

N/A

Website Address

669-W

571-S

Water Certificate No.

Wastewater Certificate No.

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

Martin S. Friedman, Esquire - Dean Mead Law Firm

Name

420 S. Orange Ave., Suite 700

Mailing Address

Orlando

FL

32801

City

State

Zip Code

(407) 310-2077

(407) 423-1831

Phone Number

Fax Number

mfriedman@deanmead.com

E-Mail Address

- C) Contact Information for Governmental Authority. The name, address, telephone number, and if applicable, fax number, and e-mail address of the governmental authority.

Wildwood Utility Dependent District

Governmental Authority's Name

984 Old Mill Run

Office Street Address

The Villages

FL

32162

City

State

Zip Code

(352) 751-3939

(352) 753-6430

Phone Number

Fax Number

Kenneth.Blocker@districtgov.org

E-Mail Address

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

Kenneth C. Blocker, District Manager

Name

Same as above

Mailing Address

City

State

Zip Code

() -

Phone Number

() -

Fax Number

E-Mail Address

PART II TRANSFER OF FACILITIES

A) DESCRIPTION OF SALE/TRANSFER AGREEMENT

- 1) Exhibit _____ - Provide the date on which the governmental authority assumed ownership or proposes to assume ownership, operation, management, or control of the utility. The transfer of facilities, or any portion thereof, from a regulated utility to a governmental authority shall be effective as of the date the governmental authority assumes ownership, operation, management, or control.

October 25, 2021

- 2) Exhibit "A:" - Provide a copy of the contract or other document transferring the utility system to the governmental authority.

- 3) Exhibit _____ - Provide a statement that the governmental authority obtained from the utility or Commission the most recent available annual report.

The Wildwood Utility Dependent District obtained the financial information it was required to pursuant to Section 367.071(4)(a), F.S.

- 4) Exhibit _____ - Provide a statement describing the disposition of customer deposits and interest thereon.

The Utility did not collect customer deposits so this is not applicable.

- 5) Exhibit _____ - Provide a statement regarding the disposition of outstanding regulatory assessment fees, fines or refunds owed. The transfer of a regulated utility to a governmental authority shall not affect the utility's obligation to complete payment of regulatory assessment fees pursuant to Rule 25-30.120, F.A.C.

The Utility will pay the regulatory assessment fees when due.

B) DESCRIPTION OF FACILITIES NOT TRANSFERRED

If a utility is transferring only a portion of its facilities to a governmental authority, it must provide the following additional information:

- 1) Exhibit _____ - A list of any utility assets not transferred to the governmental authority, if such remaining assets constitute a system providing or proposing to provide water or wastewater service to the public for compensation.
- 2) Exhibit _____ - A legal description of the territory not transferred to the governmental authority in the format prescribed in Rule 25-30.029, F.A.C.
- 3) Exhibit _____ - An official county tax assessment map or other map showing township, range, and section with a scale such as 1" = 200' or 1" = 400', with the remaining territory plotted thereon, consistent with the legal description provided in II.B.1.b. above.
- 4) Exhibit _____ - A tariff containing all rates, classifications, charges, rules, and regulations, which shall be consistent with Chapter 25-9, F.A.C. See Rule 25-30.038, F.A.C., for information about water and wastewater tariffs that are available and may be completed by the applicant and included in the application.

PART III SIGNATURE

Please sign and date the utility's completed application.

APPLICATION SUBMITTED BY: /s/ Martin S. Friedman
Applicant's Signature

Martin S. Friedman
Applicant's Name (Printed)

Attorney
Applicant's Title

October 26, 2021
Date

EXHIBIT "A"

OFFER TO SELL AND AGREEMENT FOR PURCHASE AND SALE

THIS AGREEMENT FOR PURCHASE AND SALE ("Agreement") is made this 13th day of May, 2021 (the "Effective Date"), by and among **SOUTH SUMTER UTILITY COMPANY, LLC**, a Florida limited liability company (hereinafter, the "Seller") whose address is 3619 Kiessel Road, The Villages, Florida 32163; and the **WILDWOOD UTILITY DEPENDENT DISTRICT**, a dependent district of City of Wildwood, Florida, as authorized by Chapter 189, Florida Statutes, and Article VIII Section 2, Florida Constitution and created pursuant to Ordinance No. 2021-16 duly adopted by the Wildwood City Commission on March 22, 2021 (hereinafter the "Purchaser") whose address is 984 Old Mill Run, The Villages, Florida 32162.

RECITALS

A. Seller owns, operates, and continues to construct a potable water treatment and distribution system (hereinafter the "Potable Water System") and a wastewater collection, treatment and disposal system (hereinafter the "Wastewater System") (hereinafter, the Potable Water System and Wastewater System are jointly referred to as the "Utility System"). Seller is in the process of completing the buildout of the Utility System, as outlined herein.

B. The Utility System was and is being developed to provide potable water and wastewater services to all residential, commercial, and industrial users in a portion of the mixed-use development commonly referred to as "The Villages" located in portions of the City of Wildwood, the City of Leesburg and unincorporated Sumter County, all located in Florida, within a Service Area more specifically described herein in which the Seller has the exclusive right to provide potable water and wastewater service.

C. Purchaser is authorized to acquire, own and operate that portion of the Utility System located in the District, and will, by virtue of the Interlocal Agreements and Franchise Agreements (each as defined below) be authorized to acquire, own and operate the other parts of the Utility System.

D. Purchaser intends that the purchase price for the Utility System shall be payable as set forth herein from the proceeds of tax-exempt and/or taxable utility revenue bonds to be issued by the Purchaser on the Closing Date (defined below) (the "Bonds"), the terms of which shall be set forth in a trust indenture between the Purchaser as issuer and the trustee named therein (the "Trust Indenture"), or from other legally available funds of the Purchaser, subject to the terms and conditions of this Agreement and the Trust Indenture.

E. At this time, Purchaser and Seller wish to set forth the terms and provisions of their agreement for the purchase and sale of the Utility System.

F. Purchaser and Seller acknowledge that the purchase of the real property associated with the Utility System that is memorialized by this Agreement is being made under the threat of condemnation pursuant to Florida law, and that this transaction is in lieu of such condemnation.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, and other good and valuable consideration, the receipt of which is acknowledged, Seller and Purchaser hereby agree that the foregoing Recitals are true and correct, and hereby incorporate them into this Agreement in full, and further agree as follows:

1. FURNISHING OF DOCUMENTS AND EXHIBITS.

A. **Seller's Furnishing of Documents.** Exhibits A, B, C, D, D-1, G, J, K, M, N, O, T, U, V, W, and X shall be attached upon execution of this Agreement, are incorporated herein and form a part hereof. Within thirty (30) days of the Effective Date, Seller will deliver to

Purchaser current forms of Exhibits E, F, H, I, L, P, Q, R, and S, reflecting the then-current status of the items therein. At least thirty (30) days before Closing (defined below) (the “Pre-Closing Deliverables Date”), Seller will deliver to Purchaser updates (if any) to Exhibits A, B, C, E, F, G, H, I, K, L and N. At Closing, Seller will provide Purchaser with an updated Exhibit Q, accurate as of the day of Closing. On or before Closing, Seller will provide Purchaser with Exhibit O (updated), and Exhibit R in accordance with the provisions of this Agreement. Exhibits that are delivered by a party to the other party after the Effective Date in the manner contemplated by this Section 1.A shall, upon delivery, be automatically incorporated into this Agreement and shall form a part hereof. At any time prior to Closing, Seller shall have the right to supplement the Exhibits with additional information that is responsive to the requirements of Section 1.B. hereof. To the extent that any Exhibits or other deliveries pursuant to this Agreement are delivered by Seller to Purchaser in hard copy, Seller agrees to promptly provide digital copies thereof to Purchaser.

B. **Exhibits to this Agreement.**

Exhibit A: Current Plans and Specifications. Plans and specifications showing the Utility System as constructed as of the date of delivery (As-Built and/or Record Drawings including, to the extent available to Seller, CAD files of as-built drawings), together with a map showing the water distribution lines, wastewater collection lines and lift stations and appurtenances as now constructed. Specifications shall not be fully attached hereto due to size, and Buyer acknowledges digital receipt of the specifications as they exist on the date hereof. Seller shall update this Exhibit on or before the Pre-Closing Deliverables Date.

Exhibit B: Schedule and Copies of Developers Agreements. A schedule and copies of all active agreements, hereinafter referred to as “Developers Agreements,” assumed by or executed between Seller and owners and developers of property regarding potable water service, wastewater

service, capacity reservation, or similar related matters applicable to the Utility System, including a listing of any prepaid connection fees that is accurate and complete on the Effective Date. Purchaser acknowledges that Seller intends to continue to enter into Developers Agreements for the Utility System in the ordinary course from and after the Effective Date through the Closing Date. Seller shall update this Exhibit on or before the Pre-Closing Deliverables Date, and shall have the right to further update this Exhibit as of the Closing Date with all such new Developers Agreements. After the Closing Date, the Purchaser intends to enter into Developers Agreements for the Utility System in accordance with the Seller's prior practice, as outlined in Section 15(W) below.

Exhibit C: Schedule and Copies of Non Record Encumbrances. A schedule and copies of all other agreements assumed by or entered into between Seller and other parties which create an encumbrance upon the Purchased Assets (as defined herein), other than instruments recorded in the Official Records of Sumter County, Florida or Lake County, Florida. Purchaser acknowledges that Seller intends to continue to enter into additional non-record agreements related to the Utility System in the ordinary course from and after the Effective Date through the Closing Date. Seller shall update this Exhibit on or before the Pre-Closing Deliverables Date, and shall have the right to further update this Exhibit as of the Closing Date with all such new agreements.

Exhibit D: Legal Descriptions. A legal description of all of the real property Seller owns in fee simple that is specifically utilized in connection with the operation of the Utility System and whereupon all water treatment plants, wells, and wastewater treatment facilities (including all buildings, tanks and other improvements with respect thereto) are located (the "Real Property").

Exhibit D-1: New Covenants and Restrictions. New covenants and restrictions which shall be imposed on the Real Property at Closing by Seller and its affiliates and set forth in the Special Warranty Deed, in accordance with the terms of this Agreement.

Exhibit E: Schedule of Private Easements and Rights-of-Way. A schedule of all instruments reflecting private easements owned and used by Seller for the construction, operation and maintenance of the Utility System, which will be assigned to and assumed by Purchaser at Closing, including those with maintenance and other obligations to be assumed by Purchaser, whether now existing or as required in the future for the Utility System. Easements located or shown in recorded plats, created in various declarations of covenants, conditions, restrictions and easements or other recorded instruments, and rights to locate lines in dedicated public rights-of-way need not be included in this exhibit, however, they will be non-exclusively assigned to Purchaser at Closing pursuant to the terms hereof to the extent of Seller's assignable right, title or interest therein. Purchaser acknowledges that Seller intends to secure additional private easements and rights-of-way related to the Utility System in the ordinary course from and after the Effective Date through Closing. Seller shall update this Exhibit on or before the Pre-Closing Deliverables Date, and shall have the right to further update this Exhibit as of the Closing Date with all such new private easements and rights-of-way.

Exhibit F: Equipment Inventory. An inventory of all material equipment, vehicles, tools, parts, laboratory equipment, office equipment, unset or reserved meters, and other personal property located on or used in connection with the Utility System and that exist on the Effective Date, together with a schedule showing the nature of the ownership or use rights thereof of Seller. With respect to this personal property, Seller represents that same will not be voluntarily depleted prior to the Closing (as defined herein) except in the normal and ordinary course of Seller's

operation of the Utility System, and replacements and additions thereto will be acquired by Seller prior to Closing in the normal and ordinary course of Seller's operation of the Utility System. Seller shall update this Exhibit on or before the Pre-Closing Deliverables Date, and shall have the right to further update this Exhibit as of the Closing Date with all such additional inventory and equipment.

Exhibit G: Utility System Rate Schedule. Schedule of Utility System rates, fees and charges, and a copy of all tariffs that are in effect as of the Effective Date. As noted on Exhibit G, these rates will change on June 1, 2021. On or before the Pre-Closing Deliverables Date, this Schedule will be updated by Seller following the implementation of the new rates, which shall replace Exhibit G in its entirety.

Exhibit H: Copies of Permits, Licenses, Approvals. List of current or active permits, licenses, approvals, applications or other documents issued to Seller in connection with the Utility System, together with copies of any such permits that are either renewed on a regular basis or which continue to be applicable to the Utility System after completion of construction, which includes, without limitation, those issued by all or any of the following, as applicable: (a) Florida Department of Environmental Protection or the regulatory predecessor, (b) Southwest Florida Water Management District, (c) U.S. Army Corps of Engineers, (d) United States Environmental Protection Agency, (e) City of Wildwood, (f) Lake County, (g) Sumter County, (h) City of Leesburg, and (i) Saint Johns River Water Management District. On or before the Pre-Closing Deliverables Date, this Schedule will be updated by Seller to reflect all current permits, licenses and approvals.

Exhibit I: Customer Deposits. A list of customer deposits, if any, by name and account number, setting forth the amount of each individual deposit and the aggregate total thereof. On or

before the Pre-Closing Deliverables Date, this Schedule will be updated by Seller to reflect current customer deposits.

Exhibit J: Service Area Map. Map depicting the Utility System’s service area (the “Service Area”).

Exhibit K: Expansion Plans and Specifications. The plans and specifications for the continued expansion and eventual buildout of the Utility System necessary to serve the Service Area is as depicted in Exhibit J (the “Utility Expansion”). The Utility Expansion plans attached hereto on the date of execution are preliminary master plans. On or before the Pre-Closing Deliverables Date, the Seller shall provide such detailed plans for the Utility Expansion as are then available, it being agreed that certain portions of plans for the Utility Expansion will not be finalized until after Closing, with such finalization to occur in general accordance with the preliminary master plans attached hereto as of the Effective Date.

Exhibit L: Warranties Schedule. A schedule of all warranties by third parties respecting equipment and completed or in progress construction work for the Utility System existing on the Effective Date, which may include warranties held as of the date hereof by affiliates of Seller. On or before the Pre-Closing Deliverables Date, the Seller shall update this Exhibit to reflect all then-current warranties.

Exhibit M: Excluded Assets. Listing of Seller assets not being sold to Purchaser (the “Excluded Assets”).

Exhibit N: List of Operating and Vendor Contracts. Non-exclusive list of all operating and vendor contracts to be assumed by Purchaser, which may include agreements that are in process and anticipated to be final prior to Closing. On or before the Pre-Closing Deliverables Date, Seller shall update this Exhibit. This Exhibit shall be further updated to reflect the status of

operating and vendor contracts for the Utility System to be assumed by Purchaser as of the Closing Date.

Exhibit O: Items to be Prorated. List of items or expenses to be prorated at Closing, if any, which list shall be supplemented and revised by Seller in accordance with the terms hereof as of the time of Closing.

Exhibit P: Ordinances and Interlocal Agreements. A copy of the Ordinances creating the Purchaser and all amendments thereto and copies of all existing or proposed Interlocal Agreements, utility capacity agreements, and similar agreements related to the Utility System between the Purchaser and other governmental entities, together with copies of any amendments to such agreements to be executed as of the Closing Date (the "Interlocal Agreements").

Exhibit Q: Accounts Receivable. Listing of all accounts receivable of Seller generated from the delivery of utility services, including separate listings for both billed and unbilled services as of the Effective Date, which shall be updated at Closing.

Exhibit R: Utility Expansion Cost Certification. A certification of costs to complete the Utility Expansion in accordance with the plans and specifications set forth in Exhibit K (as it is updated in accordance with the terms hereof), such certification to be prepared by Seller and delivered to Purchaser periodically upon the request of Seller during the term of this Agreement, but with the final certification to be provided no later than five (5) days prior to the date of Closing. The Seller shall also provide a report (the "Engineer's Report"), to be prepared by the Seller's engineer, Clymer Farner Barley Inc., which shall contain a narrative describing the scope of work included in the Utility Expansion (as set forth in Exhibit K) and certifying the costs thereof (as set forth in this Exhibit R), and which Engineer's Report may be utilized by the Purchaser in the validation, marketing and sale of the Bonds.

Exhibit S: Utility Revenue Guaranty Fund Projections. Projections for future age-restricted home connections and calculations of the sums payable into the Utility Revenue Guaranty Fund under Section 4(G) hereof.

Exhibit T: Modification of Wastewater Service Agreement. Form of Amendment to Agreement for Reservation and Provision of Wastewater Services between Seller and the City of Leesburg, Florida, reducing the available capacity to Seller in accordance with the actual needs of the Utility System.

Exhibit U: Form of General Assignment.

Exhibit V: Form of Bill of Sale.

Exhibit W: Form of Special Warranty Deed.

Exhibit X: Form of Reciprocal Potable Water, Emergency Services and Bulk Sale Agreement between Purchaser and Gibson Place Utility Company, LLC, a Florida limited liability company (“GPU”) formed to operate a water and wastewater utility with territory contiguous to the Service Territory.

Purchaser shall have thirty (30) days from the date of its receipt of each such Exhibit (or any applicable update thereto) to be delivered after the date hereof for its review thereof and within which to either approve or disapprove of same in writing (a “Written Objection Notice”); provided, that Purchaser shall be deemed to have accepted the exhibits attached hereto (but shall not be deemed to have accepted updates to such exhibits if and when subsequently delivered) as of the date hereof by virtue of its execution of this Agreement. Should Purchaser fail to advise Seller in writing of its disapproval of any such exhibit and the specific reasons therefore, within said thirty (30) days, then for all purposes hereof, Purchaser shall be deemed to have approved same and waived and released its right to terminate, amend or modify this Agreement as a result thereof.

Should Purchaser advise Seller within said thirty (30) days pursuant to a Written Objection Notice of its disapproval of any such Exhibit, then in such event, Seller shall have a period of sixty (60) days within which to elect to cure each basis for disapproval cited in the Written Objection Notice. If any basis for the disapproval cited in the Written Objection Notice is not, or cannot be reasonably cured for any reason, then either party may terminate this Agreement by delivering written notice to the other, and the parties shall be released of any further obligation to each other arising hereunder. With respect to plans and maps, reproduced versions will be furnished if available, and if not, copies of same will be acceptable by Purchaser, and will be provided at Closing.

2. **COVENANT TO SELL AND PURCHASE AND DESCRIPTION OF PURCHASED ASSETS.** Purchaser agrees to buy from Seller, and Seller agrees to sell to Purchaser, the Purchased Assets (as defined below) for the Purchase Price and upon the terms of, and subject to the conditions and other provisions provided in, this Agreement.

A. **Purchased Assets.** The term "Purchased Assets" shall mean all of the assets, property and rights, both tangible and intangible, owned or held by Seller which all together constitute and make up the Utility System (but shall not include the "Excluded Assets" described in Exhibit M hereof, all right, title, and interests of which shall be retained by Seller), all of which are being purchased by Purchaser and which more particularly comprise all of Seller's right, title, and interest at Closing in and to any of the following:

(1) The Real Property and all buildings and improvements owned by Seller located thereon.

(2) All easements, licenses and rights-of-way and consent rights owned by Seller for the construction, operation and maintenance of the Utility System within the Service Area, including the items set forth on Exhibit C and Exhibit E attached hereto.

(3) All water treatment plants, water supply and distribution facilities, wastewater treatment plants, and collection facilities of every kind and description whatsoever utilized by Seller in connection with the Utility System, including, but not limited to pumps, lift stations, wells, transmission mains, distribution mains, supply pipes, collection pipes, facilities, valves, meters, meter boxes, service connections and all other physical facilities and property installations in use in connection with the Utility System operated by the Seller.

(4) All certificates, immunities, privileges, permits, licenses, license rights, easements, consents, grants, ordinances, leaseholds, rights-of-way and all rights to construct, maintain and operate plants and systems for the procuring, distribution and transmission of potable water, and for the collection and treatment of wastewater and every right of every character whatever in connection therewith associated with the Utility System serving the Service Area and utilized in connection with the Utility System; and all agreements for the supply of water to the Utility System or others, all water rights, flowage rights and riparian rights, and all renewals, extensions, additions or modifications of any of the foregoing associated with the Service Area and utilized in connection with the Utility System. At the time of Closing, Seller shall execute the General Assignment in the form attached hereto as Exhibit U with respect to such items. The parties shall use commercially reasonable efforts to cooperate in applying for and obtaining transfer of all such rights requiring regulatory approval or notice; provided, that Seller shall be responsible for making all such applications and notices, and for paying all out-of-pocket costs and expenses associated therewith.

(5) The items of inventory described in Exhibit F, together with additions and replacements thereto, less and except all items of inventory utilized in Seller's operation of the Utility System in the ordinary course of business prior to the Closing Date. At

the time of Closing, Seller shall execute the Bill of Sale in the form attached hereto as Exhibit V with respect to such items.

(6) All past and current customer records, prints, plans, engineering reports, surveys, specifications, shop drawings, equipment manuals, and other information reasonably required by Purchaser which are in possession of Seller and its agents (but not correspondence with its attorneys or attorney work product) as of the Closing Date pertaining to the operation of the Utility System.

(7) One (1) set of record drawings, including as-built drawings where available, showing all facilities of the Utility System including, to the extent available to Seller, CAD files of as-built drawings.

(8) All rights of Seller under the Developers Agreements described in Exhibit B other than with respect to CIAC Charges, which are Excluded Assets.

(9) The billed and unbilled accounts receivable of the Seller with respect to the Utility System as described in Exhibit Q except as otherwise set forth in Section 14.B.3 hereof.

(10) All of Seller's right, title and interest in all engineering and architectural specifications, engineering studies, planning documents, tests, licenses and permits (if assignable), investigations and surveys relating to the Purchased Assets (hereinafter referred to as the "Planning Documents").

(11) To the extent not covered in items (1) – (10) above, those items described in Exhibits A, B, C, E, F, H, I, J, K, L and N, in each case to the extent they are assignable.

(12) Any of the foregoing items not in existence as of the Closing, but which arise as a result of the Utility Expansion, which will be conveyed pursuant to Section 15(W) hereof on completion of the Utility Expansion.

B. **Excluded Assets**. The Seller shall not convey, and the Purchaser shall not acquire, any right, title or interest in and to the Excluded Assets.

C. **Assumed Liabilities**. At Closing, Purchaser shall assume each of the following (collectively, the "Assumed Liabilities"): (1) all liabilities, obligations, damages, losses, costs, and expenses of every kind or nature whatsoever ("Liabilities") in connection with the Purchased Assets that arise or accrue on or after the Closing Date (including those arising out of the Utility Expansion); and (2) all Federal, state, local or foreign, real property, personal property, sales, use, room, occupancy, ad valorem or similar taxes, assessments, levies, charges or fees imposed by any governmental authority with respect to the Purchased Assets and the Utility System, including without limitation, any interest, penalty or fine with respect thereto, that are for a period, or are levied, or are due (subject to proration if listed on Exhibit O), on or after the Closing Date ("Taxes").

3. **CONDITION OF PURCHASED ASSETS AT CLOSING**. Purchaser shall have a period of sixty (60) days from the Effective Date to make its own investigations of the Purchased Assets. Seller shall afford Purchaser and its agents, employees and consultants full access to all of Seller's property, data and records relating to the Purchased Assets and the purchase and sale contemplated herein; provided, however, that reasonable advance notice of any such access shall be provided by Purchaser to Seller, and such access shall not interfere with the operation of the Utility System.

Purchaser understands and agrees that it is purchasing the Purchased Assets in an “as is” condition with all faults and without any representation or warranty on the part of Seller except as provided in the Special Warranty Deed and other Closing documents and as otherwise expressly provided to the contrary in this Agreement. In furtherance of the foregoing, Purchaser acknowledges that the assignment of the Planning Documents shall be with the express reservation that the Seller shall have no responsibility to the Purchaser for the accuracy or correctness for any of the matters contained therein. Purchaser hereby expressly acknowledges and agrees that except as and to the extent expressly provided to the contrary in this Agreement: (a) Seller makes and has made no warranty or representation whatsoever as to the condition or suitability of the Purchased Assets; (b) Seller shall not be bound by any statement of any broker, employee, agent or other representative or affiliate of Seller; (c) the terms of this Agreement provide Purchaser with the opportunity to make a complete and thorough examination and inspection of the Purchased Assets; (d) Purchaser has determined or will determine prior to Closing that the condition of all portions of the Purchased Assets is satisfactory to Purchaser; (e) notwithstanding the nature or extent of the inspections Purchaser has made, Purchaser shall purchase and accept every portion of the Purchased Assets in its “as is” condition without requiring any action, expense or other thing or matter on the part of the Seller to be paid or performed and, upon acceptance of the Special Warranty Deed of conveyance to the Real Property and all other contemplated conveyance instruments, Purchaser shall be conclusively deemed to have accepted the Purchased Assets in their “as is” condition, except as otherwise provided in the Special Warranty Deed and other Closing documents; (f) prior to Closing, Purchaser has shall have examined to the satisfaction of Purchaser the physical condition of the Purchased Assets and the zoning, land use and all permitting and other governmental approvals applicable thereto; and (g) except as otherwise

provided herein and in the Special Warranty Deed and other Closing documents, Seller makes and has made no representation or warranty, express or implied, concerning any portion of the Purchased Assets, their condition, the use to which they may be put, any environmental matters, or any other thing or matter directly or indirectly related thereto or hereto (including, without limitation, NO WARRANTY OF MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OR RELATING TO THE ABSENCE OF LATENT OR OTHER DEFECTS). The provisions of this section shall survive Closing and delivery of the Special Warranty Deed and all other contemplated conveyance instruments.

4. **PURCHASE PRICE; PAYMENT; RESERVES; CIAC CHARGES.** The parties agree that the purchase price for the Purchased Assets (the "Purchase Price") shall be determined as set forth in this Section 4. Both Seller and Purchaser shall each select a separate valuation firm. Both valuation firms shall be licensed to do business in the State of Florida with significant experience in the valuation of utility systems being acquired by governmental entities. Within ten (10) days of the Effective Date, both Purchaser and Seller shall retain at their respective expense a valuation firm and notify the other party of its selection. Both valuation firms will be retained to provide a valuation (each, a "Valuation") of the Purchased Assets and to participate in final calculation of the Purchase Price. Both parties agree to instruct their firm to prepare and deliver to the respective party its determination of its Valuation no later than thirty (30) days from the date of this Agreement.

A. Agreed Assumptions. For purposes of the foregoing value determinations, the parties agree to the following assumptions:

(1) the Valuations will be prepared using an income-approach based on a 30-year cash flow analysis and using a discount rate. For the avoidance of doubt, the Valuations

will not include, and be net of, costs of issuance, underwriter's discount, a debt service reserve account, and a Capitalized Interest Fund (as further described herein). The Valuations will assume completion of the Utility Expansion and payment of the amount due to City of Leesburg pursuant to the Agreement for Reservation and Provision of Wastewater Services, which amount will be paid by Seller at or prior to Closing.

(2) for the period from October 2021 through September 2022, the absorption rate for new age-restricted residential customers will be as reflected on Exhibit S.

(3) Purchaser will annually increase rates 2.5% for all customers from 2021 through 2041, inclusive, and 1.75% annually thereafter.

(4) the renewal and replacement fund for the Bonds shall be a sum equal to 3% on the senior portion of the Bonds, and 4% on the subordinate portion of the Bonds, with the mathematical calculation applying each percentage to the "Funds Available For Debt Service" for each such senior and junior portion, as applicable.

(5) there will be no discount on age-restricted residential valuation given the agreement of the Seller to fund the Utility Revenue Guaranty Fund below.

B. Finalization of Valuation. As soon as Seller and Purchaser receive their respective Valuations, they will forward a copy to both the other party and the firm chosen by the other party. Both Seller and Purchaser agree that if the lesser of the two Valuations is not greater than 5% less than the higher Valuation, then the Purchase Price shall be established at the lesser of the two Valuations. If the lesser of the two Valuations is greater than 5% lower, but not greater than 10% lower of the higher of the two Valuations, then Purchaser and Seller agree that the Purchase Price shall be established at the average of the two Valuations. If the lesser of the two Valuations is greater than 10% lower than the higher of the two Valuations, then the Seller and the

Purchaser shall promptly instruct their respective valuation firms to meet to reconcile an agreed upon determination of value as promptly as possible and notify Seller and Purchaser in writing of the results of such reconciliation. If, within ten (10) days after the earliest to occur of (1) the final determination of the Purchase Price pursuant to this Section 4, (2) both parties receive written notice that the valuation firms cannot reconcile an agreed upon determination of value, or (3) fifteen (15) days after the valuation firms both receive written instruction from the Seller and Purchaser to meet to reconcile the Valuations, either the Purchaser or Seller determines that it is not in its interest to conclude the purchase contemplated by this Agreement, then by written notice to the other party delivered on or before such tenth (10th) day, the party may terminate this Agreement without penalty, at which time all parties shall be released from all obligations hereunder.

C. Reserved.

D. Timing of Payment. The Purchase Price shall be paid to Seller from the proceeds of the Bonds when and if issued and, if applicable, from other legally available funds of the Purchaser as set forth herein; provided, that Closing shall not occur unless the Bonds are issued and the Purchaser's Trust Indenture does not restrict the payment of the Purchase Price in the manner set forth in this paragraph. The Purchase Price will be payable in one or more payments with the initial payment paid at closing. The amount paid at closing will be the Purchase Price up to the amount of legally available net proceeds of the Bonds (less the costs of issuance, the Debt Service Reserve Account and the Capitalized Interest Fund, which are not included in the Purchase Price pursuant to the Valuations) and less all of the following:

- i. the amount deposited in the Utility Expansion Completion Account set forth below, which shall be paid to the Seller (to the extent of any Purchase Price remaining due) as set forth in Section 4(E) below, and
- ii. the amount deposited in the Utility Revenue Guaranty Fund set forth below, which shall be paid in accordance with the provisions of Section 4(G) below.

The parties intend that the proceeds of the Bonds will be sufficient to fund the costs of issuance, the Debt Service Reserve Account, the Capitalized Interest Fund, the Utility Revenue Guaranty Fund and the Purchase Price. However, if the proceeds of the Bonds are insufficient to fund each of these items, then the balance of the Purchase Price shall be paid from other legally available funds of the District as set forth herein and in the Trust Indenture.

E. **Utility Expansion Completion Account.** At the time of the issuance of the Bonds, 110% of the cost to complete the Utility Expansion, as set forth in Exhibit R, shall be deposited from Bond proceeds with the trustee for the Bonds in a Completion Account for the Utility Expansion (the "Utility Expansion Completion Account"). After Closing, at such time as various portions of the Utility Expansion are completed, Seller shall prepare a detailed invoice outlining those portions of the Utility Expansion completed since the later of Closing or the last invoice for completions to the Utility Expansion, and the cost for such additional work upon approval by the Purchaser and Purchaser's Engineer, Purchaser shall cause 90% of such invoice amount to be withdrawn from the Utility Expansion Completion Account and paid to Seller. Purchaser and Seller further acknowledge that requisitions from the Utility Expansion Completion Account shall be subject to the terms of the Trust Indenture pursuant to which the Bonds are issued. Upon certification by the Purchaser's Engineers that all the Utility Expansion is complete, then Purchaser shall cause all remaining sums in the Utility Expansion Completion Account to be paid

to Seller as an additional portion of the Purchase Price, to the extent of any Purchase Price remaining due. The terms of this subparagraph E shall be incorporated in the Trust Indenture.

F. **Debt Service Reserve Account.** At the time of issuance of the Bonds, if a debt service reserve account is required under the Trust Indenture, a Debt Service Reserve Account shall be established with the Bond Trustee from Bond proceeds in the amounts required under the Trust Indenture. Such Debt Service Reserve Account shall remain with the Bond Trustee until released to the Seller as an additional portion of the Purchase Price, to the extent of any Purchase Price remaining due, all pursuant to the terms and provisions of this Agreement and the Trust Indenture.

G. **Utility Revenue Guaranty Fund.** At the time of the issuance of the Bonds, if a utility revenue guaranty fund is required under the Trust Indenture, a Utility Revenue Guaranty Fund shall be established with the Bond Trustee in the amounts required under the Trust Indenture. Such Utility Revenue Guaranty Fund shall remain with the Bond Trustee until released to the Seller as an additional portion of the Purchase Price, to the extent of any Purchase Price remaining due. The Seller and Purchaser acknowledge that the payments from the Utility Revenue Guaranty Fund shall be subject to the terms and conditions of the Trust Indenture. It is anticipated that portions of the Utility Revenue Guaranty Fund will be periodically transferred to the Revenue Fund of the Purchaser if the cumulative number of age-restricted residential units connected to the Utility System (the “Actual Home Connections”) through such period (as certified by the Seller to the Purchaser) is less than the projected connections set forth in Exhibit S (the “Projected Home Connections”) through such period, and the Purchase Price shall be reduced to the extent of such transfers.

(1) On or before fifteen (15) days following the last business day of the Purchaser's Fiscal Year ending September 2021 and annually thereafter, and until the System is completed and all home connections are complete, Seller will provide Purchaser a written report certifying the number of Actual Home Connections for the prior Fiscal Year. The Purchaser will recalculate the amount necessary to be retained in the Utility Guaranty Revenue Fund (the "Utility Revenue Guaranty Requirement") based on the remaining number of Projected Home Connections (i.e. a sum equal to the difference between assumed prospective revenues from Actual Home Connections and expected connections at the assumed annual absorption rates set forth in section 4(A)(2)). If the sums in the Utility Guaranty Revenue Fund exceed the then-required amount, then within twenty (20) days following the receipt of Seller's certification, the Purchaser shall instruct the Trustee to pay Seller any excess amounts in the Utility Revenue Guaranty Fund as an additional portion of the Purchase Price, to the extent of any Purchase Price remaining due.

(2) Any sums remaining in the Utility Guaranty Revenue Fund following completion of the last age-restricted home connection for the Projected Home Connections shall be returned paid to Seller within thirty (30) days following written demand by Seller as an additional portion of the Purchase Price, to the extent of any Purchase Price remaining due.

(3) Seller and Purchaser anticipate that an agreement regarding the Utility Guaranty Revenue Fund may be required in connection with the issuance of the Bonds, and both parties agree to cooperate in good faith with respect to the terms of such Agreement.

H. **CIAC Charges.** Purchaser and Seller acknowledge and agree that the valuation of the Utility System resulting in the Purchase Price does not contain any value allocation for, and that the Purchased Assets shall not include, any charges in aid of construction (and similar

charges pertaining to the connection of utility services to a parcel) relating to the Utility System (“CIAC Charges”), including CIAC Charges incurred in connection with the Utility Expansion. In consideration of an acknowledgment that the CIAC Charges are Excluded Assets that are not being purchased pursuant to this sale, Purchaser and Seller agree that until the sooner to occur of (a) such time as the sum of all of the Available SSU Wastewater Capacity and Available SSU Potable Water Capacity (both as hereinafter defined) has been purchased by users, or (b) fifteen (15) years from the Closing Date (the “CIAC Charge Sunset Date”), the Seller shall receive all of the CIAC Charges, payable per Section 4(I) below. Notwithstanding the foregoing provisions of this Section 4(H) to the contrary, if Purchaser is required to construct any infrastructure in order to connect to the Utility System any project with respect to which CIAC Charges are paid to Purchaser, then Purchaser may withhold and retain for its own benefit an amount of the CIAC Charges collected with respect to that project (but with respect to that project only) an amount equal to its actual out-of-pocket costs and expenses to construct such infrastructure, and shall remit the remainder of the CIAC Charges to Seller in accordance with this Section 4(H) and Section 4(I) below. For purposes of clarity, if Purchaser’s cost to construct such infrastructure exceeds the amount of CIAC Charges collected by Purchaser with respect to such project, Purchaser shall not withhold any other CIAC Charges with respect thereto, all of which shall be paid to Seller in the manner required by this Section 4(H) and Section 4(I) below. This Section 4(H) shall survive Closing indefinitely until Seller has received all payments that are due and owing to Seller pursuant to this Section.

I. **Payment of CIAC Charges; Reserve.** Pursuant to this Agreement, all CIAC Charges arising or accruing on or prior to the CIAC Charge Sunset Date shall be Excluded Assets, held in trust by Purchaser for Seller’s benefit, and paid by Purchaser to Seller as new users are connected to the Utility System. Purchaser shall charge CIAC Charges in a manner consistent with

the historical operation of the Utility System, and timely collect them on the Seller's behalf, until the CIAC Charge Sunset Date. CIAC Charges shall be due to Seller and paid to the Seller by Purchaser in accordance with this Agreement by the Purchaser on a periodic basis, but in no event less than once per quarter within thirty (30) days after the end of each calendar quarter for all CIAC Charges collected for the prior quarter. Seller shall have the right, on reasonable prior notice to the Purchaser, to inspect and audit Purchaser's books and records at the location where they are ordinarily maintained by Purchaser for the purpose of verifying the amount of CIAC Charges that are due, owing, and paid to Seller. Purchaser covenants to take no action to prevent or hinder the levy and collection of CIAC Charges, and agrees to use commercially reasonable efforts to charge and collect the full amount of CIAC Charges. In furtherance of the foregoing, at the time of the issuance of the Bonds, the Purchaser shall cause the Bond Trustee to establish a reserve for CIAC Charges. From and after Closing, all such CIAC Charges accruing to Seller hereunder shall be deposited in such account as additional security for the payment of principal and interest on the Bonds until released and paid to the Seller pursuant to the terms of this Section 4(I) and of the Trust Indenture. Further, for a period of seven (7) years after the Closing Date, Purchaser covenants not to increase CIAC Charges payable by users by a total of more than thirty percent (30%) of that existing on the Closing Date. This Section 4(I) shall survive Closing indefinitely until Seller has received all payments that are due and owing to Seller pursuant to this Section.

J. **Capitalized Interest Fund.** At the time of issuance of the Bonds, if a capitalized interest fund is required under the Trust Indenture, a Capitalized Interest Fund shall be established with the Bond Trustee from Bond proceeds in the amounts required under the Trust Indenture. Such Capitalized Interest Fund shall remain with the Bond Trustee and spent in accordance with the Trust Indenture.

K. **Operating Reserve Fund.** At Closing, if an operating reserve fund is required under the Trust Indenture, the Seller shall contribute and deposit with the Purchaser an Operating Reserve Fund in the amount required under the Trust Indenture.

L. **Renewal and Replacement Account.** At Closing, if a renewal and replacement account is required under the Trust Indenture, the Seller shall contribute and deposit with the Purchaser a Renewal and Replacement Account in the amount required under the Trust Indenture.

5. **NO TAXING OBLIGATION.** In no case shall Seller or any other person have the right to compel the exercise of any ad valorem taxing power of Purchaser or any other public authority or governmental body to pay any amount due or to become due hereunder or to pay any other amounts required to be paid pursuant hereto. Notwithstanding anything to the contrary set forth in this agreement or in any other agreement by or between the parties, this Section 5 does not restrict or limit Purchaser's obligation, or Seller's right to enforce Purchaser's obligation, to pay all amounts due and owing under this Agreement, except as expressly limited by the first sentence of this Section 5. The Purchaser does not have ad valorem taxing power.

6. **CAPACITY; CONNECTION FEES.**

A. **Available Capacity.** Seller has retained the engineering firm Clymer Farner Barley Inc. to prepare an engineering report with respect to the Utility System in connection with the Bonds and the sale hereunder (the "Engineer's Report"), which Engineer's Report will be finalized and provided to Seller and Purchaser within 30 days following the Effective Date. Engineer's Report will set forth, among other things, the available capacity of the Utility System, and Purchaser acknowledges that it is relying on such report and its own investigations for purposes of determining the capacity of the Utility System. The capacity of the Wastewater

System as set forth in the Engineer's Report shall be referred to herein as the "Available SSU Wastewater Capacity", and the capacity of the Potable Water System as set forth in the Engineer's Report shall be referred to herein as the "Available SSU Potable Water Capacity".

B. **Covenant to Establish and Maintain Connection Fees.** Purchaser hereby covenants and agrees with Seller that it will, in accordance with and to the full extent permitted by Chapter 189, Florida Statutes and other applicable rules of law, and in compliance with the Trust Indenture, establish charges for connection to the Utility System equal to or in excess of the connection charges currently in place, subject to the provisions of Section 4(I) hereof.

C. **Covenant Regarding Utility Service Rates.** Unless prohibited by governmental regulation of general application (which does not include a regulation promulgated by Purchaser), in order to ensure the equitable treatment of all Utility System customers, Purchaser hereby covenants that after Closing, when reviewing and adjusting rates at any point in time: (i) the highest utility service rates charged for residential customers shall not be increased by a greater percentage than the utility service rates for commercial customers and bulk rate customers, (ii) the utility service rates for commercial customers shall not be increased by a greater percentage than the utility service rates for residential customers and bulk rate customers, and (iii) the utility service rates for bulk rate customers shall not be increased by a greater percentage than the utility service rates for commercial customers and residential customers. Some residential customers are charged less than the highest rates, and the lower rates paid by those customers may be increased without limitation by this paragraph as long as they do not exceed the highest rates. This covenant shall also survive Closing indefinitely.

D. In order to ensure the continued orderly operation of the System, within ten (10) days following Closing, Purchaser shall adopt bulk rates for wastewater and potable water

services to industrial users of the System, which shall initially not exceed the levels charged by Seller as set forth on Exhibit AA.

7. **ADDITIONAL MATTERS TO BE PERFORMED AT CLOSING.**

A. **At Closing:**

(1) Seller shall convey by special warranty deed (the "Special Warranty Deed") to Purchaser all of the Real Property described in Exhibit D, pursuant to the Special Warranty Deed form attached to this Agreement as Exhibit W hereto, and the covenants and restrictions contemplated in Exhibit D-1 shall be imposed on the Real Property and set forth in the Special Warranty Deed.

(2) Purchaser shall assume in writing all the obligations of Seller relating to all Developers Agreements listed on Exhibit B attached hereto, pursuant to which the developers are entitled to certain rights and benefits, pursuant to the Assignment and Assumption of Contracts and Licenses and Permits attached to this Agreement as Exhibit U hereto (the "General Assignment").

(3) Seller shall assign unto Purchaser all rights, and Purchaser shall assume in writing all obligations contained in the agreements set forth in Exhibit C pursuant to the General Assignment; provided, however, that Seller shall use commercially reasonable efforts prior to Closing to cooperate with Purchaser to terminate any such agreements which Purchaser does not wish to assume, insofar as (A) Purchaser notifies Seller in writing of its desire reasonably in advance of Closing, (B) Seller is not required to suffer or incur any liability, obligation, out-of-pocket expense, penalty, or any other material adverse consequence in connection with such termination, and (C) Purchaser provides all assistance reasonably requested by Seller in connection therewith.

(4) Seller shall assign unto Purchaser all rights and obligations contained in the easements set forth in Exhibit E, and Purchaser shall assume all rights and obligations contained in those easements set forth in Exhibit E, pursuant to the General Assignment, together with, if required by the terms of any such easements, a specific assignment and assumption of such easements, to be recorded in connection with Closing.

(5) Seller shall convey to Purchaser by Bill of Sale all of the personal property set forth in Exhibit F and Exhibit Q pursuant to the Bill of Sale attached to this Agreement as Exhibit V (the “Bill of Sale”).

(6) Seller shall assign unto Purchaser all rights, and Purchaser shall assume in writing all obligations contained in the permits and licenses set forth in Exhibit H that are specifically related to the Utility System, pursuant to the General Assignment.

(7) Seller shall assign unto Purchaser all rights, and Purchaser shall assume in writing all obligations contained in the operating and vendor contracts held by Seller and used in connection with the Utility System (other than the Excluded Assets), including, without limitation, those set forth in Exhibit N, pursuant to the General Assignment

(8) Purchaser shall enter into the Reciprocal Potable Water, Emergency Services and Bulk Sale Agreement with GPU in the form attached hereto as Exhibit X.

(9) Seller shall assign unto Purchaser (or cause its affiliates, as applicable to assign unto Purchaser), in writing, all warranties described in Exhibit L to the extent they are assignable, pursuant to the General Assignment.

8. **SELLER’S WARRANTIES.** Seller represents, warrants and covenants to Purchaser as follows, with any representations and warranties being made on the Effective Date and on the Closing Date unless otherwise expressly set forth herein:

A. Seller is a Florida limited liability company and has all requisite power and authority to execute and consummate this Agreement. The execution and performance of this Agreement has been duly authorized in accordance with the Operating Agreement governing Seller.

B. From and after the Effective Date until the earlier to occur of the Closing, or the expiration or earlier termination of this Agreement (the “Executory Period”), Seller will not, without the prior written consent of Purchaser, dispose of or encumber any of the Purchased Assets, with the exception of any transactions occurring in the ordinary course of Seller’s business which shall include the Utility Expansion.

C. During the Executory Period, the Seller will permit full examination by Purchaser’s authorized representatives of the Utility System, Purchased Assets and all existing contractual obligations, physical systems, assets, real estate, rights-of-way, easements, and inventories utilized by the Seller in the ordinary course of business by the Seller, upon reasonable prior written notice to Seller and in such a manner that does not unreasonably interfere with the operation of the Utility System. Moreover, Seller warrants and represents that, during the Executory Period and except as occurring in the ordinary course of business or as a result of casualty or condemnation, there will be no material depletion of such assets of the Seller during the Executory Period, nor any material change in the condition of said assets, and that such facilities and assets will be properly maintained within the custom and usage of the industry.

D. During the Executory Period, Seller shall operate and maintain the Utility System and Purchased Assets in a normal and usual manner to the end that the value of the same will not be materially diminished or depleted other than by normal wear and tear, pursuant to the ordinary course of business or as a result of casualty or condemnation.

E. During the Executory Period, Seller will reasonably cooperate by opening records, providing access to records and facilities to assist in the acquainting of the Purchaser's operating and administrative personnel in the operation of the Utility System, in each case on the reasonable prior written notice of Purchaser to Seller and only in a way that does not unreasonably interfere with the operation of the Utility System.

F. As of the respective times provided by Seller to Purchaser, Exhibits A, B, C, D, E, F, G, H, I, J, K, L, N, P, Q, and R shall be, to Seller's knowledge, materially true and correct.

G. Seller is in sole and exclusive possession of the Purchased Assets (to the extent sole and exclusive possession is possible given the nature of the asset), and Seller at Closing shall deliver Seller's entire right, title and interest in and to the Purchased Assets to Purchaser.

H. Except for Permitted Encumbrances provided for below and the requisite authorizations and consents of the applicable governmental authorities with respect to the sale, transfer and renewal of all licenses and permits to own and operate the Utility Systems, Seller has good and marketable title to the Purchased Assets.

I. Except for the Permitted Encumbrances set forth below, there are no liens, claims or encumbrances of whatever type or nature upon or against the Purchased Assets, including but not limited to, mortgages, bond indentures or financing statements or security instruments, except for those which will be extinguished at Closing.

J. Seller has not been notified of the existence of any uncured violation of any governmental rules, regulations, permitting conditions, or other governmental requirements of any type or nature applicable to the ownership, maintenance, construction or operation of the Utility System or the Purchased Assets, nor of the existence of any conditions which, solely by reason of

the passing of time or the giving of notice should constitute such a violation, in each case to the extent that such violations or conditions would have a material adverse effect on Purchaser's ability to operate the Utility System after Closing.

K. During the Executory Period, Seller shall maintain adequate liability insurance and fire and extended coverage insurance to cover the cost of any repairs to the Purchased Assets, plants and Utility System that may be necessitated by casualty damage. The risk of loss shall pass to the Purchaser at Closing.

L. After the Effective Date, Seller will promptly disclose to Purchaser all Developers Agreements (other than standard utility service agreements) with respect to the connection of new development projects to the Utility System, which agreements shall be automatically attached to Exhibit B hereto.

M. During the Executory Period, Seller shall maintain the Utility System and Purchased Assets in good condition, reasonable wear and tear excepted, and shall be responsible for all costs and expenses in maintaining the Utility System and the Purchased Assets in such condition during the Executory Period.

N. During the Executory Period, Seller shall maintain its operating permits and approvals in good standing, except to the extent to which any failure will not have a material adverse effect on Purchaser's ability to operate the Utility System after Closing.

O. There is, to Seller's knowledge and belief, no litigation, investigation or proceeding that is pending or threatened against Seller, the Utility System or Purchased Assets. For purposes of this Agreement and all related documents and instruments, the term "to Seller's knowledge and belief" means the actual, present knowledge, without inquiry, of the corporate manager of Arnett Environmental LLC, Seller's consultant with respect to the Utility System.

P. The transactions contemplated herein do not contravene any contractual or legal restriction contained in any document to which Seller is a party.

Q. There are no actions, suits, or proceedings pending with respect to, or affecting, the Utility System or Purchased Assets, at law or in equity, before any federal, state, county, municipal or government court, department, commission, board, bureau, agency or instrumentality which involves the reasonable possibility of any judgment, assessment or liability which would affect the title of the Purchaser or would be a lien on any of the Purchased Assets or revenues generated by the Utility System or would materially adversely affect the Purchaser's use and ownership of the Purchased Assets. Seller hereby agrees to indemnify and hold Purchaser harmless from any loss or damage arising out of such action, suits or proceeding. It is agreed that Seller's indemnification obligation under this subsection may be satisfied by the Seller's posting of an appropriate bond, suretyship contract or other acceptable guarantee to Purchaser to cure or relieve any such lien or encumbrance that might be created prior to or after the Closing Date for any of the actions, suits or proceedings mentioned herein being instituted prior to Closing.

R. Seller has not received any deposits or other advance payments that were paid to Seller by customers of Seller for services to be delivered or performed after Closing that have not otherwise been fully earned by Seller.

S. The representations, warranties, and covenants of Seller set forth in this Section 8 shall terminate automatically if this Agreement is terminated prior to Closing. If the Closing occurs, the representations, warranties, and covenants of Seller set forth in this Section 8 shall survive until the first (1st) anniversary of the Closing Date, after which they shall be of no further force or effect for any purpose.

9. **PURCHASER'S WARRANTIES.** Purchaser represents warrants, and covenants to Seller as follows, with any representations and warranties being made on the Effective Date and on the Closing Date unless otherwise expressly set forth herein.

A. Purchaser is a dependent district of the City of Wildwood authorized by Chapter 189, Florida Statutes, as amended, and Article VIII, Section 2, Florida Constitution and created pursuant to Ordinance No. 2021-16 duly adopted by the City Commission of the City of Wildwood on March 22, 2021, and has all requisite power and authority to execute and consummate this Agreement. The execution and performance of this Agreement has been duly authorized in accordance with all of the laws, instruments, and agreements governing Purchaser.

B. The transactions contemplated herein do not contravene any contractual or legal restriction contained in any document to which Purchaser is a party.

C. There are no actions, suits, or proceedings pending with respect to, or affecting, the funds constituting the Purchase Price paid by Purchaser to Seller, at law or in equity, before any federal, state, county, municipal or government court, department, commission, board, bureau, agency or instrumentality which involves the reasonable possibility of any judgment, assessment or liability which would affect the title of Seller or would be a lien on any of such funds. Purchaser hereby agrees to indemnify and hold Seller harmless from any such matter.

D. Purchaser is not, and will not be, required to make any filing with the U.S. Internal Revenue Service or any other federal, state, or local taxing authority with respect to the allocation of the Purchase Price amongst the Purchased Assets.

E. The representations, warranties, and covenants of Purchaser set forth in this Section 9 shall terminate automatically if this Agreement is terminated prior to Closing. If the Closing occurs, the representations, warranties, and covenants of Purchaser set forth in this Section 9 shall

survive until the first (1st) anniversary of the Closing Date, after which they shall be of no further force or effect for any purpose

10. **PERMITTED ENCUMBRANCES, TITLE INSURANCE AND SURVEYS.**

A. Good, marketable and insurable title to the Real Property shall be conveyed free and clear of all liens, mortgages and encumbrances, except for “Permitted Encumbrances” as described below. Within thirty (30) days after the Effective Date, Seller shall deliver to Purchaser a title insurance commitment (the “Title Commitment”) covering the real property as described in Exhibit D from a reputable Florida licensed title insurance company reasonably acceptable to Purchaser (the “Title Company”). Seller will execute at or prior to Closing in favor of the Title Company and Purchaser, a standard construction lien affidavit and “gap” affidavit for commercial transactions sufficient to allow the Title Company to delete all standard exceptions other than matters appearing on a current, acceptable survey and such other standard exceptions that can only be deleted based on the Title Company’s receipt of a current, acceptable survey. Title to the Real Property will be conveyed to the Purchaser at Closing by the Special Warranty Deed, and the personal property portion of the Purchased Assets will be conveyed by the Bill of Sale. After closing instruments have been recorded in the public records, Seller shall, through the Title Company, provide a title insurance policy (the “Title Policy”) issued in accordance with the Title Commitment; provided, that Purchaser shall be required to pay for any coverage endorsements included in the Title Policy that Seller does not agree to pay for (in Seller’s sole discretion). Purchaser and Seller acknowledge and agree that the value of the Utility System is based upon the revenues that the Utility System provides over and above its operating expense and that the Real Property described in Exhibit D to be insured hereunder does not include the substantial investment in the potable water distribution and wastewater collection system also being conveyed pursuant to

this sale, and therefore, the parties agree that the amount of title insurance covering the Real Property described in Exhibit D shall be the reasonable replacement value of such land and improvements as certified by the Purchaser's Engineer in good-faith. If requested by the Purchaser within five (5) days after the Effective Date, Seller agrees to promptly coordinate Purchaser's order, through the Title Company and at Purchaser's sole cost and expense, an Ownership and Encumbrance Report to Purchaser identifying the easements listed in Exhibit E ("O&E Reports"). The O&E Reports will not provide Purchaser with title insurance and Purchaser shall not be entitled to raise any title objections to matters provided in the O&E Reports.

B. The Permitted Encumbrances shall not be deemed or construed to render Seller's title to the Real Property unmarketable or to constitute a misrepresentation, or breach of any warranty, covenant, or other agreement by Seller, and Purchaser shall not have the right to refuse to close or terminate this Agreement by reason thereof. Purchaser shall notify Seller in writing no later than fifteen (15) days after receipt of the Title Commitment and the Surveys, whichever is received later, but if no Surveys are obtained, within twenty (20) days after Purchaser's receipt of the Title Commitment, but in any event no later than forty-five (45) days after the Effective Date, of any actual defect in Seller's title to the Real Property other than Permitted Encumbrances (collectively the "Title Defects"), such written notice ("Title Defects Notice") to include all exceptions, encumbrances, liens, easements, covenants, restrictions or other defects in Seller's title to the Real Property (other than the Permitted Encumbrances) which, in the reasonable opinion of Purchaser's counsel, render or has a reasonable likelihood of rendering Seller's title to the Real Property unmarketable or uninsurable. Any objections to title, to the extent not shown on the Title Defects Notice furnished by Purchaser in accordance with the provisions of this section shall be deemed to have been fully waived by Purchaser for all purposes

hereof (and shall be deemed Permitted Encumbrances) and Purchaser shall not be entitled to any damages, relief or other remedies with respect thereto. Seller shall have a period of thirty (30) days from receipt of the Title Defects Notice ("Title Defects Cure Period") to eliminate any of the objections to title as set forth in Purchaser's Title Defects Notice, which includes obtaining title insurance coverage over such matter as a resolution but shall not require Seller to incur any obligation to bring any action or proceeding in order to make title to the Real Property marketable. On or prior to the end of the Title Defects Cure Period, Seller shall provide Purchaser notice ("Title Defects Cure Notice") as to whether all, any, or none of the title objections specified in the Title Defects Notice have been cured or will be cured on or before the Closing Date. In the event Seller does not cure the title objections specified in the Title Defects Notice within the Title Cure Period for whatever reason or does not provide notice in writing that they will be cured on or before the Closing Date for whatever reason, then Purchaser shall have only the following rights: (1) to accept whatever title Seller is able and/or willing to convey without any abatement of the Purchase Price (with all remaining uncured Title Defects being deemed Permitted Encumbrances), or (2) to reject title and terminate this Agreement by providing written notice to Seller within five (5) days after receipt of Seller's Title Defects Cure Notice or the conclusion of the Title Defects Cure Period, whichever occurs first. Purchaser shall not be entitled to any other rights or remedies. If Purchaser shall reject title under subsection (2) of the immediately preceding sentence, neither party shall have any further liability whatsoever hereunder, and in this event, Seller shall pay all costs of the Title Commitment and Purchaser shall pay all costs of the O&E Reports. Purchaser shall not object to title by reason of the existence of any mortgage, lien or related encumbrance, provided (1) Seller commits to satisfy it with the payment of money by paying same at or prior to Closing; (2) any construction lien or other encumbrance shall be released, bonded or transferred of record to

substitute security posted by Seller so as to relieve the Real Property from the burden thereof, and the Closing shall be conditioned upon such construction liens or other encumbrances being released of record, bonded, or transfer of record to substitute security by Seller; (3) the Title Company is willing to affirmatively insure against such matter and is willing to insure against the enforcement thereof against the Real Property; or (4) it is a Permitted Encumbrance.

C. As used above, "Permitted Encumbrances" mean and include the following:

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

(2) Easements, restrictions, covenants, reservations, rights-of-way, conditions and limitations of record affecting the Utility System, if any, which are not coupled with any reverter or forfeiture provisions, including (without limitation) any drainage, canal, mineral, road, or other reservations of record in favor of the State of Florida or any of its agencies or governmental or quasi-governmental entities, or as may be set forth in any "Murphy Deeds", none of which, however, shall render title unmarketable and/or impair or restrict the use of the Real Property for the operation of the Utility System.

(3) All oil, gas and mineral interests with the rights of entry with respect thereto being barred.

(4) Such other matters as are permitted by the parties under the terms of this Agreement.

(5) All exceptions from coverage, encumbrances, liens, easements, covenants, restrictions, and other defects that are accepted, or deemed to be accepted, by Purchaser pursuant to this Section 10.

D. Purchaser may, at Purchaser's expense, obtain a current survey of the Real Property (collectively the "Surveys") prepared by a Florida licensed surveyor and certified within thirty (30) days after the Effective Date, which Surveys will be prepared in accordance with, and certified to, Purchaser, Seller and the Title Company in accordance with the minimum detailed standards adopted by the Board of Professional Surveyors and Mappers in accordance with Florida Statutes, Section 472.027.

11. **ENVIRONMENTAL MATTERS.** Within ten (10) days of the Effective Date, Seller shall, at its sole cost, hire a licensed environmental auditing firm, to perform a "Phase I" environmental assessment report on the Real Property (the "Phase I Report"). Seller shall have the option, but not the obligation, to perform any required remedial work that is expressly and clearly set forth in the Phase I Report ("Remedial Work") at its sole cost. In the event that Seller does not materially complete the Remedial Work prior to Closing, Purchaser may terminate this Agreement. Notwithstanding the foregoing provisions of this Section 11, if the Phase I Report is delivered to Purchaser at least ten (10) business days prior to the Due Diligence Expiration Date (defined below), Purchaser shall notify Seller in writing on or before the Due Diligence Expiration Date of all Remedial Work that it requires be completed by Seller prior to Closing, and Purchaser shall not have the right to terminate this Agreement with respect to Seller's failure to perform any Remedial Work that is not expressly set forth in such written notice. In any event, if Seller shall fail or refuse

to complete the Remedial Work prior to Closing, Purchaser's sole remedy shall be to terminate this Agreement.

12. **DUE DILIGENCE PERIOD.** Notwithstanding any other term or provision of this Agreement, Purchaser may terminate this Agreement by providing Seller written notice on or prior to the thirtieth (30th) day after Purchaser receives the last of the following Exhibits: Exhibits A, B, C, E, F, H, K, L, N, O, Q and R (excluding the update to Exhibit O that is deliverable on or prior to Closing, and the update to Exhibit Q that is deliverable at Closing) (the "Due Diligence Expiration Date").

13. **CONDITIONS PRECEDENT TO CLOSING.** The obligations of each party to close the transaction contemplated by this Agreement are subject to the conditions that, at or before the Closing Date, each of the following has occurred, absent which neither party has any obligation to close the transaction:

A. Seller and the City of Leesburg shall have entered into the Amendment to Agreement for Reservation and Provision of Wastewater Services between Seller and the City of Leesburg, Florida in substantially the form attached hereto as Exhibit T. The Agreement for Reservation and Provision of Wastewater Services provided for a reservation of wastewater treatment capacity for the Utility System, which will allow for 2.0 MGD capacity to be assigned to Purchaser at closing. At or prior to closing, Seller shall pay the balance of \$5,500,000 to the City of Leesburg, as required in such Agreement and shall provide Purchaser with evidence of such payment.

B. Neither party has terminated this Agreement pursuant to an express provision of this Agreement.

C. Neither party shall be prohibited by governmental decree or law from consummating the transaction (provided, that a decree made, or law promulgated, by the Purchaser shall not be considered a condition precedent for this purpose).

D. There shall not be pending or threatened on the Closing Date any legal action or proceeding which prevents the acquisition of the Purchased Assets or operation of the Utility System or hinders the ability of Purchaser to close the transaction or pay the Purchase Price, or materially inhibits or restricts in any manner its use, title, or enjoyment of the Purchased Assets and Utility System in the ordinary course of business.

E. The Governing Board of the Purchaser shall have ratified and approved the execution of this Agreement and authorized the acquisition of the Purchased Assets and certified copies of the resolutions evidencing such ratifications and approval have been delivered to Seller. The provisions of Chapter 189, Florida Statutes, shall have been complied with. Purchaser shall use commercially reasonable and good-faith efforts to obtain such ratification and approval as promptly as possible after the Effective Date, and in any event at least thirty (30) days prior to the Closing Date.

F. Seller has assigned all such rights, and Purchaser has assumed all such obligations as contemplated by Section 7 above.

G. Both parties shall each have performed all the undertakings and obligations required to be performed by it under the terms hereof prior to or at Closing (including, without limitation, the deliveries and other requirements set forth in Section 7).

H. All warranties and representations herein of both parties shall be true as of the Closing Date as if originally made on the Closing Date (or such later date as expressly set forth herein).

I. Purchaser has issued the Bonds, the proceeds of which are available and sufficient for Closing as set forth in Section 4 hereof.

J. Seller shall have reviewed and reasonably approved of the provisions of the Trust Indenture and other documents issued in connection with the Bonds related to: (1) the establishment and disbursement of the Utility Expansion Completion Account (including but not limited to the construction administration process of Purchaser); (2) the terms and conditions for the return of any unused portion of the Debt Service Reserve Account; (3) the terms and conditions for the Capitalized Interest Fund; (4) terms and conditions of payments of CIAC Charges; (5) the establishment and disbursement of the Utility Guaranty Revenue Fund; (6) the terms and conditions of the establishment and disbursement of the Operating Reserve Account; and (7) the terms and conditions of the establishment and disbursement of the Renewal and Replacement Account.

K. Purchaser shall have entered into interlocal agreements with: (a) the City of Leesburg; and (b) Sumter County with respect to those portions of the Utility System providing services to such jurisdictions.

L. The City of Wildwood shall have granted a franchise to the Purchaser to the extent necessary for the operation by Purchaser of the Utility System as contemplated herein and by the Trust Indenture (the "Wildwood Franchise Agreement").

M. The City of Leesburg shall have granted a franchise to the Purchaser to the extent necessary for the operation by Purchaser of the Utility System as contemplated herein and by the Trust Indenture (the "Leesburg Franchise Agreement", and together with the Wildwood Franchise Agreement, the "Franchise Agreements"). Notwithstanding the foregoing, the Purchaser acknowledges that neither the Franchise Agreements nor the interlocal agreements

referenced herein will address the provision of non-potable water to industrial and commercial users within the Service Area, and that the Purchaser shall not have an exclusive right to provide non-potable water to such users (such users having the right, subject to applicable permits and regulations, to install wells to obtain non-potable water).

14. CLOSING DATE AND CLOSING.

A. Provided the conditions to be performed prior to Closing set forth in Section 13 have been performed, this transaction shall be closed in accordance with the terms and provisions herein (the “Closing”), on or before December 31, 2021 (the “Closing Date”), unless extended by mutual agreements of the parties. If the conditions to be performed prior to Closing set forth in Section 13 have not been performed by the Closing Date, either party may terminate this Agreement by providing written notice of such termination to the other party.

B. On the Closing Date, the following shall occur:

(1) All documentary stamps, if required, on the deed of conveyance of the Real Property and any other included in the Purchased Assets shall be paid by Seller.

(2) Taxes, if any, on the Purchased Assets shall be paid by the Seller in accordance with Section 196.295, Florida Statutes.

(3) Accounts receivable due Seller for unpaid utility service as of the Closing Date shall belong to Seller and shall be purchased by Purchaser at Closing. Seller shall furnish to Purchaser at Closing a listing of its accounts receivable, by customer and individual amount, as updated on Exhibit Q. No receivables owed to Seller on account of utility service more than ninety (90) days in arrears shall be included on such list and Purchaser shall not be required to pay for such delinquent accounts, and such receivables shall be considered Excluded Assets. The parties recognize that the Closing Date may not coincide with the regular meter reading date

for utility services. If that is the case, then gross revenues from utility services shall be estimated based upon the preceding month's billing, and a preliminary proration of such revenues shall be made with Purchaser making payment to Seller for the number of days elapsed in the then current monthly billing cycle through and including the Closing Date. On or before the date that is ninety (90) days after the Closing Date, Purchaser shall confirm the actual amount of the billings that were estimated at Closing pursuant to this Section 14.B.(3) and deliver an accounting thereof in writing to Seller (the "True-Up Notice"), which True-Up Notice shall include reasonable supporting documentation supporting the Purchaser's calculations. Seller shall have a period of thirty (30) days after its receipt of the True-Up Notice to review Purchaser's calculations and Purchaser's books and records relating thereto, and Purchaser shall promptly provide Seller and its representatives with access to Purchaser's books and records with respect to such billings during normal business hours at the location where they are ordinarily maintained for the purpose of Seller and its representatives reviewing and verifying Purchaser's calculations. If Seller objects to all or any part of Purchaser's calculations, then Seller shall deliver written notice of such objection to Purchaser within thirty (30) days after Seller's receipt of the True-Up Notice, and Purchaser and Seller shall promptly use commercially reasonable and good-faith efforts to resolve such objections and agree upon the final amount of billings.

(4) All Taxes accrued, confirmed, certified, ratified or owed by the Seller as of the date of Closing Date for periods occurring prior to the Closing Date shall be and remain the obligation of the Seller. All other Taxes imposed or attempted to be imposed after the date of Closing shall be the obligation of the Purchaser. The updated Exhibit O to be provided by Seller shall prorate any applicable Taxes as and if required.

(5) Except as otherwise provided herein, CIAC Charges shall remain the Seller's property with no claim of the Purchaser therefor.

(6) All transfers and delivery of instruments set forth herein or otherwise expressly contemplated hereby shall take place, unless extended by mutual consent.

(7) Each party shall be responsible for its own respective closing costs.

(8) Each of the respective parties hereto shall pay the fees of its own attorneys, engineers, accountants, and other professional advisers or consultants in connection with the negotiation, preparation and execution of this Agreement and any documents associated with the Closing of the sale and purchase transaction contemplated herein.

(9) All bills and accounts payable for services rendered in connection with the operation of the Utility System prior to Closing shall be paid by Seller to the extent they are due and payable prior to Closing; provided, that any such expenses shall be prorated on Exhibit Q to the extent that payments relate to periods occurring on and after the Closing Date, with Seller providing an updated Exhibit Q on or before Closing, which shall include a schedule of items (and dollars) prorated as of the Closing Date, which shall be incorporated into the closing statement executed at Closing.

(10) The provisions of this Section 14(B) shall survive Closing.

15. **OTHER MISCELLANEOUS PROVISIONS.**

A. Negotiation at Arm's Length. This Agreement has been negotiated fully between the parties as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen

and selected the language, and the doubtful language will not be interpreted or construed against either party.

B. Public Records. The Seller understands and agrees that all documents of any kind provided to the Purchaser or Purchaser's staff in connection with the activities contemplated under this Agreement are public records and are treated as such in accordance with Florida law.

C. PSC Approval. Consistent with Section 367.071, Florida Statutes, the sale of the assets pursuant to this Agreement is contingent upon approval by the Florida Public Service Commission ("FPSC"). The FPSC shall approve the transaction contemplated herein as a matter of right, however, because Purchaser is a governmental authority within the meaning of Chapter 367, Florida Statutes. Pursuant to 367.071(4), FPSC need not approve the transaction prior to the Closing. Notwithstanding, Purchase and Seller shall work together in good faith to timely file all applications and obtain FPSC approvals for the sale of the Assets, at the parties' respective sole cost and expense within ten (10) days after the Closing Date (provided, that Seller shall be the party primarily responsible for preparing and filing such applications, and obtaining such approvals).

D. Time of the Essence. The parties hereto recognize and agree that time is of the essence in this Agreement.

E. Legal Opinions. Prior to or simultaneously with the Closing hereof, each party, upon request of the other, will deliver to the other its opinion of counsel that it has full legal authority to enter into this Agreement.

F. Entire Agreement; Counterparts. This writing embodies the entire agreement and understandings between the parties hereto, and there are no other agreements or

understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. This Agreement is being executed in duplicate originals, each of which shall be considered an original.

G. Further Assurances. Each party will, at any time and from time to time after the Closing Date, upon request of the other party, execute, acknowledge and deliver, or will cause to be executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, powers of attorney and assurances as may be required in order to implement and perform any of the obligations, covenants and agreements of the parties herein.

H. Assignment. Neither Purchaser or Seller may transfer or assign this Agreement or the respective duties or obligations hereunder without obtaining the prior written consent of the other party, in the other party's sole discretion.

I. No Brokers; Indemnification. Purchaser and Seller represent and warrant each to the other that they have not dealt with either a broker, salesman, or finder in connection with any part of this transaction contemplated by this Agreement who is entitled to any commission or fee with respect to such transaction. Further, each party shall indemnify the other against any claim or loss incurred or suffered as a result of any broker's or salesman's commission or finder's fee payable, or alleged to be payable, because of any statements, acts or omissions of the indemnifying party.

J. Notices. Any notice of other document to be given hereunder by any part to the other shall be in writing and shall be delivered personally or sent by certified or registered mail, postage prepaid.

If to Seller, such notice shall be addressed to Seller at:

SELLER:

South Sumter Utility Company, LLC.
Attn:
3619 Kiessel Road
The Villages, Florida 32163

with a copy to Seller's counsel:

Legal Department
Erick Langenbrunner, Esq.
3619 Kiessel Road
The Villages, Florida 32163

PURCHASER:

Wildwood Utility Dependent District
984 Old Mill Run
The Villages, Florida 32162

with a copy to Purchaser's counsel:

Kevin M. Stone, Esq.
Stone & Gerken, P.A.
4850 North Hwy 19A
Mount Dora, Florida 32757

and the term "Seller" as used above is deemed to include the successors and assigns of Seller.

K. Reserved.

L. Amendments. This Agreement may be varied, modified or altered only by written instrument signed by both parties.

M. Merger. All representations and warranties heretofore made by either party to the other are merged into this Agreement.

N. Headings. The headings used are for convenience only, and the parties herein agree that they shall be disregarded in the construction of this Agreement.

O. Specific Performances; Limitation on Damages. The parties acknowledge that either shall have against the other the right to seek specific performance to compel either party to act or perform in accordance with the requirements of this Agreement. Such right of specific performance shall not, however, be the sole or exclusive remedy of each party against the other, and each party hereby preserves its rights to seek damages, which may include, among other things, actual losses, including cost of negotiation of this Agreement, and loss of profit due to the failure to close this Agreement. Notwithstanding the foregoing, each party hereby waives the right to

pursue any consequential, special or punitive damages arising out of this Agreement or the transactions governed hereby.

P. Venue; Waiver of Jury Trial. In connection with any litigation pursuant to this Agreement, venue shall lie in Sumter County, Florida. Each party waives their right to a trial by jury in connection with any dispute arising out of this Agreement or the transactions governed hereby.

Q. Construction. It is agreed by and between the parties hereto that all words, terms, and conditions herein contained are to be read in concert, each with the other, and that a provision contained under one heading may be construed to be equally applicable under another heading in the interpretation of this Agreement.

R. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

S. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Florida, without reference to the rules of conflicts of law.

T. No Third Party Beneficiaries. This Agreement, and the instruments which are to be executed pursuant thereto, are for the sole benefit of the parties hereto and it is not intended that any third parties shall have any beneficial interest herein or therein, whether directly or indirectly, nor shall any third parties rely on the terms, provisions, and conditions of this Agreement or the aforesaid documents.

U. Cooperation on Permits. The Seller agrees that if any license or permit required for the operation of the Utility System by Purchaser immediately after Closing is not in full force and effect at the time of Closing, that Seller shall cooperate fully with the Purchaser in providing all information required to obtain such permit.

V. Assignment of Right to Funds. Notwithstanding the provisions of Section 15(H) above, the right of the Seller to receive any funds or payments after closing, including but not limited to CIAC Charges and distributions from the Utility Expansion Completion Account and the Utility Guaranty Revenue Fund shall be fully assignable by Seller, provided that no such assignment shall impair the tax-exempt status of the Bonds.

W. Provisions Regarding Utility Expansion.

(1) The Purchaser agrees that it shall not have the right to modify the specifications referenced in Exhibit A with respect to the Utility Expansion, as the specifications are the basis on which the Seller is completing the design and installation of the Utility Expansion.

(2) The Purchaser acknowledges that the plans for the Utility Expansion will not be fully complete as of Closing, and that Seller will continue to complete and revise the plans as necessary to comply with applicable law and to insure the completion of the Utility System in accordance with the requirements hereof.

(3) The Purchaser agrees that it will, promptly following request by Seller, execute and deliver any forms reasonably requested by the Seller in connection with the obtaining of permits for the Utility Expansion, which may include forms designating Seller as an “Agent” of Purchaser for purposes of pursuing such permits.

(4) The Purchaser consents to the creation of new easements in favor of the Seller or the Purchaser for the use and operation of the Utility System, including the Utility

Expansion, which will be secured or obtained by the Seller and its affiliates in connection with the completion of the Utility Expansion. Such easements shall be included in the new General Assignment required by Section 15(W)(5) below or shall be granted directly to Purchaser.

(5) It is the intent of Buyer and Seller that the General Assignment and Bill of Sale constitute continuing conveyances of the components of the Utility System as they come into existence as a result of the ongoing Utility Expansion work, and that following Closing, Seller will have no further ownership of the Utility System (it having solely the obligation to complete the Utility System for Buyer as contemplated herein in general accordance with Exhibit K and subject to the detailed plans developed by Seller in the ordinary course, and to assign all warranties in connection therewith to Purchaser). However, to insure clarity as between the parties following completion of the Utility Expansion, within sixty (60) days following the later of completion of the Utility Expansion and payment of the last sums from the Utility Expansion Completion Account to Seller, the Seller agrees to execute and deliver to Purchaser the following: (A) a new General Assignment with respect to any new items arising out of the Utility Expansion, which shall include any items that would have been on Exhibits B, C, E, H, L and N if the Utility Expansion had been completed prior to Closing; (B) a new Bill of Sale with respect to any new personal property arising out of the Utility Expansion, which shall include any items that would have been on Exhibit F if the Utility Expansion had been completed prior to Closing.

(6) Any Developers Agreements which are reasonably necessary in the ordinary course of completing the Utility Expansion shall be entered into in the name of Purchaser, and Seller shall coordinate with Purchaser and the counterparty to such Developers Agreement with respect to finalization of each such Agreement.


[signatures on following page]

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed the day and year aforesaid in counterparts, each counterpart to be considered an original.

SELLER(S):

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


By: TVL Company, LLC, a Florida limited liability company

By: 
Name: Robert L. Chandler IV
Title: Manager

PURCHASER:

WILDWOOD UTILITY DEPENDENT DISTRICT

ATTEST:

By: 
Print Name: Kenneth C. Blocker
Title: Deputy District Manager


By: 
Name: Roger Hess
Title: Chairman

EXHIBIT A

Current Utility System Plans and Specifications

Initial delivery of this Exhibit, as required by Section 1.A of this Agreement, was made on May 11, 2021, by way of providing access to Purchaser and its advisors and consultants to a Sharefile site maintained by Seller's counsel.

EXHIBIT B

Schedule and Copies of Developers Agreements

Initial delivery of this Exhibit, as required by Section 1.A of this Agreement, was made on May 11, 2021, by way of providing access to Purchaser and its advisors and consultants to a Sharefile site maintained by Seller's counsel.

EXHIBIT C

Schedule and Copies of Non Record Encumbrances

Initial delivery of this Exhibit, as required by Section 1.A of this Agreement, was made on May 11, 2021, by way of providing access to Purchaser and its advisors and consultants to a Sharefile site maintained by Seller's counsel.

EXHIBIT D

Legal Description

Initial delivery of this Exhibit, as required by Section 1.A of this Agreement, was made on May 11, 2021, by way of providing access to Purchaser and its advisors and consultants to a Sharefile site maintained by Seller's counsel.

EXHIBIT D-1
New Covenants and Restrictions

Initial delivery of this Exhibit, as required by Section 1.A of this Agreement, was made on May 11, 2021, by way of providing access to Purchaser and its advisors and consultants to a Sharefile site maintained by Seller's counsel.

EXHIBIT E

Schedule of Private Easements and Rights-of-Way

To be delivered after execution in accordance with Section 1.A of this Agreement.

EXHIBIT F

Equipment Inventory

To be delivered after execution in accordance with Section 1.A of this Agreement.

EXHIBIT G

Utility System Rate Schedule

Initial delivery of this Exhibit, as required by Section 1.A of this Agreement, was made on May 11, 2021, by way of providing access to Purchaser and its advisors and consultants to a Sharefile site maintained by Seller's counsel.

EXHIBIT H

Copies of Permits, Licenses, Approvals

[To include reference to each permit and the related permit files maintained by the applicable Governmental Authority]

To be delivered after execution in accordance with Section 1.A of this Agreement.

EXHIBIT I

Customer Deposits

To be delivered after execution in accordance with Section 1.A of this Agreement.

EXHIBIT J

Utility System's Service Area Map

Initial delivery of this Exhibit, as required by Section 1.A of this Agreement, was made on May 11, 2021, by way of providing access to Purchaser and its advisors and consultants to a Sharefile site maintained by Seller's counsel.

EXHIBIT K

Utility System Expansion Plans and Specifications

Initial delivery of this Exhibit, as required by Section 1.A of this Agreement, was made on May 11, 2021, by way of providing access to Purchaser and its advisors and consultants to a Sharefile site maintained by Seller's counsel.

EXHIBIT L

Warranties Schedule

To be delivered after execution in accordance with Section 1.A of this Agreement.

EXHIBIT M

Excluded Assets

Initial delivery of this Exhibit, as required by Section 1.A of this Agreement, was made on May 11, 2021, by way of providing access to Purchaser and its advisors and consultants to a Sharefile site maintained by Seller's counsel.

EXHIBIT N

Operating and Vendor Contracts

Initial delivery of this Exhibit, as required by Section 1.A of this Agreement, was made on May 11, 2021, by way of providing access to Purchaser and its advisors and consultants to a Sharefile site maintained by Seller's counsel.

EXHIBIT O

Items To Be Prorated

Initial delivery of this Exhibit, as required by Section 1.A of this Agreement, was made on May 11, 2021, by way of providing access to Purchaser and its advisors and consultants to a Sharefile site maintained by Seller's counsel.

EXHIBIT P

Copies of Ordinances and Interlocal Agreements

To be delivered after execution in accordance with Section 1.A of this Agreement.

EXHIBIT Q

Accounts Receivable

To be delivered after execution in accordance with Section 1.A of this Agreement.

EXHIBIT R

Utility Expansion Cost Certification

To be delivered after execution in accordance with Section 1.A of this Agreement.

EXHIBIT S

Utility Revenue Guaranty Fund Projections

To be delivered after execution in accordance with Section 1.A of this Agreement.

EXHIBIT T

Amendment to Wastewater Agreement

Initial delivery of this Exhibit, as required by Section 1.A of this Agreement, was made on May 12, 2021, by way of providing access to Purchaser and its advisors and consultants to a Sharefile site maintained by Seller's counsel.

EXHIBIT U
General Assignment

Initial delivery of this Exhibit, as required by Section 1.A of this Agreement, was made on May 11, 2021, by way of providing access to Purchaser and its advisors and consultants to a Sharefile site maintained by Seller's counsel.

EXHIBIT V
Bill of Sale

Initial delivery of this Exhibit, as required by Section 1.A of this Agreement, was made on May 11, 2021, by way of providing access to Purchaser and its advisors and consultants to a Sharefile site maintained by Seller's counsel.

EXHIBIT W
Special Warranty Deed

Initial delivery of this Exhibit, as required by Section 1.A of this Agreement, was made on May 11, 2021, by way of providing access to Purchaser and its advisors and consultants to a Sharefile site maintained by Seller's counsel.

EXHIBIT X

Form of Bulk Agreement – Water

Initial delivery of this Exhibit, as required by Section 1.A of this Agreement, was made on May 12, 2021, by way of providing access to Purchaser and its advisors and consultants to a Sharefile site maintained by Seller's counsel.

FIRST AMENDMENT TO OFFER TO SELL

AND

AGREEMENT FOR PURCHASE AND SALE

THIS FIRST AMENDMENT TO OFFER TO SELL AND AGREEMENT FOR PURCHASE AND SALE ("First Amendment") is made this 12th day of August, 2021 (the "Effective Date"), by and among **SOUTH SUMTER UTILITY COMPANY, LLC**, a Florida limited liability company (hereinafter, the "Seller") whose address is 3619 Kiessel Road, The Villages, Florida 32163, and the **WILDWOOD UTILITY DEPENDENT DISTRICT**, a dependent district of the City of Wildwood, Florida, as authorized by Chapter 189, Florida Statutes, and Article VIII Section 2, Florida Constitution and created pursuant to Ordinance No. 2021-16 duly adopted by the Wildwood City Commission on March 22, 2021 (hereinafter the "Purchaser") whose address is 984 Old Mill Run, The Villages, Florida 32162.

RECITALS

A. Seller and Purchaser are parties to that Offer to Sell and Agreement for Purchase and Sale dated May 13, 2021 ("Purchase Agreement") by which Purchaser and Seller contemplate the sale of Seller's Utility System to the Purchaser.

B. At this time, the Purchaser and the Seller wish to amend the Purchase Agreement.

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

1. Subparagraph 4(G) of the Purchase Agreement and all subparts of such Subparagraph are hereby deleted and replaced with the following:

G. Utility Revenue Guaranty Facility.

At the time of the issuance of the Bonds, the Seller shall deliver to Purchaser an irrevocable standby letter of credit ("Guaranty") in accordance with the terms and conditions provided for herein.

(1) The Guaranty shall be issued by a prime financial institution authorized to operate in Florida and approved in advance by Purchaser and in the form attached hereto as Attachment 1 or such other form as is reasonably acceptable to Purchaser. The cost for procurement and maintenance of the Guaranty shall be borne by Seller. The Guaranty shall be issued in the amount identified on Exhibit S as the "Initial Guaranty," and shall remain fully effective until the earlier of (i) January 15, 2027 or (ii) 15th day of the month after 17,506 age-restricted residential units have been certified by Seller, as set forth below, as connected to the Utility System, when it shall be returned by Purchaser to Seller. Successors to the Purchaser by transfer, assignment, or operation of law shall be accorded the rights of the Purchaser under the Guaranty. Without limiting the foregoing, the Purchaser may assign its right to part or all of the proceeds of such letter of credit before presentation, and consent may not be unreasonably withheld by the issuer.

(2) The Guaranty shall assure the due and timely fulfillment and satisfaction of the Purchaser's right to receive payment as set forth in the following subparagraph (3).

(3) At the end of each month after Closing, the Purchaser shall be entitled to receive payment from the Guaranty if the cumulative number of age-restricted residential units connected to the Utility System (the “Actual Home Connections”) through such month (as certified by the Seller to the Purchaser) is less than the projected connections set forth in Exhibit S (the “Projected Home Connections”) through such month. On or before the 15th day of each month, Seller will provide the Purchaser a written report certifying the number of residential units connected to the System during the previous month and the total cumulative Actual Home Connections through the end of such month (the “Connection Certification Report”). If the cumulative Actual Home Connections at the end of such month are less than the cumulative Projected Home Connections as provided for in Exhibit S, Purchaser shall be entitled to receive, on or before the 15th day of the following month, an amount as determined as follows:

The monthly amount to be transferred is determined by multiplying the projected monthly bill amount as reflected on Exhibit S (initially \$56.16 for October 2021) times the difference between the cumulative Actual Home Connections and the cumulative Projected Home Connections.

(4) The Guaranty shall provide that any partial draw payment made pursuant to subparagraph (3) shall merely reduce but not extinguish the obligation of the Guaranty.

(5) The payment by the Issuer of the Guaranty of the amounts requested by Purchaser shall not be subject to any conditions other than the statement by Purchaser to the effect that the cumulative Actual Home Connections are less than the cumulative Projected Home Connections and shall be signed by the District Manager. The standby letter of credit shall be in a form that binds the Issuer to honor each presentation in accordance with its terms. A properly presented request for a partial draw shall be honored to the extent of the request while remaining in effect with respect to any portion of the Guaranty which has not been paid over to the Purchaser. Provided that the Purchaser provides notice to the issuer of the Guaranty that the conditions exist to entitle it to receive payment as set forth in the foregoing subparagraph (3), then Purchaser shall be entitled to receive such portion of, or the full amount of, the Guaranty, at any time, regardless of judicial or extrajudicial interference or authorization or prior justification.

(6) Upon delivery of the Connection Certification Report provided pursuant to subparagraph (3) for September 2022, or March 2023, or for any September or March thereafter, either party, may within 15 days of such delivery, request that the Seller replace the Guaranty with a new Guaranty meeting all of the same requirements and conditions and with the same expiration date as the initial Guaranty, but in the amount of the Minimum Guaranty for the applicable period as set forth on Exhibit S. The Seller shall cause the replacement Guaranty to be issued within 15 days of the request. Notwithstanding the foregoing, the Seller may not request replacement of the Guaranty unless the Connection Certification Report reflects cumulative Actual Home Connections equal to or greater than the cumulative Projected Home Connections for the period as set forth on Exhibit S..

(7) If, based upon the provisions and calculation set forth in subparagraph (3) above, Purchaser would be entitled to payment from the Guaranty, but the Guaranty has been fully paid out, terminated, or for any other reason fails to pay in full the calculated amount, the Purchaser may withhold such amounts from CIAC charges which would otherwise be paid over to Seller pursuant to Subparagraph 4(I) below.

2. Exhibit S is replaced with the Updated Exhibit S attached hereto as Attachment 2 and incorporated herein by reference.

3. Exhibit D-1 is replaced with the Updated Exhibit D-1 attached hereto as Attachment 3 and incorporated herein by reference.


4. All other terms and provisions of the Purchase Agreement shall remain the same except as specifically amended by this First Amendment.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed the day and year aforesaid in counterparts, each counterpart to be considered an original.

SELLER(S):


**SOUTH SUMTER UTILITY COMPANY,
LLC**, a Florida limited liability company

By: TVL Company, LLC, a Florida
limited liability company

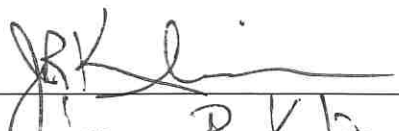
By: 
Name: RYAN McCABE
Title: MANAGER

PURCHASER:

ATTEST:

By: 
Print Name: Kenneth C. Blaker
Title: Deputy District Manager

**WILDWOOD UTILITY DEPENDENT
DISTRICT**

By: 
Name: James R. Klina
Title: Vice Chairman

ATTACHMENT 1
FORM OF LETTER OF CREDIT

IRREVOCABLE STANDBY LETTER OF CREDIT

ISSUER: {BANK}, a _____ corporation

PLACE FOR PRESENTATION OF DRAFT: {BANK ADDRESS}

APPLICANT: {SELLER}

3619 KIESSEL ROAD

THE VILLAGES, FLORIDA 32163

BENEFICIARY: {PURCHASER}

984 Old Mill Run, The Villages, Florida 32162

LETTER OF CREDIT NUMBER:

PLACE AND DATE OF ISSUE:

AMOUNT: US \$14,000,000.00

FOURTEEN MILLION AND 00/100 DOLLARS IN US CURRENCY

EXPIRATION DATE: January 31, 2027

The Issuer hereby issues this Irrevocable Standby Letter of Credit in favor of the Wildwood Utility Dependent District, for any sum or sums up to the aggregate amount of FOURTEEN MILLION and 00/100 United States Dollars (\$14,000,000.00), available by draft at sight drawn on the Issuer. Any draft under this Credit shall:

1. Identify this Irrevocable Standby Letter of Credit by the name of the Issuer, and the Letter of Credit number, amount, and place and date of issue; and

2. State the following:

“This drawing, in the amount of \$_____.__ is pursuant to the terms of the Offer to Sell and Agreement for Purchase and Sale between South Sumter Utility Company, LLC and Wildwood Utility Dependent District, pursuant to which the cumulative Actual Home Connections to the system are less than the cumulative Projected Home Connections.”

All drafts will be honored within 2 business days if presented to {ISSUER ADDRESS} on or before January 31, 2027 or any extended expiration date. The Issuer hereby undertakes to honor each presentation that, as determined by the standard practice of financial institutions that regularly issue letters of credit, appears on its face to comply with the terms and conditions of the letter of credit. A properly presented request for a partial draw shall be honored to the extent of the request while remaining in effect with respect to any portion which has not been paid over to the Beneficiary. Provided that the Beneficiary

provides notice to the Issuer that the conditions exist to entitle it to receive payment as set forth in the foregoing subparagraph, then Purchaser shall be entitled to receive such portion of, or the full amount of, the Guaranty, at any time, regardless of judicial or extrajudicial interference or authorization or prior justification.

The right of the Beneficiary to draw or otherwise demand performance under this letter of credit may be transferred, provided that the Issuer may refuse to recognize or carry out a transfer if (a) the transfer would violate applicable law; or (b) the transferor or transferee has failed to comply with any requirement stated in the letter of credit or any other requirement relating to the transfer imposed by the Issuer which is within the standard practice referred to in Sec. 675.108(5), Florida Statutes, or is otherwise reasonable under the circumstances. A Beneficiary may assign its right to part or all of the proceeds of this letter of credit, and Issuer will not unreasonably withhold consent to such assignment.

Drawings by facsimile to facsimile number {XXX-XXX-XXXX} are acceptable (each such drawing, a "Fax Drawing") provided, however, that a Fax Drawing will not be effectively presented until Beneficiary confirms, by telephone, Issuer's receipt of such Fax Drawing by calling Issuer at telephone number (XXX) XXX-XXXX. Issuer will acknowledge Beneficiary's presentment by e-mail to the e-mail address provided to Issuer in the Fax Drawing.

This Letter of Credit is subject to the rules of the "International Standby Practices" ISP98. If a conflict between ISP98 and Florida law should arise, Florida law shall prevail.

Issuer: {BANK}
a _____ corporation

By: _____
Name: _____
Title: _____

ATTACHMENT 2

UPDATED EXHIBIT S

Initial Guarantee at the Time of Closing: \$14,000,000.00

Date	Rate	Cumulative Projected Home Connections	Projected New Home Connections	MINIMUM GUARANTY
21-Oct	\$56.16			\$14,000,000
21-Nov	\$56.16	8,860	292	\$14,000,000
21-Dec	\$56.16	9,152	292	\$14,000,000
22-Jan	\$56.16	9,444	292	\$14,000,000
22-Feb	\$56.16	9,736	292	\$14,000,000
22-Mar	\$56.16	10,028	292	\$14,000,000
22-Apr	\$56.16	10,320	292	\$14,000,000
22-May	\$56.16	10,612	292	\$14,000,000
22-Jun	\$56.16	10,904	292	\$14,000,000
22-Jul	\$56.16	11,196	292	\$14,000,000
22-Aug	\$56.16	11,488	292	\$14,000,000
22-Sep	\$56.16	11,780	292	\$14,000,000
22-Oct	\$57.56	12,072	250	\$12,600,000
22-Nov	\$57.56	12,322	250	\$12,600,000
22-Dec	\$57.56	12,572	250	\$12,600,000
23-Jan	\$57.56	12,822	250	\$12,600,000
23-Feb	\$57.56	13,072	250	\$12,600,000
23-Mar	\$57.56	13,322	250	\$12,600,000
23-Apr	\$57.56	13,572	250	\$11,200,000
23-May	\$57.56	13,822	250	\$11,200,000
23-Jun	\$57.56	14,072	250	\$11,200,000
23-Jul	\$57.56	14,322	250	\$11,200,000
23-Aug	\$57.56	14,572	250	\$11,200,000
23-Sep	\$57.56	14,822	250	\$11,200,000
23-Oct	\$59.00	15,072	250	\$9,800,000
23-Nov	\$59.00	15,322	250	\$9,800,000
23-Dec	\$59.00	15,572	250	\$9,800,000
24-Jan	\$59.00	15,822	250	\$9,800,000
24-Feb	\$59.00	16,072	250	\$9,800,000
24-Mar	\$59.00	16,322	250	\$9,800,000
24-Apr	\$59.00	16,572	250	\$8,400,000
24-May	\$59.00	16,822	250	\$8,400,000
24-Jun	\$59.00	17,072	250	\$8,400,000
24-Jul	\$59.00	17,322	184	\$8,400,000
24-Aug	\$59.00	17,506		\$8,400,000

24-Sep	\$59.00	17,506		\$8,400,000
24-Oct	\$60.48	17,506		\$7,000,000
24-Nov	\$60.48	17,506		\$7,000,000
24-Dec	\$60.48	17,506		\$7,000,000
25-Jan	\$60.48	17,506		\$7,000,000
25-Feb	\$60.48	17,506		\$7,000,000
25-Mar	\$60.48	17,506		\$7,000,000
25-Apr	\$60.48	17,506		\$5,600,000
25-May	\$60.48	17,506		\$5,600,000
25-Jun	\$60.48	17,506		\$5,600,000
25-Jul	\$60.48	17,506		\$5,600,000
25-Aug	\$60.48	17,506		\$5,600,000
25-Sep	\$60.48	17,506		\$5,600,000
25-Oct	\$61.99	17,506		\$4,200,000
25-Nov	\$61.99	17,506		\$4,200,000
25-Dec	\$61.99	17,506		\$4,200,000
26-Jan	\$61.99	17,506		\$4,200,000
26-Feb	\$61.99	17,506		\$4,200,000
26-Mar	\$61.99	17,506		\$4,200,000
26-Apr	\$61.99	17,506		\$2,800,000
26-May	\$61.99	17,506		\$2,800,000
26-Jun	\$61.99	17,506		\$2,800,000
26-Jul	\$61.99	17,506		\$2,800,000
26-Aug	\$61.99	17,506		\$2,800,000
26-Sep	\$61.99	17,506		\$2,800,000
26-Oct	\$63.54	17,506		\$1,400,000
26-Nov	\$63.54	17,506		\$1,400,000
26-Dec	\$63.54	17,506		\$1,400,000
27-Jan	\$63.54	17,506		\$1,400,000

ATTACHMENT 3

UPDATED EXHIBIT D-1 New Covenants and Restrictions

1. The Property shall be used only in connection with the installation, operation, and maintenance of a potable water and wastewater utility system and appurtenant facilities.

2. The Grantee, together with successive owners of the property, shall provide perpetual grounds maintenance to ensure generally that: all grounds and landscaped areas shall be kept free of trash, leaves, and dead landscaped material; all landscaped areas shall be maintained regularly, including trimming, fertilization, mowing and replacement of diseased plant materials as required; annuals or perennials shall be replaced as necessary; all irrigation systems shall be thoroughly inspected periodically, kept in good repair, and adjusted as necessary to provide continued proper coverage; all parking lots, sidewalks, and other areas shall be swept regularly and otherwise kept free from accumulations of grass clippings, leaves, and other debris; and any exterior landscape lighting shall be periodically checked, lamps replaced, and aiming adjusted, as necessary.

Should the Grantee or any successive parcel owner fail to perform the necessary maintenance, then upon prior written notice, Grantor and its designees may enter upon the parcels and bring the sites into compliance with the foregoing paragraph and charge the cost of such services, as well as the associated cost of professional services and management fees, to the Grantee, their successors or assigns, which charges shall be a lien upon the parcels.

3. The Grantee shall maintain the elevated water tower in a condition equal to the condition existing on the date hereof. Specifically, the color scheme, design and wording existing upon the elevated water tower on the date hereof must be repainted as needed, but in no event less than once every eight (8) years, which repainting will exactly duplicate the color, design and wording existing upon the elevated water tower on the date hereof, unless the Grantor provides prior written notice of its approval to a change in the color or signage appearing on the elevated water tower on the date hereof. Grantee will give Grantor sixty (60) days prior written notice of any scheduled repainting of the elevated water tower. The Grantor shall have the right, in its sole discretion, to modify the color scheme, design and wording on the elevated water tower in connection with any branding update implemented by Grantor for The Villages or any portion thereof, which the Grantee will implement as a part of its repainting if the Grantor gives Grantee notice within thirty (30) days of receiving Grantee's notice of repainting. At any other time, the Grantor may implement such new scheme, design or wording on the elevated water tower at its sole cost.

4. The landscaping and lighting for the elevated water tower and the portion of the Property on which it is located (Parcel SS-6 of the Property) (the "Water Tower Parcel") have not, as of the date hereof, been installed. Grantor shall install the landscaping and lighting on the Water Tower Parcel in connection with its buildout of the water and wastewater system being conveyed to Grantee in connection with this deed. Following completion of such work and turnover to Grantee in accordance with the requirement of other documents entered into between Grantor and Grantee, Grantee shall maintain the landscaping and lighting in a condition equal to the condition it is in on the date of such turnover.

5. Intentionally Omitted.

GENERAL ASSIGNMENT

THIS **GENERAL ASSIGNMENT** (this "Assignment") is made and entered into this 25th day of October, 2021 (the "Closing Date"), by and between **SOUTH SUMTER UTILITY COMPANY, LLC**, a Florida limited liability company ("Assignor"), as assignor, and **WILDWOOD UTILITY DEPENDENT DISTRICT**, a dependent district of the City of Wildwood, Florida, as authorized by Chapter 189, Florida Statutes, and Article VIII Section 2, Florida Constitution and created pursuant to Ordinance No. 02021-16 duly adopted by the Wildwood City Commission on March 22, 2021, as amended by Ordinance No. 02021-44 dated August 23, 2021 ("Assignee"), as assignee.

RECITALS

WHEREAS, Assignor and Assignee have entered into that certain Offer to Sell and Agreement for Purchase and Sale dated as of May 13, 2021, as amended by that certain First Amendment to Offer to Sell and Agreement for Purchase and Sale dated August 12, 2021 (collectively, the "Purchase Agreement"), pursuant to which Assignor has agreed to sell to Assignee the assets, property, and rights, both tangible and intangible, owned or held by Assignor which all together constitute and make up the potable water treatment and distribution system and wastewater collection, treatment and disposal system that provide services to a portion of the mixed-use development commonly referred to as "The Villages" located in portions of the City of Wildwood, and the City of Leesburg and unincorporated Sumter County all within Florida, that is being sold by Assignor to Assignee on the Closing Date (the "Utility System"), less and except the Excluded Assets (as defined herein) (the "Purchased Assets"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign, transfer, and convey to Assignee all of Assignor's right, title, and interest in and to, and Assignee has agreed to assume from Assignor all of Assignor's obligations and liabilities under or relating to, the Assigned Property (as defined below); and

WHEREAS, pursuant to the Purchase Agreement, Assignee has further agreed to assume from Assignor all of Assignor's obligations and liabilities under or relating to the Assumed Liabilities (as defined below).

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants given by each to the other, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. **Assignment**. Assignor hereby assigns, transfers, and conveys to Assignee, effective as the Closing Date, all of Assignor's right, title, and interest in and to the following (collectively, the "Assigned Property"); provided, however, that that all of the goods, chattels, and personal property listed on Schedule 5 attached hereto and by this reference incorporated herein are excluded assets that are not included in the conveyance memorialized by this General Assignment, and shall not constitute "Assigned Property" for any purpose whatsoever notwithstanding anything to the contrary set forth in this General Assignment or in any other agreement or instrument to the contrary:

(a) All certificates, immunities, privileges, permits, licenses, license rights, easements, consents, grants, ordinances, leaseholds, rights-of-way and all rights to construct, maintain and operate plants and systems for the procuring, distribution and transmission of potable water and for the collection and treatment of wastewater and every right of every character whatever in connection therewith associated with the Purchased Assets (the "Utility System") that are utilized in connection with the Utility System;

(b) All agreements for the supply of water to the Utility System, all water rights, flowage rights and riparian rights, and all renewals, extensions, additions, or modifications of any of the foregoing, associated with the service area for the Utility System (the "Service Area") and utilized in connection with the Utility System.

(c) All of the agreements listed on Schedule 1 attached hereto and by this reference incorporated herein.

(d) All other operating and vendor agreements of Seller that relate to the Utility System.

(e) All agreements and instruments reflecting private easements owned and used by Assignor for the construction, operation, and maintenance of the Utility System, including, without limitation, those agreements and instruments listed on Schedule 2 attached hereto and by this reference incorporated herein, in each case to the extent the same are assignable by Assignor to Assignee.

(f) All easements located or shown in recorded plats, created in various declarations of covenants, conditions, restrictions and easements or other recorded instruments, and rights to locate lines in dedicated public rights-of-way that are owned and used by Assignor for the construction, operation and maintenance of the Utility System, in each case to the extent the same are assignable by Assignor to Assignee.

(g) All active permits, licenses, approvals, applications or other documents issued to Assignor in connection with the Utility System that are listed on Schedule 3 attached hereto and by this reference incorporated herein.

(h) All warranties by third parties respecting equipment, and completed or in progress construction work that are listed on Schedule 4 attached hereto and by this reference incorporated herein, in each case to the extent the same are assignable to Assignee.

(i) Any of the foregoing with respect to the continued expansion and eventual buildout of the Utility System necessary to serve the Service Area (the "Utility Expansion"), as and when such items are created as a part of the Utility Expansion, immediately upon becoming a part of the Utility System. In furtherance of the foregoing, Assignor and Assignee agree that this General Assignment shall constitute a continuing conveyance of the components of the Utility System as they come into existence as a result of the ongoing Utility Expansion work, and that following the Closing Date, Assignor will have no further ownership of the Utility System (it having solely the obligation to complete the Utility System for Assignee as contemplated in the Purchase Agreement and in general accordance with Exhibit K thereof and subject to the detailed

plans developed by Assignor in the ordinary course, and to assign all warranties in connection therewith to Assignee).

2. **Assumption.** Assignee hereby assumes all of Assignor's right, title, and interest in and to, and all of Assignor's obligations and liabilities under or relating to, the following (collectively, the "Assumed Liabilities"):

(a) The Assigned Property.

(b) All liabilities, obligations, damages, losses, costs, and expenses of every kind or nature whatsoever, whether accrued or un-accrued in connection with the Purchased Assets that arise or accrue on or after the Closing Date (including those arising out of new components of the Utility System arising out of the Utility Expansion work).

(c) All Federal, state, local or foreign, real property, personal property, sales, use, room, occupancy, ad valorem or similar taxes, assessments, levies, charges or fees imposed by any governmental authority on Assignor with respect to the Purchased Assets and the Utility System, including without limitation, any interest, penalty or fine with respect thereto, that are for a period, or are levied, or are due (subject to proration, if applicable), on or after the Closing Date.

3. **Completion of Utility System.** Assignor and Assignee hereby agree to execute a new General Assignment following completion of the Utility System as required by Section 15(W) of the Purchase Agreement.

4. **Successors and Assigns.** This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

5. **Applicable Law.** This Assignment shall be governed by and construed under the laws of the State of Florida, without regard to conflict of laws principles.

6. **Further Assurances.** Upon the reasonable request of one party, the other party shall do, execute, acknowledge, and deliver all such further acts, assignments, conveyances and/or assurances as from time to time may be requested by the requesting party in order to better accomplish or substantiate the sale, transfer, conveyance, assignment, and assumption of the Assigned Property and the Assumed Liabilities.

7. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed to be effective on the Closing Date.

ASSIGNOR:

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

BY: TVL Company, LLC,
a Florida limited liability company,
its Manager

By: 
Name: Kelsea Morse Manly
Title: Manager


ASSIGNEE:

WILDWOOD UTILITY DEPENDENT DISTRICT, a dependent district of the City of Wildwood, Florida

ATTEST:



Kenneth C. Blocker, District Manager
and Secretary

By: 

Print Name: Roger Hess
Title: Chairman

[Remainder of Page Intentionally Blank. Schedules Follow.]

SCHEDULE 1

AGREEMENTS

A. Exhibit “B” from Purchase Agreement – Developers Agreements:

1. Agreement for Water and Sewer Utility Service between The Villages Land Company, LLC, a Florida limited liability company, and South Sumter Utility Company, L.L.C., a Florida limited liability company, dated April 26, 2018 (as to Acct #: 225-0042);
2. Agreement for Water and Sewer Utility Service between The Villages Land Company, LLC, a Florida limited liability company, and South Sumter Utility Company, L.L.C., a Florida limited liability company, dated April 26, 2018 (as to Acct #: 225-0043);
3. Agreement for Water and Sewer Utility Service between The Villages Land Company, LLC, a Florida limited liability company, and South Sumter Utility Company, L.L.C., a Florida limited liability company, dated September 21, 2018 (as to Acct #: 225-0023);
4. Agreement for Water and Sewer Utility Service between The Villages Land Company, LLC, a Florida limited liability company, and South Sumter Utility Company, L.L.C., a Florida limited liability company, dated September 21, 2018 (as to Acct #: 225-0213);
5. Agreement for Water and Sewer Utility Service between The Villages Land Company, LLC, a Florida limited liability company, and South Sumter Utility Company, L.L.C., a Florida limited liability company, dated June 17, 2021 (as to Acct #: 626-0011);
6. Agreement for Water and Sewer Utility Service between The Villages Land Company, LLC, a Florida limited liability company, and South Sumter Utility Company, L.L.C., a Florida limited liability company, dated February 3, 2021 (as to Acct #: 523-0007);
7. Agreement for Water and Sewer Utility Service between The Villages Land Company, LLC, a Florida limited liability company, and South Sumter Utility Company, L.L.C., a Florida limited liability company, dated July 30, 2018 (as to Acct #: 221-0010);
8. Agreement for Water and Sewer Utility Service between The Villages Land Company, LLC, a Florida limited liability company, and South Sumter Utility Company, L.L.C., a Florida limited liability company, dated July 30, 2018 (as to Acct #: 221-0009);
9. Agreement for Water and Sewer Utility Service between The Villages Land Company, LLC, a Florida limited liability company, and South Sumter Utility

Company, L.L.C., a Florida limited liability company, dated July 30, 2018 (as to Acct #: 221-0008);

10. Agreement for Water and Sewer Utility Service between The Villages Land Company, LLC, a Florida limited liability company, and South Sumter Utility Company, L.L.C., a Florida limited liability company, dated July 30, 2018 (as to Acct #: 221-0007);
11. Agreement for Water and Sewer Utility Service between The Villages Land Company, LLC, a Florida limited liability company, and South Sumter Utility Company, L.L.C., a Florida limited liability company, dated July 30, 2018 (as to Acct #: 221-0020);
12. Agreement for Water and Sewer Utility Service between The Villages Operating Company, a Florida corporation, and South Sumter Utility Company, L.L.C., a Florida limited liability company, dated November 15, 2020 (as to 4970 Orba Drive);
13. Agreement for Water and Sewer Utility Service between DZ Precast Solutions, Inc., a Florida corporation, and South Sumter Utility Company, L.L.C., a Florida limited liability company, dated May 17, 2021 (as to 6040 Holland Parkway);
14. Agreement for Water and Sewer Utility Service between DZ Precast Solutions, Inc., a Florida corporation, and South Sumter Utility Company, L.L.C., a Florida limited liability company, dated January 13, 2021 (as to 5860 Holland Parkway);
15. Agreement for Water and Sewer Utility Service between DZ Precast Solutions, Inc., a Florida corporation, and South Sumter Utility Company, L.L.C., a Florida limited liability company, dated May 17, 2021 (as to 5940 Holland Parkway);
16. Agreement for Water and Sewer Utility Service between DZ Precast Solutions, Inc., a Florida corporation, and South Sumter Utility Company, L.L.C., a Florida limited liability company, dated May 17, 2021 (as to 5947 Esther Street);
17. Agreement for Water and Sewer Utility Service between The Villages Land Operating Company, LLC, a Florida limited liability company, and South Sumter Utility Company, L.L.C., a Florida limited liability company, dated March 10, 2021 (as to Acct #: 124-0017);
18. Agreement for Water and Sewer Utility Service between MiCo Customs, Inc., a Florida corporation, and South Sumter Utility Company, L.L.C., a Florida limited liability company, dated May 12, 2021 (as to Acct #: 124-0007);
19. Agreement for Water and Sewer Utility Service between The Villages Operating Company, a Florida corporation, and South Sumter Utility Company, L.L.C., a Florida limited liability company, dated December 3, 2020 (as to 4920 Orba Drive);

20. Agreement for Water and Sewer Utility Service between The Villages Operating Company, a Florida corporation, and South Sumter Utility Company, L.L.C., a Florida limited liability company, dated December 3, 2020 (as to 4880 Orba Drive);
21. Agreement for Water and Sewer Utility Service between The Villages Land Operating Company, LLC, a Florida limited liability company, and South Sumter Utility Company, L.L.C., a Florida limited liability company, dated September 1, 2020 (as to 2215 Everglades Lane);
22. Agreement for Water and Sewer Utility Service between The Villages Land Operating Company, LLC, a Florida limited liability company, and South Sumter Utility Company, L.L.C., a Florida limited liability company, dated July 14, 2021 (as to 2190-2204 Everglades Lane);
23. Agreement for Water and Sewer Utility Service between The Villages Land Operating Company, LLC, a Florida limited liability company, and South Sumter Utility Company, L.L.C., a Florida limited liability company, dated September 1, 2020 (as to 2199 Everglades Lane);
24. Agreement for Water and Sewer Utility Service between The Villages Land Operating Company, LLC, a Florida limited liability company, and South Sumter Utility Company, L.L.C., a Florida limited liability company, dated October 28, 2020 (as to 2105 Everglades Lane);
25. Agreement for Water and Sewer Utility Service between The Villages Land Operating Company, LLC, a Florida limited liability company, and South Sumter Utility Company, L.L.C., a Florida limited liability company, dated June 12, 2020 (as to Acct # 224-0383);
26. Agreement for Water and Sewer Utility Service between The Villages Land Company, LLC, a Florida limited liability company, and South Sumter Utility Company, L.L.C., a Florida limited liability company, dated November 25, 2020 (as to 795 Marilee Place);
27. Agreement for Water and Sewer Utility Service between The Villages Land Operating Company, LLC, a Florida limited liability company, and South Sumter Utility Company, L.L.C., a Florida limited liability company, dated July 15, 2019 (as to 4890 Morse Boulevard);
28. Agreement for Water and Sewer Utility Service between The Villages Land Operating Company, LLC, a Florida limited liability company, and South Sumter Utility Company, L.L.C., a Florida limited liability company, dated July 22, 2019 (as to 52227 Marsh Bend Trail);
29. Agreement for Water and Sewer Utility Service between The Villages Land Company, LLC, a Florida limited liability company, and South Sumter Utility

Company, L.L.C., a Florida limited liability company, dated October 30, 2018 (as to 5467 Marsh Bend Trail);

30. Agreement for Water and Sewer Utility Service between Wildwood Transfer, LLC, a Florida limited liability company, and South Sumter Utility Company, L.L.C., a Florida limited liability company, dated March 25, 2019 (as to 3800 Meggison Road);
31. Agreement for Water and Sewer Utility Service between Fenney Water Conservation Authority, LLC, a Florida limited liability company, and South Sumter Utility Company, L.L.C., a Florida limited liability company, dated March 25, 2021 (as to 3413 Reader Path);
32. Agreement for Water and Sewer Utility Service between The Villages Land Operating Company, LLC, a Florida limited liability company, and South Sumter Utility Company, L.L.C., a Florida limited liability company, dated March 10, 2021 (as to Acct #: 124-0017);
33. Agreement for Water and Sewer Utility Service between Village Community Development District No. 12 and Southeast Wildwood Water Conservation Authority, L.L.C., a Florida limited liability company, dated March 27, 2019;
34. Agreement for Water and Sewer Utility Service between The Villages Land Company, LLC, a Florida limited liability company, and South Sumter Utility Company, L.L.C., a Florida limited liability company, dated July 30, 2018 (as to Acct #: 221-0003);
35. Agreement for Water and Sewer Utility Service between The Villages Land Company, LLC, a Florida limited liability company, and South Sumter Utility Company, L.L.C., a Florida limited liability company, dated October 30, 2018 (as to Acct #: 224-0014);
36. Agreement for Water and Sewer Utility Service between Southeast Wildwood Water Conservation Authority, LLC, a Florida limited liability company, and South Sumter Utility Company, L.L.C., a Florida limited liability company, dated February 3, 2021 (as to Acct #: 523-0004);
37. Agreement for Water and Sewer Utility Service between Southeast Wildwood Water Conservation Authority, LLC, a Florida limited liability company, and South Sumter Utility Company, L.L.C., a Florida limited liability company, dated September 13, 2019 (as to 5375 Dray Drive);
38. Agreement for Water and Sewer Utility Service between Southeast Wildwood Water Conservation Authority, LLC, a Florida limited liability company, and South Sumter Utility Company, L.L.C., a Florida limited liability company, dated November 25, 2020 (as to 767 Auster Avenue);

39. Agreement for Water and Sewer Utility Service between Southeast Wildwood Water Conservation Authority, LLC, a Florida limited liability company, and South Sumter Utility Company, L.L.C., a Florida limited liability company, dated February 16, 2021 (as to 6197 Bexley Trail);
40. Agreement for Water and Sewer Utility Service between Southeast Wildwood Water Conservation Authority, LLC, a Florida limited liability company, and South Sumter Utility Company, L.L.C., a Florida limited liability company, dated March 29, 2021 (as to 5362 Meggison Road);
41. Agreement for Water and Sewer Utility Service between Southeast Wildwood Water Conservation Authority, LLC, a Florida limited liability company, and South Sumter Utility Company, L.L.C., a Florida limited liability company, dated May 1, 2019 (as to 2100 Fenney Way);
42. Agreement for Water and Sewer Utility Service between Southeast Wildwood Water Conservation Authority, LLC, a Florida limited liability company, and South Sumter Utility Company, L.L.C., a Florida limited liability company, dated May 1, 2019 (as to 1905 Corbin Trail);
43. Agreement for Water and Sewer Utility Service between Southeast Wildwood Water Conservation Authority, LLC, a Florida limited liability company, and South Sumter Utility Company, L.L.C., a Florida limited liability company, dated May 1, 2019 (as to 4974 Marsh Bend Trail);
44. Agreement for Water and Sewer Utility Service between The Villages Land Operating Company, LLC, a Florida limited liability company, and South Sumter Utility Company, L.L.C., a Florida limited liability company, dated July 15, 2019 (as to 4880 Morse Boulevard);
45. Agreement for Water and Sewer Utility Service between Baltic Property Management Group, LLC, a Florida limited liability company, and South Sumter Utility Company, L.L.C., a Florida limited liability company, dated July 22, 2019 (as to 4386 Warm Springs Ave);
46. Agreement for Water and Sewer Utility Service between The Villages Land Company, LLC, a Florida limited liability company, and South Sumter Utility Company, L.L.C., a Florida limited liability company, dated September 21, 2018 (as to 4856 Morse Boulevard);
47. Agreement for Water and Sewer Utility Service between The Villages Land Company, LLC, a Florida limited liability company, and South Sumter Utility Company, L.L.C., a Florida limited liability company, dated June 23, 2020 (as to 5748 Morse Blvd);
48. Agreement for Water and Sewer Utility Service between The Villages Land Company, LLC, a Florida limited liability company, and South Sumter Utility

Company, L.L.C., a Florida limited liability company, dated September 13, 2019 (as to 5371 Dray Drive);

49. Agreement for Water and Sewer Utility Service between The Villages Land Company, LLC, a Florida limited liability company, and South Sumter Utility Company, L.L.C., a Florida limited liability company, dated April 19, 2021 (as to 5934 Cason Hammock Path);
50. Agreement for Water and Sewer Utility Service between The Villages Land Company, LLC, a Florida limited liability company, and South Sumter Utility Company, L.L.C., a Florida limited liability company, dated October 30, 2018 (as to 5213 Marsh Bend Trail);
51. Agreement for Water and Sewer Utility Service between The Villages Land Company, LLC, a Florida limited liability company, and South Sumter Utility Company, L.L.C., a Florida limited liability company, dated September 13, 2019 (as to 4911 Chitty Chatty Run);
52. Agreement for Water and Sewer Utility Service between The Villages Land Company, LLC, a Florida limited liability company, and South Sumter Utility Company, L.L.C., a Florida limited liability company, dated November 25, 2020 (as to 6163 Citrus Grove Street);
53. Agreement for Water and Sewer Utility Service between The Villages Land Company, LLC, a Florida limited liability company, and South Sumter Utility Company, L.L.C., a Florida limited liability company, dated September 21, 2018 (as to 5461 Marsh Bend Trail);
54. Agreement for Water and Sewer Utility Service between The Villages Land Company, LLC, a Florida limited liability company, and South Sumter Utility Company, L.L.C., a Florida limited liability company, dated October 30, 2018 (as to 5497 Marsh Bend Trail);
55. Agreement for Water and Sewer Utility Service between The Villages Land Company, LLC, a Florida limited liability company, and South Sumter Utility Company, L.L.C., a Florida limited liability company, dated November 11, 2020 (as to 769 Marilee Place);
56. Agreement for Water and Sewer Utility Service between The Villages Land Company, LLC, a Florida limited liability company, and South Sumter Utility Company, L.L.C., a Florida limited liability company, dated February 13, 2020 (as to 5807 Hawkins Drive/Acct #: 725-0013);
57. Agreement for Water and Sewer Utility Service between The Villages Land Company, LLC, a Florida limited liability company, and South Sumter Utility Company, L.L.C., a Florida limited liability company, dated February 13, 2020 (as to 5807 Hawkins Drive/Acct #: 725-0012);

58. Agreement for Water and Sewer Utility Service between The Villages Land Company, LLC, a Florida limited liability company, and South Sumter Utility Company, L.L.C., a Florida limited liability company, dated February 9, 2021 (as to 3741 Reader Path);
59. Agreement for Water and Sewer Utility Service between The Villages Land Company, LLC, a Florida limited liability company, and South Sumter Utility Company, L.L.C., a Florida limited liability company, dated December 4, 2019 (as to 5781 Parkyn Path);
60. Agreement for Water and Sewer Utility Service between The Villages Land Company, LLC, a Florida limited liability company, and South Sumter Utility Company, L.L.C., a Florida limited liability company, dated February 3, 2021 (as to 6227 Meggison Road);
61. Agreement for Water and Sewer Utility Service between The Villages Land Company, LLC, a Florida limited liability company, and South Sumter Utility Company, L.L.C., a Florida limited liability company, dated October 30, 2018 (as to 1833 Corbin Trail);
62. Agreement for Water and Sewer Utility Service between The Villages Land Company, LLC, a Florida limited liability company, and South Sumter Utility Company, L.L.C., a Florida limited liability company, dated July 22, 2020 (as to 5780 St. Catherine Circle);
63. Agreement for Water and Sewer Utility Service between The Villages Land Company, LLC, a Florida limited liability company, and South Sumter Utility Company, L.L.C., a Florida limited liability company, dated October 30, 2018 (as to 1623 Corbin Trail);
64. Agreement for Water and Sewer Utility Service between The Villages Land Company, LLC, a Florida limited liability company, and South Sumter Utility Company, L.L.C., a Florida limited liability company, dated September 13, 2019 (as to 4710 Marsh Bend Trail); and
65. Agreement for Water and Sewer Utility Service between The Villages Land Company, LLC, a Florida limited liability company, and South Sumter Utility Company, L.L.C., a Florida limited liability company, dated August 16, 2018 (as to 2162 Fenney Way).

B. Exhibit “C” from Purchase Agreement – Non-Record Encumbrances:

1. Agreement for Reservation and Provision of Wastewater Services between the City of Leesburg, Florida, a Florida municipal corporation, and South Sumter Utility Company, LLC, a Florida limited liability company, dated November 13, 2017, as amended by that certain First Amendment to Agreement for Reservation and Provision of Wastewater Services dated October 8, 2018, as amended by that certain Second Amendment-to Agreement for Reservation and Provision of

Wastewater Services dated December 14, 2020, and as further amended by that certain Third Amendment to Agreement for Reservation and Provision of Wastewater Services dated July 26, 2021.

2. Agreement for Transfer and Provision of Potable Water and Sewer Services between the City of Wildwood, Florida, a Florida municipal corporation, and South Sumter Utility Company, LLC, a Florida limited liability company, dated December 10, 2018.
3. Agreement by and among South Sumter Utility Company, LLC, a Florida limited liability company, Southeast Wildwood Water Conservation Authority, LLC, a Florida limited liability company, and the City of Wildwood, Florida, a Florida municipal corporation, dated August 26, 2019.
4. Reciprocal Potable Water Emergency Services Agreement between South Sumter Utility Company, LLC, a Florida limited liability company, and the City of Coleman, a Florida municipal corporation, dated October 30, 2020.
5. Assignment of Territory Rights between South Sumter Utility Company, LLC, a Florida limited liability company, and Gibson Place Utility Company, LLC, a Florida limited liability company, dated December 9, 2020.
6. Wastewater Force Main Operation and Maintenance Agreement between The Villages Development Company, LLC, a Florida limited liability company, and South Sumter Utility Company, LLC, a Florida limited liability company, dated June 4, 2021.
7. SCADA Agreement between South Sumter Utility Company, LLC, a Florida limited liability company, Fenney Water Conservation Authority, LLC, a Florida limited liability company, Southeast Wildwood Water Conservation Authority, LLC, a Florida limited liability company, The Villages of Lake-Sumter, Inc., a Florida corporation, The Villages Land Company, LLC, a Florida limited liability company, and The Villages Land Operating Company, LLC, a Florida limited liability company, dated June 7, 2021.
8. Reclaimed Water Permit Maintenance and Renewal Agreement between South Sumter Utility Company, LLC, a Florida limited liability company, Fenney Water Conservation Authority, LLC, a Florida limited liability company, and Southeast Wildwood Water Conservation Authority, LLC, a Florida limited liability company, dated August 3, 2021.
9. Option Agreement for Excess Leesburg Wastewater Capacity between The Villages Development Company, LLC, a Florida limited liability company, and South Sumter Utility Company, LLC, a Florida limited liability company, dated August 10, 2021.

SCHEDULE 2

UTILITY SYSTEM EASEMENTS

1. Memorandum of Agreement recorded in Official Records Book 3524, Page 392, Public Records of Sumter County, Florida;
2. Memorandum of Agreement recorded in Official Records Book 3524, Page 398, Public Records of Sumter County, Florida;
3. Memorandum of Agreement recorded in Official Records Book 3719, Page 749, Public records of Sumter County, Florida;
4. Grant of Appurtenant Easement recorded in Official Records Book 3944, Page 323, Public Records of Sumter County, Florida;
5. Grant of Appurtenant Easement recorded in Official Records Book 3944, Page 328, Public Records of Sumter County, Florida;
6. Grant of Appurtenant Easement recorded in Official Records Book 3963, Page 121, Public Records of Sumter County, Florida;
7. Grant of Easement recorded in Official Records Book 3654, Page 345, Public Records of Sumter County, Florida, as amended by Amendment to Grant of Easement recorded in Official Records Book 3869, Page 117, Public Records of Sumter County, Florida;
8. Grant of Easement recorded in Official Records Book 3963, Page 129, Public Records of Sumter County, Florida;
9. Grant of Easement recorded in Official Records Book 3971, Page 313, Public Records of Sumter County, Florida;
10. Grant of Easement recorded in Official Records Book 3971, Page 346, Public Records of Sumter County, Florida;
11. Grant of Easement recorded in Official Records Book 3978, Page 130, Public Records of Sumter County, Florida;
12. Grant of Easement recorded in Official Records Book 3978, Page 137, Public Records of Sumter County, Florida;
13. Grant of Easement recorded in Official Records Book 3978, Page 152, Public Records of Sumter County, Florida;
14. Grant of Easement recorded in Official Records Book 3978, Page 159, Public Records of Sumter County, Florida;
15. Grant of Easement recorded in Official Records Book 3992, Page 27, Public Records of Sumter County, Florida;

16. Grant of Easement recorded in Official Records Book 3992, Page 34, Public Records of Sumter County, Florida;
17. Grant of Easement recorded in Official Records Book 3992, Page 41, Public Records of Sumter County, Florida;
18. Grant of Easement recorded in Official Records Book 3992, Page 71, Public Records of Sumter County, Florida;
19. Grant of Easement recorded in Official Records Book 3996, Page 346, Public Records of Sumter County, Florida;
20. Grant of Easement recorded in Official Records Book 3996, Page 364, Public Records of Sumter County, Florida;
21. Grant of Easement recorded in Official Records Book 3996, Page 374, Public Records of Sumter County, Florida;
22. Grant of Easement recorded in Official Records Book 3996, Page 379, Public Records of Sumter County, Florida;
23. Grant of Easement recorded in Official Records Book 4003, Page 384, Public Records of Sumter County, Florida; and
24. Non-Exclusive Assignment of Easement recorded in Official Records Book 5679, Page 420, Public Records of Lake County, Florida, together with that certain Grant of Easement recorded in Official Records Book 5102, Page 2480, Public Records of Lake County, Florida.

SCHEDULE 3

UTILITY SYSTEM PERMITS, LICENSES, APPROVALS, APPLICATIONS AND OTHER DOCUMENTS

1. Approval Letter from Sabal Transmission, LLC dated January 3, 2018 with respect to The Villages Development near CR 468 and 501.
2. Utility Permit number 2017-H-853-154 issued on January 29, 2018 by the Florida Department of Transportation with respect to The Villages Phase I S.S.U. – Force Main and Water Main.
3. Utility Permit number 2018-H-853-34 issued on March 23, 2018 by the Florida Department of Transportation with respect to The Villages Phase III S.S.U. – Force Main and Water Main.
4. Utility Permit number 2018-H-853-37 issued on March 23, 2018 by the Florida Department of Transportation with respect to The Villages Bigham North Turnpike Crossings S.S.U. Water Main.
5. Utility Permit number 2018-H-853-31 issued on March 27, 2018 by the Florida Department of Transportation with respect to The Villages Phase II S.S.U. – Water Main.
6. Right-of-Way Utilization Permit number 8303 issued on June 14, 2018 by the Lake County Public Works Department, and expiring on June 14, 2019, with respect to The Villages Phase III S.S.U. – Force Main and Water Main; S.E.W.W.C.A. – Reclaimed Water and Irrigation Main.
7. Right-of-Way Utilization Permit number 8304 issued on June 14, 2018 by the Lake County Public Works Department, and expiring on June 14, 2019, with respect to The Villages Phase III S.S.U. – Force Main and Water Main; S.E.W.W.C.A. – Reclaimed Water and Irrigation Main.
8. Utility Permit number 2018-H-853-93 issued on August 2, 2018 by the Florida Department of Transportation with respect to the Southern Oaks Water Treatment Plant No. 1.
9. Utility/Right-of-Way Utilization Permit number 18-070V issued on August 3, 2018 by the Sumter County Public Works Department with respect to County Road 468 between the Florida Turnpike and State Route 44.
10. Approval Letter from Sabal Transmission, LLC dated August 13, 2018 with respect to The Villages Development North involving the Sabal Trail Pipeline and Easement near a proposed golf cart bridge.
11. Approval Letter from Sabal Transmission, LLC dated August 16, 2018 with respect to The Villages Development South involving the Sabal Trail Pipeline and Easement near a cattle bridge.

12. Approval Letter from Sabal Transmission, LLC dated September 18, 2018 with respect to The Villages Development South involving the Sabal Trail Pipeline and Easement near a cattle bridge (revised approval letter due to location shift).
13. Approval Letter from Sabal Transmission, LLC dated January 18, 2019 with respect to The Villages Development South involving the Sabal Trail Utility Crossing near an existing cattle bridge.
14. Facility Encroachment Agreement between CSX Transportation, Inc., a Virginia corporation, and South Sumter Utility Company, LLC, a Florida limited liability company, dated November 1, 2018 (Agreement No. CSX876222).
15. Facility Encroachment Agreement between CSX Transportation, Inc., a Virginia corporation, and South Sumter Utility Company, LLC, a Florida limited liability company, dated November 1, 2018 (Agreement No. CSX876223).
16. Utility/Right-of-Way Utilization Permit number 19-084W issued on May 17, 2019, and extended on November 13, 2019, by the Sumter County Public Works Department with respect to The Villages S.S.U. – Warm Springs Ave., Water Main and Force Main Extension – 2019U.
17. Special Use Permit number S2019-0008, issued on August 19, 2019 by Order of Special Master of Sumter County with respect to construction of a water tower to serve the Governor Rick Scott Industrial Park.
18. Determination of No Hazard to Air Navigation, Aeronautical Study No. 2019-ASO-28513-OE, issued on September 25, 2019 by the Federal Aviation Administration with respect to the SSU Elevated Water Tank #1.
19. Utility/Right-of-Way Utilization Permit number 19-188U issued on October 24, 2019, and extended on February 26, 2020, by the Sumter County Public Works Department with respect to the Governor Rick Scott Industrial Park Stormwater Earthworks Phase 2; 525E Utility Installation.
20. Utility/Right-of-Way Utilization Permit number 19-210U issued on December 18, 2019 by the Sumter County Public Works Department with respect to a water main, wastewater force main and fiber optic conduit at County Road 525E west of US Highway 301.
21. Facility Encroachment Agreement between CSX Transportation, Inc., a Virginia corporation, and South Sumter Utility Company, LLC, a Florida limited liability company, dated January 22, 2022 (Agreement No. CSX898801).
22. Memorandum of Agreement between CSX Transportation, Inc., a Virginia corporation, and South Sumter Utility Company, LLC, a Florida limited liability company, dated February 22, 2020.

23. Utility Permit number 2019-H-592-00182 issued on March 24, 2020 by the Florida Department of Transportation with respect to The Villages Governor Rick Scott Industrial Park Water Main (549U) and Offsite Utility Improvements (563U).
24. Utility Permit number 2019-H-592-00195 issued on March 24, 2020 by the Florida Department of Transportation with respect to The Villages Governor Rick Scott Industrial Park Force Main (549U) and Offsite Utility Improvements (563U).
25. Approval Letter from Sabal Transmission, LLC dated January 14, 2021 with respect to The Villages Gibson Place Water Main and Fiber Optic Crossing.
26. Approval Letter from Sabal Transmission, LLC dated April 16, 2021 with respect to The Villages Gibson Place Water Main and Fiber Optic Crossing.
27. Permit number FLAB03270-002 issued on July 27, 2019 by the Florida Department of Environmental Protection with respect to the South Sumter Utility Company Master Reuse System.
28. Permit number 0124846-220-WC issued on August 21, 2018 by the Florida Department of Environmental Protection with respect to construction of the Southern Oaks Water Treatment Plant components (and to replace Permit number 0124846-205-WC).
29. Permit number 0124846-220-WC MM issued on April 18, 2019 by the Florida Department of Environmental Protection with respect to construction of the Southern Oaks Water Treatment Plant No. 1 (and to modify Permit number 0124846-220-WC).
30. Clearance letter dated July 1, 2019 from the Florida Department of Environmental Protection with respect to the Southern Oaks Water Treatment Plant (and in reference to DEP File No. 0124846-220-WC).
31. Letter dated July 19, 2019 from the Florida Department of Environmental Protection with respect to a request to rerate and reduce staffing requirements at the South Sumter Utilities Water Treatment Plant No. 1.
32. Special Use Permit number S2019-0008, issued on August 19, 2019 by Order of Special Master of Sumter County with respect to construction of a water tower to serve the Governor Rick Scott Industrial Park.
33. Assignment of Permit dated January 21, 2021 by the Southwest Florida Water Management District with respect to permit number 43042998.024 and the Villages of Southern Oaks Water Treatment Plant No. 1.
34. Potable Water Clearance letter dated September 8, 2020 from the Florida Department of Environmental Protection with respect to permit number 0371747-028-DS and the South Sumter Utilities Elevated Tank No. 1.
35. Water Use Permit number 20 020721.002 issued on November 17, 2020 by the Southwest Florida Water Management District, and expiring on February 2, 2038.

South Sumter Utility Company Wastewater Permit Summary

FDEP

SSU Wastewater Treatment Facilities	Permit Number	Date of Issue	Date Cleared
South Sumter Utility Master Reuse System (SSU MRS)	FLAB03270-001-DW1R	11/26/2018	5/13/2019
South Sumter Utility Master Reuse System (SSU MRS)	FLAB03270-002-DW1R	11/26/2018	
Revised to separate the flow monitoring/reporting requirement from the two facilities supplies public access reclaimed water to this master reuse system			

SSU Wastewater Collection	Permit Number	Date of Issue	Date Cleared
The Villages of Southern Oaks - Phase I	0352811-001-DMCCM	4/17/2017	11/8/2018
Tail Pines Golf Maintenance Facility - The Villages of Southern Oaks	0356164-002-DWC-CM	8/14/2017	12/4/2018
The Villages of Southern Oaks - Phase 3A	0356164-003-DWC-CM	12/1/2017	2/15/2019
The Villages of Southern Oaks - Buena Vista Blvd Ph 8	0356164-004-DWC-CM	1/8/2018	7/30/2020 Permit closed/replaced by 0371909-002-DWC-CM
South Sumter Utilities Force Main PH 1	0360137-001-DWC-CM	1/11/2018	3/5/2019
South Sumter Utilities Force Main PH 2	0184526-002-DWC-CM	1/22/2018	3/5/2019
South Sumter Utilities Force Main PH 3	0362826-001-DWC-CM	4/2/2018	3/5/2019
Everglades Regional Rec Center - VOSO	0356164-007-DWC-CM	4/16/2018	3/22/2019
The Villages of Southern Oaks - Phase 3B	0356164-006-DWC-CM	4/17/2018	11/4/2019
The Villages of Southern Oaks - Phase 3C	0356164-005-DWC-CM	4/17/2018	Partial #1=11/4/19, FINAL CLEARANCE=2/17/2020
Includes: Unit 30, Unit 30A & Marsh Bend Trail PH 3			
The Villages of Southern Oaks - Phase 3C	0356164-017-DWC-MR	3/26/2019	Part of 0356164-005
Cattail Post Park and Rec Center - VOSO	0356164-008-DWC-CM	5/10/2018	5/16/2019
The Villages of Southern Oaks - Phase 2	0356164-009-DWC-CM	6/6/2018	8/14/2019
VOSO Villages Public Safety Department station No. 47	0356164-010-DWC-CM	6/27/2018	12/17/2019
CR 468 Utilities Extension - VOSO	0365028-001-DWC-CM	7/2/2018	11/8/2019
SSU 12 Inch Force Main Phase III	0184526-003-DWC-CM	7/16/2018	
SSU Master Lift Station 28	0366750-001-DWC-CM	8/1/2018	10/30/2019
The Villages of Southern Oaks - Master Sewer Storm Phase 6A	0356164-011-DWC-CM	9/14/2018	5/21/2020
The Villages of Southern Oaks - Master Sewer Phase 4A	0356164-013-DWC-CM	10/15/2018	
Waterlily Village Recreation Center	0356164-014-DWC-CL	11/15/2018	3/17/2020
The Villages Regional Hospital - Emergency Dept	0371155-001-DWC-CM	12/13/2018	1/22/2020
Meggison Force Main PH 2A	0371909-001-DWC-CG	1/7/2019	9/6/2019
The Villages of Southern Oaks - Master Storm Phase 4A Infrastructure	0356164-016-DWC-CM	2/5/2019	
The Villages of Southern Oaks - Phase 3A Sewer Modification	0356164-015-DWC-CM	2/8/2019	5/9/2019
SSU-DPM Maintenance Facility - VOSO	0373975-001-DWC-CL	3/18/2019	12/17/2019
Meggison Force Main PH 5	0371909-002-DWC-CM	5/1/2019	
Magnolia Plaza - VOSO	0375843-001-DWC-CM	5/10/2019	1/30/2020
Turnpike Force Main Relocation	0376669-001-DWC-CG	6/4/2019	7/19/2019
Bradford Postal & Recreation Center	0377769-001-DWC-CM	7/3/2019	
River Bend VRC - VOSO	0377767-001-DWC-CM	7/11/2019	7/22/2019
Meggison Phase 3	0371909-004-DWC-CM	9/10/2019	
Meggison Road PH 4	0371909-005-DWC-CM	9/20/2019	
Aviary Village Recreation Center	0352811-003-DWC-CM	9/26/2019	11/2/2020
Morse Boulevard - Phase 10	0380294-001-DWC-CM	9/27/2019	6/4/2020
Phase 5B.2 Master Wastewater System - VOSO	0356164-019-DWC-CM	10/8/2019	3/12/2021
Includes Unit 48, 49, 50, 62, 63, Meggison Road Phase 7 and St. Catherine Circle			
Phase 5B.3 Master Wastewater System - VOSO	0356164-018-DWC-CM	10/9/2019	
Includes Units 51, 52, 53, 54 and 64			
The Villages of Southern Oaks - Units 46, 47, 60 and 61	0352811-002-DWC-CM	10/9/2019	8/26/2020
Meggison Road PH 2B	0371909-007-DWC-CM	10/14/19	
Gov. Rick Scott Industrial Park Master Sewer System PH2	0381225-001-DWC-CM	10/25/19	9/23/2020
Phase 5D Master Sewer System - VOSO	0356164-021-DWC-CM	12/9/2019	
Includes Units 79-93, Hawkins Postal & Rec, Hawkins Dr & Meggison Rd Ph 6B			
Phase 10A Master Sewer System - VOSO	0356164-022-DWC-CM	12/09/19	Partial #1=8/26/2020
Includes Units 130-133			
Ezell Recreation Center - VOSO	0352811-004-DWC-CM	02/10/20	3/31/2021
Ty Villas - VOSO	0352811-005-DWC-CM	02/14/20	10/2/2020
The Villages of Southern Oaks - 5C Master Sewer Storm Water Phase 1	0384929-001-DWC-CM	02/25/20	
Includes Unit 70-74 and Lift Station #32			
Homestead Village Recreation Center VOSO	0352811-006-DWC-CM	04/21/20	
SSU Lift Station #37 FM Extension	0386866-001-DWC-CM	04/20/20	
SSU-Warm Springs Force Main Ext.	0386819-001-DWC-CM	04/22/20	
The Villages of Southern Oaks 5C.2 Master Wastewater System	0356164-024-DWC-CM	05/01/20	
VOF - 10B & 10C Master Sewer System	0344619-030-DWC-CM	05/20/20	Partial #1=8/26/2020
Includes Unit 13, Redbud Villas, Unit 626 Palmetto Villas, Unit 627 Swallowtail Villas & Unit 628 Sugarberry Villas			

The Villages of Southern Oaks - Master Sewer PH 4A & 4B	0356164-025-DWC-CM	06/17/20	
Includes Units 95, 96 & 97			
The Villages of Southern Oaks - Phase 5C.3 Master Sewer System	0389262-001-DWC-CM	06/25/20	
Includes Units 75, 76, 77 & 78			
GRSIP - DZ Precast, Block & Ready Mix Sites	0390265-001-DWC-CM	07/31/20	
The Villages of Southern Oaks - Phase 5B.1 Master Wastewater System Modification	0356164-028-DWC-CM	07/29/20	1/7/2021
TVOSO - Phase 3D Master Sewer System	0356164-029-DWC-CM	09/22/20	
GRSIP Lift Station 59 & Force Main	0356164-012-DWC-CM	09/25/18	9/2/2020
GRSIP Force Main and Offsite Utility Improvement	0356164-023-DWC-MR	12/19/19	N/A part of 0356164-012-DWC-CM
Ezell Recreation Center PH 2 AKA Sawgrass Market- VOSO	0356164-031-DWC-CM	10/23/20	
Villages of Southern Oaks Golf Maintenance Facility	0352811-007-DWC-CL	11/20/20	
VOWL - Phase 7A.2 Master Sewer System	0399574-001-DWC-CM	03/02/21	
VOWL - Phase 7A.3 Master Sewer System	0399574-002-DWC-CM	03/03/21	
Villages of Southern Oaks - Phase 4B.2 & 4B.3 Master Sewer System	0356164-027-DWC-CM	08/20/20	
Includes Units 98, 99, 100, 101, 102 & 103			
Villages of Southern Oaks - Phase 4B.4 & 4C Master Sewer System	0356164-030-DWC-CM	08/25/20	
VOWL - Phase 7A.1 Master Sewer System	0399574-003-DWC-CM	04/16/21	
VOSO - Phase 4C MOD	0356164-033-DWC-CM	04/15/21	

SSU General Permit - Wastewater	Permit Number	Date of Issue	Date Cleared
Meggison Road Sewer Phase 6A	0371909-006-DWC-CG	10/14/2019	

South Sumter Utility Company Wastewater Permit Summary

FDEP

SSU Wastewater Treatment Facilities	Permit Number	Date of Issue	Date Cleared
South Sumter Utility Master Reuse System (SSU MRS)	FLAB03270-001-DW1R	11/26/2018	5/13/2019
South Sumter Utility Master Reuse System (SSU MRS)	FLAB03270-002-DW1R	11/26/2018	
Revised to separate the flow monitoring/reporting requirement from the two facilities supplies public access reclaimed water to this master reuse system instead of reporting total flow from both facilities combined.			

SSU Wastewater Collection	Permit Number	Date of Issue	Date Cleared
The Villages of Southern Oaks - Phase I	0352811-001-DMCCM	4/17/2017	11/8/2018
Tall Pines Golf Maintenance Facility - The Villages of Southern Oaks	0356164-002-DWC-CM	8/14/2017	12/4/2018
The Villages of Southern Oaks - Phase 3A	0356164-003-DWC-CM	12/1/2017	2/15/2019
The Villages of Southern Oaks - Buena Vista Blvd Ph 8	0356164-004-DWC-CM	1/8/2018	7/30/2020 Permit closed/replaced by 0371909-002-DWC-CM
South Sumter Utilities Force Main PH 1	0360137-001-DWC-CM	1/11/2018	3/5/2019
South Sumter Utilities Force Main PH 2	0184526-002-DWC-CM	1/22/2018	3/5/2019
South Sumter Utilities Force Main PH 3	0362826-001-DWC-CM	4/2/2018	3/5/2019
Everglades Regional Rec Center - VOSO	0356164-007-DWC-CM	4/16/2018	3/22/2019
The Villages of Southern Oaks - Phase 3B	0356164-006-DWC-CM	4/17/2018	11/4/2019
The Villages of Southern Oaks - Phase 3C	0356164-005-DWC-CM	4/17/2018	Partial #1=11/4/19, FINAL=2/17/2020
Includes: Unit 30, Unit 30A & Marsh Bend Trail PH 3			
The Villages of Southern Oaks - Phase 3C	0356164-017-DWC-MR	3/26/2019	Part of 0356164-005
Cattail Post Park and Rec Center - VOSO	0356164-008-DWC-CM	5/10/2018	5/16/2019
The Villages of Southern Oaks - Phase 2	0356164-009-DWC-CM	6/6/2018	8/14/2019
VOSO Villages Public Safety Department station No. 47	0356164-010-DWC-CM	6/27/2018	12/17/2019
CR 468 Utilites Extension - VOSO	0365028-001-DWC-CM	7/2/2018	11/8/2019
SSU 12 Inch Force Main Phase III	0184526-003-DWC-CM	7/16/2018	
SSU Master Lift Station 28	0366750-001-DWC-CM	8/1/2018	10/30/2019
The Villages of Southern Oaks - Master Sewer Storm Phase 6A	0356164-011-DWC-CM	9/14/2018	5/21/2020
GRSIP Lift Station 59 & Force Main	0356164-012-DWC-CM	09/25/18	9/2/2020
GRSIP Force Main and Offsite Utility Improvement	0356164-023-DWC-MR	12/19/19	N/A part of 0356164-012-DWC-CM
The Villages of Southern Oaks - Master Sewer Phase 4A	0356164-013-DWC-CM	10/15/2018	
Waterlily Village Recreation Center	0356164-014-DWC-CL	12/11/2018	3/17/2020
The Villages Regional Hospital - Emergency Dept	0371155-001-DWC-CM	12/13/2018	1/22/2020
Meggison Force Main PH 2A	0371909-001-DWC-CG	1/7/2019	9/6/2019
The Villages of Southern Oaks - Master Storm Phase 4A Infrastructure	0356164-016-DWC-CM	2/5/2019	
The Villages of Southern Oaks - Phase 3A Sewer Modification	0356164-015-DWC-CM	2/8/2019	5/9/2019
SSU-DPM Maintenance Facility - VOSO	0373975-001-DWC-CL	3/18/2019	12/17/2019
Meggison Force Main PH 5	0371909-002-DWC-CM	5/1/2019	
Magnolia Plaza - VOSO	0375843-001-DWC-CM	5/10/2019	1/30/2020
Turnpike Force Main Relocation	0376669-001-DWC-CG	6/4/2019	7/19/2019
Bradford Postal & Recreation Center	0377769-001-DWC-CM	7/3/2019	6/16/2020
River Bend VRC - VOSO	0377767-001-DWC-CM	7/11/2019	7/22/2019
Meggison Phase 3	0371909-004-DWC-CM	9/10/2019	
Meggison Road PH 4	0371909-005-DWC-CM	9/20/2019	
Aviary Village Recreation Center	0352811-003-DWC-CM	9/26/2019	11/2/2020
Morse Boulevard - Phase 10	0380294-001-DWC-CM	9/27/2019	6/4/2020
Phase 5B.2 Master Wastewater System - VOSO	0356164-019-DWC-CM	10/8/2019	3/12/2021
Includes Unit 48, 49, 50, 62, 63, Meggison Road Phase 7 and St. Catherine Circle			
Phase 5B.3 Master Wastewater System - VOSO	0356164-018-DWC-CM	10/9/2019	5/12/2021
Includes Units 51, 52, 53, 54 and 64			
The Villages of Southern Oaks - Units 46, 47, 60 and 61	0352811-002-DWC-CM	10/9/2019	8/26/2020
Meggison Road PH 2B	0371909-007-DWC-CM	10/14/19	
GRSIP Master Sewer System PH2	0381225-001-DWC-CM	10/25/19	9/23/2020
TVOSO - Phase 5B.1 Master Sewer System	0356164-020-CM	11/05/19	7/6/2021
Phase 5D Master Sewer System - VOSO	0356164-021-DWC-CM	12/9/2019	
Includes Units 79-93, Hawkins Postal & Rec, Hawkins Dr & Meggison Rd Ph 6B			
Phase 10A Master Sewer System - VOSO	0356164-022-DWC-CM	12/09/19	Partial #1=8/26/2020
Includes Units 130-133			
Ezell Recreation Ceneter - VOSO	0352811-004-DWC-CM	02/10/20	3/31/2021
Ty Villas - VOSO	0352811-005-DWC-CM	02/14/20	10/2/2020
The Villages of Southern Oaks - 5C Master Sewer Storm Water Phase1	0384929-001-DWC-CM	02/25/20	8/19/2021
Includes Unit 70-74 and Lift Station #32			
SSU Lift Station #37 FM Extension	0386866-001-DWC-CM	04/20/20	
Homestead Village Recreation Center VOSO	0352811-006-DWC-CM	04/21/20	8/27/2021
SSU-Warm Springs Force Main Ext.	0386819-001-DWC-CM	04/22/20	
The Villages of Southern Oaks 5C.2 Master Wastewater System	0356164-024-DWC-CM	05/01/20	
VOF - 10B & 10C Master Sewer System	0344619-030-DWC-CM	05/20/20	Partial #1=8/26/2020
Includes Unit 13, Redbud Villas, Unit 626 Palmetto Villas, Unit 627 Swallowtail Villas & Unit 628 Sugarberry Villas			

The Villages of Southern Oaks - Master Sewer PH 4A & 4B	0356164-025-DWC-CM	06/17/20	
Includes Units 95, 96 & 97			
The Villages of Southern Oaks - Phase 5C.3 Master Sewer System	0389262-001-DWC-CM	06/25/20	
Includes Units 75, 76, 77 & 78			
TVOSO Phase 5D.2 Master Sewer System	0356164-026-DWC-CM	7/24/2020	
The Villages of Southern Oaks - Phase 5B.1 Master Wastewater System Modification	0356164-028-DWC-CM	07/29/20	1/7/2021
GRSIP - DZ Precast, Block & Ready Mix Sites	0390265-001-DWC-CM	07/31/20	
Villages of Southern Oaks - Phase 4B.2 & 4B.3 Master Sewer System	0356164-027-DWC-CM	08/20/20	
Includes Units 98, 99, 100, 101, 102 & 103			
Villages of Southern Oaks - Phase 4B.4 & 4C Master Sewer System	0356164-030-DWC-CM	08/25/20	
TVOSO - Phase 3D Master Sewer System	0356164-029-DWC-CM	09/22/20	
Ezell Recreation Center PH 2 AKA Sawgrass Market- VOSO	0356164-031-DWC-CM	10/23/20	5/12/2021
Villages of Southern Oaks Golf Maintenance Facility	0352811-007-DWC-CL	11/20/20	
VOWL - Phase 7A.2 Master Sewer System	0399574-001-DWC-CM	03/02/21	
VOWL - Phase 7A.3 Master Sewer System	0399574-002-DWC-CM	03/03/21	
VOWL - Phase 7A.1 Master Sewer System	0399574-003-DWC-CM	04/16/21	
VOSO - Phase 4C MOD	0356164-033-DWC-CM	04/15/21	
VOWL - Phase 7B.2 Master Sewer System	0399574-005-DWC-CM	04/26/21	
Includes Units 62-64			
VOWL - Phase 7B.1 Master Sewer System	0399574-004-DWC-CM	05/04/21	
Includes Units 65, 66 & 67 and portion of Meggison Road Phase 12			
VOWL - Phase 7B.3 Master Sewer System	0399574-006-DWC-CM	05/04/21	
Includes Units 68-72 and Meggison Road PH12			
VOWL - Phase 7C.1 Master Sewer System	0399574-007-DWC-CM	06/04/21	
Includes Units 73-77 and Chandler Dr. PH1			
VOWL - Phase 7C.2 Master Sewer System	0399574-008-DWC-CM	06/10/21	
Includes Units 78-83, Chandler Dr. PH2 and Lake Denham Dr. PH1			
Lake Okahumpka Village Rec Center	0408732-001-DWC-CL	08/24/21	
Clarendon VRC VOSO	0356164-034-DWC-CL	08/26/21	
GRSIP - Holland Parkway PH 3	0381225-002-DWC-CM	08/26/21	
VOWL - Homestead Rec PH 2	0399574-009-DWC-CM	09/01/21	

SSU General Permit - Wastewater	Permit Number	Date of Issue	Date Cleared
Meggison Road Sewer Phase 6A	0371909-006-DWC-CG	10/14/2019	

South Sumter Utility Company Water Permit Summary

FDEP

SSU Water Treatment Facilities (PWS #3600009)	Permit Number	Date of Issue	Date Cleared
SSU WTP #1	0124846-205-WC	01/31/18	N/A Superseded by 0124846-220-WC
SSU WTP #1	0124846-220-WC	08/21/18	7/1/2019 with new PWS ID 3600009
SSU WTP #1	0124846-240-WC-MM	04/18/19	N/A modification, this became a part of 0124846-220-WC
Modification to allow for changes in the scope of work to include construction of 70 LF of 16" ductile iron water main and 288 LF of 20" PVC water main.			
SSU WTP #1	012486-220-WC	07/19/19	N/A modification, this became a part of 0124846-220-WC
Approval to rerate WTP #1 to 4.99 MGD and reduce staffing requirements.			

This project was originally permitted as The Villages of Southern Oaks WTP No. 1 PWS ID#6600331. When the project was cleared for service on 7/1/2019, FDEP issued a new PWD ID# 6600331 to be used for all future reference and this project became known as SSU WTP #1.

SSU Water Distribution	Permit Number	Date of Issue	Date Cleared
Keller Villas - Village of Southern Oaks	0124846-188-DS	7/20/2017	4/17/2018
Unit 016 VOSO	0124846-187-DS	7/27/2017	4/24/2018
Unit 014 VOSO	0124846-185-DS	7/27/2017	4/26/2018
Corbin Trail PH 1 - Village of Southern Oaks	0124846-189-DS	7/27/2017	5/1/2018
Fenney Way Phase 5 - VOSO	0124846-186-DS	7/27/2017	4/24/2018
Patricia Villas - Village of Southern Oaks	0124846-192-DS	8/8/2017	5/8/2018
Unit 015 VOSO	0124846-191-DS	8/8/2017	5/16/2018
Fenney Way Phase 6 - VOSO	0124846-190-DS	8/8/2017	4/27/2018
Unit 017 VOSO	0124846-193-DS	8/11/2017	5/16/2018
Unit 018 VOSO	0124846-195-DS	8/14/2017	6/18/2018
Carla Villas - Village of Southern Oaks	0124846-194-DS	8/14/2017	5/16/2018
Laine Villas - Village of Southern Oaks	0124846-196-DS	8/14/2017	6/18/2019
Unit 19 - VOSO	0124846-197-DS	9/27/2017	6/29/2018
Haven Villas - VOSO	0124846-198-DS	9/27/2017	8/3/2018
The Villages of Southern Oaks (VOSO)	0124846-201-DS	10/24/2017	11/19/2018
The Villages of Southern Oaks - Buena Vista Blvd Ph 8	0124846-203-DS	12/27/2017	2/25/2020 Re-permitted by 0371747-003-DS
South Sumter Utility (SSU) Water Main PH 1	0124846-204-DS	1/9/2018	8/6/2019
The Villages of Southern Oaks - Master Potable Water PH 3B	0124846-211-DS	4/4/2018	Partial #1= 2/13/19, Partial #2= 4/29/19, Partial 3#= 6/3/19, Partial #4= 9/25/19, FINAL CLEARANCE= 11/7/19
The Villages of Southern Oaks - Master Potable Water PH3C	0124846-212-DS	4/5/2018	1/15/2020
The Villages of Southern Oaks - Master Potable Water PH 3C	0124846-238-DS-MM	3/28/2019	N/A Part of 0124846-212-DS
Everglades Regional Rec Center - VOSO	0124846-213-DS	4/10/2018	4/3/2019
Everglades Regional Rec Center - VOSO	0124846-230-DS	11/5/2018	N/A Part of 0124846-213-DS
Everglades Regional Rec Center - VOSO	0124846-222-DS-MM	8/31/2018	N/A Part of 0124846-213-DS
Cattail Post Park and Rec Center - VOSO	0124846-215-DS	5/4/2018	3/13/2019
The Villages of Southern Oaks - Master Potable Water Phase 2	0124846-216-DS	5/7/2018	
VOSO Villages Public Safety Department station No. 47	0124846-218-DS	6/20/2018	4/1/2019
Swallowtail PP and Rec Center - VOSO	0124846-221-DS	8/31/2018	4/16/2019
The Villages of Southern Oaks - Master Potable Water Phase 6A	0124846-223-DS	9/7/2018	Partial = 1/29/2020 FINAL = 5/7/2020
The Villages of Southern Oaks - Master Potable Water Phase 4A	0124846-224-DS	10/10/2018	11/27/2019
Fenney Way Phase 6 Interconnect Water Meter - VOSO	0124846-232-DS	11/15/2018	2/8/2019
Corbin Trail Phase 1 Interconnect Water Meter - VOSO	0124846-231-DS	11/15/2018	2/8/2019
Meggison Water Main Phase 2A	0371747-001-DS	1/7/2019	8/29/2019
Cattail Postal Park and Rec Center - VOSO	0124846-237-DS	1/31/2019	3/14/2019
SSU-DPM Maintenance Facility Mass Grading - VOSO	0371747-002-DS	3/7/2019	6/3/2019
Meggison Water Main Phase 5	0371747-003-DS	4/15/2019	9/22/2020
Warm Springs Avenue Water Main	0371747-006-DS	5/28/2019	2/11/2020
Warm Springs Avenue Water Main	0371747-008-WCMM	6/12/2019	N/A Part of 0371747-006-DS
Meggison Water Main Phase 3	0371747-010-DS	8/27/2019	10/13/2020
Bigham N Turnpike Crossing SSU WM	0371747-011-DS	9/16/2019	
Aviary Village Recreation Center	0371747-015-DS	9/19/2019	6/5/2020

Meggison Road PH 4	0371747-016-DS	9/23/2019	10/8/2020
Phase 5B.2 Master Water System - VOSO	0371747-017-DS	9/27/2019	Partial=7/15/2020 Partial #2=8/13/2020 Final=11/16/2020
Includes Unit 48, 49, 50, 62, 63, Meggison Road Phase 7 and St. Catherine Circle			
Phase 5B.3 Master Water System - VOSO	0371747-018-DS	10/3/2019	11/23/2020
Includes Units 51, 52, 53, 54 and 64			
Meggison Water Main Phase 2B	0371747-020-DS	10/14/2019	10/14/2020
The Villages of Southern Oaks - Phase 5B.1 Master Water System	0371747-022-DS	10/17/2019	Partial=12/17/2020 FINAL=1/20/21
Includes Units 55, 56, 57, 65, 66, 67 & Meggison Rd Ph 8			
Gov. Rick Scott Ind. Park Master Water System PH2	0371747-021-DS	10/21/2019	Partial=7/13/2020 FINAL=7/27/2020
Phase 5D Master Water System - VOSO	0371747-024-DS	11/12/2019	Partial=8/6/2020 Partial#2=1/25/21 Partial#3=3/23/21
Includes Unit 79 through Unit 93, Hawkins Drive and Meggison Road Phase 6B			
The Villages of Southern Oaks - Phase 10A Master Water	0371747-027-DS	11/18/2019	Partial=7/8/2020
Includes Units 130, 131, 132 and 133			
Gov. Rick Scott Ind. Park Water Main & Offsite Utility	0371747-025-DS	11/13/2019	7/13/2020
VOF Phase 10B and 10C	0371747-026-DS	11/18/2019	Partial=7/8/2020
Includes Unit 13, Boaz, Palmetto Sugarberry & Swallowtail Villas			
VOF Phase 10B and 10C	0371747-043-DS-MM	2/4/2021	N/A part of 0371747-026-DS
Ty Villas - VOSO	0371747-030-DS	2/12/2020	11/23/2020
Ezell Recreation Center VOSO	0371747-029-DS	2/6/2020	3/31/2021
The Villages of Southern Oaks - 5C Master Sewer Storm Water Phase 1 AKA 5C Master Water Phase 1	0371747-031-DS	2/19/2020	Partial=2/15/21 FINAL=3/19/2021
Includes Units 70, 71, 72, 73 and 74			
Homestead Village Recreation Center	0371747-032-DS	4/15/2020	2/15/2021
The Villages of Southern Oaks 5C.2 Master Water System	0371747-033-DS	4/28/2020	Partial=4/5/2021 FINAL=4/12/21
The Villages of Southern Oaks - Phase 4 & 4B Master Water System	0371747-034-DS	6/17/2020	
Includes Units 95, 96 & 97			
The Villages of Southern Oaks - Phase 5C.3 Master Water System	0371747-035-DS	6/24/2020	
Includes Units 75, 76, 77 and 78			
The Villages of Southern Oaks - Phase 5D.2 Master Water System	0371747-036-DS	7/20/2020	
Includes Units 92, 93 and 94			
GRSIP - DZ Precast, Block and Read Mix Sites	0371747-037-DS	7/1/2020	Partial=9/30/2020 FINAL=2/4/2021
The Villages of Southern Oaks - Phase 3D Master Water System	0371747-039-DS	8/17/2020	
Includes Units 116-137 Marsh Bend Trail Phase 5 and Phase 6			
The Villages of Southern Oaks - Phase 4B.4 & 4C Master Water System	0371747-040-DS	8/17/2020	
Includes Units 104-114			
South Sumter Utility Elevated Storage Tank No. 1	0371747-028-DS	9/8/2020	
Meggison Water Main Phase 2B	0371747-020-DS	10/14/2019	10/14/2020
Villages of Southern Oaks Golf Maintenance Facility	0371747-041-DS	10/22/2020	3/5/2021
Ezell Recreation Center PH 2 AKA Sawgrass Market -VOSO	0371747-042-DS	10/23/2020	
Landstone Maintenance & Construction Office Water Main Extension	0391375-002-DS	10/22/2020	
Villages of Southern Oaks - Phase 4B.2 & 4B.3 Master Water System	0371747-038-DS	08/10/20	
Includes Units 98, 99, 100, 101, 102 & 103			
VOWL - Phase 7A.3 Master Water System	0371747-046-DS	3/4/2021	
VOWL - Phase 7A.1 Master Water System	0371747-044-DS	3/4/2021	
South Sumter Utilities & City of Coleman Emergency Water Main Interconnection	0371747-047-DS	3/12/2021	
South Sumter Utilities & City of Wildwood Emergency Water Main Interconnection	0371747-048-DS	3/8/2021	
VOWL - Phase 7B.2 Master Water System	0371747-050-DS	4/5/2021	
Includes Units 62-64			
VOWL - Phase 7B.2 Master Water System Modification	0371747-054-DS-MM	4/16/2021	N/A Part of 0371747-050-DS
VOWL - Phase 7B.1 Master Water System	0371747-051-DS	4/12/2021	
Includes Units 65, 66 & 67 and portion of Meggison Road Phase 12			
VOWL - Phase 7B.3 Master Water System	0371747-052-DS	4/14/2021	
Includes Units 68-72 and Meggison Road PH12			

SSU General Permit - Water Main Extension	Permit Number	Date of Issue	Date Cleared
CR 468 Utilities Extension	0124846-217-DSGP	5/31/2018	2/20/2019
CR 468 Utilities Extension	0124846-217-DSGP	5/31/2018	2/20/2019

Connectivity Bridge SR 44 at Meggison	0124846-239-DSGP	4/15/2019	5/29/2019
Magnolia Plaza - VOSO	0371747-005-DSGP	5/3/2019	
The Villages of Southern Oaks - Unit 33 and Unit 35 Watermain	0371747-007-DSGP	6/10/2019	6/29/2019
River Bend VRC - VOSO	0371747-009-DSGP	6/20/2019	7/18/2019
Warm Springs Ave Crossing - West of Turnpike	0371747-012-DSGP	9/16/2019	11/12/2019
Morse Boulevard - Phase 10	0371747-013-DSGP	9/18/2019	Partial=3/19/2020 FINAL=5/19/2020
Unit 46, 47, 60 & 61 VOSO	0371747-014-DSGP	9/24/2019	Partial Unit 60 = 2/28/2020 FINAL = 5/8/2020
Meggison Road Phase 6A	0371747-019-DSGP	9/30/2019	8/17/2020
VOWL - Phase 7A.2 Master Water System	0371747-045-DSGP	3/4/2021	
The Villages of Southern Oaks Phase 5C Water Main Extension	0371747-049-DSGP	3/30/2021	
TVOSO - Phase 4C Modifications (Units 112 & 114) Master Water System	0371747-053	4/15/2021	

South Sumter Utility Company Water Permit Summary

FDEP

SSU Water Treatment Facilities (PWS #3600009)	Permit Number	Date of Issue	Date Cleared
SSU WTP #1	0124846-205-WC	01/31/18	N/A Superseded by 0124846-220-WC
SSU WTP #1	0124846-220-WC	08/21/18	7/1/2019 with new PWS ID 3600009
SSU WTP #1	0124846-240-WC-MM	04/18/19	N/A modification, this became a part of 0124846-220-WC
Modification to allow for changes in the scope of work to include construction of 70 LF of 16" ductile iron water main and 288 LF of 20" PVC water main.			
SSU WTP #1	012486-220-WC	07/19/19	N/A modification, this became a part of 0124846-220-WC
Approval to rerate WTP #1 to 4.99 MGD and reduce staffing requirements.			

This project was originally permitted as The Villages of Southern Oaks WTP No. 1 PWS ID#6600331. When the project was cleared for service on 7/1/2019, FDEP issued a new PWD ID# 6600331 to be used for all future reference and this project became known as SSU WTP #1.

SSU Water Distribution	Permit Number	Date of Issue	Date Cleared
Keller Villas - Village of Southern Oaks	0124846-188-DS	7/20/2017	4/17/2018
Unit 016 VOSO	0124846-187-DS	7/27/2017	4/24/2018
Unit 014 VOSO	0124846-185-DS	7/27/2017	4/26/2018
Corbin Trail PH 1 - Village of Southern Oaks	0124846-189-DS	7/27/2017	5/1/2018
Fenney Way Phase 5 - VOSO	0124846-186-DS	7/27/2017	4/24/2018
Patricia Villas - Village of Southern Oaks	0124846-192-DS	8/8/2017	5/8/2018
Unit 015 VOSO	0124846-191-DS	8/8/2017	5/16/2018
Fenney Way Phase 6 - VOSO	0124846-190-DS	8/8/2017	4/27/2018
Unit 017 VOSO	0124846-193-DS	8/11/2017	5/16/2018
Unit 018 VOSO	0124846-195-DS	8/14/2017	6/18/2018
Carla Villas - Village of Southern Oaks	0124846-194-DS	8/14/2017	5/16/2018
Laine Villas - Village of Southern Oaks	0124846-196-DS	8/14/2017	6/18/2019
Unit 19 - VOSO	0124846-197-DS	9/27/2017	6/29/2018
Haven Villas - VOSO	0124846-198-DS	9/27/2017	8/3/2018
The Villages of Southern Oaks - Master Potable Water PH 3A	0124846-201-DS	10/24/2017	11/19/2018
The Villages of Southern Oaks - Buena Vista Blvd Ph 8	0124846-203-DS	12/27/2017	2/25/2020 Re-permitted by 0371747-003-DS
South Sumter Utility (SSU) Water Main PH 1	0124846-204-DS	1/9/2018	8/6/2019
The Villages of Southern Oaks - Master Potable Water PH 3B	0124846-211-DS	4/4/2018	Partial #1= 2/13/19, Partial #2= 4/29/19, Partial #3= 6/3/19, Partial #4= 9/25/19, FINAL = 11/7/19
The Villages of Southern Oaks - Master Potable Water PH3C	0124846-212-DS	4/5/2018	1/15/2020
The Villages of Southern Oaks - Master Potable Water PH 3C	0124846-238-DS-MM	3/28/2019	N/A Part of 0124846-212-DS
Everglades Regional Rec Center - VOSO	0124846-213-DS	4/10/2018	4/3/2019
Everglades Regional Rec Center - VOSO	0124846-230-DS	11/5/2018	N/A Part of 0124846-213-DS
Everglades Regional Rec Center - VOSO	0124846-222-DS-MM	8/31/2018	N/A Part of 0124846-213-DS
Cattail Post Park and Rec Center - VOSO	0124846-215-DS	5/4/2018	3/13/2019
The Villages of Southern Oaks - Master Potable Water Phase 2	0124846-216-DS	5/7/2018	10/10/2019
VOSO Villages Public Safety Department station No. 47	0124846-218-DS	6/20/2018	4/1/2019
Swallowtail PP and Rec Center - VOSO	0124846-221-DS	8/31/2018	4/16/2019
The Villages of Southern Oaks - Master Potable Water Phase 6A	0124846-223-DS	9/7/2018	Partial = 1/29/2020 FINAL = 5/7/2020
The Villages of Southern Oaks - Master Potable Water Phase 4A	0124846-224-DS	10/10/2018	12/2/2019
Fenney Way Phase 6 Interconnect Water Meter - VOSO	0124846-232-DS	11/15/2018	2/8/2019
Corbin Trail Phase 1 Interconnect Water Meter - VOSO	0124846-231-DS	11/15/2018	2/8/2019
Meggison Water Main Phase 2A	0371747-001-DS	1/7/2019	8/29/2019
Cattail Postal Park and Rec Center - VOSO	0124846-237-DS	1/31/2019	3/14/2019
SSU-DPM Maintenance Facility Mass Grading - VOSO	0371747-002-DS	3/7/2019	6/3/2019
Meggison Water Main Phase 5	0371747-003-DS	4/15/2019	9/22/2020
SSU-COW Interconnects at Southern Oaks water Treatment Plant	0371747-004-DS	4/15/2019	7/1/2019
Warm Springs Avenue Water Main	0371747-006-DS	5/28/2019	2/11/2020
Warm Springs Avenue Water Main	0371747-008-WCMM	6/12/2019	N/A Part of 0371747-006-DS
Meggison Water Main Phase 3	0371747-010-DS	8/27/2019	10/13/2020
Bigham N Turnpike Crossing SSU WM	0371747-011-DS	9/16/2019	
Aviary Village Recreation Center	0371747-015-DS	9/19/2019	6/5/2020
Meggison Road PH 4	0371747-016-DS	9/23/2019	10/8/2020
Phase 5B.2 Master Water System - VOSO	0371747-017-DS	9/27/2019	Partial=7/15/2020 Partial #2=8/13/2020 Final=11/16/2020
Includes Unit 48, 49, 50, 62, 63, Meggison Road Phase 7 and St. Catherine Circle			
Phase 5B.3 Master Water System - VOSO	0371747-018-DS	10/3/2019	11/23/2020
Includes Units 51, 52, 53, 54 and 64			
Meggison Water Main Phase 2B	0371747-020-DS	10/14/2019	10/14/2020
The Villages of Southern Oaks - Phase 5B.1 Master Water System	0371747-022-DS	10/17/2019	Partial=12/17/2020 FINAL=1/20/21
Includes Units 55, 56, 57, 65, 66, 67 & Meggison Rd Ph 8			
Gov. Rick Scott Ind. Park Master Water System PH2	0371747-021-DS	10/21/2019	Partial=7/13/2020 FINAL=7/27/2020
Phase 5D Master Water System - VOSO	0371747-024-DS	11/12/2019	Partial=8/6/2020 Partia#2=1/25/21 Partia#3=3/23/21 FINAL=5/10/2021

Includes Unit 79 through Unit 93, Hawkins Drive and Meggison Road Phase 6B			
Gov. Rick Scott Ind. Park Water Main & Offsite Utility Improvements	0371747-025-DS	11/13/2019	7/13/2020
VOF Phase 10B and 10C	0371747-026-DS	11/18/2019	Partial=7/8/2020 FINAL=8/16/21
Includes Unit 13, Boaz, Palmetto Sugarberry & Swallowtail Villas			
VOF Phase 10B and 10C	0371747-043-DS-MM	2/4/2021	N/A part of 0371747-026-DS
The Villages of Southern Oaks - Phase 10A Master Water System	0371747-027-DS	11/18/2019	Partial=7/8/2020 Partial #2=5/11/21 FINAL = 6/21/21
Includes Units 130, 131, 132 and 133			
Ezell Recreation Center VOSO	0371747-029-DS	2/6/2020	3/31/2021
Ty Villas - VOSO	0371747-030-DS	2/12/2020	11/23/2020
The Villages of Southern Oaks - 5C Master Sewer Storm Water Phase 1 AKA 5C Master Water Phase 1	0371747-031-DS	2/19/2020	Partial=2/15/21 FINAL=3/19/2021
Includes Units 70, 71, 72, 73 and 74			
Homestead Village Recreation Center	0371747-032-DS	4/15/2020	2/15/2021
The Villages of Southern Oaks 5C.2 Master Water System	0371747-033-DS	4/28/2020	Partial=4/5/2021 FINAL=4/12/21
The Villages of Southern Oaks - Phase 4 & 4B Master Water System	0371747-034-DS	6/17/2020	Partial=8/12/2021
Includes Units 95, 96 & 97			
The Villages of Southern Oaks - Phase 5C.3 Master Water System	0371747-035-DS	6/24/2020	6/22/2021
Includes Units 75, 76, 77 and 78			
GRSIP - DZ Precast, Block and Ready Mix Sites	0371747-037-DS	7/1/2020	Partial=9/30/2020 FINAL=2/4/2021
The Villages of Southern Oaks - Phase 5D.2 Master Water System	0371747-036-DS	7/20/2020	6/16/2021
Includes Units 92, 93 and 94			
Villages of Southern Oaks - Phase 4B.2 & 4B.3 Master Water System	0371747-038-DS	08/10/20	
Includes Units 98, 99, 100, 101, 102 & 103			
The Villages of Southern Oaks - Phase 3D Master Water System	0371747-039-DS	8/17/2020	Partial=8/11/2021
Includes Units 116-137 Marsh Bend Trail Phase 5 and Phase 6			
The Villages of Southern Oaks - Phase 4B.4 & 4C Master Water System	0371747-040-DS	8/17/2020	
Includes Units 104-114			
South Sumter Utility Elevated Storage Tank No. 1	0371747-028-DS	12/13/2019	9/8/2020
Villages of Southern Oaks Golf Maintenance Facility	0371747-041-DS	10/22/2020	3/5/2021
Ezell Recreation Center PH 2 AKA Sawgrass Market -VOSO	0371747-042-DS	10/23/2020	5/12/2021
VOWL - Phase 7A.3 Master Water System	0371747-046-DS	3/4/2021	
VOWL - Phase 7A.1 Master Water System	0371747-044-DS	3/4/2021	
South Sumter Utilities & City of Wildwood Emergency Water Main Interconnection	0371747-048-DS	3/8/2021	
South Sumter Utilities & City of Coleman Emergency Water Main Interconnection	0371747-047-DS	3/12/2021	
VOWL - Phase 7B.2 Master Water System	0371747-050-DS	4/5/2021	
Includes Units 62-64			
VOWL - Phase 7B.2 Master Water System Modification	0371747-054-DS-MM	4/16/2021	N/A Part of 0371747-050-DS
VOWL - Phase 7B.1 Master Water System	0371747-051-DS	4/12/2021	
Includes Units 65, 66 & 67 and portion of Meggison Road Phase 12			
VOWL - Phase 7B.3 Master Water System	0371747-052-DS	4/14/2021	
Includes Units 68-72 and Meggison Road PH12			
VOWL - Phase 7C.1 Master Water System	0371747-055-DS	5/28/2021	
Includes Units 73-77 and Chandler Dr. PH1			
VOWL - Phase 7C.2 Master Water System	0371747-056-DS	6/2/2021	
Includes Units 78-83			
Lake Okahumpka Village Rec Center	0371747-058-DS	8/27/2021	

SSU General Permit - Water Main Extension	Permit Number	Date of Issue	Date Cleared
CR 468 Utilities Extension	0124846-217-DSGP	5/31/2018	2/20/2019
Connectivity Bridge SR 44 at Meggison	0124846-239-DSGP	4/15/2019	5/29/2019
Magnolia Plaza - VOSO	0371747-005-DSGP	5/3/2019	11/25/2019
The Villages of Southern Oaks - Unit 33 and Unit 35 Watermain Connection	0371747-007-DSGP	6/10/2019	6/29/2019
River Bend VRC - VOSO	0371747-009-DSGP	6/20/2019	7/18/2019
Warm Springs Ave Crossing - West of Turnpike	0371747-012-DSGP	9/16/2019	11/12/2019
Morse Boulevard - Phase 10	0371747-013-DSGP	9/18/2019	Partial=3/19/2020 FINAL=5/19/2020
Unit 46, 47, 60 & 61 VOSO	0371747-014-DSGP	9/24/2019	Partial Unit 60 = 2/28/2020 FINAL = 5/8/2020
Meggison Road Phase 6A	0371747-019-DSGP	9/30/2019	8/17/2020
VOWL - Phase 7A.2 Master Water System	0371747-045-DSGP	3/4/2021	
The Villages of Southern Oaks Phase 5C Water Main Extension	0371747-049-DSGP	3/30/2021	7/7/2021
TVOSO - Phase 4C Modifications (Units 112 & 114) Master Water System	0371747-053-DSGP	4/15/2021	
Magnolia Plaza - OMNI Building 2 - VOSO	0371747-057-DSGP	7/22/2021	8/17/2021
GRSIP - Holland Parkway PH 3	0371747-059-DSGP	8/26/2021	

SCHEDULE 4

WARRANTIES

1. Warranty from North Lake Electric, Inc. expiring on January 31, 2022 with respect to the South Sumter Utility Company Elevated Water Tower #1.
2. Warranty from RCM Utilities, LLC expiring on January 4, 2022 with respect to SSU Water Tower #1.
3. Overall Project Warranty from Garney Construction expiring on December 1, 2020, with a separate warranty as to the generator and ATS that expires June 27, 2024, with respect to the South Sumter Utility Company Water Treatment Plant #1.
4. Warranty from CB&I Storage Solutions expiring on May 7, 2022 with respect to the 500,000 gallon elevated water tank.
5. The warranties related to the System previously issued by Rainey Construction Company, LLC (“Rainey”) shown on Schedule 4-1 attached hereto, it being agreed that all warranties issued by Rainey after the date hereof will be issued directly to Assignee.

SSU Install/Warranty Dates (Sept 1, 2021 Update)

For all listed items, the warranty documentation is maintained by Jacobs

Description	Classification Name	Model	Serial Num	Install Date	Warranty Ends
SSU Lift Stations					
SSU Lift Station #11 Biorem 100 Gallon Black Chemical Nutrient Tank	Tank Folder	100 Gallon Tank		9/30/2020	9/30/2021
SSU Lift Station #11 Biorem Air Flow Damper Valve	Air Relief Valve	8"		9/30/2020	9/30/2021
SSU Lift Station #11 Biorem Blower	BLOWER-CT	Universal Fan & Blower FRB/C-135-0890	22655	9/30/2020	9/30/2021
SSU Lift Station #11 Biorem Blower Motor	Motor Folder	Teco Westinghouse Cat#PDH0024	QEE2193483002	9/30/2020	9/30/2021
SSU Lift Station #11 Biorem Chemical Nutrient Pump	Metering Pump	Chem Tech XP Series XP007LALX	1038233	9/30/2020	9/30/2021
SSU Lift Station #11 Biorem Control Panel	Control Panel	Schaefer's	K-4284	9/30/2020	9/30/2021
SSU Lift Station #11 Biorem Media Wetting Flow Meter (small pipe)	Magnetic Flow Meter	Keyence FD-Q		9/30/2020	9/30/2021
SSU Lift Station #11 Biorem Odor Control System	Bio Filter Odor Control	Biorem TK-400		9/30/2020	9/30/2021
SSU Lift Station #11 Biorem Recirculation Flow Meter	Magnetic Flow Meter	Keyence FD-Q		9/30/2020	9/30/2021
SSU Lift Station #11 Biorem Recirculation Pump	Metering Pump	SERFILCO MODEL# 9324	DB9PFS.D.75	9/30/2020	9/30/2021
SSU Lift Station #11 Biorem Recirculation Pump Motor	Motor Folder	Brook Crompton TF2N.75.2C	467904	9/30/2020	9/30/2021
SSU Lift Station #11 Biorem VFD	Variable Frequency Drive	Danfoss VLT Aquadrive 134G0611	O10110H230	9/30/2020	9/30/2021
SSU Lift Station #11 Flow Meter Panel	Control Panel	SCE 3914877	SCE-60EL3616SSLP	9/30/2020	9/30/2021
SSU Lift Station #11 Submersible Pump #1 (150HP)	Centrifugal Pump Submersible	SBL15000M4-4	10582100	7/22/2021	7/22/2022
SSU Lift Station #11 Submersible Pump #2 (150HP)	Centrifugal Pump Submersible	SBL15000M4-4	10582101	7/22/2021	7/22/2022
SSU Lift Station #11 Submersible Pump #3 (150HP)	Centrifugal Pump Submersible	SBL15000M4-4	10582102	7/23/2021	7/23/2022
SSU Lift Station #30 (769 Auster Avenue)	Lift Station			11/17/2020	11/17/2021
SSU Lift Station #30 Blow-Off Plug Valve	Plug Valve	Dezurik 4		11/17/2020	11/17/2021
SSU Lift Station #30 Check Valve #1	Check Valve	Kennedy Clow 4		11/17/2020	11/17/2021
SSU Lift Station #30 Check Valve #2	Check Valve	Kennedy Clow 4		11/17/2020	11/17/2021
SSU Lift Station #30 Control Panel	Control Panel	Unitron Controls	S045397	11/17/2020	11/17/2021
SSU Lift Station #30 Main Power Disconnect	Electrical Power System	Square D	H36NR8	11/17/2020	11/17/2021
SSU Lift Station #30 Piping System	Piping	DUCTILE		11/17/2020	11/17/2021
SSU Lift Station #30 PLC	Programmable Logic Controller (PLC)	Compactlogix L24ER 1769-ECR	WIN (21) 7M3KE4NC	11/17/2020	11/17/2021
SSU Lift Station #30 Plug Valve #1	Plug Valve	Dezurik 4"		11/17/2020	11/17/2021
SSU Lift Station #30 Plug Valve #2	Plug Valve	Dezurik 4"		11/17/2020	11/17/2021
SSU Lift Station #30 Submersible Pump #1	Centrifugal Pump Submersible	S4M4750M2-4	10621391	11/17/2020	11/17/2021
SSU Lift Station #30 Submersible Pump #2	Centrifugal Pump Submersible	S4M4750M2-4	10621392	11/17/2020	11/17/2021
SSU Lift Station #30 Telemetry Panel	Remote Telemetry Unit	Austin E102025		11/17/2020	11/17/2021
SSU Lift Station #30 Valve Vault	Valve Vault			11/17/2020	11/17/2021
SSU Lift Station #30 Wet Well	Wet Well			11/17/2020	11/17/2021
SSU Lift Station #31 (5846 St Catherine Circle)	Lift Station			11/17/2020	11/17/2021
SSU Lift Station #31 Blow-Off Plug Valve	Plug Valve	Dezurik 8"		11/17/2020	11/17/2021
SSU Lift Station #31 Check Valve #1	Check Valve	Kennedy Clow 8"		11/17/2020	11/17/2021
SSU Lift Station #31 Check Valve #2	Check Valve	Kennedy Clow 8"		11/17/2020	11/17/2021
SSU Lift Station #31 Control Panel	Control Panel	Unitron Controls	S046367	11/17/2020	11/17/2021
SSU Lift Station #31 Flow Meter	Magnetic Flow Meter	McCrometer Ultra Mag	UP20-Q166	11/17/2020	11/17/2021
SSU Lift Station #31 Flow Meter Vault	Valve Vault			11/17/2020	11/17/2021
SSU Lift Station #31 Main Power Disconnect	Electrical Power System	Square D	CAT# H365NR	11/17/2020	11/17/2021
SSU Lift Station #31 Meter Main Power Disconnect	Electrical Power System	Square D	CAT# H365NR	11/17/2020	11/17/2021
SSU Lift Station #31 Piping System	Piping	DUCTILE		11/17/2020	11/17/2021
SSU Lift Station #31 PLC	Programmable Logic Controller (PLC)	Compactlogix L24ER 1769-ECR 1769-L24ER-QB1B	SM9BA6RW	11/17/2020	11/17/2021
SSU Lift Station #31 Plug Valve #1	Plug Valve	Dezurik 8"		11/17/2020	11/17/2021
SSU Lift Station #31 Plug Valve #2	Plug Valve	Dezurik 8"		11/17/2020	11/17/2021
SSU Lift Station #31 Potable Water Pressure Transmitter	Pressure Transmitters	WIKA A-10 50372475		11/17/2020	11/17/2021
SSU Lift Station #31 SEWCA Pressure Transmitter	Pressure Transmitters	WIKA A-10 50372475	1A012UATQJ2	11/17/2020	11/17/2021
SSU Lift Station #31 Soft Start #1	Soft Starter	Allen Bradley SMC-3 CAT# 150-C135NBD	74577561	11/17/2020	11/17/2021
SSU Lift Station #31 Soft Start #1	Soft Starter	Allen Bradley SMC-3 CAT# 150-C135NBD	74577565	11/17/2020	11/17/2021

SSU Install/Warranty Dates (Sept 1, 2021 Update)

For all listed items, the warranty documentation is maintained by Jacobs

Description	Classification Name	Model	Serial Num	Install Date	Warranty Ends
SSU Lift Station #31 Submersible Pump #1	Centrifugal Pump Submersible	S4T75000M4-4 75 HP/99.4 FLA	10621409	11/17/2020	11/17/2021
SSU Lift Station #31 Submersible Pump #2	Centrifugal Pump Submersible	S4T75000M4-4 75 HP/99.4 FLA	10621410	11/17/2020	11/17/2021
SSU Lift Station #31 Telemetry Panel	Remote Telemetry Unit	Schaefer's 200-0107		11/17/2020	11/17/2021
SSU Lift Station #31 Valve Vault	Valve Vault			11/17/2020	11/17/2021
SSU Lift Station #31 Wet Well	Wet Well			11/17/2020	11/17/2021
SSU Lift Station #33 (435 Seth Run)	Lift Station			4/5/2021	4/5/2022
SSU Lift Station #33 Blow-Off Plug Valve	Plug Valve	Dezurik 4"		4/5/2021	4/5/2022
SSU Lift Station #33 Check Valve #1	Check Valve	Clow Kennedy 4"		4/5/2021	4/5/2022
SSU Lift Station #33 Check Valve #2	Check Valve	Clow Kennedy 4"		4/5/2021	4/5/2022
SSU Lift Station #33 Control Panel	Control Panel	Custom Equipment Manufacturing	SO46366	4/5/2021	4/5/2022
SSU Lift Station #33 Main Power Disconnect	Electrical Power System	Square D	Cat# H363NRB	4/5/2021	4/5/2022
SSU Lift Station #33 Piping System	Piping			4/5/2021	4/5/2022
SSU Lift Station #33 PLC	Programmable Logic Controller (PLC)	Allen-Bradley CompactLogix L24ER	7M9BAOQL	4/5/2021	4/5/2022
SSU Lift Station #33 Plug Valve #1	Plug Valve	Dezurik 4"		4/5/2021	4/5/2022
SSU Lift Station #33 Plug Valve #2	Plug Valve	Dezurik 4"		4/5/2021	4/5/2022
SSU Lift Station #33 Potable Water Pressure Transmitter	Pressure Transmitters			4/5/2021	4/5/2022
SSU Lift Station #33 Submersible Pump #1	Centrifugal Pump Submersible	S4NRC500M2-4 5 hp/29.5 FLA	16623131	4/5/2021	4/5/2022
SSU Lift Station #33 Submersible Pump #2	Centrifugal Pump Submersible	S4NRC500M2-4 5 hp/29.5 FLA	16623132	4/5/2021	4/5/2022
SSU Lift Station #33 Telemetry Panel	Remote Telemetry Unit	Schaefer's	SO46366	4/5/2021	4/5/2022
SSU Lift Station #33 Valve Vault	Valve Vault			4/5/2021	4/5/2022
SSU Lift Station #33 Wet Well	Wet Well			4/5/2021	4/5/2022
SSU Lift Station #34 (5908 Meggison Rd)	Lift Station			4/6/2021	4/6/2022
SSU Lift Station #34 Blow-Off Plug Valve	Plug Valve	Dezurik 4"		4/6/2021	4/6/2022
SSU Lift Station #34 Check Valve #1	Check Valve	Kennedy Clow 4"		4/6/2021	4/6/2022
SSU Lift Station #34 Check Valve #2	Check Valve	Kennedy Clow 4"		4/6/2021	4/6/2022
SSU Lift Station #34 Control Panel	Control Panel	Unltron Controls	BP# SO46824	4/6/2021	4/6/2022
SSU Lift Station #34 Main Power Disconnect	Electrical Power System	Square D	Cat# 362NRB	4/6/2021	4/6/2022
SSU Lift Station #34 Piping System	Piping	DUCTILE		4/6/2021	4/6/2022
SSU Lift Station #34 PLC	Programmable Logic Controller (PLC)	Compactlogix L24ER 1769-ECR	WIN (21) 7M3JUSQQ	4/6/2021	4/6/2022
SSU Lift Station #34 Plug Valve #1	Plug Valve	Dezurik 4"		4/6/2021	4/6/2022
SSU Lift Station #34 Plug Valve #2	Plug Valve	Dezurik 4"		4/6/2021	4/6/2022
SSU Lift Station #34 Potable Water Pressure Transmitter	Pressure Transmitters			4/6/2021	4/6/2022
SSU Lift Station #34 SEWWCA Pressure Transmitter	Pressure Transmitters	WIKA A-10 50372475		4/6/2021	4/6/2022
SSU Lift Station #34 Submersible Pump #1	Centrifugal Pump Submersible	S4NRC7503-4		4/6/2021	4/6/2022
SSU Lift Station #34 Submersible Pump #2	Centrifugal Pump Submersible	S4NRC7503-4		4/6/2021	4/6/2022
SSU Lift Station #34 Telemetry Panel	Remote Telemetry Unit	Austin E102025	59C0949-IND4X	4/6/2021	4/6/2022
SSU Lift Station #34 Valve Vault	Valve Vault			4/6/2021	4/6/2022
SSU Lift Station #34 Wet Well	Wet Well			4/6/2021	4/6/2022
SSU Lift Station #37 (5366 Meggison Road)	Lift Station			7/23/2021	7/23/2022
SSU Lift Station #37 Blow-Off Plug Valve	Plug Valve	Dezurik 4"		7/23/2021	7/23/2022
SSU Lift Station #37 Check Valve #1	Check Valve	Kennedy Clow 4"		7/23/2021	7/23/2022
SSU Lift Station #37 Check Valve #2	Check Valve	Kennedy Clow 4"		7/23/2021	7/23/2022
SSU Lift Station #37 Control Panel	Control Panel	Unltron Controls	SO43761	7/23/2021	7/23/2022
SSU Lift Station #37 Main Power Disconnect	Electrical Power System	Square D	Cat# HU363RB	7/23/2021	7/23/2022
SSU Lift Station #37 Meter Main Power Disconnect	Electrical Power System	Square D	Cat# HU363RB	7/23/2021	7/23/2022
SSU Lift Station #37 Piping System	Piping	DUCTILE		7/23/2021	7/23/2022
SSU Lift Station #37 PLC	Programmable Logic Controller (PLC)	Compactlogix L24ER 1769-ECR	7M9AZ90M	7/23/2021	7/23/2022
SSU Lift Station #37 Plug Valve #1	Plug Valve	Dezurik 4"		7/23/2021	7/23/2022
SSU Lift Station #37 Plug Valve #2	Plug Valve	Dezurik 4"		7/23/2021	7/23/2022

SSU Install/Warranty Dates (Sept 1, 2021 Update)

For all listed items, the warranty documentation is maintained by Jacobs

Description	Classification Name	Model	Serial Num	Install Date	Warranty Ends
SSU Lift Station #37 Submersible Pump #1	Centrifugal Pump Submersible	S4HRC750M3-2	10610344	7/23/2021	7/23/2022
SSU Lift Station #37 Submersible Pump #2	Centrifugal Pump Submersible	S4HRC750M3-2	10610345	7/23/2021	7/23/2022
SSU Lift Station #37 Telemetry Panel	Remote Telemetry Unit	Rittal WM 8017605	J3545-11	7/23/2021	7/23/2022
SSU Lift Station #37 Valve Vault	Valve Vault			7/23/2021	7/23/2022
SSU Lift Station #37 Wet Well	Wet Well			7/23/2021	7/23/2022
SSU Southern Oaks WTP					
SSU Southern Oaks WTP #1 Bio Filter Odor Control System Submersible Pump #1	Centrifugal Pump Submersible	MESPD50AH2 20		6/16/2021	6/16/2022
SSU Southern Oaks WTP #1 Bio Filter Odor Control System Submersible Pump #2	Centrifugal Pump Submersible	63323	37113-6813073	7/28/2021	7/28/2022
SSU Southern Oaks WTP #1 Pump Room Distribution Flowmeter	Magnetic Flow Meter	UM06-20 McCROMETER	UM20190165	10/30/2020	10/30/2021
SSU Southern Oaks WTP #1 Distribution Flowmeter	Magnetic Flow Meter	McCrometer Ultra Mag UM06-12WSR025A1	UP20-0679	10/1/2020	10/1/2021

SCHEDULE 4-1

Warranties (Rainey)

All warranties existing at Closing that are related to the System and which were previously issued by Rainey Construction Company, LLC ("Rainey"). In addition, Seller will cause Rainey to issue all new warranties related to the System and which are issued after Closing to be issued directly by Rainey to Purchaser. Such warranties are issued in the normal course by Rainey for each subdivision unit and other development areas pursuant to contracts between VLC or its affiliates, and Rainey, and run for 12 months from the date of final completion of the applicable work.

SCHEDULE 5

EXCLUDED ASSETS

1. Cash, bank accounts, or deposits of any kind of Assignor which are Assignor's sole property and are not subject to refund to customers, including developers or others.
2. Escrow and other provisions made by Assignor, Assignor's predecessor in interest, or Assignor's utility manager for payment of federal and state income taxes. As Assignor remains responsible for filing and satisfying its income tax obligations, such escrow or other funds held by the Assignor for payment of such taxes shall remain with the Assignor or its agent after the Closing Date.
3. Such other equipment of Assignor which is not utilized in the operation and maintenance of the Utility System in the Service Area.
4. All notes receivable of Assignor provided, however, that, except as otherwise specifically provided for herein, Assignor shall remain obligated to pay all accounts payable and other payables of Assignor incurred or accrued for the period prior to the Closing Date.
5. The legal entity name of the Assignor.
6. The CIAC charges.
7. Subject to Assignor completing the Utility Expansion, the Utility Expansion Completion Account and other amounts held for the Utility Expansion.
8. Rights of Assignor to receive a return of the letter of credit posted as the Irrevocable Letter of Credit, pursuant to the terms of the Indenture.
9. Right of Assignor to receive a return of the Debt Service Reserve Fund to the extent permitted by the Purchase Agreement and Indenture.
10. Agreements with utility providers to place lines in trenches as Assignor constructs the Utility System, together with any revenues arising thereunder.
11. Prepaid insurance.

Capitalized terms used herein but not otherwise defined shall have the meanings given to them in the Purchase Agreement.

Prepared By and Return To:

Jennifer Slone Tobin, Esquire
Shutts & Bowen LLP
300 South Orange Avenue, Suite 1600
Orlando, Florida 32801
Telephone: (407) 423-3200

SPECIAL WARRANTY DEED

This conveyance is made as a result of threatened condemnation by Grantee; therefore, documentary stamp tax is not collectible pursuant to Section 12B-4.014(13), Florida Administrative Code

THIS **SPECIAL WARRANTY DEED** is made as of this 25th day of October, 2021, by **SOUTH SUMTER UTILITY COMPANY, LLC**, a Florida limited liability company ("Grantor"), whose mailing address is 3619 Kiessel Road, The Villages, Florida 32163, to and in favor of **WILDWOOD UTILITY DEPENDENT DISTRICT**, a dependent district of the City of Wildwood, Florida, as authorized by Chapter 189, Florida Statutes, and Article VIII Section 2, Florida Constitution and created pursuant to Ordinance No. 02021-16 duly adopted by the Wildwood City Commission on March 22, 2021, as amended by Ordinance No. 02021-44 dated August 23, 2021 ("Grantee"), whose mailing address is 984 Old Mill Run, The Villages, Florida 32162.

WITNESSETH:

That Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, transfer, release, convey, and confirm unto Grantee and Grantee's successors and assigns that certain real property located in Sumter County, Florida that is described in Exhibit "A" attached hereto and made a part hereof (the "Property").

SUBJECT TO (a) the covenants, conditions, restrictions, and other matters set forth in Exhibit "B" attached hereto and made a part hereof, and (b) all encumbrances, easements, reservations, and other matters of record (if any) without re-imposing any of the same.

TOGETHER with all the tenements, hereditaments, easements, and appurtenances belonging or in any way appertaining to the Property.

TO HAVE AND TO HOLD the same in fee simple forever.

AND GRANTOR hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple, that Grantor has good right and lawful authority to sell and convey the Property, and that Grantor does hereby warrant the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

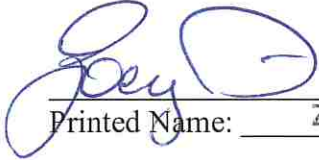
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IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed on the day and year first above written.


WITNESSES:

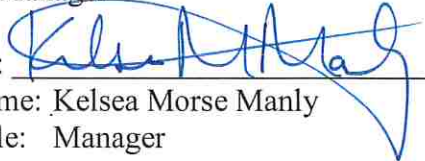
GRANTOR:

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


Printed Name: Zoey Devine

By: TVL Company, LLC,
a Florida liability company,
its Manager


Printed Name: Rosemary Karpovich

By: 
Name: Kelsea Morse Manly
Title: Manager

STATE OF FLORIDA)

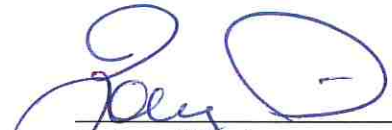
COUNTY OF SUMTER)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20th day of October, 2021, by Kelsea Morse Manly, as Manager of TVL Company, LLC, a Florida limited liability company, the Manager of **SOUTH SUMTER UTILITY COMPANY, LLC**, a Florida limited liability company, on behalf of the company. She is personally known to me or presented a _____ as identification and did not take an oath.

Notary Stamp/Seal:



ZOEY DEVINE
Commission # GG 309269
Expires June 25, 2023
Bonded Thru Budget Notary Services



Notary Signature: _____
Notary Print: Zoey Devine
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

[Remainder of Page Intentionally Blank. Exhibits A and B Follow.]

EXHIBIT A TO SPECIAL WARRANTY DEED

[See Attached]

SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT "A"

PARCEL SS-1

SHEET 1 OF 11

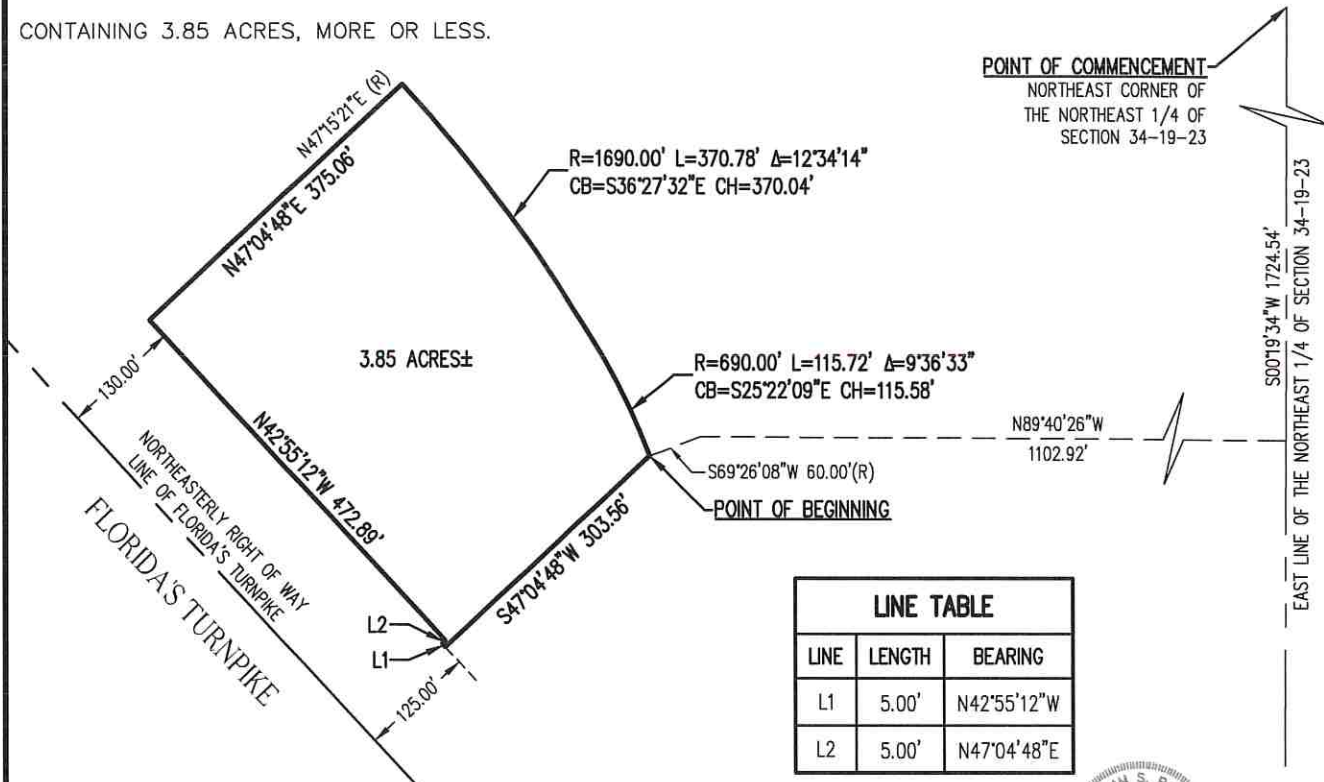
LEGAL DESCRIPTION

A PARCEL OF LAND LYING WITHIN THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF AFORESAID SECTION 34; THENCE ALONG THE EAST LINE THEREOF RUN $S00^{\circ}19'34''W$, 1724.54 FEET; THENCE DEPARTING SAID EAST LINE RUN $N89^{\circ}40'26''W$, 1102.92 FEET; THENCE $S69^{\circ}26'08''W$, 60.00 FEET TO THE POINT OF BEGINNING; THENCE $S47^{\circ}04'48''W$, 303.56 FEET TO A POINT ON A LINE LYING 125.00 FEET NORTHEASTERLY OF THE NORTHEASTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE; THENCE ALONG SAID LINE RUN $N42^{\circ}55'12''W$, PARALLEL WITH SAID NORTHEASTERLY RIGHT OF WAY LINE A DISTANCE OF 5.00 FEET; THENCE DEPARTING SAID PARALLEL LINE RUN $N47^{\circ}04'48''E$, 5.00 FEET TO A POINT ON A LINE LYING 130.00 FEET NORTHEASTERLY OF AFORESAID NORTHEASTERLY RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE; THENCE ALONG SAID LINE RUN $N42^{\circ}55'12''W$, PARALLEL WITH SAID NORTHEASTERLY RIGHT OF WAY LINE A DISTANCE OF 472.89 FEET; THENCE DEPARTING SAID PARALLEL LINE RUN $N47^{\circ}04'48''E$, 375.06 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1,690.00 FEET AND A CHORD BEARING AND DISTANCE OF $S36^{\circ}27'32''E$, 370.04 FEET TO WHICH A RADIAL LINE BEARS $N47^{\circ}15'21''E$; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $12^{\circ}34'14''$, AN ARC DISTANCE OF 370.78 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 690.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $09^{\circ}36'33''$, AN ARC DISTANCE OF 115.72 FEET TO THE POINT OF BEGINNING.



CONTAINING 3.85 ACRES, MORE OR LESS.



POINT OF COMMENCEMENT
NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 34-19-23

LINE TABLE		
LINE	LENGTH	BEARING
L1	5.00'	N42°55'12"W
L2	5.00'	N47°04'48"E

3/3/2021
DATE

William S. Barley
WILLIAM S. BARLEY, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 3815



GENERAL NOTES

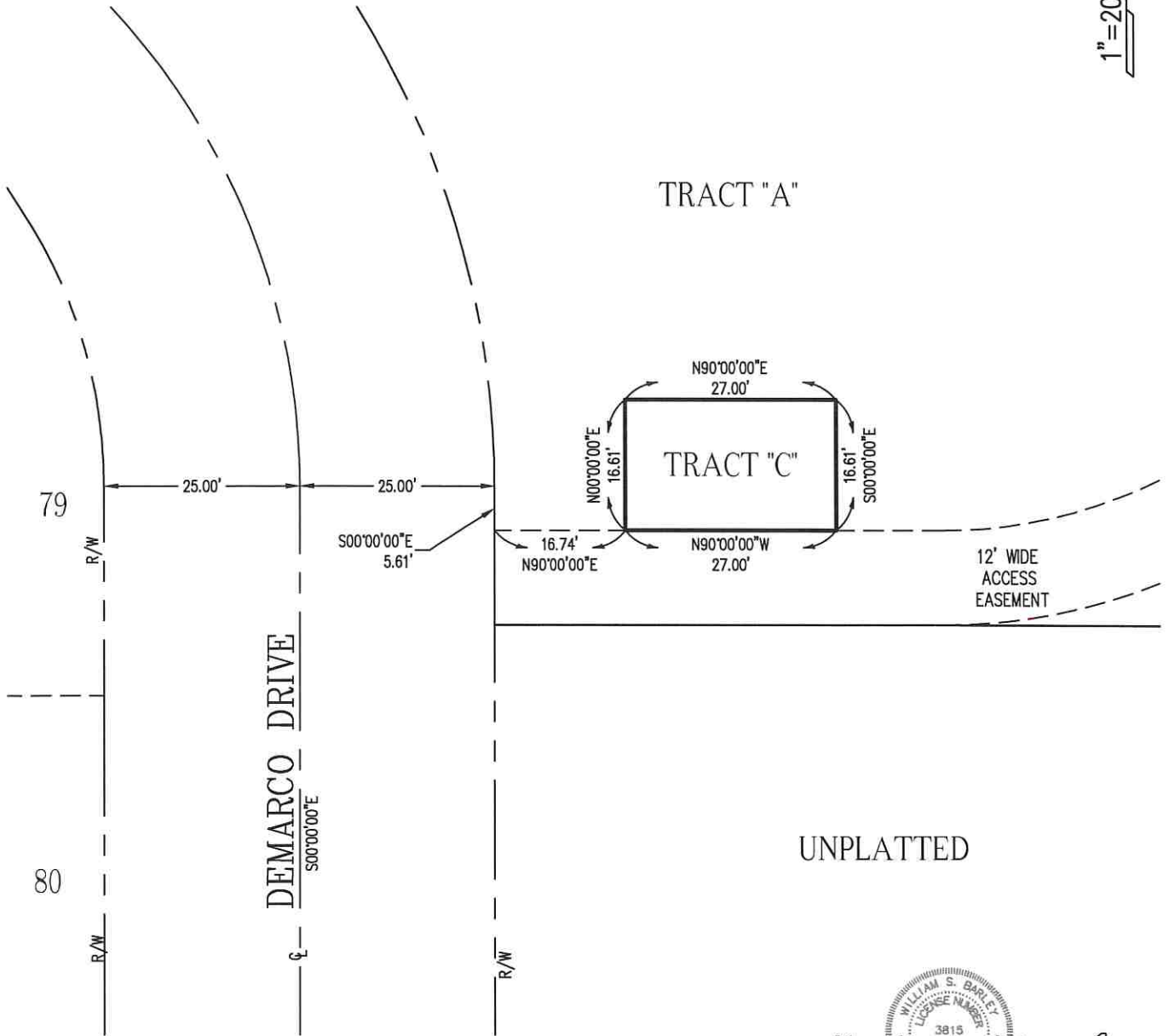
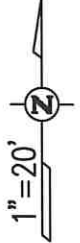
1. THE SKETCH OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY.
3. BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 34-19-23 AS BEING $S00^{\circ}19'34''W$, AN ASSUMED MERIDIAN.

SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT "A"
SHEET 2 OF 11

LEGAL DESCRIPTION

PARCEL SS-2
TRACT C, VILLAGES OF SOUTHERN OAKS NO. UNIT 20 AS RECORDED IN
PLAT BOOK 17, PAGE 19, PUBLIC RECORDS OF SUMTER COUNTY,
FLORIDA.



UNPLATTED

3/3/2021
DATE

William S. Barley
WILLIAM S. BARLEY, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 3815



GENERAL NOTES

1. THE SKETCH OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY.
3. BEARINGS ARE BASED ON THE RECORD PLAT OF, VILLAGES OF SOUTHERN OAKS NO. UNIT 20 AS RECORDED IN PLAT BOOK 17, PAGE 19, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

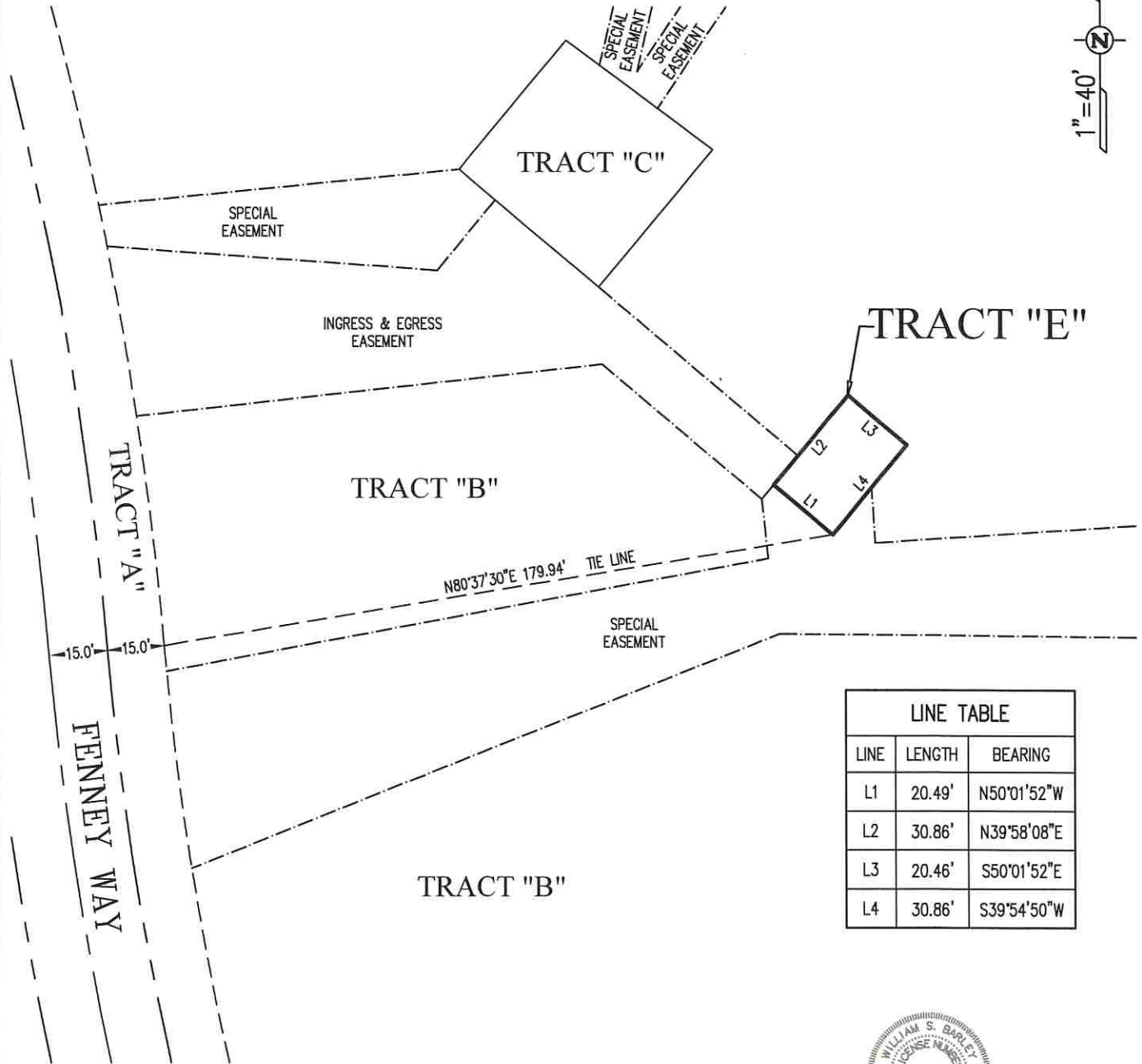
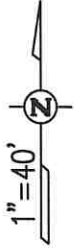
S:\SURVEY\NEWSURVEY\SUMTER\VILLAGES OF SOUTHERN OAKS OVERALL UTILITIES\South Sumter Utilities\SSU SALE 2021\SKETCH - FEE PARCELS\SS-2 TRACT C.dwg, 3/3/2021 2:09:39 PM, DWG To PDF.pc3

SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT "A"
SHEET 3 OF 11

LEGAL DESCRIPTION

PARCEL SS-3
TRACT E, VILLAGES OF SOUTHERN OAKS UNIT NO. 18 AS RECORDED IN
PLAT BOOK 17, PAGE 12, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.



LINE TABLE		
LINE	LENGTH	BEARING
L1	20.49'	N50°01'52"W
L2	30.86'	N39°58'08"E
L3	20.46'	S50°01'52"E
L4	30.86'	S39°54'50"W

3/3/2021
DATE

William S. Barley
WILLIAM S. BARLEY, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 3815



GENERAL NOTES

1. THE SKETCH OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY.
3. BEARINGS ARE BASED ON THE RECORD PLAT OF, VILLAGES OF SOUTHERN OAKS UNIT NO. 18 AS RECORDED IN PLAT BOOK 17, PAGE 12, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

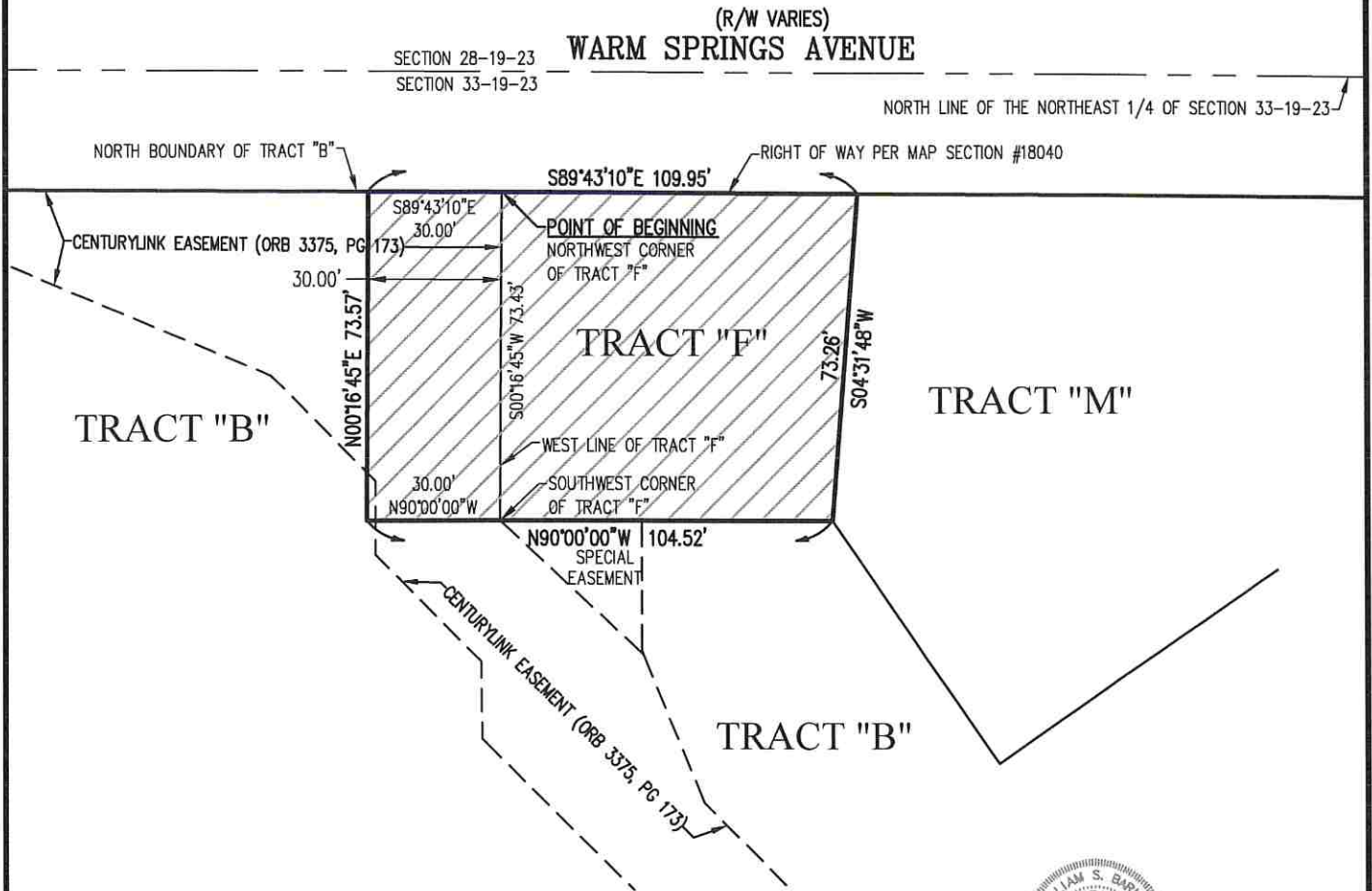
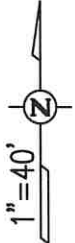
PARCEL SS-4

EXHIBIT "A"
SHEET 4 OF 11

LEGAL DESCRIPTION

TRACT F, VILLAGES OF SOUTHERN OAKS UNIT NO. 18 AS RECORDED IN PLAT BOOK 17, PAGE 12, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA. TOGETHER WITH THOSE LANDS DESCRIBED IN OR BOOK 3742, PG. 623, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA: THAT PORTION OF TRACT "B", VILLAGES OF SOUTHERN OAKS UNIT NO. 18, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 17, PAGE 12, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF TRACT "F" OF AFORESAID UNIT NO. 18; THENCE ALONG THE COMMON BOUNDARY BETWEEN TRACT "F" AND TRACT "B" RUN S00°16'45"W A DISTANCE OF 73.43 FEET TO THE SOUTHWEST CORNER OF TRACT "F"; THENCE DEPARTING TRACT "F" RUN N90°00'00"W A DISTANCE OF 30.00 FEET; THENCE PARALLEL WITH THE WEST LINE OF TRACT "F" RUN N00°16'45"E A DISTANCE OF 73.57 FEET TO THE NORTH BOUNDARY OF TRACT "B" AND THE SOUTH RIGHT-OF-WAY LINE OF WARM SPRINGS AVENUE (FORMERLY COUNTY ROAD 468); THENCE ALONG SAID RIGHT-OF-WAY LINE RUN S89°43'10"E A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.



GENERAL NOTES

1. THE SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY.
3. BEARINGS ARE BASED ON THE RECORD PLAT AND ARE REFERENCED TO THE WEST LINE OF TRACT "F" AS BEING S00°16'45"W, AN ASSUMED MERIDIAN.

3/3/2021
DATE

William S. Barley
WILLIAM S. BARLEY, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 3815

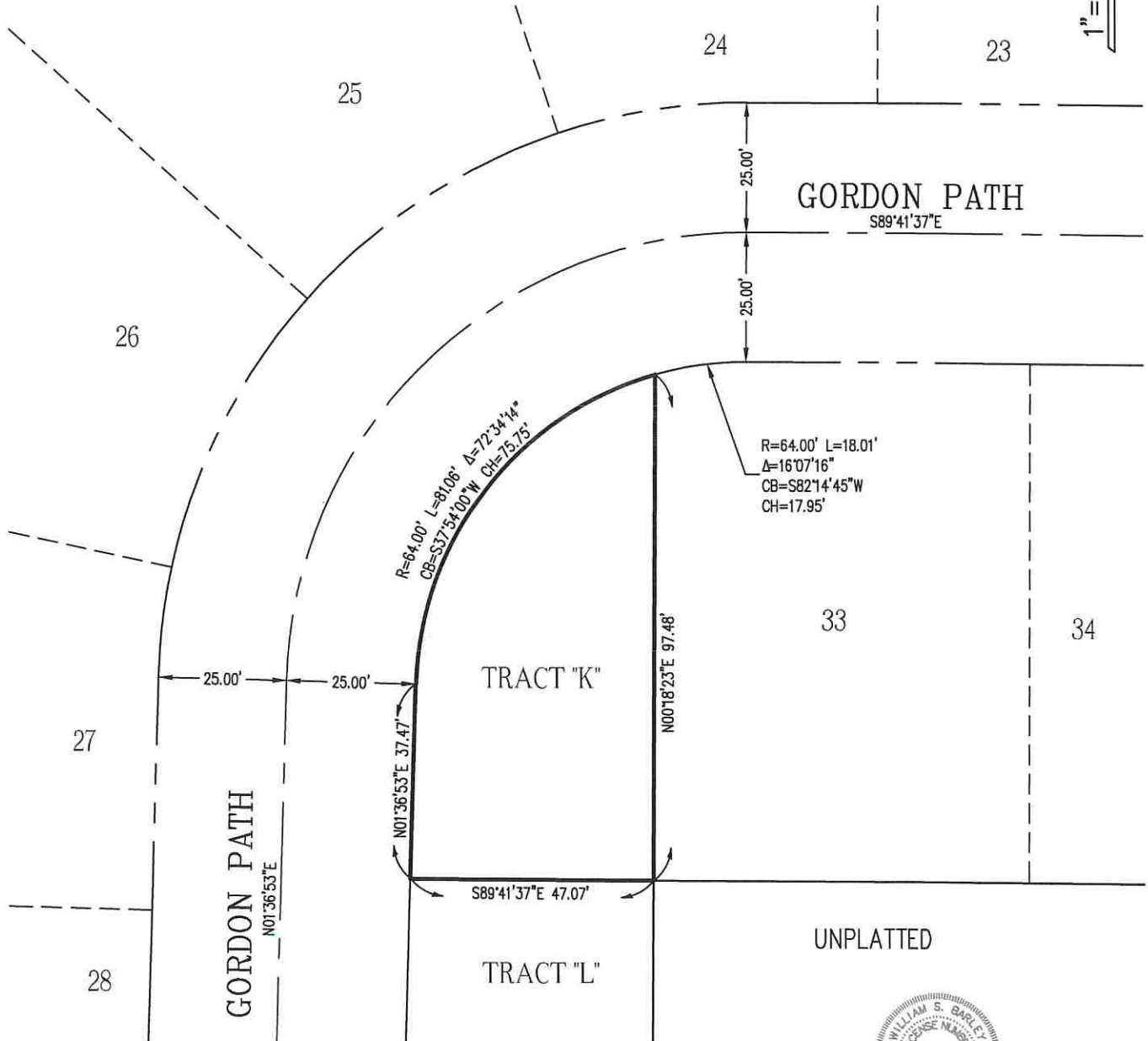
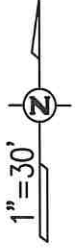


SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT "A"
SHEET 5 OF 11

LEGAL DESCRIPTION

PARCEL SS-5
TRACT K, VILLAGES OF SOUTHERN OAKS, UNIT NO. 15 AS RECORDED IN
PLAT BOOK 17, PAGE 2, INCLUSIVE, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA



3/3/2021
DATE

William S. Barley
WILLIAM S. BARLEY, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 3815



GENERAL NOTES

1. THE SKETCH OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY.
3. BEARINGS ARE BASED ON THE RECORD PLAT OF, VILLAGES OF SOUTHERN OAKS, UNIT NO. 15 AS RECORDED IN PLAT BOOK 17, PAGE 2, INCLUSIVE, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA

S:\SURVEY\NEWSURVEY\SUMTER\VILLAGES OF SOUTHERN OAKS OVERALL\UTILITIES\South Sumter Utilities\SSU SALE 2021\SKETCH FEE PARCELS\SS-5 TRACT K.dwg, 3/3/2021 2:13:30 PM, DWG To PDF.pc3

SKETCH FOR DESCRIPTION

(NOT A FIELD SURVEY)

PARCEL SS-6

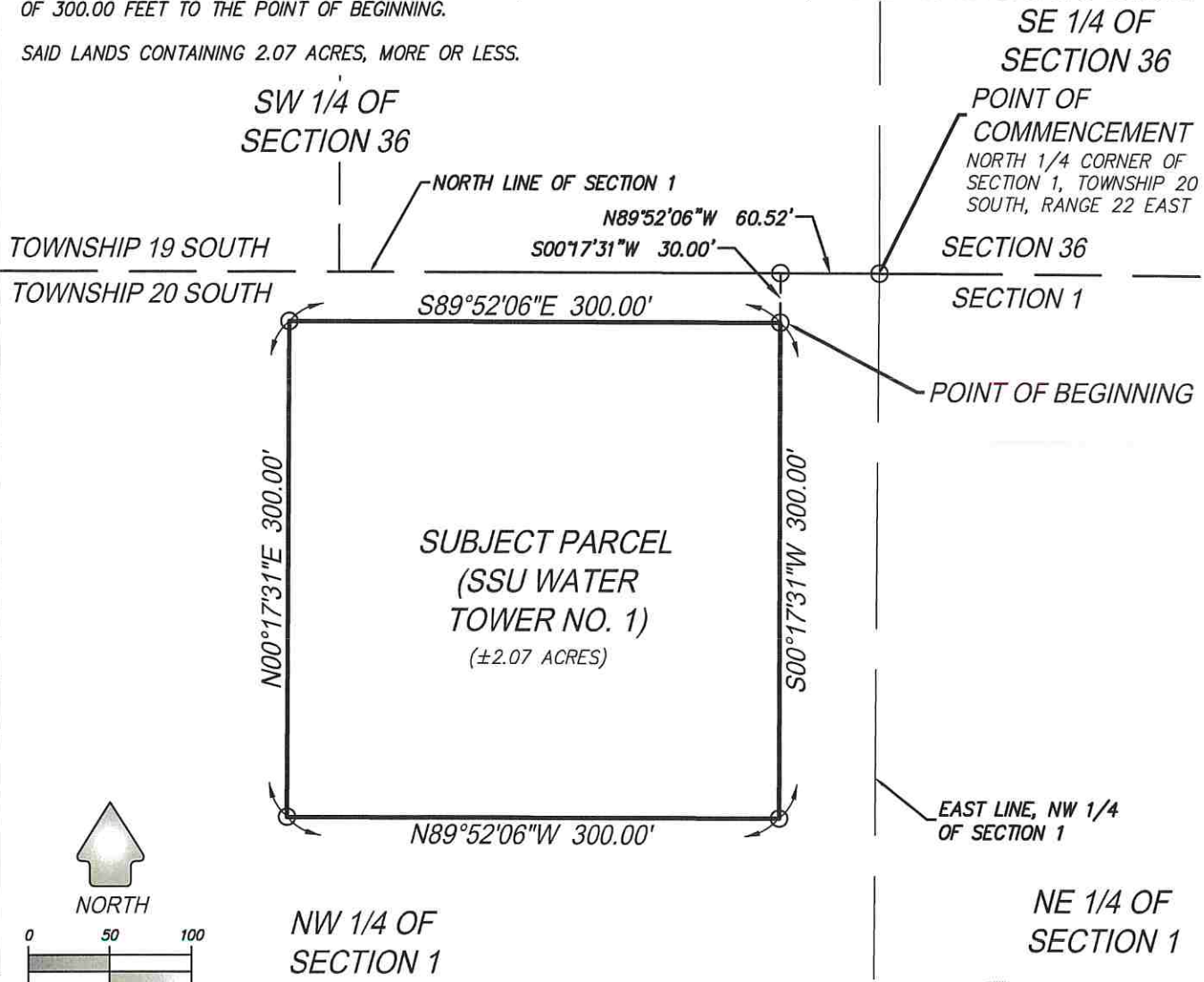
EXHIBIT "A"
SHEET 6 OF 11

LEGAL DESCRIPTION (SSU WATER TOWER SITE NO. 1)

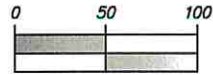
A PORTION OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 22 EAST, SUMTER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 1; THENCE RUN N89°52'06"W, ALONG THE NORTH LINE OF SAID SECTION 1, A DISTANCE OF 60.52 FEET; THENCE DEPARTING SAID NORTH LINE, RUN S00°17'31"W, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S00°17'31"W, A DISTANCE OF 300.00 FEET; THENCE RUN N89°52'06"W, A DISTANCE OF 300.00 FEET; THENCE RUN N00°17'31"E, A DISTANCE OF 300.00 FEET; THENCE RUN S89°52'06"E, A DISTANCE OF 300.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 2.07 ACRES, MORE OR LESS.



NORTH



1 INCH = 100 FEET

GENERAL NOTES

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE ORIGINAL OR ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH WAS PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY. SURVEY DIMENSIONS SHOWN HEREON ARE BASED ON A FIELD SURVEY PREPARED BY THIS FIRM.
3. BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 WITH 2011 ADJUSTMENT.
4. PARCEL LINE WORK DEPICTED HEREON WAS PROVIDED BY BESH.

3/9/2021

DATE

William S. Barley
 WILLIAM S. BARLEY, PROFESSIONAL SURVEYOR & MAPPER
 FLORIDA REGISTRATION NO. 3815

FARNER BARLEY AND ASSOCIATES, INC.
 4450 NE 83RD ROAD - WILDWOOD, FL 34785 - (352) 748-3128

▲ ENGINEERS
 ▲ SURVEYORS
 ▲ PLANNERS
 LB 4709

Drawing name: S:\SURVEY NEW SURVEY\SUMTER OAKS OVERALL UTILITIES\South Sumter Utilities\SSU Water Tower Site No. 1\SSU Water Tower Site No. 1.dwg 8:50:11 Sketch Mar 09, 2021 8:43am by: gwalters

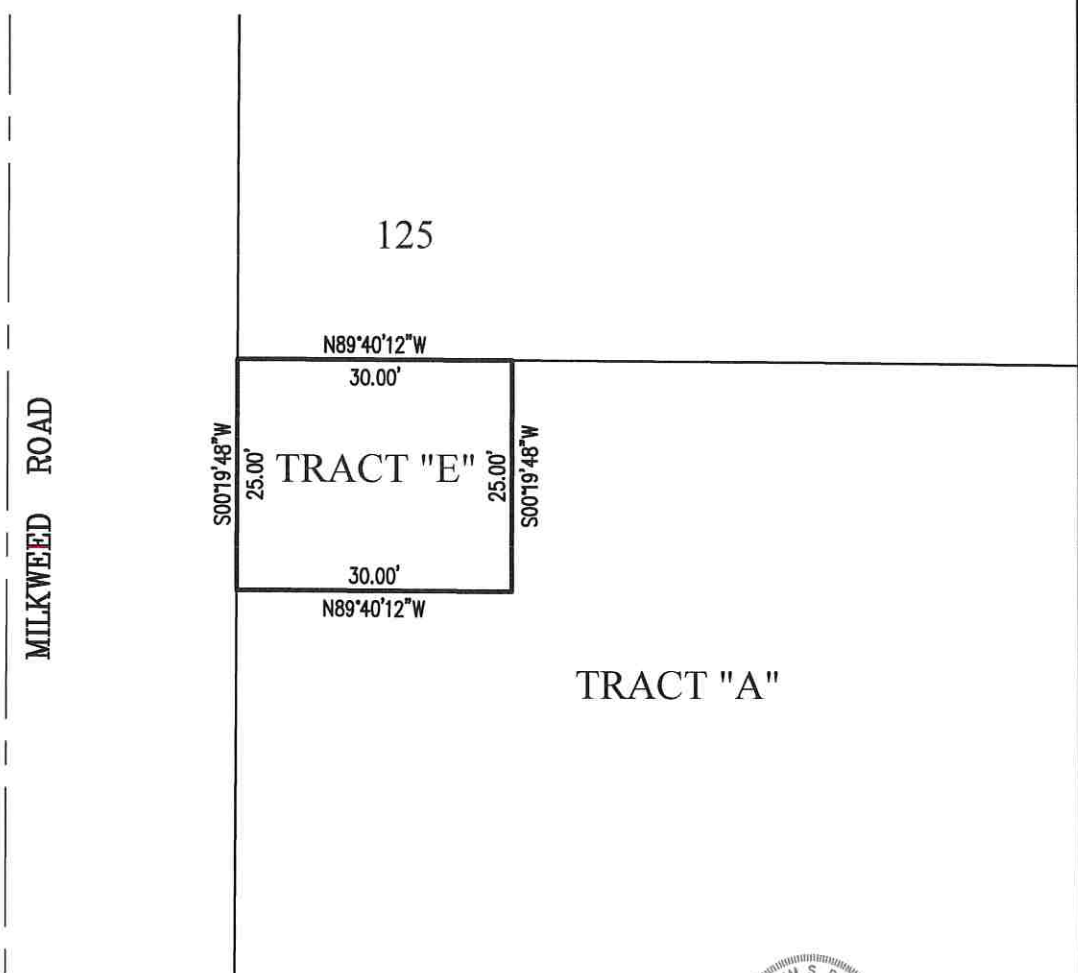
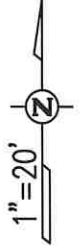
SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

PARCEL SS-7

EXHIBIT "A"
SHEET 7 OF 11

LEGAL DESCRIPTION

TRACT "E", VILLAGE OF FENNEY UNIT NO. 2, ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 16, PAGES 13, 13A THROUGH 13D, INCLUSIVE, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.



3/3/2021
DATE


William S. Barley
WILLIAM S. BARLEY, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 3815

GENERAL NOTES

1. THE SKETCH OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY.
3. BEARINGS ARE BASED ON THE RECORD PLAT OF, VILLAGE OF FENNEY UNIT NO. 2 AS RECORDED IN PLAT BOOK 16, PAGES 13, 13A-13D, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.



CLYMER FARNAR BARLEY, Inc.
4450 NE 83RD RD. WILDWOOD, FL 34785
(352)748-3126
WWW.CFB-INC.COM CA #4709

SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

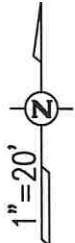
PARCEL SS-8

EXHIBIT "A"

SHEET 8 OF 11

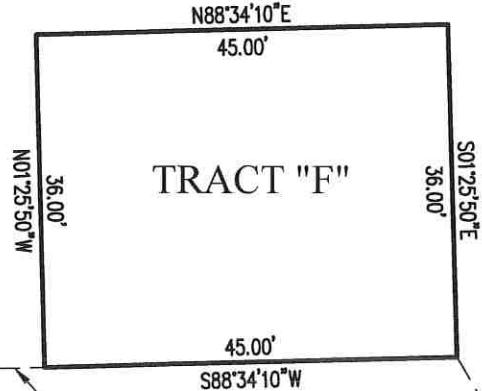
LEGAL DESCRIPTION

TRACT "F", VILLAGE OF FENNEY UNIT NO. 3, ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 16, PAGES 14, 14A THROUGH 14D, INCLUSIVE, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.



TRACT "E"

67



TRACT "D"

(UE)

20'(SSDE)

10'(UE)

FENNEY WAY

3/3/2021
DATE

William S. Barley
WILLIAM S. BARLEY, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 3815



GENERAL NOTES

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2. THIS SKETCH PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY.
3. BEARINGS ARE BASED ON THE RECORD PLAT OF, VILLAGE OF FENNEY UNIT NO. 3 AS RECORDED IN PLAT BOOK 16, PAGES 14, 14A-14D, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

CFB CLYMER FARNIER BARLEY
CLYMER FARNIER BARLEY, Inc.
4450 NE 83RD RD. WILDWOOD, FL 34785
(352)748-3126
WWW.CFB-INC.COM CA #4709

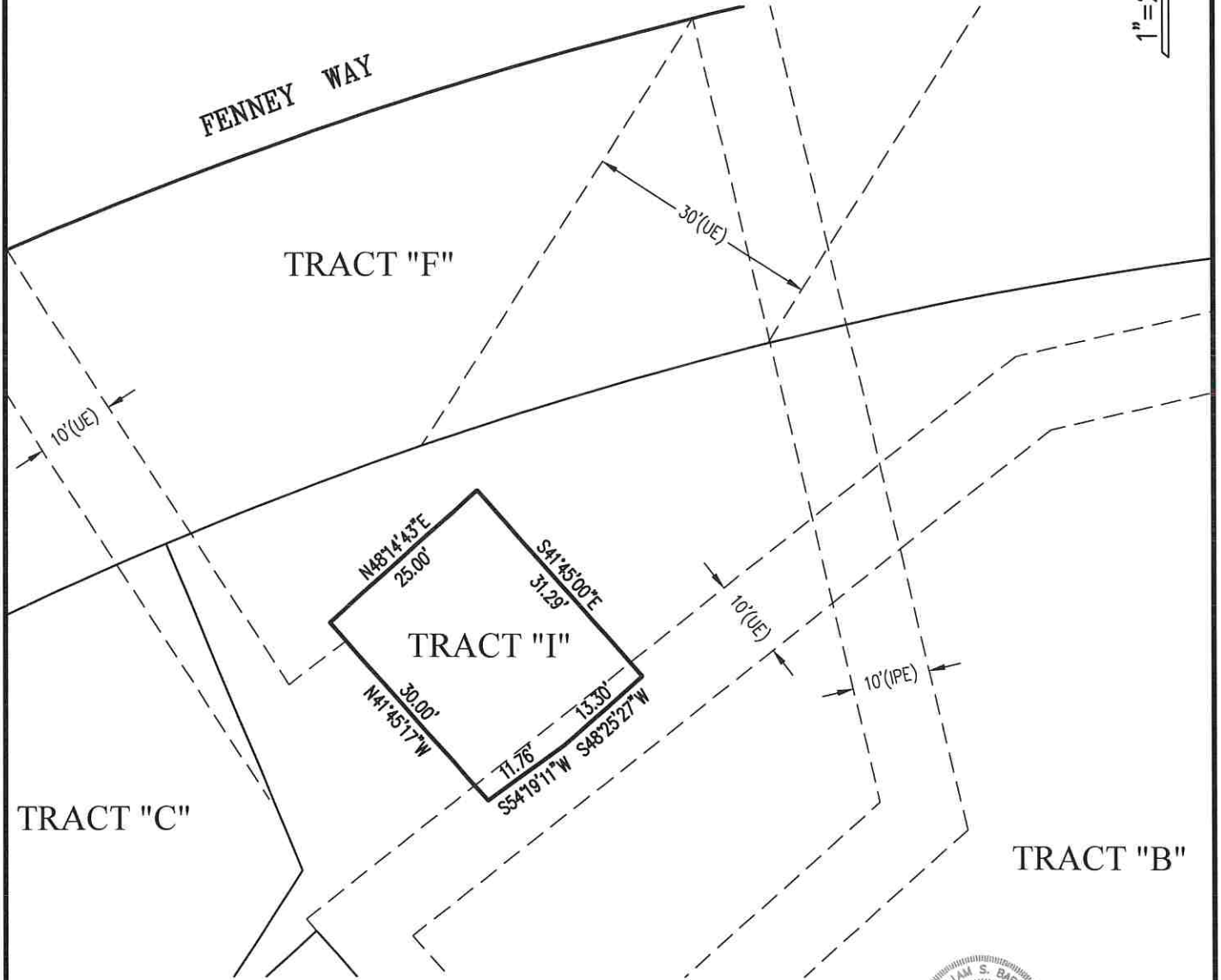
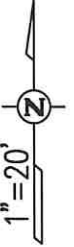
SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

PARCEL SS-9

EXHIBIT "A"
SHEET 9 OF 11

LEGAL DESCRIPTION

TRACT "I", VILLAGE OF FENNEY UNIT NO. 7, ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 16, PAGES 38, 38A THROUGH 38E, INCLUSIVE, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.



3/3/2021
DATE

William S. Barley
WILLIAM S. BARLEY, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 3815



GENERAL NOTES

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2. THIS SKETCH PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY.
3. BEARINGS ARE BASED ON THE RECORD PLAT OF, VILLAGE OF FENNEY UNIT NO. 7 AS RECORDED IN PLAT BOOK 16, PAGES 38, 38A-38E, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

CFB
CLYMER FARNIER BARLEY
CLYMER FARNIER BARLEY, Inc.
4450 NE 83RD RD, WILDWOOD, FL 34785
(352)748-3126
WWW.CFB-INC.COM CA #4709

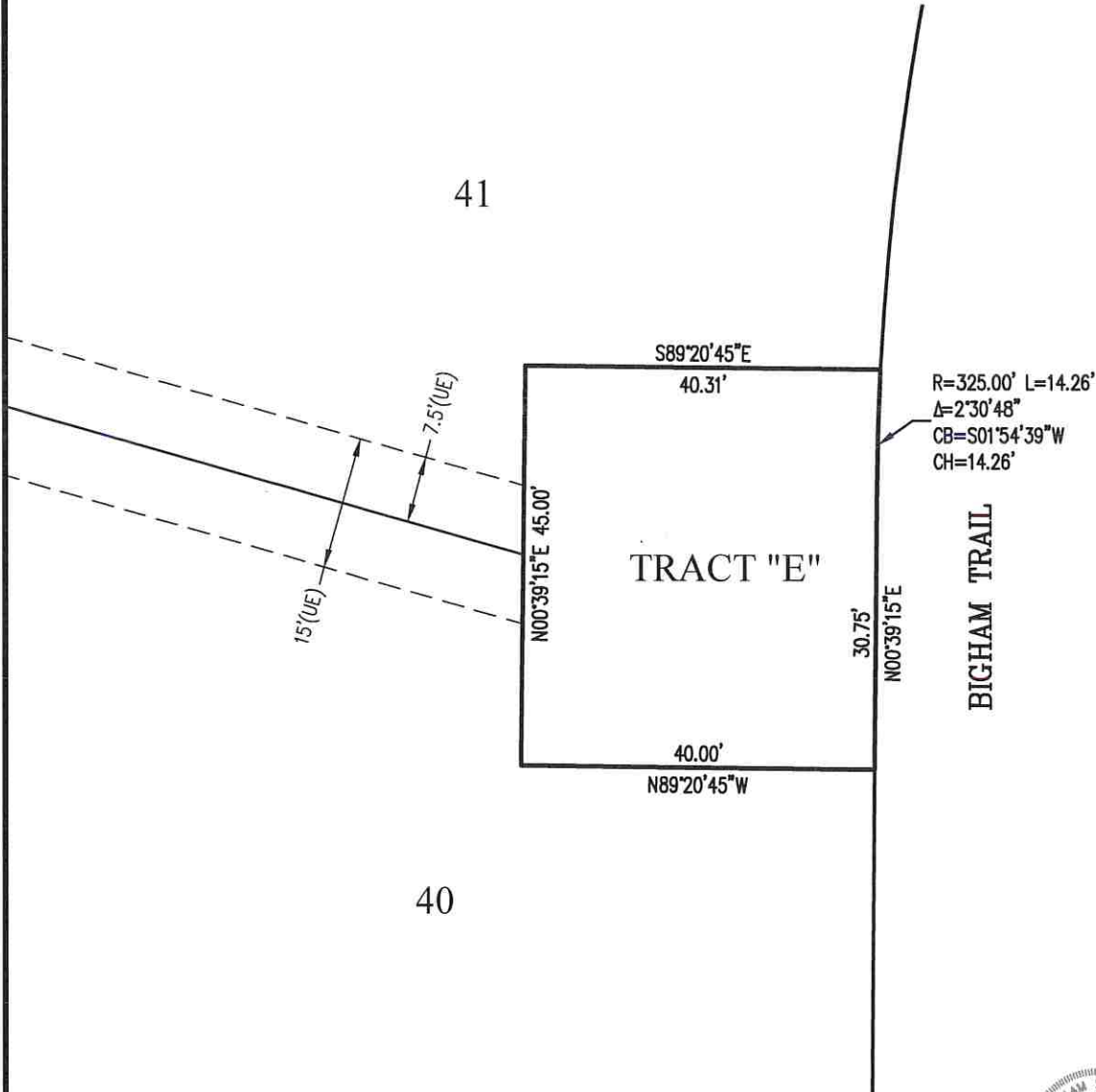
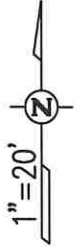
SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

PARCEL SS-10

EXHIBIT "A"
SHEET 10 OF 11

LEGAL DESCRIPTION

TRACT "E", VILLAGE OF FENNEY UNIT NO. 8, ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 16, PAGES 35, 35A THROUGH 35C, INCLUSIVE, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.



3/3/2021
DATE

William S. Barley
WILLIAM S. BARLEY, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 3815



GENERAL NOTES

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2. THIS SKETCH PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY.
3. BEARINGS ARE BASED ON THE RECORD PLAT OF, VILLAGE OF FENNEY UNIT NO. 8 AS RECORDED IN PLAT BOOK 16, PAGES 35, 35A-35C, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

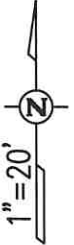
SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

PARCEL SS-11

EXHIBIT "A"
SHEET 11 OF 11

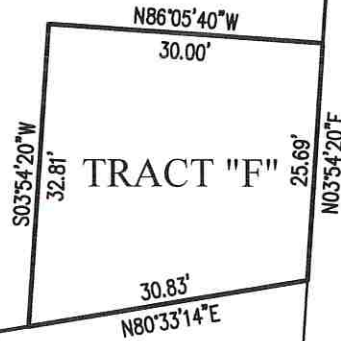
LEGAL DESCRIPTION

TRACT "F", VILLAGE OF FENNEY UNIT NO. 11, ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 16, PAGES 23, 23A THROUGH 23D, INCLUSIVE, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.



TRACT "B"

VILLAGE OF FENNEY
UNIT NO. 12
PLAT BOOK 16, PAGES 26, 26A-26F



71

3/3/2021
DATE

William S. Barley
WILLIAM S. BARLEY, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 3815



GENERAL NOTES

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2. THIS SKETCH PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY.
3. BEARINGS ARE BASED ON THE RECORD PLAT OF, VILLAGE OF FENNEY UNIT NO. 11 AS RECORDED IN PLAT BOOK 16, PAGES 23, 23A-23D, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.



EXHIBIT B TO SPECIAL WARRANTY DEED

COVENANTS AND RESTRICTIONS

1. The Property shall be used only in connection with the installation, operation, and maintenance of a potable water and wastewater utility system and appurtenant facilities.

2. The Grantee, together with successive owners of the property, shall provide perpetual grounds maintenance to ensure generally that: all grounds and landscaped areas shall be kept free of trash, leaves, and dead landscaped material; all landscaped areas shall be maintained regularly, including trimming, fertilization, mowing and replacement of diseased plant materials as required; annuals or perennials shall be replaced as necessary; all irrigation systems shall be thoroughly inspected periodically, kept in good repair, and adjusted as necessary to provide continued proper coverage; all parking lots, sidewalks, and other areas shall be swept regularly and otherwise kept free from accumulations of grass clippings, leaves, and other debris; and any exterior landscape lighting shall be periodically checked, lamps replaced, and aiming adjusted, as necessary.

Should the Grantee or any successive parcel owner fail to perform the necessary maintenance, then upon prior written notice, Grantor and its designees may enter upon the parcels and bring the sites into compliance with the foregoing paragraph and charge the cost of such services, as well as the associated cost of professional services and management fees, to the Grantee, their successors or assigns, which charges shall be a lien upon the parcels.

3. The Grantee shall maintain the elevated water tower in a condition equal to the condition existing on the date hereof. Specifically, the color scheme, design and wording existing upon the elevated water tower on the date hereof must be repainted as needed, but in no event less than once every eight (8) years, which repainting will exactly duplicate the color, design and wording existing upon the elevated water tower on the date hereof, unless the Grantor provides prior written notice of its approval to a change in the color or signage appearing on the elevated water tower on the date hereof. Grantee will give Grantor sixty (60) days prior written notice of any scheduled repainting of the elevated water tower. The Grantor shall have the right, in its sole discretion, to modify the color scheme, design and wording on the elevated water tower in connection with any branding update implemented by Grantor for The Villages or any portion thereof, which the Grantee will implement as a part of its repainting if the Grantor gives Grantee notice within thirty (30) days of receiving Grantee's notice of repainting. At any other time, the Grantor may implement such new scheme, design or wording on the elevated water tower at its sole cost.

4. The landscaping and lighting for the elevated water tower and the portion of the Property on which it is located (Parcel SS-6 of the Property) (the "Water Tower Parcel") have not, as of the date hereof, been installed. Grantor shall install the landscaping and lighting on the Water Tower Parcel in connection with its buildout of the water and wastewater system being conveyed to Grantee in connection with this deed. Following completion of such work and turnover to Grantee in accordance with the requirement of other documents entered into between Grantor and Grantee, Grantee shall maintain the landscaping and lighting in a condition equal to the condition it is in on the date of such turnover.