

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Application for Transfer )  
of water and wastewater )  
facilities of Indiantown )  
Company, Inc. to The Village of ) DOCKET NO.  
Indiantown and Request or )  
Cancellation of Certificates. ) Filed: October 12, 2020  
\_\_\_\_\_ )

JOINT NOTICE OF TRANSFER OF INDIANTOWN COMPANY, INC.'S  
WATER AND WASTEWATER FACILITIES LOCATED IN MARTIN COUNTY,  
FLORIDA, TO THE VILLAGE OF INDIANTOWN AND  
REQUEST FOR CANCELLATION OF CERTIFICATES

Indiantown Company, Inc. ("Transferor" or "Utility") and the Village of Indiantown ("Transferee" or "Village"), hereby file this Notice pursuant to Section 367.071(4), Florida Statutes, as notice of the transfer of the water and wastewater facilities of the Utility in Martin County to the Village and request the cancellation of the Certificates issued to the Utility by the Florida Public Service Commission (the "Commission").

1. The name and address of the Utility and its authorized representative, for purposes of this Notice, are:

Indiantown Company, Inc.  
c/o Bruce Russell  
PO Box 397  
Indiantown, FL 34956-0397  
772-597-2121

Authorized Representative:  
F. Marshall Deterding

Sundstrom & Mindlin, LLP  
2548 Blairstone Pines Drive  
Tallahassee, FL 32301  
850-877-6555  
[mdeterding@sfflaw.com](mailto:mdeterding@sfflaw.com)

2. The name and address of the Village of Indiantown/Transferee and its authorized representative, for purposes of this Notice, are:

Village of Indiantown  
c/o Howard W. Brown, Jr., ICMA-CM  
Village Manager  
15516 SW Osceola Street, Suite B  
Indiantown, Florida 34956  
772-597-8282  
[hbrown@indiantownfl.gov](mailto:hbrown@indiantownfl.gov)

Authorized Representative:  
Vose Law Firm LLP  
Attn: Wade C. Vose, Esq.  
324 West Morse Boulevard  
Winter Park, Florida 32789  
407-645-3735  
[wvose@voselaw.com](mailto:wvose@voselaw.com)

3. The Village is a municipal corporation in Martin County, Florida which is authorized to furnish water and wastewater services to the public within the Village of Indiantown and adjacent Martin County. The Village is a governmental authority exempt from Commission jurisdiction.

4. The Village obtained from the Utility the most recent available 2019 Annual Report to the Commission.

5. The transaction closed on September 30, 2020 and effective October 1, 2020 at 12:01 am all assets of the Utility were transferred to the Village. A copy of the Asset Purchase Agreement is attached hereto as Exhibit A. This complies with the requirements of Section (2)(c) and (d) of Rule 25-30.038, FAC.

6. Subsequent to the closing of this transaction, the Utility has retained no assets that would constitute a system providing or proposing to provide water or wastewater service to the public for compensation.

7. The Utility has submitted a final bill to its customers with a credit included for any accrued interest on customer deposits where applicable. The Utility has transferred all customer deposits to the Village as of the date of closing. These deposits will be maintained by the Village in accordance with their policies and procedures.

8. There are no outstanding issues relevant to the water and/or wastewater facilities of the Utility pending before the Commission.

9. Within seven days of the date of this application, the Utility will file as Late File Exhibit B, the required forms to pay

all outstanding regulatory assessment fees due from January 1, 2020 through the date of closing. These will be filed with the Commission's Division of Administrative Services, along with a check payable to the PSC for the full amount owed.

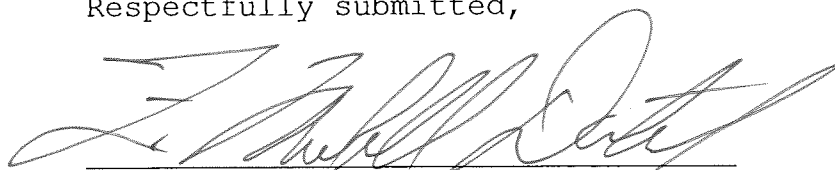
10. Section 367.071(4)(a), Florida Statutes, provides that the transfer of utility assets to a governmental authority shall be approved as a matter of right.

The Transferor and Transferee respectfully request that the Commission issue an order acknowledging that the utility facilities have been acquired by the governmental authority and that the Certificates of the Utility have been cancelled.

WHEREFORE, the Utility and the Village request that the Commission:

1. Acknowledge the sale of the water and wastewater facilities of the Indiantown Company, Inc. to the Village of Indiantown as set forth in this Notice; and
2. Cancel the Certificates of the Indiantown Company, Inc.

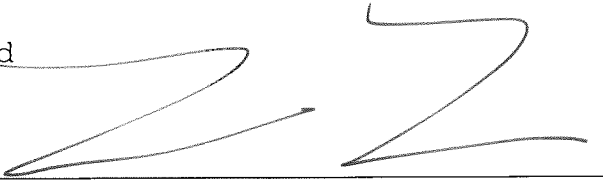
Respectfully submitted,



F. Marshall Deterding  
SUNDSTROM & MINDLIN, LLP  
2548 Blairstone Pines Drive  
Tallahassee, Florida 32301

(850) 877-6555  
Attorney for Indiantown Company, Inc.

And



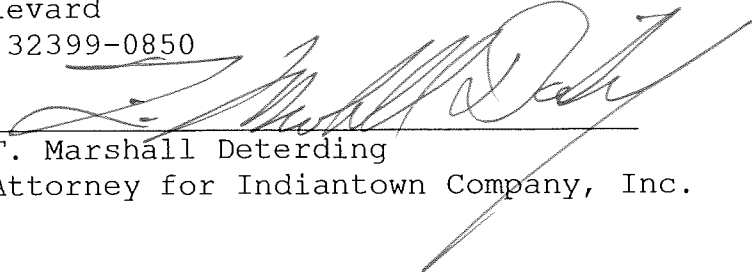
---

Wade C. Vose  
VOSE LA FIRM LLP  
324 W. Morse Boulevard  
Winter Park, Florida 32789  
407-645-3735  
Attorney for the Village of Indiantown

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by Hand Delivery this \_\_\_ day of October, 2020, to:

General Counsel  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850



---

F. Marshall Deterding  
Attorney for Indiantown Company, Inc.

COMPOSITE EXHIBIT A

ASSET PURCHASE AGREEMENT

## ASSET PURCHASE AGREEMENT

**THIS ASSET PURCHASE AGREEMENT** (the “**Agreement**”) dated as of the 6th day of February, 2020, by and between **Indiantown Company, Inc.**, a Florida corporation with an address of 15851 SW Farms Road, Indiantown, Florida 34956 (“**Seller**”), and **Village of Indiantown**, a Florida municipal corporation with an address of 16550 SW Warfield Boulevard, Indiantown, FL 34956 (“**Buyer**”).

### RECITALS

A. Seller owns, maintains and operates a water production, supply, treatment, and distribution system and a wastewater collection, treatment, disposal, and reuse system called Indiantown Company, Inc., located in and around the Village of Indiantown, Florida 34956 (collectively the “**System**”) that provides water and wastewater services to residents within Martin County, Florida (the “**Service Area**”) as delineated and approved by the Florida Public Service Commission in certificate numbers 387W and 331S.

B. Buyer is a municipal corporation that is authorized to furnish water and wastewater service to the public within the Village of Indiantown and adjacent Martin County, Florida.

C. Seller desires to sell, and Buyer desires to purchase the properties and rights of Seller owned and used in connection with its System, all upon the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the recitals and the covenants, representations, warranties and agreements herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

#### 1. SALE AND PURCHASE OF THE SELLER’S WATER AND WASTEWATER SYSTEM ASSETS

Subject to the terms and conditions hereinafter set forth, Buyer shall purchase from Seller, and Seller shall sell, assign, transfer, grant, convey and deliver to Buyer at Closing (hereinafter defined), all of the System assets, properties and rights of Seller (whether tangible or intangible, real, personal or mixed) which are held, used or useful in connection with the production, supply, treatment, and distribution of water and the collection, treatment, disposal, and reuse of wastewater within the Service Area (the “**Assets**”).

The Assets are being sold in “**As Is**” condition and Seller makes no representations, covenants or warranties with respect to the condition of the Assets, except that the Assets are being sold free and clear of all mortgages, liens, pledges,

security interest, charges, taxes, claims, restrictions and encumbrances of any nature whatsoever, and that to the best of Seller's knowledge, no environmental contamination, pollution, or noncompliance exists, as set forth herein.

#### 1.1 Assets Further Defined

The Assets shall, without limitation to the definition stated above, include the specific assets, properties and rights of Seller set forth on Schedule 1.1 hereof, and the following:

- (a) all buildings, furniture, equipment, tools, trucks, generators, supplies, pipes, pipelines, wells, treatment equipment and facilities, pumping stations, storage tanks, water mains, and facilities, standpipes, fire hydrants, wastewater collection mains, treatment plants, pump stations, structures, irrigation service lines, improvements, fixtures, rights-of-way, rights, uses, licenses and easements owned by Seller, or in which Seller has an interest, and all real property held in fee simple by Seller, and all hereditaments, tenements and appurtenances belonging or appertaining thereto;
- (b) all rights and obligations of Seller under any written or oral contract as disclosed to and accepted by Buyer, easement, license, agreement, lease, plan, instrument, registration, permit, certificate or other authorization or approval of any nature, or other document, commitment, arrangement, undertaking, practice or authorization, relating to the Assets, to the extent assignable to Buyer;
- (c) all information, files, records, data, plans, contracts and recorded knowledge agreed between the parties to be mandatory and essential to the lawful continuing operation of the utility, including customer and supplier lists and property records, related to the utility services provided by Seller in Martin County;
- (d) Seller's Unbilled Revenue as of the date of Closing; and
- (e) any and all assets of every kind, complete with all attachments, equipment, and supporting materials, ; and
- (f) Seller's Customer Deposits, if any, customer overpayments or reimbursements as of the date of Closing.

#### 1.2 Excluded Assets

Notwithstanding the foregoing, the Excluded Assets shall, without limitation,



include the specific assets, properties and rights of Seller set forth on Schedule 1.2 hereof, and the following:

- (a) Seller's cash and insurance policies as of the date of Closing; and
- (b) The name Indiantown Company, Inc. and its the corporate books and records.

### 1.3 Consideration

(a) The purchase price ("Purchase Price") for the Assets is Eight Million Five Hundred Thousand Dollars (\$8,500,000.00).

(b) In addition to prorations for taxes and other customary items, adjustments to the Purchase Price shall include:

(i) a credit to Seller for 95% of its unbilled revenues, if any, as of the Closing Date, as defined in Section 2 below;

(ii) a credit to Seller for 95% of its Accounts Receivable outstanding as of the Closing Date; and

(iii) credit to Buyer for Seller's customer deposits.

(c) Buyer shall pay costs of recording and documentary stamp tax. Except as otherwise set forth herein, each party shall bear the expense of its respective attorneys, consultants, and advisors.

### 1.4 Contractual Obligations

Buyer shall not assume any obligations of Seller, under any contract, agreement, commitment, lease, certificate, order, notice, permit or other instrument, whether oral, written, and express or implied unless expressly assumed hereunder, as set forth in Schedule 1.3, or in any of the Closing Documents.

### 1.5 Excluded Obligations

All liabilities and obligations which arose pre-Closing of Seller shall remain the sole responsibility of Seller, including any and all liabilities or obligations under any employee benefit plan, practice or arrangement or pension, retirement or savings plan. Buyer shall not assume and shall not be liable for any liabilities or obligations of Seller of any nature whatsoever whether express or implied, fixed or contingent, whatsoever, which arose pre-Closing and which are not expressly assumed in Schedule 1.3 hereof or pursuant to an Assignment and Assumption document at

Closing.

1.6 Title Insurance and Title Defects

Within thirty (30) days after the Execution Date, Buyer's counsel shall procure, at Seller's sole cost and expense, a title commitment or title commitments issued by the Title Insurer of Buyer's choice to insure title to each parcel listed therein (which Seller warrants is all material Real Property that Seller owns or owned as of the Execution Date in fee simple) in an amount up to the Purchase Price naming Buyer as the proposed insured and having the effective dates as set forth therein, wherein the Title Insurer has agreed to issue an ALTA form owner's title insurance policy with Florida modifications (collectively the "Title Commitment"). If the title evidence or survey reveals any defects which render the title unmarketable, Buyer will have 10 days from receipt of title commitment and survey to notify Seller of such title defects and Seller agrees to use reasonable diligence to cure such defects at Seller's expense. However, if the costs to Seller, as documented in writing by appropriate professionals, to cure such defects will exceed \$50,000, Seller shall deliver a copy of the written documentation of such costs to Buyer within 5 days after Seller's receipt thereof, and no earlier than 10 days but no later than 15 days after Seller's delivery of such written documentation, Seller may elect to terminate this Agreement by providing written notice thereof to Buyer.

1.7 Environmental Assessment

Within thirty (30) days after the Execution Date, Buyer shall obtain at Buyer's expense a Phase I Environmental Site Assessment ("ESA") from a company reasonably acceptable to Buyer, assessing whether hazardous wastes or toxic substances including, but not limited to asbestos, are or may be now present on, within or under the Real Property, and whether any condition exists, that with the passage of time, is likely to give rise to the intrusion of hazardous wastes or toxic substances on, within or under the Real Property. Should a Phase I ESA dictate or indicate the necessity of a Phase II ESA, then Seller, at Seller's expense, shall furnish same to Buyer, from a company reasonably acceptable to Buyer, within a mutually agreed time frame. In the event said Phase I or II ESA reveals the presence of any hazardous waste or toxic substance on, within or under the Real Property, or that any condition exists, that with the passage of time, is likely to give rise to the intrusion of hazardous wastes or toxic substances on, within or under the Real Property, Seller agrees, at Seller's expense, to expeditiously remediate such conditions to Buyer's reasonable satisfaction. However, if the costs to Seller, as documented in writing by appropriate professionals, to remediate such conditions will exceed \$100,000, Seller shall deliver a copy of the written documentation of such costs to Buyer within 5 days after Seller's receipt thereof, and no earlier than 10 days but no later than 15 days after Seller's delivery of such written documentation, Seller may elect to terminate this Agreement by providing written notice thereof to Buyer. In the event Seller's obligation to remediate such conditions arises and the time to accomplish such

remediation would foreseeably extend beyond the Closing as provided in Section 2, Buyer may elect to proceed to Closing, whereupon Seller's obligation to expeditiously remediate such conditions to Buyer's reasonable satisfaction would continue and survive Closing hereunder without limitation, notwithstanding any other provision of this Agreement.

## 2. CLOSING

Subject to the provisions of Sections 4 and 5 hereto, Closing hereunder (the "Closing") shall take place at the offices of Buyer located at 16550 SW Warfield Blvd., Indiantown, FL, unless executed separately pursuant to Section 10.10, commencing at 10:00 a.m. local time, no later than 15 days after Buyer has secured financing on terms acceptable to it in its absolute sole discretion. The date of the Closing is referred to herein as the "Closing Date". The effective time of the legal transfer hereunder shall be 12:01 a.m. on the Closing Date. On or before the Closing Date, Buyer shall wire the Purchase Price, subject to any adjustments, into the Trust Account of Sundstrom & Mindlin, LLP.

Failure to consummate the purchase and sale provided for in this Agreement on or before September 30, 2020 pursuant to this Section 2, shall result in the termination of this Agreement, unless such failure to consummate resulted from the failure of a party to this Agreement to perform its obligations hereunder.

### 2.1 Items to be delivered at Closing

At the Closing and subject to the terms and conditions herein contained:

- (a) Seller shall deliver to Buyer the Assets, including, without limitation, the following:
  - (i) instruments and documents of conveyance and transfer, all in form reasonably satisfactory to Buyer and its counsel, as shall be necessary and effective to transfer and assign to, and vest in, Buyer good and marketable title to the Assets and all rights to operate the System as such is now being operated, including, but not limited to the following documents: a Bill of Sale and an applicable Assignments; an Assignment and Grant of Easement for any easement Buyer requires to utilize, maintain, repair and replace any facilities located outside of any parcels to be conveyed and/or publicly dedicated roadways.
  - (ii) a complete and accurate list of the names and addresses of all customers of Seller, both in paper form and in electronic form on a diskette or flashdrive that can be downloaded to a computer, along with a billing history for each customer;

- (iii) a complete listing of the last meter reading (ending read) in paper form and in electronic form for all customers of Seller.
  - (iv) keys to any and all buildings, gates, lift stations, and vehicles; and simultaneously with such delivery, all such steps shall be taken as may be required to put Buyer in actual possession and operating control of the Assets.
  - (v) Seller shall deliver to Buyer the agreements, opinions, certificates and other documents and instruments referred to in Section 5 hereof.
  - (vi) a certificate executed by the Seller as to the accuracy of its representations and warranties as of the date of this Agreement and as of the Closing in accordance with Section 6 and as to its compliance with and performance of its covenants and obligations to be performed or complied with at or before the Closing in accordance with Section 6; and
- (b) Buyer shall deliver to Seller:
- (i) the Purchase Price plus or minus such other funds as set forth on a closing statement to be agreed upon between Buyer and Seller pursuant to the terms of this Agreement by wire transfer to the Trust Account of Sundstrom & Mindlin, LLP;
  - (ii) the Assignment and Assumption Agreement executed by Buyer;
  - (iii) a certificate executed by the Buyer as to the accuracy of its representations and warranties as of the date of this Agreement and as of the Closing in accordance with Section 7 and as to its compliance with and performance of its covenants and obligations to be performed or complied with at or before the Closing in accordance with Section 7; and
  - (iv) a certificate of the Clerk for the Buyer certifying, as complete and accurate as of the Closing, all requisite resolutions or actions of Buyer's governing board, copies of which shall be attached to such certificate, approving the execution and delivery of this Agreement and the consummation of the contemplated transactions and certifying to the incumbency and signatures of the officers of Buyer executing this Agreement and any other document relating to the Contemplated Transactions.

## 2.2 Transfer of Utilities

Seller and Buyer will cooperate to transfer utility service, including telephone, electric, chlorine, and gas service providing such service to any of the Assets as of the Closing Date.

### 2.3 Further Assurances

Seller and Buyer shall, after the Closing Date, upon reasonable 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, deeds, assignments, transfers, powers of attorney and assurances as may be required in order to implement and perform any of the obligations and in this Agreement.

## 3. CONDUCT OF PARTIES PENDING CLOSING

3.1 Seller agrees that, with respect to the Assets, pending the Closing and except as otherwise agreed to in writing by Buyer:

- (a) The business of Seller shall be conducted solely in the ordinary course consistent with past practice (with which conduct Buyer shall not interfere pending Closing except as expressly provided in this Agreement) and shall maintain and service the tangible Assets in good working order such that they will be in substantially the same working order at Closing as during Buyer's Due Diligence conducted pre-Closing.
- (b) Seller will use its best efforts to maintain its relations and goodwill with its suppliers, customers and any others having business relations with it.
- (c) Seller shall comply with all laws, ordinances, rules, regulations and orders applicable to it and to the conduct of its business.
- (d) Seller will promptly advise Buyer in writing of all events between the date hereof and Closing which could render any representation or warranty under the Agreement, if restated and republished as of Closing, untrue or incorrect in any material respect.
- (e) Seller will promptly advise Buyer in writing promptly after Seller receives knowledge of the threat or commencement of any dispute, claim, action, suit, proceeding, arbitration or investigation against or involving the Assets or the sale and transfer thereof to Buyer, or of the occurrence of any event (exclusive of general economic factors affecting business in general) of a nature that is or may be materially adverse to the business, operations, properties, assets, prospects or condition (financial or otherwise) of Seller.

- (f) Seller will conduct its business in such a manner that at the Closing the representations and warranties of Seller contained in this Agreement shall be true as though such representations and warranties were made on and as of such date. Furthermore, Seller will use its best efforts to cause all of the conditions to this Agreement to be satisfied on or prior to the Closing Date.
- (g) All developer agreements to be entered into by the Seller with respect to the System from the date of this Agreement through the Closing will be in keeping with existing Seller format and practices as per Florida Public Service Commission rules and regulations.

### 3.2 Exclusivity

Seller will not, at any time prior to the termination of this Agreement, directly or indirectly, (i) take any action to solicit, initiate, or encourage the making of any Acquisition Proposal, or (ii) discuss or engage in negotiations concerning any Acquisition Proposal with, or further disclose any non-public information relating to Seller to, any person or entity in connection with an Acquisition Proposal, in each case, other than Buyer and its representatives. For the purposes of this Agreement, "Acquisition Proposal" means any offer or proposal for the acquisition of Seller, the Assets or any portion thereof, whether by way of merger, consolidation, share exchange, or the acquisition of shares of capital stock, the acquisition of assets, or similar transactions.

## 4. CONDITIONS PRECEDENT TO SELLER'S OBLIGATIONS

All obligations of Seller under this Agreement are subject to the fulfillment or satisfaction, or waiver by Seller, prior to or at the Closing, of each of the following conditions precedent:

### 4.1 Delivery of Purchase Price

Buyer shall have delivered the Purchase Price, subject to any adjustments, to the Trust Account of Sundstrom & Mindlin, LLP pursuant to Section 2 of this Agreement.

### 4.2 Closing Certificate; Performance by Buyer

Buyer shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing; and Seller shall have been furnished with a certificate or certificates of Buyer dated the Closing Date, signed by an authorized representative of Buyer, certifying,

in such detail as Seller may reasonably request, to the fulfillment of the foregoing conditions and that all representations and warranties made by Buyer in this Agreement are true and correct as of Closing, except such as have been rendered incorrect because of events which occurred after the date hereof, as disclosed in writing by Buyer to Seller within a reasonable time after the event occurred.

#### 4.3 Litigation Affecting Closing

On the Closing Date, no proceeding shall be pending or threatened before any court or governmental agency in which it is sought to restrain or prohibit or to obtain damages or other relief in connection with this Agreement or in the consummation of the transactions contemplated hereby.

### 5. CONDITIONS PRECEDENT TO BUYER'S OBLIGATIONS

All obligations of Buyer under this Agreement are conditioned upon the fulfillment or satisfaction, or waiver by Buyer, prior to or at the Closing, of each of the following conditions precedent:

#### 5.1 Satisfaction with Operational and Real Estate Title Issues

(a) Buyer shall be satisfied with its review of the real estate and the quality of title to be conveyed to Buyer from Seller.

(b) Buyer shall receive all agreed upon necessary easements from Seller, which Seller currently has, to operate, gain access to, and provide necessary services to the System's facilities.

#### 5.2 Closing Certificate; Performance by Seller

Seller shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing; and Buyer shall have been furnished with a certificate or certificates of Seller dated as of the Closing Date, signed by the appropriate officials of Seller, certifying, in such detail as Buyer may reasonably request, to the fulfillment of the foregoing conditions and that all representations and warranties are true and correct as of Closing.

#### 5.3 Litigation Affecting Closing

On the Closing Date, no proceeding shall be pending or threatened before any court or governmental agency in which it is sought to restrain or prohibit or to obtain damages or other relief in connection with this Agreement or the consummation of the transactions contemplated hereby.

#### 5.4 Seller Authorizations

Seller shall have furnished Buyer with certified copies of all proceedings of Seller, including a signed and certified copy of the appropriate document(s) authorizing the transactions hereby contemplated.

#### 5.5 Governmental Approvals and Transfer of Permits

Buyer and Seller shall jointly file with the Florida Public Service Commission ("FPSC") a Notice of Sale. Seller shall be responsible for managing the FPSC decertification process in an expeditious fashion. Seller shall be responsible for all costs associated with all such governmental approvals. Seller, at Seller's expense, shall cause to transfer all permits, including but not limited to South Florida Water Management permits and Florida Department of Environmental Protection permits, as of the Closing Date, or within the regulatorily permitted time period thereafter.

#### 5.6 Satisfaction of Buyer

All actions, proceedings, resolutions, instruments and documents required to carry out this Agreement or incidental hereto and all other related matters shall have been approved on the Closing Date by Buyer in the exercise of its reasonable judgment.

#### 5.7 Material Adverse Change

There shall not be, nor threatened to be, any material adverse change in the capacity, physical condition, functionality, performance or operation of the System or the Assets. For purposes of this Agreement, a "material adverse change" shall mean a transfer, disposition, loss or damage to the Assets that materially reduces: (A) the value, functionality, performance or operation of the Assets in the aggregate for the delivery of water and sewer service to customers; or (B) the ability to operate the System as operated by Seller prior to the Closing Date and/or as intended to be operated by Buyer.

#### 5.8 Financing

Buyer shall have arranged, obtained, and closed on financing for the purchase of the Assets and certain capital improvements relating to the use of the Assets on terms and conditions acceptable to Buyer in its absolute and sole discretion.

### 6. REPRESENTATIONS AND WARRANTIES OF SELLER



6.1 Seller hereby represents and warrants to Buyer as follows:

- (a) Organization. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida.
- (b) System Ownership. Seller holds the exclusive right, title, interest and power to sell its utility assets.
- (c) Current Operations. Seller has all requisite power and authority and all agreements, contracts, commitments, leases, certificates, licenses, permits, regulatory authorizations and other instruments required to conduct the business of the System as it has been and is now being conducted and to own and operate the System.
- (d) Legal Authority. Seller has the full power and lawful authority to transfer to Buyer the rights, title and interest in and to the System.
- (e) Due Authorization; Valid and Binding. Seller has the full power and lawful authority to execute and deliver this Agreement and all related agreements and to consummate and perform the transactions contemplated hereby and has duly and validly authorized the execution of this Agreement and all related documents and agreements by all necessary proceedings. This Agreement and all related agreements constitute the valid and binding obligation of Seller.
- (f) No Approvals or Violations. To Seller's actual knowledge, this Agreement does not require any further approvals of any other party, does not violate any law, ordinance or regulation, does not conflict with any order or decree, and does not conflict with or result in a breach of any contract, lease or permit to which Seller is a party.
- (g) Party to Decree/Litigation. Seller is not party to, or subject to the provision of, any judgment, order, writ, injunction or decree of any court or of any governmental official, agency or instrumentality relating to the System or the Assets.
- (h) List of Assets. Schedule 1.1 contains a true and complete list of the used and useful and inventoried Assets including consumables described and attested to therein.
- (i) Customer Records. The data contained in the customer records provided to Buyer is true and accurate.

6.2 Seller hereby represents and warrants to Buyer as follows:

- (a) Undisclosed Liabilities. To Seller's actual knowledge, there are no liabilities or obligations of Seller, either accrued, absolute, contingent or otherwise, relating to the Assets. For purposes of this Agreement, the term liabilities shall include, without limitation, any direct or indirect indebtedness, guaranty, endorsement, claim, loss, damage, deficiency, cost, expense, obligation or responsibility accrued, absolute, contingent or otherwise.
- (b) No Other Parties. To Seller's actual knowledge, no person other than Seller owns or has any interest in any equipment or other tangible assets or properties currently utilized or necessary to the operations or business of the Seller's Assets.
- (c) Rights to Facilities. To Seller's actual knowledge, Seller has good and valid rights to occupy and to obtain access to the areas where the distribution lines and other facilities of the Assets are located.
- (d) Compliance with Law. To Seller's actual knowledge, Seller is not in any material violation of any law, ordinance or governmental rule or regulation to which it or its business, operations, assets or properties is subject and has not failed to obtain, or to adhere to the requirements of, any certificate, license, permit or other governmental authorization necessary to the ownership of its assets and properties or to the conduct of its business.

6.3 Seller hereby represents and warrants to and with Buyer as follows with respect to compliance with environmental laws:

- (a) To the best of Seller's actual knowledge, Seller is and at all times has been in full compliance with and has not been and is not in violation of or liable under any applicable Environmental Law. Seller has no basis to expect nor has it received any actual or threatened order, notice or other communication from any governmental authority or other person of any actual or potential violation or failure to comply with any Environmental Law or of any actual or threatened obligation to undertake or bear the cost of any Environmental, Health and Safety Liabilities with respect to the Real Property or any other properties or assets (whether real, personal or mixed) in which Seller has or has had an interest or with respect to the Real Property or any other real property at or to which Hazardous Materials were generated, manufactured, refined, transferred, imported, used or processed by Seller or any other Person for whose conduct it is or may be held responsible, or from which Hazardous Materials have been transported, treated, stored, handled,

transferred, disposed, recycled or received.

- (b) To the best of Seller's actual knowledge, there are no known pending or threatened claims, encumbrances or other restrictions of any nature, resulting from any Environmental, Health and Safety Liabilities or arising under or pursuant to any Environmental Law with respect to or affecting the Real Property or any other properties and assets (whether real, personal or mixed) in which Seller has or had an interest.
- (c) To the best of Seller's actual knowledge, neither Seller nor any other person for whose conduct it is or may be held to be responsible has any known Environmental, Health and Safety Liabilities with respect to the Real Property or with respect to any other properties and assets (whether real, personal or mixed) in which Seller (or any predecessor) has or has had an interest that could reasonably be expected to have a material adverse effect thereon.
- (d) To the best of Seller's actual knowledge, there are no known Hazardous Materials, except those used in connection with the operation of the System, present on or in the Real Property, including any Hazardous Materials contained in barrels, above or underground storage tanks, landfills, land deposits, dumps, equipment (whether moveable or fixed) or other containers, either temporary or permanent and deposited or located in land, water, sumps or any other part of the Real Property or such adjoining property or incorporated into any structure therein or thereon. Neither Seller nor any other person for whose conduct it is or may be held to be responsible has permitted or conducted, or is aware of, any Hazardous Activity conducted with respect to the Real Property or any other properties or assets (whether real, personal or mixed) in which Seller has or has had an interest except in material compliance with all applicable Environmental Laws. There has been no known release or threat of release, of any Hazardous Materials at or from the Real Property or from or by any other properties and assets (whether real, personal or mixed) in which Seller has or has had an interest, whether by Seller or any other Person.
- (e) To the best of Seller's actual knowledge, Seller has no knowledge the following exists at the System or on the Real Property: (1) underground storage tanks; (2) asbestos-containing material in any form; (3) materials or equipment containing polychlorinated biphenyl; (4) groundwater monitoring wells; or (5) landfills, surface impoundments, or disposal areas.
- (f) To the best of Seller's actual knowledge, neither Seller nor any of its

Affiliates is obligated to provide financial assurance in consideration of the System under Environmental Law.

- (g) To the best of Seller's actual knowledge, Seller has delivered to Buyer true and complete copies and results of any reports, studies, analyses, tests or monitoring possessed or initiated by Seller or its predecessors pertaining to Hazardous Materials or Hazardous Activities in, on or under the Real Property, or concerning compliance by Seller, its predecessors, or any other person for whose conduct Seller is or may be held to be responsible, with Environmental Laws, said reports, studies, etc. to include without limitation, any and all Phase I or II Environmental Site Assessments now or hereafter in the possession or control of Seller.
- (h) For the purposes of this Agreement, the following terms mean as follows:

"Environmental, Health and Safety Liabilities" means any cost, damages, expense, liability, obligation or other responsibility arising from or under Environmental Law or occupational safety and health law and consisting of or relating to (a) any environmental, health or safety matters or conditions (including on-site or off-site contamination, occupational safety and health and regulation of chemical substances or products), (b) fines, penalties, judgments, awards, settlements, legal or administrative proceedings, damages, losses, claims, demands and response, investigative, remedial or inspection costs and expenses arising under Environmental Law or occupational safety and health law, (c) financial responsibility under Environmental Law or occupational safety and health law for cleanup costs or corrective action, including any cleanup required by applicable Environmental Law or occupational safety and health law (whether or not such cleanup has been required or requested by any governmental authority or any other person) and for any natural resource damages, or (d) any other compliance, corrective, investigative or remedial measures required under Environmental Law or occupational safety and health law. The terms "removal," "remedial," and "response action," include the types of activities covered by the United States Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., as amended, and the United States Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., as amended.

"Environmental Law" means any law, regulation, rule, directive, or the like, relating to pollution or protection of human health, safety, the environment, or natural resources, or relating to releases or threatened releases of Hazardous Materials into the indoor or outdoor environment

(including, without limitation, ambient air, surface water, groundwater, land, surface and subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, release, transport or handling of Hazardous Materials.

"Hazardous Activity" means the distribution, generation, handling, importing, management, manufacturing, processing, production, refinement, release, storage, transfer, transportation, treatment or use (including any withdrawal or other use of groundwater) of Hazardous Materials in, on, under, about, or from the System or any part thereof into the environment, and any other act, system, operation or thing that increases the danger or risk of danger, or poses an unreasonable risk of harm to persons or property on or off the System, or that may affect the value of the System or the Assets.

"Hazardous Materials" means any waste or other substance that is listed, defined, designated or classified as, or otherwise determined to be, hazardous, radioactive or toxic or a pollutant or a contaminant under or pursuant to any Environmental Law, including, without limitation, any admixture or solution thereof, and specifically including petroleum and all derivatives thereof or synthetic substitutes therefor and asbestos or asbestos-containing materials.

- (i) Adequacy of Permits. To the best of Seller's actual knowledge, Seller has obtained and continues to possess all permits, licenses, approvals or other authorizations which are required under the environmental laws, has filed such timely and complete renewal applications as may be required prior to the Closing Date, and also has complied with all reporting and record keeping requirements under the environmental laws.

## 7. **REPRESENTATIONS AND WARRANTIES OF BUYER**

7.1 Buyer hereby represents and warrants to Seller as follows:

- (a) Organization. Buyer is a municipal corporation duly organized and validly existing and in good standing under the laws of the State of Florida.
- (b) Due Authorization; Valid and Binding. Buyer has the full power and lawful authority to execute this Agreement and to consummate and perform the transactions contemplated hereby and has duly and validly authorized the execution of this Agreement by all necessary proceedings, including compliance with Section 180.301, Florida Statutes. This

Agreement constitutes the valid and binding obligations of Buyer.

- (c) Financial Wherewithal. Upon arranging, obtaining, and closing on financing of the purchase of the Assets and certain capital improvements relating to the use of the Assets on terms and conditions acceptable to Buyer in its absolute and sole discretion, Buyer will have the financial wherewithal to complete the purchase of the Assets as contemplated hereunder and upon completion of Closing, to operate and manage the Assets at, or exceeding, the level of service provided by the Seller prior to Closing.
- (d) Engineering, Legal and Financial Due Diligence. Buyer is relying upon its own financial, legal, engineering and operational compliance investigation and due diligence of the System and the Assets.

## 8. INDEMNIFICATION

### 8.1 Indemnification of Seller

Subject to the limitations set forth below, Buyer will reimburse, indemnify and hold Seller and its officials and employees harmless from and against any and all liabilities, obligations, damages, losses, actions, audits, deficiencies, claims, fines, costs and expenses, including attorney's fees and costs resulting from, relating to, or arising out of:

- (a) the provision of water and wastewater service by Buyer for the period following Closing, unless caused, in whole or in part, by a misrepresentation, breach of warranty, or non-fulfillment of any agreement or covenant on the part of Seller under this Agreement;
- (b) issues of regulatory compliance and claims by third parties for events that occur following the date of Closing, unless caused, in whole or in part, by a misrepresentation, breach of warranty, or non-fulfillment of any agreement or covenant on the part of Seller under this Agreement;
- (c) the failure of Buyer to perform any of its covenants following Closing; and
- (d) the enforcement of this Section 8.1.

Such obligation shall not be construed as a waiver of Buyer's sovereign immunity, and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein.

## 8.2 Indemnification of Buyer

For a period of one (1) year from and after the Closing, Seller will reimburse, indemnify and hold Buyer and its officers, agents and employees, harmless from and against any and all liabilities, obligations, damages, losses, actions, audits, deficiencies, claims, fines, costs and expenses, including attorney's fees and costs resulting from, relating to, or arising out of:

- (a) any liabilities or obligations of Seller of any nature whatsoever except for those liabilities and obligations of Seller which Buyer specifically assumes pursuant to this Agreement, including any Assignment and Assumption documents executed by both parties;
- (b) any misrepresentation, breach of warranty or non-fulfillment of any agreement or covenant on the part of Seller under this Agreement, or from any misrepresentation in, or omission from, any Schedule or information furnished to Buyer pursuant to this Agreement or in connection with the negotiation, execution or performance of this Agreement, except to the extent that Buyer had knowledge of a misrepresentation, omission or breach of warranty, based on or as a result of its own Due Diligence and inspection of the System and its books and records prior to the Closing;
- (c) the provision of water and wastewater service by Seller for the period prior to the date of Closing;
- (d) claims by third parties for events that occurred prior to Closing;
- (e) the enforcement of this Section 8.2

## 8.3 General

Each party shall provide the other party with reasonable notice of any claims arising under this Section 8. The indemnification rights of the parties under this Section 8 are independent of and in addition to such rights and remedies as the parties may have at law or in equity or otherwise for any misrepresentation, breach of warranty, or failure to fulfill any agreement or covenant hereunder.

## 9. SURVIVAL OF REPRESENTATIONS AND WARRANTIES

All representations, warranties and agreements made by the parties in this Agreement or in any written agreement, document, or certificate furnished hereunder or in connection with the execution and performance of this Agreement

shall survive the Closing for a period of two (2) years.

## 10. MISCELLANEOUS

### 10.1 Contents of Agreement; Parties in Interest; etc.

This Agreement sets forth the entire understanding of the parties hereto with respect to the transactions contemplated hereby. It shall not be amended or modified except by written instrument duly executed by each of the parties hereto.

### 10.2 Employment of Active Employees.

Seller acknowledges and agrees that Buyer shall be permitted to offer employment to some or all employees of the System that are legally eligible for employment by Buyer, in the exercise of the Buyer's discretion as a prospective employer. At least ten (10) days prior to Closing, Buyer will provide Seller with a list of active employees to whom Buyer has made an offer of employment that has been accepted to be effective on the Closing Date (the "Hired Active Employees"). Subject to legal requirements and to Seller securing the appropriate consents and releases from the affected employees, Buyer will have reasonable access to the personnel records (including performance appraisals, disciplinary actions, grievances and medical records) of Seller for the purpose of preparing for and conducting employment interviews with all active employees and will conduct the interviews as expeditiously as possible after the date hereof. Access will be provided by Seller upon reasonable prior notice during normal business hours. Effective immediately upon transition to Buyer management pursuant to the Operations and Maintenance Agreement contemplated by Section 10.4 hereunder, Seller will terminate the employment of all Hired Active Employees.

### 10.3 Billing and Customer Service Agreement

No later than 30 days prior to Closing, Seller shall execute a Billing and Customer Service Agreement reasonably acceptable to Buyer, consisting of the following materials terms: 1 year initial term starting at Closing, subject to automatic annual renewals for a maximum of 3 years, unless Seller gives notice of nonrenewal at least 6 months prior to the beginning of a renewal term; terminable upon 6 months notice by Buyer for convenience; billing and customer service provided at level of service no less than under Seller; year one price to Buyer shall be equal to the relevant amount stated on Seller's 2019 FPSC Annual Report plus 10%; year two and year three price to Buyer shall be each subject to a 3% increase.

### 10.4 Operations and Maintenance Agreement

If requested by Buyer, no later than 30 days prior to Closing, Seller shall



execute an Operations and Maintenance Agreement reasonably acceptable to Buyer, consisting of the following materials terms: 1 year term starting at Closing; terminable upon 3 months notice by Buyer for convenience; operations and maintenance services provided at level of service no less than under Seller; price to Buyer shall be equal to the relevant amount stated on Seller's 2019 FPSC Annual Report plus 10%.

#### 10.5 Payment of Representative Fees and Costs

Unless otherwise specifically stated herein, each party shall pay those representative fees and costs incurred by the respective party. Each party represents to the other that that no broker's fee, finder's fee, or the like, is due or payable associated with this transaction.

#### 10.6 Binding Effect

All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of and be enforceable by the legal representatives, successors and assigns of Seller or Buyer.

#### 10.7 Notices

Any notice, request, demand, waiver, consent, approval or other communication which is required or permitted hereunder shall be in writing and shall be deemed given only if delivered personally or sent by courier, by registered or certified mail, postage prepaid, return receipt requested, as follows:

##### **If to Buyer:**

Village of Indiantown  
16550 SW Warfield Boulevard  
Indiantown, FL 34956  
Attn: Howard W. Brown, Jr., ICMA-CM

With a copy to:

Vose Law Firm LLP  
324 West Morse Boulevard  
Winter Park, FL 32789  
Attn: Wade C. Vose, Esq.

##### **If to Seller:**

Indiantown Company, Inc.

15851 SW Farms Road  
Indiantown, Florida 34956  
Attn: Jeffrey Leslie, President

With a copy to:

Sundstrom & Mindlin, LLP  
2548 Blairstone Pines Drive  
Tallahassee, FL 32301  
Attn: William E. Sundstrom, P.A.

or to such other address as the addressee may have specified in a written notice duly given to the sender as provided herein. Such notice, request, demand, waiver, consent, approval or other communication will be deemed to have been given as of the date so delivered or mailed.

#### 10.8 Florida Law to Govern

This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Florida. Each party hereby irrevocably consents and agrees that any claims or disputes between or among the parties hereto arising out of or related to this Agreement (whether based upon contract, tort or otherwise) shall be brought and maintained in a court of competent jurisdiction sitting in the County of Martin or in the US District Court for the Southern District of Florida, which courts shall have exclusive jurisdiction over the adjudication of such matters.

#### 10.9 No Benefit to Others

The representations, warranties, covenants and agreements contained in this Agreement are for the sole benefit of the parties hereto, and their legal representatives, successors and assigns, and they shall not be construed as conferring any rights on any other persons or entities.

#### 10.10 Headings, Gender, etc.

All section headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.

#### 10.11 Exhibits and Schedules

All Exhibits, Attachments and Schedules referred to herein are intended to be and hereby are specifically made a part of this Agreement.

#### 10.12 Severability

Any provision of this Agreement that is invalid or unenforceable in any jurisdiction or under any circumstance shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction or under any circumstance shall not invalidate or render unenforceable such provision in any other jurisdiction or under any other circumstance, unless, in either event, the involved or unenforceable provision causes this Agreement to fail of its essential purpose.

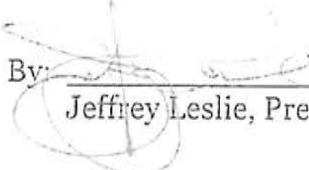
#### 10.13 Counterparts

This Agreement may be executed in any number of counterparts and any signatory hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. This Agreement shall become binding when one or more counterparts taken together shall have been executed and delivered by all signatories. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.


[Signature Block on Next Page]

**SELLER:**

**INDIANTOWN COMPANY, INC.**  
a Florida corporation

By:   
Jeffrey Leslie, President

**Attest:**

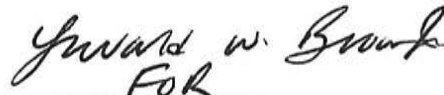
By:   
Bruce Russell, CFO/Vice President

**BUYER:**


**VILLAGE OF INDIANTOWN**  
a Florida municipal corporation

By:   
Guyton Stone, Mayor

**Attest:**

By:   
FOR  
Susan A. Owens, Clerk

**Reviewed for form and correctness  
for the Village of Indiantown:**

  
Wade C. Vose, Village Attorney

**Schedule 1.1 – Listing of Assets**

All assets of every kind complete are purchased by the buyer. Only those assets specifically excluded are excluded. The assets include, but are not limited by the following description:



**Table 2-1 (cont.)  
Description of Wells**

Well ID	17062	17063
Name	W-7	W-8
Map Designator FLUWID Number	W-7	W-8
Well Field		
Existing/Proposed	E	E
Well Diameter(inches)	8	8
Total Depth(feet)	125	120
Cased Depth(feet) Facility Elev. (ft. NGVD)	120	125
Screened Interval		
From	0	0
To	0	0
Pumped Or Flowing	P	P
Pump Type	submersible	submersible
Pump Int. Elev. Feet (NGVD)		
Feet (BLS)	60	85
Pump Capacity(GPM)	415	420
Year Drilled	1977	1990
Planar Location Source	Migrate	DIGITIZED
Feet East Feet	827520	829660
North	977692	975277
Accounting Method	flow meter	flow meter
Use Status	Primary	Primary
Water Use Type	Public Water Supply	Public Water Supply
Aquifer	Surficial Aquifer System	Surficial Aquifer System

A. Water System

- 1) Water Use Permit No. 43-00041-W  
Source – Ground Water  
    Surficial Aquifer System  
Annual Allocation – 429 MG or 1.175 MGD  
Maximum Monthly Alloc. – 42.8 MG or 1.4 MGD  
MDF of WTP – 1.296 M  
Expiration Date – August 18, 2029
  
- 2) Water Wells (From SFWMD)  
8 wells  
Well #2 off-line and #4 with historical quality concerns  
Functional/External – Use 6 wells  
Firm Capacity – 1.43 MGD
  
- 3) Water Demands (FPSC & SFWMD)  
Sales – 134 MG (2017) 167 MG (2018)  
Withdrawal – 150 MG (2017) 187 MG (2018)  
Average use approximately – 460,000 gpd  
Max. Month – 500,000 gpd  
Maximum Day – 570,000 gpd  
% Capacity Used – 44%
  
- 4) Water Services  
1,996 metered connections  
    5/8" - 1,840  
    3/4" - 112  
    1" - 15  
    1.5" - 5  
    2" - 21  
    3" - 2  
    4" - 1
  
- 5) Hydrants - 151
  
- 6) Water Mains - Rounded  
    2" - 3,000 LF  
    3" - 1,000 LF  
    4" - 85,000 LF  
    6" - 60,000 LF  
    8" - 19,000 LF  
    10" - 1,000 LF  
    12" - 3,000 LF



- 7) Water Treatment Plant – 1,958  
 Aeration, Settling, Filtration  
 Chlorination, Ammoniation with  
 HSPS – Nominal Mx. Peaking Capacity  
 1.296 MGD (No Softening, etc.)  
 (Much of WTP abandoned in place)
- 8) Storage  
 500,000-gal Cram Tank 1974  
 110,000-gal Clearwell 1958  
 10,000-gal Hydro Tank – Not-in-Service

B. Wastewater System

- 1) FDEP permits for
  - 0.75 MGD TMADF Contact Stabilization WWTP
  - 1.00 MGD AADF Reuse Filtration (Not-in-Use  
 – Currently functionally obsolete without customers which could change)
  - 0.507 MGD AADF RIBS
  - Expiration Date – 8/30/2022
  - Permit – FLA029939
  - File – FLA029939-014-DWIP
- 2) Services – 1,905
- 3) Gravity Sewers – Rounded
 

6"	-	16,000	LF
8"	-	80,000	LF
10"	-	7,000	LF
15"	-	1,000	LF
- 4) Manholes – 324
- 5) Force Mains – Rounded
 

4"	-	10,000	LF
6"	-	18,000	LF
8"	-	5,000	LF
12"	-	2,000	LF
- 6) Lift Stations - 12
 

#1	-	New Hope	-	1996, 8' dia, 2 @ 2 Hp
#2	-	Carter Park	-	2012, 8' dia, 2 @ 7.5 Hp
#3	-	Oakview	-	2002, 6' dia, 2 @ 2.8 Hp
#4	-	Owned by Village	-	Magnolia St. – Not Valued
#5	-	Lincoln St.	-	1982, 6' dia, 2 @ 2 Hp
#6	-	WWTP	-	1958/2000, 6' dia + 4' dia, 2 @ 20 Hp

#7	- HRS	- 2003, 6' dia, 2 @ 7.5 Hp
#8	- Middle School	- 1972, 8' dia, 2 @ 15 Hp
#9	- Famel	- 1960/2017, 6' dia, 2 @ 2 Hp
#10	- 4 <sup>th</sup> St./150 <sup>th</sup>	- 1960/2015, 6' dia, 2 @ 20 Hp (one pump out of service)
#11	- Jefferson St.	- 1990, 4' dia, 2 @ 5 Hp Grinders
#12	- Indianwood #1	- 1983, 8' dia, 2 @ 12 Hp
#13	- Indianwood #2	- 1987, 8' dia, 2 @ 5 Hp

- 7) WWTP – 750,000 gpd Contact Stabilization – TMMADF  
1982 used DAVCO P.P.
- 8) RIBS – 7 total, 5 on-site and 2 off-site  
RIBS Capacity Limits WWTP Capacity to 507,000 gpd AADF
- 9) Reuse Filters
- 10) Reuse System
- 11) Wash Water Recovery System
- 12) Reuse pipelines and all appurtenances associated therewith

- **Land and Easements**

Those real properties and easements delineated as follows as well as any other properties for which ICI has a water, wastewater or reuse existing or proposed use. Those identified properties include:

INSTR # 232449  
 OR BK 02475 PG 2288  
 Pg 2288: (1pg)  
 RECORDED 09/17/2010 08:11:32 AM  
 MARSHA EWING  
 CLERK OF MARTIN COUNTY FLORIDA  
 DEED DOC TAX 105.00  
 RECORDED BY C Hunter

Prepared by and Reviewed by  
 Christopher J. Twidley, P.A.  
 884 E. Ocean Blvd Ste. A  
 Stuart, Florida 34994

Parcel ID Number: 6-40-39-001-002 00000.60000

**Special Warranty Deed**

This Indenture, Made this 2nd day of September, 2010 A.D. Between  
 Robert M. Post, Jr., LLC, a Florida limited liability company  
 of the County of Martin, State of Florida, grantor, and  
 Indiantown Company, Inc., a corporation existing under the laws of the State of Florida  
 whose address is 111 Golfview Dr., Tequesta, FL 33469  
 of the County of Palm Beach, State of Florida, grantee.

Witnesseth that the GRANTOR, for and in consideration of the sum of  
 -----TEN DOLLARS (\$10)----- DOLLARS  
 and other good and valuable consideration to GRANTOR as hereon paid by GRANTEE, the receipt whereof is hereby acknowledged, has  
 granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land,  
 situate, lying and being in the County of Martin State of Florida to wit:

Block 2, Unrecorded Indiantown Industrial Park, located in Section 6, Township 40 South, Range 39 East, Martin  
 County, Florida according to Unrecorded Plat prepared by Ruder & Associates, Miami, Florida, dated September 1959,  
 and recorded in O.R. Book 332, Page 2334, Public Records of Martin County, Florida.

- SUBJECT TO:
- 1 Taxes for the year 2010 and all subsequent years;
  - 2 Zoning restrictions, prohibitions and other requirements imposed by governmental authority;
  - 3 Restrictions, and matters appearing on the plat or otherwise common to the subdivision; and
  - 4 Public utility easements of record, if any.

Together with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining  
 To Have and to Hold, the same in fee simple forever  
 And the grantor hereby covenants with said grantee that grantor is lawfully seized of said land in fee simple, that grantor has good right and  
 lawful authority to sell and convey said land, that grantor hereby fully warrants the title to said land and will defend the same against the lawful  
 claims of all persons claiming by, through or under grantor.

In Witness Whereof, the grantor has hereunto set its hand and seal on this day and year first above written

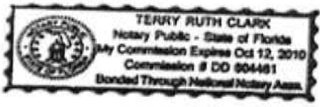
Signed, sealed and delivered in our presence:

*Kimberly Marsh*  
 Printed Name: Kimberly Marsh  
 Witness: *[Signature]*  
 Printed Name: *[Signature]*  
 Witness: *[Signature]*

Robert M. Post, Jr., LLC, a Florida limited liability company  
*Linda M. Post, by David A. Raitsch*  
 By her attorney in fact  
 Linda M. Post, Managing Member, by David A. Raitsch, her  
 attorney in fact  
 P.O. Address: 1205 SE Indigo St. Ste. 102, Stuart, FL 34997

STATE OF Florida  
 COUNTY OF Martin  
 The foregoing instrument was acknowledged before me this 2nd day of September, 2010 by Linda M. Post, Managing  
 Member of Robert M. Post, Jr., LLC, a Florida limited liability company, by David A. Raitsch, her attorney in fact, who is  
 personally known to me or produced as identification.

*Terry R. Clark*  
 Printed Name: TERRY R. CLARK  
 Notary Public  
 My Commission Expires: 11



POST1231

MARSHA STILLER  
CLERK OF CIRCUIT COURT  
MARTIN CO., FL

RECORDED & VERIFIED  
BY \_\_\_\_\_ DC

01272487

98 JAN -2 PM 3:23

THIS INSTRUMENT PREPARED BY  
AND IS TO BE RETURNED TO:  
Michael L. Dale, Esquire  
3154 SE Federal Highway  
Stuart, Florida 34997  
Courthouse Box 78

DOC-DEED # 4095.00 MARSHA STILLER  
DOC-INTS # \_\_\_\_\_ MARTIN COUNTY  
DOC-ASM # \_\_\_\_\_ CLERK OF CIRCUIT COURT  
INT. TAX # \_\_\_\_\_ BY JS DC

Grantee #1 S.S. No. \_\_\_\_\_  
Grantee #2 S.S. No. \_\_\_\_\_  
Property Appraiser's No. \_\_\_\_\_

This Warranty Deed Made and executed the 24<sup>th</sup> day of October, 1997, by INDIANTOWN COMPANY, INC., a Florida Corporation, and having its principal place of business at P.O. Box 518, Indiantown, FL 34956 hereinafter called the grantor, to ICO ENTERPRISES, INC., a Florida Corporation, whose post office address is P.O. BOX 618, Indiantown, FL 34956 hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the grantor, for and in consideration of the sum of TEN XX/100 (\$10.00) DOLLARS and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirms unto the grantee, all that certain land situate in Martin County, State of Florida, viz:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Together, with all the tenements, hereditaments and appurtenances thereto belonging to in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that it has good, right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

In Witness Whereof, the said corporation has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

ATTEST: [Signature] Secretary INDIANTOWN COMPANY, INC., a Florida Corp.

Signed Sealed and delivered in the presence of:

Witness Signature: [Signature]  
Printed Name: JEFFREY S. LESLIE  
Witness Signature: [Signature]  
Printed Name: Kenneth A. Norman

BY: [Signature]  
ROBERT M. POST, JR., President  
(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF MARTIN

I hereby certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared ROBERT M. POST, JR., and ELIZABETH A. GENTRY respectively known to me to be the President and Secretary of INDIANTOWN COMPANY, INC., a Florida Corporation, the corporation in whose name the foregoing instrument was executed, and that they severally acknowledged executing the same for such corporation freely and voluntarily, under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation, that I relied upon the following forms of identification of the above named person(s):

personally known or  
 has produced as identification \_\_\_\_\_

Witness my hand and official seal in the County and State last aforesaid this 24<sup>th</sup> day of October, 1997.

Sign [Signature]  
Print JOAN SHEVLIN  
State of Florida at Large (Seal)  
My commission expires: \_\_\_\_\_  
  
JOAN A. SHEVLIN  
My Comm. Exp. 10/24/2000  
Bonded By Service Inc  
No. CC980683  
I Personally Know 11 Other LD

ATTACHED TO AND MADE A PART OF THAT CERTAIN DEED FROM INDIANTOWN COMPANY, INC., A FLORIDA CORPORATION, TO ICO ENTERPRISES, INC., A FLORIDA CORPORATION DATED THE 24<sup>th</sup> DAY OF OCTOBER, 1997.

EXHIBIT "A"

**PARCEL ONE:** (water plant):

Being all of Tract "A", according to the unrecorded plat of INDIANTOWN INDUSTRIAL PARK, as recorded in Official Records Book 332, Page 2237, public records of Martin County, Florida.

TOGETHER WITH an easement over the Northeasterly 50.00 feet of Lots 1 through 12, inclusive, of Block 3, according to the unrecorded plat of INDIANTOWN INDUSTRIAL PARK as recorded in Official Records Book 332, Page 2237, public records of Martin County, Florida.

**PARCEL TWO:** (sewer plant):

Being a Parcel of land lying in Section 6, Township 40 South, Range 39 East, and being more particularly described as follows:

Being all of Lots 4 through 18, Block 11;

AND

Being all of Lots 3 through 26, Block 14;

AND

That portion of the 60.00 feet wide Right-of-way for Gateway Avenue being bounded on the South by the North right-of-way line of the Rowland Canal; on the North by the Southwesterly prolongation of the Northwesterly boundary of said Lot 4, Block 11, to the centerline of said right-of-way and the northeasterly prolongation of the Northwesterly boundary of Lot 3, Block 14, to the centerline of said right-of-way.

AND

That portion of the 60.00 feet wide Right-of-way for Forest Street, being bounded on the West by the centerline of Wood Street;

AND

That portion of the West 640 feet of the South 600 feet of the North 2350 feet of said Section 6, lying northerly of the existing Rowland Canal.

All according to the unrecorded plat of INDIANTOWN INDUSTRIAL PARK as recorded in Official Records Book 332, Page 2237, public records of Martin County, Florida.

LAST PAGE

THIS INSTRUMENT PREPARED BY  
AND IS TO BE RETURNED TO:

Michael L. Dale, Esq.  
2616 SE Willoughby Blvd  
Stuart, Florida 34994  
Courthouse Box 78

Grantee #1 S.S. No. \_\_\_\_\_  
Grantee #2 S.S. No. \_\_\_\_\_  
Property Appraiser's No. \_\_\_\_\_  
07-00-19-000-000-21-0

INSTR # 2225264  
OR BK 02468 PG 1259  
Page 1259 - 12601 (2095)  
RECORDED 08/04/2010 09:03:01 AM  
MARSHA EIVING  
CLERK OF MARTIN COUNTY FLORIDA  
DEED DOC TAX 0.70  
RECORDED BY C Oliver

**QUITCLAIM DEED**

This indenture, was made this 3<sup>rd</sup> day of August, 2010, between **LINDA M. POST and DAVID A. RALICKI, Successor Trustees of The Robert M. Post, Jr., Revocable Trust Agreement, amended and restated, dated August 6, 1999**, whose post office address is 1235 SE Indian Street, Stuart, Suite 102, Florida 34997, **Grantor**, and **INDIANTOWN COMPANY, INC., a Florida Corporation**, whose post office address is P. O. Box 397, Indiantown, Florida 34956, **Grantee**;

**WITNESSETH**, that said **Grantor**, for and in consideration of the sum of TEN XX/100 (\$10.00) DOLLARS and other good and valuable considerations to said **Grantor** in hand paid by said **Grantee**, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim forever to the said **Grantee**, and **Grantee's** heirs and assigners forever, all right, title, interest, claim and demand **Grantor** has in and to the following described land, situate, lying and being in Martin County, Florida, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

GRANTORS REPRESENT AND WARRANT THAT THE ABOVE DESCRIBED PROPERTY IS NOT THEIR HOMESTEAD.


To have and to hold the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien equity and claim whatsoever of the said **Grantor**, either in law or equity to the only proper use and behoof of the said **Grantee**, forever.

(\*GRANTOR and "GRANTEE" are used for singular or plural, as context requires.)

IN WITNESS WHEREOF, **Grantor** has hereunto set **Grantor's** hand and seal the day and year first written above.

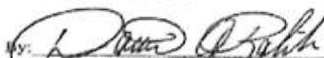
Signed, sealed and delivered  
in the presence of:

**THE ROBERT M. POST, JR., REVOCABLE TRUST AGREEMENT, amended and restated, dated August 6, 1999**

  
Printed Name: Michael L. Dale

By:   
**LINDA M. POST, Individually and as Successor Trustee**

  
Printed Name: Pamela D. Davidge

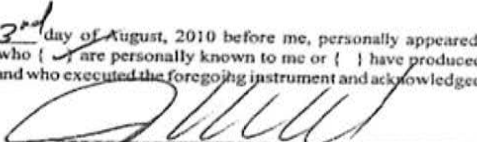
By:   
**DAVID A. RALICKI, Individually and as Successor Trustee**

STATE OF FLORIDA

COUNTY OF MARTIN

I HEREBY CERTIFY that on this 3<sup>rd</sup> day of August, 2010 before me, personally appeared, LINDA M. POST and DAVID A. RALICKI, who {  } are personally known to me or {  } have produced \_\_\_\_\_ as identification, and who executed the foregoing instrument and acknowledged before me that they executed the same.

(Official Seal)

  
Notary Public - State of Florida

Printed Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_



EXHIBIT "A"  
POST TRUST TO INDIANTOWN COMPANY

DESCRIPTION:

BEING A PARCEL OF LAND LYING OVER A PORTION OF THAT CERTAIN PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 1561, PAGE 65, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; SAID PARCEL LYING OVER A PORTION OF SECTION 7, TOWNSHIP 40 SOUTH, RANGE 39 EAST, MARTIN COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER (1/4) OF SAID SECTION 7; THENCE NORTH 89°46'14" WEST ALONG THE NORTH LINE OF SAID NORTHWEST ONE-QUARTER (1/4), A DISTANCE OF 274.99 FEET TO THE POINT OF BEGINNING. THENCE CONTINUING NORTH 89°46'14" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 475.01 FEET; THENCE SOUTH 00°27'33" WEST, DEPARTING SAID NORTH LINE, A DISTANCE OF 850.01 FEET; THENCE SOUTH 89°46'14" EAST, A DISTANCE OF 700.01 FEET; THENCE NORTH 00°27'33" EAST, A DISTANCE OF 300.00 FEET; THENCE NORTH 89°46'14" WEST, A DISTANCE OF 225.00 FEET; THENCE NORTH 00°27'33" EAST, A DISTANCE OF 550.01 FEET TO A POINT ON THE NORTH LINE OF SAID NORTHWEST ONE-QUARTER AND THE POINT OF BEGINNING.


SAID PARCEL CONTAINING 10.82 ACRES, MORE OR LESS

BEARING BASE:

THE NORTH LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 7, TOWNSHIP 40 SOUTH, RANGE 39 EAST, IS TAKEN TO BEAR NORTH 89°46'14" WEST, AND ALL OTHER BEARINGS SHOWN HEREON ARE RELATIVE THERETO.

© 2010 Boyle Engineering

THIS IS NOT A SURVEY

<b>SURVEYOR AND MAPPER'S SIGNATURE</b> 1. UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS MAP/REPORT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID. 2. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE.  TED E. PHILLIPS, PROFESSIONAL SURVEYOR & MAPPER STATE OF FLORIDA NO. 2832		<b>PROJECT NAME:</b> LEGAL DESCRIPTION FOR: WILLIAM HANNAH - INDIANTOWN COMPANY													
<b>AECOM USA, Inc.</b> 3550 S.W. Corporate Parkway Palm City, Florida 34993 T 772.286.3883 F 772.286.3925 BPR & FSPE License No's: 2005 & LB 7622 www.boyle.aecom.com		<b>REVISIONS:</b> <table border="1"> <tr> <td>Scale: N/A</td> <td>Field Book: N/A</td> <td>Page: N/A</td> <td>Field: N/A</td> </tr> <tr> <td>Sheet 1 OF 1</td> <td>Date: 7/20/10</td> <td>FILE NO. V109-LGL01</td> <td>Project No. V109</td> </tr> <tr> <td>Computed: CHK</td> <td>Checked: TEP</td> <td></td> <td></td> </tr> </table>		Scale: N/A	Field Book: N/A	Page: N/A	Field: N/A	Sheet 1 OF 1	Date: 7/20/10	FILE NO. V109-LGL01	Project No. V109	Computed: CHK	Checked: TEP		
Scale: N/A	Field Book: N/A	Page: N/A	Field: N/A												
Sheet 1 OF 1	Date: 7/20/10	FILE NO. V109-LGL01	Project No. V109												
Computed: CHK	Checked: TEP														

Instrument Prepared by and Return to:  
Christopher J. Twohey, Esq.  
BAUER & TWOHEY, P.A.  
312 Denver Avenue  
Stuart, FL 34994  
(Without Examination of Title)

INSTR # 1480181  
OR BK 01534 PG 1555  
RECORDED 02/27/2001 11:06 AM  
MARSHA EATING  
MARTIN COUNTY Florida  
DOC TAX 0.70  
DEPUTY CLERK T Copus lasst mgr)

**QUIT-CLAIM DEED**

**THIS QUIT-CLAIM DEED**, executed this 16<sup>th</sup> day of February, 2001, by NATIONAL INVESTORS FUND INCORPORATED, a Delaware corporation, whose post office address is P.O. Box 518, Indiantown, Florida 34956, first party to INDIANTOWN CO., INC., a Florida corporation, whose post office address is P.O. Box 518, Indiantown, Florida 34956, second party.

**WITNESSETH**, That said first party, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situated, lying and being in the County of Martin, State of Florida, to wit:

East 15' Lot 10 & all of Lot 11, Block 39, Plat B of INDIANTOWN, a subdivision of Sections 5 and 6, Township 40 South, Range 39 East, according to the Plat thereof in Plat Book 1, Page 79, Public Records of Martin County, Florida.

\* This Deed corrects the unintentional conveyance of the above described property by Quit-Claim Deed dated October 24, 1997, and recorded January 2, 1998 in O.R. Book 1281, Page 1160, Public Records of Martin County, Florida.

**Parcel Identification No.: 5-40-39-006-039-00110-20000**

**SUBJECT TO** restrictions, reservations, covenants and easements of public record and taxes for the current year.

**TO HAVE AND TO HOLD** the same together with all and singular the appurtenances therunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behalf of the said second party forever.

**AND** the second party does hereby covenant with the first party that the second party expressly assumes and agrees to be responsible for any and all costs associated with the above described premises, including but not limited to the obligation to make payments of all mortgages, taxes and hazard insurance, and the second party will indemnify and hold harmless the first party from any and all claims relating to same.

**IN WITNESS WHEREOF**, the said party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered  
in the presence of:

Jean Shevlin  
Witness Name: Jean Shevlin

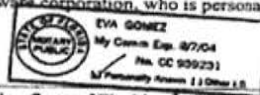
Barbara Norbert  
Witness Name: Barbara Norbert

**NATIONAL INVESTORS FUND INCORPORATED**  
a Delaware corporation

Robert M. Post, Jr.  
ROBERT M. POST, JR, as President

STATE OF FLORIDA  
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of February, 2001, by ROBERT M. POST, JR., as President of NATIONAL INVESTORS FUND INCORPORATED, a Delaware corporation, who is personally known to me and who did (not) take an oath.



Notary Public - State of Florida  
Notary Print Name: Eva Gomez





MARSHA STILLER  
CLERK OF CIRCUIT COURT  
MARTIN CO., FL

RECORDED & INDEXED  
BY \_\_\_\_\_ O.C.

01272487

98 JAN -2 PM 3:23

THIS INSTRUMENT PREPARED BY  
AND IS TO BE RETURNED TO:  
Michael L. Dale, Esquire  
3154 SE Federal Highway  
Stuart, Florida 34997  
Courthouse Box 78

Grantee #1 S.S. No. \_\_\_\_\_  
Grantee #2 S.S. No. \_\_\_\_\_  
Property Appraiser's No. \_\_\_\_\_

DOC-DEED # 4095.00 MARSHA STILLER  
DOC-AMT# # \_\_\_\_\_ MARTIN COUNTY  
DOC-ADM # \_\_\_\_\_ CLERK OF CIRCUIT COURT  
INT. TAX # \_\_\_\_\_ BY [Signature] O.C.

**This Warranty Deed** Made and executed the 24<sup>th</sup> day of October, 1997, by INDIANTOWN COMPANY, INC., a Florida Corporation, and having its principal place of business at P.O. Box 518, Indiantown, FL 34956 hereinafter called the grantor, to ICO ENTERPRISES, INC., a Florida Corporation, whose post office address is P.O. BOX 518, Indiantown, FL 34956 hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the grantor, for and in consideration of the sum of TEN XX/100 (\$10.00) DOLLARS and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirms unto the grantee, all that certain land situate in Martin County, State of Florida, viz:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Together, with all the tenements, hereditaments and appurtenances thereto belonging to in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that it has good, right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

In Witness Whereof, the said corporation has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

ATTEST [Signature] INDIANTOWN COMPANY, INC., a Florida Corp.  
Secretary

Signed Sealed and delivered in the presence of:

[Signature]  
Witness Signature  
Printed Name: JERRY S. LITTLE

BY: [Signature]  
ROBERT M. POST, JR., President

[Signature]  
Witness Signature  
Printed Name: Kenneth A. Norman



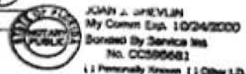
STATE OF FLORIDA  
COUNTY OF MARTIN

I hereby certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared ROBERT M. POST, JR., and ELIZABETH A. GENTRY known to me to be the President and Secretary respectively of INDIANTOWN COMPANY, INC., a Florida Corporation, the corporation in whose name the foregoing instrument was executed, and that they severally acknowledged executing the same for such corporation freely and voluntarily, under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation, that I relied upon the following forms of identification of the above-named person(s):

- personally known or
- has produced as identification \_\_\_\_\_

Witness my hand and official seal in the County and State last aforesaid this 24<sup>th</sup> day of October, 1997.

Sign [Signature]  
Print JOAN SHEVLIN  
State of Florida at Large (Seal)  
My commission expires:



ATTACHED TO AND MADE A PART OF THAT CERTAIN DEED FROM INDIANTOWN COMPANY, INC., A FLORIDA CORPORATION, TO ICO ENTERPRISES, INC., A FLORIDA CORPORATION DATED THE 24<sup>th</sup> DAY OF OCTOBER, 1997.

EXHIBIT "A"

**PARCEL ONE:** (water plant):

Being all of Tract "A", according to the unrecorded plat of INDIANTOWN INDUSTRIAL PARK, as recorded in Official Records Book 332, Page 2237, public records of Martin County, Florida.

TOGETHER WITH an easement over the Northeasterly 50.00 feet of Lots 1 through 12, inclusive, of Block 3, according to the unrecorded plat of INDIANTOWN INDUSTRIAL PARK as recorded in Official Records Book 332, Page 2237, public records of Martin County, Florida.

**PARCEL TWO:** (sewer plant):

Being a Parcel of land lying in Section 6, Township 40 South, Range 39 East, and being more particularly described as follows:

Being all of Lots 4 through 18, Block 11;

AND

Being all of Lots 3 through 26, Block 14;

AND

That portion of the 60.00 feet wide Right-of-way for Gateway Avenue being bounded on the South by the North right-of-way line of the Rowland Canal; on the North by the Southwesterly prolongation of the Northwesterly boundary of said Lot 4, Block 11, to the centerline of said right-of-way and the northeasterly prolongation of the Northwesterly boundary of Lot 3, Block 14, to the centerline of said right-of-way.

AND

That portion of the 60.00 feet wide Right-of-way for Forest Street, being bounded on the West by the centerline of Wood Street;

AND

That portion of the West 640 feet of the South 600 feet of the North 2350 feet of said Section 6, lying northerly of the existing Rowland Canal.

All according to the unrecorded plat of INDIANTOWN INDUSTRIAL PARK as recorded in Official Records Book 332, Page 2237, public records of Martin County, Florida.



THIS INSTRUMENT PREPARED BY  
AND IS TO BE RETURNED TO:

Michael L. Dale, Esq.  
2616 SE Willoughby Blvd.  
Suart, Florida 34994  
Courthouse Box 78

Grantee #1 S.S. No. \_\_\_\_\_  
Grantee #2 S.S. No. \_\_\_\_\_  
Parcel Identification No. \_\_\_\_\_  
6-40-39-001-013-00010-1

INSTR # 1996762  
OR BK 02227 PG 0287  
Pgs 0287 - 2887 (2 pgs)  
RECORDED 03/01/2007 02:44:16 PM  
MARSHA EWING  
CLERK OF MARTIN COUNTY FLORIDA  
DEED DOC TAX 2,335.90  
RECORDED BY S Phoenix

**WARRANTY DEED**  
(STATUTORY FORM - SECTION 689.02 F.S.)

THIS INDENTURE, made this 28<sup>th</sup> day of February, 2007, between, **ROBERT M. POST, JR., LLC, a Florida Limited Liability Company**, whose post office address is P. O. Box 518, Indiantown, Florida 34956, **Grantor**, and, **INDIANTOWN COMPANY, INC., a Florida Corporation**, whose post office address is P.O. Box 397, Indiantown, Florida 34956, **Grantee**;

**WITNESSETH**, that said **Grantor**, for and in consideration of the sum of TEN XX/100 (\$10.00) DOLLARS and other good and valuable considerations to said **Grantor** in hand paid by said **Grantee**, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said **Grantee**, and **Grantee's** heirs and assigns forever, the following described land, situate, lying and being in Martin County, Florida, to wit:

SEE EXHIBIT "A"

SUBJECT TO: Restrictions, reservations and easements of record and taxes for 2007 and subsequent years.

and said **Grantor** does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

("GRANTOR" and "GRANTEE" are used for singular or plural, as context requires.)

IN WITNESS WHEREOF, **Grantor** has hereunto set **Grantor's** hand and seal the day and year first written above.

Signed, sealed and delivered  
in the presence of:

**ROBERT M. POST, JR., LLC,**  
a Florida Limited Liability Company

By: [Signature]  
**ROBERT M. POST, JR., Manager**

[Signature]

Printed Name: Michael L. Dale

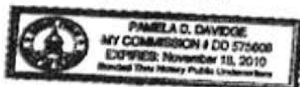
[Signature]

Printed Name: Pamela D. Davidge

STATE OF FLORIDA  
COUNTY OF MARTIN

I HEREBY CERTIFY that on this 28<sup>th</sup> day of February, 2007 before me, personally appeared, **ROBERT M. POST, JR., as Manager of ROBERT M. POST, JR., LLC, a Florida Limited Liability Company**, who  is/are personally known to me or  has/have produced \_\_\_\_\_ as identification, and who executed the foregoing instrument and acknowledged before me that he executed the same.

(Official Seal)



[Signature]  
Notary Public - State of Florida

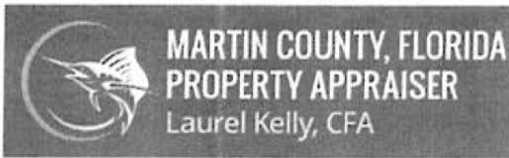
Printed Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

EXHIBIT "A"

A PARCEL OF LAND LYING IN SECTION 6 TOWNSHIP 40 SOUTH, RANGE 39 EAST, AND BEING A PORTION OF LOT 1 AND ALL OF LOTS 2 THROUGH 6, BLOCK 13; A PORTION OF LOT 1 AND ALL OF LOT 2, BLOCK 14; A PORTION OF WOOD STREET RIGHT-OF-WAY; A PORTION OF GATEWAY AVENUE RIGHT-OF-WAY; AND A PORTION OF THE RAILROAD SPUR EASEMENT LYING BETWEEN SAID BLOCKS 13 AND 14, ALL ACCORDING TO THE UNRECORDED PLAT OF INDIANTOWN INDUSTRIAL PARK AS RECORDED IN OFFICIAL RECORDS BOOK 332, PAGE 2234, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE POINT OF INTERSECTION OF THE WEST LINE OF SAID SECTION 6 AND THE NORTH RIGHT-OF-WAY LINE OF THE SEABOARD AIR LINE RAILROAD; THENCE S 00°51'50" E, ALONG THE SAID WEST LINE OF SECTION 6, DISTANCE OF 440.00 FEET TO POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PROPERTY:

THENCE CONTINUE S 00°51'50" E, ALONG SAID SECTION LINE, A DISTANCE OF 573.86 FEET, TO THE INTERSECTION WITH THE WESTERLY PROLONGATION OF THE NORTHERLY RIGHT-OF-WAY LINE OF FOREST STREET; THENCE N 89°08'10" E, ALONG THE SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 225.00 FEET, TO THE EAST LINE OF THE SAID RAILROAD SPUR EASEMENT; THENCE N 00°51'50" W, ALONG SAID EAST LINE, A DISTANCE OF 300.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, BLOCK 14; THENCE S 68°53'17" E, ALONG THE SOUTHERLY LINE OF SAID LOTS 1 AND 2, BLOCK 14, A DISTANCE OF 130.66 FEET, TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE N 21°32'16" E, ALONG THE EASTERLY BOUNDARY OF SAID LOT 2, A DISTANCE OF 206.84 FEET TO THE INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID GATEWAY AVENUE; THENCE N 35°46'20" E A DISTANCE OF 30.00 FEET TO THE CENTERLINE OF SAID GATEWAY AVENUE; THENCE N 54°13'40" W, ALONG SAID CENTERLINE A DISTANCE OF 27.46 FEET; THENCE N 35°46'20" E A DISTANCE OF 30.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID GATEWAY AVENUE; THENCE N 54°13'40" W, ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 34.46 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 235.00 FEET; THENCE, DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, NORTHWESTERLY AND WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 150.26 FEET THROUGH A CENTRAL ANGLE OF 36°38'09"; THENCE S 89°08'10" W A DISTANCE OF 270.88 FEET TO THE POINT OF BEGINNING.



Site Provided by  
governmax.com



Parcel ID	Account #	Unit Address	Market Total Value	Website Updated
06-40-39-001-000-00001-0	233649	UNASSIGNED, INDIANTOWN	\$100	11/9/2019

<b>Owner(Current)</b>	INDIANTOWN COMPANY INC
<b>Owner/Mail Address</b>	PO BOX 397 INDIANTOWN FL 34956-0397
<b>Sale Date</b>	10/25/1952
<b>Document Book/Page</b>	<u>0059 0223</u>
<b>Document No.</b>	
<b>Sale Price</b>	0

<b>Account #</b>	233649	<b>Map Page No.</b>	
<b>Tax District</b>	8018	<b>Legal Description</b>	ANY & ALL THOSE STREET R/W'S . AS SHOWN ON THE UNRECORDED PLAT OF INDIANTOWN INDUSTRIAL PARK LYING IN SE 1/4 OF SEC 6 T40S R39E, (LESS ANY PREVIOUSLY CONVEYED & LESS CARRIER ST & MARKET ST R/W'S TO COUNTY IN OR 2196/1433 & LESS THAT RY SPUR ESMT BETWEEN BLKS 1 & 3 PER OR 2395/2180). .....
<b>Parcel Address</b>	UNASSIGNED, INDIANTOWN		
<b>Acres</b>	6.4030		

NOTE: Legal description as shown is not to

**Martin County, Florida - Laurel Kelly, C.F.A**

generated on 11/13/2019 10:08:33 AM EST

**Summary**

Parcel ID	Account #	Unit Address	Market Total Value	Website Updated
05-40-39-006-039-00110-2	64738	150 ST, INDIANTOWN	\$4,250	11/9/2019

**Owner Information**

Owner(Current)	INDIANTOWN CO INC
Owner/Mail Address	PO BOX 397 INDIANTOWN FL 34956
Sale Date	2/16/2001
Document Book/Page	<u>1534 1555</u>
Document No.	JMB
Sale Price	0

*150 ST, Indiantown*



**Location/Description**

Account #	64738	Map Page No.	J-058
Tax District	8018	Legal Description	INDIANTOWN PLAT B E 15' OF LOT 10 & ALL LOT 11 BLK 39
Parcel Address	150 ST, INDIANTOWN		
Acres	.1940		

**NOTE:** Legal description as shown is not to be used on legal documents. The legal description is intended for general information only. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the legal description.

**Parcel Type**

Use Code	0000 Vacant Residential
Neighborhood	640020 Indiantown Park

**Assessment Information**

Market Land Value	\$4,250
Market Improvement Value	
Market Total Value	\$4,250

**Martin County, Florida - Laurel Kelly,  
C.F.A**

generated on 11/13/2019 11:25:25 AM EST

**Summary**

Parcel ID	Account #	Unit Address	Market Total Value	Website Updated
07-40-39-000-000-00022-0	1107096	MARKET ST.	\$176,940	11/9/2019

**Owner Information**

Owner(Current)	INDIANTOWN COMPANY INC
Owner/Mail Address	PO BOX 397 INDIANTOWN FL 34958-0397
Sale Date	8/6/2010
Document Book/Page	<u>2468 1259</u>
Document No.	2225264
Sale Price	100

**Location/Description**

Account #	1107096	Map Page No.	J-7/8
Tax District	8018	Legal Description	N 1000' OF THE E 1/2 OF NE 1/4 OF NW 1/4 OF SEC 7-40-39 (LESS W 198' THEREOF)
Parcel Address	MARKET ST.		
Acres	25.7000		

**NOTE: Legal description as shown is not to be used on legal documents. The legal description is intended for general information only. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the legal description.**

**Parcel Type**

Use Code	9900 Vacant Acreage
Neighborhood	63708 Indiantown

**Assessment Information**

Market Land Value	\$176,940
Market Improvement Value	
Market Total Value	\$176,940



**Martin County, Florida - Laurel Kelly, C.F.A  
Summary**

generated on 11/13/2019 9:59:28 AM EST

Parcel ID	Account #	Unit Address	Market Total Value	Website Updated
06-40-39-000-000-00070-6	64773	14843 SW 168TH AVE, INDIANTOWN	\$308,660	11/9/2019

**Owner Information**

Owner(Current)	INDIANTOWN COMPANY INC
Owner/Mail Address	PO BOX 397 INDIANTOWN FL 34956-0397
Sale Date	10/24/1997
Document Book/Page	<u>1281 1170</u>
Document No.	
Sale Price	585000

**Location/Description**

Account #	64773	Map Page No.	J-6A
Tax District	8018	Legal Description	WASTEWATER TREATMENT PLANT SITE - BEING THAT PART OF W 840 OF S 800 OF N 2350 OF SEC 6-40-39 LYING NLY OF CANAL & LOTS 4 TO 18 BLK 11 & LOTS 3 TO 26, BLK 14, INDIANTOWN INDUSTRIAL PARK & THAT PT OF 60 RW FOR GATEWAY LYING ADJ BOUNDED ON S BY N RW ROWLAND CANAL & N BY EXT OF NLN OF LT 3 BLK 14 & LT 4 BLK 11 & THAT PT OF FOREST ST BOUNDED W BY C/L OF WOOD ST (FOR REF FOR INDIANTOWN INDUSTRIAL PK SEE OR 322/2237) ... PER UNITY OF TITLE IN OR 2281/1538 ...
Parcel Address	14843 SW 168TH AVE, INDIANTOWN		
Acres	24.9600		

**NOTE: Legal description as shown is not to be used on legal documents. The legal description is intended for general information only. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the legal description.**

**Parcel Type**

Use Code	9100 UtilityGasElectricTelep
Neighborhood	60251 Indiantown Wellfield Area

**Assessment Information**

Market Land Value	\$230,870
Market Improvement Value	\$77,790
Market Total Value	\$308,660

**Martin County, Florida - Laurel Kelly,  
C.F.A**

generated on 11/13/2019 11:15:02 AM EST

**Summary**

Parcel ID	Account #	Unit Address	Market Total Value	Website Updated
06-40-39-001-000-00001-0	233649	UNASSIGNED, INDIANTOWN	\$100	11/9/2019

**Owner Information**

Owner(Current)	INDIANTOWN COMPANY INC
Owner/Mail Address	PO BOX 397 INDIANTOWN FL 34956-0397
Sale Date	10/25/1952
Document Book/Page	<u>0059 0223</u>
Document No.	
Sale Price	0



**Location/Description**

Account #	Tax District	Parcel Address	Acres	Map Page No.	Legal Description
233649	8018	UNASSIGNED, INDIANTOWN,	6.4030		ANY & ALL THOSE STREET R/W'S. AS SHOWN ON THE UNRECORDED PLAT OF INDIANTOWN INDUSTRIAL PARK LYING IN SE 1/4 OF SEC 6 T40S R39E. (LESS ANY PREVIOUSLY CONVEYED & LESS CARRIER ST & MARKET ST R/W'S TO COUNTY IN OR 2196/1433 & LESS THAT RY SPUR ESMT BETWEEN BLKS 1 & 3 PER OR 2395/2180). ....

**NOTE:** Legal description as shown is not to be used on legal documents. The legal description is intended for general information only. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the legal description.

**Martin County, Florida - Laurel Kelly,  
C.F.A**

generated on 11/13/2019 11:16:18 AM EST

**Summary**

Parcel ID	Account #	Unit Address	Market Total Value	Website Updated
06-40-39-001-002-00000-6	64796	POST DR, INDIANTOWN	\$27,700	11/9/2019

**Owner Information**

Owner(Current)	INDIANTOWN COMPANY INC
Owner/Mail Address	PO BOX 397 INDIANTOWN FL 34956-0397
Sale Date	9/17/2010
Document Book/Page	<u>2475 2288</u>
Document No.	2232449
Sale Price	15000



**Location/Description**

Account #	64796	Map Page No.	J-6B
Tax District	8018	Legal Description	INDIANTOWN INDUSTRIAL PARK BLK 2
Parcel Address	POST DR, INDIANTOWN		
Acres	1.2000		

NOTE: Legal description as shown is not to be used on legal documents. The legal description is intended for general information only. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the legal description.

**Parcel Type**

Use Code	7000 Vacant Institutional
Neighborhood	60251 Indiantown Wellfield Area

**Assessment Information**

Market Land Value	\$27,700
Market Improvement Value	
Market Total Value	\$27,700

Summary

Parcel ID	Account #	Unit Address	Market Total Value	Website Updated
06-40-39-001-013-00010-1	64811	SW 168TH AVE, INDIANTOWN	\$171,770	11/9/2019

Owner Information

Owner(Current)	INDIANTOWN COMPANY INC
Owner/Mail Address	PO BOX 397 INDIANTOWN FL 34956-0397
Sale Date	3/1/2007
Document Book/Page	<u>2227 0287</u>
Document No.	1996762
Sale Price	333700

Location/Description

Account #	Map Page No.	Legal Description
64811	J-6A	INDIANTOWN INDUSTRIAL PARK UNRECORDED - PORTION OF LOT 1 & ALL LOTS 2 THRU 6, BLK 13 & 30 WIDE STRIP W OF & ADJ TO SAID LOTS. & RR SPUR E OF & ADJ TO SAID LOTS. & PORTION OF GATEWAY AVE ... & PORTION OF LOT 1 & ALL OF LOT 2 BLK 14 ... MORE PARTICULARLY DESCRIBED IN OR 1281/1160 BEING SAME IN OR 1559/2347 & BEING SAME IN OR 1968/0720 BEING A PORTION OF PARCEL 10 ...
8018		
SW 168TH AVE, INDIANTOWN		
4.1400		

NOTE: Legal description as shown is not to be used on legal documents. The legal description is intended for general information only. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the legal description.

Parcel Type

Use Code	4000 Vacant Industrial
Neighborhood	60300 Indiantown Comm S Warfield

Assessment Information

Market Land Value	\$171,770
Market Improvement Value	
Market Total Value	\$171,770

**Martin County, Florida - Laurel Kelly, C.F.A  
Summary**

generated on 11/13/2019 10:24:24 AM EST

Parcel ID	Account #	Unit Address	Market Total Value	Website Updated
06-40-39-001-016-00000-6	64813	15853 SW FARM RD. INDIANTOWN	\$209,960	11/9/2019

**Owner Information**

Owner(Current)	INDIANTOWN COMPANY INC
Owner/Mail Address	PO BOX 397 INDIANTOWN FL 34956-0397
Sale Date	10/24/1997
Document Book/Page	<u>1281 1170</u>
Document No.	
Sale Price	585000

**Location/Description**

Account #	64813	Map Page No.	J-6B
Tax District	8018	Legal Description	INDIANTOWN INDUSTRIAL PARK TRACT "A" & SPUR ESMT ADJ TO NORTH PER DB 59/223
Parcel Address	15853 SW FARM RD. INDIANTOWN		
Acres	7.1100		

**NOTE: Legal description as shown is not to be used on legal documents. The legal description is intended for general information only. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the legal description.**

**Parcel Type**

Use Code	9100 UtilityGasElectricTelep
Neighborhood	60251 Indiantown Wellfield Area

**Assessment Information**

Market Land Value	\$164,150
Market Improvement Value	\$45,810
Market Total Value	\$209,960

Acct No. 1114487

Martin County Property Information Lookup		
General Information	Property Location Map	
Parcel #: 064039000950000100		
Owner Name: INDIANTOWN COMPANY INC		
Owner Address: PO BOX 397 INDIANTOWN, FL 34956-0397		
Site Address:		
Storm Surge Evacuation Zone: N/A		
Flood Zone: AE,X		
Base Flood Elevation: N/A' NAVD		
FIRM Panel: 12085C0265G		
Urban Service District: Primary		
Municipality: Indiantown		
Taxing District: District 3		
ISO-PPC Rating: 3		
Subdivision Infill applicability: Yes		
<b>Building Design Wind Speed</b>		<b>Election Information</b>
Occupancy Category I: 140		Election information obtained from the <a href="#">Martin County GIS</a> system. If there are any questions, please contact the <a href="#">Martin County Supervisor of Elections</a> at 772-288-5637
Occupancy Category II: 150	Voter Precinct: 16	
Occupancy Category III and IV: 160	Commission District: 3	
<b>Land Use</b>	Commissioner: Harold Jenkins 772-288-5400	
*NOTE: Land Use information can change frequently, please verify with the <a href="#">Martin County Growth Management Department</a> at 772-288-5495	Clerk of Circuit: Carolyn Timmann 772-288-5576	
Zoning: PUD	Court: William Snyder 772-220-7000	
Zoning Details: Res. 08-2.14	County Sheriff: William Snyder 772-220-7000	
Future Landuse: MEDIUM DENSITY, COMM. GENERAL, LOW DENSITY	Property Appraiser: Laurel Kelly 772-288-5608	
Landuse Details: N/A	School Superintendent: Laurie J. Gaylord 772-219-1200	
<b>Community Redevelopment</b>	School Supervisor of Elections: Vicki Davis 772-288-5637	
CRA: N/A	Tax Collector: Ruth Pietruszewski 772-288-5600	
Zoning Overlay Zone: N/A	<b>Utilities &amp; Solid Waste</b>	
Mixed Use Areas: N/A	Service: Utility: Availability: Phone:	
<b>Schools</b>	Water: Indiantown Company Call 772-597-2121	
School information obtained from the <a href="#">Martin County School District</a> system. If there are any questions, please contact the Martin County School District at 772-219-1200	Sewer: Indiantown Company Call 772-597-2121	
Elementary School: Warfield Elem	Recycle Collection: N/A	
Middle School: Indiantown Middle School	Trash Collection: N/A	
High School: South Fork High School	Print	
Created: November, 13th, 2019 10:55 AM		
<small>Disclaimer: The Geographic Information System map product, received from Martin County, ("COUNTY") is provided "as is" without warranty of any kind, and the COUNTY expressly disclaims all express and implied warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. The COUNTY does not warrant, guarantee, or make any representations regarding the use, or the results of the use, of the information presented on this COUNTY.</small>		

**Martin County, Florida - Laurel Kelly, C.F.A  
Summary**

generated on 11/13/2019 10:40:53 AM EST

Parcel ID	Account #	Unit Address	Market Total Value	Website Updated
06-40-39-000-950-00010-0	1114482	UNASSIGNED.	\$100	11/9/2019

**Owner Information**

Owner(Current)	INDIANTOWN COMPANY INC
Owner/Mail Address	PO BOX 397 INDIANTOWN FL 34956-0397
Sale Date	
Document Book/Page	
Document No.	
Sale Price	

**Location/Description**

Account #	1114482	Map Page No.	J-06A J-06B
Tax District	8018	Legal Description	THAT PORTION OF ROWLAND CANAL RW - ESMT IN SEC 6 T40S R36E LYING NLY OF SW FARM RD & WLY OF SW 150TH ST PER OR 49/116
Parcel Address	UNASSIGNED.		
Acres	7.9400		

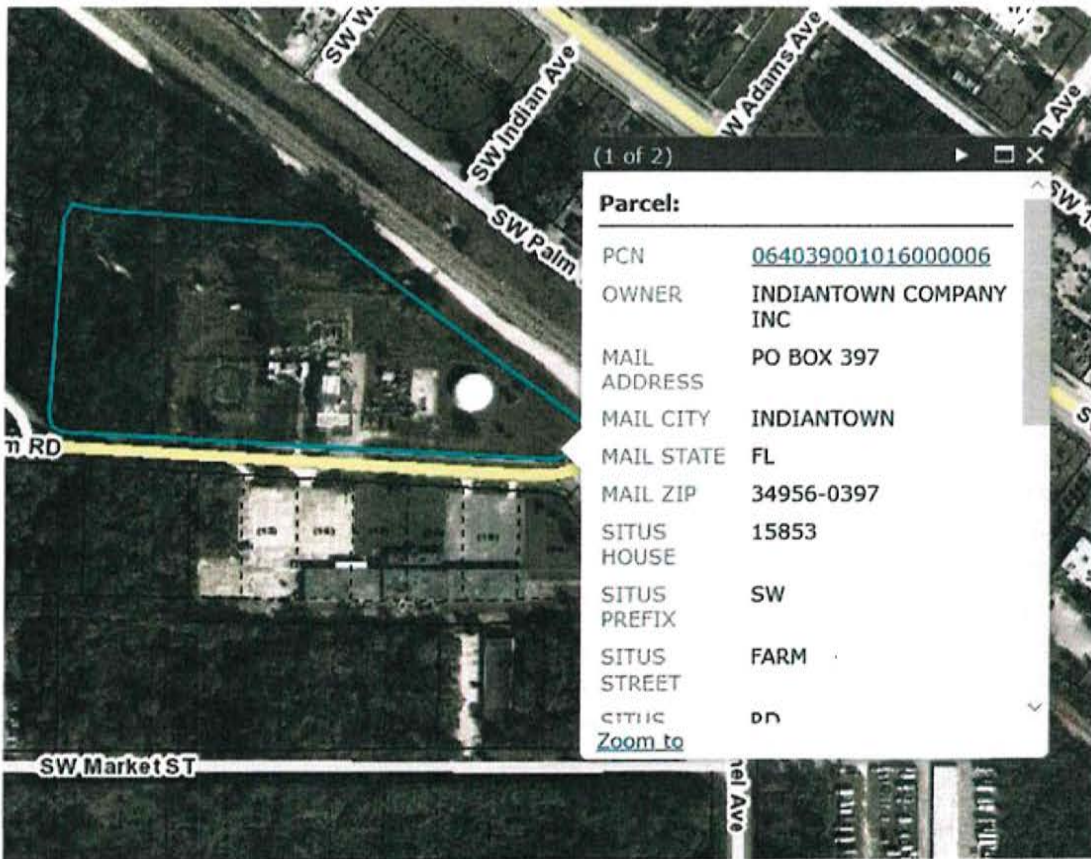
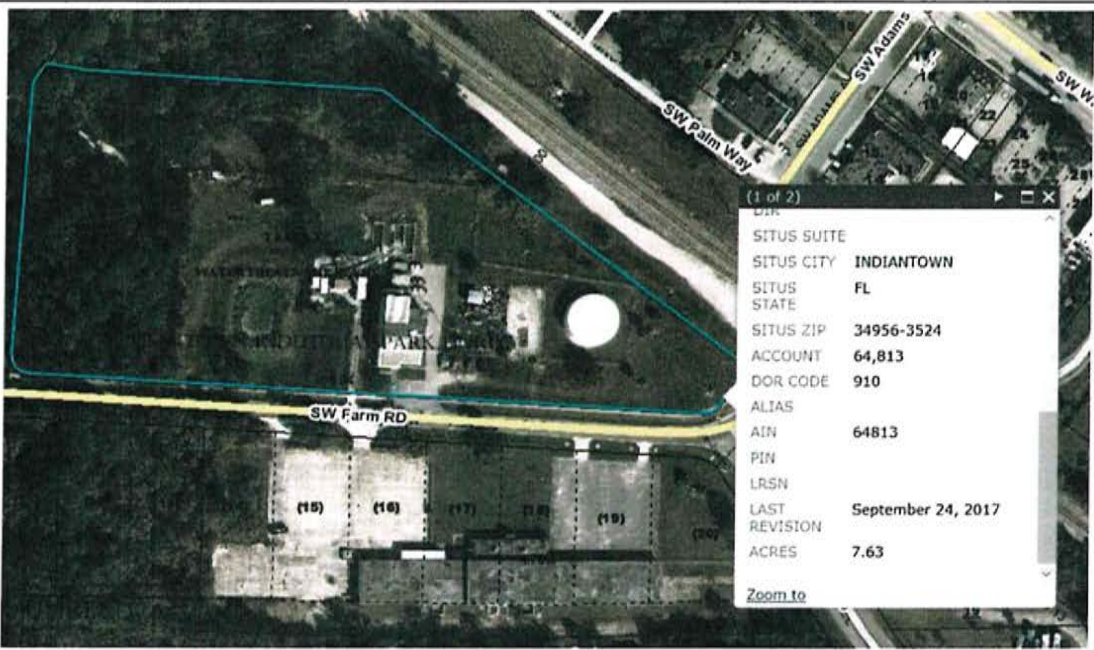
**NOTE:** Legal description as shown is not to be used on legal documents. The legal description is intended for general information only. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the legal description.

**Parcel Type**

Use Code	9400 Right of way streetsRoads
Neighborhood	36900 R/W & Easements, County Wide

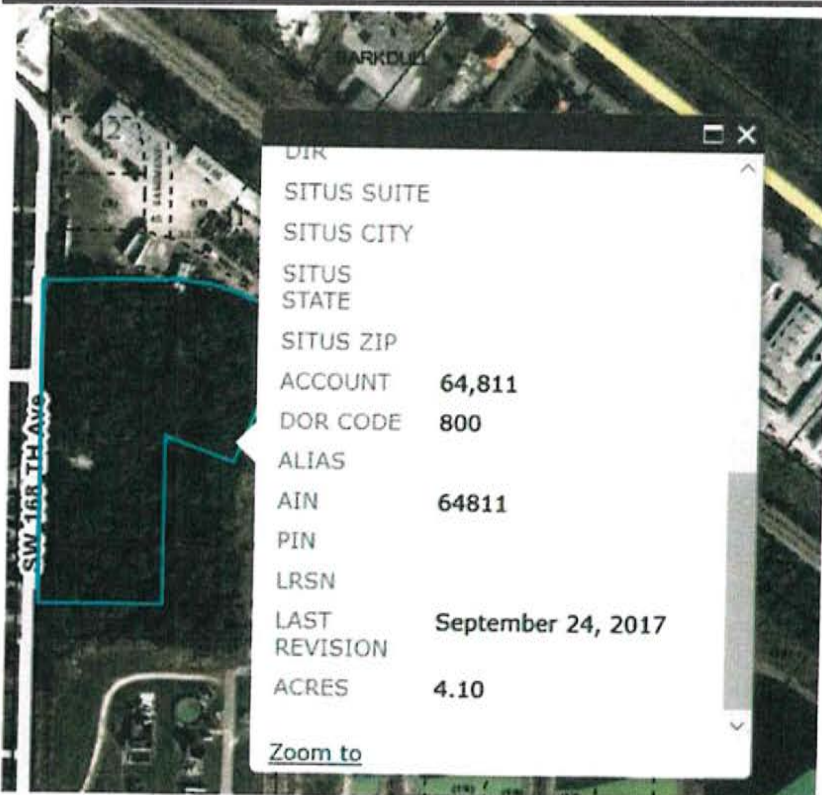
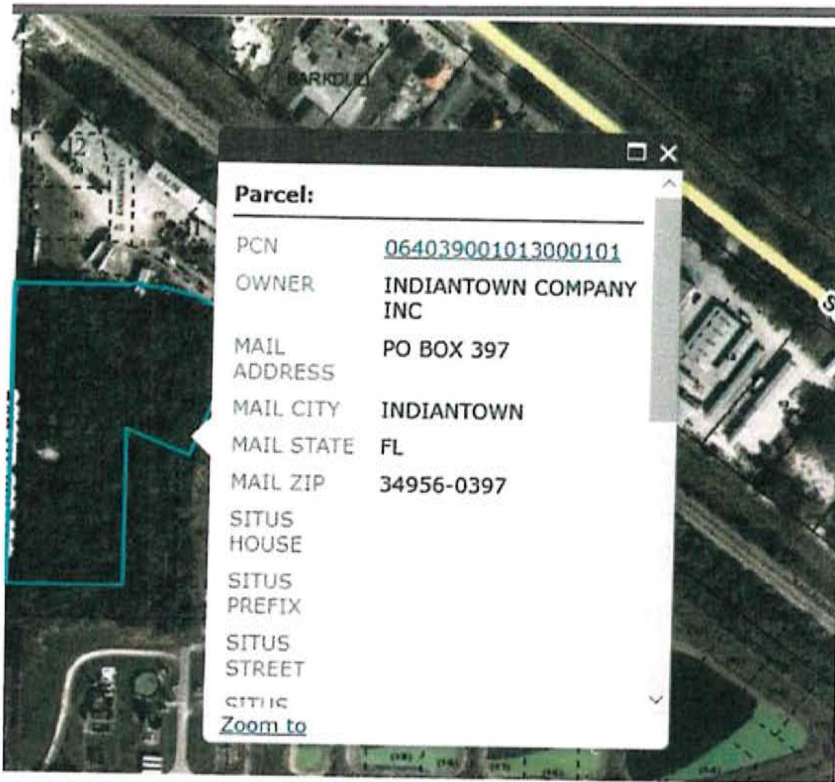
**Assessment Information**

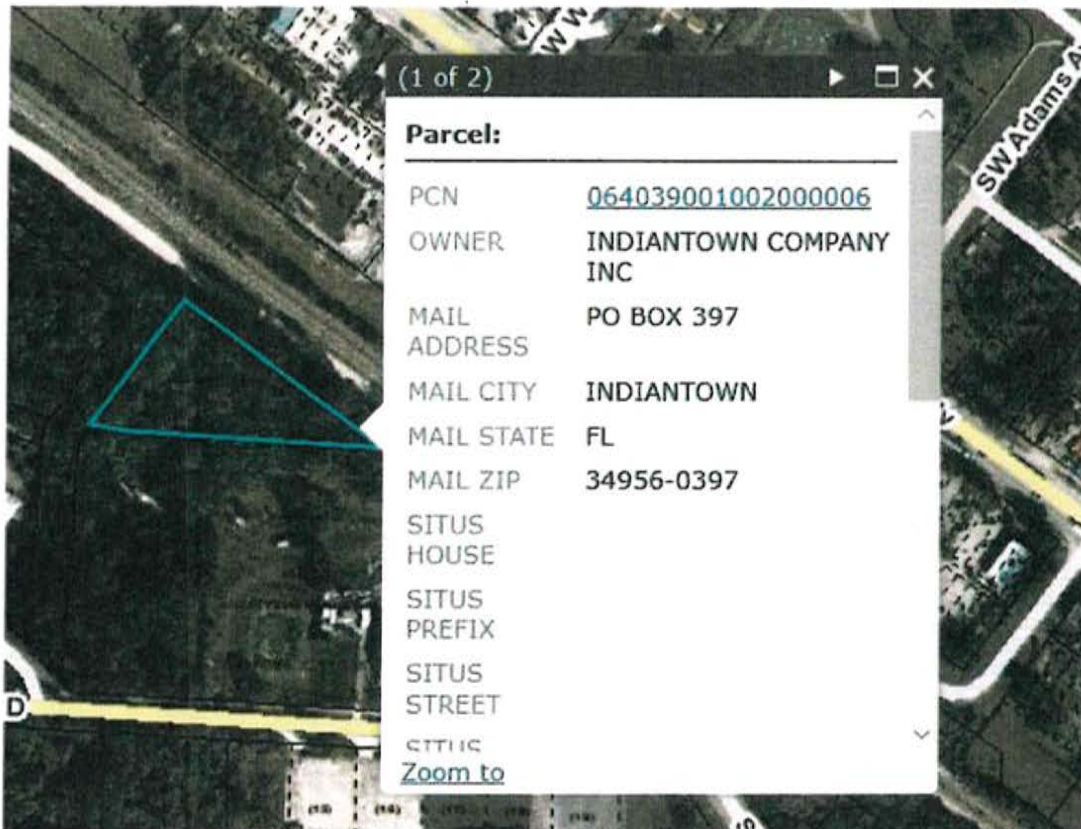
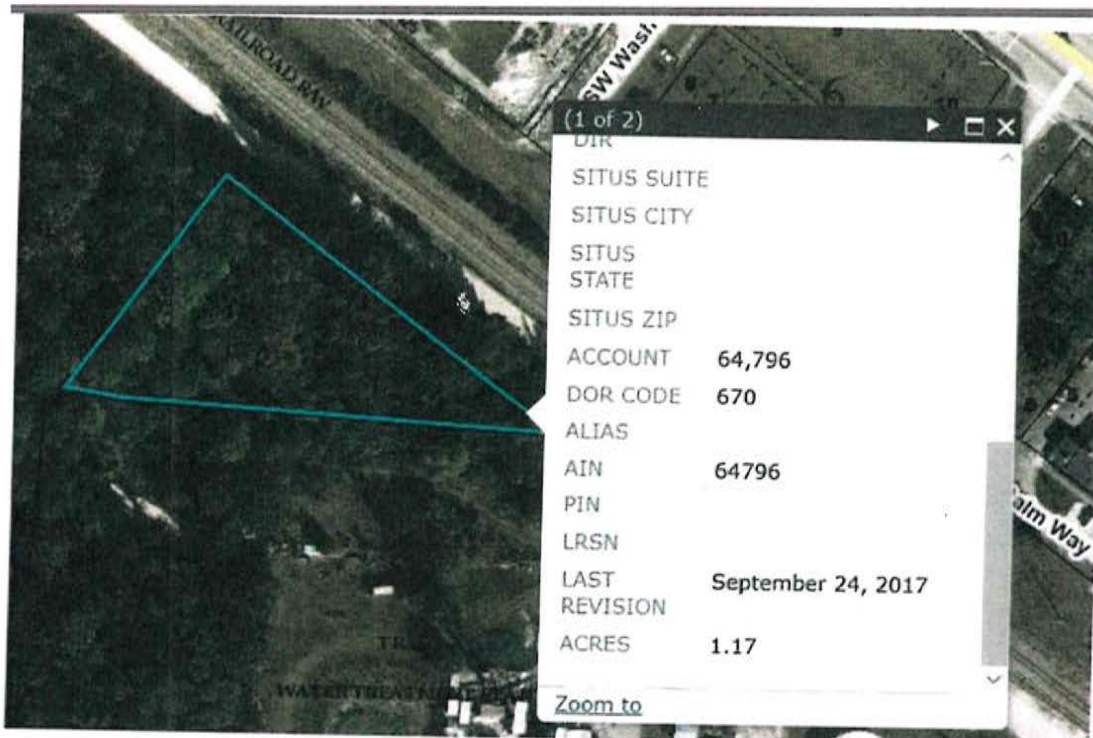
Market Land Value	\$100
Market Improvement Value	
Market Total Value	\$100

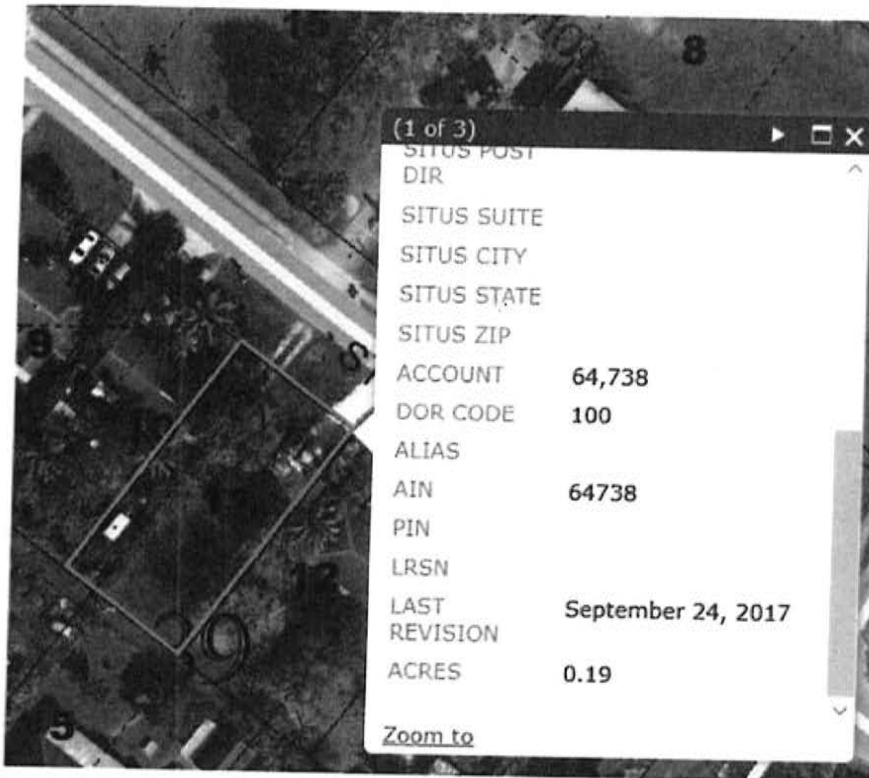


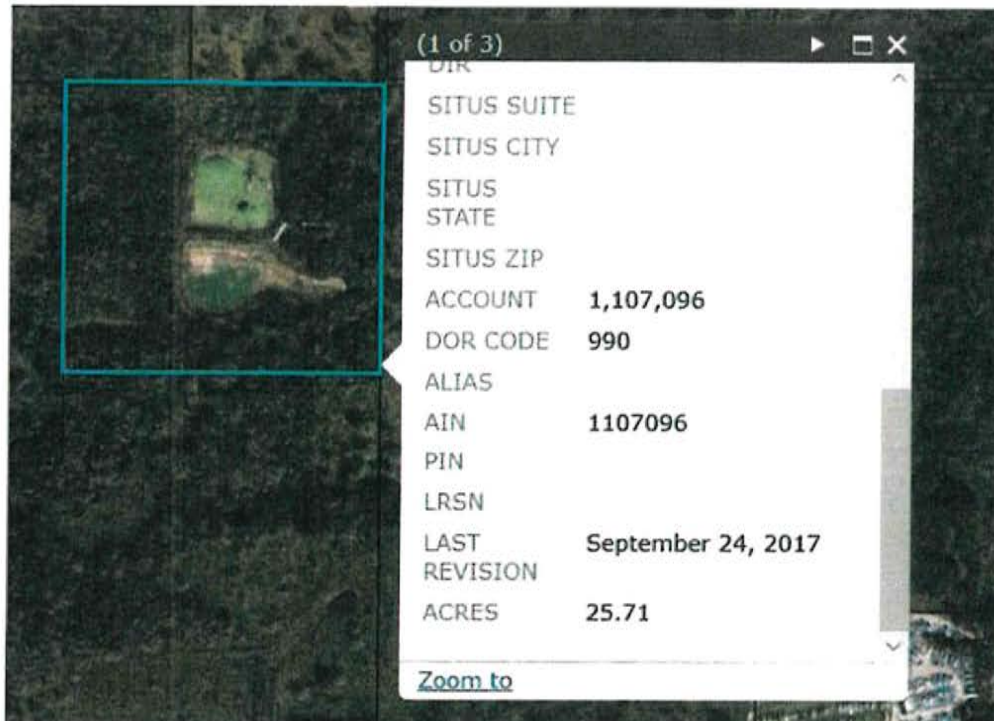
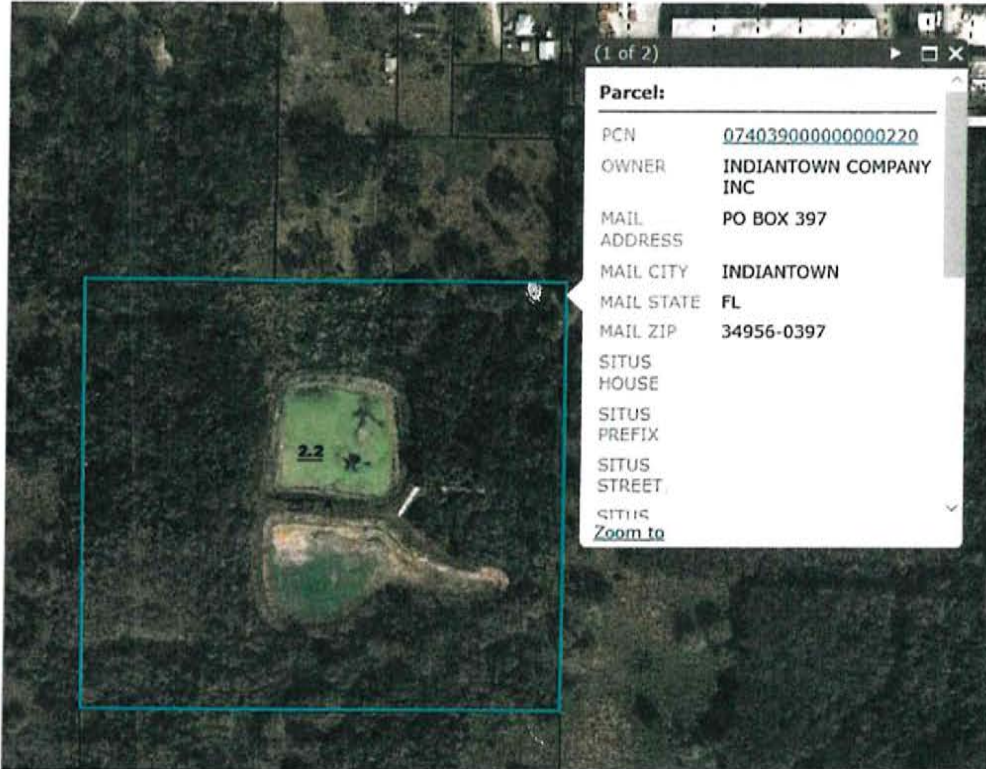


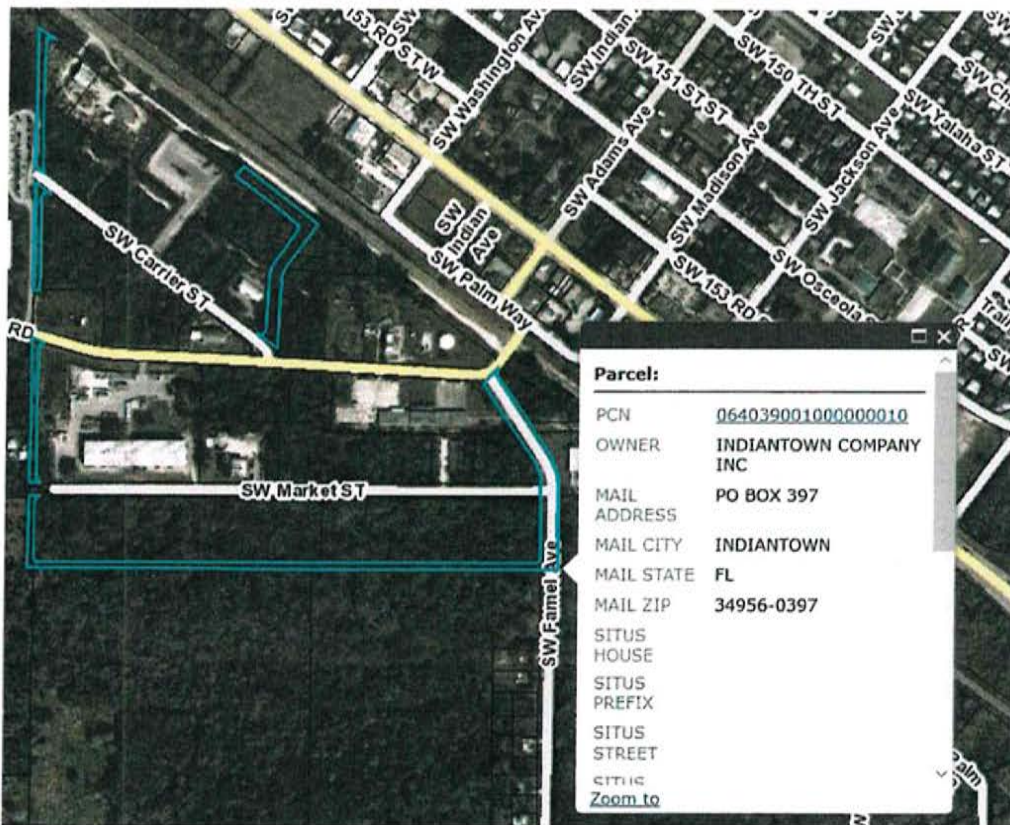
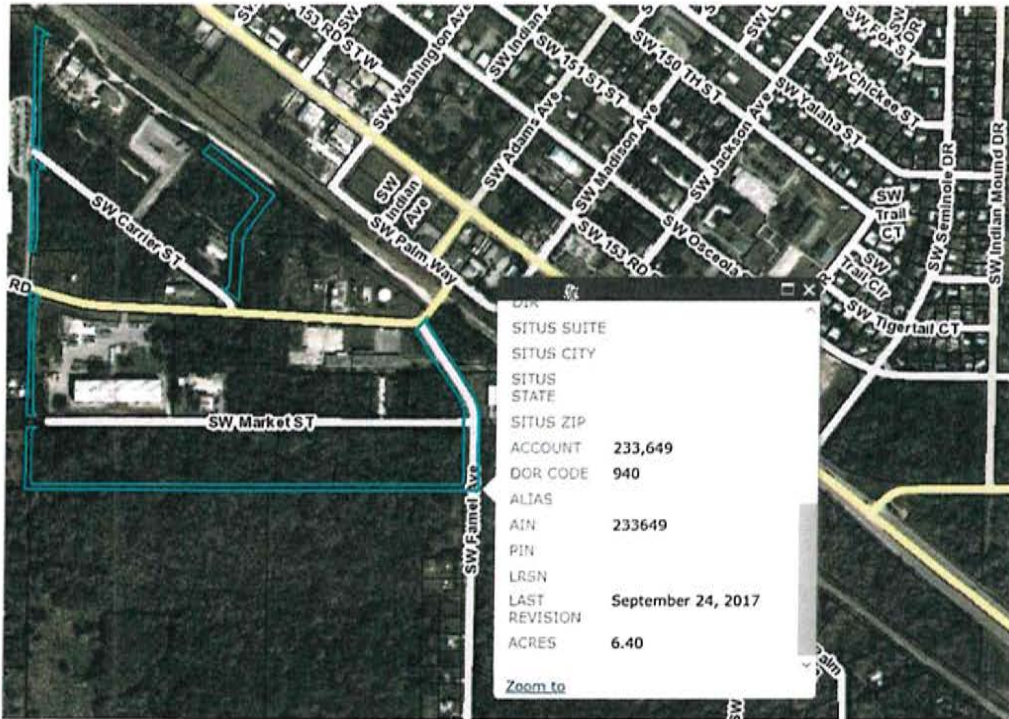












### **Schedule 1.2 – Listing of Excluded Assets**

All assets not included in Schedule 1.1 – List of Assets, including, but not limited to cash, cash equivalents, checking accounts, savings accounts, money market accounts, securities, stocks, working capital items, Accounts and Notes Receivables (including Interest Receivables associated with the notes) from Seller's Affiliated Companies (including Postco, Inc., ITS Telecommunications Systems, Inc., and ITS Fiber, LLC), Notes Receivable (including Interest Receivables associated with the notes) from Directors and Officers, Other Accounts Receivables other than the Accounts Receivables for which 95% credit to Seller is covered in Section 1.3(b)(ii), any other Notes Receivable (including Interest Receivables associated with the notes), any Receivable for Guaranteed Revenues earned prior to close, any previously collected monies for Administrative Fees in connection with Developer Agreements and any previously collected cash CIAC.

## Schedule 1.3 – Listing of Contractual Obligations

### Contracts

Bay State Milling Company  
Bowman Consulting Group, Ltd  
Bowman Consulting Group, Ltd  
Bowman Consulting Group, Ltd  
Bowman Consulting Group, Ltd  
Bowman Consulting Group, Ltd  
CSX Transportation, Inc.  
Dietz Enterprises  
Florida Power & Light Company  
Florida Rural Water Association  
Indiantown Cogeneration, L.P.  
Martin County  
Seaboard Air Line Railroad Company  
Seaboard System Railroad, Inc.  
Town of Jupiter Island, Florida  
Unifirst Corporation  
Whiting Construction

### Developer Agreements

Bible Church of God, Incorporated  
Florida Power & Light Company - Fire Line  
Florida Power & Light Company - Water Main  
Floridian Natural Gas Storage Company, LLC  
Habitat for Humanity, Inc.  
ILICO B, LLC  
Porto Properties, LLC  
Sandy Oaks Group, LLC  
Skyfarm Strategic Capital, LLC  
Village Square Two, LLC dba Casa Bella

### Leases

Martin County



LATE FILED COMPOSITE EXHIBIT B

ITEMS REQUIRED TO PAY REGULATORY ASSESSMENT FEES FROM  
JANUARY 1, 2020 UNTIL SEPTEMBER 30, 2020