspondence or other documents regarding code violations, open permits, litigation or disputes involving tenants, and other such papers or writings involving or concerning the operation and condition of the Property, in the possession of the Seller, which information Buyer shall treat as confidential documents. Buyer may also elect, after first making reasonable arrangements with the Seller, to examine such documents at the Seller's office located at 4000 Hollywood Blvd., Suite 500-N, Hollywood, FL 33021 or the Real Property (depending upon where such documents may be located). During the period beginning upon the Effective Date and ending at 5:00 p.m. eastern standard or daylight savings time, as in use at such date, on the forty-fifth (45th) day following the Effective Date (the "Inspection Period"), Buyer shall have the right to make a physical inspection of the Property pursuant to the terms and conditions of this Agreement, and shall have the right to have a Phase I Environmental Report, prepared by a duly licensed and insured environmental inspector; said inspector shall provide a certificate of liability insurance, naming Seller as an additional insured prior to access to the Property.

In the event that Buyer's Phase I Environmental Report concludes that a Phase II inspection is warranted, then Buyer must obtain written consent from the Seller prior to commencing Phase II testing. Buyer understands and agrees that any on-site inspections of the Real Property shall occur at reasonable times agreed upon by Seller and Buyer after reasonable prior written notice to Seller, and as a condition to access to the Property of any third party inspector, Seller may require such third party inspector to deliver evidence of its liability insurance to Seller naming Seller as an additional insured. Seller reserves the right to have a representative present during any such inspections. Buyer shall restore the Real Property from the effect of any inspection activities to its condition existing prior to any such activity; such restoration shall be a condition to any return of the Deposit to Buyer.

Buyer, in Buyer's sole and absolute discretion, may cancel this Agreement for any reason or no reason by delivery of written notice to Seller prior to the expiration of the Inspection Period, and shall receive a refund of the Deposit. Buyer agrees that it shall provide Seller with written notice naming its designated environmental consultant promptly following Buyer's engagement, and shall provide Seller with a true and correct copies of all reports ("Environmental Reports") issued by such consultant promptly following their issuance. In addition, during the Inspection Period, Buyer shall be permitted to examine the records of the Seller with respect to the Property including, without limitation, such books and records with respect to the operation of a sewer utility on a portion of the Real Property and leases with respect to the Real Property and Mobile Homes in the possession of the Seller.

B. Environmental Due Diligence and Environmental Requirements.

(1) "Environmental Law" means any federal, state, regional, or local (a) law, statute, ordinance, provision, regulation, rule, court order, judicial or administrative order, decision, determination decree, consent order, consent decree, consent agreement, or other legal requirement, (b) permit, license, registration, authorization, or approval, or (c) administrative policy, guideline, or standard required or imposed by a Governmental Authority (as hereinafter defined), whether now existing or hereinafter enacted, promulgated, issued, or ordered (including as they may be amended from time to time), and whether codified, common law, judicial, administrative, or quasi-administrative in nature, arising under, relating to, or in connection with (i) protection or conservation of the outdoor environment (concerning any and all environmental media), public health, public safety or any Hazardous Substances (as hereinafter defined), (ii) the protection, conservation, or use of surface water, groundwater, or drinking water, or (iii) any other similar, analogous, or related subjects, laws, or environmental matters. For purposes of this definition, the term "Environmental Law" shall include but not be limited to the following: (A) the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251, et seq.); (B) the Solid Waste Disposal Act, including the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901, et seq.); (C) the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (42 U.S.C. § 9601 et seq.); (D) the Superfund Amendments and Reauthorization Act of 1986, as amended (codified in sections of 10 U.S.C., 29 U.S.C., and 42 U.S.C.); (E) the Federal Clean Air Act, as amended (42 U.S.C. § 7401, et seq.); (F) the Federal Insecticide, Fungicide, and Rodenticide Act, as amended (7 U.S.C. § 136, et seq.); (G) the Toxic Substances Control Act, as amended (15 U.S.C. § 2601, et seq.); (H) the Emergency Planning and Community Right-to-Know Act, as amended (42 U.S.C. § 11001, et seq.); (I) the Occupational Safety and Health Act, as amended (29 U.S.C. § 650, et seq.); (J) the Safe Drinking Water Act, as amended (21 U.S.C. § 349 and 42 U.S.C. § 201 and 300f, et seq.); (K) the National Environmental Policy Act, as amended (42 U.S.C. § 4321, et seq.); (L) the Hazardous Materials Transportation Act, as amended (49 U.S.C. § 1801, et seq.); (M) the Atomic Energy Act, as amended (42 U.S.C. § 2011, et seq.); (N) the Federal Food, Drug and Cosmetic Act, as amended (21 U.S.C. § 301, et seq.); (O) the Endangered Species Act (16 U.S.C. § 1531, et seq.); (P) any laws regulating the use of biological agents or substances including medical or infectious wastes; (Q) any environmental transfer laws that regulate the transfer of property; (R) Chapters 373, 376, and 403 of the Florida Statutes; and (S) as it relates to subsections (A) through (R) of this definition, any and all corresponding, implementing, or related rules, regulations, or requirements or any and all state or local laws, ordinances, and requirements that may be applicable, all as in effect on the date hereof and as may hereafter be amended from time to time.

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(2) "Governmental Authority" means any local, regional, state, or federal governmental organization, department, entity, commission, board, bureau body, tribunal, court, subdivision, agency, or authority thereof, whether foreign or domestic.

(3) "Hazardous Substances" means (a) any chemicals, materials, elements, compounds, substances, or contaminants defined, classified, or regulated by any applicable Environmental Law or by any Governmental Authority, now, in the past, or in the future, including but not limited to as are encompassed in the definition of "hazardous substances", "hazardous waste", "hazardous materials", "extremely hazardous wastes", "restricted hazardous wastes", "toxic substances", "toxic pollutants", "hazardous air pollutants", "pollutants", "contaminants", "contamination", "toxic chemicals", "petroleum", "petroleum products", "toxics", "hazardous chemicals", "extremely hazardous substances", "pesticides" or related materials; (b) any petroleum or petroleum products (including but not limited to gasoline and fuel additives including MTBE and other oxygenates, typically added to gasoline or their degradation products), natural or synthetic gas, radioactive materials asbestos containing materials, urea formaldehyde foam insulation, or radon; and (c) any other chemical material, substance, or contaminant exposure to which is prohibited, limited, or regulated by any Governmental Authority.

(4) Buyer acknowledges and agrees that any acceptance by Buyer of the condition of the Property at the expiration of the Inspection Period shall be deemed to reflect Buyer's acceptance of the physical condition, including its condition with respect to environmental and all other matters.

(5) Notwithstanding anything to the contrary in this Agreement between the Parties, Buyer is expressly prohibited from disclosing, either verbally or in written, paper, or electronic formats, the results of any of Buyer's or of any third party's due diligence and testing in connection with the Property (collectively, "Due Diligence Information") to any Governmental Authority or, other than to Buyer's lawyers, consultants, engineers, architects, lenders, and insurers ("Authorized Disclosure Parties"), provided, however, that as a condition precedent to such disclosure, the Authorized Disclosure Parties shall agree in writing to maintain the confidentiality of any Due Diligence Information and to not disclose them to any Governmental Authority or other third party. Such written consent by a Buyer's Authorized Disclosure Party shall be provided to Seller prior to disclosure otherwise authorized herein of any Due Diligence Information by Buyer to a Buyer's Authorized Disclosure Party. To the extent that Buyer wishes to disclose any Due Diligence Information to a Governmental Authority or a third party that is not an Authorized Disclosure Party, Buyer shall submit a request in writing to Seller and Seller shall have the unilateral right in Seller's sole discretion to grant or withhold its consent.

(6) Buyer hereby INDEMNIFIES AND AGREES TO DEFEND AND HOLD SELLER AND SELLER'S PARENTS, SUBSIDIARIES, AND AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS (together, "Indemnitees") harmless to the fullest extent allowed by the law, from and against any and all suits and claims, arising now, or in the future, that may be brought, asserted, or imposed against Seller or any Indemnitees and from and against any and all losses, liabilities, fines, penalties, charges, costs, and expenses that Seller or any Indemnitees may incur, whether based in tort, statute, ordinance, rule, regulation, common law, contract, or otherwise, caused by, related to) in connection with, or arising out of (together the "Indemnity Obligations") Buyer's environmental and geotechnical activities after the date of closing. Buyer's Indemnity Obligations shall not include liability for any Hazardous Materials existing on the Property as of the date hereof. The provisions of this Subparagraph (5) shall survive the Closing or any earlier termination of this Agreement.

6. FINANCING CONTINGENCY.

A. **Application.** Within five (5) days after the Effective Date, Buyer will apply for third party financing in an amount not to exceed 80% of the Purchase Price, with a fixed interest rate not to exceed the prevailing interest rate per year, for a term of year not to exceed thirty (30) years. Buyer will timely provide any and all credit, employment, financial and other information reasonably required by any lender. Buyer will use good faith and reasonable diligence to (i) obtain loan approval within forty-five (45) days from the Effective Date (the "Loan Approval Date"), satisfy terms and conditions of the loan approval, and (iii) close the loan. Buyer will keep Seller informed about the loan application status and authorizes the mortgage broker and lender to disclose such information to Seller and Broker. Buyer will notify Seller immediately upon obtaining financing or being rejected by a lender.

B. **Cancellation.** If Buyer, after using good faith and reasonable diligence, fails to obtain loan approval by the Loan Approval Date, Buyer may cancel the Agreement by delivery of written notice of cancellation to Seller on or before the Loan Approval Date, and shall receive a refund of the Deposit once it has provided Seller with a copy of the rejection letter. If Buyer does not cancel the Agreement in accordance with the preceding sentence, then Buyer shall be deemed to have waived this financing contingency.

7. CLOSING

A. **Time and Place.** The consummation of the transaction contemplated hereby (the "Closing") shall be held at the offices of Closing Agent on the fifteenth (15th) day following the expiration of the Inspection Period subject only, however, to any Phase II Extension or the provisions of Paragraph 5.A. above. At Seller's or Buyer's option, the Closing shall be consummated through an escrow administered by Seller's Counsel pursuant to additional escrow instructions that are consistent with this Agreement. At the Closing, Seller and Buyer shall perform the obligations set forth in, respectively, in this Article 6, the performance of which obligations shall be concurrent conditions; provided that the Deed shall not be recorded until Seller receives confirmation that Seller or Seller's Counsel has received the full amount of the Purchase Price, adjusted by prorations as set forth herein. In such event, the Purchase Price and all closing documents shall be delivered in escrow to Seller's Counsel.

B. Seller's Obligations at Closing. At Closing, Seller shall:

(1) deliver to the Closing Agent duly executed special warranty deeds collectively, the "Deed") in the form attached hereto as Exhibit C-1 and Exhibit C-2 conveying the Real Property, subject only to the Permitted Exceptions, and verification of legal descriptions;

(2) deliver to Buyer such evidence as the Closing Agent may reasonably require as to the authority of the person or persons executing documents on behalf of Seller;

(3) deliver to Buyer a certificate in the form attached hereto as Exhibit D-1 and Exhibit D-2 duly executed by Seller stating that Seller is not a "foreign person" as defined in the Federal Foreign Investment in Real Property Tax Act of 1980;

(4) deliver such no lien and "gap" affidavits as may be customarily and reasonably required by the Title Company, in a form reasonably acceptable to Seller, and Buyer;

(5) deliver to Buyer physical possession of the Real Property;

(6) deliver to Buyer a quit claim bill of sale to the Mobile Homes and, to the extent that Seller has certificates of title to the Mobile Homes, then such certificates of title duly endorsed to Buyer;

(7) deliver to Buyer a quit claim assignment of leases with respect to leases affecting the Real Property and any Mobile Homes;

(8) execute a closing statement acceptable to Seller and Buyer; and

(9) deliver such additional documents as shall be reasonably required to consummate the transaction contemplated by this Agreement.

C. Buyer's Obligations at Closing. At Closing, Buyer shall:

(1) pay to Seller the full amount of the Purchase Price (which amount shall include the Deposit), as increased or decreased by pro-rations and adjustments as herein provided, in immediately available wire transferred funds;

(2) deliver to Seller such evidence as the Title Company may reasonably require as to the authority of the person or persons executing documents on behalf of Buyer;

(3) deliver such affidavits as may be customarily and reasonably required by the Title Company, in a form reasonably acceptable to Buyer;

(4) execute a closing statement acceptable to Buyer and Seller; and

(5) deliver such additional documents as shall be reasonably required to consummate the transaction contemplated by this Agreement.

D. Credits and Prorations.

(1) Buyer shall received credit for all tenant security deposits and prepaid rents, and all income and expenses of the Property shall be apportioned as of 12:01 a.m., on the day of Closing, as if Buyer were vested with title to the Property during the entire day upon which Closing occurs. Subject to the provisions of this Paragraph 7.D., such prorated items shall include without limitation the following:

(a) taxes and assessments for the calendar year in which Closing occurs (including, without limitation, and to the extent applicable, condominium association, homeowners association, and Community Development

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District assessments levied against the Property;

(b) utility charges for which Seller is liable, if any, such charges to be apportioned at Closing on the basis of the most recent meter reading occurring prior to Closing (dated not more than fifteen (15) days prior to Closing) or, if unmetered, on the basis of a current bill for each such utility;

(c) any other operating expenses or other items pertaining to the Property which are customarily prorated between a purchaser and a seller in the county in which the Property is located.

(2) Except as otherwise provided herein, any revenue or expense amount which cannot be ascertained with certainty as of Closing shall be prorated on the basis of the parties' reasonable estimates of such amount, and shall be the subject of a final proration six (6) months after Closing, or as soon thereafter as the precise amounts can be ascertained. The provisions of this Paragraph 7.D. shall survive Closing.

E. Transaction Taxes and Closing Costs.

(1) Seller and Buyer shall execute such returns, questionnaires and other documents as shall be required with regard to all applicable real property transaction taxes imposed by applicable federal, state or local law or ordinance;

(2) Seller shall pay the fees of any counsel representing Seller in connection with this transaction. Seller shall also pay the following costs and expenses:

(a) the fees for recording the Deed;

(b) the cost of (and recording costs for) any corrective instruments, releases, terminations or other documents required to clear title to the Real Property for transfer to Buyer;

(c) [Intentionally Omitted.]

(d) the fee for the title examination and the premium for the Owner's Policy of Title Insurance to be issued to Buyer in the amount of the Purchase Price promptly following Closing, but Buyer shall be responsible for the cost of any endorsements thereto requested by Buyer; and

(e) documentary stamp taxes which becomes payable by reason of the transfer of the Property.

(3) Buyer shall pay the fees of any counsel representing Buyer in connection with this transaction. Buyer shall also pay the following costs and expenses:

(a) the costs associated with any financing which Buyer may use in closing this transaction) including doc taxes, intangible taxes, recording costs; additional endorsements to the Owner Title Policy and the issuance of a Loan Policy;

(b) the cost of the Survey;

(c) the costs of any title endorsements requested by Buyer

(d) The cost of the escrow fee, if any; and

(e) the fees of Buyer's counsel.

(4) The value of any personal property or trade fixtures located at or on the Real Property is de minimus and is included in this sale without charge;

(5) All costs and expenses incident to this transaction and the closing thereof, and not specifically described above, shall be paid by the party incurring same; and

(6) The provisions of this Paragraph shall survive the Closing.

8. DEFAULT

A. **Default by Buyer.** In the event the sale of the Property as contemplated hereunder is not consummated due to Buyer's default hereunder, Seller shall be entitled, as its sole remedy, to terminate this Agreement and receive the Deposit as

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liquidated damages for the breach of this Agreement, it being agreed between the parties hereto that the actual damages to Seller in the event of such breach are impractical to ascertain and the amount of the Deposit is a reasonable estimate thereof.

B. **Default by Seller.** In the event the sale of the Property as contemplated hereunder is not consummated due to Seller's default hereunder, Buyer shall be entitled, as its sole remedy, either (a) to receive the return of the Deposit, which return shall operate to terminate this Agreement and release Seller from any and all liability hereunder, or (b) to enforce specific performance of Seller's obligation to convey the Property to Buyer in accordance with the terms of this Agreement. All obligations are in accordance with the terms of the contract. Buyer expressly waives its rights to seek damages in the event of Seller's default hereunder. If the sale of the Property is not consummated due to Seller's default hereunder, Buyer shall be deemed to have elected to terminate this Agreement and receive back the Deposit if Buyer fails to file suit for specific performance against Seller in a court having jurisdiction in the county and state in which the Property is located, on or before sixty (60) days following the date upon which Closing was to have occurred.

C. **Recoverable Damages.** Notwithstanding Paragraph 8.A. and 8.B. hereof, in no event shall the provisions of Paragraphs 8.A. and 8.B. limit the damages recoverable by either party against the other party due to the other party's obligation to indemnify such party in accordance with this Agreement. This Paragraph shall survive the Closing or the earlier termination of this Agreement.

9. RISK OF LOSS

A. **Minor Damage or Condemnation.** In the event of loss or damage to, or condemnation of, the Property or any portion thereof which is not Major (as hereinafter defined), this Agreement shall remain in full force and effect provided that Seller shall, at Seller's option, either (a) perform any necessary repairs or (b) assign to Buyer, without representation, warranty or recourse to Seller, all of Seller's right, title and interest in and to any claims and proceeds Seller may have with respect to any casualty insurance policies or condemnation awards relating to the premises in question. In the event that Seller elects to perform repairs upon the Property, Seller shall use reasonable efforts to complete such repairs promptly and the date of Closing shall be extended a reasonable time (not to exceed 90 days) in order to allow for the completion of such repairs. If Seller elects to assign a casualty claim to Buyer, the Purchase Price shall be reduced by an amount equal to the lesser of the deductible amount under Seller's insurance policy or the cost of such repairs as determined in accordance with Paragraph 9.C. hereof. Upon Closing, full risk of loss with respect to the Property shall pass to Buyer.

B. **Major Damage.** In the event of a "Major" loss or damage to, or condemnation of, the Property or any portion thereof, either Seller or Buyer may terminate this Agreement by written notice to the other party, in which event the Deposit shall be returned to Buyer. If neither Seller nor Buyer elects to terminate this Agreement within ten (10) days after Seller sends Buyer written notice of the occurrence of such Major loss, damage or condemnation (which notice shall state the cost of repair or restoration thereof and the estimated time period to complete such repairs as opined by an architect in accordance with Paragraph 9.C. hereof), then Seller and Buyer shall be deemed to have elected to proceed with Closing, in which event Seller shall, at Seller's option, either (a) perform any necessary repairs, or (b) assign to Buyer, without representation, warranty or recourse to Seller, all of Seller's right, title and interest in, and to any claims and proceeds Seller may have with respect to any casualty insurance policies or condemnation awards relating to the premises in question. In the event that Seller elects to perform repairs upon the Property, Seller shall use reasonable efforts to complete such repairs promptly and the date of Closing shall be extended a reasonable time (not to exceed 90 days) in order to allow for the completion of such repairs. If Seller elects to assign a casualty claim to Buyer, the Purchase Price shall be reduced by an amount equal to the lesser of the deductible amount under Seller's insurance policy or the cost of such repairs as determined in accordance with Paragraph 9.C. hereof. Upon Closing, full risk of loss with respect to the Property shall pass to Buyer.

C. **Definition of "Major" Loss or Damage.** For purposes of Paragraphs 9.A. and 9.B., "Major" loss, damage or condemnation refers to the following: (a) loss or damage to the Property hereof such that the cost of repairing or restoring the premises in question to substantially the same condition which existed prior to the event of damage would be, in the opinion of an architect selected by Seller and reasonably approved by Buyer, equal to or greater than forty percent (40%) of the cost of the Property and (b) any loss due to a condemnation which permanently and materially impairs the Buyer's proposed use of the Property. If Buyer does not give written notice to Seller of Buyer's reasons for disapproving an architect within five (5) business days after receipt of notice of the proposed architect, Buyer shall be deemed to have approved the architect selected by Seller.

10. **COMMISSIONS.** With respect to the transactions contemplated by this Agreement, each of Buyer and Seller represent that the only brokerage involved is the listing agent, Capstone Florida LLC d/b/a/ Capstone Apartment Partners (the "Broker"). The Broker shall be compensated by Seller through a separate listing agreement. Each party hereto agrees that if

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any person or entity (other than the Broker) makes a claim for brokerage commissions or finder's fees related to the sale of the Property by Seller to Buyer, and such claim is made by, through or on account of any acts or alleged acts of said party or its representatives, said party will protect, indemnify, defend and hold the other party free and harmless from and against any and all loss, liability, cost, damage and expense (including reasonable attorneys' fees) in connection therewith.

11. DISCLAIMERS AND WAIVERS

A. **Reliance on Documents.** Provided Seller, through gross negligence or willful misconduct, has not made any misrepresentation to Buyer, then Buyer acknowledges and agrees that all materials, data and information delivered or given by Seller to Buyer in connection with the transaction contemplated hereby are provided to Buyer as a convenience only and that any reliance on or use of such materials, data or information by Buyer shall be at the sole risk of Buyer. Neither Seller, nor any affiliate of Seller, nor the person or entity which prepared any report or reports delivered by Seller to Buyer shall have any liability to Buyer for any inaccuracy in or omission from any such reports.

B. **AS-IS SALE; DISCLAIMERS.**

(1) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR AS TO THE PHYSICAL, STRUCTURAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY OR ITS COMPLIANCE WITH LAWS.

(2) BUYER ACKNOWLEDGES AND AGREES THAT UPON CLOSING SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS". BUYER HAS NOT RELIED AND WILL NOT RELY ON, AND SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO (INCLUDING SPECIFICALLY, WITHOUT LIMITATION, OFFERING PACKAGES DISTRIBUTED WITH RESPECT TO THE PROPERTY) MADE OR FURNISHED BY SELLER, THE MANAGERS OF THE PROPERTY, OR ANY REAL ESTATE BROKER OR AGENT REPRESENTING OR PURPORTING TO REPRESENT SELLER, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, UNLESS SPECIFICALLY SET FORTH IN THIS AGREEMENT. BUYER ALSO ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE PROPERTY IS BEING SOLD "AS-IS."

(3) BUYER REPRESENTS TO SELLER THAT BUYER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS BUYER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO, OTHER THAN SUCH REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER AS ARE EXPRESSLY SET FORTH IN THIS AGREEMENT. UPON CLOSING, BUYER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, CONSTRUCTION DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY BUYER'S INVESTIGATIONS, AND BUYER, UPON CLOSING, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED SELLER (AND SELLER'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH BUYER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER (AND SELLER'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS) AT ANY TIME BY REASON OF OR ARISING OUT OF THE PHYSICAL AND ENVIRONMENTAL CONDITIONS OF THE LAND OR IMPROVEMENTS, ANY LATENT OR PATENT CONSTRUCTION DEFECTS, VIOLATIONS OF ANY APPLICABLE LAWS AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY. NOTWITHSTANDING THE IMMEDIATELY PRECEDING SENTENCE,

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BUYER SHALL NOT BE DEEMED TO HAVE WAIVED, RELINQUISHED OR RELEASED SELLER FROM ANY CLAIMS MADE BY THIRD PARTIES RELATING TO SELLER'S ACTIONS OR RELATING TO SELLER'S PERIOD OF OWNERSHIP OF THE PROPERTY.

(4) BUYER ACKNOWLEDGES THAT SELLER OBTAINED TITLE TO THE PROPERTY BY RECEIVING A SPECIAL WARRANTY DEED FROM A PARTY THAT RECEIVED A CERTIFICATE OF TITLE AFTER FORECLOSURE.

(5) BUYER HEREBY ACKNOWLEDGES THAT IT HAS BEEN BUYER'S RIGHT AND RESPONSIBILITY, PRIOR TO OR FOLLOWING THE DATE OF THIS AGREEMENT, TO OBTAIN ANY AND ALL INSPECTION REPORTS WHICH BUYER DESIRES IN ORDER TO DETERMINE THE CONDITION OF THE PROPERTY AND THE IMPROVEMENTS THERETO, INCLUDING, BUT NOT LIMITED TO, THE STRUCTURAL COMPONENTS, HEATING/AIR CONDITIONING, ROOF, FOUNDATIONS, SOIL, SEPTIC AND/OR SEWAGE SYSTEMS, PLUMBING, ELECTRICAL SYSTEMS, UTILITIES, AND SUITABILITY FOR USE OF THE PROPERTY, AND TO DETERMINE THE PRESENCE OF ANY TOXIC OR HAZARDOUS SUBSTANCES ON THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, RADON, ASBESTOS, LEAD PAINT, MOLD OR ANY OTHER FACTORS THAT WOULD RENDER THE PROPERTY UNINHABITABLE OR DANGEROUS TO THE HEALTH OF THE OCCUPANTS OR OTHERWISE NOT IN COMPLIANCE WITH ANY LAW OR REGULATION, OR ANY OTHER FACTORS REGARDING THE PROPERTY ABOUT WHICH THE BUYER MAY BE CONCERNED. IF BUYER FAILS TO INSPECT THE PROPERTY, SUCH FAILURE SHALL NOT ALTER OR IMPAIR THE UNDERSTANDING AND AGREEMENT BETWEEN THE SELLER AND BUYER AS SET FORTH IN THIS PARAGRAPH. THE FOREGOING DOES NOT, HOWEVER, RELEASE SELLER FROM ANY FRAUD BY SELLER IN PROVIDING THE DOCUMENTS AND COMMUNICATIONS REQUIRED UNDER THIS AGREEMENT AND AT CLOSING.

(6) SELLER DOES NOT WARRANT OR REPRESENT THAT THE PROPERTY OR ANY ALTERATIONS OR ADDITIONS WHICH MAY HAVE BEEN MADE TO THE PROPERTY CONFORM TO LOCAL BUILDING CODES, ZONING REGULATIONS OR ANY OTHER APPLICABLE LAWS, RULES OR REGULATIONS. BUYER ACKNOWLEDGES THAT IT IS ITS RIGHT AND RESPONSIBILITY TO PERFORM ANY AND ALL MUNICIPAL LIEN SEARCHES WHICH PURCHASER DESIRES TO DETERMINE IF THE PROPERTY IS IN COMPLIANCE WITH ALL BUILDING AND ZONING CODES AND OTHER APPLICABLE LAWS, RULES OR REGULATIONS. SELLER SHALL BE UNDER NO OBLIGATION TO BRING THE PROPERTY INTO COMPLIANCE WITH ANY SUCH CODES, LAWS, RULES OR REGULATIONS, NOR TO CLOSE OUT ANY OPEN PERMITS OR RESOLVE ANY OUTSTANDING CODE VIOLATIONS. NO INSPECTION MAY BE MADE BY ANY BUILDING OR ZONING INSPECTOR OR GOVERNMENT EMPLOYEE WITHOUT THE PRIOR WRITTEN CONSENT OF THE SELLER.

(7) Notwithstanding anything contained in the Agreement to the contrary, Seller does not disclaim and Buyer does not waive any covenant, warranty or representation herein concerning title to the Real Property or the personal property. Buyer acknowledges that Seller shall have no liability for any claim or losses Buyer or Buyer's successors and/or assigns may incur as a result of any condition or defect which may now or hereafter exist with respect to the Additional Property. Any Bill of Sale provided at Closing shall be expressly subject to this provision, which shall survive Closing.

C. Survival. The provisions of this Paragraph 11 shall survive Closing or any termination of this Agreement.

12. MISCELLANEOUS

A. Confidentiality; Public Disclosure. Buyer and its representatives shall hold in strictest confidence all data and information obtained with respect to Seller or its business, obtained in connection with the transaction contemplated hereby, whether before or after the execution and delivery of this Agreement, and shall not disclose the same to others; provided, however, that it is understood and agreed that Buyer may disclose such data and information to the trustees, employees, lenders, consultants, accountants and attorneys of Buyer provided that such persons agree to treat such data and information confidentially. In the event this Agreement is terminated or Buyer fails to perform hereunder, Buyer shall promptly return to Seller any statements, documents, schedules, exhibits or other written information obtained from Seller in connection with this Agreement or the transaction contemplated herein. In the event of a breach or threatened breach by Buyer or its agents or representatives of this Paragraph 12.A., Seller shall be entitled to an injunction restraining Buyer or its agents or representatives from disclosing, in whole or in part, such confidential information. Nothing herein shall be construed as prohibiting Seller from pursuing any other available remedy at law or in equity for such breach or threatened breach. The foregoing confidentiality provisions shall not survive the Closing but shall survive any termination of this Agreement for a period of twenty-four (24) months.

Prior to and after the Closing, any press release or other public announcement of information with respect to the sale contemplated herein or any matters set forth in this Agreement will be made only in the form approved by Buyer and Seller. The foregoing provision of this Paragraph 12.A. shall survive the Closing or any termination of this Agreement.

B. **Assignment.** Subject to the provisions of this Paragraph 12.B., the terms and provisions of this Agreement are to apply to and bind the permitted successors and assigns of the parties hereto. Buyer shall have the one time right to assign its right, title and interest in and to this Agreement to an entity controlling, controlled by or under common control with the named Buyer (the "Permitted Assignee") before the Closing Date (each, an "Affiliate"). Otherwise, Buyer may not assign its rights under this Contract without first obtaining Seller's written approval, which approval may be given or withheld in Seller's sole discretion, and any such attempted assignment without Seller's prior written approval shall be null and void. Notwithstanding the foregoing under no circumstances shall Buyer have the right to assign this Agreement in any manner that is not in compliance with laws, rules and regulations of any governmental authority having jurisdiction thereof (including, but not limited to, the US Department of Treasury Office of Foreign Assets Control ("OFAC") and the US Patriot Act ("Patriot Act")). The provisions of this Section 12.B with respect to OFAC and the Patriot Act shall survive the Closing or any termination of this Agreement. Any transfer, directly or indirectly, of any stock, partnership interest or other ownership interest in Buyer shall constitute an assignment of this Agreement.

C. **Notices.** Any notice pursuant to this Agreement shall be given in writing by (a) personal delivery, (b) reputable overnight delivery service with proof of delivery, or (c) United States Mail, postage prepaid, registered or certified mail return receipt requested sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given upon receipt or refusal to accept delivery. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Agreement shall be as follows:

If to Seller: Colony Park Development, LLC and
Colony Park Development Utilities, LLC
c/o Phillips, Cantor & Shalck, P.A.
4000 Hollywood Blvd., Suite 500N
Hollywood, FL 33021-1224
Attn: Gary S. Phillips, Esq.

If to Buyer: Cypress Strand Properties LLC
650 S. Courtenay Pkwy
Merritt Island, FL 32952

If to Escrow Agent: John M. Cappeller, Jr., P.A.
350 Camino Gardens Blvd. #303
Boca Raton, FL 33432
Attn: John M. Cappeller, Jr., Esq.

D. **Modifications; Entire Agreement.** This Agreement cannot be changed orally, and no executory agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such executory agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought. This Agreement, including the exhibits and schedules hereto, contains the entire agreement between the parties hereto pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the parties pertaining to such subject matter, other than any confidentiality agreement executed by Buyer in connection with the Property.

E. **Counterparts; Severability.** This Agreement may be executed in counterparts, all such executed counterparts shall constitute the same agreement) and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect; provided that the invalidity or unenforceability of such provision does not materially adversely affect the benefits accruing to any promptly hereunder.

F. **Signatures.** In order to expedite the transaction contemplated herein, telecopied signatures may be used in place of original signatures on this Agreement. In addition, in order to expedite the transaction contemplated herein, signatures that are transmitted as attachments to electronic mail messages may be used in place of original signatures to this

Agreement. Seller and Buyer intend to be bound by the signatures on the telecopied document and/or the document transmitted by electronic mail, are aware that the other party will rely on such signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

G. **Applicable Law; Venue; Jurisdiction; Waiver of Jury Trial.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Buyer and Seller consent to the jurisdiction of the State courts located in Broward County, Florida, and waive any right of removal to federal court. Buyer and Seller agree that the provisions of this Paragraph 12.G. shall survive the Closing or any termination of this Agreement. Buyer and Seller each voluntarily and knowingly waive the right to trial by jury in connection with any claim or controversy related to or arising under this Agreement including, without limitation any action with respect to the Deposit.

H. **No Third-Party Beneficiary.** The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Buyer only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.

I. **Captions; Construction; Recordation.** The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose to limit or define the text of any section or any subsection hereof. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto. This Agreement may not be recorded by any party hereto without the prior written consent of the other party hereto. The provisions of this Paragraph 12.I shall survive the Closing or any termination of this Agreement.

J. Intentionally deleted.

K. **Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health department.

L. **Time Frames; Time; Effective Date.** All time frames of less than 5 days shall be calculated in business days. All other time frames shall be calculated in calendar days. Time is of the essence of all time periods set forth in this Agreement. The "Effective Date" of this Agreement is the last day on which it has been executed by Buyer and Seller.

M. **Insurance.** Upon closing, Seller shall be relieved of all responsibility and liability for maintaining hazard, flood and/or windstorm insurance on the Property. All insurance policies will be terminated by Seller immediately upon Closing. Buyer will be responsible for obtaining its own insurance as of the Closing Date.

N. **Locks and Utilities.** Buyer shall be responsible for the installation of new locks and transferring all utilities for the Property immediately after the closing. Buyer shall hold Seller, its representatives and agents harmless from any and all damages, claims, liens, losses, liabilities, costs, injuries and fees of every kind and nature that may be made as a result of Buyer's failure to install new locks or transfer utilities.

O. **OFAC Requirements.**

a. Buyer hereby represents and warrants that Buyer is not in violation of any Anti-Terrorism Law, and that, as of the date hereof:

i. Buyer is not conducting any business or engaging in any transaction or dealing with any Prohibited Person, including the making or receiving of any contribution of funds, goods or services to or for the benefit of any Prohibited Person;

ii. Buyer is not dealing in, or otherwise engaging in any transaction relating to, any property or interests in property blocked pursuant to Executive Order No. 13224;

iii. Buyer is not engaging in or conspiring to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding or attempts to violate any of the prohibitions set forth in, any Anti-Terrorism Law;

v. Neither Buyer nor any of its affiliates, officers, directors, shareholders, members or

least guarantor, as applicable, is a Prohibited Person. Neither Buyer nor any holder of any direct or indirect equitable legal or beneficial interest in Buyer is the subject of any law blocking or prohibiting transactions with such person, including the USA Patriot Act. Without limiting the foregoing, Buyer does not engage in any dealings or transactions, and is not otherwise associated with any such persons or entities or any "forbidden entity" (as defined in Illinois Public Act 094-0079), including the governments of Cuba, Iran, North Korea, Myanmar and Syria.

b. If at any time any of these representations becomes false, then it shall be considered a material default under this Agreement, and Seller may at its option, terminate the Agreement and refund the Deposit to Buyer.

c. As used herein, "Anti-Terrorism Law" is defined as any law relating to terrorism, anti-terrorism, money-laundering or anti-money laundering activities, including without limitation the United States Bank Secrecy Act, the United States Money Laundering Control Act of 1986, Executive Order No. 13224, and Title 3 of the USA Patriot Act, and any regulations promulgated under any of them. As used herein "Executive Order No. 13224" is defined as Executive Order No. 13224 on Terrorist Financing effective September 24, 2001, and relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism as may be amended from time to time, "Prohibited Person" is defined as (i) a person or entity that is listed in the Annex to Executive Order No. 13224, or a person or entity owned or controlled by an entity that is listed in the Annex to Executive Order No. 13224; (ii) a person or entity with whom Landlord is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; or (iii) a person or entity that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treas.gov/ofac/tl/sdn.pdf> or at any replacement website or other official publication of such list. "USA Patriot Act" is defined as the "Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001" (Public Law 107-56), as may be amended from time to time.

d. Buyer represents and warrants that neither Buyer nor any holder of any direct or indirect equitable, legal or beneficial interest in Buyer is the subject of any law blocking or prohibiting transactions with such person, including the USA Patriot Act. Without limiting the foregoing, Buyer does not engage in any dealings or transactions, and is not otherwise associated, with any such persons or entities or any "forbidden entity" (as defined in Illinois Public Act 094-0079), including the governments of Cuba, Iran, North Korea, Myanmar and Syria. Buyer agrees to recertify this Paragraph O at Closing.

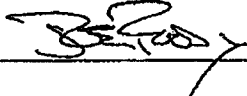
P. **Non-Affiliation.** Buyer represents and warrants that it is not now nor has it previously been, related or affiliated in any manner with the prior owners of the Property nor has Buyer entered into any arrangement, understanding or contract, formal or informal, with the prior owners of the Property in order to obtain the Property on behalf of such prior owners of the Property at a reduced value. Further, Buyer represents and warrants that Buyer and the former owners of the Property do not and will not have any other contracts, agreements, understandings or arrangements for the sale of realty or personalty to or from the Buyer by, to or from the former owners of the Property now or in the future. Buyer agrees to recertify this Paragraph 11.P. as and a condition of Closing and, if the foregoing representations and warranties are not so recertified, then Seller shall be permitted to terminate this Agreement and retain the Deposit as liquidated damages for Buyer's default.

[Signature Page to Follow]

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

BUYER:


CYPRESS STRAND PROPERTIES LLC,
a Florida limited liability company

By: 
Name: _____
Title: _____

Date: January 27, 2016

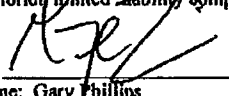
SELLER:

COLONY PARK DEVELOPMENT, LLC,
a Florida limited liability company

By: 
Name: Gary Phillips
Title: Manager

Date: January 27, 2016

COLONY PARK DEVELOPMENT UTILITIES, LLC,
a Florida limited liability company

By: 
Name: Gary Phillips
Title: Manager

Date: January 27, 2016



EXHIBIT A-1

Real Property Owned by CPD

ORB 2671, Page 1135: That part of the SW 1/4 of the SW 1/4 less the South 1/4 of the SW 1/4 of the SW 1/4 of Section 14, Township 23 South, Range 36 East and being more particularly described as follows:

Begin at the SW corner of the aforesaid parcel; thence run N 00 degrees 39' 04" W, along the West line of said parcel a distance of 947.98 feet; thence run N 87 degrees 05' 16" E a distance of 710.58 feet; thence run N 00 degrees 48' 54" W a distance of 10.00 feet to the North line of said parcel; thence run N 89 degrees 11' 06" E along the North line of said parcel a distance of 569.57 feet; thence run S 02 degrees 00' 25" E a distance of 985.11 feet to a point on the South line of said parcel; thence S 89 degrees 13' 32" W along the South line of said parcel a distance of 1302.88 feet to the Point of Beginning. LESS the following described parcels: Lots 32 thru 35, Colony Park North, Unit No. 2, described in Plat Book 24, Page 74; Tax Parcel 514 (ORB 2207, Page 106); Tax Parcel 517 (ORB 1068, Page 443 except ORB 1329, Page 901); and the Right of Way of Whaley Road, Public Records of Brevard County, Florida.

Also described as Parcels 1, 2 and 3:

Parcel 1:

Commence at the Southwest corner of Section 14, Township 23 South, Range 36 East; thence N 00 degrees 39' 04" W along the West line of said Section 14, a distance of 327.99 feet; thence N 89 degrees 13' 32" E a distance of 30.00 feet to the Point of Beginning; thence N 00 degrees 39' 04" W and parallel to the said West line of Section 14 a distance of 440.00 feet; thence N 89 degrees 13' 32" E a distance of 268.89 feet; thence S 02 degrees 00' 25" E a distance of 150.02 feet; thence N 89 degrees 13' 32" E a distance of 392.50 feet; thence S 02 degrees 00' 25" E a distance of 100.02 feet; thence S 89 degrees 13' 32" W a distance of 4.35 feet; thence S 00 degrees 46' 28" E a distance of 190.00 feet; thence S 89 degrees 13' 32" W a distance of 663.38 feet to the Point of Beginning. Said parcel lying in the Southwest Quarter (SW 1/4) of said Section 14, Brevard County, Florida.

Parcel 2:

Parcel of land lying in Section 14, Township 23 South, Range 36 East, Brevard, County, Florida, being more particularly described as follows: The following described lands less the West 72 feet thereof: Commence at the Southwest corner of said Section and run N 00 degrees 39' 04" W along the West line of said Section a distance of 327.99 feet; thence N 89 degrees 13' 32" E, a distance of 30.0 feet; thence N 00 degrees 39' 04" W, parallel with said West line a distance of 440.00 feet for a Point of Beginning; thence N 89 degrees 13' 32" E, a distance of 268.89 feet; thence S 02 degrees 00' 25" E, a distance of 150.02 feet; thence N 89 degrees 13' 32" E, a distance of 392.50 feet; thence N 02 degrees 00' 25" W, a distance of 100.02 feet; thence N 00 degrees 46' 28" W, a distance of 150.0 feet; thence S 89 degrees 13' 32" W, a distance of 372.24 feet; thence S 86 degrees 54' 04" W, a distance of 50.05 feet; thence S 89 degrees 20' 56" W, a distance of 240.0 feet; thence S 00 degrees 39' 04" E, a distance of 98.51 feet to the Point of Beginning.

Parcel 3:

That part of the SW 1/4 of the SW 1/4 less the South 1/4 of the SW 1/4 of the SW 1/4 of Section 14, Township 23 South, Range 36 East and being more particularly described as follows:

Begin at the SW corner of the aforesaid parcel; thence run N 00 degrees 39' 04" W, along the West line of said parcel a distance of 947.98 feet; thence run N 87 degrees 05' 16" E a distance of 710.58 feet; thence run N 00 degrees 48' 54" W a distance of 10.00 feet to the North line of said parcel; thence run N 89 degrees 11' 06" E along the North line of said parcel a distance of 569.57 feet; thence run S 02 degrees 00' 25" E a distance of 985.11 feet to a point on the South line of said parcel; thence S 89 degrees 13' 32" W along the South line of said parcel a distance of 1302.88 feet to the Point of Beginning. LESS the West 170 feet of the North 409.47 feet thereof, and, except that part of the aforesaid lands conveyed by Esther R. Baker by deed dated March 29, 1973 and recorded in OR Book 1329, Page 901, Public Records of Brevard County, Florida.

ST
M

EXHIBIT A-2

Real Property Owned by CPDU

A parcel of land lying in Section 15, Township 23 South, Range 36 East, Brevard County, Florida, lying adjacent to and South of Colony Park, Section 3, according to the Plat thereof as recorded in Plat Book 20, Page 107, Public Records of Brevard County, Florida, and being more particularly described as follows:

Commence at the S.E. Corner of said Section 15 and run S. 87 degrees 45' 45" W. along the South line of said Section a distance of 958.38 feet for a Point of Beginning of this description; thence continue S. 87 degrees 45' 45" W. along said South line, 250.00 feet; thence N. 2 degrees 14' 15" W., 312.50 feet to the Southwest corner of the aforementioned Colony Park, Section 3; thence along the South line of said subdivision the following courses and distances: N 87 degrees 45' 45" E., 100.0 feet; N. 2 degrees 14' 15" W., 62.50 feet; N. 87 degrees 45' 45" E., 50.00 feet; S. 2 degrees 14' 15" E., 75.0 feet; N. 87 degrees 45' 45" E. 100.0 feet; thence leaving said South line run S. 2 degrees 14' 15" E., 300.0 feet to the Point of Beginning;

AND

A parcel of land lying in Section 15, Township 23 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 15, and run S. 87 degrees 45' 45" W., along the South line of said Section, a distance of 638.38 feet to the Southwest corner of COLONY PARK, SECTION 2, recorded in Plat Book 20, Page 18, Public Records of Brevard County, Florida, the Point of Beginning; thence continue S. 87 degrees 45' 45" W., along said South line, a distance of 300.00 feet; thence N. 02 degrees 14' 15" W., along the East line of lands described in Official Records Book 1474, Page 1008, a distance of 300.0 feet to a point on the South line of COLONY PARK, SECTION 3, recorded in Plat Book 20, Page 107; thence N 87 degrees, 45' 45" E., along said South line, a distance of 300.0 feet to a point on the West line of aforesaid COLONY PARK, SECTION 2; thence S. 02 degrees 14' 15" E., along said West line, a distance of 300.0 feet to the Point of Beginning.

JE
M

EXHIBIT A-3

Mobile Homes

See attached.

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PARCEL ID: 23 361400 513

BREVARD COUNTY PROPERTY MANAGEMENT INFORMATION SYSTEM
TANGIBLE PERSONAL PROPERTY
MOBILE HOME PARK: COLONY PARK MOBILE HM VILLAGE MILLAGE: 2200

DATE: 12/18/15
PAGE: 268

LOT	STREET NUMBER	ACCOUNT	2315416	LOCATION
1	6786	MCG0160	PARK OWNED (OFFICE) 6786 MANGROVE DR MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 6786 MANGROVE DR
2	6784	MCG0002	WILCOX, MARTHA 6784 WEALEY ROAD MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 6784 WEALEY ROAD
3	6782	MCG0003	VACANT LOT 6782 MANGROVE DR MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 6782 MANGROVE DR
4	6780	MCG0004	PARK OWNED 6780 MANGROVE DR MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 6780 MANGROVE DR
6	6776	MCG0006	VACANT LOT 6776 MANGROVE DR MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 6776 MANGROVE DR
7	6774	MCG0007	HURST, KEVIN M 6774 MANGROVE DR MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 6774 MANGROVE DR
8	6772	MCG0161	PARK OWNED 6772 WEALEY ROAD MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 6772 WEALEY ROAD
9	6770	MCG0009	PARK OWNED 6770 MANGROVE DR MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 6770 MANGROVE DR
10	6768	MCG0010	PARK OWNED 6768 MANGROVE DR MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 6768 MANGROVE DR
11	6764	MCG0011	PARK OWNED 6764 MANGROVE DR MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 6764 MANGROVE DR

PMF860FT

BREVARD COUNTY PROPERTY MANAGEMENT INFORMATION SYSTEM
TANGIBLE PERSONAL PROPERTY
MOBILE HOME PARK: COLONY PARK MOBILE HM VILLAGE MILLAGE: 2200

DATE: 12/18/15
PAGE: 271

PARCEL ID: 23 361400 513

LOT	STREET NUMBER	ACCOUNT	2315416	LOCATION
33	6718	MCG0133	PARK OWNED 6718 MANGROVE DR MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 6718 MANGROVE DR
34	6716	MCG0134	JOHNSON, ANGELA 6716 MANGROVE DR MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 6716 MANGROVE DR
35	6714	MCG0135	PARK OWNED UNLIVEABLE 6714 MANGROVE DR MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 6714 MANGROVE DR
36	6712	MCG0136	PARK OWNED 6712 MANGROVE DR MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 6712 MANGROVE DR
37	6710	MCG0137	PARK OWNED <i>Private owned</i> 6710 MANGROVE DR MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 6710 MANGROVE DR
38	6708	MCG0138	PARK OWNED 6708 MANGROVE DR MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 6708 MANGROVE DR
39	6706	MCG0166	PARK OWNED <i>Private owned</i> 6706 MANGROVE DR MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 6706 MANGROVE DR
40	6704	MCG0165	PARK OWNED 6704 MANGROVE DR MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 6704 MANGROVE DR
42	6700	MCG0139	PARK OWNED 6700 MANGROVE DR MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 6700 MANGROVE DR
44	6701	MCG0159	SIMS, DEBRA 6701 MANGROVE DR MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 6701 MANGROVE DR

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PARCEL ID: 23 361400 513

BREVARD COUNTY PROPERTY MANAGEMENT INFORMATION SYSTEM
TANGIBLE PERSONAL PROPERTY
MOBILE HOME PARK: COLONY PARK MOBILE HM VILLAGE MILLAGE: 2200

DATE: 12/18/15
PAGE: 272

LOT	STREET NUMBER	ACCOUNT	2315416	LOCATION
47	6707	MCG0140	GODWIN, SUZANNE 6707 MANGROVE DR MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 6707 MANGROVE DR
48	6709	MCG0163	GAY, GENIA 6709 MANGROVE DR MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 6709 MANGROVE DR
49	6711	MCG0141	PARK OWNED 6711 MANGROVE DR MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 6711 MANGROVE DR
52	6759	MCG0031	VACANT LOT 6759 MANGROVE DR MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 6759 MANGROVE DR
53	6775	MCG0032	PARK OWNED 6775 MANGROVE DR MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 6775 MANGROVE DR
54	6755	MCG0033	OCCUPANT 6755 MANGROVE DR MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 6755 MANGROVE DR
55	6753	MCG0034	FLANIGAN, JIM 501 COVE VIEW DR WATERFORD MI 48327	COLONY PARK MOBILE HM VILLAGE 6753 MANGROVE DR
56	6751	MCG0035	RUSSELL, RICHARD 6751 MANGROVE DR MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 6751 MANGROVE DR
58	6747	MCG0037	VACANT LOT 6747 MANGROVE DR MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 6747 MANGROVE DR
59	6745	MCG0038	VACANT LOT 6745 MANGROVE DR MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 6745 MANGROVE DR

PMF860FT

BREVARD COUNTY PROPERTY MANAGEMENT INFORMATION SYSTEM
TANGIBLE PERSONAL PROPERTY

DATE: 12/18/15
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MOBILE HOME PARK: COLONY PARK MOBILE HM VILLAGE MILLAGE: 2200

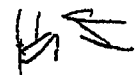
LOT	STREET NUMBER	ACCOUNT	2315416	LOCATION
60	6743	MCG0039	GARNER, AMANDA 6743 MANGROVE DR MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 6743 MANGROVE DR
61	6741	MCG0040	PARK OWNED UNLIVEABLE 6741 MANGROVE DR MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 6741 MANGROVE DR
62	6739	MCG0041	VACANT LOT 6739 MANGROVE DR MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 6739 MANGROVE DR
63	6737	MCG0042	VACANT LOT 6737 MANGROVE DR MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 6737 MANGROVE DR
64	6735	MCG0043	CHURCH, JAMES E 6735 MANGROVE DR MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 6735 MANGROVE DR
65	6733	MCG0044	VACANT LOT 6733 MANGROVE DR MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 6733 MANGROVE DR
66	6731	MCG0045	PARK OWNED 6731 MANGROVE DR MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 6731 MANGROVE DR
67	6729	MCG0046	PARK OWNED UNLIVEABLE 6729 MANGROVE DR MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 6729 MANGROVE DR
68	6727	MCG0047	VACANT LOT 6727 MANGROVE DR MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 6727 MANGROVE DR
69	6725	MCG0048	PARK OWNED UNLIVEABLE 6725 MANGROVE DR MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 6725 MANGROVE DR

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70	6721	MCG0123	PARK OWNED 6721 MANGROVE DR MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 6721 MANGROVE DR
91	6783	MCG0049	PARK OWNED 6783 MANGROVE DR MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 6783 MANGROVE DR
92	349	MCG0050	VACANT LOT 349 KELLY STREET MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 349 KELLY STREET
93	347	MCG0051	PARK OWNED 347 KELLY STREET MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 347 KELLY STREET
94	345	MCG0052	OCCUPANT 345 KELLY STREET MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 345 KELLY STREET
95	343	MCG0053	VACANT LOT 343 KELLY STREET MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 343 KELLY STREET
96	341	MCG0054	VACANT LOT 341 KELLY STREET MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 341 KELLY STREET
97	339	MCG0055	VACANT LOT 339 KELLY STREET MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 339 KELLY STREET
98	337	MCG0056	VACANT LOT 337 KELLY STREET MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 337 KELLY STREET
99	335	MCG0057	VACANT LOT 335 KELLY STREET MERRITT ISLAND FL 32952	COLONY PARK MOBILE HM VILLAGE 335 KELLY STREET

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LOT	STREET NUMBER	ACCOUNT	2315416	LOCATION
100	333	MCG0058	VACANT LOT 333 KELLY STREET MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 333 KELLY STREET
101	331	MCG0059	PARK OWNED OCCUPANT 331 KELLY STREET MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 331 KELLY STREET
102	329	MCG0060	PARK OWNED UNLIVEABLE <i>VACANT LOT</i> 329 KELLY STREET MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 329 KELLY STREET
103	327	MCG0061	OCCUPANT 327 KELLY STREET MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 327 KELLY STREET
104	325	MCG0062	VACANT LOT 325 KELLY STREET MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 325 KELLY STREET
105	323	MCG0063	VACANT LOT 323 KELLY STREET MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 323 KELLY STREET
106	321	MCG0064	VACANT LOT 321 KELLY STREET MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 321 KELLY STREET
107	317	MCG0118	PARK OWNED 317 KELLY STREET MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 317 KELLY STREET
109	6723	MCG0124	PARK OWNED 6723 MANGROVE DR MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 6723 MANGROVE DR
130	344	MCG0065	DROTAR, JOHN & DROTAR, ROBIN 344 KELLY STREET MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 344 KELLY STREET

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131	342	MCG0066	PARK OWNED 342 KELLY STREET MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 342 KELLY STREET
132	340	MCG0067	VACANT LOT 340 KELLY STREET MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 340 KELLY STREET
133	338	MCG0068	PARK OWNED 338 KELLY STREET MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 338 KELLY STREET
134	336	MCG0069	VACANT LOT 336 KELLY STREET MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 336 KELLY STREET
135	334	MCG0070	VACANT LOT 334 KELLY STREET MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 334 KELLY STREET
136	332	MCG0071	PARK OWNED 332 KELLY STREET MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 332 KELLY STREET
137	330	MCG0072	VACANT LOT 330 KELLY STREET MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 330 KELLY STREET
138	328	MCG0073	PARK OWNED STORAGE 328 KELLY STREET MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 328 KELLY STREET
139	326	MCG0074	PARK OWNED UNLIVEABLE 326 KELLY STREET MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 326 KELLY STREET
140	324	MCG0075	VACANT LOT 324 KELLY STREET MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 324 KELLY STREET

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LOT	STREET NUMBER	ACCOUNT	2315416	LOCATION
141	322	MCG0076	VACANT LOT 322 KELLY STREET MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 322 KELLY STREET
142	320	MCG0120	PARK OWNED 320 KELLY STREET MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 320 KELLY STREET
143	316	MCG0121	VACANT LOT 316 KELLY STREET MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 316 KELLY STREET
144	314	MCG0126	PARK OWNED (STORAGE) 314 KELLY STREET MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 314 KELLY STREET
146	312	MCG0127	VACANT LOT 312 KELLY STREET MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 312 KELLY STREET
147	310	MCG0142	OCCUPANT 310 KELLY STREET MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 310 KELLY STREET
148	308	MCG0157	PARK OWNED 308 KELLY STREET MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 308 KELLY STREET
149	306	MCG0156	PARK OWNED 306 KELLY ST. MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 306 KELLY STREET
150	304	MCG0143	PARK OWNED 304 KELLY ST. MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 304 KELLY STREET
151	302	MCG0144	PARK OWNED 302 KELLY ST MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 302 KELLY STREET

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LOT	STREET NUMBER	ACCOUNT	2315416	LOCATION
152	300	MCG0145	PARK OWNED 300 KELLY STREET MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 300 KELLY STREET
153	6800	MCG0146	PARK OWNED 6800 MERRILANE ST MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 6800 MERRILANE ST
154	6802	MCG0164	BERTOLINO, PAUL 6802 MERRILANE ST MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 6802 MERRILANE ST
155	6804	MCG0167	PARK OWNED 6804 MERRILANE ST MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 6804 MERRILANE ST
156	6806	MCG0153	PARK OWNED 6806 MERRILANE ST MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 6806 MERRILANE ST
178	441	MCG0077	PARK OWNED 441 WARREN ST MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 441 WARREN ST
179	439	MCG0078	VACANT LOT 439 WARREN ST MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 439 WARREN ST
180	437	MCG0079	VACANT LOT 437 WARREN ST MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 437 WARREN ST
181	435	MCG0080	PARK OWNED 435 WARREN ST MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 435 WARREN ST
182	433	MCG0081	VACANT LOT 433 WARREN ST MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 433 WARREN ST

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LOT	STREET NUMBER	ACCOUNT	2315416	LOCATION
183	431	MCG0082	PARK OWNED 431 WARREN ST MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 431 WARREN ST
184	429	MCG0095	VACANT LOT 429 WARREN ST MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 429 WARREN ST
185	427	MCG0083	VACANT LOT 427 WARREN ST MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 427 WARREN ST
186	425	MCG0084	PARK OWNED 425 WARREN ST MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 425 WARREN ST
187	423	MCG0085	PARK OWNED 423 WARREN ST MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 423 WARREN ST
188	421	MCG0086	VACANT LOT 421 WARREN ST MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 421 WARREN ST
189	419	MCG0087	ROSS, OLIVER 419 WARREN ST MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 419 WARREN ST
190	417	MCG0122	VACANT LOT 417 WARREN ST MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 417 WARREN ST
191	413	MCG0150	MORRISON, MATTHEW 413 WARREN ST MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 413 WARREN ST
192	411	MCG0147	PARK OWNED UNLIVEABLE 411 WARREN ST MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 411 WARREN ST

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LOT	STREET NUMBER	ACCOUNT	2315416	LOCATION
193	409	MCG0148	PARK OWNED 409 WARREN ST MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 409 WARREN ST
195	405	MCG0149	VACANT LOT 405 WARREN ST MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 405 WARREN ST
197	401	MCG0162	VACANT LOT 401 WARREN ST MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 401 WARREN ST
198	400	MCG0158	PARK OWNED 400 WARREN ST MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 400 WARREN ST
200	404	MCG0151	RUSH, DION 404 WARREN ST MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 404 WARREN ST
217	6876	MCG0088	PARK OWNED 6876 MARILANE ST MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 6876 MARILANE ST
218	6874	MCG0089	GONZALAZ, CHRISTINE 6874 MARILANE ST MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 6874 MARILANE ST
219	6872	MCG0090	VACANT LOT 6872 MARILANE ST MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 6872 MARILANE ST
220	6870	MCG0091	VACANT LOT 6870 MARILANE ST MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 6870 MARILANE ST
222	6868	MCG0093	VACANT LOT 6868 MARILANE ST MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 6868 MARILANE ST

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LOT	STREET NUMBER	ACCOUNT	2315416	LOCATION
223	6866	MCG0094	PARK OWNED UNLIVEABLE 6866 MARILANE ST MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 6866 MARILANE ST
224	432	MCG0096	PARK OWNED UNLIVEABLE 432 WARREN ST MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 432 WARREN ST
225	430	MCG0097	PARK OWNED 430 WARREN ST MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 430 WARREN ST
226	428	MCG0098	PARK OWNED 428 WARREN ST MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 428 WARREN ST
227	426	MCG0099	VACANT LOT 426 WARREN ST MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 426 WARREN ST
228	424	MCG0100	POINDEXTER, LARRY 110 SKYLARK AVE MERRITT ISLAND FL 32953 3239	COLONY PARK MOBILE HM VILLAGE 424 WARREN ST
229	422	MCG0101	PARK OWNED UNLIVEABLE 422 WARREN ST MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 422 WARREN ST
230	420	MCG0125	VACANT LOT 420 WARREN ST MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 420 WARREN ST
231	418	MCG0128	PARK OWNED UNLIVEABLE 418 WARREN ST MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 418 WARREN ST
259	6864	MCG0102	PARK OWNED 6864 MARILANE ST MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 6864 MARILANE ST

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LOT	STREET NUMBER	ACCDNT	2315416	LOCATION
260	6863	MCG0103	PARK OWNED 6863 MARILANE ST MERRITT ISLAND FL 32953 <i>Private Owner</i>	COLONY PARK MOBILE HM VILLAGE 6863 MARILANE ST
261	6862	MCG0104	VACANT LOT 6862 MARILANE ST MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 6862 MARILANE ST
262	6861	MCG0105	GIORGI, DOMINIC 6861 MARILANE ST MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 6861 MARILANE ST
263	6860	MCG0106	PARK OWNED 6860 MARILANE ST MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 6860 MARILANE ST
264	6859	MCG0107	VACANT LOT 6859 MARILANE ST MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 6859 MARILANE ST
265	6858	MCG0108	PARK OWNED UNLIVEABLE 6858 MARILANE ST MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 6858 MARILANE ST
267	6856	MCG0109	PARK OWNED 6856 MARILANE ST MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 6856 MARILANE ST
268	6851	MCG0110	MEGONIGAL, BARBARA 6851 MARILANE ST MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 6851 MARILANE ST
269	6854	MCG0111	PARK OWNED 6854 MARILANE ST MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 6854 MARILANE ST
270	6852	MCG0112	BAKER, DAVID 6852 MARILANE ST MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 6852 MARILANE ST

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271	6849	MCG0113	PARK OWNED UKLIVEABLE 6849 MARILANE ST MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 6849 MARILANE ST
272	6847	MCG0114	VACANT LOT 6847 MARILANE ST MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 6847 MARILANE ST
273	6845	MCG0115	VACANT LOT 6845 MARILANE ST MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 6845 MARILANE ST
274	6843	MCG0116	LASKO, MARK 1800 W KING STREET COCOA FL 32926	COLONY PARK MOBILE HM VILLAGE 6843 MARILANE ST
375	6841	MCG0117	MARTIN, E J & MARTIN, FRANCIS 6841 MARILANE ST MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 6841 MARILANE ST
276	6837	MCG0130	WRIGHT, LOIS 6837 MARILANE ST MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 6837 MARILANE ST
277	6839	MCG0131	CRAIG, HAZEL 6839 MARILANE ST MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 6839 MARILANE ST
288	6808	MCG0154	VACANT LOT 6808 MARILANE ST MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 6808 MARILANE ST
289	6810	MCG0155	PARK OWNED 6810 MARILANE ST MERRITT ISLAND FL 32953	COLONY PARK MOBILE HM VILLAGE 6810 MARILANE ST

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LOT	STREET NUMBER	ACCOUNT	2315416	LOCATION
B-A	6766	MCG0008	KUZNIAR, TIM 6766 WHALEY ROAD MERRITT ISLAND FL 32953	COLONY PARK MOBILE RM VILLAGE 6766 WHALEY ROAD

TOTAL ACCOUNTS: 160

Exhibit A-4

Additional Property, IF ANY

1. Any and all easements, rights-of-way, gores of land, streets, ways, alleys, passages, sewer rights, air rights, water, water stock, water rights, titles, interests, privileges, tenements, hereditaments and appurtenances whatsoever, if any, in any way belonging, relating or appertaining to any of the Property, and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Grantor of, in and to the same, if any.
2. All right, title, and interest of the Grantor, if any, in and to the land lying in the bed of any streets, roads, or avenues, opened, or proposed, in front of or adjoining the Property, and in and to the appurtenances thereto.

gmb
JR

**EXHIBIT B
ESCROW AGREEMENT**

THIS ESCROW AGREEMENT ("Escrow Agreement") is entered into as of the _____ day of _____, 2016, by and between COLONY PARK DEVELOPMENT, LLC, a Florida limited liability company ("CPD"), and COLONY PARK DEVELOPMENT UTILITIES, LLC, a Florida limited liability company ("CPDU") (CPD and CPDU may sometimes be referred to collectively as the "Seller"), CYPRESS STRAND PROPERTIES LLC, a Florida limited liability company ("Buyer"), and John M. Cappeller, Jr., P.A., a Florida professional association ("Escrow Agent").

RECITALS:

A. Buyer and Seller entered into a Purchase and Sale Agreement dated _____, 2016 ("Purchase Agreement") pertaining to real estate located Brevard, Florida, commonly known as "Colony Park"

B. The Purchase Agreement provides that Buyer shall deposit with Escrow Agent the sum of Thirty Thousand Dollars (\$30,000.00) which funds shall be held in accordance with the terms of this Escrow Agreement and the Purchase Agreement (the "Deposit"). The Purchase Agreement also provides that Buyer shall place the additional amount of Seventy Thousand Dollars (\$70,000.00) on deposit with Escrow Agent upon the expiration of the Inspection Period.

Now, therefore, for and in consideration of the mutual covenants herein contained and other good and valuable consideration each paid to the other, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitations, Definitions and Conflicts. Buyer and Seller each confirm that the recitals set forth above are true and correct. Capitalized terms not defined herein shall have the meanings ascribed thereto in the Purchase Agreement.

To the extent that any conflict exists between the terms and provisions of the Purchase Agreement and this Escrow Agreement, the terms and provisions of this Escrow Agreement shall govern and prevail. Buyer and Seller acknowledge that Escrow Agent is not a party to the Purchase Agreement. Buyer and Seller agree that the sole duties, responsibilities and liabilities of the Escrow Agent in connection with the Deposit and the subject transaction are limited to those expressly set forth in this Escrow Agreement, and not those contained in the Purchase Agreement.

2. General Terms of Escrow. Escrow Agent agrees to act as escrow agent in accordance with the provisions of this Escrow Agreement. The Deposit shall be paid to Escrow Agent in the form of wire transfer and shall be wired to the following account:

ACCOUNT NAME: JOHN M. CAPPELLER JR., P.A.

WIRE TO: Comerica Bank
Boca Raton, FL 33431

FOR CREDIT TO: JOHN M. CAPPELLER, JR., P.A.
d/b/a CAPPELLER LAW
350 Camino Gardens Blvd., #303
Boca Raton, Florida 33432
IOTA TRUST ACCOUNT

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Upon receipt of any Deposit, Escrow Agent shall provide Buyer and Seller with notice thereof.

The Deposit shall be held in a non-interest bearing account, and shall be deposited to and held in Escrow Agent's general trust account maintained at Comerica Bank, NA.

3. Financial Institutions - Escrow Account. Notwithstanding the Escrow Agent's acquiescence in the selection of the financial institution at which the escrow account is maintained, Escrow Agent shall not be responsible or liable for: (a) any failure on the part of the financial institution at which the account is maintained; (b) any inability or failure of said financial institution to deliver the Deposit or any portion thereof when required by this Escrow Agreement; or (c) any matters beyond the direct and exclusive control of Escrow Agent.

By execution of this Escrow Agreement, the parties acknowledge that they are aware that the FDIC coverage applies only to a cumulative maximum amount of: (a) \$250,000 until December 31, 2009; or (b) \$100,000 beginning January 1, 2010 (pursuant to the Emergency Stabilization Act) for each individual depositor for all of depositor's accounts at the same, or related institution. Buyer and Seller understand and agree that Escrow Agent assumes no responsibility for, nor will be held liable for, any loss arising from the fact that the amount of the above account may cause the aggregate amount of any individual depositors to exceed: (a) \$250,000 until December 31, 2009; or (b) \$100,000 beginning January 1, 2010 and that any excess amount is not insured by FDIC. Said parties further understand that FDIC insurance is not available on certain types of bank instruments, including, but not limited to, repurchase agreements, letters of credit, and other instruments.

The Escrow Agent shall not be responsible for: (i) loss diminution in value or failure to achieve a greater profit as a result of the investment of the Deposit; (ii) maintaining the value of any investment or providing investment counseling; and (iii) bank charges or service fees.

The parties acknowledge that if funds are invested in an interest-bearing account pursuant to paragraph 2. B. above, and Escrow Agent is directed to place the invested funds into a general escrow account for disbursement and is later instructed to re-invest those funds on the same business day, Escrow Agent shall not be responsible for any loss of interest due to its inability to reinvest the funds on the same business day.

4. Disbursement of Deposit at Closing. Escrow Agent shall disburse the Deposit, together with any additional funds received by the Escrow Agent incidental to the transaction in strict compliance with a written authorization on and direction ("Disbursing Authorization") signed by Buyer and Seller provided, however, the Escrow Agent cannot be required to disburse the Deposit on the same day that the Disbursing Authorization is received by Escrow Agent unless the Disbursing Authorization is received by Escrow Agent: (i) prior to 1:00 P.M. EST (invested funds) or prior to 3:00 P.M. EST (non-invested funds), on the day disbursement of the Deposit is directed to be made, (ii) the financial institution at which the escrow account is located is open to the general public for business until 5:00 P.M. on that day, and (iii) all funds constituting a part of the Deposit are cleared funds and available for withdrawal on that day. In the event any of these conditions are not met, then the Escrow Agent may delay disbursing until 9:00 A.M. EST of the next day that the financial institution at which the escrow account is located is open for business to the general public, and all funds constituting a part of the Deposit are cleared funds and available for withdrawal. Escrow Agent shall not be responsible for any delay in the electronic wire transfer of funds.

5. Buyers Independent Demand for Deposit. If at any time Escrow Agent receives independent notice from Buyer ("Buyer's Notice") requesting or demanding the Deposit, Escrow Agent shall promptly deliver a copy of the Buyer's Notice to Seller. Escrow Agent shall not, however, disburse the Deposit or any portion thereof as requested or demanded unless and until such time as Escrow Agent has received written mutual authorization, direction and instruction signed by Buyer and Seller: (a) authorizing the disbursement of the Deposit, (b) setting forth full instructions to whom and the manner in which the Deposit is to be disbursed, and (c) expressly providing that Escrow Agent's disbursement and delivery of the Deposit pursuant to such written mutual authorization, direction and instruction shall constitute the full, complete and proper performance by the Escrow Agent of all of its duties and responsibilities created hereunder, under the Purchase Agreement, or otherwise in connection with this escrow and, further, that by execution of said written mutual authorization, direction and instruction, Buyer and Seller are automatically releasing Escrow Agent from any and all liability created hereunder, under the Purchase Agreement or otherwise in connection with such escrow, without the necessity of Buyer and Seller or either, executing any further documentation subject only to the Escrow Agent disbursing the Deposit in accordance with said written authorization and instructions. If Buyer and Seller are unable to mutually agree to the disposition of the Deposit, then the disposition of the Deposit shall be governed by the terms and provisions hereinafter

set forth.

6. Seller's Independent Demand for Deposit. If at any time Escrow Agent receives independent notice from Seller ("Seller's Notice") requesting or demanding the Deposit, Escrow Agent shall promptly deliver a copy of the Seller's Notice to Buyer. Escrow Agent shall not, however, disburse the Deposit or any portion thereof as requested or demanded unless and until such time as Escrow Agent has received written mutual authorization direction and instruction signed by Buyer and Seller: (a) authorizing the disbursement of the Deposit, (b) setting forth full instructions to whom and the manner in which the Deposit is to be disbursed, and (c) expressly providing that Escrow Agent's disbursement and delivery of the Deposit pursuant to such written mutual authorization, direction and instruction shall constitute the full, complete and proper performance by the Escrow Agent of all of its duties and responsibilities created hereunder, under the Purchase Agreement, or otherwise in connection with this escrow and, further, that by execution of said written mutual authorization, direction and instruction, Buyer and Seller are automatically releasing Escrow Agent from any and all liability created hereunder, under the Purchase Agreement or otherwise in connection with such escrow, without the necessity of Buyer and Seller or either, executing any further documentation, subject only to the Escrow Agent disbursing the Deposit in accordance with said written authorization and instructions. If Buyer and Seller are unable to mutually agree to the disposition of the Deposit, then the disposition of the Deposit shall be governed by the terms and provisions hereinafter set forth.

7. Resolution of Disputes. In the event of any dispute between Buyer and Seller regarding the Deposit or any other funds held by Escrow Agent, or in the event Escrow Agent shall receive conflicting demands or instructions with respect thereto, Escrow Agent may withhold disbursement or delivery of the same to either party until Escrow Agent receives either:

(a) Written mutual authorization, direction, and instruction signed by the Buyer and Seller: (i) authorizing, directing and instructing Escrow Agent to disburse the Deposit, (ii) setting forth full instructions to whom and the manner in which the Deposit is to be disbursement, and (iii) expressly providing that Escrow Agent's disbursement and delivery of the Deposit pursuant to such written mutual authorization, direction and instruction shall constitute the full, complete and proper performance by the Escrow Agent of all of its duties and responsibilities created hereunder, under the Purchase Agreement, or otherwise in connection with this escrow and, further, that by execution of said written mutual authorization, direction and instruction, Buyer and Seller are automatically releasing Escrow Agent from any and all liability created hereunder, under the Purchase Agreement or otherwise in connection with such escrow, without the necessity of Buyer and Seller or either, executing any further documentation, subject only to the Escrow Agent disbursing the Deposit in accordance with said written authorization and instructions; or

(b) A non-appealable order from a court of competent jurisdiction that is binding upon Escrow Agent thereby ordering the delivery and disbursement of the Deposit and other escrowed funds, if any.

8. Interpleader. In the event of any dispute or conflicting demands or instructions, or disagreement regarding the interpretation of this Escrow Agreement, or regarding the rights and obligations or the propriety of any action contemplated by Escrow Agent hereunder, Escrow Agent may, at its sole discretion, file an action in interpleader in the Circuit Court in and for Broward County, Florida, and, further, to petition to deposit the Deposit and other escrowed funds, if any, into the registry of such court. If Escrow Agent files an action in interpleader, as aforesaid, or is joined as a party to any judicial or quasi-judicial proceeding as the result of it serving as Escrow Agent hereunder, Buyer and Seller, jointly and severally, agree to indemnify and hold Escrow Agent harmless from any and all liability, costs, expenses, and attorneys fees, at trial and appellate level, that Escrow Agent incurs in prosecuting or defending any such proceedings.

9. Release of Liability. Escrow Agent shall not be liable for any mistakes of fact or errors in judgment, or any acts or omissions of any kind, unless caused by its willful misconduct or gross negligence. Buyer and Seller jointly and severally agree to release and indemnify and hold Escrow Agent harmless from any and all claims, demands, causes of action, liability, damages, judgments, including the reasonable costs of defending any action against it, together with any reasonable attorneys' fees incurred therewith, in connection with Escrow Agent's undertaking pursuant to this Escrow Agreement unless such act or omission is a result solely of the willful misconduct or gross negligence of Escrow Agent, including but not limited to any action in interpleader brought by the Escrow Agent.

10. Reliance on Documents. Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statements or assertions contained in such

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writing or instrument, and may assume that persons purporting to give any writing, notice or instruction in connection with the provisions hereof has been duly authorized to do so. Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any written statements or instructions delivered to it. Escrow Agent shall not be liable in any manner for confirming the identity, authority, or rights of any party hereunder. Escrow Agent undertakes to perform only such duties as are expressly set forth herein, and there are no implied duties or obligations of Escrow Agent.

11. Discharge of Escrow Agent. Disbursement and payment of the Deposit and other funds, if any, held in escrow by the Escrow Agent hereunder, in accordance with the terms, conditions, and provision of this Escrow Agreement, including any delivery or disbursement pursuant to an interpleader action or other judicial action, shall fully and completely discharge and exonerate the Escrow Agent from any and all past, present and future liability or obligations of any nature or character at law or equity to the Buyer and Seller and under this Escrow Agreement, the Purchase Agreement or otherwise in connection with this escrow.

12. Resignation of Escrow Agent. The Escrow Agent may resign by giving written notice of its resignation to Seller and Buyer. Upon resignation, the Escrow Agent shall deliver the Deposit, as defined herein, to the successor escrow agent who shall be promptly appointed in writing by the Seller and Buyer, and which successor will issue to Escrow Agent its receipt for the Deposit so delivered. The Escrow Agent shall have the right to petition any court of competent jurisdiction for the appointment of a successor Escrow Agent.

13. Notices. All notices and demands made hereunder shall be in writing and given to the person(s) to whom the notice is directed, either by: (a) actual delivery at the address(es) stated below, including a national overnight delivery service, which shall be deemed effective at the time of actual delivery; (b) U.S. Postal Service addressed as stated below, posted and deposited with the U.S. Postal Service, which shall be deemed effective three (3) business days after being so deposited, provided the sender has a Certificate of Mailing evidencing the date of mailing; (c) facsimile transmission to the facsimile transmission number stated below, which notice shall be deemed effective upon completion of the facsimile transmission provided the sender has written proof of time, date and successful completion of such electrical transmission; or (d) e-mail transmission to the e-mail address stated below, which notice shall be deemed effective upon completion of the e-mail transmission, provided that any notice given by email transmission shall transmit the notice by a PDF attachment showing all required signatures and the sender has written proof of time, date and successful completion of such electrical transmission. All notices, demands, or other communications hereunder shall be addressed as follows:

If to Seller: Colony Park Development, LLC and
Colony Park Development Utilities, LLC
c/o Phillips, Cantor & Shalek, P.A.
4000 Hollywood Blvd., Suite 500N
Hollywood, FL 33021-1224
Attn: Gary S. Phillips, Esq.

If to Buyer: Cypress Strand Properties LLC
650 S. Courtenay Pkwy
Merritt Island, FL 32952

If to Escrow Agent: John M. Cappeller, Jr., P.A.
350 Camino Gardens Blvd. #303
Boca Raton, FL 33432
Attn: John M. Cappeller, Jr., Esq.

Where two recipients of a party to this Escrow Agreement are shown above, any notice, demand, or other communication hereunder shall be effective when first given to either recipient, provided that both recipients are given such notice, demand or other communication.

13. Compensation and Reimbursement of Expenses. Seller agrees to pay Escrow Agent, any fees payable to Escrow Agent as compensation for the escrow services Escrow Agent provides hereunder. Further Seller and Buyer jointly and severally agree to reimburse Escrow Agent upon request for all reasonable expenses, including attorneys' fees, incurred by it in performing its duties hereunder.

14. Further Limitations of Liability. Escrow Agent shall not be liable for any loss or damage resulting from any of the

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following:


- (a) The default, error, act or failure to act by any other party;
- (b) Escrow Agent's compliance with any legal process including, but not limited to, subpoena, writ, order, judgment and decree of any court whether issued with or without jurisdiction and whether or not subsequently vacated) modified, set aside or reversed.

No title insurance liability is created by this Escrow Agreement.

15. Miscellaneous. This Escrow Agreement may be executed in counterparts and the counterparts together shall constitute the single agreement of the parties. Facsimile OR electronic transmission of a counterpart signed by a party shall be sufficient to establish signature by that party. References to a specific time of day (e.g., 5:00 P.M.) shall be determined by reference to the time zone for the office of Escrow Agent referenced in Paragraph 12 (Notices) above. This Escrow Agreement shall be: (a) governed in accordance with the laws of the State of Florida; (b) amended only by a written instrument signed by Buyer, Seller, and Escrow Agent; and (c) binding upon and enforceable by the parties and their respective successors and assigns.

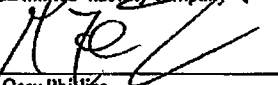
BUYER:

CYPRESS STRAND PROPERTIES LLC,
a Florida limited liability company

By: 
Name: _____
Title: MANAGING PARTNER

SELLER:

COLONY PARK DEVELOPMENT, LLC,
a Florida limited liability company

By: 
Name: Gary Phillips
Title: Manager

COLONY PARK DEVELOPMENT UTILITIES, LLC,
a Florida limited liability company

By: 
Name: Gary Phillips
Title: Manager

ESCROW AGENT:

John M. Cappellet, Jr., P.A.

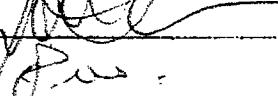
By: 
Name: _____
Title: _____

EXHIBIT C-1
FORM OF DEED OF CPD

Prepared by and return to:
Jeffrey J. Wolfe, Esq.
Phillips, Cantor, Shalek, Rubin & Pfister, P.A.
4000 Hollywood Blvd., Suite 500-N
Hollywood, FL 33021

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made and executed the _____ day of _____, 2016, by COLONY PARK DEVELOPMENT, LLC, a Florida limited liability company, whose street address is 4000 Hollywood Blvd., Suite 500-N, Hollywood, FL 33021, hereinafter called the Grantor, to CYPRESS STRAND PROPERTIES LLC, a Florida limited liability company, whose address is 650 S. Courtenay Parkway, Merritt Island, FL 32952, hereinafter called the Grantee:

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof are hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in Charlotte County, Florida, more particularly described in the attached Exhibit "A" (the "Property"); and (ii) all that certain additional property more particularly described in the attached Exhibit "B" (the "Additional Property"), IF ANY.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with Grantee that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; that it hereby specially warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, subject to real estate taxes for 2016 and subsequent years and all matters of record, without the intention of reimposing same.

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Exhibit "A" to Special Warranty Deed

Legal Description

ORB 2671, Page 1135: That part of the SW 1/4 of the SW 1/4 less the South 1/4 of the SW 1/4 of the SW 1/4 of Section 14, Township 23 South, Range 36 East and being more particularly described as follows:

Begin at the SW corner of the aforesaid parcel; thence run N 00 degrees 39' 04" W, along the West line of said parcel a distance of 947.98 feet; thence run N 87 degrees 05' 16" E a distance of 710.58 feet; thence run N 00 degrees 48' 54" W a distance of 10.00 feet to the North line of said parcel; thence run N 89 degrees 11' 06" E along the North line of said parcel a distance of 569.57 feet; thence run S 02 degrees 00' 25" E a distance of 985.11 feet to a point on the South line of said parcel; thence S 89 degrees 13' 32" W along the South line of said parcel a distance of 1302.88 feet to the Point of Beginning. LESS the following described parcels: Lots 32 thru 35, Colony Park North, Unit No. 2, described in Plat Book 24, Page 74; Tax Parcel 514 (ORB 2207, Page 106); Tax Parcel 517 (ORB 1068, Page 443 except ORB 1329, Page 901); and the Right of Way of Whaley Road, Public Records of Brevard County, Florida.

Also described as Parcels 1, 2 and 3:

Parcel 1:

Commence at the Southwest corner of Section 14, Township 23 South, Range 36 East; thence N 00 degrees 39' 04" W along the West line of said Section 14, a distance of 327.99 feet; thence N 89 degrees 13' 32" E a distance of 30.00 feet to the Point of Beginning; thence N 00 degrees 39' 04" W and parallel to the said West line of Section 14 a distance of 440.00 feet; thence N 89 degrees 13' 32" E a distance of 268.89 feet; thence S 02 degrees 00' 25" E a distance of 150.02 feet; thence N 89 degrees 13' 32" E a distance of 392.50 feet; thence S 02 degrees 00' 25" E a distance of 100.02 feet; thence S 89 degrees 13' 32" W a distance of 4.35 feet; thence S 00 degrees 46' 28" E a distance of 190.00 feet; thence S 89 degrees 13' 32" W a distance of 663.38 feet to the Point of Beginning. Said parcel lying in the Southwest Quarter (SW 1/4) of said Section 14, Brevard County, Florida.

Parcel 2:

Parcel of land lying in Section 14, Township 23 South, Range 36 East, Brevard County, Florida, being more particularly described as follows: The following described lands less the West 72 feet thereof: Commence at the Southwest corner of said Section and run N 00 degrees 39' 04" W along the West line of said Section a distance of 327.99 feet; thence N 89 degrees 13' 32" E, a distance of 30.00 feet; thence N 00 degrees 39' 04" W, parallel with said West line a distance of 440.00 feet for a Point of Beginning; thence N 89 degrees 13' 32" E, a distance of 268.89 feet; thence S 02 degrees 00' 25" E, a distance of 150.02 feet; thence N 89 degrees 13' 32" E, a distance of 392.50 feet; thence N 02 degrees 00' 25" W, a distance of 100.02 feet; thence N 00 degrees 46' 28" W, a distance of 150.00 feet; thence S 89 degrees 13' 32" W, a distance of 372.24 feet; thence S 86 degrees 54' 04" W, a distance of 50.05 feet; thence S 89 degrees 20' 56" W, a distance of 240.0 feet; thence S 00 degrees 39' 04" E, a distance of 98.51 feet to the Point of Beginning.

Parcel 3:

That part of the SW 1/4 of the SW 1/4 less the South 1/4 of the SW 1/4 of the SW 1/4 of Section 14, Township 23 South, Range 36 East and being more particularly described as follows:

Begin at the SW corner of the aforesaid parcel; thence run N 00 degrees 39' 04" W, along the West line of said parcel a distance of 947.98 feet; thence run N 87 degrees 05' 16" E a distance of 710.58 feet; thence run N 00 degrees 48' 54" W a distance of 10.00 feet to the North line of said parcel; thence run N 89 degrees 11' 06" E along the North line of said parcel a distance of 569.57 feet; thence run S 02 degrees 00' 25" E a distance of 985.11 feet to a point on the South line of said parcel; thence S 89 degrees 13' 32" W along the South line of said parcel a distance of 1302.88 feet to the Point of Beginning. LESS the West 170 feet of the North 409.47 feet thereof, and, except that part of the aforesaid lands conveyed by Esther R. Baker by deed dated March 29, 1973 and recorded in OR Book 1329, Page 901, Public Records of Brevard County, Florida.

Handwritten initials or signature

Exhibit "B" to Special Warranty Deed

Additional Property, IF ANY

3. Any and all easements, rights-of-way, gores of land, streets, ways, alleys, passages, sewer rights, air rights, water, water stock, water rights, titles, interests, privileges, tenements, hereditaments and appurtenances whatsoever, if any, in any way belonging, relating or appertaining to any of the Property, and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Grantor of, in and to the same, if any.
4. All right, title, and interest of the Grantor, if any, in and to the land lying in the bed of any streets, roads, or avenues, opened, or proposed, in front of or adjoining the Property, and in and to the appurtenances thereto.



EXHIBIT C-2
FORM OF DEED OF CPDU

Prepared by and return to:
Jeffrey J. Wolfe, Esq.
Phillips, Cantor, Shalek, Rubin & Pfister, P.A.
4000 Hollywood Blvd., Suite 500-N
Hollywood, FL 33021

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made and executed the _____ day of _____, 2016, by COLONY PARK DEVELOPMENT UTILITIES, LLC, a Florida limited liability company, whose street address is 4000 Hollywood Blvd., Suite 500-N, Hollywood, FL 33021, hereinafter called the Grantor, to CYPRESS STRAND PROPERTIES LLC, a Florida limited liability company, whose address is 650 S. Courtcnay Parkway, Merritt Island, FL 32952, hereinafter called the Grantee:

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof are hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in Charlotte County, Florida, more particularly described in the attached Exhibit "A" (the "Property"); and (ii) all that certain additional property more particularly described in the attached Exhibit "B" (the "Additional Property"), IF ANY.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with Grantee that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; that it hereby specially warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, subject to real estate taxes for 2016 and subsequent years and all matters of record, without the intention of reimposing same.

[Handwritten initials]

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed as of the day and year first above written.

Signed, sealed and delivered in the presence of:	COLONY PARK DEVELOPMENT UTILITIES, LLC, a Florida limited liability company
Sign Name: _____ Print Name: _____	By: _____ Gary Phillips, Manager
Sign Name: _____ Print Name: _____	

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Gary Phillips, as Manager of COLONY PARK DEVELOPMENT UTILITIES, LLC, a Florida limited liability company, in the capacity aforesated; such person is personally known to me or has produced _____ as identification and did not do so under oath.

	Sign Name: _____
	Print Name: _____
My Commission Expires:	Notary Public
	Serial No. (none if blank): _____
[NOTARIAL SEAL]	

[Handwritten initials]

Exhibit "A" to Special Warranty Deed

Legal Description

A parcel of land lying in Section 15, Township 23 South, Range 36 East, Brevard County, Florida, lying adjacent to and South of Colony Park, Section 3, according to the Plat thereof as recorded in Plat Book 20, Page 107, Public Records of Brevard County, Florida, and being more particularly described as follows:

Commence at the S.E. Corner of said Section 15 and run S. 87 degrees 45' 45" W. along the South line of said Section a distance of 958.38 feet for a Point of Beginning of this description; thence continue S. 87 degrees 45' 45" W. along said South line, 250.00 feet; thence N. 2 degrees 14' 15" W., 312.50 feet to the Southwest corner of the aforementioned Colony Park, Section 3; thence along the South line of said subdivision the following courses and distances: N 87 degrees 45' 45" E., 100.0 feet; N. 2 degrees 14' 15" W., 62.50 feet; N. 87 degrees 45' 45" E., 50.00 feet; S. 2 degrees 14' 15" E., 75.0 feet; N. 87 degrees 45' 45" E. 100.0 feet; thence leaving said South line run S. 2 degrees 14' 15" E., 300.0 feet to the Point of Beginning;

AND

A parcel of land lying in Section 15, Township 23 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 15, and run S. 87 degrees 45' 45" W., along the South line of said Section, a distance of 638.38 feet to the Southwest corner of COLONY PARK, SECTION 2, recorded in Plat Book 20, Page 18, Public Records of Brevard County, Florida, the Point of Beginning; thence continue S. 87 degrees 45' 45" W., along said South line, a distance of 300.00 feet; thence N. 02 degrees 14' 15" W., along the East line of lands described in Official Records Book 1474, Page 1008, a distance of 300.0 feet to a point on the South line of COLONY PARK, SECTION 3, recorded in Plat Book 20, Page 107; thence N 87 degrees, 45' 45" E., along said South line, a distance of 300.0 feet to a point on the West line of aforesaid COLONY PARK, SECTION 2; thence S. 02 degrees 14' 15" E., along said West line, a distance of 300.0 feet to the Point of Beginning.



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Exhibit "B" to Special Warranty Deed

Additional Property, IF ANY

5. Any and all easements, rights-of-way, gores of land, streets, ways, alleys, passages, sewer rights, air rights, water, water stock, water rights, titles, interests, privileges, tenements, hereditaments and appurtenances whatsoever, if any, in any way belonging, relating or appertaining to any of the Property, and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Grantor of, in and to the same, if any.
6. All right, title, and interest of the Grantor, if any, in and to the land lying in the bed of any streets, roads, or avenues, opened, or proposed, in front of or adjoining the Property, and in and to the appurtenances thereto.

Handwritten initials

EXHIBIT D-1

FORM OF FIRPTA CERTIFICATE OF CPD

Non-Foreign Affidavit

Before me, the undersigned authority, personally appeared Gary Phillips, who being by me duly sworn, on oath, deposes and says:

- 1. That affiant is the Manager of Colony Park Development, LLC, a Florida limited liability company ("Transferor").
- 2. Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by Transferor, the undersigned hereby certifies the following on behalf of Transferor:

- A. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate or disregarded entity (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
- B. Transferor's Tax Identification Number is _____; and
- C. Transferor has an address at _____

3. Transferor understands that this Affidavit may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

4. Under penalties of perjury I declare that I have examined this Affidavit and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

COLONY PARK DEVELOPMENT, LLC,
a Florida limited liability company

By: _____
Gary Phillips, Manager

Source CFR, Section 1.1445-2T(b)(2)(iii)(B)

STATE OF FLORIDA)
) SS.:
COUNTY OF BROWARD

On _____, 2016 before me personally appeared Gary Phillips, as Manager of COLONY PARK DEVELOPMENT, LLC, a Florida limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed within this instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[Notary Seal]

Notary Public

Printed Name: _____

My Commission Expires: _____

[Handwritten Signature]
[Handwritten Initials]

EXHIBIT D-2

FORM OF FIRPTA CERTIFICATE OF CPDU

Non-Foreign Affidavit

Before me, the undersigned authority, personally appeared Gary Phillips, who being by me duly sworn, on oath, deposes and says:

1. That affiant is the Manager of Colony Park Development Utilities, LLC, a Florida limited liability company ("Transferor").

2. Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by Transferor, the undersigned hereby certifies the following on behalf of Transferor:

D. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate or disregarded entity (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);

E. Transferor's Tax Identification Number is _____; and

F. Transferor has an address at _____

3. Transferor understands that this Affidavit may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

4. Under penalties of perjury I declare that I have examined this Affidavit and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of "Transferor."

COLONY PARK DEVELOPMENT UTILITIES, LLC,
a Florida limited liability company

By: _____
Gary Phillips, Manager

Source CFR, Section 1.1445-2T(b)(2)(iii)(B)

STATE OF FLORIDA)
) SS.:
COUNTY OF BROWARD

On _____, 2016 before me personally appeared Gary Phillips, as Manager of COLONY PARK DEVELOPMENT UTILITIES, LLC, a Florida limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed within this instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[Notary Seal]

Notary Public

Printed Name: _____

My Commission Expires: _____

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT ("Amendment") dated as of this 14 day of March, 2016, by and between COLONY PARK DEVELOPMENT, LLC, a Florida limited liability company ("CPD"), and COLONY PARK DEVELOPMENT UTILITIES, LLC, a Florida limited liability company ("CPDU") (CPD and CPDU may sometimes be referred to collectively as the "Seller") and CYPRESS STRAND PROPERTIES, LLC, a Florida limited liability company ("Buyer"). Capitalized terms not defined herein shall have the meaning set forth in the Agreement (as hereinafter defined).

WHEREAS, Buyer and Seller entered into that certain Purchase and Sale Agreement dated January 27, 2016 (the "Agreement"); and

WHEREAS, Buyer and Seller desire to amend the Agreement upon the terms and conditions hereinafter set forth.

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

1. **Recitals**: The above recitals are true and correct and are incorporated herein by reference.
2. **Amendment**: The Agreement shall be amended as follows:
 - A. Section 3. B of the Agreement shall be amended by deleting the last sentence and replacing it with the following:

The Purchase Price shall be allocated among the Sellers as follows: \$1,850,000 to CPD and \$50,000 to CPDU.
 - B. Section 6. A of the Agreement shall be amended as follows:

The Loan Approval Date shall be extended to March 18, 2016.
 - C. The closing of the purchase and sale of the Real Property owned by CPDU and described on Exhibit A-2 of the Agreement (the "Utility Property") shall be contingent upon and subject to the approval of the Florida Public Service Commission in accordance with Section 367.071(1) of the Florida Statutes. Notwithstanding anything contained in the Agreement to the contrary, the Buyer and Seller hereby agree to escrow, at Closing, the Special Warranty Deed from CPDU attached to the Agreement as Exhibit C-2, along with the other transfer documents, including, without limitation, all bills of sale and assignments from CPDU, and the \$50,000.00 portion of the Purchase Price allocable to CPDU in accordance with the Escrow Agreement attached hereto as Appendix 1. The

transfer (or inability to transfer) the Utility Property shall in no way have any effect whatsoever on the consummation of the purchase and sale of the Real Property owned by CPD and described on Exhibit A-1 of the Agreement.

3. **Reaffirmation.** In the event of conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, the terms and conditions of this Amendment shall control. Except as modified hereby, the Agreement is hereby ratified and confirmed and is in full force and effect.

4. **Entire Agreement:** This Amendment contains the entire agreement between the parties and may not be modified orally, but only in writing, signed by the parties.

5. **Counterparts:** This Amendment may be executed in counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Buyer and Seller have executed this Amendment as of the day and year first above written.

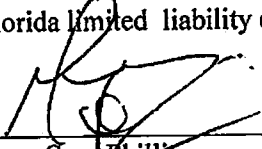
BUYER:

CYPRESS STRAND PROPERTIES, LLC,
a Florida limited liability company

By: _____
Name:
Title:

SELLER:

COLONY PARK DEVELOPMENT, LLC,
a Florida limited liability company

By:  _____
Name: Gary Phillips
Title: Manager

COLONY PARK DEVELOPMENT UTILITIES, LLC,
a Florida limited liability company

By:  _____
Title: Manager

Appendix 1

Escrow Agreement

ESCROW AGREEMENT

THIS ESCROW AGREEMENT made as of this ___ day of March, 2016, by and among COLONY PARK DEVELOPMENT UTILITIES, LLC, a Florida limited liability company ("Seller"), CYPRESS STRAND PROPERTIES, LLC, a Florida limited liability company ("Purchaser"), and Phillips, Cantor, Shalek, Rubin & Pfister, P.A., a Florida corporation (the "Escrow Agent").

WHEREAS, the Seller and the Purchaser have entered into (i) that certain Purchase and Sale Agreement, dated as of January 27, 2016, as amended (collectively, the "Purchase Agreement"), for the purchase of that certain real property located at Colony Park Mobile Home Village, Merritt Island, Florida, Folio (i) known as Parcel Id. 23-36-15-00-00757.0-0000.00, and (ii) known as Parcel Id. 23-36-15-00-00751.0-0000.00 (the "CPDU Property");

WHEREAS, pursuant to that certain First Amendment to the Purchase and Sale Agreement dated March ___, 2016 (the "First Amendment"), the Seller and Purchaser agreed to execute and deliver this Escrow Agreement, along with the following original executed documents at the closing of the purchase and sale of the real property owned by Colony Development, LLC, a Florida limited liability company (the "CPD Closing"): (i) a Special Warranty Deed, (ii) a Quit Claim Bill of Sale, (iii) a Quit Claim Assignment of Leases, (iv) a FIRPTA Affidavit, (v) a Limited Liability Company Affidavit, (vi) Closing Statement Addendum; and (vii) Disbursement Instructions (collectively, the "Transfer Documents") to be held in escrow under this Escrow Agreement;

WHEREAS, pursuant to the First Amendment, the Seller agrees to wire \$50,000.00 to the trust account of the Escrow Agent on or before the CPD Closing (the "Purchase Funds"); and

WHEREAS, the Purchaser and Seller desire and the Escrow Agent has agreed to hold the Transfer Documents and the Purchase Funds (collectively, the "Escrowed Property") pursuant to the terms and conditions of this Escrow Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants herein contained, the parties hereto hereby agree as follows:

1. On or before the CPD Closing, the Seller and Purchaser shall deliver to the Escrow Agent the Transfer Documents and the Purchase Funds to be held in escrow pursuant to this Escrow Agreement.

2. The Purchaser and Seller agree to give the Escrow Agent prompt and appropriate written notice of any change to the Purchase Agreement, including, without limitation, the expected closing date of the CPDU Property or any termination thereof.

3. The Escrow Agent shall disburse the Purchase Funds to Seller, record the Special Warranty Deed with Broward County, and release the other Transfer Documents to the applicable parties within 10 days of Escrow Agent's receipt of written approval from the Florida Public Service Commission regarding the transfer by Seller to Purchaser in accordance with Section 367.071(1) of the Florida Statutes (the "PSC Approval"), without further notice or action required by either party. Notwithstanding the preceding, in the event that PSC Approval is not provided to

Escrow Agent within one year from the date of this Escrow Agreement (the "Escrow Period"), or, if earlier, Seller and Purchaser provide joint written notice to Escrow Agent that this transaction has been terminated, then the Escrow Agent shall promptly release the Purchase Funds to Purchaser, and destroy the Transfer Documents.

4. During the Escrow Period, the Purchaser shall operate the Utility Property, retain all Revenue and provide for all expenses, and maintain the Utility Property in the same condition that existed at the Closing Date, normal wear and tear excepted. The parties shall make a good faith and diligent effort in the application and approval process toward PSC Approval.

5. If at any time a dispute shall exist as to the duties of the Escrow Agent and the terms thereof, the Escrow Agent may deposit the Escrowed Property with the Clerk of the Court of Broward County, State of Florida and may interplead the parties in dispute. Upon so depositing such funds and filing its complaint in the interpleader, the Escrow Agent shall be completely discharged and released from all further liability or responsibility under the terms hereof.

6. Upon the Escrow Agent release of the Escrowed Property as provided for herein, the Escrow Agent shall be completely discharged and released of any and all further liabilities of responsibilities hereunder.

7. The Escrow Agent, in its actions pursuant to this Escrow Agreement, shall be fully protected in every reasonable exercise of its discretion and shall have no obligations hereunder either to any other party, except as expressly set forth herein.

8. In performing any of its duties hereunder, the Escrow Agent shall not incur any liability to anyone for any damages, losses or expenses, except for willful act or omission, and it shall, accordingly, not incur any such liability with respect to (i) any action taken or omitted in good faith upon advice of its counsel or counsel for Seller or Purchaser given with respect to any question relating to the duties and responsibilities of the Escrow Agent under this Escrow Agreement, or (ii) any action taken or omitted in reliance upon any instrument, including the written advice provided for herein, not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth and accuracy of any information contained therein, which the Escrow Agent shall in good faith believe to be genuine, to have been signed and presented by a proper person or persons, and to conform with the provisions of this Escrow Agreement.

9. The Seller and Purchaser hereby agree to indemnify and hold harmless the Escrow Agent against any and all losses, claims, damages, liabilities and expenses including reasonable costs of investigation and counsel fees and disbursements, which may be imposed upon the Escrow Agent or incurred by the Escrow Agent in connection with its acceptance of appointment as Escrow Agent hereunder, or the performance of its duties hereunder, including any litigation arising from this Escrow Agreement or involving the subject matter hereof.

10. This Escrow Agreement and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein or performance shall be governed or interpreted according to the laws of the State of Florida.

11. In the event any parts of this Escrow Agreement are found to be void, the remaining provisions of this Escrow Agreement shall nevertheless be binding with the same effect as though the

void parts were deleted

12. This Escrow Agreement shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors and assigns.

13. All notices, offers, acceptance and any other acts under this Escrow Agreement (except payment) shall be in writing, and shall be sufficiently given if delivered to the addressees in person, by FedEx or similar receipted delivery, or next business day delivery, or by facsimile or email delivery (in which event a copy shall immediately be sent by FedEx or similar receipted delivery), to the address set forth below the signatures of each party or to such other address or facsimile number, as either of them, by notice to the other may designate from time to time. The transmission confirmation receipt from the sender's facsimile machine shall be evidence of successful facsimile delivery.

14. In the event that there is any controversy or claim arising out of or relating to this Escrow Agreement, or to the interpretation, breach or enforcement thereof, and any action or proceeding relating to this Escrow Agreement is filed, the prevailing party shall be entitled to an award by the court of reasonable attorneys' fees, costs and expenses.

15. The Purchaser and Seller acknowledge that Escrow Agent represents, and will continue to represent, Seller with respect to the transactions contemplated by the Purchase Agreement and that this Escrow Agreement is being undertaken merely as an accommodation to the parties.

16. This Escrow Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The execution of this Escrow Agreement may be by actual or facsimile signature.

17. This Escrow Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the subject matter hereof. Neither this Escrow Agreement nor any provision hereof may be changed, waived, discharged or terminated orally, except by a statement in writing signed by the party or parties against which enforcement or the change, waiver discharge or termination is sought.

IN WITNESS WHEREOF, the Purchaser, Seller, and Escrow Agent have executed this Escrow Agreement on the date and year first above written.

[Signature Page to Follow]

Escrow Agent:

Phillips, Cantor, Shalek, Rubin & Pfister, P.A.

By: _____
Print Name: _____
Print Title: _____

Address: 4000 Hollywood Blvd.
Suite 500-N
Hollywood, FL 33021
Attn: Gary Phillips, Esq.

Seller:

Colony Park Development Utilities, LLC

By: _____
Print Name: Gary Phillips
Print Title: Manager

Address: 4000 Hollywood Blvd.
Suite 500-N
Hollywood, FL 33021
Attn: Gary Phillips, Esq.

Buyer:

Cypress Strand Properties, LLC

By: _____
Print Name: _____
Print Title: _____

Address: 650 S. Courtenay Pkwy
Merritt Island, FL 32952

ESCROW AGREEMENT

THIS ESCROW AGREEMENT made as of this 28 day of March, 2016, by and among COLONY PARK DEVELOPMENT UTILITIES, LLC, a Florida limited liability company ("Seller"), COLONY WASTE SERVICES LLC, a Florida limited liability company ("Purchaser"), and Phillips, Cantor, Shalek, Rubin & Pfister, P.A., a Florida corporation (the "Escrow Agent").

WHEREAS, the Seller and the Purchaser have entered into (i) that certain Purchase and Sale Agreement, dated as of January 27, 2016, as amended (collectively, the "Purchase Agreement"), for the purchase of that certain real property located at Colony Park Mobile Home Village, Merritt Island, Florida, Folio (i) known as Parcel Id. 23-36-15-00-00757.0-0000.00, and (ii) known as Parcel Id. 23-36-15-00-00751.0-0000.00 (the "CPDU Property");

WHEREAS, pursuant to that certain First Amendment to the Purchase and Sale Agreement dated March __, 2016 (the "First Amendment"), the Seller and Purchaser agreed to execute and deliver this Escrow Agreement, along with the following original executed documents at the closing of the purchase and sale of the real property owned by Colony Development, LLC, a Florida limited liability company (the "CPD Closing"): (i) a Special Warranty Deed, (ii) a Quit Claim Bill of Sale, (iii) a Quit Claim Assignment of Leases, (iv) a FIRPTA Affidavit, (v) a Limited Liability Company Affidavit, (vi) Closing Statement Addendum; and (vii) Disbursement Instructions (collectively, the "Transfer Documents") to be held in escrow under this Escrow Agreement;

WHEREAS, pursuant to the First Amendment, the Seller agrees to wire \$50,000.00 to the trust account of the Escrow Agent on or before the CPD Closing (the "Purchase Funds"); and

WHEREAS, the Purchaser and Seller desire and the Escrow Agent has agreed to hold the Transfer Documents and the Purchase Funds (collectively, the Escrowed Property") pursuant to the terms and conditions of this Escrow Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants herein contained, the parties hereto hereby agree as follows:

1. On or before the CPD Closing, the Seller and Purchaser shall deliver to the Escrow Agent the Transfer Documents and the Purchase Funds to be held in escrow pursuant to this Escrow Agreement.
2. The Purchaser and Seller agree to give the Escrow Agent prompt and appropriate written notice of any change to the Purchase Agreement, including, without limitation, the expected closing date of the CPDU Property or any termination thereof.
3. The Escrow Agent shall disburse the Purchase Funds to Seller, record the Special Warranty Deed with Broward County, and release the other Transfer Documents to the applicable parties within 10 days of Escrow Agent's receipt of written approval from the Florida Public Service Commission regarding the transfer by Seller to Purchaser in accordance with Section 367.071(1) of the Florida Statutes (the "PSC Approval"), without further notice or action required by either party. Notwithstanding the preceding, in the event that PSC Approval is not provided to

Escrow Agent within one year from the date of this Escrow Agreement (the "Escrow Period"), or, if earlier, Seller and Purchaser provide joint written notice to Escrow Agent that this transaction has been terminated, then the Escrow Agent shall promptly release the Purchase Funds to Purchaser, and destroy the Transfer Documents.

4. During the Escrow Period, the Purchaser shall operate the Utility Property, retain all Revenue and provide for all expenses, and maintain the Utility Property in the same condition that existed at the Closing Date, normal wear and tear excepted. The parties shall make a good faith and diligent effort in the application and approval process toward PSC Approval.

5. If at any time a dispute shall exist as to the duties of the Escrow Agent and the terms thereof, the Escrow Agent may deposit the Escrowed Property with the Clerk of the Court of Broward County, State of Florida and may interplead the parties in dispute. Upon so depositing such funds and filing its complaint in the interpleader, the Escrow Agent shall be completely discharged and released from all further liability or responsibility under the terms hereof.

6. Upon the Escrow Agent release of the Escrowed Property as provided for herein, the Escrow Agent shall be completely discharged and released of any and all further liabilities or responsibilities hereunder.

7. The Escrow Agent, in its actions pursuant to this Escrow Agreement, shall be fully protected in every reasonable exercise of its discretion and shall have no obligations hereunder either to any other party, except as expressly set forth herein.

8. In performing any of its duties hereunder, the Escrow Agent shall not incur any liability to anyone for any damages, losses or expenses, except for willful act or omission, and it shall, accordingly, not incur any such liability with respect to (i) any action taken or omitted in good faith upon advice of its counsel or counsel for Seller or Purchaser given with respect to any question relating to the duties and responsibilities of the Escrow Agent under this Escrow Agreement, or (ii) any action taken or omitted in reliance upon any instrument, including the written advice provided for herein, not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth and accuracy of any information contained therein, which the Escrow Agent shall in good faith believe to be genuine, to have been signed and presented by a proper person or persons, and to conform with the provisions of this Escrow Agreement.

9. The Seller and Purchaser hereby agree to indemnify and hold harmless the Escrow Agent against any and all losses, claims, damages, liabilities and expenses including reasonable costs of investigation and counsel fees and disbursements, which may be imposed upon the Escrow Agent or incurred by the Escrow Agent in connection with its acceptance of appointment as Escrow Agent hereunder, or the performance of its duties hereunder, including any litigation arising from this Escrow Agreement or involving the subject matter hereof.

10. This Escrow Agreement and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein or performance shall be governed or interpreted according to the laws of the State of Florida.

11. In the event any parts of this Escrow Agreement are found to be void, the remaining provisions of this Escrow Agreement shall nevertheless be binding with the same effect as though the

void parts were deleted

12. This Escrow Agreement shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors and assigns.

13. All notices, offers, acceptance and any other acts under this Escrow Agreement (except payment) shall be in writing, and shall be sufficiently given if delivered to the addressees in person, by FedEx or similar receipted delivery, or next business day delivery, or by facsimile or email delivery (in which event a copy shall immediately be sent by FedEx or similar receipted delivery), to the address set forth below the signatures of each party or to such other address or facsimile number, as either of them, by notice to the other may designate from time to time. The transmission confirmation receipt from the sender's facsimile machine shall be evidence of successful facsimile delivery.

14. In the event that there is any controversy or claim arising out of or relating to this Escrow Agreement, or to the interpretation, breach or enforcement thereof, and any action or proceeding relating to this Escrow Agreement is filed, the prevailing party shall be entitled to an award by the court of reasonable attorneys' fees, costs and expenses.

15. The Purchaser and Seller acknowledge that Escrow Agent represents, and will continue to represent, Seller with respect to the transactions contemplated by the Purchase Agreement and that this Escrow Agreement is being undertaken merely as an accommodation to the parties.

16. This Escrow Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The execution of this Escrow Agreement may be by actual or facsimile signature.

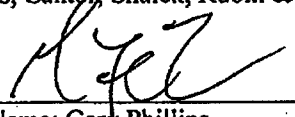
17. This Escrow Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the subject matter hereof. Neither this Escrow Agreement nor any provision hereof may be changed, waived, discharged or terminated orally, except by a statement in writing signed by the party or parties against which enforcement or the change, waiver discharge or termination is sought.

IN WITNESS WHEREOF, the Purchaser, Seller, and Escrow Agent have executed this Escrow Agreement on the date and year first above written.

[Signature Page to Follow]

Escrow Agent:

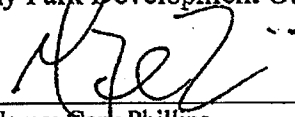
Phillips, Canton, Shalek, Rubin & Pfister, P.A.

By: 
Print Name: Gary Phillips
Print Title: Manager

Address: 4000 Hollywood Blvd.
Suite 500-N
Hollywood, FL 33021
Attn: Gary Phillips, Esq.

Seller:

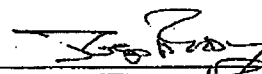
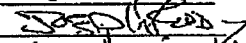
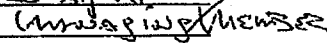
Colony Park Development Utilities, LLC

By: 
Print Name: Gary Phillips
Print Title: Manager

Address: 4000 Hollywood Blvd.
Suite 500-N
Hollywood, FL 33021
Attn: Gary Phillips, Esq.

Buyer:

Colony Waste Services LLC

By: 
Print Name: 
Print Title: 

Address: 650 S. Courtenay Pkwy
Merritt Island, FL 32952

QUIT CLAIM BILL OF SALE - CPDU

THIS QUITCLAIM BILL OF SALE (this "Bill of Sale") is made as of the 28 day of March, 2016 by and between COLONY PARK DEVELOPMENT UTILITIES, LLC, a Florida limited liability company, as seller ("Seller"), and COLONY WASTE SERVICES LLC, a Florida limited liability company, as purchaser ("Purchaser").

WITNESSETH:

WHEREAS, Seller and Purchaser entered into that certain Purchase and Sale Agreement, dated as of January 27, 2016, as amended (the "Purchase Agreement"), for the purchase and sale of certain real property and mobile homes located at Colony Park Mobile Home Village, Merritt Island, Florida, Folio (i) known as Parcel Id. 23-36-15-00-00757.0-0000.00, and (ii) known as Parcel Id. 23-36-15-00-00751.0-0000.00 (the "Property"); and

WHEREAS, pursuant to Section 7B(6) of the Purchase Agreement, Seller and Purchaser are required to execute and deliver this Quit Claim Bill of Sale as a condition to the closing of the transaction contemplated under the Purchase Agreement (the "Closing").

NOW, THEREFORE, that Seller for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DOES HEREBY QUITCLAIM unto Purchaser all of the Seller's right, title and interest, if any: in and to: (i) the sewer utility system both within the Property and outside the Property, and (ii) the existing mobile homes located on the Property (the "Mobile Homes"). The Mobile Homes are conveyed in their AS-IS, WHERE-IS condition as more particularly set forth in the following paragraph subject, however, to any and all encumbrances, claims (including claims relating to title) or other matters or conditions affecting the Mobile Homes, including, without limitation, personal property taxes, liens, security interests, licenses, defects and leases.

The Seller has executed and delivered this Bill of Sale to Purchaser, and Purchaser has received and accepted this Bill of Sale and has acquired such right, title and interest in the Mobile Homes as the Seller may have, if any, AS IS, WHERE IS, AND WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL; IT BEING THE INTENTION OF THE SELLER AND PURCHASER, BY ITS ACCEPTANCE OF THIS BILL OF SALE, TO HEREBY EXPRESSLY REVOKE, RELEASE, NEGATE, AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES AS TO (i) THE EXISTENCE, OWNERSHIP, TITLE, POSSESSION, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY, VALUE, CONDITION, MAKE, MODEL, COMPOSITION, AUTHENTICITY, OR AMOUNT OF THE MOBILE HOMES; (ii) THE SUITABILITY, MERCHANTABILITY, OR FITNESS OF THE MOBILE HOMES FOR A PARTICULAR USE OR PURPOSE; (iii) THE NATURE OR QUALITY OF CONSTRUCTION, STRUCTURAL DESIGN, OR ENGINEERING OF THE MOBILE HOMES OR THE QUALITY OF THE LABOR OR MATERIALS INCLUDED THEREIN; (iv) ANY FEATURES OR CONDITIONS OF OR WHICH AFFECT THE MOBILE HOMES; (v) ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE MOBILE HOMES; AND (vi) ANY ENVIRONMENTAL, GEOLOGICAL, STRUCTURAL, OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW, OR HEREAFTER AFFECTING IN ANY MANNER ANY OF THE MOBILE HOMES.

This is a final and exclusive expression of the agreement of the Seller and Purchaser as to the interests described hereinabove, and no course of dealing or usage of trade or custom or course of performance shall be relevant to explain or supplement any term expressed in this Bill of Sale.

This Bill Of Sale is executed pursuant to that certain Purchase and Sale Agreement dated as of January 27, 2016 between Seller and Purchaser.

IN WITNESS WHEREOF, this Bill of Sale is executed by the Seller and Purchaser to be effective as of the date first written above. This Bill of Sale may be executed in multiple counterparts, all such executed counterparts shall constitute the same agreement, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

PURCHASER:

COLONY WASTE SERVICES LLC,
a Florida limited liability company

By: 

Name:

Title:

SELLER:

COLONY PARK DEVELOPMENT UTILITIES, LLC,
a Florida limited liability company

By: 

Name: Gary Phillips

Title: Manager

Prepared by:/Return to:
JEFFREY J. WOLFE, ESQ.
Phillips, Cantor, Shalek & Rubin, P.A.
4000 Hollywood Boulevard, Suite 500 North
Hollywood, Florida 33021

AFFIDAVIT

Before me, the undersigned authority, personally appeared Gary Phillips (the "Affiant") who being by me duly sworn on oath, deposes and says:

1. Affiant is over the age of eighteen (18) years and sui juris.
2. Affiant is the manager (the "Manager") of Colony Park Development Utilities, LLC, a Florida limited liability company (the "LLC").
3. The LLC is the owner of the following legally described property (the "Property"):

See Exhibit "A" attached hereto and made a part hereof.
4. Affiant acknowledges that the proposed insured easements have not been terminated, abandoned or amended and are still in use.
5. Affiant acknowledges that there are no leases and that it is in possession.

FURTHER AFFIANT SAYETH NAUGHT.

Colony Park Development Utilities, LLC, a
Florida limited liability company

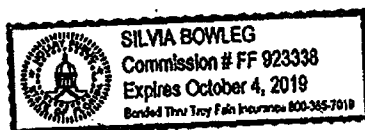
By: _____

Gary Phillips, Manager

State of Florida
County of Broward

Sworn to and subscribed before me this 28th day of March, 2016, by Gary Phillips as Manager of Colony Park Development Utilities, LLC, a Florida limited liability company, who is personally known to me and who did take an oath.

(Notary Seal)



NOTARY PUBLIC

Commission No.:

Commission Expires:

Exhibit A
Legal Description

A parcel of land lying in Section 15, Township 23 South, Range 36 East, Brevard County, Florida, lying adjacent to and South of Colony Park, Section 3, according to the Plat thereof as recorded in Plat Book 20, Page 107, Public Records of Brevard County, Florida, and being more particularly described as follows:

Commence at the S.E. Corner of said Section 15 and run S. 87 degrees 45' 45" W. along the South line of said Section a distance of 958.38 feet for a Point of Beginning of this description; thence continue S. 87 degrees 45' 45" W. along said South line, 250.00 feet; thence N. 2 degrees 14' 15" W., 312.50 feet to the Southwest corner of the aforementioned Colony Park, Section 3; thence along the South line of said subdivision the following courses and distances: N 87 degrees 45' 45" E., 100.0 feet; N. 2 degrees 14' 15" W., 62.50 feet; N. 87 degrees 45' 45" E., 50.00 feet; S. 2 degrees 14' 15" E., 75.0 feet; N. 87 degrees 45' 45" E., 100.0 feet; thence leaving said South line run S. 2 degrees 14' 15" E., 300.0 feet to the Point of Beginning;

AND

A parcel of land lying in Section 15, Township 23 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 15, and run S. 87 degrees 45' 45" W., along the South line of said Section, a distance of 658.38 feet to the Southwest corner of COLONY PARK, SECTION 2, recorded in Plat Book 20, Page 18, Public Records of Brevard County, Florida, the Point of Beginning; thence continue S. 87 degrees 45' 45" W., along said South line, a distance of 300.00 feet; thence N. 02 degrees 14' 15" W., along the East line of lands described in Official Records Book 1474, Page 1008, a distance of 300.0 feet to a point on the South line of COLONY PARK, SECTION 3, recorded in Plat Book 20, Page 107; thence N 87 degrees 45' 45" E., along said South line, a distance of 300.0 feet to a point on the West line of aforesaid COLONY PARK, SECTION 2; thence S. 02 degrees 14' 15" E., along said West line, a distance of 300.0 feet to the Point of Beginning.

Together with the Easements recorded in Official Records Book 2514, pages 2755, 2758, and 2761, Public Records of Brevard County, Florida for the purposes and subject to the terms and conditions recited therein for the benefit of the lands described above.

FIRPTA CERTIFICATE OF CPDU

Non-Foreign Affidavit

Before me, the undersigned authority, personally appeared Gary Phillips, who being by me duly sworn, on oath, deposes and says:

- 1. That affiant is the Manager of Colony Park Development Utilities, LLC, a Florida limited liability company ("Transferor").
2. Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by Transferor, the undersigned hereby certifies the following on behalf of Transferor:
A. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate or disregarded entity (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
B. Transferor's Tax Identification Number is _____; and
C. Transferor has an address at 4000 Hollywood Blvd., Suite 500-N, Hollywood, FL 33021 ..
3. Transferor understands that this Affidavit may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.
4. Under penalties of perjury I declare that I have examined this Affidavit and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

COLONY PARK DEVELOPMENT UTILITIES, LLC, a Florida limited liability company

By: [Signature] Gary Phillips, Manager

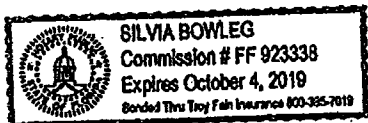
Source CFR, Section 1.1445-2T(b)(2)(iii)(B)

STATE OF FLORIDA)) SS.: COUNTY OF BROWARD

On March 28, 2016 before me personally appeared Gary Phillips, as Manager of COLONY PARK DEVELOPMENT UTILITIES, LLC, a Florida limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed within this instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[Notary Seal]



[Signature] Notary Public

Printed Name: _____

My Commission Expires: _____

Prepared by and return to:
Jeffrey J. Wolfe, Esq.
Phillips, Cantor, Shalek, Rubin & Pfister, P.A.
4000 Hollywood Blvd., Suite 500-N
Hollywood, FL 33021

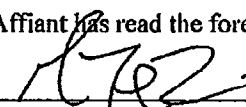
LIMITED LIABILITY COMPANY AFFIDAVIT OF CPDU

State of Florida)

County of Broward)

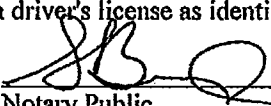
Before, me, the undersigned authority, personally appeared Gary Phillips ("Affiant") who being by me first duly sworn, on oath deposes and says that:

1. Affiant is the Manager of Colony Park Development Utilities, LLC, a Florida limited liability company (the "LLC").
2. The LLC is currently in existence under valid articles of organization and regulations and has not been terminated or dissolved.
3. The LLC is the owner of the property described on Exhibit "A" attached hereto and made a part hereof by reference (the "Property").
4. The LLC is not in bankruptcy and, if the LLC is a single member entity, the single member is not in bankruptcy.
5. Affiant is authorized by the articles of organization or operating agreement to execute any instruments affecting the Property on behalf of the LLC.
6. Under penalties of perjury, Affiant declares that Affiant has read the foregoing



Gary Phillips, Manager of Colony Park
Development Utilities, LLC

The foregoing instrument was acknowledged before me this 20th day of March, 2016 by Gary Phillips, as manager of Colony Park Development Utilities, LLC, a Florida limited liability company, who is personally known to me or has produced a driver's license as identification.

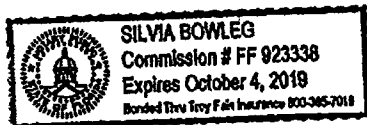


Notary Public

[Notary Seal]

Printed Name: _____

My Commission Expires: _____



NO LIEN AFFIDAVIT AND GAP AFFIDAVIT

State of Florida)
) SS
County of Broward)

Before me, the undersigned authority, personally appeared Gary Phillips (the "Affiant"), who being duly sworn according to law, deposes and says:

1. Affiant is the manager of Colony Park Development Utilities, LLC, a Florida limited liability company (the "Owner"), and has personal knowledge of all matters contained in this affidavit.

2. Owner is the owner of the real property located in Brevard County, Florida, as legally described in Exhibit A attached hereto and made a part hereof (the "Property").

3. The Property is free and clear of all liens, taxes, encumbrances and claims of any kind, nature and description whatsoever made by, through or under Owner, except as described in Schedule B of Old Republic National Title Insurance Company (the "Title Company") Commitment No. 16028527, bearing an Effective Date of March 6, 2016, at 11:00 p.m. (the "Effective Date"), except taxes for the year 2016 and thereafter, which are prorated at the time of closing.

4. There are no construction, materialmen or laborers' liens under the Florida Statutes filed against the Property; there have been no repairs, improvements or other work done or labor, materials or services bestowed upon the Property or any part thereof within ninety (90) days preceding the date of this Affidavit authorized by Owner for which all or any part of the cost of the same remains unpaid; there are no outstanding contracts, either oral or written, for the furnishing of any labor, materials or services in connection with the improvements of the Property or any part thereof entered into by Owner; and no person, firm or corporation is entitled to a lien under Chapter 713 of the Florida Statutes with respect to the Property.

5. Owner is in exclusive possession of the Property and no other person or entity has any claim of possession, options to purchase or rights to purchase any portion of the property with respect to the Property.

6. There have been no documents recorded in the Public Records of Brevard County, Florida, subsequent to the Effective Date which affect title to the Property; there are no matters pending against Owner since the Effective Date that could give rise to a lien that would attach to the Property; and Owner has not executed and will not execute any instrument or agreement that would adversely affect the title to the Property.

7. That there are no matters pending against Owner that could give rise to a lien that would attach to the property between the date of the title commitment and the recording of the title.

8. That there are no actions or proceedings now pending in any State or Federal Court to which the Owner is now a party including, but not limited to, proceedings in bankruptcy, receivership or insolvency, nor are there any judgments or liens of any nature which constitute or could constitute a charge lien, or adversely affect said property. Subsequent and prior to the date of closing, Owner hereby agrees and represents that it has not and will not execute any instrument or do any act whatsoever that would in any way or may affect the title to the property, including but not limited to the mortgaging or conveying the property or any interest therein, or causing any liens to be recorded against the property or Owner which would be a lien against the subject property.


9. That there are no violations of County or municipal ordinances pertaining to the property to the best of Owner's knowledge.

10. That, in the event the current real estate and personal property taxes vary from the figures used in making prorations in connection with the closing had this day, a proper adjustment and new proration will be made upon demand by either party to the transaction.

11. This affidavit is made as an inducement to and as a part of the consideration for issuance of Title Company's owner's insurance policy insuring Colony Waste Services LLC, a Florida limited liability company to purchase the above-described property (the "Policy"), which Policy eliminates certain rights of parties in possession and construction and mechanics' liens as exceptions to title; and this affidavit is made with the full knowledge that Title Company is relying upon the truth of the statements made herein to issue the Policies. The undersigned is fully advised of the legal effect and obligations imposed upon Affiant by the execution of this instrument under oath.

12. Affiant hereby agrees to indemnify and hold Phillips, Cantor, Shalek, Rubin & Pfister, P.A. and Title Company harmless of and from any and all loss, cost, damage and expense of every kind, including attorneys' and paralegals' fees, which Phillips, Cantor, Shalek, Rubin & Pfister, P.A. and Title Company shall or may suffer or become liable for under the Policy or upon the Property, on account of reliance on the statements made herein. This Affidavit constitutes the representation and warranty of Affiant to Phillips, Cantor, Shalek, Rubin & Pfister, P.A. and Title Company that the foregoing statements are true and correct.

FURTHER AFFIANT SAYETH NAUGHT.




Gary Phillips, as Manager

State of Florida
County of Broward

Sworn to and subscribed before me this 28 day of March, 2016, by Gary Phillips as
Manager of Colony Park Development Utilities, LLC, a Florida limited liability company, who is
personally known to me and who did take an oath.

(Notary Seal)





NOTARY PUBLIC
Commission No.:
Commission Expires:

Exhibit A
Legal Description

A parcel of land lying in Section 15, Township 23 South, Range 36 East, Brevard County, Florida, lying adjacent to and South of Colony Park, Section 3, according to the Plat thereof as recorded in Plat Book 20, Page 107, Public Records of Brevard County, Florida, and being more particularly described as follows:

Commence at the S.E. Corner of said Section 15 and run S. 87 degrees 45' 45" W. along the South line of said Section a distance of 958.38 feet for a Point of Beginning of this description; thence continue S. 87 degrees 45' 45" W. along said South line, 250.00 feet; thence N. 2 degrees 14' 15" W., 312.50 feet to the Southwest corner of the aforementioned Colony Park, Section 3; thence along the South line of said subdivision the following courses and distances: N 87 degrees 45' 45" E., 100.0 feet; N. 2 degrees 14' 15" W., 62.50 feet; N. 87 degrees 45' 45" E., 50.00 feet; S. 2 degrees 14' 15" E., 75.0 feet; N. 87 degrees 45' 45" E., 100.0 feet; thence leaving said South line run S. 2 degrees 14' 15" E., 300.0 feet to the Point of Beginning;

AND

A parcel of land lying in Section 15, Township 23 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 15, and run S. 87 degrees 45' 45" W., along the South line of said Section, a distance of 658.38 feet to the Southwest corner of COLONY PARK, SECTION 2, recorded in Plat Book 20, Page 18, Public Records of Brevard County, Florida, the Point of Beginning; thence continue S. 87 degrees 45' 45" W., along said South line, a distance of 300.00 feet; thence N. 02 degrees 14' 15" W., along the East line of lands described in Official Records Book 1474, Page 1008, a distance of 300.0 feet to a point on the South line of COLONY PARK, SECTION 3, recorded in Plat Book 20, Page 107; thence N 87 degrees 45' 45" E., along said South line, a distance of 300.0 feet to a point on the West line of aforesaid COLONY PARK, SECTION 2; thence S. 02 degrees 14' 15" E., along said West line, a distance of 300.0 feet to the Point of Beginning.

Together with the Easements recorded in Official Records Book 2514, pages 2755, 2758, and 2761, Public Records of Brevard County, Florida for the purposes and subject to the terms and conditions recited therein for the benefit of the lands described above.

EXHIBIT B
Rule 25-30.037 (2)(j)

The buyer must provide the following documentation of the terms of the transfer:

- 1. The date the closing occurred or will occur;**
- 2. The purchase price and terms of payment;**
- 3. A list of and the dollar amount of the assets purchased and liabilities assumed or not assumed, including those of nonregulated operations or entities;**
- 4. A description of all consideration between the parties, including promised salaries, retainer fees, stock, stock options, and assumption of obligations;**

See attached. The closing took place on November 29, 2016.

B. Type of Loan

<input type="radio"/> 1. FHA	<input type="radio"/> 2. FmHA	<input type="radio"/> 3. Conv. Unins.	6. File Number 26180 - CPDU	7. Loan Number ID:	8. Mortg. Ins. Case Num.
<input type="radio"/> 4. V.A.	<input type="radio"/> 5. Conv. Ins.				

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.*)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME OF BORROWER: Colony Waste Services LLC, a Florida limited liability company
Address of Borrower: 161 SW 11th Court, Boca Raton, Florida 33489

E. NAME OF SELLER: Colony Park Development Utilities, LLC, a Florida limited liability company
Address of Seller: 4000 Hollywood Boulevard, Suite 600 N, Hollywood, Florida 33021 TIN:

F. NAME OF LENDER:
Address of Lender:

G. PROPERTY LOCATION: 8710 Orleans Court, Merril Island, Florida 32953


H. SETTLEMENT AGENT: Phillips, Cantor, Shalek, Rubin & Pfister, P.A.
Place of Settlement: 4000 Hollywood Boulevard, Suite 600-North, Hollywood, Florida 33021 TIN: 20-4011348
Phone: 954-966-1820

I. SETTLEMENT DATE: 3/28/16 DISBURSEMENT DATE: 3/28/16

J. Summary of borrower's transaction		K. Summary of seller's transaction	
100. Gross amount due from borrower:		400. Gross amount due to seller:	
101. Contract sales price	50,000.00	401. Contract sales price	50,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (Line 1400)	2,829.50	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance:		Adjustments for items paid by seller in advance:	
106.		406.	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross amount due from borrower:	52,829.50	500. Gross amount due to seller:	50,000.00
200. Amounts paid or in behalf of borrower:		500. Reductions in amount due to seller:	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	640.78
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Principal amount of second mortgage		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506. Deposits held by seller	
207. Principal amt of mortgage held by seller		507. Principal amt of mortgage held by seller	
208.		508.	
209. Security Deposits		509. Security Deposits	
Adjustments for items unpaid by seller:		Adjustments for items unpaid by seller:	
210. City/town taxes		510. City/town taxes	
211. County taxes from 01/01/16 to 03/28/16	44.49	511. County taxes from 01/01/16 to 03/28/16	44.49
212. County taxes from 01/01/16 to 03/28/16	5.35	512. County taxes from 01/01/16 to 03/28/16	5.35
213. PSC RAF Annual dues from 01/01/16 to 03/28/16	457.82	513. PSC RAF Annual dues from 01/01/16 to 03/28/16	457.82
214. DBPR Annual fee from 01/01/16 to 03/28/16	203.24	514. DBPR Annual fee from 01/01/16 to 03/28/16	203.24
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total paid by/for borrower:	710.90	620. Total reductions in amount due seller:	1,351.68
300. Cash at settlement from/to borrower:		600. Cash at settlement (to/from seller):	
301. Gross amount due from borrower (line 120)	52,829.50	601. Gross amount due to seller (line 420)	50,000.00
302. Less amount paid by/for the borrower (line 220)	(710.90)	602. Less total reductions in amount due seller (line 620)	(1,351.68)
303. Cash (<input checked="" type="checkbox"/> From <input type="checkbox"/> To) Borrower:	52,118.60	603. Cash (<input checked="" type="checkbox"/> To <input type="checkbox"/> From) Seller:	48,648.32


Substitute Form 1099 Seller Statement: The information contained in blocks E, G, H, and I and on line 401 is important tax information and is being furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

Seller Instructions: If this real estate was your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your tax return; for other transactions, complete the applicable parts of Form 4797, Form 6262 and/or Schedule D (Form 1040).

Borrower's Initial(s): 

Seller's Initial(s): 

L. Settlement charges				Borrower POC	Seller POC	Paid from Borrower's Funds at Settlement	Paid from Seller's Funds at Settlement
700. Total Sales/Brokers Com. based on price	\$50,000.00 @	% =					
701.	% to						
702.	% to						
703. Commission paid at settlement							
704.	to						
800. Items payable in connection with loan:				Borrower POC	Seller POC		
801. Loan origination fee	% to						
802. Loan discount	% to						
803. Appraisal fee	to						
804. Credit report	to						
805. Lender's inspection fee	to						
806. Mortgage insurance application fee	to						
807. Assumption Fee	to						
808.	to						
809.	to						
810.	to						
811.	to						
900. Items required by lender to be paid in advance:				Borrower POC	Seller POC		
901. Interest from	to @	/day					
902.	months to						
903. Hazard insurance premium for	years to						
904. Flood insurance premium for	years to						
905.	years to						
1000. Reserves deposited with lender:				Borrower POC	Seller POC		
1001. Hazard insurance	months @	per month					
1002. Mortgage insurance	months @	per month					
1003. City property taxes	months @	per month.					
1004. County property taxes	months @	per month					
1005. Annual assessments	months @	per month					
1006. Flood insurance	months @	per month					
1007.	months @	per month					
1008.	months @	per month					
1009. Aggregate accounting adjustment							
1100. Title charges:				Borrower POC	Seller POC		
1101. Settlement or closing fee	to						
1102. Abstract or title search	to						
1103. Title examination	to						
1104. Title insurance binder	to						
1105. Document preparation	to						
1106. Notary fees	to						
1107. Attorney's Fees	to						
(includes above item numbers:)							
1108. Title Insurance	to Old Republic National/PCSRP, PA						267.50
(includes above item numbers:)							
1109. Lender's coverage (Premium):							
1110. Owner's coverage (Premium):	\$50,000.00 (\$287.50)						
1111. Endorse:							
1112. Title Insurance Policy Surcharge	to Old Republic National Title Insurance Company						3.28
1113. to							
1200. Government recording and transfer charges:							
1201. Recording fees	Deed \$48.50 Mortgage(s)	Releases				48.50	
1202. City/county tax/stamps	Deed Mortgage(s)						
1203. State tax/stamps	Deed \$350.00 Mortgage(s)						350.00
1204. to							
1205. to							
1300. Additional settlement charges:				Borrower POC	Seller POC		
1301. Annual PSC RAF Fee	to Florida Public Service Commission					1,926.00	
1302. Annual fee	to Department of Business Professional Revenue					855.00	
1303.	to						
1304.	to						
1305.	to						
1306.	to						
1307.	to						
1308.	to						
1309.							
1400 Total settlement charges:							
(Enter on lines 103, Section J and 502, Section K)						2,829.50	640.78

Borrower's Initial(s): 

Seller's Initial(s):

HUD-1 SETTLEMENT STATEMENT ADDENDUM

File Number: 28180 - CPDU

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Borrower(s)

Colony Waste Services LLC, a Florida limited liability company

By: 

Steven Birnbaum
Managing Member

(Corporate Seal)

Seller(s)

Colony Park Development Utilities, LLC, a Florida limited liability company

By: 

Gary S. Phillips
Managing Member

(Corporate Seal)

Settlement Agent

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Phillips, Cantor, Shalek, Rubin & Pfister, P.A.

By: 

Date: 3-28-16

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

**WRITTEN CONSENT IN LIEU
OF SPECIAL MEETING
OF THE MEMBERS
OF
COLONY PARK DEVELOPMENT UTILITIES, LLC**

The undersigned, being at least a majority of the members of COLONY PARK DEVELOPMENT UTILITIES, LLC, a Florida limited liability company (the "Company"), do hereby consent to the following actions in lieu of a special meeting of the members of the Company:

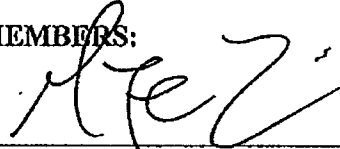
RESOLVED, that the Company hereby is authorized to enter into that certain Purchase and Sale Agreement dated January 27, 2106, as amended, to sell that certain property real property and mobile homes located at Colony Park Mobile Home Village, Merritt Island, Florida, Folio (i) known as Parcel Id. 23-36-15-00-00757.0-0000.00, and (ii) known as Parcel Id. 23-36-15-00-00751.0-0000.00 to Colony Waste Services LLC, a Florida limited liability company, in exchange for \$50,000 (the "Contract"). It is further

RESOLVED, that Gary Phillips, as manager of the Company, be and hereby is authorized to execute and deliver said Contract, together with such other certificates or documents as may be necessary or desirable to effectuate the transactions contemplated by the Contract, including, but not limited to, deeds, bills of sale, closing statements, seller affidavits and post-closing agreements. It is further

RESOLVED, that such manager is authorized to take such action as is reasonably necessary to carry out the foregoing. It is further

IN WITNESS WHEREOF, the undersigned, as at least a majority of the members of the Company, have executed this Written Consent as of the 28 day of March, 2016.

MEMBERS:



Gary Phillips

Closing Statement Addendum

Seller: Colony Park Development Utilities, LLC, a Florida limited liability company
Buyer: Colony Waste Services LLC, a Florida limited liability company
Property: Colony Park Mobile Home Village, Merritt Island, Florida, Folio 23-36-15-00-00757.0-0000.00, and 23-36-15-00-00751.0-0000.00
Closing Agent: Phillips, Cantor, Shalek, Rubin & Pfister, P.A.
Closing Date: March __, 2016
File Number: 26180

TAX RE-PRORATION AGREEMENT: If the most recent property tax bill issued does not cover through the closing date, then the tax prorations set forth on the settlement statement are based upon an estimate. The basis of proration as set forth on the settlement statement is hereby accepted by the parties to this transaction. It is hereby understood and agreed that the actual taxes, if different, will be adjusted between the parties upon demand. Closing Agent is not liable or responsible for adjustment or re-proration of taxes. Closing Agent is not responsible or liable for additional taxes, other charges or tax refunds, if any, and shall not be liable should any of the parties to this transaction fail or refuse to re-prorate the taxes.


AGREEMENT TO COOPERATE: If requested by Lender (if any), Closing Agent, Title Agent or Title Underwriter, the parties agree to fully cooperate and adjust for clerical errors, including the execution or re-execution of any reasonable documentation and/or the remittance of any additional sums.

MISCELLANEOUS: Closing Agent does not make any representations or warranties nor assumes any liability with respect to the physical condition of the property, or any repairs to the property. Buyer has been advised and encouraged to secure hazard insurance coverage prior to completion of closing. If a survey was prepared for the subject transaction, then the Buyer hereby acknowledges receipt of a copy thereof. The buyer has reviewed said survey and accepts title subject to the matters set forth thereon. Buyer has received and reviewed the proposed deed and is satisfied with and approves the manner which title is being held.

DISBURSEMENT AUTHORIZATION, ETC.: Closing Agent does not adjust or assume liability for charges for water, rents, gas, electricity, taxes on personal property, garbage taxes or fees, license fees or taxes, service/maintenance contracts (pest control, appliance maintenance, pool care, lawn care, alarm systems, etc.), association assessments or dues, or estoppel information furnished by mortgagees or others. The settlement statement has been reviewed and approved and Closing Agent is irrevocably authorized and directed to complete the closing of the transaction and make disbursement in accordance therewith. In the event of mortgage assumption, if Seller has received a credit for the escrow account balance, then Seller hereby assigns all right, title and interest in said account to Buyer. Seller, Buyer, and Borrower are used for singular or plural, as the context so requires or admits. This Agreement is being provided as an inducement for Closing Agent to serve as the closing agent and for Title Agent and Title Underwriter to issue title insurance on the subject transaction.

Buyer:

COLONY WASTE SERVICES LLC,
a Florida limited liability company

By: 
Name: Joseph A. Phillips
Title: MANAGING MEMBER

Seller:

COLONY PARK DEVELOPMENT UTILITIES, LLC,
a Florida limited liability company

By: 
Name: Gary Phillips
Title: Manager

Error And Omissions/Compliance Agreement

Seller: Colony Park Development Utilities, LLC, a Florida limited liability company
Buyer: Colony Waste Services LLC, a Florida limited liability company
Property: Colony Park Mobile Home Village, Merritt Island, Florida, Folio 23-36-15-00-00757.0-0000.00,
and 23-36-15-00-00751.0-0000.00
Closing Agent: Phillips, Cantor, Shalek, Rubin & Pfister, P.A.
Closing Date: March 28 2016

The undersigned for and in consideration of closing agent, Phillips, Cantor, Shalek, Rubin & Pfister, P.A., and its title underwriter, Old Republic National Insurance Company, this date funding the closing, agrees, if requested by Closing Agent or title underwriter, to fully cooperate and adjust for clerical errors, omissions, mistakes, or corrections required on any or all closing documentation if deemed necessary in the reasonable discretion of Closing Agent or Title Underwriter.

The undersigned Buyer and Seller do hereby so agree and covenant in order to assure that the closing documentation executed this date will conform with Closing Agent's or Title Underwriter's underwriting procedures.

EFFECTIVE DATE: March 28 2016

BUYER:

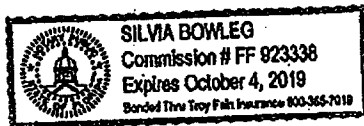
COLONY WASTE SERVICES LLC,
a Florida limited liability company

By: [Signature]
Name: [Signature]
Title: MANAGING PARTNER

State of Florida Broward
County of Broward

The foregoing instrument was acknowledged before me this 28th day of March, 2016 by Joseph A Ford as manager of COLONY WASTE SERVICES LLC, a Florida limited liability company, on behalf of said company, who is personally known or have produced a driver's license as identification.

[Notary Seal]



[Signature]
Notary Public

Printed Name: _____

My Commission Expires: _____

SELLER:

COLONY PARK DEVELOPMENT UTILITIES, LLC,
a Florida limited liability company

By: _____
Name: Gary Phillips
Title: Manager

State of Florida
County of Broward

The foregoing instrument was acknowledged before me this ____ day of March, 2016 by Gary Phillips, as manager of COLONY PARK DEVELOPMENT UTILITIES, LLC, a Florida limited liability company, on behalf of said company, who is personally known or have produced a driver's license as identification.

[Notary Seal]

Notary Public

Printed Name: _____

My Commission Expires: _____

**SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT AND
TERMINATION OF ESCROW AGREEMENT**

THIS SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT AND TERMINATION OF ESCROW AGREEMENT ("Amendment") dated as of this 29 day of November, 2016, by and between COLONY PARK DEVELOPMENT UTILITIES, LLC, a Florida limited liability company ("Seller"), COLONY WASTE SERVICES, LLC, a Florida limited liability company, by Assignment of Contract from Cypress Strand Properties, LLC ("Buyer") and Phillips, Cantor, Shalek & Pfister, P.A., a Florida corporation ("Escrow Agent"). Capitalized terms not defined herein shall have the meaning set forth in the Purchase and Sale Agreement dated January 27, 2016 (as hereinafter defined).

WHEREAS, Seller and Buyer entered into that certain Purchase and Sale Agreement dated January 27, 2016 (the "Purchase Agreement"); the Seller and Buyer entered into that certain First Amendment to the Agreement dated March 14, 2016 (the "First Amendment"); pursuant to the First Amendment, Seller and Buyer entered into that certain Escrow Agreement dated March 28, 2016 (the "Escrow Agreement"); and the Escrow Agent agreed to hold the Transfer Documents and the Purchase Funds, as such terms are defined in the Escrow Agreement, pursuant to the terms of the Escrow Agreement; and

WHEREAS, Buyer and Seller now desire to further amend the Agreement and terminate the Escrow Agreement upon the terms and conditions hereinafter set forth.

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

1. **Recitals**: The above recitals are true and correct and are incorporated herein by reference.
2. **Amendment**: The Agreement shall be amended as follows:
 - A. The Quit Claim Bill of Sale referenced in and attached to the Escrow Agreement failed to properly identify the assets associated with the Sewer Utility Property and therefore the original Quit Claim Bill of Sale dated March 28, 2016, is voided and shall be replaced with the Amended Quit Claim Bill of Sale attached hereto as Appendix 1 which Seller shall execute and deliver along with this Amendment.
 - B. The closing of the purchase and sale of the Sewer Utility Property shall remain contingent upon and subject to the approval of the Florida Public Service Commission ("FPSC") in accordance with Section 367.071(1), Florida Statutes, upon terms and conditions reasonably acceptable to Buyer as to such approval.
 - C. In the event the approval of the FPSC is not granted within one year of the date of this Second Amendment (the "Approval Period"), Buyer agrees to execute, and

Seller agrees to accept, the Special Warranty Deed, Quit Claim Bill of Sale and related transfer documents in a form substantially similar to those documents delivered from Seller to Buyer at Closing on March 28, 2016 (except for the Amended Quit Claim Bill of Sale which form shall control), at which time the Seller agrees to return, and the Buyer agrees to accept the return of, the purchase funds in the amount of \$50,000.00, less any closing costs or adjustments represented on the Settlement Statement dated March 28, 2016; further any and all agreements or understandings relating to the sale of the Sewer Utility Property will be null and void between the Seller and Buyer.

- D. During the Approval Period, the Buyer shall operate the Utility Property, retain all revenue and provide for all expenses, taxes, insurance, and maintain the Utility Property in the same condition that existed at the Closing Date, normal wear and tear excepted. The parties further agree to support the application to the FPSC for the approval of the transfer of the Sewer Utility Property to the Buyer, and make a good faith and diligent effort to secure FPSC approval of the transfer.

3. **Termination of Escrow Agreement.**

- A. Buyer and Seller have instructed the Escrow Agent, as such term is defined in the Escrow Agreement, to record the Special Warranty Deed, release the remaining Transfer Documents to Buyer, and release the Purchase Funds to Seller represented on the Settlement Statement dated March 28, 2016.
- B. The agreement between Buyer and Seller to instruct the Escrow Agent to record the Special Warranty Deed, release the remaining Transfer Documents to Buyer, and release the Purchase Funds to Seller shall in no way have any effect whatsoever on the requirement in Paragraph 2B above that the closing of the purchase and sale of the Utility Property shall be contingent upon and subject to the approval of the FPSC in accordance with Section 367.071(1), Florida Statutes.
- C. The Escrow Agent is hereby authorized to (i) record the Special Warranty Deed and (ii) release the remaining Transfer Documents to Buyer, and (iii) release the Purchase Funds to Seller. The parties agree that upon the (i) recordation of the Special Warranty Deed, (ii) release of Transfer Documents to Buyer, and (iii) release of the Purchase Funds to Seller represented on the Settlement Statement dated March 28, 2016, the Escrow Agent shall be completely discharged and released of any and all further liabilities or responsibilities hereunder and the Escrow Agreement is thereby terminated effective on the date on which the last of these events occur.
- D. Effective upon the full execution of this Second Amendment and release of escrow items as set forth herein, the Escrow Agreement shall terminate.

4. **Reaffirmation.** In the event of conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, the terms and conditions of this

Amendment shall control. Except as modified hereby, the Agreement is hereby ratified and confirmed and is in full force and effect.


5. **Entire Agreement:** This Amendment contains the entire agreement between the parties and may not be modified orally, but only in writing, signed by the parties.

6. **Counterparts:** This Amendment may be executed in counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Buyer and Seller have executed this Amendment as of the day and year first above written.

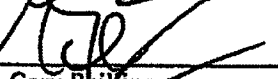
BUYER:

COLONY WASTE SERVICES, LLC.
a Florida limited liability company

By: 
Name: Joseph A. Foody
Title: Managing Member

SELLER:

COLONY PARK DEVELOPMENT UTILITIES, LLC.
a Florida limited liability company

By: 
Name: Gary Phillips
Title: Manager

ESCROW AGENT:

Phillips, Canof, Shalek & Pfister, P.A.,
a Florida corporation

By: 
Print name: Gary Phillips
Print Title: President

Appendix 1

Amended Bill of Sale

AMENDED QUIT CLAIM BILL OF SALE – CPDU

29th THIS AMENDED QUITCLAIM BILL OF SALE (this "Bill of Sale") is made as of the day of November, 2016 by and between COLONY PARK DEVELOPMENT UTILITIES, LLC, a Florida limited liability company, as seller ("Seller"), and COLONY WASTE SERVICES LLC, a Florida limited liability company, as purchaser ("Purchaser").

WITNESSETH:

WHEREAS, Seller and Purchaser entered into that certain Purchase and Sale Agreement, dated as of January 27, 2016, as amended by First Amendment dated March 14, 2016 (the "Purchase Agreement"), for the purchase and sale of certain real property located in Merritt Island, Brevard County, Florida, known as Parcel Id. 23-36-15-00-00757.0-0000.00, and Parcel Id. 23-36-15-00-00751.0-0000.00 along with easements and related property rights and interests thereto and described on Exhibit "A" attached hereto (the "Property"); and

WHEREAS, pursuant to Section 7B(6) of the Purchase Agreement, Seller and Purchaser are required to execute and deliver a Quit Claim Bill of Sale as a condition to the closing of the transaction contemplated under the Purchase Agreement (the "Closing").

WHEREAS, Seller executed a Quitclaim Bill of Sale dated March 28, 2016 (the "Quitclaim Bill of Sale") and delivered same to Purchaser, which Quitclaim Bill of Sale contains errors with respect to the assets being transferred thereunder; and

WHEREAS, the parties have entered into a Second Amendment to the Purchase Agreement and Termination of Escrow Agreement of even date herewith; and

WHEREAS, the parties have agreed to amend the Quitclaim Bill of Sale as contained herein; and

NOW, THEREFORE, that Seller for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DOES HEREBY QUITCLAIM unto Purchaser all of the Seller's right, title and interest, if any: in and to the sewer utility system both within the Property and outside the Property, including all of the Seller's right, title and interest, if any, in and to the sewer utility system within the property located at Colony Park Mobile Home Village, Merritt Island, Florida, more particularly described in Exhibit "A" attached hereto and made

a part hereof (the "Utility System"). The Utility System is conveyed in its AS-IS, WHERE-IS condition as more particularly set forth in the following paragraph subject, however, to any and all encumbrances, claims (including claims relating to title) or other matters or conditions affecting the Utility System, including, without limitation, taxes, liens, security interests, licenses, defects and leases.

The Seller has executed and delivered this Amended Bill of Sale to Purchaser, and Purchaser has received and accepted this Amended Bill of Sale and has acquired such right, title and interest in the Utility System as the Seller may have, if any, AS IS, WHERE IS, AND WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL; IT BEING THE INTENTION OF THE SELLER AND PURCHASER, BY ITS ACCEPTANCE OF THIS BILL OF SALE, TO HEREBY EXPRESSLY REVOKE, RELEASE, NEGATE, AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES AS TO (i) THE EXISTENCE, OWNERSHIP, TITLE, POSSESSION, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY, VALUE, CONDITION, MAKE, MODEL, COMPOSITION, AUTHENTICITY, OR AMOUNT OF THE UTILITY SYSTEM; (ii) THE SUITABILITY, MERCHANTABILITY, OR FITNESS OF THE UTILITY SYSTEM FOR A PARTICULAR USE OR PURPOSE; (iii) THE NATURE OR QUALITY OF CONSTRUCTION, STRUCTURAL DESIGN, OR ENGINEERING OF THE UTILITY SYSTEM OR THE QUALITY OF THE LABOR OR MATERIALS INCLUDED THEREIN; (iv) ANY FEATURES OR CONDITIONS OF OR WHICH AFFECT THE UTILITY SYSTEM; (v) ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE UTILITY SYSTEM; AND (vi) ANY ENVIRONMENTAL, GEOLOGICAL, STRUCTURAL, OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW, OR HEREAFTER AFFECTING IN ANY MANNER THE UTILITY SYSTEM.


This is a final and exclusive expression of the agreement of the Seller and Purchaser as to the interests described hereinabove, and no course of dealing or usage of trade or custom or course of performance shall be relevant to explain or supplement any term expressed in this Amended Bill of Sale.

This Amended Bill Of Sale is executed pursuant to that certain Purchase and Sale Agreement dated as of January 27, 2016 between Seller and Purchaser.

IN WITNESS WHEREOF, this Amended Quit Claim Bill of Sale is executed by the Seller and Purchaser to be effective as of March 28, 2016. This Amended Bill of Sale may be executed in multiple counterparts, all such executed counterparts shall constitute the same agreement, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

PURCHASER:

COLONY WASTE SERVICES LLC,
a Florida limited liability company

By: 
Name: Joseph A. Foody
Title: Managing Member

SELLER:

COLONY PARK DEVELOPMENT UTILITIES, LLC,
a Florida limited liability company

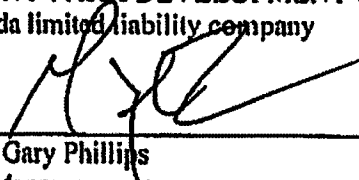
By: 
Name: Gary Phillips
Title: Manager

EXHIBIT "A"

Colony Park Mobile Home Village

Additional Property

Any and all easements, rights-of-way, gores of land, streets, ways, alleys, passages, sewer rights, air rights, water, water stock, water rights, titles, interests, privileges, tenements, hereditaments and appurtenances whatsoever, if any, in any way belonging, relating or appertaining to any of the Property, and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Grantor of, in and to the same, if any.

All right, title, and interest of the Grantor, if any, in and to the land lying in the bed of any streets, roads, or avenues, opened, or proposed, in front of or adjoining the Property, and in and to the appurtenances thereto.

EXHIBIT C
Rule 25-30.037(2)(s)

Documentation of the utility's right to access and continued use of the land upon which the utility treatment facilities are located. Documentation of continued use shall be in the form of a recorded warranty deed, recorded quit claim deed accompanied by title insurance, recorded lease such as a 99-year lease, or recorded easement. The applicant may submit an unrecorded copy of the instrument granting the utility's right to access and continued use of the land upon which the utility treatment facilities are or will be located, provided that the applicant files a recorded copy within the time required in the order granting the transfer.

See attached Special Warranty Deed.

Prepared by and return to:
Jeffrey J. Wolfe, Esq.
Phillips, Cantor, Shalek, Rubin & Pfister, P.A.
4000 Hollywood Blvd., Suite 500-N
Hollywood, FL 33021

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made the 28th day of March, 2016, by COLONY PARK DEVELOPMENT UTILITIES, LLC, a Florida limited liability company, whose street address is 4000 Hollywood Blvd., Suite 500-N, Hollywood, FL 33021, hereinafter called the Grantor, to COLONY WASTE SERVICES LLC, a Florida limited liability company, whose address is 650 S. Courtenay Parkway, Merritt Island, FL 32952, hereinafter called the Grantee:

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof are hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in Charlotte County, Florida, more particularly described in the attached Exhibit "A" (the "Property"); and (ii) all that certain additional property more particularly described in the attached Exhibit "B" (the "Additional Property"), IF ANY.

TO HAVE AND TO HOLD, the sane in fee simple forever.

AND the Grantor hereby covenants with Grantee that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; that it hereby specially warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, subject to real estate taxes for 2016 and subsequent years and all matters of record, without the intention of reimposing same.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed as of the day and year first above written.

COLONY PARK DEVELOPMENT UTILITIES, LLC, a Florida limited liability company

By: [Signature]
Gary Phillips, Manager

Witness Name: [Signature]

Witness Name: Silvia Bowleg

State of Florida
County of Broward

The foregoing instrument was acknowledged before me this 28th day of March, 2016, by Gary Phillips, as Manager of COLONY PARK DEVELOPMENT UTILITIES, LLC, a Florida limited liability company, in the capacity aforestated; such person is personally known to me or has produced _____ as identification and did not do so under oath.

[Notary Seal]

[Signature]
Notary Public

Printed Name: _____

My Commission Expires: _____



Exhibit "A" to Special Warranty Deed

Legal Description

A parcel of land lying in Section 15, Township 23 South, Range 36 East, Brevard County, Florida, lying adjacent to and South of Colony Park, Section 3, according to the Plat thereof as recorded in Plat Book 20, Page 107, Public Records of Brevard County, Florida, and being more particularly described as follows:

Commence at the S.E. Corner of said Section 15 and run S. 87 degrees 45' 45" W. along the South line of said Section a distance of 958.38 feet for a Point of Beginning of this description; thence continue S. 87 degrees 45' 45" W. along said South line, 250.00 feet; thence N. 2 degrees 14' 15" W., 312.50 feet to the Southwest corner of the aforementioned Colony Park, Section 3; thence along the South line of said subdivision the following courses and distances: N 87 degrees 45' 45" E., 100.0 feet; N. 2 degrees 14' 15" W., 62.50 feet; N. 87 degrees 45' 45" E., 50.00 feet; S. 2 degrees 14' 15" E., 75.0 feet; N. 87 degrees 45' 45" E., 100.0 feet; thence leaving said South line run S. 2 degrees 14' 15" E., 300.0 feet to the Point of Beginning;

AND

A parcel of land lying in Section 15, Township 23 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 15, and run S. 87 degrees 45' 45" W., along the South line of said Section, a distance of 658.38 feet to the Southwest corner of COLONY PARK, SECTION 2, recorded in Plat Book 20, Page 18, Public Records of Brevard County, Florida, the Point of Beginning; thence continue S. 87 degrees 45' 45" W., along said South line, a distance of 300.00 feet; thence N. 02 degrees 14' 15" W., along the East line of lands described in Official Records Book 1474, Page 1008, a distance of 300.0 feet to a point on the South line of COLONY PARK, SECTION 3, recorded in Plat Book 20, Page 107; thence N 87 degrees 45' 45" E., along said South line, a distance of 300.0 feet to a point on the West line of aforesaid COLONY PARK, SECTION 2; thence S. 02 degrees 14' 15" E., along said West line, a distance of 300.0 feet to the Point of Beginning.

Exhibit "B" to Special Warranty Deed

Additional Property

Any and all easements, rights-of-way, gores of land, streets, ways, alleys, passages, sewer rights, air rights, water, water stock, water rights, titles, interests, privileges, tenements, hereditaments and appurtenances whatsoever, if any, in any way belonging, relating or appertaining to any of the Property, and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Grantor of, in and to the same, if any.

All right, title, and interest of the Grantor, if any, in and to the land lying in the bed of any streets, roads, or avenues, opened, or proposed, in front of or adjoining the Property, and in and to the appurtenances thereto.