

State of Florida



Public Service Commission

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

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

DATE: April 30, 2019

TO: Adam J. Teitzman, Commission Clerk, Office of Commission Clerk

FROM: Luis Salvador, Engineering Specialist, Division of Engineering LS
24

RE: Docket No. 20190050-WS - Application for transfer of water and wastewater facilities to City of New Port Richey, and cancellation of Certificate Nos. 315-W and 260-S, by Orangewood Lakes Services, Inc.

Please file the attached email communication from Paul Johnston to Luis Salvador and the agreement for purchase and sale, in the above mentioned docket file.

Thank you.

LS/jp

Attachments

Luis Salvador

From: Paul <paul@floridacommunities.com>
Sent: Monday, April 29, 2019 3:48 PM
To: Luis Salvador
Subject: FW: Orangewood lakes services signed contract
Attachments: 20190429155739151.pdf

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

From: scanner@floridacommunities.com [<mailto:scanner@floridacommunities.com>]
Sent: Monday, April 29, 2019 3:58 PM
To: Paul
Subject:

This E-mail was sent from "RNPF2038B" (Aficio MP C2550).

Scan Date: 04.29.2019 15:57:38 (-0400)
Queries to: scanner@floridacommunities.com

AGREEMENT FOR PURCHASE AND SALE

OF

WATER AND WASTEWATER UTILITY ASSETS

by and between

ORANGEWOOD LAKES SERVICES INC.

and

ORANGEWOOD LAKES MOBILE HOME COMMUNITY, INC.

Seller

and

CITY OF NEW PORT RICHEY, FLORIDA

City

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**AGREEMENT FOR PURCHASE AND SALE OF
WATER AND WASTEWATER UTILITY ASSETS**

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER AND WASTEWATER UTILITY ASSETS ("Agreement") is made effective as of the 22nd day of March, 2019 ("Effective Date"), by and among Orangewood Lakes Services Inc., a corporation organized and existing under the laws of the State of Florida ("Seller"), and Orangewood Lakes Mobile Home Community, Inc., a corporation organized and existing under the laws of the State of Florida ("OLMHC"), and the City of New Port Richey, Florida, a municipal corporation of the State of Florida ("City").

WHEREAS, Seller has been granted a certificate by the Florida Public Service Commission ("FPSC") to provide potable water services within a defined area within Pasco County, Florida more specifically identified in Seller's Tariff currently on file with the FPSC ("Water Service Area"); and

WHEREAS, Seller has been granted a certificate by the FPSC to provide wastewater utility services within a defined area within Pasco County, Florida more specifically identified in Seller's Tariff currently on file with the FPSC ("Wastewater Service Area"); and

WHEREAS, Seller owns and operates a water supply, treatment, storage, transmission and distribution system ("Water System"), and a wastewater collection, transmission, treatment, and effluent disposal system ("Wastewater System") located in Pasco County, Florida, and commonly known as Orangewood Lakes Services; and

WHEREAS, Seller owns and operates the WWTP (as defined herein), which is used to treat wastewater; and

WHEREAS, OLMHC owns the Lift Station Property (as defined herein) which City desires to acquire in connection with the purpose of the Water System and the Wastewater System assets for purposes of installing a lift station for transmission of wastewater; and

WHEREAS, the City has the power and authority to provide water and wastewater service within its service territory and desires to acquire certain Water System assets and Wastewater System assets of Seller and Seller desires to sell, transfer, convey and assign to City all right, title and interest in and to those Water System and Wastewater System assets, which assets do not include the WWTP; and

WHEREAS, the City has the power and authority to acquire and desires to acquire the Lift Station Property and OLMHC desires to sell, transfer, convey and assign to Seller all right, title and interest in and to the Lift Station Property and Seller desires to sell, transfer, convey and assign to City all right, title and interest in and to the Lift Station Property; and

WHEREAS, the City has the power and authority to contract with Seller for the use of the WWTP in connection with the acquisition of the Water System and Wastewater System assets, and Seller has the power and authority and desires to contract with City for the use of the WWTP after the closing of such acquisition; and

WHEREAS, City intends to close on and receive the proceeds from certain grant(s) and/or loan transactions in order to be able to be reimbursed the price paid by the City and certain costs and expenses relating to the purchase and acquisition of the Water System assets, the Wastewater System assets and the Lift Station Property and to fund certain capital improvements to integrate

and incorporate certain of the Water System assets and Wastewater System assets into the City's utility system and to construct a lift station on the Lift Station Property; and.

WHEREAS, in connection with the close of the purchase of the Water System assets, the Wastewater System assets and the Lift Station Property hereunder, Seller will contract with the City for the City to have the license and right to use the WWTP pursuant to a use agreement (the "WWTP Use Agreement"); and

WHEREAS, pursuant to Section 125.3401, Florida Statutes, the City held a public hearing on the 5th day of February, 2019, concerning the proposed purchase and sale of substantially all of the Water System assets and Wastewater System assets, and made a determination that such purchase and sale is in the public interest; and

WHEREAS, the City, in determining if such a purchase and sale is in the public interest, considered factors including but not limited to those set forth in Section 125.3401, Florida Statutes; and

WHEREAS, the sole shareholder of Seller, as the equity holder of Seller, will derive substantial benefit from the consummation of the transactions contemplated by this Agreement; and

WHEREAS, the sole shareholder of OLMHC, as the equity holder of OLMHC, will derive substantial benefit from the consummation of the transactions contemplated by this Agreement; and

WHEREAS, Seller agrees to sell the Water System assets and the Wastewater System assets described herein, and OLMHC agrees to sell the Lift Station Property described herein, to the City for the consideration and on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and City hereby agree as follows:

1. RECITALS AND DEFINED TERMS.

(a) The foregoing recitals are true and correct and are incorporated herein.

(b) Defined Terms.

"Agreement" has the meaning set forth in the first paragraph.

"Assumed Liabilities" has the meaning set forth in Section 3(a).

"Certificates" has the meaning set forth in Section 2(c)(v).

"City" has the meaning set forth in the first paragraph.

"Closing" means the closing of the transactions contemplated by this Agreement at which the Purchased Assets are delivered to the City, the Purchase Price is paid by the City to Seller and OLMHC and all of the documents executed by Seller, OLMHC and the City at the escrow Closing are released from escrow and any other certificates, instruments and documents are delivered to the parties.

"Closing Date" has the meaning set forth in Section 11(a).

"Contracts and Leases" has the meaning set forth in Section 2(c)(x).

"Council" means the City Council of the City of New Port Richey, Florida.

"Effective Date" has the meaning set forth in the first paragraph.

"Environmental Law" has the meaning set forth in Section 5(i)(i)(A).

"Excluded Assets" means the water treatment plant located at 7911 Greenlawn Drive, New Port Richey, Florida 34653, the wastewater treatment plant located at 7820 Sun Runner Drive, New Port Richey, Florida 34653 and any buildings on the Real Property and those assets, properties and rights, both tangible and intangible, real and personal, of Seller expressly described herein which shall not be sold, conveyed, or transferred by Seller to the City pursuant to this Agreement, including those identified in **Appendix "N"**.

"Excluded Liabilities" means those obligations and liabilities which are retained by Seller and OLMHC and not assigned to or assumed by the City, including the following: (i) any debts, liabilities, obligations, or financial, service, contractual or other obligations of Seller or OLMHC or the shareholders, except as may be expressly and specifically provided in this Agreement; (ii) any expense, tax, assessment, exposure, fine, penalty, liability, contribution, act or omission of any kind whatsoever imposed or required by any third party, whether known or unknown, contingent, liquidated or not liquidated, arising or accruing under contract, law, tort, ordinance, law, regulation or otherwise, which is not an Assumed Liability; and (iii) liability for accrued or current salaries or benefits of any kind related to Seller's construction, operation, or maintenance of the Water System, Wastewater System and Purchased Assets up to and including Closing.

"FPSC" has the meaning set forth in the recitals.

"Hazardous Material" has the meaning set forth in Section 5(i)(i)(B).

"Lift Station Property" means that certain real property as described in **Appendix "L"**, owned by OLMHC as of the Effective Date, which will be sold, transferred and conveyed by OLMHC to the City as a Purchased Asset as provided in this Agreement and **Appendix "L"**.

"Permitted Encumbrances" has the meaning set forth in Section 7(b).

"Purchased Assets" has the meaning set forth in Section 2(c).

"Real Property" has the meaning set forth in Section 2(c)(i).

"Release" has the meaning set forth in Section 5(i)(i)(C).

"Remedial Action" has the meaning set forth in Section 5(i)(i)(D).

"Seller" has the meaning set forth in the first paragraph.

"Tax" means any income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, property, environmental, windfall profit, customs, vehicle, airplane, boat, vessel or other title or registration, capital stock, franchise, employees' income withholding, foreign or domestic withholding, social security, unemployment, disability, Real Property, personal property, sales, use, transfer, value added, alternative, add-on minimum and other tax, fee, assessment, levy, tariff, charge or duty of any kind whatsoever and any interest, penalty, addition or additional amount thereof imposed, assessed or collected by or under the authority of any governmental body or payable under any tax-sharing agreement or any other contract.

"Wastewater Service Area" has the meaning set forth in the recitals.

"Wastewater System" has the meaning set forth in the recitals.

"Water Service Area" has the meaning set forth in the recitals.

"Water System" has the meaning set forth in the recitals.

"WWTP" means the wastewater treatment plant owned by Seller located at 7834 Sunrunner Drive, New Port Richey, Florida, which is the subject of the WWTP Use Agreement.

"WWTP Use Agreement" has the meaning set forth in the recitals.

(c) Construction and Interpretation.

(i) Words that indicate a singular number shall include the plural in each case and vice versa, and words that import a person shall include legal entities, firms and corporations, the terms "herein," "hereunder," "hereby," "hereof," and any similar terms, shall refer to this Agreement; the term "heretofore" shall mean before the date of execution of this Agreement; and the term "hereafter" shall mean on or after the date of execution of this Agreement, and words that reference only one gender shall include all genders.

2. COVENANT TO PURCHASE AND SELL; DESCRIPTION OF PURCHASED ASSETS.

(a) Purchase and Sale. OLMHC shall sell, transfer, convey and assign to Seller all right, title and interest in and to the Lift Station Property and Seller shall sell, transfer, convey and assign to City all right, title and interest in and to the Lift Station Property. City shall purchase and receive from Seller, and Seller shall sell, transfer, convey, assign and deliver to City, the Purchased Assets (as defined below) upon the terms and conditions set forth in this Agreement. In connection therewith, at Closing the City and Seller shall execute the WWTP Use Agreement pursuant to which City will obtain the license and right to use and operate the WWTP in accordance with the terms thereof.

(b) Asset Warranty. Except as otherwise represented and warranted by Seller and OLMHC herein, City is purchasing the Purchased Assets "As-Is" "Where-Is" subject to "All Faults."

(c) Purchased Assets. The "Purchased Assets" (exclusive of the Excluded Assets hereinafter identified in paragraph (d) below) shall include those assets and rights both tangible and intangible, that Seller owns in conjunction with the operation of the Orangewood Lakes Services, Inc. water distribution and transmission facilities and wastewater collection and transmission facilities that are elements of the water and wastewater utility systems owned and operated by Seller for providing utility services in Pasco County, Florida which are the subject of the Application for Transfer of Water and Wastewater facilities to the City of New Port Richey filed on or about February 26, 2019, Docket Number 20190050-WS, Florida Public Services Commission, Water Certificate 315-W and Wastewater Certificate 260-5 ("Utility System"), or any ownership interest which it has or hereafter acquires, relating thereto, including the following:

(i) Real Property. The Lift Station Property owned by OLMHC as identified in **Appendix "L"** to this Agreement, the real property owned by Seller or in which Seller has a leasehold interest and any buildings, facilities, plants, installations, structures, improvements and major components located thereon that are identified in **Appendix "A"** to this Agreement, but not including the portion of the property on which the WWTP is

located which is not a part of the Lift Station Property, or any Excluded Assets ("Real Property").

(ii) Easements. All easements, licenses, prescriptive rights, rights-of-way, rights to use public and private roads, highways, canals, streets and other areas identified in **Appendix "B-1"** and the Service Territory identified in **Appendix "B-2"** to this Agreement (which appendix also shall include a legal description of the Water Service Territory and the Wastewater Service Territory and a map showing all buildings, facilities, plants, installations, structures, improvements and major components of the Water System and the Wastewater System), but not including any Excluded Assets.

(iii) Water System Facilities. All distribution and transmission facilities, including, but not limited to, transmission mains, distribution mains, supply pipes, valves, meters, meter boxes, instruments, controls, sensors, service connections and all other such equipment and installations owned by Seller or to which Seller possesses rights and which are used in or useful in connection with the ownership, operation, maintenance and repair of the Water System.

(iv) Wastewater System Facilities. All wastewater collection and transmission facilities, including, but not limited to, transmission mains, force mains, pipes, valves, meters, meter boxes, instruments, controls, sensors, service connections and all other such equipment and installations owned by Seller or to which Seller possesses rights and/or which are used in or useful in connection with the ownership, operation, maintenance and repair of the Wastewater System.

(v) Authorizations. All certificates, immunities, entitlements, privileges, authorizations, permits, license rights, consents, grants, ordinances, surveys, leaseholds, and all rights to operate, repair, maintain, expand, alter and operate all or any portion of the Water System and/or the Wastewater System that are transferrable to City, and every right of every nature or character whatever in connection therewith and the use and operation of the WWTP under the WWTP Use Agreement, (hereinafter collectively referred to as the "Certificates"); together with all rights, interests, benefits and privileges granted to Seller under the Certificates, as identified in **Appendix "D"** to this Agreement. **Appendix "D"** shall also identify any of the foregoing which are Excluded Assets or are not transferable or which require third party consents or approvals to transfer.

(vi) Inventory. The items of inventory owned by Seller on the Closing Date which are fit for use and used or useful exclusively in connection with the operation and maintenance of the Water System and/or the Wastewater System and/or the WWTP, which City elects to take possession of at Closing, if any, are listed in **Appendix "G"**.

(vii) Asset Records; Documents and Data. All supplier lists, customer records, customer billing hardware and software, drawings, maps, prints, plans, engineering reports, surveys, specifications, shop drawings, manuals, warranties, guarantees, and other information, data and documentation relating to the Water System and/or the Wastewater System in Seller's possession, custody or control, including any ownership interests, licenses and use rights of Seller with respect to the possession and use thereof, and any rights of Seller to obtain copies of such items from third parties.

(viii) Record Drawings. All sets of record drawings, including as-built drawings, showing all buildings, improvements, installations, systems, facilities and equipment of the Water System and the Wastewater System, including reproducible documents or materials in Seller's actual possession, custody or control, including any rights of Seller to obtain copies of such items from third parties.

(ix) Developer Agreements. All rights and interests of Seller under Developer Agreements that Seller is a party to relating to the Assets, including as identified in **Appendix "E"** to this Agreement.

(x) Contracts. All rights, interests, benefits, powers, authority and privileges of Seller under all contracts, agreements, memorandum of understanding, letters of intent, purchase orders, work orders, task orders, licenses, rental agreements, lease agreements and use agreements necessary or useful in the operation, maintenance and repair of the Water System and the Wastewater System ("Contracts and Leases"), if any, as identified in **Appendix "F"** to this Agreement. Seller shall be responsible for cancelling and terminating at its cost any Contracts or Leases which are not listed on **Appendix "F"**, are not transferable or for which third party consents or approvals are necessary for assignment by Seller and assumption thereof by City or which the City elects not to assume.

(xi) Equipment. All equipment, tools, parts, laboratory equipment, office equipment and other personal property owned by Seller and exclusively used to operate, maintain and repair the Water System or the Wastewater System or the WWTP which City elects to accept and take possession of, if any, as identified in **Appendix "H."**

(d) "Excluded Assets". Notwithstanding any provision in this Agreement that may be construed to the contrary, Purchased Assets do not include the "Excluded Assets," including those set forth in **Appendix "N"** and the following assets:

(i) Cash, Securities. Cash, accounts, equity and debt securities of any nature, deposits maintained by Seller with any governmental authority, and any prepaid expenses of Seller for services, products, or licenses which have not been delivered or provided, which shall be Seller's sole property as of the Closing Date.

(ii) Escrowed Amounts. Escrow and other Seller provisions for payment of federal and state taxes, and other obligations to governmental authorities and agencies, including regulatory assessment fees, which shall be Seller's obligation and responsibility to pay in their entirety through the Closing Date.

(iii) Corporate Name. The name and Florida corporation known as Orangewood Lakes Services, Inc. and related logos and signage owned or used by Seller, including without limitation, logos and signage using the Orangewood Lakes Services, Inc. name and logo.

(iv) Office Equipment. Office equipment, vehicles, tools, property not used exclusively in the administration of the business of the Seller, contracts that cannot be assigned or that Purchaser elects not to assume; permits that cannot be assigned; employment contracts; and policies of insurance relating to the period after closing.

(v) Certain Accounts Receivable. The Parties agree that (a) all accounts receivable for service provided to Water System and Wastewater System customers prior to March 1, 2019 shall be transferred, assigned and conveyed to City at Closing and (b)

any account receivable for service provided to Waste System and Wastewater System customers in March 2019 not paid in full on or before April 30, 2019, shall be automatically transferred, assigned and conveyed without further act or documentation to City effective May 1, 2019.

3. LIABILITIES.

(a) Assumed Liabilities. On the Closing Date, the City shall assume and agree to discharge only the following obligations and liabilities of Seller (the "Assumed Liabilities"):

(i) Liabilities to the customers of the Water System or the Wastewater System incurred after the Closing Date where the operative event, occurrence, act, omission or failure to act giving rise to the liability occurred exclusively after the Closing Date;

(ii) Liabilities of City under this Agreement, the WWTP Use Agreement or any other document executed by the City in connection with this Agreement;

(iii) Liabilities of City based upon City's acts, omissions or failures to act with regard to Purchased Assets occurring after the Closing Date, other than as permitted or contemplated by this Agreement;

(iv) Liabilities arising from the ownership, operation and maintenance of the Purchased Assets after the Closing Date.

(b) Excluded Liabilities. Notwithstanding the foregoing in Section 3(a) with respect to the Assumed Liabilities, the following shall not constitute liabilities assumed by the City:

(i) City does not assume any debts, liabilities, obligations, expenses, costs, fees, charges, duties, taxes, impositions, assessments or other financial or service obligations of Seller or any affiliate or related person, except as may be expressly, specifically provided in this Agreement. City does not assume and shall not be liable for any expense, cost, fee, charge, Tax, duty, imposition, assessment, exposure, fine, penalty, sanction, liability, act or omission of any kind whatsoever imposed, assessed, ordered, claimed, asserted or required by any third party, whether known or unknown, contingent, liquidated or not liquidated, arising or accruing under contract, law, tort, ordinance, law, regulation or otherwise, arising or accruing before or after the Closing Date where the operative event, occurrence, act, failure to act or omission giving rise thereto was that of or attributable to the Seller or OLMHC for its actions, or the actions, failures to act or omissions of its affiliates, related persons, agents, representatives, contractors, services providers, vendors, suppliers, insurers, advisors, consultants or other persons or entities under its direction or control, prior to the Closing Date. Seller and OLMHC shall remain liable for and shall pay, perform or discharge all such debts, liabilities, obligations, expenses, costs, fees, charges, taxes, impositions and assessments.

4. PURCHASE PRICE. City shall pay to Seller for the sale, assignment, transfer and conveyance of the Purchased Assets, subject to the additions, adjustments and prorations contemplated by this Agreement, a cash payment in the amount of Nine Hundred Fifty Thousand Dollars (\$950,000) via wire transfer to the account designated in writing by Seller at the Closing. Seller, by agreement with OLMHC, shall wire transfer to OLMHC the payment for sale of the Lift Station Property by OLMHC to Seller at Closing.

5. **REPRESENTATIONS AND WARRANTIES OF SELLER.** As a material inducement to City to execute this Agreement and perform its obligations and consummate the transactions contemplated hereunder, Seller and OLMHC each represents and warrants to City as follows:

(a) It is a duly organized, validly existing corporation, and active and in good standing under the laws of the State of Florida. It has all requisite right, power and authority and has taken all requisite action necessary to (i) execute, enter into and deliver this Agreement and other transaction documents; (ii) perform, pay and observe all of the terms, covenants and conditions of this Agreement and other transaction documents; (iii) obtain all consents, approvals and authorizations necessary for the execution, delivery and performance of this Agreement and other transaction documents and consummation of the transactions contemplated by this Agreement; and (iv) consummate the transactions contemplated by this Agreement and other transaction documents.

(b) The Board of Directors of it and the shareholders of it, in accordance with the articles of incorporation, bylaws and other organizational and governance documents of it have duly approved Seller it into, executing, delivering, and performing this Agreement and consummating the transactions contemplated by this Agreement and other transaction documents.

(c) This Agreement constitutes, and all agreements, instruments, contracts, deeds and other documents to be executed by it in connection with or with respect to this Agreement and the consummation of the transactions contemplated by this Agreement and other transaction documents will constitute, when executed and delivered, lawful, valid and binding obligations of it, enforceable in accordance with their terms.

(d) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement and other transaction documents will not violate any provision of law, order of any court or agency of government applicable to it or the Water System, Wastewater System, or Purchased Assets, the articles of incorporation, by-laws or other organizational or governance documents of it, nor any certificate, indenture, agreement, or other instrument to which it is a party, or by which it is bound.

(e) Seller is the sole legal and beneficial owner of the Real Property with the exception of the Lift Station Property, which is owned by OLMHC, and Seller and OLMHC each has good and marketable title to the Real Property owned by it. The Real Property is subject to no mortgage, option, sale agreement, deed of trust, pledge, lien, charge, security interest, financing statement, encumbrance, or restriction, except Permitted Encumbrances, other than those that will be satisfied or released by the Closing, which are listed on **Appendix "A"**. At Closing, Seller will deliver to City title to the Real Property owned by it free and clear of all debts, liens, pledges, charges or encumbrances whatsoever, other than Permitted Encumbrances and OLMHC will deliver to Seller for subsequent conveyance by Seller to City of title to the Lift Station Property free and clear of all debts, liens, pledges, charges or encumbrances whatsoever, other than Permitted Encumbrances.

(f) Seller has exclusive occupancy, possession, control and ownership to all Real Property and the Water System and Wastewater System with the exception of the Lift Station Property which as of the date hereof is owned by OLMHC, and all such Real Property, including the Lift Station Property owned by OLMHC as of the Effective Date has been accurately and completely identified in **Appendix "A"** hereto, and OLMHC has exclusive ownership of the Lift Station Property, and such property has been accurately and completely identified in **Appendix**

"L" attached hereto. All parts of the Water System and Wastewater System are located within the Real Property identified in **Appendix "A"** the property interests identified in **Appendix "B-1"** and the Service Territory identified in **Appendix "B-2."**

(g) Mr. Alfred G. Heiler, President of Seller and President of OLMHC, is the sole shareholder of Seller and of OLMHC, and no other person or entity owns any shares of stock of Seller or of OLMHC or has any right to or interest in the stock, equity, assets or property of Seller or of OLMHC, or the assets, properties, rights, interests, business or operations of Seller or of OLMHC or any right, power or control with respect to management, policy and direction of the business and operation of Seller or of OLMHC.

(h) Seller is the sole legal and beneficial owner of and has good and marketable title to all Purchased Assets, with the exception of the Lift Station Property, which it shall acquire at Closing from OLMHC and convey to City, and OLMHC is the sole legal and beneficial owner of and has good and marketable title to the Lift Station Property, which it will sell and convey to Seller at Closing. At Closing the Purchased Assets and the Lift Station Property shall be delivered to City free and clear of any mortgage, pledge, lien, charge, security interest, encumbrance, or restriction except Permitted Encumbrances related to Real Property.

(i) Environmental Law Compliance.

(i) Definitions.

(A) "Environmental Law" means any federal, state, or local statute, order, regulation, or ordinance, or common law or equitable doctrine relating to the protection of human health, air, water, soil, habitat, fauna, natural resources or the environment in effect as of the Closing Date and includes, but is not limited to, The Florida Air and Water Pollution Control Act (Chapter 403, Florida Statutes), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA")(42 U.S.C. § 9601 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Clean Water Act (33 U.S.C. § 1251 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), and the Safe Drinking Water Act (42 U.S.C. § 300f et seq.), as such have been amended or supplemented as of the Closing Date, the regulations promulgated pursuant thereto, and in effect as of the Closing Date and any conditions and requirements contained in any permits, approvals, authorizations, licenses or certificates possessed by Seller from any federal, state or local governmental authorities or agencies necessary to own, operate, maintain and repair the Water System or the Wastewater System and deliver utility services and related services to customers or possessed by Seller with respect to the Lift Station Property.

(B) "Hazardous Material" means petroleum or any substance, material, or waste which is regulated under any Environmental Law in the jurisdictions in which Seller or OLMHC conducts its business including, without limitation, any material, substance or waste that is defined as, composed of or considered to be a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," "restricted hazardous waste," "pollutant," "toxic waste," or "toxic substance" under any provision of Environmental Law.

(C) "Release" means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, or dispersal into the environment of Hazardous

Materials (i) by Seller or OLMHC or by any operator, contractor, services provider, vendor, supplier or customer of Seller or OLMHC (ii) caused by or resulting from any action, failure to act or omission by Seller or OLMHC or any operator, contractor, service provider, vendor, supplier or customer of Seller or OLMHC; (iii) at or from any property owned, leased, occupied, used or operated by Seller or OLMHC or (iv) by any contractor, services provider, vendor, supplier or customer of Seller relating to the Water System or the Wastewater System or of OLMHC relating to the Lift Station Property.

(D) "Remedial Action" means all actions and efforts required to (i) contain, mitigate, clean up, process, transform, remove, transport, dispose of or treat any Hazardous Material; (ii) prevent the Release or threat of Release, or minimize the further Release of any Hazardous Material to limit the nature and extent to which it will endanger or threaten to endanger public health or welfare, natural resources or the environment; or (iii) perform pre-remedial studies and investigations or post-remedial monitoring and care directly related to or in connection with any such remedial action.

(ii) Representations. Seller and OLMHC represents and warrants to City as follows:

(A) Seller, OLMHC and the Purchased Assets are in material compliance with all applicable Environmental Laws and Seller and OLMHC have no material obligation or liability thereunder, and there is no reasonable basis for Seller or OLMHC to believe that any such obligation or liability exists, except as disclosed in **Appendix "I."**

(B) The Water System and the Wastewater System are each in material compliance with all laws, permits, license, approvals and other authorizations relating to the operation, maintenance and repair thereof, and the nature, levels and quality of services and the delivery of utility services to customers.

(C) Seller has obtained, maintained and observed and complied with the terms of all permits, licenses, approvals and authorizations required, or has submitted application renewals for such permits in a timely manner, under applicable Environmental Laws, necessary for the operation, maintenance and repair of each of the Water System and the Wastewater System and delivery of utility services to customers as of the date of this Agreement.

(D) Neither Seller nor OLMHC has received oral or written notice within the last five years of any violations, non-compliances or alleged violations of applicable federal, state or local statutes, laws and regulations (including, without limitation, any applicable environmental, building, zoning, or other law, ordinance or regulation) relating to the Water System or the Wastewater System or the Lift Station Property except as disclosed in **Appendix "I"** hereto.

(E) There is no Hazardous Material in violation of any Environmental Law located on, at or under the Real Property or migrating onto or from the Real Property; no Real Property is listed or formally proposed for listing under CERCLA, the Comprehensive Environmental Response, Compensation Liability Information System ("CERCLIS") or on any similar state list that is the subject of federal, state, or local enforcement actions or other investigations that may lead to fines, penalties, charges,

orders, decrees and/or claims against Seller or OLMHC for clean-up costs, remedial work, damages to natural resources, or for personal injury claims or property damages or damages to natural resources, including, but not limited to, claims under CERCLA; and there is no reasonable basis for Seller to be named in such claims or for any similar action to be brought against Seller.

(F) No written or verbal notification of an actual, imminent or a threatened Release of a Hazardous Material has been filed by or on behalf of Seller or OLMHC or by any third party with respect to the Purchased Assets, the Water System, the Wastewater System or any of the assets, property, systems, installations, improvements and infrastructure comprising or used in connection with the operation of the Purchased Assets, the Water System or the Wastewater System. None of the Water System or Wastewater System property or the Lift Station Property is listed or proposed for listing on the National Priority List promulgated pursuant to CERCLA, or CERCLIS, or any similar state list of sites requiring investigation, remedial action, closure or clean up.

(G) No Hazardous Material has been Released in violation of Environmental Law at, on, or under any Water System or Wastewater System property or the Lift Station Property.

(j) Except as provided in **Appendix "J"** hereto, there are no current actions, suits, investigations, audits, or proceedings at law or in equity pending or, to its and shareholder's knowledge, threatened against it or any affiliate of it before any federal, state, municipal or other court, administrative, regulatory or governmental agency or instrumentality, domestic or foreign, which affect or the adverse outcome of which would affect the ownership, possession, management, control, operation and maintenance of the Water System or the Wastewater System or the Lift Station Property and the right, power, authority and ability of (a) Seller to deliver utility services (b) Seller and OLMHC to sell, transfer, assign, convey and deliver any of the Purchased Assets to City or the Seller's or OLMHC's power, authority, right and ability to enter into, execute and deliver this Agreement and other transaction documents and (c) perform, pay and observe the obligations terms, covenants and conditions of this Agreement and the other transaction documents. Neither Seller nor OLMHC has knowledge of any facts which may result in any such action, suit, investigation, audit or proceeding. Seller and OLMHC each represents, agrees and warrants that it has and shall have a continuing duty to disclose up to and including the Closing Date the existence and nature of all pending judicial, regulatory, governmental or administrative suits, actions, proceedings and orders which in any way relate to the Water System or the Wastewater System or the Lift Station Property.

(k) No representation or warranty made by it in this Agreement or in any other document executed in connection with the transactions contemplated by this Agreement contains any untrue statement or incorrect statement of material facts or omits to state any material fact required to make the representation, warranty and statements herein contained not misleading.

(l) Seller's occupancy, possession, operation and use of the Real Property and OLMHC's occupancy, possession and use of the Lift Station Property is not in breach, non-compliance with or violation of any applicable state or local laws, rules or ordinances, including wellhead protection, zoning, land use or other applicable requirements, nor are there any encroachments of any kind related to the Real Property, including the Lift Station Property, except as are specifically, expressly identified in **Appendix "K"** hereto.

(m) Neither Seller nor OLMHC has dealt with any broker, salesman or finder in connection with the transactions contemplated by this Agreement and no sales commissions or finder's fees are due or payable as a result hereof.

(n) Each of Seller and OLMHC has timely withheld and paid all Taxes required to have been withheld and paid in connection with any amounts paid or owing to any employee, independent contractor, shareholder, affiliate, related party, or other third party, and all forms required with respect thereto have been properly completed and timely filed. Seller does not have any liability for Taxes of another person as a transferee or successor, by contract, or otherwise.

(o) The books of account, minute books and books of Seller and OLMHC relating to ownership and transfer of share or other equity interests in Seller and OLMHC (or their equivalents), all of which are available to City, are true, complete and correct in all material respects and have been maintained in accordance with sound business practices.

(p) As of the date hereof, each of Seller and OLMHC and the shareholder have each conducted its own independent assessment and evaluation of the transactions contemplated by this Agreement and the potential risks and uncertainties associated with such transactions. Seller and OLMHC and shareholder each acknowledges and agrees that: (i) in making its decision to enter into this Agreement and to consummate the transactions contemplated by this Agreement, it/he/she has relied upon and will rely its own assessment and evaluation, and the express representations and warranties of the City set forth in herein; and (ii) neither the City nor any other person has made any representation or warranty with regard to the City, this Agreement or the transactions contemplated by this Agreement.

(q) Seller and OLMHC shall each, prior to the Closing, secure all required consents, waivers, releases and approvals from third parties necessary to consummate the transactions contemplated by this Agreement or that are necessary or useful for the City's ownership, operation and use of the Water System, the Wastewater System and the Purchased Assets.

(r) Neither Seller nor OLMHC has knowledge of material facts adversely affecting the physical condition of the Water System, the Wastewater System or the Purchased Assets which are not readily observable by a walkthrough visual inspection or which have not been disclosed or provided in writing by Seller or OLMHC to the City in connection with this Agreement.

6. REPRESENTATIONS AND WARRANTIES OF PURCHASER. As a material inducement to Seller and OLMHC to execute this Agreement and to perform its obligations hereunder, City represents and warrants to Seller as follows:

(a) City and is a validly existing political subdivision under the laws of the State of Florida and has all requisite power and authority to (i) enter into this Agreement, and (ii) carry out and perform the terms and conditions of this Agreement.

(b) This Agreement constitutes, and all other agreements to be executed by City with respect to this Agreement, will constitute, when executed and delivered, valid and binding obligations of City, enforceable in accordance with their terms.

(c) The execution, delivery and performance of this Agreement will not violate any provision of law, order of any court or agency of government applicable to City, nor any indenture, agreement, or other instrument to which City is a party, or by which it is bound.

(d) All necessary public hearings and referenda required to authorize City's purchase of the Purchased Assets and the execution and performance of this Agreement by City will have been held in a manner and at the times duly required by law and all other appropriate governmental actions required to be taken by City will have been duly taken prior to the Closing.

(e) The City has or will prior to the Closing fulfill/fulfilled and comply/complied with the applicable provisions of Section 125.3401, Florida Statutes, relative to the purchase of the Water System, the Wastewater System and Purchased Assets by a governmental agency.

(f) The execution, delivery and performance of this Agreement and the consummation by the City of the transactions contemplated by this Agreement have been duly authorized by all necessary action on the part of the City. Assuming the due authorization, execution and delivery by each of Seller and OLMHC, this Agreement constitutes a valid and legally binding obligation of the City, enforceable against the City in accordance with its terms, except to the extent that the enforceability thereof may be limited by sovereign immunity, any applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion of a court of competent jurisdiction in accordance with general principles of equity.

7. TITLE INSURANCE AND PERMITTED ENCUMBRANCES.

(a) Seller shall obtain and provide to the City a current title insurance commitment in favor of City issued by a title company licensed to do business in the State of Florida, covering the Real Property, including the Lift Station Property (and all or a portion of the Appendix B-1 easements as may be designated by the City), and encompassing legal and physical access from a dedicated public road, street, or highway, which access is insurable under the title policy, which shall be in an amount equal to Nine Hundred Fifty Thousand Dollars (\$950,000). The form and substance of such title insurance commitment shall be substantially similar to the document attached hereto as **Appendix "C"**. The cost of the title insurance commitment and title insurance policy shall be borne by Seller. Seller and OLMHC shall execute at, or prior to Closing, in favor of City and the title insurance company, all forms, certificates, estoppels, or affidavits required by the title insurance company including, but not limited to, the appropriate mechanic's lien affidavit and "Gap" affidavit, sufficient to allow the title insurance company to delete all standard exceptions addressed by such affidavits.

(b) As used herein, "Permitted Encumbrances" include the following:

(i) All present and future building restrictions, zoning regulations, laws, ordinances, resolutions, regulations and orders of any governmental authority having jurisdiction over the Real Property and the use thereof.

(ii) Easements and restrictions of record which do not impair, restrict or diminish the use of the Real Property or the operation of the Water System or the Wastewater System for all intended purposes.

(iii) Any drainage canal, mineral, road, or other reservation of record in favor of the State of Florida or any of its agencies or governmental or quasi-governmental entities, none of which, however, shall impair or restrict the use of the Real Property or the operation of the Water System or the Wastewater System for all intended purposes.

(iv) Any lien, or right to lien, for services, labor or material, mortgage or other similar obligation that will be satisfied or discharged at or prior to Closing.

8. CONDITIONS PRECEDENT TO CLOSING. The obligations of each party to close the transaction contemplated by this Agreement are subject to the conditions that, at or before the Closing Date:

Conditions Precedent for City and Seller and OLMHC

(a) No Party is prohibited by judgment, writ, order, injunction, decree or law from consummating all or any part of the transaction.

(b) There is not pending or threatened on the Closing Date any action or proceeding that would (i) prohibit the acquisition or sale of any of the Purchased Assets, (ii) prohibit City or Seller or OLMHC from closing the transaction or City from paying the Purchase Price, (iii) prohibit Seller and OLMHC from closing the sale and conveyance of the Lift Station Property or Seller from paying the purchase price for the Lift Station Property, or (iv) limit, inhibit or restrict in any manner City's use, title, control, or possession of any of the Purchased Assets.

(c) Each of the parties has performed all of the obligations, covenants and commitments and executed and/or made delivery of all commitments, policies, instruments, certificates, affidavits, estoppels, opinions, deliverables and documents required to be performed, made, provided or delivered by it under this Agreement or any other transaction document.

(d) There has been no material adverse change in the physical condition of the Purchased Assets. For purposes of this Agreement, a "material adverse change" shall mean a loss or damage to the Purchased Assets that materially reduces: (i) their value in the aggregate; (ii) the ability to operate the Water System and/or the Wastewater System as operated by Seller prior to the Closing Date, or (iii) the ability of City to install, construct, own, operate and maintain a lift station and other equipment and installations on the Lift Station Property.

(e) All warranties and representations of the other party are true in all material respects as of the Closing Date, except to the extent they specifically refer to another date.

(f) City has arranged financing for the purchase of the Purchased Assets and certain capital improvements relating to the use of the Purchased Assets on terms and conditions satisfactory to City.

The conditions precedent to City's obligation to close:

(a) OLMHC has sold, transferred and conveyed to Seller the Lift Station Property in accordance with the terms, conditions, representations, warranties and covenants of this Agreement; and

(b) Seller and OLMHC each has taken all such actions and executed and delivered all documents which it is required to deliver hereunder, including the title commitment and the title insurance policy as set forth in Article 7 and any easements which Seller and/or OLMHC are required to grant and deliver to City, including documents as reasonably requested by City consistent with the purposes of the parties.

9. PRE-CLOSING CONDUCT; COVENANTS. Prior to the Closing Date, the parties covenant to each other as follows:

(a) During the period between the Effective Date and the Closing Date, Seller and OLMHC, as applicable, shall:

(i) Operate, maintain and repair the Water System and the Wastewater System and Purchased Assets, maintain books, records and accounts, and provide services to customers in a normal and ordinary manner in accordance with applicable laws, rules, regulations, governmental authorizations, industry standards and contractual obligations to ensure that the condition of the Purchased Assets remain in all material respects unchanged, normal wear and tear and usage excepted;

(ii) Confer with City prior to disposing of any assets or property or implementing operational decisions affecting or relating to the Purchased Assets, the Water System or the Wastewater System (i) of a material nature which are not in the ordinary course of business or (ii) which may constitute an obligation or liability of City following the Closing, and refrain from implementing any such decision without the prior written consent of City;

(iii) Promptly notify City of any oral or written notification received by Seller or OLMHC or any affiliate or related person, from any person, entity, or governmental agency of any existing or potential Environmental Law violation relating to the Water System, the Wastewater System, the Purchased Assets or Seller or OLMHC;

(iv) Provide City, or its designees, with unrestricted access to the business premises, Real Property, the Water System, the Wastewater System, Purchased Assets, Seller's customer and operations books and records, operation, maintenance and repair logs and records, employees, managers, officers, and agents on reasonable advance notice and during business hours;

(v) Promptly notify City of any event, activity, condition, circumstance, fact or occurrence that has, or may have, a material adverse effect upon the Water System, the Wastewater System, the Purchased Assets, the compliance of the Purchased Assets and the Water System, the Wastewater System with applicable laws, or the transactions contemplated by this Agreement;

(b) At all times prior to and until the Closing, Seller shall maintain adequate insurance coverage for the cost of any replacement of or repairs to the Water System, the Wastewater System and the Purchased Assets that may arise out of or be required by casualty damage. The risk of loss with regard to the Water System, the Wastewater System and the Purchased Assets prior to the Closing shall remain with the Seller and OLMHC and shall only pass to the City upon the Closing.

(c) Prior to the Closing Date, at City's request, Seller shall obtain Phase I Environmental Site Assessments ("ESA") (and a subsequent Phase II ESA if City determines that one is necessary based on the Phase I survey results) of each parcel comprising the Real Property. Seller shall provide to City a report from the party undertaking the ESA no more than twenty (20) days after such request and the scheduled Closing Date shall be adjusted. Seller shall pay for ESAs, which expense shall be reimbursed by City at Closing. If such ESA discloses the presence of any Hazardous Material, City shall notify Seller within ten (10) business days of receipt of such ESA, and subject to the right of City to cancel and terminate this Agreement, Seller shall have the right to perform such cleanup and remediation as is necessary hereunder provided that the cost thereof does not exceed \$50,000 or require more than twenty (20) days to complete. Upon Seller's

inability, refusal or failure to perform such cleanup and remediation not less than ten (10) days, prior to the Closing Date, City may elect to either (i) terminate this Agreement, in which event neither party shall have any liability to the other; or (ii) proceed to Closing with a reasonable reduction of the Purchase Price.

(d) City is relying on the representations, warranties and covenants of Seller and OLMHC, the accuracy of the Seller's books, records and contracts, and upon its own due diligence investigation in entering into this Agreement. OLMHC has provided and shall promptly provide access to the Lift Station Property and Seller shall promptly provide access to all facilities and personnel and all documents and information reasonably requested by City. City shall have the right to terminate this Agreement for any actual or potential defects, deficiencies, adverse conditions, or problems or inaccurate disclosures by Seller or OLMHC revealed by such due diligence. City shall provide Seller and OLMHC with written notice of termination within ten (10) days after completion of such due diligence. No access, entry, inspection, review or other activity of City in the conduct of due diligence shall relieve, discharge or diminish the representations, warranties, obligations and covenants of Seller.

10. TERMINATION OF AGREEMENT.

(a) This Agreement may be terminated (i) by mutual written agreement of the parties, (ii) by either party if the transactions contemplated hereby have not closed by December 30, 2019, or (iii) as provided in Sections 10(b) and (c).

(b) City may terminate this Agreement, in its sole discretion, upon the occurrence of any of the following:

(i) The non-satisfaction or failure, in any material respect prior to Closing, of any conditions precedent to Closing, any pre-closing conduct, or any obligation or covenant of Seller or OLMHC set forth in Articles 8 and 9.

(ii) Any material breach of this Agreement by Seller or OLMHC, including, but not limited to, a material breach of any representation, certification or warranty, if Seller or OLMHC has not cured such breach to City's satisfaction within ten (10) days after notice from City; provided, however, such breach must in any event be cured by the Closing Date unless the date for cure has been extended by City.

(c) Seller and OLMHC may terminate this Agreement, in its sole discretion, upon the occurrence of any of the following:

(i) The failure, in any material respect prior to Closing, of any of the conditions precedent to Closing set forth in Article 8 that is not required to be satisfied by either Seller or OLMHC.

(ii) Any material breach of this Agreement by City, including, but not limited to, a material breach of any representation or warranty, if City has not cured such breach within thirty (30) days after notice from Seller or OLMHC, provided, however, such breach must in any event be cured prior to the Closing Date unless the date for cure has been extended by Seller or OLMHC.

(d) Within thirty (30) days after the occurrence event, condition or circumstance for which this Agreement may be terminated, the party seeking to terminate this Agreement shall

provide written notice of its termination of this Agreement to the other party by delivering written notice thereof as provided in Section 15(c).

(e) Upon the termination of this Agreement, the following shall occur:

(i) This Agreement shall be void and have no effect, except that nothing shall relieve a party from liability for any breach or default of this Agreement or any accrued obligation or liability hereunder.

(ii) To the extent permitted by Florida law, each party shall return all documents, including copies, in its possession to the other, as the case may be, subject to retention of a copy of such documents for reporting, archival, regulatory, tax, accounting, dispute resolution or other reasonable purpose.

(iii) Except as otherwise provided in this Agreement, each party shall be responsible for payment of its own attorney's fees and other professional fees and other costs of any nature whatsoever incurred prior to the termination of this Agreement.

11. CLOSING DATE AND CLOSING.

(a) The Parties intend that this transaction shall close on April 4, 2019 at the City's offices; provided, however, that if this transaction does not close on such date it shall close on or before May 30, 2019, at a location mutually acceptable to both parties. This deadline may be extended at the option of either party for up to two (2) additional ninety (90) day periods to accommodate any required regulatory approvals or for City to secure financing. Meridian Title Company, Inc., 37837 Meridian Ave, Suite 100, Dade City, FL 33525, shall be the title agent and the escrow agent for the transaction. As used in this Agreement, the term "Closing Date" shall mean 12:00 a.m. the date that this transaction is closed.

(b) At Closing:

(i) City shall pay the Purchase Price to Seller, subject to any adjustment as provided for in this Agreement.

(ii) Title to the Lift Station Property shall be conveyed to City by Special Warranty Deed to Seller free of all claims, liens, charges, or encumbrances whatsoever, other than Permitted Encumbrances.

(iii) Title to all of the Real Property, including the Lift Station Property, shall be conveyed by Seller to City by Special Warranty Deeds free of all claims, liens, charges, or encumbrances whatsoever, other than Permitted Encumbrances. Title to the remaining Purchased Assets shall be conveyed, transferred and assigned to City by Bill of Sale, deed or other document and an assignment and assumption instrument free and clear of all claims, liens, or encumbrances, whatsoever. Seller and OLMHC shall further provide to City at and after Closing such easements, releases, consents, approvals and waivers and instruments of transfer, assignment, delivery and conveyance as shall be, in the reasonable opinion of City and its counsel, necessary to transfer the Purchased Assets in accordance with this Agreement and, when necessary or desirable, in recordable form.

(iv) Seller and OLMHC shall assign to City its right, title and interest in those easements, licenses, and other rights and interests identified in **Appendix "B-1"** and grant

a blanket easement in favor of City with respect to the Orangewood Lakes Mobile Home Community the form of which is acceptable to City.

(v) Seller and City shall enter into separate Assignment and Assumption Agreements with respect to the contracts and agreements which City expressly elects and agrees to assume, if any, from the Contracts and Leases identified in **Appendix "F."**

(vi) Real property and personal property taxes on the Purchased Assets and any other applicable taxes, shall be prorated as of the Closing Date, and Seller and OLMHC shall each be required to pay its pro rata share at Closing. All other taxes, assessments and regulatory assessment fees accrued or owed by Seller or OLMHC as of the date of Closing with respect to the Purchased Assets shall remain the obligation of Seller and OLMHC. All other taxes and assessments imposed or attempted to be imposed from and after the date of Closing with respect to the Purchased Assets, if any, shall be the obligation of City.

(vii) Documentary stamps, recording fees, if any, to record the deeds and any other fees, assessments or charges and related instruments necessary to deliver title to Purchased Assets to the City shall be paid by Seller.

(viii) Prior to the Closing Date, Seller shall be permitted to pursue past due receivables for services provided prior to March 1, 2019 from customers and retain all moneys recovered by Seller from such customers for services provided prior to the Closing Date using whatever lawful means as determined by Seller. After the Closing Date the accounts receivable and all funds collected from such customers in payment of past due receivables shall be property of the City, and Seller shall hold any such funds collected or received by it in payment of past due accounts in trust for the benefit of the City and shall remit such funds to City upon receipt. Seller shall have the right to bill customers for services provide in March 2019 and to attempt to collect payment thereof through April 30, 2019, and on May 1, 2019 all such receivables and amounts unpaid shall automatically be transferred, assigned and conveyed to City without further notice, act or document. Seller shall furnish to City, not less than thirty (30) days prior to Closing (with updates for any new customers), a listing of its accounts by customer and individual amounts due receivable for bills rendered in the ordinary course of business. Additionally, an estimate of the gross revenue for water and wastewater services rendered but not yet billed as of the Closing Date, prepared on the basis of a methodology consistent with good industry practice and agreed by the parties, shall be provided by Seller to the City three (3) business days prior to Closing. In addition to the foregoing, City shall be entitled to all fees, charges, rents, rates and revenues collected with regard to the operation of the Purchased Assets, the Water System and the Wastewater System after Closing.

(ix) All transfers required or necessary to carry out the intent and purpose of this Agreement shall take place, unless waived or extended by mutual consent.

(x) Except as expressly set forth herein each of the parties shall pay the fees of its own attorneys, bankers, engineers, accountants, and other professional advisers or consultants in connection with the negotiation, preparation and execution of this Agreement and any documents and activities associated with the Closing.

(xi) All bills, invoices and requests for payment of any kind for services, materials and supplies of any kind rendered in connection with the construction, operation,

maintenance, repair and replacement of the Water System or the Wastewater System prior to Closing, up to and including the Closing Date, shall be paid by Seller.

(xii) City shall assume the liability for the Water System and the Wastewater System customer deposits upon receipt from Seller, and Seller shall, by electronic transfer, transfer to City all customer deposits and accrued interest thereon, together with the list of customers for whom such deposits have been collected and corresponding amounts of such deposits for each customer through Closing.

(xiii) Each party shall deliver to the other party a certificate certifying that:

(A) The party is not prohibited or restrained by judgment, order, writ, decree or law from consummating and closing any of the transactions contemplated hereby.

(B) There is not pending or threatened on the Closing Date any action or proceeding that materially prevents or hinders the ability of such party to close the transactions contemplated hereby.

(C) All warranties and representations of such party contained in this Agreement are true and correct in all material respects as of the Closing Date.

(xiv) Seller and OLMHC shall each deliver to City, in a form acceptable to City, an opinion of Seller's counsel and OLMHC's counsel, as applicable, acceptable to City to the effect that (A) it is validly organized, existing and its status is active under the laws of the State of Florida; (B) this Agreement has been duly and validly executed and approved by it and is a valid and binding agreement of it and enforceable against it; (C) the execution, delivery and performance of this Agreement and consummation of the transactions contemplated herein will not violate any agreement of or binding on, or any law applicable to, it.

(xv) The Seller and City shall execute the WWTP Use Agreement, as set forth in attached **Appendix "M"**.

(xvi) The City and OLMHC shall execute the Lift Station Property Sale documentation, and the City shall grant an easement to Seller for ingress to and egress from the WWTP premises as set forth in attached **Appendix "L"**.

(c) Seller and the Shareholder jointly and severally agree to pay in full and discharge all of the Excluded Liabilities after the Closing, in accordance with their stated terms, as applicable, and in a manner that is not detrimental to City, operation of its utility system, or any relationships of City with customers or other persons.

12. POST CLOSING COOPERATION.

(a) Seller, OLMHC and City shall, after the Closing Date, upon reasonable written request of the other party and at no cost to the other party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, all such further documents, acts, resolutions, deeds, easements, assignments, transfers, powers of attorney and assurances as may be required in order to implement and perform any of the obligations, covenants and agreements of the parties and consummate the transactions contemplated by and arising from this Agreement, and to permit City to own, operate and maintain its utility system, including the Purchased Assets, the Water

System and the Wastewater System in accordance with all applicable laws, regulations, permits and governmental authorization.

(b) Each of the parties hereto shall provide the other, at the other's cost and expense, with such assistance as reasonably may be requested in connection with the preparation of any tax return, audit or other examination by any taxing authority or any judicial or administrative proceedings relating to liability for taxes relating to the transactions contemplated by this Agreement, including reasonable access during regular business hours to any and all necessary documentation and/or records. The party requesting assistance hereunder shall reimburse the other for reasonable expenses incurred in providing such assistance.

(c) Seller agrees to provide reasonable assistance to the City to transition the administration (including customer services and accounting functions) and operation of the Water System, the Wastewater System and Purchased Assets for a period of one hundred twenty (120) days after the Closing Date. City shall reimburse Seller for reasonable actual out of pocket costs or expenses, without markup, incurred for any such services provided at the request of City under this Section 12(c).

(d) Seller shall cooperate with City to ensure an orderly transition of all of Seller's customers with respect to billing and customer service activities including, but not limited to, working with City prior to Closing on a compatible format for transfer of customer data. The parties agree that City will be entitled to all customer billings and payments by customers of such billings with respect to water services for the period on or after the Closing Date. After the Closing, any payments received by City or Seller with respect to utility services provided utilizing the Purchased Assets shall belong to the City or Seller as provided in Section 11(b)(vii) above. If such payment or the documentation relating thereto does not indicate whether such payment is for the period prior to or after Closing, City and Seller shall jointly determine whether the payment belongs to City or Seller. If either City or Seller receives a payment which under the terms of this Agreement which properly belongs to the other, the party in receipt of such payment shall hold such payment in trust for the other party and shall turn the payment over to the other party upon receipt thereof without any right of setoff. The parties shall meet upon written request by a party for purposes of coordinating the collection of payments received City and Seller for billings with respect to utility services.

(e) The respective representations and warranties of the parties contained in this Agreement or any document delivered pursuant to this Agreement shall survive the consummation of the transactions contemplated hereby and continue for a period of one year from the Closing Date, and thereafter shall terminate.

(f) At Closing, each of Seller and OLMHC and their respective affiliated entities, officers, directors, and shareholders forever waive any claim or right to compensation or damages of any kind against City and its successors and assigns which relates to any encroachment, damage or encumbrance of any nature, type or kind that existed on the Closing Date and effecting property of Seller or OLMHC or any affiliated entity or related person located contiguous to the Real Property as may result at any time in the future from the operation of the Purchased Assets.

(g) The City shall not be obligated to pay any liability arising out of or related to this Agreement from any funds except from the net revenues realized by the City after the Closing from its ownership and operation of the Purchased Assets. It is further agreed that this Agreement and any obligations arising in connection herewith, whether for payment of the Purchase Price, or

for any claim of liability, remedy for breach or otherwise, shall not constitute a lien, charge, security interest or other encumbrance on the Water System, the Wastewater System, the Purchased Assets or any other property owned, leased, occupied, used or operated by the City.

13. [RESERVED].

14. MISCELLANEOUS PROVISIONS.

(a) This Agreement, the transaction documents, the Appendices and the documents referenced herein, collectively embody the entire agreement of the parties with respect to the subject matter hereof, and there are no other agreements or understandings, oral or written, with reference to this Agreement that are not merged into and superseded by this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be considered an original.

(b) Within fifteen (15) days after the Closing, Seller shall prepare and the City and Seller will jointly submit a notice of transfer of the system to the FPSC in a Petition for Termination of the Certificates of Authorization of Seller. Seller shall file reports required to satisfy its outstanding gross receipts tax, regulatory assessment fees, and other obligations and governmental assessments, taxes and fees through the date of Closing. All of Seller's costs and expenses relative to the termination of Seller's relationship with the FPSC, including regulatory assessment fees, shall be paid by Seller. Copies of the Order(s) of the Commission acknowledging sale of the system to City shall be promptly provided to City upon Seller's receipt thereof.

(c) Any notice or other document required or allowed to be given pursuant to this Agreement by any party to the others shall be in writing and shall be delivered personally, or by recognized overnight courier, or by electronic correspondence or facsimile transmission with written confirmation.

If to Seller, such notice shall be delivered at:

Alfred G. Heiler
7602 – 4 Congress Street
New Port Richey, Florida 34653

with a copy to:

Jonathan L. Auvil, Esq.
37837 Meridian Ave., Suite 100
Dade City, FL 33525
Tel #352-567-1241
Email jona@dadedcitylaw.com

If to OLMHC, such notice shall be delivered at:

Alfred G. Heiler
7602 – 4 Congress Street
New Port Richey, Florida 34653

with a copy to:

Jonathan L. Auvil, Esq.
37837 Meridian Ave., Suite 100
Dade City, FL 33525
Tel #352-567-1241

If to City, such notice shall be delivered at:

To the City:

City Manager
5919 Main St.
New Port Richey, FL 34652

with required copies to:

City Attorney
5919 Main St.
New Port Richey, FL 34652

Notices shall be effective upon receipt or failure to accept delivery and electronic correspondence or facsimile transmission shall be deemed received on the date sent if received by 4:00 p.m. Eastern Daylight Time on a business day. If received after 4:00 p.m. EDT, such transmission shall be deemed received on the next business day.

(d) The headings used are for convenience only, and they shall be disregarded in the construction or interpretation of this Agreement.

(e) The drafting of this Agreement was a joint effort of the parties, and in the interpretation hereof, no party shall be burdened by or benefit from any presumption based on its involvement in preparation of this Agreement.

(f) This Agreement is solely for the benefit of the parties hereto and their successors and permitted assigns, and except as expressly provided, no other causes of action shall accrue upon or by reason hereof to or for the benefit of any third party (other than indemnitees and successors and assigns), who or which is not a formal party hereto.

(g) In the event any term or provision of this Agreement is determined by an appropriate judicial authority to be illegal or otherwise invalid, the remainder of this Agreement shall be construed to be in full force and effect.

(h) This Agreement may only be amended or modified in writing by authorized representatives of the parties. No waiver of any of the provisions of this Agreement will be effective unless made in writing by the party to be bound thereby, and no waiver shall be deemed or shall constitute a waiver of any other provision of this Agreement, unless otherwise expressly provided.

(i) This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Florida. The parties expressly consent to the jurisdiction of and agree that exclusive venue for any claim, dispute or litigation arising under, relating to or in connection with this Agreement and the transactions contemplated by this Agreement shall be in the Circuit Court of the Sixth Judicial Circuit of the State of Florida in and for Pasco County, Florida. The parties hereby waive to the maximum extent permissible under law trial by jury in respect of any such claim, dispute or litigation. The parties agree that prior to the commencement of litigation of any such claim, dispute or disagreement, management level representatives of each party shall meet and confer for a period of ten (10) days after notice by one party to the other of the existence of the claim, dispute or disagreement to amicably resolve the matter.

(j) Except as expressly provided for herein, this Agreement and the rights and interests of the parties hereunder may not be assigned without the prior written consent of the other party.

(k) Notwithstanding anything to the contrary contained herein or in any other instrument or document executed by or on behalf of the City or Seller or OLMHC in connection with this Agreement, except with regard to the sole shareholder of Seller and the sole shareholder of OLMHC, no stipulation, covenant, agreement or obligation contained herein or therein shall be deemed or construed to be a stipulation, covenant, agreement, or obligation of any present or future member, officer, employee, contractor or agent of the City or Seller or OLMHC, representatives, in any such person's individual capacity, and no such person, shall be liable personally for any breach of or for any failure to perform or comply with any such stipulations, covenants, agreements or obligations. All references to the City in this paragraph shall be deemed to include the City, the Council, Council members and officers, employees, attorneys, contractors and agents of the City. The provisions of this Section shall survive the termination of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK – SIGNATURE PAGES FOLLOW].

IN WITNESS WHEREOF, the City of New Port Richey, Florida, Orangewood Lakes Services, Inc. and Orangewood Lakes Mobile Home Community, Inc. have caused this Agreement to be duly executed and entered into on the date first above written.

SELLER:

ATTEST:

ORANGEWOOD LAKES SERVICES INC.

Alfred G. Heiler
Secretary

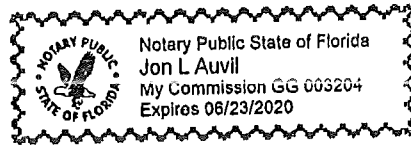
Name: Alfred G. Heiler
Its: President

(SEAL)

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 4th day April, 2019, by Alfred G. Heiler, as President of Orangewood Lakes Services Inc., a Florida corporation, on behalf of the company. He is personally known to me or presented drivers license as identification.

Jon L. Auvil
Notary Public
My Commission Expires:



OLMHC:

ATTEST:

ORANGEWOOD LAKES MOBILE HOME
COMMUNITY, INC.

Alfred G. Heiler
Secretary

Name: Alfred G. Heiler

Its: President

(SEAL)

STATE OF FLORIDA
COUNTY OF PASCO

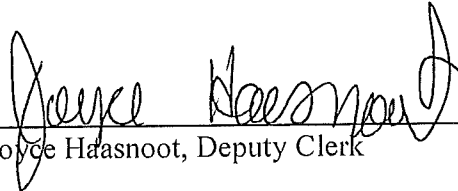
The foregoing instrument was acknowledged before me this 4th day April, 2019, by Alfred G. Heiler, as President of Orangewood Lakes Mobile Home Community, Inc., a Florida corporation, on behalf of the company. He is personally known to me or presented driver license as identification.

Jon L. Auvil
Notary Public
Notary Public State of Florida
Jon L. Auvil
My Commission GG 003204
Expires 08/23/2020
My Commission Expires:

PURCHASER:

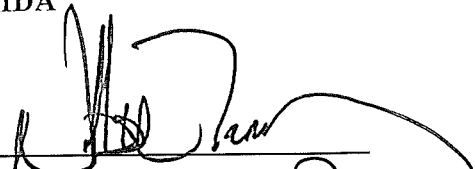
**CITY OF NEW PORT RICHEY,
FLORIDA**

ATTEST:



Joyce Haasnoot, Deputy Clerk

(SEAL)

Name: 

Its: CITY MANAGER

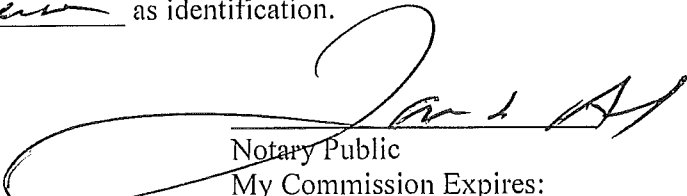
APPROVED AS TO FORM AND CORRECTNESS:

By: _____
City Attorney

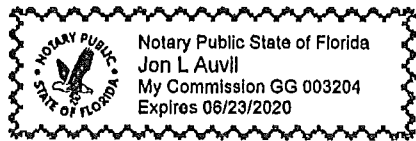
STATE OF FLORIDA

COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 4th day of April, 2019 by Debbie Manns, as City Manager of the City of New Port Richey, Florida, on behalf of the City of New Port Richey. She is personally known to me or presented drivers license as identification.



Notary Public
My Commission Expires:



APPENDIX "A"

REAL PROPERTY

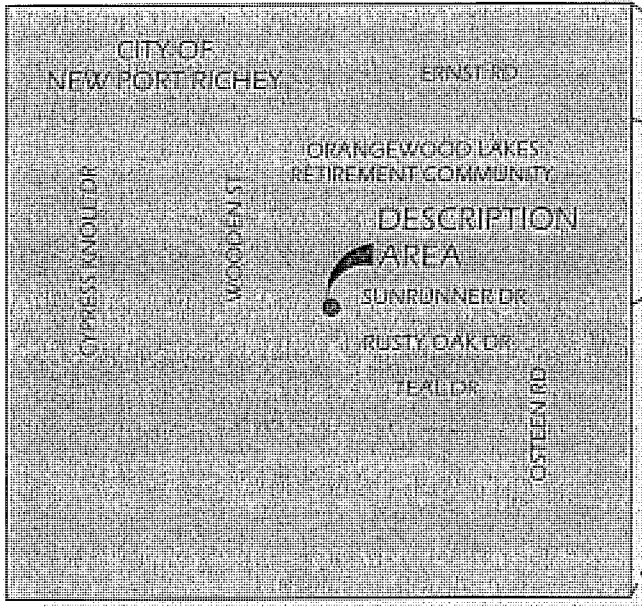
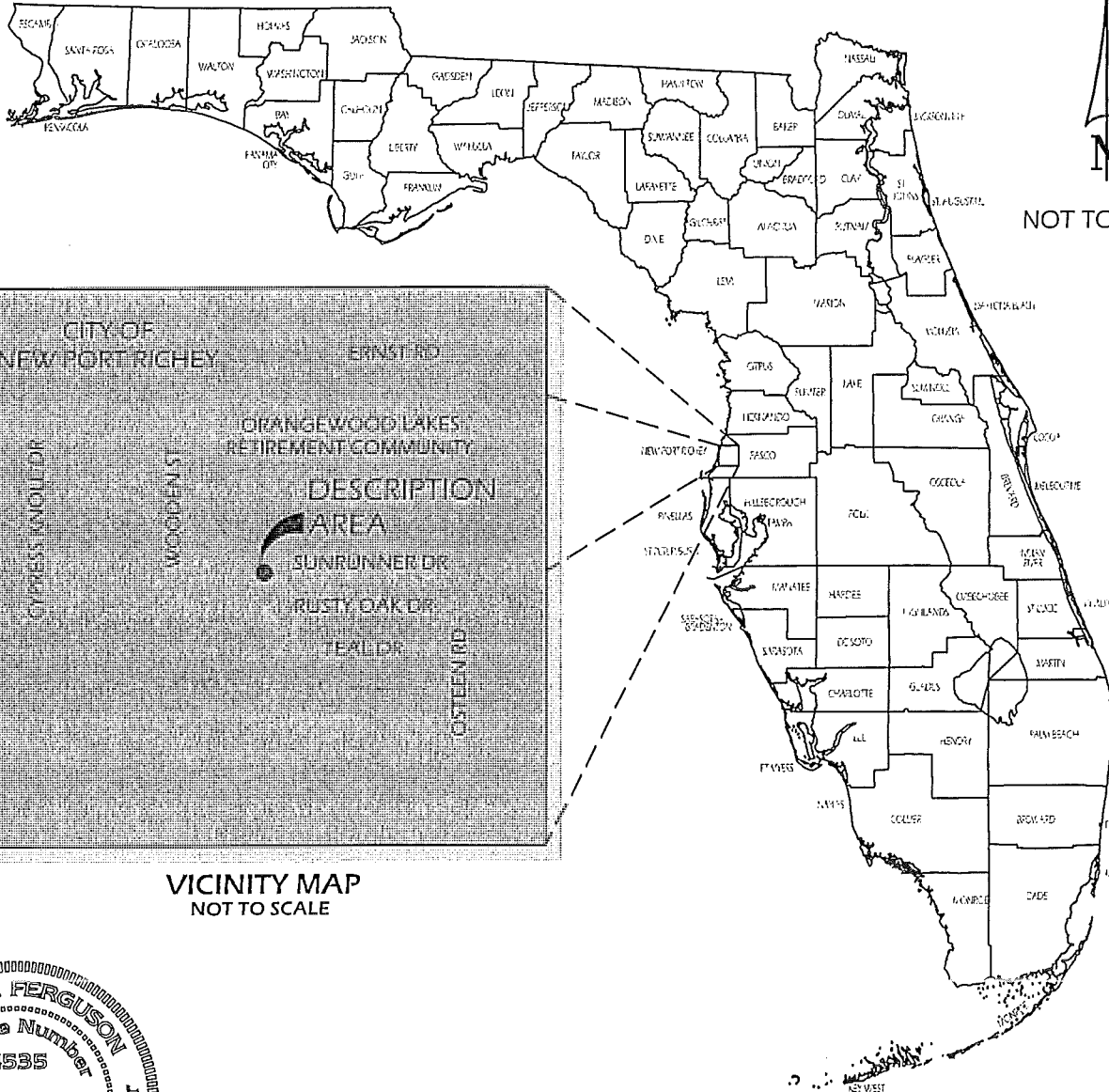
Parcel Identification Number

Property Description Pasco County

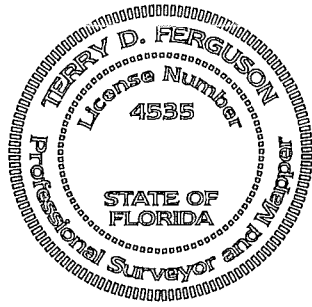
1. Lift Station Property legal description is attached.

DESCRIPTION & SKETCH

SECTION 03, TOWNSHIP 26 S, RANGE 16 E
PASCO COUNTY, FLORIDA




VICINITY MAP
NOT TO SCALE



THE SKETCH OF DESCRIPTION IS IN COMPLIANCE WITH THE MINIMUM TECHNICAL STANDARDS PURSUANT TO CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE.

NOT A FIELD SURVEY

SHEET 01 OF 05

TERRY D. FERGUSON, PROFESSIONAL SURVEYOR AND MAPPER LICENSE NUMBER LS 4535 STATE OF FLORIDA	FLS PN: 19002-A1		PROJECT MGR: TDF
	FOR: MCKIM & CREED		DRAWN BY: JKI
	DATE: 02/13/2018		FILE: 19002 LS.dwg
806 FRANKLIN STREET, CLEARWATER, FL 33756 - PH. 727.230.9606 FAX 727.230.9234 - LB No.: 8128			

DESCRIPTION & SKETCH

SECTION 03, TOWNSHIP 26 S, RANGE 16 E
PASCO COUNTY, FLORIDA


DESCRIPTION:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 3, TOWNSHIP 26 SOUTH, RANGE 16 EAST, THENCE N00°06'42"E ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 3, A DISTANCE OF 1,313.95 FEET; THENCE N89°45'50"W ALONG THE EAST-WEST CENTERLINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 3, A PORTION OF SAID EAST-WEST CENTERLINE ALSO BEING THE NORTH PLAT LINE OF SUBDIVISION "LAKE WOOD ESTATES" AS RECORDED IN PLAT BOOK 17, PAGE 143 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, A DISTANCE OF 1,046.34 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE SAID NORTH PLAT LINE OF SUBDIVISION "LAKEWOOD ESTATES" N89°45'50"W, A DISTANCE OF 30.08 FEET; THENCE N03°56'44"W, A DISTANCE OF 122.63 FEET; THENCE N84°19'34"E, A DISTANCE OF 15.01 FEET; THENCE S03°56'44"E, A DISTANCE OF 50.00 FEET; THENCE N86°03'16"E, A DISTANCE OF 15.00 FEET; THENCE S03°56'44"E, A DISTANCE OF 75.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 2971.9 SQUARE FEET OR 0.07 ACRES, MORE OR LESS

NOT A FIELD SURVEY

SHEET 02 OF 05

	FLS PN: 19002-A1		PROJECT MGR: TDF
	FOR: MCKIM & CREED		DRAWN BY: JKI
	DATE: 02/13/2018		FILE: 19002 LS.dwg
806 FRANKLIN STREET, CLEARWATER, FL 33756 - PH. 727.230.9606 FAX 727.230.9234 - LB No.: 8128			

DESCRIPTION & SKETCH


SECTION 03, TOWNSHIP 26 S, RANGE 16 E
PASCO COUNTY, FLORIDA

NOTES:

1. BASIS OF BEARINGS: ALL BEARINGS ARE BASED UPON THE EAST LINE OF THE SOUTHEAST ¼ OF SECTION 3, TOWNSHIP 26 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA BEING N89°45'50"W. SAID BEARINGS AND COORDINATES ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA WEST ZONE, NATIONAL GEODETIC SURVEY (NGS) NORTH AMERICAN DATUM (NAD) OF 1983/NSRS 2007, UTILIZING THE LENGEMAN L-NET GPS RTK NETWORK.
2. THAT CERTAIN BOUNDARY SURVEY OF THE ORANGEWOOD WASTE WATER TREATMENT PLANT, 7834 SUNRUNNER DRIVE, NEW PORT RICHEY, PASCO COUNTY, FLORIDA PREPARED BY FERGUSON LAND SURVEYORS, PLLC, PHONE NO. (727) 230-9606, PROJECT NO. 19002-A1, DATED OCTOBER 17, 2017 WAS UTILIZED IN THE PREPARATION OF THIS DESCRIPTION AND SKETCH.
3. THE PLAT OF LAKEWOOD ESTATES SUBDIVISION ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 17, PAGE 143 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA WAS UTILIZED IN THE PREPARATION OF THIS DESCRIPTION AND SKETCH.
4. THIS DESCRIPTION AND SKETCH WAS PREPARED WITH THE BENEFIT OF AN OWNERSHIP AND ENCUMBRANCE REPORT ISSUED BY TRINITY TITLE OF PASCO COUNTY, INC., TELEPHONE NO. (727) 372-2322, DATED JANUARY 19, 2019.
5. RE-USE OF THE DESCRIPTION AND SKETCH FOR PURPOSES OTHER THAN WHICH IT WAS INTENDED, WITHOUT THE WRITTEN VERIFICATION, WILL BE AT THE RE-USERS SOLE RISK AND WITHOUT LIABILITY TO THE SURVEYOR. NOTHING HEREIN SHALL BE CONSTRUED TO GIVE ANY RIGHTS OR BENEFITS TO ANYONE OTHER THAN THOSE PREPARED FOR.
6. THIS DESCRIPTION AND SKETCH IS NOT INTENDED TO SHOW THE LOCATION OF ANY JURISDICTIONAL HAZARDS.
7. THIS DESCRIPTION AND SKETCH WAS PREPARED FOR MCKIM AND CREED, 1365 HAMLET AVENUE, CLEARWATER, FL 33756-3331, TELEPHONE NO. (727) 442-7196.

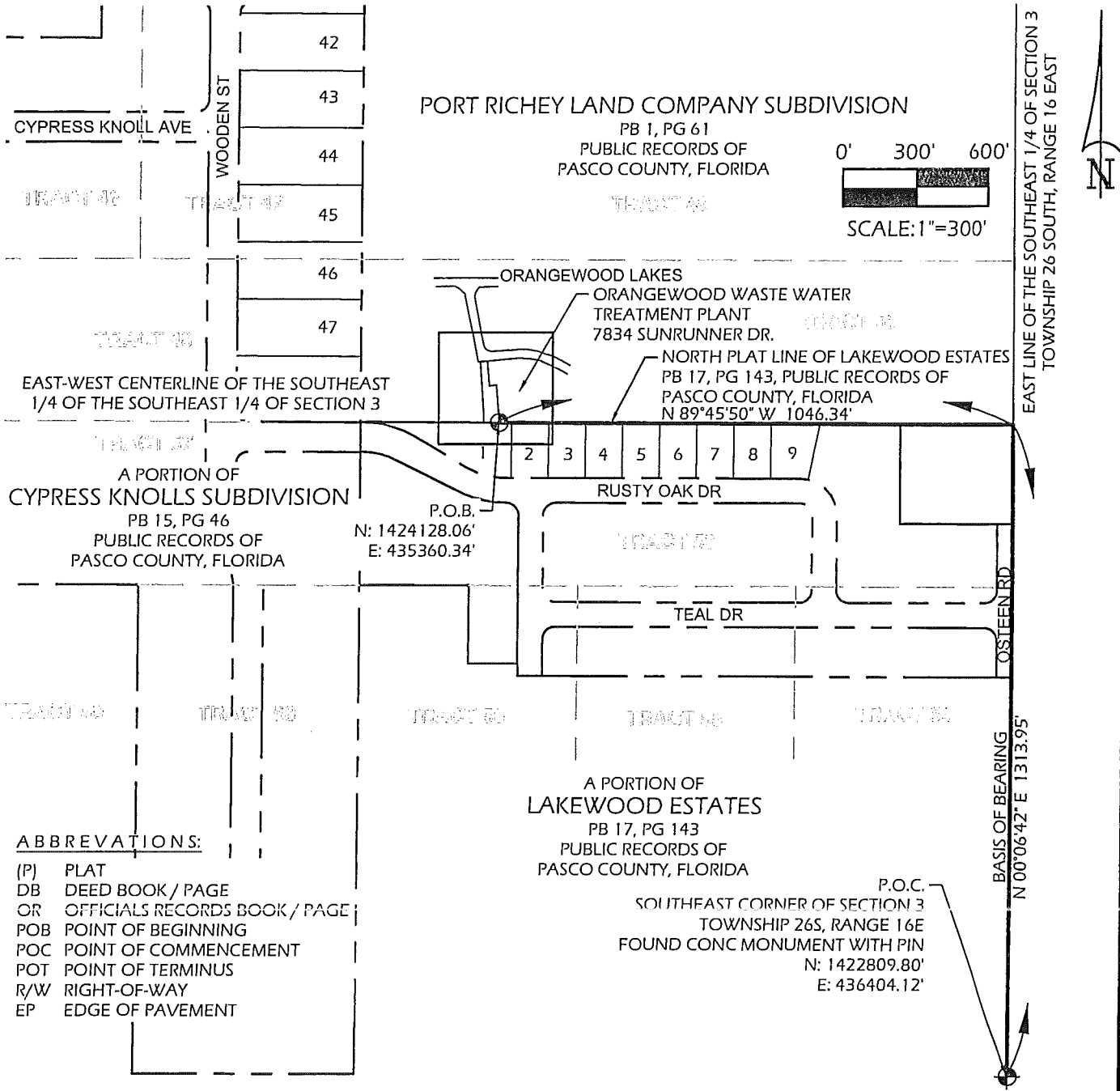
NOT A FIELD SURVEY

SHEET 03 OF 05

	FLS PN: 19002-A1		PROJECT MGR: TDF
	FOR: MCKIM & CREED		DRAWN BY: JKI
	DATE: 02/13/2018		FILE: 19002 LS.dwg
806 FRANKLIN STREET, CLEARWATER, FL 33756 - PH. 727.230.9606 FAX 727.230.9234 - LB No.: 8128			

DESCRIPTION & SKETCH

SECTION 03, TOWNSHIP 26 S, RANGE 16 E
PASCO COUNTY, FLORIDA

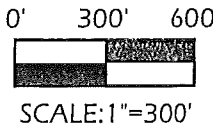


EAST-WEST CENTERLINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 3

A PORTION OF CYPRESS KNOLLS SUBDIVISION
PB 15, PG 46
PUBLIC RECORDS OF PASCO COUNTY, FLORIDA

PORT RICHEY LAND COMPANY SUBDIVISION

PB 1, PG 61
PUBLIC RECORDS OF PASCO COUNTY, FLORIDA



ORANGEWOOD LAKES
ORANGEWOOD WASTE WATER TREATMENT PLANT
7834 SUNRUNNER DR.

NORTH PLAT LINE OF LAKEWOOD ESTATES
PB 17, PG 143, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA
N 89°45'50" W 1046.34'

A PORTION OF LAKEWOOD ESTATES
PB 17, PG 143
PUBLIC RECORDS OF PASCO COUNTY, FLORIDA

P.O.C.
SOUTHEAST CORNER OF SECTION 3
TOWNSHIP 26S, RANGE 16E
FOUND CONC MONUMENT WITH PIN
N: 1422809.80'
E: 436404.12'

- ABBREVIATIONS:**
- (P) PLAT
 - DB DEED BOOK / PAGE
 - OR OFFICIALS RECORDS BOOK / PAGE
 - POB POINT OF BEGINNING
 - POC POINT OF COMMENCEMENT
 - POT POINT OF TERMINUS
 - R/W RIGHT-OF-WAY
 - EP EDGE OF PAVEMENT

NOT A FIELD SURVEY

SHEET 04 OF 05

FLS PN: 19002-A1		PROJECT MGR: TDF
FOR: MCKIM & CREED		DRAWN BY: JKI
DATE: 02/13/2018		FILE: 19002 LS.dwg
806 FRANKLIN STREET, CLEARWATER, FL 33756 - PH. 727.230.9606 FAX 727.230.9234 - LB No.: 8128		

DESCRIPTION & SKETCH

SECTION 03, TOWNSHIP 26 S, RANGE 16 E
PASCO COUNTY, FLORIDA

ABBREVIATIONS:

- (P) PLAT
- DB DEED BOOK / PAGE
- OR OFFICIALS RECORDS BOOK / PAGE
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- POT POINT OF TERMINUS
- R/W RIGHT-OF-WAY
- EP EDGE OF PAVEMENT

PORT RICHEY LAND COMPANY SUBDIVISION

PB 1, PG 61
PUBLIC RECORDS OF
PASCO COUNTY, FLORIDA

SUNRUNNER DRIVE
ASPHALT PAVEMENT

EASEMENT AREA

EP

15.01'
N 84°19'34" E

S 03°56'44" E 50.00'

N 86°03'16" E 15.00'

N 03°56'44" W 122.63'

ORANGEWOOD
WASTE WATER TREATMENT PLANT
7834 SUNRUNNER DR.

P.O.B.
N: 1424128.06'
E: 435360.34'

S 03°56'44" E 75.27'

30.08'
N 89°45'50" W

NORTH PLAT LINE OF LAKEWOOD ESTATES
PB 17, PG 143, PUBLIC RECORDS OF
PASCO COUNTY, FLORIDA
N 89°45'50" W 1046.34'



0' 30' 60'




SCALE: 1"=30'

EAST-WEST CENTERLINE OF THE SOUTHEAST
1/4 OF THE SOUTHEAST 1/4 OF SECTION 3

A PORTION OF
LAKEWOOD ESTATES
PB 17, PG 143
PUBLIC RECORDS OF
PASCO COUNTY, FLORIDA

NOT A FIELD SURVEY

SHEET 05 OF 05

FLS PN: 19002-A1		PROJECT MGR: TIDF
FOR: MCKIM & CREED		DRAWN BY: JKI
DATE: 02/13/2018		FILE: 19002 LS.dwg
806 FRANKLIN STREET, CLEARWATER, FL 33756 - PH. 727.230.9606 FAX 727.230.9234 - LB No.: 8120		

APPENDIX "B-1"

EASEMENTS AND LICENSES

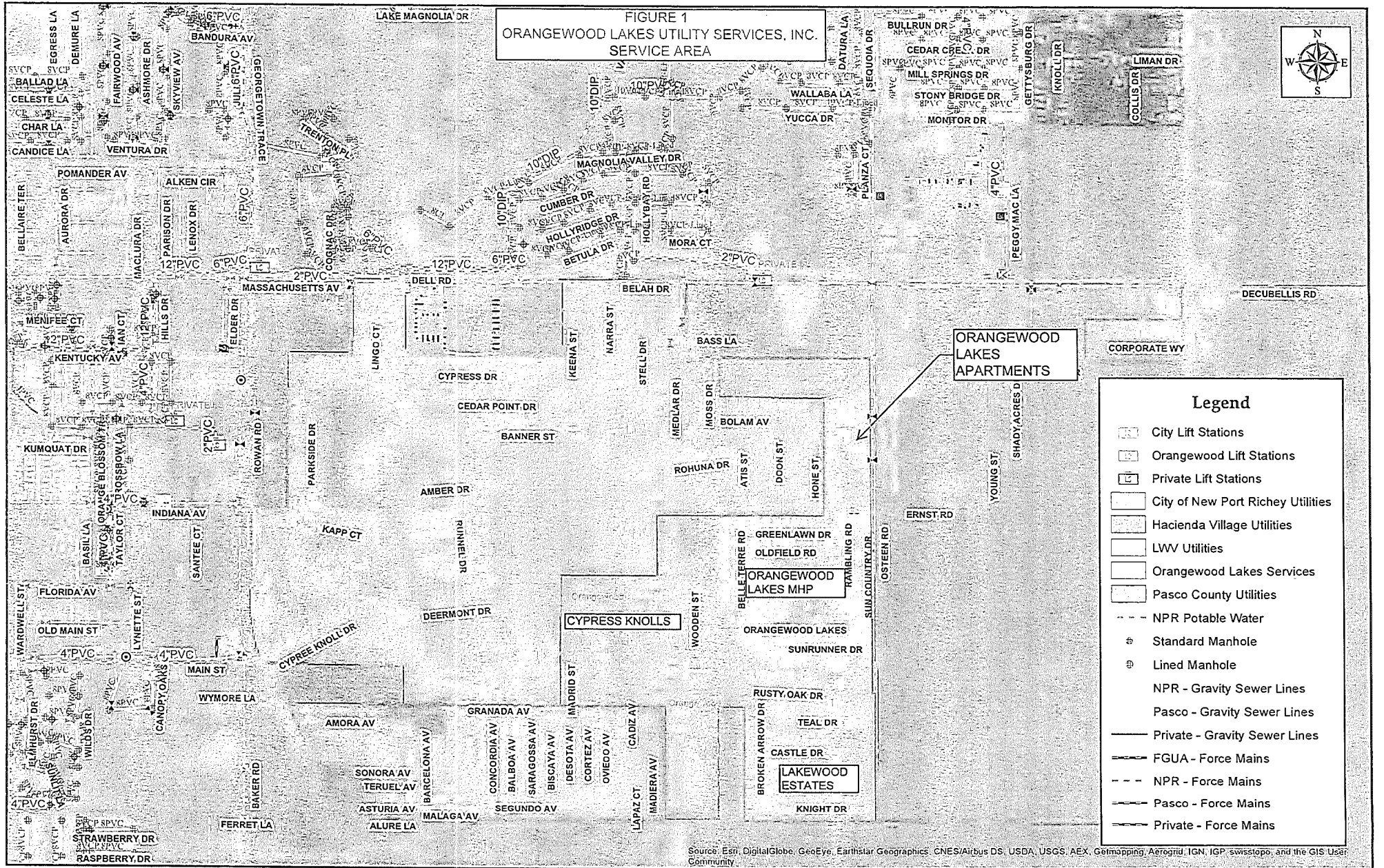
1. Blanket Easement to be executed and delivered by Seller and OLMHC at Closing with respect to Water System assets and the Wastewater System assets located or to be located at the Orangewood Lakes Mobile Home Community.

APPENDIX "B-2"

SERVICE TERRITORY

Maps depicting the Orangewood Lakes Mobile Home Community, Cypress Knolls Subdivision, Lakewood Estates Subdivision and the Orangewood Lakes Apartments are attached.

FIGURE 1
ORANGWOOD LAKES UTILITY SERVICES, INC.
SERVICE AREA

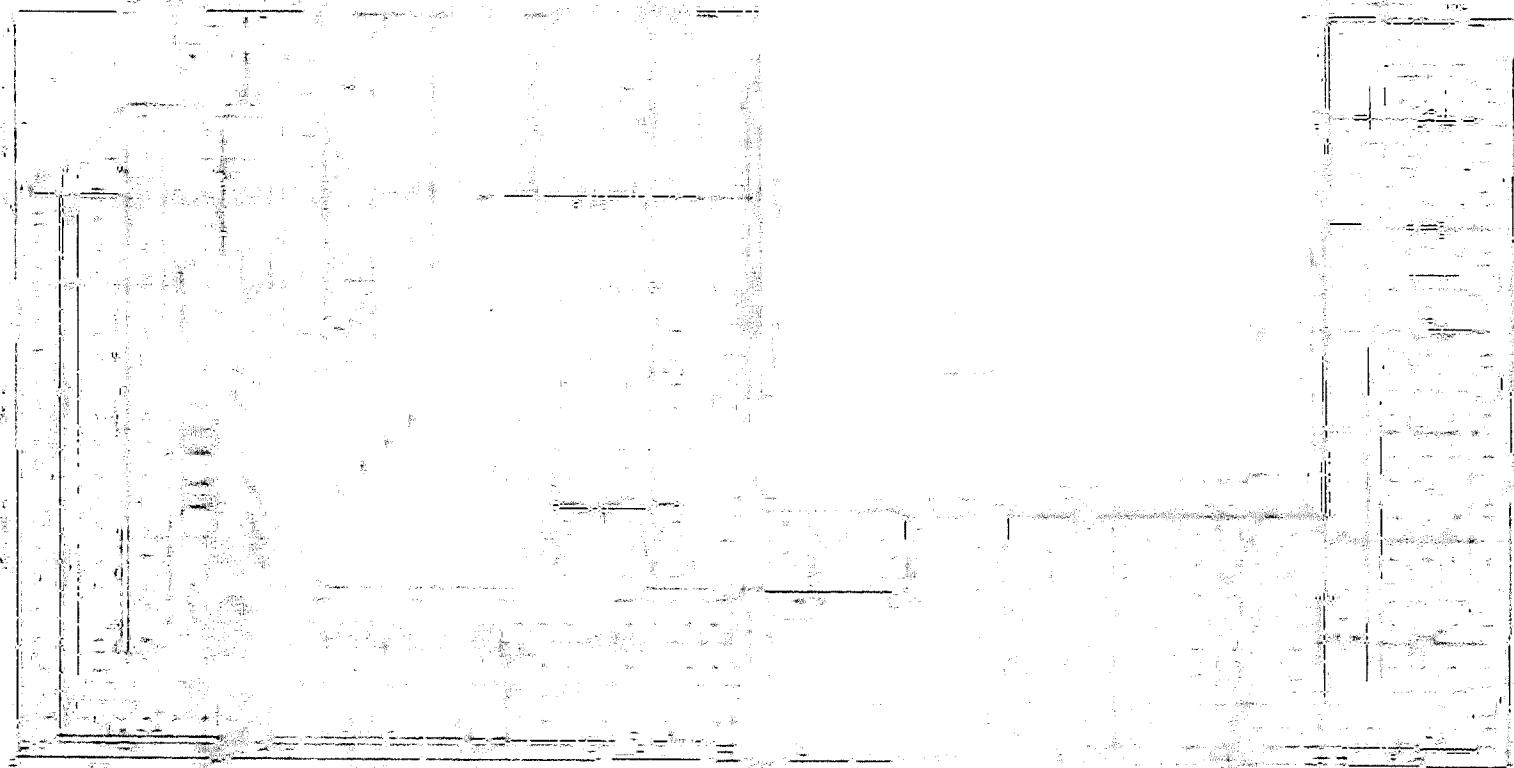


Legend

- City Lift Stations
- Orangewood Lift Stations
- Private Lift Stations
- City of New Port Richey Utilities
- Hacienda Village Utilities
- LWW Utilities
- Orangewood Lakes Services
- Pasco County Utilities
- NPR Potable Water
- Standard Manhole
- Lined Manhole
- NPR - Gravity Sewer Lines
- Pasco - Gravity Sewer Lines
- Private - Gravity Sewer Lines
- FGUA - Force Mains
- NPR - Force Mains
- Pasco - Force Mains
- Private - Force Mains

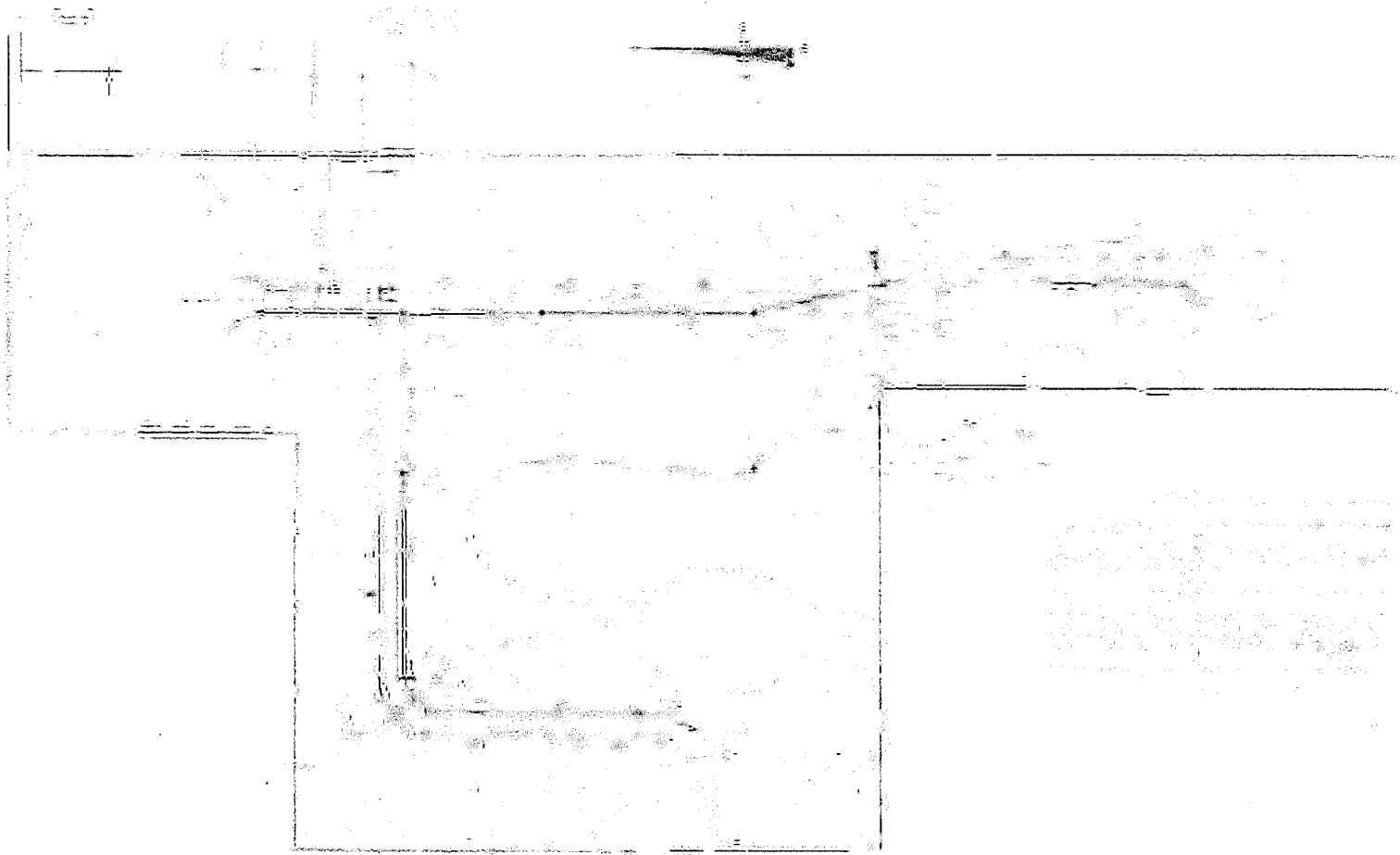
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Geomatics, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

(** This map is provided for information purposes only. All features included are subject to field verification and survey.**)

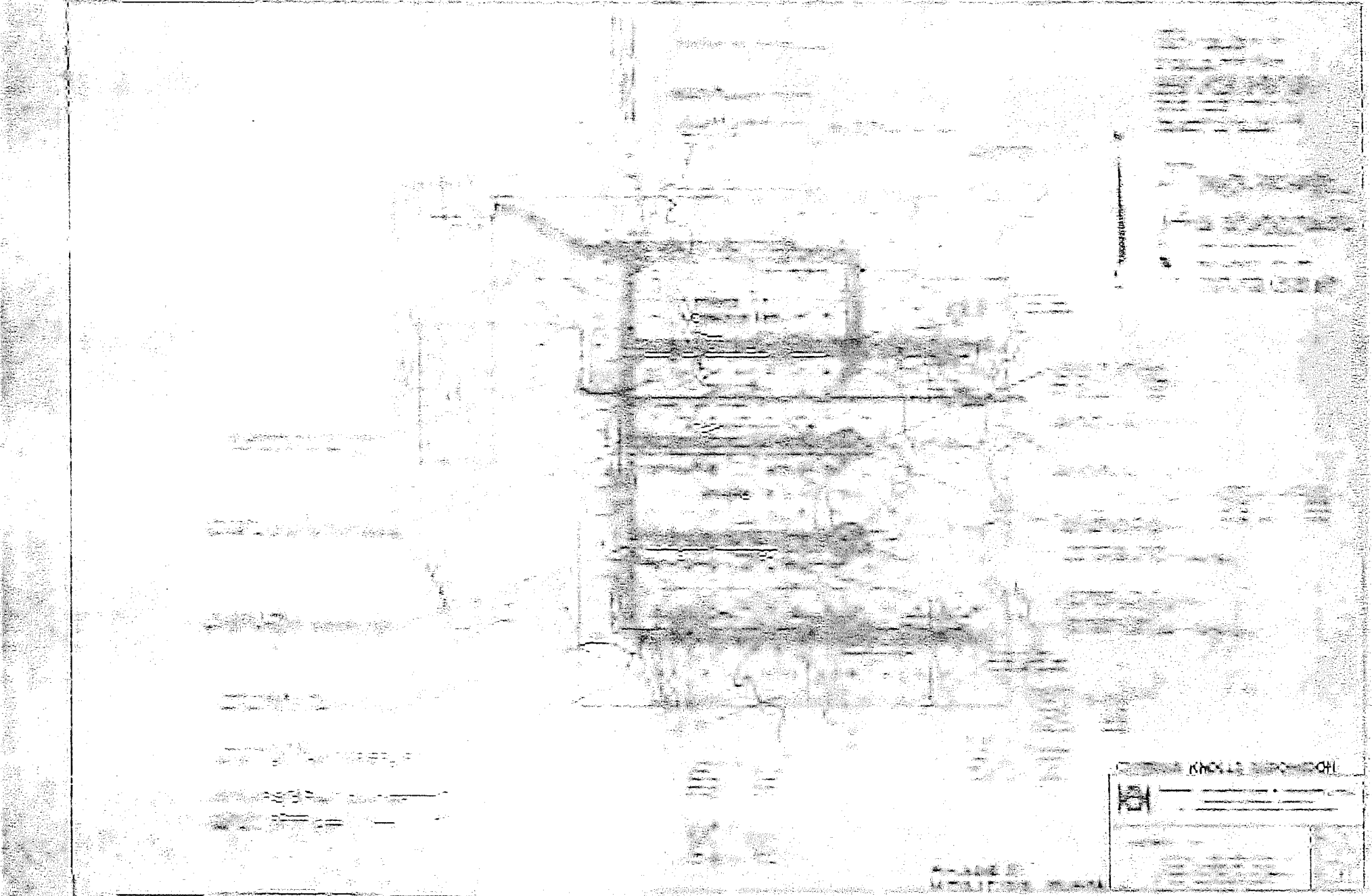


Orange and Inlet Hotel Home (1900)

CYPRESS KNOLLS SUBDIVISION



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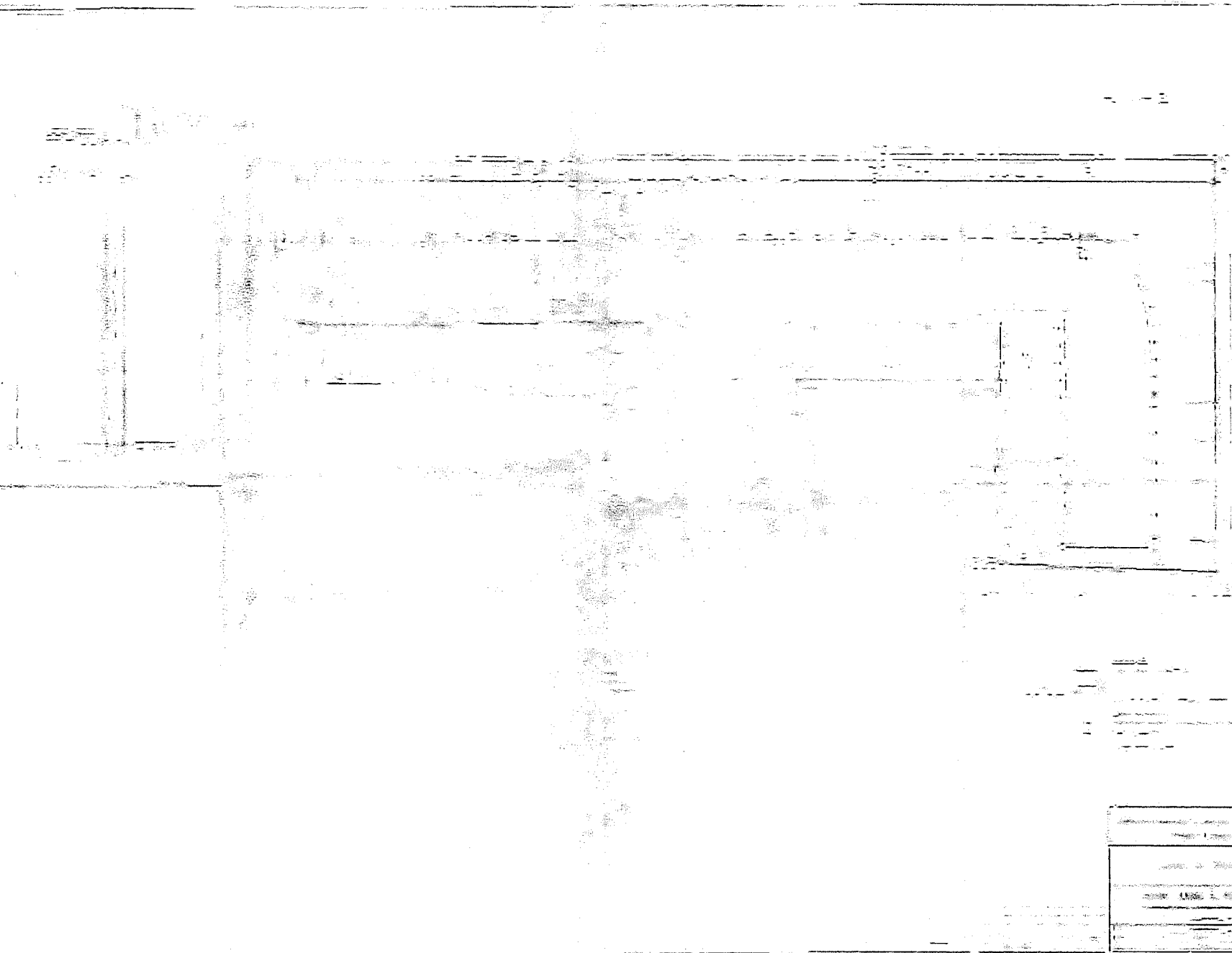
FIELD 2
COMPLETED

FIELD 1

FIELD 3

FIELD 4

FIELD 5



UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
WASHINGTON, D. C. 20250

APPENDIX "C"

TITLE INSURANCE COMMITMENT

AMERICAN LAND TITLE ASSOCIATION

COMMITMENT FOR TITLE INSURANCE

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

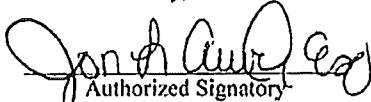
Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

Issued through the Office of

Meridian Title Company, Inc. - 26114
37837 Meridian Avenue
Suite 100
Dade City, FL 33525


Authorized Signatory
Jon L. Auvil
Attorney at Law



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By  President

Attest  Secretary

ATTORNEYS' TITLE FUND SERVICES, LLC

Tampa Bay
1410 N. Westshore Blvd., Suite 600
Tampa, FL 33607-4525
(800)282-3830
(866)328-1884

Meridian Title Company, Inc.
37837 Meridian Avenue Suite 100,
Dade City, FL 33525

Date: March 11, 2019
Fund File Number: 701421
County: Pasco
Reference: LIFT STATION

Dear Fund Member:

We have examined title to the property described in Schedule A attached and prepared these schedules to be used exclusively for the purpose of issuing a commitment or policy of title insurance underwritten by Old Republic National Title Insurance Company.

Please review the schedules before signing and inserting in an ALTA 2016 Commitment (CF6R) jacket. Subject to your agency authorization, you must:

- A. Add additional requirements and/or exceptions to Schedule B that you find necessary from your analysis of the present transactions.
- B. Evaluate Schedule A and B and issue endorsements as may be appropriate, deleting or modifying the Schedules.
- C. Obtain an ALTA 2016 Commitment (CF6R) jacket, which must be included with Schedules A & B of the ALTA 2016 Commitment.

DoubleTime users must be on version 7.0.6 or later to obtain CF6R jackets electronically. You may upgrade for free by going to www.thefund.com/dt.

Non DoubleTime users can obtain and track ALTA 2016 Commitment (CF6R) jackets by using ePolicyManager. You may also download and print the CF6R jacket by [clicking here](#).

Our examination of title reflects only those matters recorded in the Official Records Books. You are responsible for such other off-record examinations and checks as you may find necessary pursuant to underwriting procedures. When the interest you are insuring is a personal property interest (such as a mortgage, a leasehold or cooperative interest), a federal tax lien search of the Secretary of State's records may be required. See Fund Title Note 30.02.08.

Where the amount of insurance is \$3 million or under, a 20-year judgment and lien search was not performed on the proposed insured purchaser if a mortgage is not associated with the purchase or if the mortgage appears to be 100% purchase money in nature.

The Fund appreciates this opportunity to be of service. Please contact us if you have any questions.

Sincerely,

Attorneys' Title Fund Services, LLC
Tammi Scott, Senior Examiner
(800) 282-3830 x5513, TScott@TheFund.com

Old Republic National Title Insurance Company

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

Schedule A

Transaction Identification Data for reference only:

Commitment Number: 701421	Revision Number: None	Issuing Office File Number: Lift Station	Issuing Office: 26114
Property Address: , FL	Loan ID Number: None	ALTA Universal ID: None	Issuing Agent: Meridian Title Company, Inc.

1. Commitment Date: April 4, 2019 @ 11:00 PM

2. Policy to be issued: Proposed Policy Amount:

OWNER'S: ALTA Owner's Policy (6/17/06) (With Florida Modifications) \$950,000.00

Proposed Insured: City of New Port Richey, Florida

MORTGAGEE: ALTA Loan Policy (6/17/06) (With Florida Modifications) \$

Proposed Insured:

3. The estate or interest in the Land described or referred to in this Commitment is FEE SIMPLE. (Identify estate covered, i.e., fee, leasehold, etc.)

4. Title to the estate or interest in the Land is at the Commitment Date vested in:

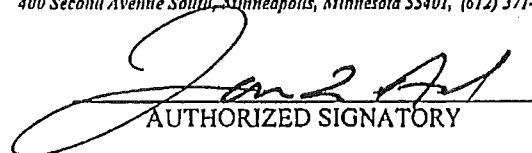
Orangewood Lakes Mobile Home Community, Inc., a Florida corporation, and Orangewood Lakes Services, Inc., a Florida corporation

5. The Land is described as follows:

Commence at the Southeast corner of Section 3, Township 26 South, Range 16 East, thence N00°06'42"E along the East line of the Southeast ¼ of Section 3, a distance of 1,313.95 feet; thence N89°45'50"W along the East-West centerline of the Southeast ¼ of the Southeast ¼ of Section 3, a portion of said East-West centerline also being the North plat line of subdivision "Lake Wood Estates" as recorded in Plat Book 17, Page 143 of the Public Records of Pasco County, Florida, a distance of 1,046.34 feet to the point of beginning; thence continue along the said North plat line of subdivision "Lakewood Estates" N89°45'50"W, a distance of 30.08 feet; thence N03°56'44"W, a distance of

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111


AUTHORIZED SIGNATORY

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions.

Old Republic National Title Insurance Company
AMERICAN LAND TITLE ASSOCIATION
COMMITMENT
Schedule A (Continued)

Issuing Office File Number: Lift Station

122.63 feet; thence N84°19'34"E, a distance of 15.01 feet; thence S03°56'44"E, a distance of 50.00 feet; thence N86°03'16"E, a distance of 15.00 feet; thence S03°56'44"E, a distance of 75.27 feet to the point of beginning.

SUBJECT TO a non-exclusive and perpetual easement for purposes of ingress and egress, over and across the above described land.

TOGETHER WITH a perpetual easement for installation and maintenance water and sewer distribution lines and all attendant facilities over, under and across the following described property:

Tracts numbered 49, 50, 51 and 52, PORT RICHEY COMPANY SUBDIVISION of Section 3, Township 26 South, Range 16 East, according to the map or plat thereof as recorded in Plat Book 1, Page(s) 60 and 61, Public Records of Pasco County, Florida.

Rights and interests assigned by virtue of the Assignment of Contracts dated April 4, 2019, between Orangewood Lakes Services, Inc., a Florida corporation, and Orangewood Lakes Mobile Home Community, Inc., a Florida corporation, as assignors, to City of New Port Richey, Florida, and relating to that certain Sewer Service Agreement dated September 19, 1978, between DEEB Construction Co. Inc. of St. Petersburg, a Florida corporation, and Orangewood Lakes Mobile Home Community, Inc., a Florida corporation, and that certain Water Service Agreement dated December 2, 1977, between DEEB Construction Co. Inc. of St. Petersburg, a Florida corporation, and Orangewood Lakes Mobile Home Community, Inc., a Florida corporation

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

Old Republic National Title Insurance Company

AMERICAN LAND TITLE ASSOCIATION COMMITMENT Schedule B-I

Issuing Office File Number: Lift Station

Requirements

All of the following requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - A. Warranty Deed from Orangewood Lakes Mobile Home Community, Inc., a Florida corporation, to Orangewood Lakes Services, Inc., a Florida corporation.
 - B. Warranty Deed from Orangewood Lakes Services, Inc., a Florida corporation, to the proposed insured purchaser(s).
 - C. Grant of Utility Easement from Orangewood Lakes Mobile Home Community, Inc., a Florida corporation, to the proposed insured purchaser(s).
 - D. Assignment of Contracts between Orangewood Lakes Mobile Home Community, Inc., a Florida corporation and Orangewood Lakes Services, Inc., a Florida corporation, as assignor, to City of New Port Richey, a municipal corporation, as to that certain Sewer Service Agreement dated September 19, 1978, between DEEB Construction Co. Inc. of St. Petersburg, a Florida corporation, and Orangewood Lakes Mobile Home Community, Inc., a Florida corporation, and that certain Water Service Agreement dated December 2, 1977, between DEEB Construction Co. Inc. of St. Petersburg, a Florida corporation, and Orangewood Lakes Mobile Home Community, Inc., a Florida corporation.
5. A search commencing with the effective date of this commitment must be performed at or shortly prior to the closing of this transaction. If this search reveals a title defect or other objectionable matters, an endorsement will be issued requiring that this defect or objection be cleared on or before closing.
6. A survey meeting the Company's requirements and an affidavit of the owner, or other person with actual knowledge, establishing that there are no unrecorded easements or claims of easements in existence, must be furnished. If the survey reveals any encroachments, encumbrances, violations, variations, or adverse circumstances, including but not limited to easements, they will appear as exceptions in the policy to be issued based upon this commitment.
7. Satisfactory evidence must be furnished establishing that Orangewood Lakes Mobile Home Community, Inc. is duly organized, validly existing, and in good standing under the laws of Florida (at date of acquisition of the interest or lien on the insured property and at the present time, or at date of purchase and at date of sale).
8. Satisfactory evidence must be furnished establishing that the subject property does not constitute all or substantially all of the assets of Orangewood Lakes Mobile Home Community, Inc.. If it does, satisfactory evidence must be provided complying with Sec. 607.1201 or 607.1202, F.S., [OR, if in the alternative, if the entity is a foreign corporation, add: If it does, satisfactory evidence must be provided showing compliance with the laws of the state or country of incorporation].
9. Record corporate resolution of the Board of Directors of Orangewood Lakes Mobile Home Community, Inc. authorizing the execution of said Warranty Deed, if required by TN 11.05.03.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

Old Republic National Title Insurance Company
AMERICAN LAND TITLE ASSOCIATION
COMMITMENT
Schedule B-I (Continued)

Issuing Office File Number: Lift Station

10. The Company has no liability under this commitment for the issuance of a mortgagee policy until an endorsement is issued stating the name of the proposed insured mortgagee. The Company reserves the right to make additional requirements, including but not limited to, review of additional documentation regarding the proposed insured mortgagee.
11. Note: The Company reserves the right to make additional requirements as necessary.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

Old Republic National Title Insurance Company

AMERICAN LAND TITLE ASSOCIATION COMMITMENT Schedule B-II

Issuing Office File Number: Lift Station

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Commitment Date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or Mortgage thereon covered by this Commitment.
2.
 - a. General or special taxes and assessments required to be paid in the year 2019 and subsequent years.
 - b. Rights or claims of parties in possession not recorded in the Public Records.
 - c. Any encroachment, encumbrance, violation, variation or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the utility easement parcel described hereinabove.
 - d. Easements or claims of easements not recorded in the Public Records relating to the utility easement parcel described hereinabove.
 - e. Any lien, or right to a lien, for services, labor or material furnished, imposed by law and not recorded in the Public Records.
3. Any Owner's Policy issued pursuant hereto will contain under Schedule B the following exception: *Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.*
4. Any lien provided by County Ordinance or by Chapter 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.
5. All matters contained on the Plat of PORT RICHEY COMPANY, as recorded in Plat Book 1, Pages 60 and 61, Public Records of Pasco County, Florida.
6. Zoning and/or restrictions imposed by governmental authority.
7. Title to personal property is neither guaranteed nor insured.
8. Road rights-of-way as they presently exist.
9. Easement and Memorandum of Agreement recorded in O.R. Book 8296, Page 881, Public Records of Pasco County, Florida.
10. Terms and Conditions of Utility Easement from Orangewood Lakes Mobile Home Community, Inc., a Florida corporation, to City of New Port Richey, Florida, a municipal corporation, recorded at O.R. Book _____, Page _____.
11. Rights of the lessees under unrecorded leases relating to the utility easement parcel described hereinabove.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions.

Old Republic National Title Insurance Company
AMERICAN LAND TITLE ASSOCIATION
COMMITMENT
Schedule B-II (Continued)

Issuing Office File Number: Lift Station

12. Unrecorded Water Service Agreement dated December 2, 1977, by and between DEEB Construction Co. Inc. of St. Peersburg, Florida, a Florida corporation, as developer of Cypress Knolls Subdivision, and Orangewood Lakes Mobile Home Community, Inc., a Florida corporation.
13. Unrecorded Sewer Service Agreement dated September 19, 1978, by and between DEEB Construction Co. Inc. of St. Peersburg, Florida, a Florida corporation, as developer of Cypress Knolls Subdivision, and Orangewood Lakes Mobile Home Community, Inc., a Florida corporation.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions.

APPENDIX "D"
CERTIFICATES AND PERMITS
(Attached)



FLORIDA PUBLIC SERVICE COMMISSION

CERTIFICATE NUMBER

315-W

Upon consideration of the record it is hereby ORDERED that authority be and is hereby granted to

ORANGEWOOD LAKES SERVICES, INC.

Whose principal address is

1801 U.S. Highway 19 North

New Port Richey, Florida

(PASCO COUNTY)

to provide water service in accordance with the provisions of Chapter 367, Florida Statutes, the Rules, Regulations and Orders of this Commission in the territory described by the Orders of this Commission.

This Certificate shall remain in force and effect until suspended, cancelled or revoked by Orders of this Commission.

ORDER 8703 DATED 2/1/79 DOCKET 780457-W

ORDER _____ DATED _____ DOCKET _____

ORDER _____ DATED _____ DOCKET _____

ORDER _____ DATED _____ DOCKET _____

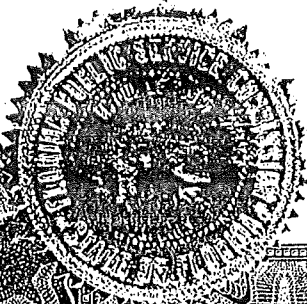
BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION

William B. DeWally

Commission Clerk

Robert J. Mann

Chairman





FLORIDA PUBLIC SERVICE COMMISSION

CERTIFICATE NUMBER

260-S

Upon consideration of the record it is hereby ORDERED that authority be and is hereby granted to

ORANGEWOOD LAKES SERVICES, INC.

Whose principal address is

1801 U.S. Highway 19 North

New Port Richey, Florida

(Pasco County)

to provide sewer service in accordance with the provisions of Chapter 367, Florida Statutes, the Rules, Regulations and Orders of this Commission in the territory described by the Orders of this Commission.

This Certificate shall remain in force and effect until suspended, cancelled or revoked by Orders of this Commission.

ORDER 8683 DATED 1/23/79 DOCKET 780660-S

ORDER _____ DATED _____ DOCKET _____

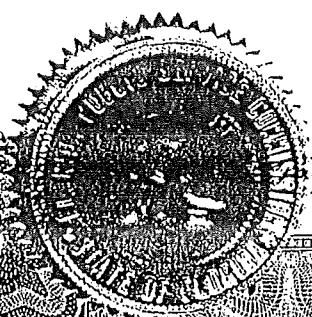
ORDER _____ DATED _____ DOCKET _____

ORDER _____ DATED _____ DOCKET _____

BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION

Commission Clerk

Chairman



APPENDIX "E"
DEVELOPER AGREEMENTS

WATER SERVICE AGREEMENT

WHEREAS, DEEB CONSTRUCTION CO., INC. OF ST. PETERSBURG, FLORIDA, a Florida corporation, hereinafter referred to as Developer, is the developer of CYPRESS KNOLLS SUBDIVISION, and is desirous of obtaining water service for said subdivision, and

WHEREAS, ORANGEWOOD LAKES MOBILE HOME COMMUNITY, INC., a Florida corporation, hereinafter referred to as Utility, has a water system in ORANGEWOOD LAKES MOBILE HOME COMMUNITY which is in proximity to said CYPRESS KNOLLS SUBDIVISION, and

WHEREAS, the parties have agreed to have the Utility supply water to the Developer's said subdivision by the Developer laying the necessary water mains, laterals and appurtenances from the Utility's existing system into the Developer's subdivision, and after the installation, to convey the mains, laterals and appurtenances to the Utility and have the Utility service the said subdivision with potable water and at the time of connection of each unit the Utility would be paid a tap-in fee of ^{RD 50.00} ~~\$75.00~~, which includes a water meter and hook-up fee, and

WHEREAS, the Utility would thereby service the said subdivision and the Developer's installation of mains, laterals and appurtenances would be made pursuant to proper engineering requirements.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, and in consideration of the Developer developing engineering plans to carry out the covenants herein set forth, it is hereby agreed by and between the parties as follows:

1. The Utility shall provide adequate potable water to service all lots in CYPRESS KNOLLS SUBDIVISION, as per plat in Plat Book 15, Pages 46, 47 and 48 of the Public Records of Pasco County, Florida, and all additions to said subdivision, from the sources of its existing system in ORANGEWOOD LAKES MOBILE HOME COMMUNITY.

RD
RD

2. That the Developer shall be responsible for engineering and installing the necessary water mains, laterals and appurtenances from the Utility's existing system into and throughout the said CYPRESS KNOLLS SUBDIVISION, at its own expense, for which the Utility will not be obligated to reimburse the Developer; and the Developer does hereby covenant to convey to the Utility company all water mains, laterals, appurtenances and any and all other equipment and hardware of any type necessary to supply water to the franchise areas herein defined, and the utility company shall be the absolute owner of all such assets. The said installations are to be pursuant to approved engineering standards to meet the requirements of a properly engineered water distribution system.

3. The Developer shall grant and convey to the Utility any and all necessary easements for ingress and egress for maintenance, repair and replacement of all of the water lines within the franchise area, which easements shall be of sufficient width to allow for mechanical repair of the water line with a minimum of twelve (12) feet in width and all lines and equipment for the water service shall be physically located within the Utility's easements.

4. That the Utility shall be paid a tap-in fee of ^{50.00} ~~75.00~~ ^{16th} per connection at the time of actual connection, and the said fee shall include the water meter and hook-up fee.

5. That the Utility shall have the exclusive right to provide water to said CYPRESS KNOLLS SUBDIVISION, and any future additions, and that no other persons or entities shall be permitted to provide and sell water within subdivision, and the Utility agrees and covenants to provide adequate potable water for the future use in said subdivision.

6. That the Utility shall have the exclusive right to provide water to the one hundred thirty (130) subdivision lots being planned by the Developer on Tract 53, less the N 200' of the east 232.80', Tract 54, Tract 55 and the East 1/2 of Tract 56, Port Richey Land Co. Subdivision, Sec. 3,

P. J. Ellis

Township 26S, Range 16 E; Plat Book 1, pages 60 and 61, Pasco County Records, and that the terms and conditions of this agreement shall also apply to these lots, or any other development which takes place on these tracts of land.

7. That the Utility shall be paid a reasonable monthly rate as determined by the Florida Public Service Commission (PSC), which rate will be charged beginning one month after time of actual connection, and said rates shall be modified from time to time as the rates are adjusted by said PSC.

8. That it shall be the responsibility of the Utility to obtain the necessary permits from any regulatory agencies for purposes of servicing said subdivision, and the Utility covenants and agrees that it shall obtain same as expeditiously as possible, and that it has the water capacity to service said subdivision, and that it has no knowledge of any legal impediment to its servicing said subdivision. If for any reason the Utility is unable to obtain any and all of the required permits and licenses from all the necessary city, state, county and federal regulatory agencies and governments, the Utility shall have no liabilities under the terms of this agreement and shall not be required to supply water.

9. This agreement is assignable and shall be binding on the assigns, heirs, and successors of the parties hereto.

WITNESSES:

[Signature]
[Signature]

DEEB CONSTRUCTION CO., INC.
OF ST. PETERSBURG, FLORIDA

By *[Signature]*
Attest *[Signature]*

WITNESSES:

[Signature]
[Signature]

ORANGWOOD LAKES MOBILE HOME
COMMUNITY, INC.

By *[Signature]*
Attest *[Signature]*

Dec 2, 1977

15th

[Signature]
[Signature]

9/14/78

SEWER SERVICE AGREEMENT

WHEREAS, DEEB CONSTRUCTION CO., INC. OF ST. PETERSBURG, FLORIDA, a Florida corporation, hereinafter referred to as Developer, is the developer of CYPRESS KNOLLS SUBDIVISION-UNIT #1, and is desirous of obtaining sewer service for said subdivision, unit #1, and

WHEREAS, ORANGWOOD LAKES MOBILE HOME COMMUNITY, INC., a Florida corporation, hereinafter referred to as Utility, has a Sewer system in ORANGWOOD LAKES MOBILE HOME COMMUNITY which is in proximity to said CYPRESS KNOLLS, Unit #1, and WHEREAS, the parties have agreed to have the Utility supply sewer services to the Developer's said subdivision by the Developer laying the necessary sewer mains, laterals, manholes, lift stations and necessary appurtenances from the Utility's existing system into the Developer's subdivision, unit #1, and after the installation, to convey the mains, laterals, manholes, lift stations and necessary appurtenances to the Utility and have the Utility service the said subdivision with sewage disposal services, and at the time of connection of each unit the Utility would be paid a tap-in fee of \$200.00, and WHEREAS, the Utility would thereby service the said subdivision, Unit #1, and the Developer's installation of mains, laterals, manholes, lift stations and necessary appurtenances would be made pursuant to proper engineering requirements.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, and in consideration of the Developer developing engineering plans to carry out the covenants herein set forth, it is hereby agreed by and between the parties as follows:

1. The Utility shall provide adequate Sewage service to service all lots in CYPRESS KNOLLS, UNIT #1, as per plat, in Public Records of Pasco County, Florida, and all additions to said subdivision, unit #1, from the sources of its sewer system in ORANGWOOD LAKES MOBILE HOME COMMUNITY.

2. That the Developer shall be responsible for engineering and installing the necessary sewer mains, laterals, manholes, lift stations, and necessary appurtenances from the Utility's existing system into and throughout the said CYPRESS KNOLLS, UNIT #1 SUBDIVISION, at its own expense, for which the Utility will not be obligated to reimburse the Developer; and the Developer does hereby covenant to convey to the Utility company all sewer mains, laterals, manholes, lift stations, and necessary appurtenances and any and all other equipment and hardware of any type necessary to supply sewage service to the franchise areas herein defined, and the utility company shall be the absolute owner of all such assets. The said installations are to be pursuant to approved engineering standards to meet the requirements of a properly engineered sewage collection system.

3. The Developer shall grant and convey to the Utility any and all necessary easements for ingress and egress for maintenance, repair and replacement of all of the sewer lines within the franchise area, which easements shall be of sufficient width to all for mechanical repair of the sewer line with a minimum of twelve (12) feet in width and all lines and equipment for the sewer service shall be physically located within the Utility's easements.

4. That the Utility shall be paid a tap-in fee of \$200.00 per connection at the time of actual connection. The said fee shall be a tap-in fee, and shall not include any hookup from the main sewer line or lateral service line to the Customer's home.

5. That the Utility shall have the exclusive right to provide sewage treatment service to the approximately one hundred thirty (130) subdivision lots being planned by the Developer on Tract 53, less the N 200' of the east 232.80', Tract 54, Tract 55 and the East 1/2 of Tract 56, Port Richey Land Co. Subdivision, Sec. 3, Township 26 S, Range 16 E,

Plat Book 1, pages 60 and 61, Pasco County Records, (GYPRESS KNOLLS, UNIT #1, SUBDIVISION, and any future additions), and that no other persons or entities shall be permitted to provide and sell sewage treatment service within this subdivision, and the Utility agrees and covenants to provide adequate sewer treatment service for the future use in said subdivision.

6. That the Utility shall be paid a reasonable monthly rate as determined by the Florida Public Service Commission (PSC), which rate will be charged beginning one month after time of actual connection, and said rates shall be modified from time to time as the rates are adjusted by said PSC.

7. That it shall be the responsibility of the Utility to obtain the necessary permits from any regulatory agencies for purposes of servicing said subdivision, and the Utility covenants and agrees that it shall obtain same as expeditiously as possible, and that it will construct 39,000 Gal. of sewage treatment capacity to service said subdivision, and that it has no knowledge of any legal impediment to its servicing said subdivision. If for any reason the Utility is unable to obtain any and all of the required permits and licenses from all the necessary city, state, county and federal regulatory agencies and governments, the Utility shall have no liabilities under the terms of this agreement and shall not be required to supply sewage treatment services.

8. This agreement is assignable and shall be binding on the assigns, heirs and successors of the parties hereto.

WITNESSES:

Rosado Zinna
F. F. Gilkey

WITNESSES:

Rosado Zinna
F. F. Gilkey

DEEB CONSTRUCTION CO., INC.
OF ST. PETERSBURG, FLORIDA

By [Signature]

Attest [Signature]

ORANGWOOD LAKES MOBILE HOME
COMMUNITY, INC.

By [Signature]

Attest [Signature]

Dated SEPT 19, 1978

APPENDIX "F"
CONTRACTS AND LEASES

None.

APPENDIX "G"

INVENTORY

Seller will deliver to City all items of inventory located at the WWTP as of the Closing Date which relate to the operation and maintenance of the WWTP.

APPENDIX "H"
EQUIPMENT

None.

APPENDIX "I"
ENVIRONMENTAL LAW COMPLIANCE

None.

APPENDIX "J"

PENDING OR THREATENED LEGAL ACTIONS

None.

APPENDIX "K"
REAL PROPERTY ENCROACHMENTS

None.

APPENDIX "L"

LIFT STATION PROPERTY SALE DOCUMENTATION

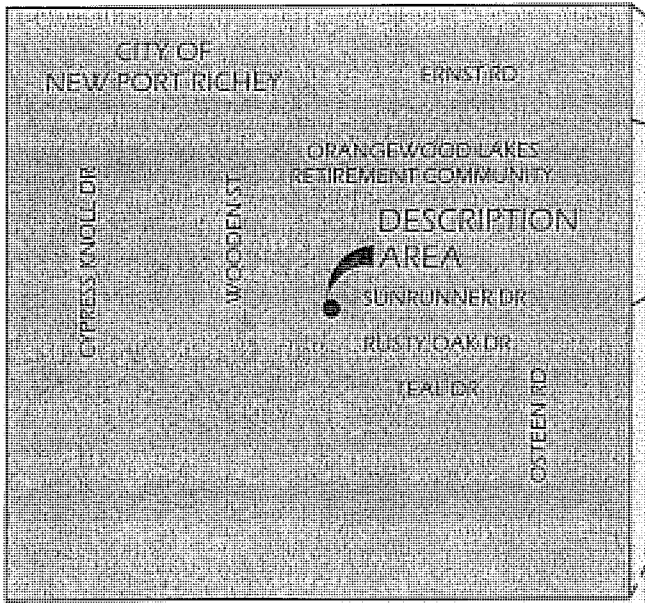
Documentation of sale of the Lift Station Property shall be executed and delivered at Closing.

DESCRIPTION & SKETCH

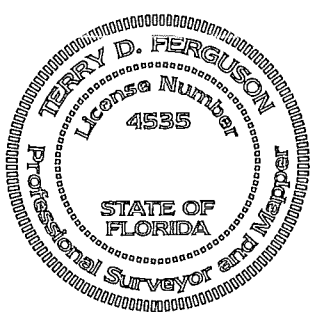
SECTION 03, TOWNSHIP 26 S, RANGE 16 E
PASCO COUNTY, FLORIDA



NOT TO SCALE





VICINITY MAP
NOT TO SCALE



THE SKETCH OF DESCRIPTION IS IN COMPLIANCE WITH THE MINIMUM TECHNICAL STANDARDS PURSUANT TO CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE.

NOT A FIELD SURVEY

SHEET 01 OF 05

 TERRY D. FERGUSON, PROFESSIONAL SURVEYOR AND MAPPER LICENSE NUMBER LS 4535 STATE OF FLORIDA	FLS PN: 19002-A1		PROJECT MGR: TDF
	FOR: MCKIM & CREED		DRAWN BY: JKI
	DATE: 02/13/2018		FILE: 19002 LS.dwg
806 FRANKLIN STREET, CLEARWATER, FL 33756 - PH. 727.230.9606 FAX 727.230.9234 - LB No.: 8128			

DESCRIPTION & SKETCH

SECTION 03, TOWNSHIP 26 S, RANGE 16 E
PASCO COUNTY, FLORIDA


DESCRIPTION:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 3, TOWNSHIP 26 SOUTH, RANGE 16 EAST, THENCE N00°06'42"E ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 3, A DISTANCE OF 1,313.95 FEET; THENCE N89°45'50"W ALONG THE EAST-WEST CENTERLINE OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 3, A PORTION OF SAID EAST-WEST CENTERLINE ALSO BEING THE NORTH PLAT LINE OF SUBDIVISION "LAKE WOOD ESTATES" AS RECORDED IN PLAT BOOK 17, PAGE 143 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, A DISTANCE OF 1,046.34 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE SAID NORTH PLAT LINE OF SUBDIVISION "LAKEWOOD ESTATES" N89°45'50"W, A DISTANCE OF 30.08 FEET; THENCE N03°56'44"W, A DISTANCE OF 122.63 FEET; THENCE N84°19'34"E, A DISTANCE OF 15.01 FEET; THENCE S03°56'44"E, A DISTANCE OF 50.00 FEET; THENCE N86°03'16"E, A DISTANCE OF 15.00 FEET; THENCE S03°56'44"E, A DISTANCE OF 75.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 2971.9 SQUARE FEET OR 0.07 ACRES, MORE OR LESS

NOT A FIELD SURVEY

SHEET 02 OF 05

	FLS PN: 19002-A1		PROJECT MGR: TDF
	FOR: MCKIM & CREED		DRAWN BY: JKI
	DATE: 02/13/2018		FILE: 19002 LS.dwg
806 FRANKLIN STREET, CLEARWATER, FL 33756 - PH. 727.230.9606 FAX 727.230.9234 - LB No.: 8128			

DESCRIPTION & SKETCH


SECTION 03, TOWNSHIP 26 S, RANGE 16 E
PASCO COUNTY, FLORIDA

NOTES:

1. BASIS OF BEARINGS: ALL BEARINGS ARE BASED UPON THE EAST LINE OF THE SOUTHEAST ¼ OF SECTION 3, TOWNSHIP 26 SOUTH, RANGE 16 EAST, PASCO COUNTY, FLORIDA BEING N89°45'50"W. SAID BEARINGS AND COORDINATES ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA WEST ZONE, NATIONAL GEODETIC SURVEY (NGS) NORTH AMERICAN DATUM (NAD) OF 1983/NSRS 2007, UTILIZING THE LENGEMAN L-NET GPS RTK NETWORK.
2. THAT CERTAIN BOUNDARY SURVEY OF THE ORANGEWOOD WASTE WATER TREATMENT PLANT, 7834 SUNRUNNER DRIVE, NEW PORT RICHEY, PASCO COUNTY, FLORIDA PREPARED BY FERGUSON LAND SURVEYORS, PLLC, PHONE NO. (727) 230-9606, PROJECT NO. 19002-A1, DATED OCTOBER 17, 2017 WAS UTILIZED IN THE PREPARATION OF THIS DESCRIPTION AND SKETCH.
3. THE PLAT OF LAKEWOOD ESTATES SUBDIVISION ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 17, PAGE 143 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA WAS UTILIZED IN THE PREPARATION OF THIS DESCRIPTION AND SKETCH.
4. THIS DESCRIPTION AND SKETCH WAS PREPARED WITH THE BENEFIT OF AN OWNERSHIP AND ENCUMBRANCE REPORT ISSUED BY TRINITY TITLE OF PASCO COUNTY, INC., TELEPHONE NO. (727) 372-2322, DATED JANUARY 19, 2019.
5. RE-USE OF THE DESCRIPTION AND SKETCH FOR PURPOSES OTHER THAN WHICH IT WAS INTENDED, WITHOUT THE WRITTEN VERIFICATION, WILL BE AT THE RE-USERS SOLE RISK AND WITHOUT LIABILITY TO THE SURVEYOR. NOTHING HEREIN SHALL BE CONSTRUED TO GIVE ANY RIGHTS OR BENEFITS TO ANYONE OTHER THAN THOSE PREPARED FOR.
6. THIS DESCRIPTION AND SKETCH IS NOT INTENDED TO SHOW THE LOCATION OF ANY JURISDICTIONAL HAZARDS.
7. THIS DESCRIPTION AND SKETCH WAS PREPARED FOR MCKIM AND CREED, 1365 HAMLET AVENUE, CLEARWATER, FL 33756-3331, TELEPHONE NO. (727) 442-7196.

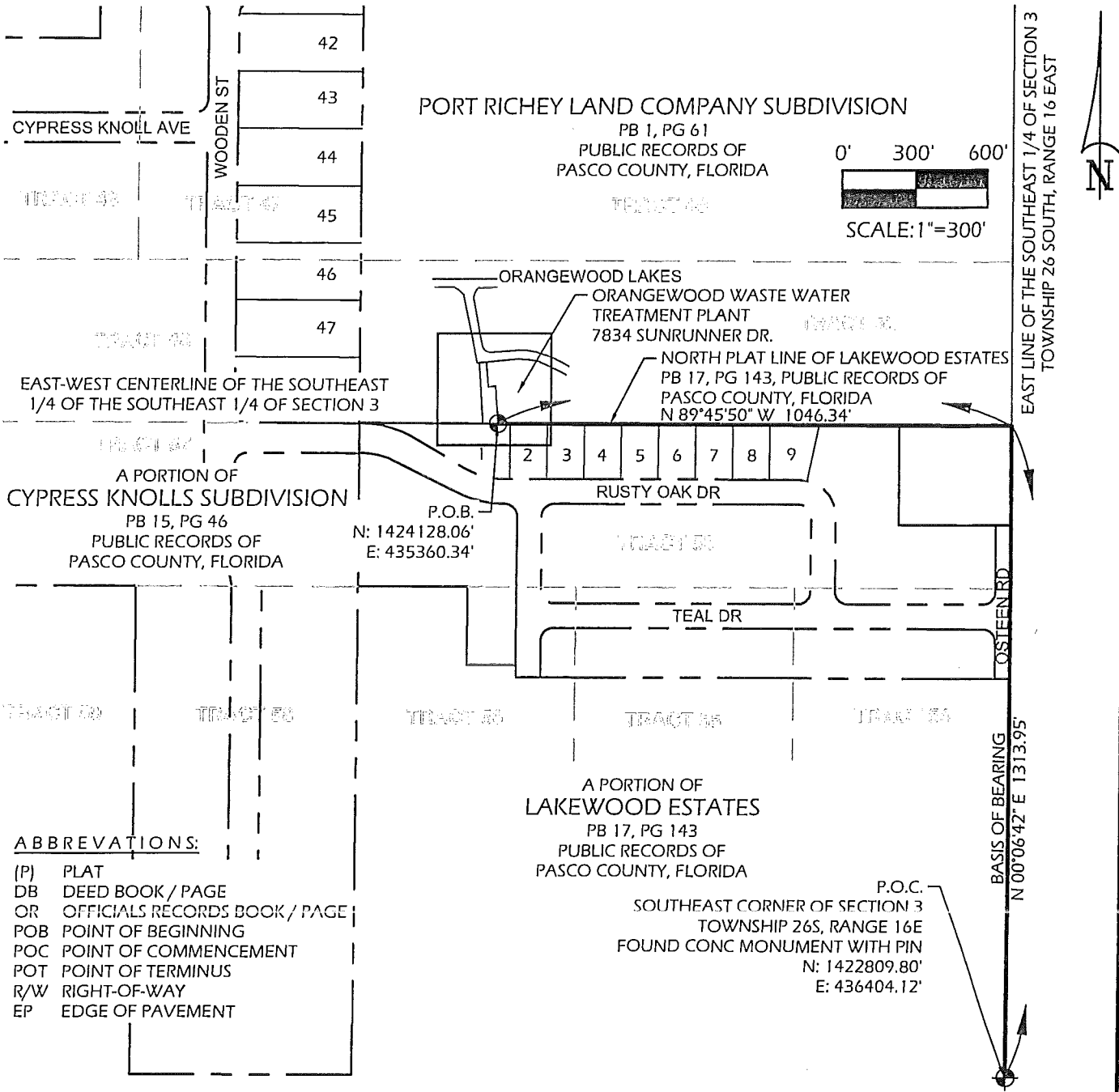
NOT A FIELD SURVEY

SHEET 03 OF 05

	FLS PN: 19002-A1		PROJECT MGR: TDF
	FOR: MCKIM & CREED		DRAWN BY: JKI
	DATE: 02/13/2018		FILE: 19002 LS.dwg
806 FRANKLIN STREET, CLEARWATER, FL 33756 - PH. 727.230.9606 FAX 727.230.9234 - LB No.: 8128			

DESCRIPTION & SKETCH

SECTION 03, TOWNSHIP 26 S, RANGE 16 E
PASCO COUNTY, FLORIDA




ABBREVIATIONS:

- (P) PLAT
- DB DEED BOOK / PAGE
- OR OFFICIALS RECORDS BOOK / PAGE
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- POT POINT OF TERMINUS
- R/W RIGHT-OF-WAY
- EP EDGE OF PAVEMENT

NOT A FIELD SURVEY

SHEET 04 OF 05

FLS PN: 19002-A1		PROJECT MGR: TDF
FOR: MCKIM & CREED		DRAWN BY: JKI
DATE: 02/13/2018		FILE: 19002 LS.dwg
806 FRANKLIN STREET, CLEARWATER, FL 33756 - PH. 727.230.9606 FAX 727.230.9234 - LB No.: 8128		

DESCRIPTION & SKETCH

SECTION 03, TOWNSHIP 26 S, RANGE 16 E
PASCO COUNTY, FLORIDA

ABBREVIATIONS:

- (P) PLAT
- DB DEED BOOK / PAGE
- OR OFFICIALS RECORDS BOOK / PAGE
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT
- POT POINT OF TERMINUS
- R/W RIGHT-OF-WAY
- EP EDGE OF PAVEMENT

PORT RICHEY LAND COMPANY SUBDIVISION

PB 1, PG 61
PUBLIC RECORDS OF
PASCO COUNTY, FLORIDA

EASEMENT AREA

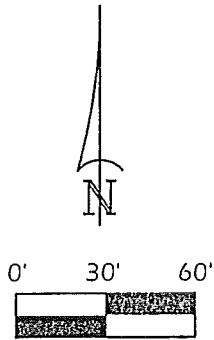
SUNRUNNER DRIVE
ASPHALT PAVEMENT

ORANGEWOOD
WASTE WATER TREATMENT PLANT
7834 SUNRUNNER DR.

P.O.B.
N: 1424128.06'
E: 435360.34'

NORTH PLAT LINE OF LAKEWOOD ESTATES
PB 17, PG 143, PUBLIC RECORDS OF
PASCO COUNTY, FLORIDA
N 89°45'50" W 1046.34'

A PORTION OF
LAKEWOOD ESTATES
PB 17, PG 143
PUBLIC RECORDS OF
PASCO COUNTY, FLORIDA



EAST-WEST CENTERLINE OF THE SOUTHEAST
1/4 OF THE SOUTHEAST 1/4 OF SECTION 3

NOT A FIELD SURVEY

SHEET 05 OF 05

FLS PN: 19002-A1

FOR: MCKIM & CREED

DATE: 02/13/2018



PROJECT MGR: TDF

DRAWN BY: JKI

FILE:
19002 LS.dwg

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APPENDIX "M"

WWTP USE AGREEMENT

The WWTP Use Agreement shall be executed and delivered at Closing.

APPENDIX "N"
CERTAIN EXCLUDED ASSETS

(i) The Purchased Assets do not and shall not include the Excluded Assets, including the following:

(A) Rights under the Transaction Documents. All of Seller's rights under the this Agreement and the other transaction documents, including the consideration paid to Seller pursuant to this Agreement;

(B) Corporate Records. All minute books and stock ownership and transfer records of Seller;

(C) Cash. All (i) cash, cash equivalent and securities and (ii) accounts receivable of Seller relating to bills issued by Seller to customers for service provided to customers in March 2019, for a period expiring April 30, 2019, after which all unpaid amounts and the accounts receivable shall be automatically transferred, assigned and conveyed to the City.

(D) Contracts. All contracts, indentures, mortgages, security agreements, loan agreements, credit agreements, purchase orders and arrangements with contractors, consultants, advisors, vendors and service providers except with respect to any warranty, indemnity, performance standard or guarantee and with respect to applications, deposits and requests with respect to new connections and hook-ups for utility service.

(E) Related Party Arrangements. Any contract, agreement, loan, guarantee or other arrangement between Seller and any Shareholder or other past or present officer, directors, shareholder or employee of Seller or any related party.

(F) Vehicles. Any vehicles, rolling stock, tools, parts or consumables.

(G) Benefit Plans. Any assets of or relating to an employee benefit plan, account or program.

(H) Personnel Records. Personnel records and other records that Seller is required by Law to retain in its possession.

(I) Equity Interests. Any equity interest in Seller or in any corporation, limited liability company, partnership or other entity in which Seller owns any equity interest (including any equity interest in any Affiliate of Seller).

(J) Real Property. The WWTP premises and any other real property owned by Seller with the exception of the Lift Station Property to be acquired from OLMHC at Closing and then sold by Seller to City at Closing.

(K) Office Equipment. Any computers, copiers, fax machines, telephones, furniture or other office equipment.

(L) Wastewater Treatment Plants. The wastewater treatment plants and equipment and facilities installed at such wastewater treatments plants used to treat wastewater collected and transmitted thereto by the Wastewater Systems collection and treatment pipes.

(M) Water Supply Assets. Any wells, water treatment plants and pipes that transport water from wells to the Water System transmission and distribution assets, and the real property owned by Seller on which such wells and water treatment plants are located.