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September 25, 2023

VIA Electronic Filing to the Office of Commission Clerk

Attn: Melinda Watts, Engineering Specialist
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket No. 20220149-SU – Application for Transfer of Wastewater Certificate No. 365-S of Sebring Ridge Utilities, Inc. to CSWR-Florida Utility Operating Company, LLC, in Highlands County.

Dear Ms. Watts:

On August 29, 2023, CSWR-Florida Utility Operating Company, LLC closed on its purchase of the assets of Sebring Ridge Utilities, Inc. As required by the Commission's July 27, 2023, transfer order (PSC-2023-0216-PAA-SU), please find enclosed copies of the executed and recorded deed for continued access to the land upon which the facilities are located (exhibits 1 and 2), signed and executed contract for sale (exhibits 3 and 4), and the Florida DEP application for transfer of wastewater facility permit FLA014349 (exhibit 5). Thank you for your continued assistance with this docket.

Sincerely,

/s/ Thomas A. Crabb

Thomas A. Crabb
Attorney for CSWR-Florida UOC

1

Rec 5
Doc Stamps 5

Record & Return to:
Thomas J. Dobbins, Esquire
Trow & Dobbins, P.A.
1301 NE 14th Street
Ocala, FL 34470-4641
(352) 369-8830



JPL
52.50

GENERAL ASSIGNMENT

This General Assignment ("Assignment") is executed as of the 29th day of August, 2023 by SEBRING RIDGE UTILITIES, INC., a Florida corporation ("Assignor"), in favor of CSWR-FLORIDA UTILITY OPERATING COMPANY, LLC, a Florida limited liability company ("Assignee") (Assignee's Mailing Address: 1630 Des Peres Rd., Ste. 140, St. Louis, MO 63131).

RECITALS

WHEREAS, Concurrently herewith, Assignor is conveying to Assignee its interest in certain real property located in Highlands County, Florida and described in a Deed of Easement, dated on or around today's date, between the parties, which is incorporated herein by this reference, together with the improvements located thereon, and Assignor is also transferring to Assignee its interest in certain personal property referenced within a Bill of Sale, dated on or around today's date, between the parties, which is also incorporated herein by this reference (herein collectively referred to as the "Property"), pursuant to that certain Agreement for Purchase and Sale of Utility System dated August 4, 2021, by and between Assignor, as Seller, and Assignee or its affiliate, as Buyer ("Purchase Agreement"). All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Purchase Agreement, which by this reference is incorporated herein.

WHEREAS, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to the sewer system main lines, appurtenances and other assets, up to the point of interconnection between the utility and the customer, pertaining to the provision of sewer service in and to the System, as such term is defined in the Purchase Agreement, which provides sewer service to the area described on **EXHIBIT A**, attached hereto and incorporated herein, located in Highlands County, Florida (the "System").

WHEREAS, Assignor has further agreed to assign to Assignee all of Assignor's rights to operate, maintain and service the main lines of the sewer system in the System, including but not limited to, the right to collect assessments and/or fees.

WHEREAS, Assignor has agreed to assign to Assignee, all its right, title and interest in any licenses, permits, certificates of public convenience and necessity, leases, contracts and agreements that pertain to the Assets or sewer service in and to the System.

WHEREAS, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to any easements in and to the System (the "Easements").

ASSIGNMENT

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment.

Assignor hereby assigns, conveys, transfers and sets over unto Assignee, free of all liens and encumbrances, all of Assignor's right, title and interest in and to:

- A. Easements in the System;
- B. The main lines of the sewer system, appurtenances and other assets pertaining to the provision of the sewer service in and to the System, including without limitation, the following:
 - a. Buildings, easements, rights of way, licenses, permits and leases;
 - b. All sewer lines, pipes, lagoon(s), treatment plant(s), pump/lift station(s), tanks, meters, valves, manholes, and any other appurtenances of the sewer system, and all machinery, equipment, supplies and other tangible items used in connection with the sewer system;
 - c. Any machinery and equipment such as meters, tools, devices, mobile work equipment, and all furniture, fixtures, machinery, supplies and other tangible items located in Highlands County, Florida, and used or held for use in connection with the System;
 - d. Any rights, approvals, licenses, permits, and/or applications of any kind or nature, including, without limitation, the right to own, operate, and maintain the System and provide service to the System, any approvals or permits issued by or which are on file with any governmental agencies, departments or authorities, such as electric, gas, cable television, telephone, and other utility service rights, permits, and/or applications;
 - e. Any leases, or service, utility, maintenance, management, supply, franchise, or other agreements Assignee has expressly agreed to take transfer of, customer lists, construction plans and specifications, engineering reports, environmental reports, technical reports, drawings, surveys, utility studies, market studies, appraisals, and/or any other reports or data which are in the possession of Assignor or may be obtained by Assignor, including, without limitation, all work product and file materials of any third party consultants (other than attorneys) who have done work in connection with the System;
 - f. All prepaid expenses or fee credits or any kind or nature, including without limitation all prepaid impact fees and/or impact fee credits; and all rights to any refunds or reimbursements of any kind or nature which relate to the System, including, without limitation, all rights to receive reimbursements or refunds from any utility districts, water districts, road districts or other governmental authorities or third parties;
 - g. All indemnities or claims with respect to the System;
 - h. Any warranties, guaranties, indemnities, bonds or other financial assurances or guaranties, if any, pertaining to, allocable to, or arising out of the System, and all claims and causes of action thereunder; and
 - i. All assets not described which are located in Highlands County, Florida, and used or useful in or to the System, but specifically excluding customer deposits held by Assignor.
- C. All easements, streets, rights-of-way, or other rights and interests, if any, associated with the System and held by or reserved by Assignor in the following subdivision plats and/or by virtue of the following documents, BUT EXPRESSLY EXCLUDING ANY OBLIGATIONS CREATED BY THE SAME:
 - a. All plats located within the area described on **EXHIBIT A**;
 - b. All documents establishing easements or other rights used or useful in operation of the System which affect the area described on **EXHIBIT A**, including but not limited to Declarations of Covenants, Conditions and Restrictions, or similar documents;

- c. Easements and rights to sewer system contained in Warranty Deed recorded in **Book 631, Page 253** of the land records of Highlands County, Florida on October 5, 1979; and
 - d. Easements and rights to sewer system contained in Grant of Easement recorded in **Book 809, Page 912** of the land records of Highlands County, Florida on September 25, 1984.
- D. The rights to operate, maintain and service the System, including but not limited to, the right to collect assessments and/or fees.

Assignor hereby represents to and assures Assignee that Assignor, or its predecessor(s) in interest, have owned, operated and maintained the System in a continuous, uninterrupted, open, notorious and adverse manner for a time period in excess of seven (7) years prior to the date of this Assignment.

2. Governing Law. This Assignment shall be construed under and enforced in accordance with the laws of the State of Florida.

3. Further Assurances. Assignor agrees to execute and deliver to Assignee, upon demand, such further documents, instruments or conveyances and shall take such further actions as are reasonably necessary to effectuate this Assignment.

4. Attorneys' Fees and Costs. If any action or proceeding is commenced by either party to enforce their rights under this Assignment, the prevailing party in such action or proceeding shall be entitled to recover all reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and court costs, in addition to any other relief awarded by the court.

5. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon, the successors, executors, administrators, legal representatives and assigns of the parties hereto.

6. Counterparts. This Assignment may be executed in counterparts (including email and pdf), each of which shall be an original, but all of which together shall constitute one agreement.

7. Authority to Execute. Each person whose signature appears hereon represents, warrants and guarantees that he or she has been duly authorized and has full authority to execute this Assignment on behalf of the party on whose behalf this Assignment is executed.

8. Subject to Purchase Agreement. This Assignment is in accordance with and is subject to all of the representations, warranties, covenants, exclusions and indemnities set forth in the Purchase Agreement, all of which are incorporated herein by reference. In the event of a conflict between the provisions of this Assignment and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern. This Assignment does not merge, supersede, enlarge or satisfy any representation, warranty, covenant, agreement or other duty or obligation of Assignor arising under the Purchase Agreement or the closing of the transactions contemplated therein, other than the obligation to execute and deliver to Assignee this Assignment at Closing (as defined in the Purchase Agreement).

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands, by and through their duly authorized representatives, and caused these presents to be executed the date and year first above written.

[SIGNATURE PAGES FOLLOW]

In Witness Whereof, Assignor has signed and sealed these presents the day and year above written.

Signed, sealed and delivered as to Assignor in the presence of:

ASSIGNOR:

SEBRING RIDGE UTILITIES, INC., a Florida corporation

By: Christopher F. Miller
Christopher F. Miller, President

Brandi Kaye Calks
Print Name: Brandi Kaye Calks

Rayna Justesen
Print Name: Rayna Justesen

STATE OF FLORIDA

COUNTY OF HIGHLAND

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 25 day of Aug, 2023, by CHRISTOPHER F. MILLER, as President of SEBRING RIDGE UTILITIES, INC., on behalf of the company. He/She () is personally known to me or (X) produced Pa drivers license as identification.

TERRI WATSON
Notary Public
My Commission Expires:



In Witness Whereof, Assignee has signed and sealed these presents the day and year above written.

Signed, sealed and delivered as to Assignee in the presence of:

ASSIGNEE:

CSWR-FLORIDA UTILITY OPERATING COMPANY, LLC, a Florida limited liability company

By: CENTRAL STATES WATER RESOURCES, INC., its Manager

By: Josiah M. Cox, President

[Signature]
Print Name: Logan Wagon

[Signature]
Print Name: Jasmin Lomas

STATE OF MISSOURI
COUNTY OF ST. LOUIS

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of [X] physical presence or [] online notarization, this 24th day of August, 2023, by JOSIAH M. COX, as President of CENTRAL STATES WATER RESOURCES, INC., a Missouri corporation, the Manager of CSWR-FLORIDA UTILITY OPERATING COMPANY, LLC, who stated that he was authorized to execute this document on behalf of the company.

[Signature]
Notary Public
My Commission Expires: 1/16/2025

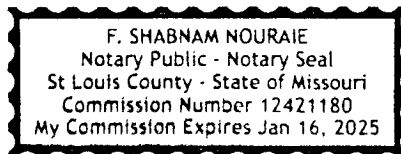


EXHIBIT A
Sebring Ridge Service Area Description

A parcel of land being located in Sections 2, 11 and 12 of Township 34 South, Range 28 East, Highlands County, Florida, and being more particularly described as follows:

Commencing at the NE corner of said Section 11, thence run South for 319.37 feet; thence run West for 1230.16 feet to the intersection of the northern right-of-way of Karen Drive & the centerline of a Florida Power Company easement to and for the Point of Beginning; thence run South 61 degrees 07 minutes 50 seconds East along the center of said power easement for 1324.06 feet; thence run South 89 degrees 47 minutes 20 seconds East for 571.49 feet to the western right-of-way of Panther Parkway; thence run South 24 degrees 14 minutes 30 seconds East along said right-of-way for 474.30 feet; thence continue along said right-of-way South 33 degrees 17 minutes 45 seconds East for 296.90 feet to the extension of western right-of-way of Cod Ave.; thence run South 18 degrees 16 minutes 30 seconds West along said right-of-way for 61.35 feet; thence run South 36 degrees 04 minutes 26 seconds East for 215.87 feet; thence run South 18 degrees 16 minutes 30 seconds West for 1099.74 feet; thence run North 71 degrees 43 minutes 30 seconds West for 125.00 feet; thence run North 18 degrees 16 minutes 30 seconds East for 6.38 feet; thence run along the south right-of-way of Whiting Drive the following calls: run North 73 degrees 46 minutes 10 seconds West for 610.90 feet; thence run along a curve to the left for 861.13 feet, said curve having a radius of 3167.84 feet and a chord of North 81 degrees 33 minutes 25 seconds West for 858.48 feet; thence run North 89 degrees 21 minutes 57 seconds West for 369.62 feet; thence run on a curve to the right for 546.00 feet, said curve having a radius of 637.44 feet and a chord of North 65 degrees 32 minutes 56 seconds West for 529.46 feet; thence leaving said right-of-way, run South 49 degrees 00 minutes 31 seconds West for 125.00 feet; thence run along a curve to the left for 55.71 feet; said curve having a radius of 761.90 feet and a chord of South 43 degrees 05 minutes 22 seconds East for 55.70 feet; thence run South 44 degrees 18 minutes 05 seconds West for 125.04 feet to the eastern right-of-way of Manatee Drive; thence run in a northerly direction along the eastern right-of-way of Manatee Drive the following calls: run on a curve to the right for 162.28 feet, said curve having a radius of 885.14 feet and a chord of North 40 degrees 01 minutes 15 seconds West for 162.05 feet; thence run North 34 degrees 47 minutes 19 seconds West for 3283.54 feet to the eastern right-of-way of Memorial Drive; thence leaving said right-of-way, run South 89 degrees 47 minutes 20 seconds East for 1641.85 feet to the centerline of aforementioned Florida Power Company easement; thence run South 61 degrees 07 minutes 50 seconds East along the centerline of said easement for 1178.10 feet back to the Point of Beginning. Said parcel contains 189.7 acres, more or less.

AND ALSO:

A parcel of land being located in Sections 10 and 11 of Township 34 South, Range 28 East, Highlands County, Florida, and being more particularly described as follows:

Commencing at the NE corner of said Section 11, thence run South 88 degrees 35 minutes 57 seconds West along the north line of said Section 11 for 4599.40 feet to the eastern right-of-way of Casablanca Drive to and for the Point of Beginning; thence run along said right-of-way the following calls: run South 01 degrees 29 minutes 30 seconds East for 425.00 feet; thence run South 88 degrees 36 minutes 30 seconds West for 254.51 feet; thence run South 30 degrees 54 minutes 58 seconds West for 636.22 feet to the northern right-of-way of Grouper Drive; thence run North 56 degrees 00 minutes 14 seconds West along said right-of-way for 79.83 feet; thence run North 60 degrees 25 minutes 06 seconds West for 409.12 feet; thence run North 69 degrees 38 minutes 47 seconds West for 197.37 feet; thence run North 73 degrees 12 minutes 32 seconds West for 197.37 feet; thence run North 76 degrees 05 minutes 47 seconds West for 122.61 feet; thence run South 12 degrees 47 minutes 52 seconds West for 225.00 feet; thence run North 78 degrees 59 minutes 57 seconds West for 234.65 feet; thence run North 79 degrees 40 minutes 10 seconds West for 834.45 feet; thence run North 19 degrees 34 minutes 10 seconds West for 513.16 feet; thence run North 66 degrees 01 minutes 23 seconds East for 136.62 feet to the north line of Section 10; thence run North 88 degrees 40 minutes 16 seconds East along the north line of Sections 10 and 11 for 2634.11 feet back to the Point of Beginning. Said parcel contains 40.2 acres, more or less.

2

Rec 5
Doc Stamp 5

Prepared By/Record & Return to:
Thomas J. Dobbins, Esquire
Trow & Dobbins, P.A.
1301 NE 14th Street
Ocala, FL 34470-4641
(352) 369-8830



JPL
52.50
1750.00

DEED OF EASEMENT

This Deed of Easement ("Easement") is made and entered into as of the 29th day of August, 2023 by and between SEBRING RIDGE UTILITIES, INC., a Florida corporation, party of the first part ("Grantor"), and CSWR-FLORIDA UTILITY OPERATING COMPANY, LLC, a Florida limited liability company, party of the second part, ("Grantee") (Grantee's Mailing Address: 1630 Des Peres Road, Suite 140, St. Louis, MO 63131).

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, and the sum of One Dollar and No/100ths (\$1.00) and other good and valuable consideration in hand paid by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby **GRANT, BARGAIN, SELL AND CONVEY** unto Grantee, its successors and assigns, the following rights and interests located in the County of Highlands, State of Florida, to wit:

- A. An exclusive, perpetual easement over the real property described in **Exhibit A**, attached hereto and incorporated herein (the "Lagoon & WWTF Easement"), for the purpose of operation and maintenance of the wastewater lagoon, wastewater treatment facility, and sewer equipment, lines, and other appurtenances for the central sewer system which serves the surrounding area, including currently-located improvements and appurtenances, whether known or unknown and whether of record or not, and including rights of ingress and egress and to maintain, reconstruct, increase, remove or alter such lagoon and appurtenances. The Lagoon & WWTF Easement shall exclude all others, including Grantor, its successors in interest and assigns. Grantee shall be responsible for maintenance of the Lagoon & WWTF Easement.
- B. A non-exclusive, perpetual easement over the real property described in **Exhibit B**, attached hereto and incorporated herein (the "Access & Lift Station Easement"), for the purpose of ingress and egress to the Lagoon & WWTF Easement and for operation and maintenance of a lift station, including rights to reconstruct, increase, remove or alter such lift station and appurtenances.

1. Easement Rights. The rights set forth herein regarding the Lagoon & WWTF Easement and Access & Lift Station Easement are the "Easement Rights." Grantor agrees not to unreasonably interfere with the exercise of the Easement Rights by Grantee or its guests, agents, invitees or licensees.

For purposes of the Lagoon & WWTF Easement and Access & Lift Station Easement, the Grantee shall be entitled to occupy and use so much of the adjoining lands of Grantor as shall be necessary and appropriate on a temporary basis without liability for waste or trespass for the purposes of constructing improvements on or maintaining and repairing the aforesaid Lagoon & WWTF Easement and Access & Lift Station Easement. Grantee agrees to repair any damage to adjoining land of the Grantor to substantially the same condition as it existed prior to the damage at Grantee's sole expense and subject to the Grantor's

good faith acceptance of the repairs. Grantee agrees to maintain at the Grantee's expense the Lagoon & WWTF Easement and Access & Lift Station Easement and any improvements thereon.

2. Governing Law. This Deed of Easement shall be construed under and enforced in accordance with the laws of the State of Florida.

3. Further Assurances. Grantor agrees to execute and deliver to Grantee, upon demand, such further documents, instruments or conveyances and shall take such further actions as are reasonably necessary to effectuate this Deed of Easement.

4. Successors and Assigns. This Deed of Easement shall inure to the benefit of and be binding upon, the successors, executors, administrators, legal representatives and assigns of the parties hereto and shall run with the land for the benefit of Grantee, its successors in interest, assigns, patrons and/or agents.

5. Counterparts. This Deed of Easement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one agreement.

6. Authority to Execute. Each person whose signature appears hereon represents, warrants and guarantees that he or she has been duly authorized and has full authority to execute this Deed of Easement on behalf of the party on whose behalf this Deed of Easement is executed.

[SIGNATURE PAGES FOLLOW]

In Witness Whereof, Grantor has signed and sealed these presents the day and year above written.

Signed, sealed and delivered as to Grantor
in the presence of:

SEBRING RIDGE UTILITIES, INC., a
Florida corporation

By: Christopher F. Miller
Christopher F. Miller, President

Brandi Kay Calk
Print Name: Brandi Kay Calk

Rayna Justesen
Print Name: Rayna Justesen

STATE OF FLORIDA
COUNTY OF HIGHLAND

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 25 day of Aug, 2023, by CHRISTOPHER F. MILLER, as President of SEBRING RIDGE UTILITIES, INC., on behalf of the company. He/She () is personally known to me or () produced the drivers license as identification.

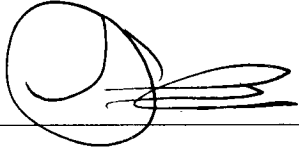
Terr Watson
Notary Public
My Commission Expires:



In Witness Whereof, Grantee has signed and sealed these presents the day and year above written.

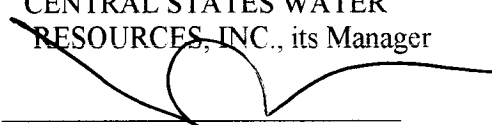
Signed, sealed and delivered as to Grantee
in the presence of:

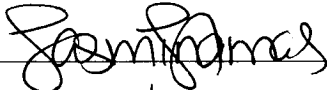
CSWR-FLORIDA UTILITY OPERATING
COMPANY, LLC, a Florida limited liability
company



Print Name: Logan Wagon

By: CENTRAL STATES WATER
RESOURCES, INC., its Manager

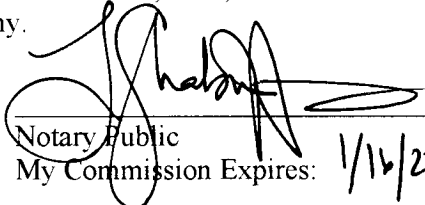
By: 
Josiah M. Cox, President



Print Name: Jasmin Ummar

STATE OF MISSOURI
COUNTY OF ST. LOUIS

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 24th day of August, 2023, by JOSIAH M. COX, as President of CENTRAL STATES WATER RESOURCES, INC., a Missouri corporation, the Manager of CSWR-FLORIDA UTILITY OPERATING COMPANY, LLC, who stated that he was authorized to execute this document on behalf of the company.


Notary Public
My Commission Expires: 1/16/2025

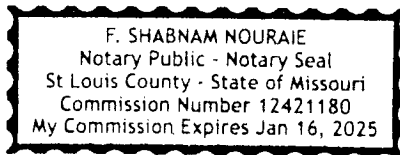


EXHIBIT "A"**LAGOON & WWTF EASEMENT DESCRIPTION (EXCLUSIVE)**

A parcel of land being part of Lot 17, Block 5 of Sebring Ridge Section "G", Highlands County, Florida, having bearings based upon Grid North derived from GPS observations and referenced to Florida State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of $(-)00^{\circ} 13' 26.63''$ and using ground distances with a combined factor of 0.999968195 (determined at the Point of Commencement) and being more particularly described as follows:

Commence at a 1/2" iron pin found with cap stamped 1872 at the Northwest corner of Lot 16, Block 5 off Sebring Ridge subdivision as platted on file in the Public Records of Highlands County, Florida, said point having grid coordinates of N = 1165766.96, E = 499134.26; thence run 211.94 feet along the east right of way of Star Avenue along a curve to the right, said curve having a radius of 1502.82 feet, a chord bearing of North $26^{\circ} 34' 42''$ East and a chord length of 211.76 feet; thence continue along said right of way North $30^{\circ} 34' 31''$ East for 169.15 feet; thence leaving said right of way, run South $34^{\circ} 35' 13''$ East for 190.97 feet to a 1/2" iron pin set to the POINT OF BEGINNING; thence North $14^{\circ} 43' 34''$ East for 52.75 feet to a 1/2" iron pin set; thence North $14^{\circ} 43' 34''$ East for 115.79 feet to a 1/2" iron pin set; thence South $89^{\circ} 01' 21''$ East for 397.71 feet to a 1/2" iron pin set; thence South $30^{\circ} 00' 48''$ East for 150.06 feet to a 1/2" iron pin set; thence North $74^{\circ} 17' 28''$ East for 124.94 feet to a 1/2" iron pin set; thence South $14^{\circ} 43' 34''$ West for 306.94 feet to a 1/2" iron pin set; thence North $77^{\circ} 12' 02''$ West for 600.00 feet to a 1/2" iron pin set; thence North $14^{\circ} 43' 34''$ East for 107.35 feet back to the Point of Beginning. Containing 4.23 acres more or less.

EXHIBIT "B"**ACCESS & LIFT STATION EASEMENT DESCRIPTION (NON-EXCLUSIVE)**

An easement for ingress and egress being part of Lot 17, Block 5 of Sebring Ridge Section "G", Highlands County, Florida, having bearings based upon Grid North derived from GPS observations and referenced to Florida State Plane Coordinate System (East Zone, NAD 83), with a convergence angle of $(-)00^{\circ} 13' 26.63''$ and using ground distances with a combined factor of 0.999968195 (determined at the Point of Commencement) and being more particularly described as follows:

Commence at a 1/2" iron pin found with cap stamped 1872 at the Northwest corner of Lot 16, Block 5 off Sebring Ridge subdivision as platted on file in the Public Records of Highlands County, Florida, said point having grid coordinates of N = 1165766.96, E = 499134.26; thence run 211.94 feet along the east right of way of Star Avenue along a curve to the right, said curve having a radius of 1502.82 feet, a chord bearing of North $26^{\circ} 34' 42''$ East and a chord length of 211.76 feet; thence continue along said right of way North $30^{\circ} 34' 31''$ East for 169.15 feet to a 1/2" iron pin set to the POINT OF BEGINNING; thence continue North $30^{\circ} 34' 31''$ East for 57.70 feet to a 1/2" iron pin set; thence run 26.80 feet along a curve to the right to a 1/2" iron pin set on the South right of Clam Drive, said curve having a radius of 25.00 feet, a chord bearing of North $61^{\circ} 16' 59''$ East and a chord length of 25.53 feet; thence South $88^{\circ} 00' 33''$ East along said South right of way for 59.17 feet to a 1/2" iron pin set; thence leaving said right of way, run South $30^{\circ} 34' 31''$ West for 93.95 feet to a 1/2" iron pin set; thence South $34^{\circ} 35' 13''$ East for 103.47 feet to a 1/2" iron pin set; thence South $14^{\circ} 43' 34''$ West for 52.75 feet to a 1/2" iron pin set; thence North $34^{\circ} 35' 13''$ West for 190.97 feet back to the Point of Beginning. Containing 0.26 acres more or less.

3

AGREEMENT FOR SALE OF UTILITY SYSTEM

THIS AGREEMENT ("Agreement"), is made and entered into this 4th day of August 2021, by and between CENTRAL STATES WATER RESOURCES, INC., a Missouri corporation, or its affiliate ("Buyer"), and SEBRING RIDGE UTILITIES, INC., a Florida corporation ("Seller"), collectively ("Parties").

WITNESSETH:

WHEREAS, Seller has developed and operates as a regulated sewer corporation certain sewer facilities, in the area more particularly described and depicted in the documents attached hereto as *Exhibit "A"*, situated in Highlands County, Florida (hereinafter the "System"); and

WHEREAS, Buyer is a corporation, organized and existing under the constitution and the laws of the State of Missouri, with all the requisite power necessary to enter into the transaction described hereinafter; and

WHEREAS, Seller is a corporation, organized and existing under the constitution and the laws of the State of Florida, with all the requisite power necessary to enter into the transaction described hereinafter; and

WHEREAS, Seller desires to sell, and Buyer desires to purchase, all the assets, property and real estate connected with the System including, but not limited to, all associated improvements for the conveyance of sewer to each of the customers connected to the service area (defined further below as "Assets"); and

WHEREAS, the parties have reached an understanding with respect to the sale by Seller and the purchase by Buyer of all of the Assets (as hereinafter defined) of the System.

NOW, THEREFORE, it is mutually agreed that:

1. **SALE OF ASSETS.**

For and in consideration of the receipt of the Purchase Price, as set forth below, and the covenants and promises hereinafter set forth, Seller agrees that on the date of the Closing (as hereinafter defined), Seller shall sell, transfer, assign and deliver to Buyer, or Buyer's designated affiliate, all of Seller's then existing assets pertaining to the provision of sewer service in the System located in Highlands County, in the State of Florida, and related properties, including, without limitation, the following:

- A. The land, improvements thereon, easements, rights of way, permits and leases

related to the System area depicted in *Exhibit "A"* and/or generally described in *Exhibit "B"*, attached hereto;

B. All of Seller's sewer service facilities, equipment, lines, plant, pipes, manholes and appurtenances;

C. Any machinery and equipment such as meters, tools, devices, mobile work equipment, and all furniture, fixtures, machinery, supplies and other tangible items, if any, located in Highlands County, Florida, and used or held for use in connection with the System as generally described in *Exhibit "C"*, attached hereto;

D. All of Seller's rights, title and interest in and to any franchise agreements, franchise rights, warranties, contracts, supply contracts, agreements, bonds, escrowed funds or other financial assurances or guaranties, if any, pertaining to, allocable to or arising out of the provision of sewer service in Highlands County, Florida as generally described in *Exhibit "D"*, attached hereto;

E. All of Seller's inventory, merchandise, contract rights, supplies, goodwill, and general intangibles including accounts receivable pertaining to the sewer service, except accounts receivable accrued prior to the Closing; and

F. All assets not described which are located in Highlands County, Florida, and used or useful to operate the System, excepting therefrom, and from any other assets described in the paragraphs above of this Section 1, any and all cash, cash equivalents, customer deposits and banking deposits in existence prior to the Closing which shall remain the property of the Seller.

The assets to be sold and delivered, as above described, are hereinafter collectively described as the "Assets."

2. CONVEYANCES OF REAL ESTATE.

The real estate to be conveyed by Seller will include all facilities described herein and all interest of Seller in any sewer and other utility easements. The real estate will be conveyed by general warranty deed, in a form satisfactory to Buyer, and will vest marketable title in fact in the Buyer. Easements shall be assigned by written assignment or other means, in a form satisfactory to Buyer.

At Buyer's expense, Buyer shall obtain, at least thirty (30) calendar days prior to the

Closing, a Commitment to issue an Owner's Policy of Title Insurance to Buyer in the amount of the Purchase Price issued by a company authorized to issue title insurance in the state of Florida, which policy shall insure the owner's title to be marketable as the same is described and defined in the American Land Title Association ("ALTA") title examination standards ("Title Standards"). After delivery of said title insurance commitment and Buyer's completion of the examination and/or review of the commitment and other relevant title information, Buyer shall notify Seller, in writing, of any objections thereto (the Parties agreeing that any objection falling within the said Title Standards shall not constitute a valid objection so long as Seller furnishes affidavits or other papers as described in such standards in order for the title company to delete the same). If there shall be no such notice of objection, then any exceptions in such Commitment or deficiencies in the title to the property noted on such Commitment shall be deemed waived and delivery of a deed in compliance with the terms of the Commitment shall be deemed compliance with the terms of this Agreement. If notice of any objections to defects in the title, as defined above, shall be delivered to Seller, then Seller shall have five (5) business days to correct the title and the Closing shall be postponed until such time, if necessary. If Seller elects not to, or cannot, correct such defects, then Buyer, at Buyer's option, may waive such defects and proceed to close or may cancel the contract and all obligations hereunder shall be null and void.

3. **REGULATORY APPROVAL.**

Seller shall act diligently and cooperate with Buyer to obtain any regulatory approvals required from the Florida Public Service Commission ("FPSC"), Florida Department of Environmental Protection ("FDEP"), or any other regulatory agency in the State of Florida, as determined by Buyer in its sole discretion, and to obtain transfer of Seller's permits, if any.

4. **PURCHASE PRICE.** Buyer agrees to pay to Seller at the Closing **Five Hundred Forty Thousand Dollars (\$540,000.00)** for purchase of the Assets ("Purchase Price"). The Purchase Price includes an amount of Two Hundred Ninety Thousand Dollars (\$290,000.00) that is currently being held in escrow as a bond amount to secure certain obligations of the Seller, which is deemed part of the Assets that are being transferred to Buyer under this Agreement. If at or prior to the Closing, said bond amount is released to the Seller, then the Purchase Price shall adjust to Two Hundred Fifty Thousand Dollars (\$250,000.00).

5. **CLOSING.**

The Closing of the sale shall take place at a mutually agreeable location no later than forty-five (45) days after the effective date of any necessary regulatory authority approval, satisfaction of Seller's Representations and Warranties and Conditions Precedent set forth herein, and Buyer having obtained financing under terms acceptable to Buyer in Buyer's sole discretion, or at such other time as the parties hereto may mutually agree (the "Closing"). At the Closing, Seller shall have delivered to Buyer such deeds, bills of sale, endorsements, assignments and other sufficient instruments of transfer and conveyance as shall be effective to vest in Buyer such title to the Assets to be sold as provided in this Agreement and as set forth in Section 6.D, and Buyer will deliver to Seller the Purchase Price. From time to time, at Buyer's request and expense, whether at or after the Closing and without further consideration, Seller shall execute and deliver such other instruments of conveyance and transfer and take such other action as Buyer reasonably may require to more effectively convey and transfer to Buyer any of the Assets to be sold hereunder, and will assist Buyer in the collection or reduction to possession of such Assets. Buyer will pay all sales, transfer and documentary taxes, if any, payable in connection with the sale, transfers and deliveries to be made to Buyer hereunder. All ad valorem real estate taxes and assessments levied or assessed against the Assets shall be prorated according to the calendar year as of the Closing based on the most recent tax bill and assessments levied for the same, and Buyer shall receive a credit against the Purchase Price for the amount of taxes owed by Seller at the time of the Closing. Buyer shall pay the costs of recording all instruments required for the Closing to occur, the fees charged by the title company, and Buyer's attorneys' fees. Seller shall pay for all attorneys' fees incurred by Seller.

On the date of the Closing, Buyer shall accept and assume ownership and title to the Assets to be conveyed hereunder and Buyer shall assume liability, and become responsible, for all obligations in connection with the Assets going forward, excepting responsibility for any liabilities and/or obligations of Seller in connection with the Assets that existed prior to the date of the Closing.

6. **SELLER'S REPRESENTATIONS AND WARRANTIES.**

The Seller represents and warrants as follows:

A. **Organization and Standing of Seller.**

Seller is a corporation, organized and existing under the constitution and laws of the State of Florida in good standing with the Florida Secretary of State.

B. Liabilities.

All liabilities or obligations of Seller, whether accrued, absolute, contingent or otherwise pertaining to or arising out from the Assets are liabilities and obligations of the Seller and shall remain the obligations of Seller after the date of the Closing.

C. Absence of Certain Changes.

After Buyer's inspection and acceptance of the Assets, there shall not be:

- i. Any material change in the use of the Assets in connection with the business or operations of the System;
- ii. Any damage, destruction or loss whether or not covered by insurance, materially and adversely affecting the Assets.

D. Title to Properties.

Within twenty (20) days prior to the Closing and with Buyer's assistance, Seller shall have obtained the legal right to transfer all of the Assets. To the best of Seller's knowledge, unless Seller has disclosed any information in writing to the Buyer to the contrary, Seller owns the Assets to be sold under this Agreement, in all cases, free and clear of all liens, mortgages, pledges, leases, options, rights of first refusal, conditional sales agreements, encumbrances or other charges, except liens for taxes not yet due or payable, easements or right of ways, streets, railways, pipelines, electric transmission and distribution lines, telephone lines, drainage rights and other similar rights or restrictions of record which do not, either individually or in the aggregate have a materially adverse effect on the value or utility of the Assets to be sold hereunder.

Notwithstanding, but not in limitation of, the foregoing, Seller agrees to work with Buyer's surveyor prior to closing to establish, at Buyer's expense, the property boundaries and easement locations and to create a written plat of the distribution and collection lines showing the location of said lines with respect to lot lines, platted utility easements, if any, to the extent the same can be shown with reference to such lot lines and platted utility easements.

Within twenty (20) days prior to the Closing and with Buyer's assistance, Seller

agrees to have identified any and all interests in land (including easements or license agreements) it has obtained in connection with its operation and maintenance of the System and will provide Buyer or Buyer's representatives copies of the same or a reference to the book and page number of the records of the Highlands County Recorder's Office where such easements are recorded. The cost of such identification and any related search being the sole responsibility of the Buyer.

Buyer shall have until twenty (20) calendar days prior to the Closing to determine: 1) if Seller lacks an easement or other interest necessary for operation of the System or 2) an easement is defective in title or interest conveyed. If it appears that Seller lacks a valid easement for any portion of the System, or any easement identified suffers from a defect in title or interest conveyed, Buyer at its option and in its sole discretion may: 1) cancel this Agreement, 2) independently negotiate with the owner of the affected property toward acquisition of the treatment plant and collection lines easements or other easements, 3) notify Seller that Buyer will cancel the Agreement unless a necessary easement is acquired or a defect satisfactorily cured or remedied, and 4) undertake any action, which in Buyer's sole and absolute discretion, would correct an easement or remedy the situation caused by a lack of an easement or proper land interest. Buyer's failure to cancel this Agreement, however, shall not relieve Seller from any of its duties of indemnification set forth in subsequent paragraphs herein, nor shall such failure be construed as Buyer's waiver of any such provisions.

E. **Authority to Operate.**

The Assets, as described at Section 1 of this Agreement, constitute all of the assets presently owned by the Seller pertaining to the System. To the best of Seller's knowledge, the System is being conducted, and as of the date of the Closing, will be conducted in full compliance with requirements of all regulatory bodies exercising jurisdiction with regard to rates and conditions of service, and with local building and zoning codes. Seller agrees that from the Effective Date until either the termination of this Agreement or until after the Closing that Seller will not file any notices, requests, compliance documents, pleadings, or any other documents with any governmental or quasi-governmental authority that has jurisdiction over Seller in the operation, regulation or oversight of the System or any other

endeavors of Seller (whether related to the System or not) without first providing at least ten (10) days prior notice to the Buyer for review and comment on such filing.

F. **Litigation.**

There is no litigation or proceeding pending, or to the knowledge of Seller threatened, against or relating to Seller, the Assets, or the System, nor does Seller know, or have reasonable grounds to know, of any basis for any such action, or of any governmental investigation relative to Seller, the Assets, or the System, except as otherwise disclosed to Buyer.

G. **No Violation or Breach.**

The performance of this Agreement by Seller, including any preconditions or surviving warranties or representations, is not in violation of any laws, statutes, local ordinances, state or federal regulations, court orders or administrative order or ruling, nor is such performance in violation of any loan documents, conditions or restrictions in effect for financing, whether secured or unsecured.

H. **Escrowed Funds.**

Seller hereby agrees to make good faith efforts to seek the release of the escrowed funds referenced in Section 4 herein on or before the Closing, and will cooperate with the Buyer to facilitate such release of the escrowed funds to the extent it is reasonably achievable.

7. **BUYER'S REPRESENTATIONS AND WARRANTIES.**

Buyer represents and warrants as follows:

A. **Organization and Standing of Buyer.**

Buyer is a corporation organized, existing under the constitution and laws of the State of Missouri in good standing, and has the requisite power to purchase the Assets which are to be sold pursuant to the terms of this Agreement.

B. **Authority.**

The execution and delivery of this Agreement by Buyer and the purchase of the Assets as contemplated hereby have been duly authorized by Buyer, and all necessary action on the part of Buyer has been taken to authorize the execution and delivery of this Agreement and to consummate the sale contemplated hereby.

8. **CONDITIONS PRECEDENT FOR BUYER TO CLOSE.**

All obligations of Buyer under this Agreement are subject to the fulfillment, prior to or at the Closing, of each of the following conditions:

A. **Regulatory Approval.**

The FPSC and FDEP shall have, if necessary, authorized or approved the sale, transfer or disposition of the Assets to Buyer from Seller, the proposed financing, and any schedule of compliance for proposed utility improvement projects for regulatory compliance deemed necessary by Buyer, each in form and substance (including without limitation with respect to the terms and conditions contained in such approval) acceptable to Buyer in Buyer's sole and absolute discretion. Both Parties shall diligently pursue the required approvals and authorizations contemplated herein. In the event the Parties are unable to obtain the required regulatory approval or authorization to complete the transactions contemplated herein, Buyer may terminate this Agreement by providing written notice to Seller at Buyer's sole and absolute discretion.

B. **Representations and Warranties True at Closing.**

Seller's representations and warranties contained in this Agreement shall be true at the time of the Closing as though such representations and warranties were made at such time.

C. **Performance.**

Seller shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by Seller prior to or at the closing; including the payment of all taxes and assessments, or portions thereof, attributable to periods prior to or ending on the date of the Closing, to include any regulatory assessments.

D. **Feasibility.**

Completion of Buyer's examination, testing and inspection of the Assets, the securing of any and all licenses, permits or governmental approvals Buyer deems necessary for Buyer's proposed uses of the Assets, and any other due diligence determined by the Buyer as necessary in order to determine the feasibility of this acquisition, the results of

any of the foregoing to be satisfactory to Buyer, in its sole and absolute discretion. For purposes of this Agreement, the period from the date this Agreement is fully executed by both parties to the date that is twenty (20) days prior to the Closing, shall be referred to herein as the "Inspection Period." During the Inspection Period, Buyer, its employees, agents and contractors, shall have the right to enter onto any property owned by Seller that is related to the operation of the System, as it deems necessary or desirable, on reasonable prior notice to Seller to perform and complete architectural, environmental, engineering and/or other surveys, studies, inspections and tests on the Assets; to review zoning laws and applicable building codes; to obtain all necessary city, county, and state zoning approval, site plan or subdivision approvals, licenses and permits to authorize the uses of the Assets as intended by Buyer.

E. **No Casualty.**

The Assets shall not have been adversely affected in any material way as a result of any strike, lockout, accident or other casualty or act of God or the public enemy, or any judicial, administrative or governmental proceeding.

F. **Buyer's Right to Terminate.** If Buyer determines, in its sole and absolute discretion, that any of the aforementioned conditions have not been met, Buyer shall have the right to terminate this Agreement at any time prior to the Closing upon written notice to Seller.

9. **CONDITIONS PRECEDENT FOR SELLER TO CLOSE**

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

A. **Representations and Warranties True at Closing.**

Buyer's representations and warranties contained in this Agreement shall be true at the time of the Closing as though such representations and warranties were made at such time.

B. **Performance.**

Buyer shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by Buyer prior to or at the Closing.

10. **INDEMNIFICATION.**

Seller shall, and hereby does agree to indemnify and hold harmless Buyer, at any time after the Closing against and in respect of:

A. All liabilities or obligations of Seller, whether accrued, absolute, contingent or otherwise, and including all liabilities or obligations arising out of the transactions entered into, or any state of facts existing, prior to the date of the Closing, including, without limitation, such liabilities or obligations as are described in paragraph B of Section 6 hereof;

B. Any claim, damage or deficiency resulting from any misrepresentation, untrue warranty, breach of warranty, or nonfulfillment of any agreement on the part of Seller under this Agreement or from any misrepresentation in or omission from any certificate or other instrument furnished or to be furnished to Buyer under this Agreement;

C. Any claim, liability, damage or obligation arising out of or attributable to, directly or indirectly, the storage or disposal of hazardous waste or materials prior to the date of the Closing;

D. All actions, suits, proceedings, demands, assessments, judgments, costs (including attorney's fees) and expenses incident to any of the foregoing.

Seller shall reimburse Buyer, on demand, for any payment involuntarily made, required by law to be made, or with the consent of Seller made by Buyer at any time after the date of closing in respect of any liability, obligation or claim to which the indemnity and hold harmless by Seller contained in this section relates.

11. **FEES AND COMMISSIONS.**

Each Party represents that it has not retained any broker or finder and is not paying, and is not obligated to pay, any finder's fee, commission or other transactional fee in connection with the transactions contemplated by this Agreement. Each Party shall pay its own fees for attorneys, accountants, appraisers or others engaged by it in the course of negotiating or executing this Agreement and in closing and completing the transactions hereunder provided. Fees for professional advisors retained jointly by the Parties for their mutual benefit shall be equally divided.

12. **HAZARD INSURANCE & CASUALTY LOSS.**

Seller shall maintain current hazard insurance in force on the Assets until the Closing. The risk of loss to the Assets shall pass to Buyer upon delivery of possession of the Assets to Buyer. If an event of casualty occurs to the Assets prior to the Closing, the Buyer may elect to either move to the Closing and accept any insurance proceeds as full satisfaction for the damage to the Assets or the Buyer may terminate this Agreement. Buyer shall notify Seller as to which option it elects within five (5) days prior to the Closing.

13. **BENEFIT.**

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

14. **GOVERNING LAW.**

This Agreement is being delivered and is intended to be performed in the State of Florida, and shall be construed and enforced in accordance with the laws of such state.

15. **COUNTERPARTS.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. This Agreement shall not be binding until executed by all Parties.

16. **NO THIRD PARTY BENEFICIARIES.**

This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

17. **ENTIRE AGREEMENT.**

This Agreement (including the documents referred to herein) constitutes the entire agreement among the Parties and supersedes any prior understandings, agreements or representations by or among the Parties, written or oral, to the extent they have related in any way to the subject matter hereof.

18. **SUCCESSION AND ASSIGNMENT.**

This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. Buyer shall be permitted to assign its rights in this Agreement to an affiliated entity that the Buyer controls without need of consent by the

Seller by providing written notice to the Seller of such assignment. Other than the foregoing permitted assignment, no Party may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of Buyer and Seller, said approval not to be unreasonably withheld.

19. **HEADINGS.**

The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

20. **NOTICES.**

All notices, demands, consents, requests or other communications required to or permitted to be given pursuant to this Agreement shall be in writing, shall be given only in accordance with the provisions of this Section 20, shall be addressed to the parties in the manner set forth below, and shall be conclusively deemed to have been properly delivered: (a) upon receipt when hand delivered during normal business hours (provided that, notices which are hand delivered shall not be effective unless the sending party obtains a signature of a person at such address that the notice has been received); (b) upon receipt when sent by facsimile if sent between the hours of 8:00 a.m. and 5:00 p.m. (the recipient's time) on a business day to the number set forth below with written confirmation of a successful transmission by the sender's facsimile machine; (c) when sent by electronic mail if (1) identified in the subject line as a notice under this Agreement, (2) sent between the hours of 8:00 a.m. and 5:00 p.m. on a business day to the email address set forth below, and (3) acknowledged as received by the recipient, by reply or separate email, (d) upon the day of delivery if the notice has been deposited in an authorized receptacle of the United States Postal Service as first-class, registered or certified mail, postage prepaid, with a return receipt requested (provided that, the sender has in its possession the return receipt to prove actual delivery); or (e) one (1) business day after the notice has been deposited with FedEx, United Parcel Service or other reliable overnight courier to be delivered by overnight delivery (provided that, the sending party receives a confirmation of actual delivery from the courier). The addresses of the parties to receive notices are as follows:

If to Buyer:

Josiah Cox, President
Central States Water Resources, Inc.

1650 Des Peres Road, Suite 303
St. Louis, MO 63131
Facsimile: (314) 238-7201
Email: jcox@cswrgroup.com

With a Copy to:

James A. Beckemeier
Beckemeier LeMoine Law
13421 Manchester Rd., Suite 103
Saint Louis, Missouri 63131
Phone: (314) 965-2277
Facsimile: (314) 965-0127
E-mail: jim@bl-stl.com

If to Seller:

Christopher F. Miller & Julia (Pat) Miller
3625 Valerie Blvd.
Sebring, FL 22870-7814
Phone: (863) 414-0542
Email: juliamiller@hotmail.com

Any Party may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other Party notice in the manner herein set forth.

21. **AMENDMENTS AND WAIVERS.**

No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by Buyer and Seller. No waiver by any party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

22. **SEVERABILITY.**

Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

23. **EXPENSES.**

Buyer and Seller shall each bear its own costs and expenses (including legal and accounting fees and expenses) incurred in connection with the preparation of this Agreement and activities necessary for the Closing.

24. **CONSTRUCTION.**

The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean including without limitation.

25. **INCORPORATION OF EXHIBITS.**

The Exhibits identified in this Agreement are incorporated herein by reference and made a part hereof.

26. **DEFAULT; ATTORNEY'S FEES.**

If either Party shall default in their performance under this Agreement, which default results in the expenditure of attorneys' fees to enforce the terms of this Agreement or to recover damages for breach of this contract, then the prevailing party shall be entitled to receive their reasonable and actually incurred attorneys' fees and costs in addition to any other damages that the Party is entitled to recover at law or in equity.

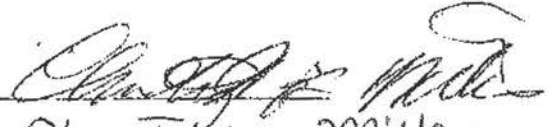
27. **AUTHORITY TO EXECUTE.** Each person whose signature appears hereon represents, warrants and guarantees that he or she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

28. **CONFIDENTIALITY.** Buyer and Seller shall keep confidential this Agreement, this transaction, and all information learned in the course of this transaction, except to the extent disclosure is required by law or court order or to enable third parties to advise or assist Buyer to conduct its due diligence or either party to close this transaction.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the day and year first above written.

SELLER:

SEBRING RIDGE UTILITIES, INC.

By: 
Name: Christopher Miller
Title: President

BUYER:

CENTRAL STATES WATER
RESOURCES, INC.


By: 
Josiah Cox (Aug 6, 2021 09:40 CDT)
Josiah Cox, President

EXHIBIT "A"

Service Area Description

The subdivision where the System is located.

EXHIBIT "B"

Description of Land, Improvements thereon, Easements, Rights of Way, Permits and Leases
(The legal description(s) of the Land, Improvements thereon, Easements, Rights of Way shall be determined by
survey and title commitments, which shall be inserted prior to the Closing).

Seller shall transfer perpetual and exclusive easement rights to the area depicted below as well as non-exclusive easement rights over Clam Drive for ingress and egress to the same, and Seller shall also transfer non-exclusive easement rights as well as ingress and egress to the four (4) force mains from Star Ave.



EXHIBIT "C"

Personal Property and Equipment

(meters, tools, devices, mobile work equipment, furniture, fixtures, machinery, supplies, and other tangible items)

Seller shall transfer all right and title to the personal property and equipment that is located within the depicted area set forth in Exhibit B herein that is used exclusively for the service of the System.

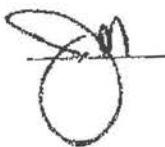
EXHIBIT "D"

Rights Via Agreements, Contracts, Misc.
(franchise agreements, franchise rights, warranties, contracts, supply contracts, agreements, bonds and/or other financial assurances and customer deposits)

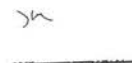
None.

Addendum to Exhibit B of the Agreement for Sale of Utility System

Seller is conveying the real property upon which the waste water plant and polishing pond is located which is contained within the existing fence as depicted on the areal photo contained in Exhibit B to the Agreement. Seller is ownership of all real property outside the depicted area being conveyed subject to the ingress/egress easements described in Exhibit "B".



SELLER



BUYER

4

BILL OF SALE

This BILL OF SALE, effective as of the 29th day of August, 2023, is made by SEBRING RIDGE UTILITIES, INC., a Florida corporation (“Seller”), in favor of CSWR-FLORIDA UTILITY OPERATING COMPANY, LLC, a Florida limited liability company (“Buyer”).

WHEREAS, Buyer, or its affiliate, and Seller are parties to that certain Agreement for Sale of Utility System dated August 4, 2021, which contemplates the sale of certain assets of Seller to Buyer, and which by this reference is incorporated herein (the “Purchase Agreement”).

NOW, THEREFORE, Seller, for the consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, assign, convey, transfer and deliver to Buyer, all of Seller’s right, title and interest in and to the Assets, as such term is defined and described in the Purchase Agreement, consists of the assets, both real and personal, used or useful in operation of a sewer system located in Highlands County, Florida that services the area described on the attached **EXHIBIT A**, such assets being more particularly described as follows:

All personal property comprising the sewer system, including but not limited to, the sewer lines, pipes, lagoon(s), treatment plant(s), pump/lift & pump/lift station(s), tanks, meters, valves, manholes, and any other appurtenances of the sewer system, and all machinery, equipment, supplies and other tangible items used in connection with the sewer system.

TO HAVE AND TO HOLD the Assets, with all of the rights and appurtenances thereto belonging, unto Buyer, its successors and assigns, to itself and for its own use and behalf forever.

AND, for the consideration aforesaid, Seller hereby constitutes and appoints Buyer the true and lawful attorney or attorneys in fact of Seller, with full power of substitution, for Seller and in its name and stead or otherwise, by and on behalf of and for the benefit of Buyer to demand and receive from time to time any and all of the Assets hereby assigned, transferred and conveyed, and to give receipts and releases for and in respect of the same and any part thereof, and from time to time to institute and prosecute at the expense and for the benefit of Buyer any and all proceedings at law, in equity or otherwise which Buyer may deem proper in order to collect, assert, or enforce any claim, right or title of any kind in and to the Assets and to do all such acts and things in relation thereto as Buyer shall deem desirable; and Seller hereby declaring that the appointment made and the powers hereby granted are coupled with an interest and are and shall be irrevocable by Seller in any manner or for any reason.

AND, for the consideration aforesaid, Seller has covenanted and by this Bill of Sale does covenant with Buyer that Seller will do, execute and deliver, or will cause to be done, executed and delivered, all such further acts, transfers, assignments and conveyances, powers of attorney and assurances, for the better assuring, conveying and confirming unto Buyer, the entire right, title and interest in the Assets hereby sold, transferred, assigned and conveyed as Buyer shall reasonably require.

This Bill of Sale and the covenants and agreements herein contained shall inure to the benefit of Buyer, its successors and assigns, and shall be binding upon Seller, its successors and assigns.

This Bill of Sale is executed and delivered by Seller pursuant to the Purchase Agreement, and is subject to the covenants, representations and warranties made therein.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Bill of Sale has been executed as of the date first set forth above.

Witnesses:

Brandi Kaye Cole
Print: Brandi Kaye Cole

Rayna Justesen
Print: Rayna Justesen

SEBRING RIDGE UTILITIES, INC.,
a Florida corporation

By: Christopher F. Miller
Christopher F. Miller, President

STATE OF FLORIDA
COUNTY OF Highlands

The foregoing instrument was acknowledged and executed before me by means of physical presence or online notarization this 25 day of August 2023 by CHRISTOPHER F. MILLER, as President of SEBRING RIDGE UTILITIES, INC., a Florida corporation. Such person(s): *(notary must check applicable box)*

- is personally known to me.
- produced a current Florida Driver's License as identification.
- produced _____ as identification.



Terr Watson
Notary Public
State of Florida, at Large
My Commission Expires:

EXHIBIT A

Sebring Ridge Service Area Description

A parcel of land being located in Sections 2, 11 and 12 of Township 34 South, Range 28 East, Highlands County, Florida, and being more particularly described as follows:

Commencing at the NE corner of said Section 11, thence run South for 319.37 feet; thence run West for 1230.16 feet to the intersection of the northern right-of-way of Karen Drive & the centerline of a Florida Power Company easement to and for the Point of Beginning; thence run South 61 degrees 07 minutes 50 seconds East along the center of said power easement for 1324.06 feet; thence run South 89 degrees 47 minutes 20 seconds East for 571.49 feet to the western right-of-way of Panther Parkway; thence run South 24 degrees 14 minutes 30 seconds East along said right-of-way for 474.30 feet; thence continue along said right-of-way South 33 degrees 17 minutes 45 seconds East for 296.90 feet to the extension of western right-of-way of Cod Ave.; thence run South 18 degrees 16 minutes 30 seconds West along said right-of-way for 61.35 feet; thence run South 36 degrees 04 minutes 26 seconds East for 215.87 feet; thence run South 18 degrees 16 minutes 30 seconds West for 1099.74 feet; thence run North 71 degrees 43 minutes 30 seconds West for 125.00 feet; thence run North 18 degrees 16 minutes 30 seconds East for 6.38 feet; thence run along the south right-of-way of Whiting Drive the following calls: run North 73 degrees 46 minutes 10 seconds West for 610.90 feet; thence run along a curve to the left for 861.13 feet, said curve having a radius of 3167.84 feet and a chord of North 81 degrees 33 minutes 25 seconds West for 858.48 feet; thence run North 89 degrees 21 minutes 57 seconds West for 369.62 feet; thence run on a curve to the right for 546.00 feet, said curve having a radius of 637.44 feet and a chord of North 65 degrees 32 minutes 56 seconds West for 529.46 feet; thence leaving said right-of-way, run South 49 degrees 00 minutes 31 seconds West for 125.00 feet; thence run along a curve to the left for 55.71 feet; said curve having a radius of 761.90 feet and a chord of South 43 degrees 05 minutes 22 seconds East for 55.70 feet; thence run South 44 degrees 18 minutes 05 seconds West for 125.04 feet to the eastern right-of-way of Manatee Drive; thence run in a northerly direction along the eastern right-of-way of Manatee Drive the following calls: run on a curve to the right for 162.28 feet, said curve having a radius of 885.14 feet and a chord of North 40 degrees 01 minutes 15 seconds West for 162.05 feet; thence run North 34 degrees 47 minutes 19 seconds West for 3283.54 feet to the eastern right-of-way of Memorial Drive; thence leaving said right-of-way, run South 89 degrees 47 minutes 20 seconds East for 1641.85 feet to the centerline of aforementioned Florida Power Company easement; thence run South 61 degrees 07 minutes 50 seconds East along the centerline of said easement for 1178.10 feet back to the Point of Beginning. Said parcel contains 189.7 acres, more or less.

AND ALSO:

A parcel of land being located in Sections 10 and 11 of Township 34 South, Range 28 East, Highlands County, Florida, and being more particularly described as follows:

Commencing at the NE corner of said Section 11, thence run South 88 degrees 35 minutes 57 seconds West along the north line of said Section 11 for 4599.40 feet to the eastern right-of-way of Casablanca Drive to and for the Point of Beginning; thence run along said right-of-way the following calls: run South 01 degrees 29 minutes 30 seconds East for 425.00 feet; thence run South 88 degrees 36 minutes 30 seconds West for 254.51 feet; thence run South 30 degrees 54 minutes 58 seconds West for 636.22 feet to the northern right-of-way of Grouper Drive; thence run North 56 degrees 00 minutes 14 seconds West along said right-of-way for 79.83 feet; thence run North 60 degrees 25 minutes 06 seconds West for 409.12 feet; thence run North 69 degrees 38 minutes 47 seconds West for 197.37 feet; thence run North 73 degrees 12 minutes 32 seconds West for 197.37 feet; thence run North 76 degrees 05 minutes 47 seconds West for 122.61 feet; thence run South 12 degrees 47 minutes 52 seconds West for 225.00 feet; thence run North 78 degrees 59 minutes 57 seconds West for 234.65 feet; thence run North 79 degrees 40 minutes 10 seconds West for 834.45 feet; thence run North 19 degrees 34 minutes 10 seconds West for 513.16 feet; thence run North 66 degrees 01 minutes 23 seconds East for 136.62 feet to the north line of Section 10; thence run North 88 degrees 40 minutes 16 seconds East along the north line of Sections 10 and 11 for 2634.11 feet back to the Point of Beginning. Said parcel contains 40.2 acres, more or less.

5



APPLICATION FOR
TRANSFER OF A WASTEWATER FACILITY OR ACTIVITY PERMIT

Facility ID: FLA014349 Date: 7/14/23

Facility Name: Sebring Ridge Utilities WWTP

Facility Address: 2186 Clam Dr. Sebring, FL 33870-1103

Permit No.: FLA014349 Date Issued: 9/23/20 Date Expired: 10/29/25

NOTIFICATION OF SALE OR LEGAL TRANSFER

Permittee Name: Chris Miller

Title:

Mailing Address: 3625 Valerie Blvd. Sebring, FL 33870-7814

Phone (optional): (863) 414-0542 Email (optional): juliapmiller@hotmail.com

I hereby notify the Department of the sale or legal transfer of this wastewater facility or activity under Rule 62-620.340(2), F.A.C. Further, I agree to assign my rights as permittee to the proposed permittee in the event the Department agrees to the transfer of permit.

Date of proposed transfer: August 29, 2023

Date Signed: Signature of Existing Permittee

REQUEST FOR TRANSFER OF PERMIT

Applicant Name: (Josiah Cox) CSNR - Florida Utility Operating Company, LLC

Title: President

Mailing Address: 1630 Des Peres Rd. Suite 140 Des Peres, MO 63131

Phone (optional): (314) 736-4672 Email (optional): jcox@cswrgroup.com

I hereby certify that I have examined the application and the documents submitted by the existing permittee which are the basis of this permit that was issued by the Department. I state that they accurately and completely describe the permitted facility or activity. Further, I state that I am familiar with the permit and I agree to comply with its terms and conditions. I agree to assume the rights and liabilities contained in the permit and the statutes and rules under which it was issued. I also agree to promptly notify the Department of any future change in ownership of or responsibility for this facility or activity.

Date Signed: August 21, 2023 Signature of Applicant



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Facility Name: Sebring Ridge Utilities WWTP

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Permittee Name: Chris Miller

Title:

Mailing Address: 3625 Valerie Blvd. Sebring, FL 33870-7814

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I hereby notify the Department of the sale or legal transfer of this wastewater facility or activity under Rule 62-620.340(2), F.A.C. Further, I agree to assign my rights as permittee to the proposed permittee in the event the Department agrees to the transfer of permit.

Date of proposed transfer:

Date Signed: [Signature] Signature of Existing Permittee

REQUEST FOR TRANSFER OF PERMIT

Applicant Name: Josiah Cox

Title: President

Mailing Address: 1630 Des Peres Rd. Suite 140 Des Peres, MO 63131

Phone (optional): (314) 736-4672 Email (optional): jcox@cswgroup.com

I hereby certify that I have examined the application and the documents submitted by the existing permittee which are the basis of this permit that was issued by the Department. I state that they accurately and completely describe the permitted facility or activity. Further, I state that I am familiar with the permit and I agree to comply with its terms and conditions. I agree to assume the rights and liabilities contained in the permit and the statutes and rules under which it was issued. I also agree to promptly notify the Department of any future change in ownership of or responsibility for this facility or activity.

Date Signed: [Signature] Signature of Applicant