
**Town of Howey-in-the-Hills
and
Central Lake Community Development District**

**AMENDED AND RESTATED
WHOLESALE WASTEWATER TREATMENT AGREEMENT**

THIS AMENDED AND RESTATED WHOLESALE WASTEWATER TREATMENT AGREEMENT (“Agreement”) is made and entered into as of _____, 2025 (“Effective Date”), by and between the **Town of Howey-in-the-Hills**, a Florida municipal corporation (“Howey”), and the **Central Lake Community Development District**, a Florida special district created pursuant to Chapter 190 of the Florida Statutes, (“CDD”), and combines, amends and restates in their entirety:

- i. that certain Wholesale Wastewater Service Agreement between Howey and the CDD dated August 7, 2007 (“2007 Wholesale Agreement”) and
- ii. that certain Wholesale Wastewater Service Agreement between Howey and the CDD dated February 27, 2012 (“2012 Wholesale Agreement” and, together with the 2007 Wholesale Agreement, the “Prior Wholesale Agreements”).

RECITALS

A. **WHEREAS**, Howey is a Florida municipality with home rule authority under Article VIII, Section 2 of the Florida Constitution and Chapter 166, F.S., to provide for the health, safety and welfare of its citizens; and

B. **WHEREAS**, the CDD is a local unit of special-purpose government created by Lake County Board of County Commissioners Ordinance 2001-75 pursuant to Chapter 190, Florida Statutes, and empowered to finance, construct or otherwise acquire, operate and maintain wastewater management facilities within its boundaries or without its boundaries when the project is the subject of an agreement between the CDD and a governmental entity and consistent with the local government’s comprehensive plan; and

C. **WHEREAS**, the CDD leases and operates a wastewater treatment system located in Lake County, Florida (“CDD’s Wastewater System”); and

D. **WHEREAS**, in 2001, before the formation of the 2007 Wholesale Agreement, the CDD entered into an Interlocal Agreement with the County dated May 10, 2001, which agreement was amended in 2006, 2007, and 2015 (as amended, the “County Interlocal Agreement”), which provides authority in accordance with Section 190.011, F.S. for the CDD to

provide utility services outside its geographic boundaries in specified unincorporated portions of Lake County; the service area where the CDD has authority to serve pursuant to the County Interlocal Agreement is depicted in Exhibit “A” to the Third Amendment to Interlocal Agreement dated September 2, 2015 and also attached to this Agreement as Exhibit “A” for convenience; the area depicted in Exhibit “A” is referred to herein as the “CDD Retail Service Territory”; and

E. **WHEREAS**, Howey enacted Ordinance 2003-307 on August 11, 2003, under which Howey created a water and wastewater service area as authorized by Chapter 180, Florida Statutes (“180 Service Area”); and

F. **WHEREAS**, Howey’s 180 Service Area includes the entire town as well as unincorporated areas of Lake County in the general vicinity of Howey as depicted in the Utility Service Area Map attached as Exhibit “B” to this Agreement; and

G. **WHEREAS**, in 2005, before execution of the 2007 Wholesale Agreement, three developments then known as Mission Rise, The Reserve, and Venezia North and South (collectively the “2007 Developments,” as more particularly defined in Section 2.31 herein) each reserved wastewater treatment capacity at the CDD’s plant by entering into Agreements and Commitments for Utility Service (“CDD Service Agreements,” as more particularly defined in Section 2.3 herein) with the CDD, and the CDD set aside and encumbered capacity in the CDD’s Wastewater System for the treatment and disposal of wastewater to be generated by the land development contemplated to occur within the 2007 Developments; and

H. **WHEREAS**, after consenting to the 2007 Wholesale Agreement, one of the 2007 Developments, Mission Rise, defaulted in its obligations under its respective CDD Service Agreement, relieved Howey of its obligations under the CDD Service Agreement, and forfeited its reserved treatment and disposal capacity to the CDD; the CDD Service Agreements with The Reserve (n/k/a Hillside Groves) and with Venezia North (n/k/a Talichet) and Venezia South (“Vested 2007 Developments,” as more particularly defined in Section 2.22 herein) remain in good standing; and

I. **WHEREAS**, pursuant to the 2012 Wholesale Agreement, the CDD agreed to reserve an unspecified amount of Wastewater Treatment Capacity to Howey and to provide wastewater treatment and disposal service on a wholesale basis for the development described therein and known as the Bouis Property (n/k/a Lake Hills PUD (the “2012 Development,” as more particularly defined in Section 2.33 herein)); and

J. **WHEREAS**, the 2012 Development has not previously reserved capacity, and the CDD has not previously set aside and encumbered capacity, in the CDD’s Wastewater System for the development contemplated to occur within the 2012 Development, nor was any specific capacity reserved in the 2012 Wholesale Agreement; and

K. **WHEREAS**, in addition to the Prior Wholesale Agreements, Howey, the CDD, and The School Board of Lake County entered into an Interlocal Agreement for Wastewater

Service for the ESE Center dated February 25, 2008 (“School Board Agreement,” as more particularly defined in Section 2.24 herein); and

L. **WHEREAS**, prior to the date of this Agreement, Howey and the CDD have without written agreement (but with Howey and the CDD’s mutual consent) connected the “Other Businesses” (as defined in Section 2.19 herein) to the Howey Collection Facilities for delivery to the CDD’s Treatment Facilities, and each of such Other Businesses have already paid for sewer contributions in aid of construction, and the CDD has set aside and encumbered capacity in the CDD’s Wastewater System for the treatment and disposal of wastewater to be generated by the Other Businesses; and

M. **WHEREAS**, the 2007 Wholesale Agreement, the 2012 Wholesale Agreement, and the School Board Agreement take different approaches to the provision of wholesale wastewater service with regard to issues such as billing and capacity, and there is no agreement that addresses development within the remainder of Howey’s 180 Service Area; and

N. **WHEREAS**, the parties desire to amend and restate in their entirety the Prior Wholesale Agreements so that the provisions of this Agreement will apply to all areas subject to the Prior Wholesale Agreements, together with all areas within the remainder of Howey’s 180 Service Area, but will not apply to the area subject to the School Board Agreement; and

O. **WHEREAS**, the CDD has determined its treatment facilities have 400,000 GPD in unused, unreserved, and available capacity (the “Excess Capacity”) it is willing to provide to Howey for use as provided in this Agreement, in addition to that capacity necessary to serve the Vested 2007 Developments and Other Businesses.

NOW THEREFORE, in consideration of the Recitals, covenants, agreement and promises herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

SECTION 1. RECITALS. The above Recitals are true and correct, and form a material part of this Agreement upon which the parties have relied.

SECTION 2. DEFINITIONS. The parties agree that in construing this Agreement, the following words, phrases, and terms shall have the following meanings unless the context indicates otherwise:

2.1. “Agreement” means this Amended and Restated Wholesale Wastewater Treatment Agreement as it may from time to time be modified.

2.2. “Capacity Request Notice” means the written request and notification for additional Wastewater Treatment Capacity provided by Howey to the CDD in the manner set forth in Section 3.4 of this Agreement.

2.3. “CDD Service Agreements” means those certain Agreements and Commitments for Utility Service originally entered between the CDD, as wastewater service provider and the owners of the 2007 Developments.

2.4. “CDD Wastewater System” means the CDD’s wastewater collection, transmission and treatment facilities (including the Treatment Facilities) in which wastewater is treated and disposed of, and which are operated and maintained by the CDD.

2.5. “CDD Retail Service Territory” means the service area where the CDD has authority to serve pursuant to the County Interlocal Agreement is depicted in Exhibit “A” to the County Interlocal Agreement (as adopted by the Third Amendment to Interlocal Agreement dated September 2, 2015) and also attached to this Agreement as Exhibit “A” for convenience. Properties that generate, or when developed will generate, wastewater within the CDD Retail Service Territory are referred to herein as “CDD Retail Customers.”

2.6. “County” means Lake County, a political subdivision of the State of Florida.

2.7. “County Interlocal Agreement” means that certain Interlocal Agreement between the County and the CDD dated May 10, 2001, as amended by that certain First Amendment date November 16, 2006, that certain Second Amendment dated June 26, 2007, and that certain Third Amendment dated September 2, 2015, and authorizing the CDD to provide water and wastewater utility services in certain portions of the County.

2.8. “Certificate of Wastewater Treatment Availability” shall have the meaning set forth in Section 3.4 of the Agreement.

2.9. “Developments” means (i) the Vested 2007 Developments, (ii) the Other Businesses, and (ii) the areas in the Future Development utilizing the Excess Capacity.

2.10 “ERU” means Equivalent Residential Unit and, for the purposes of estimating the impact of future Howey Retail Customers, is equal to 250 GPD of wastewater flow.

2.11 “Future Development” means future Howey Retail Customers located in areas within Howey’s 180 Service Area other than the (i) Vested 2007 Developments, (ii) the Other Businesses, (iii) the property subject to the School Board Agreement and (iv) CDD’s Retail Service Territory.

2.12. “Howey Collection Facilities” means the lines, pipes, lift stations, meters, and appurtenant equipment owned and operated by Howey to collect Wastewater within the Developments and the area subject to the School Board Agreement and to transmit the same to the Point of Connection with the CDD’s Interconnect Facilities.

2.13 “Howey Retail Service Territory” means the service area within the 180 Service Area but outside the CDD Retail Service Territory. Properties that generate, or when developed will generate, wastewater within the Howey Retail Service Territory are referred to herein as “Howey Retail Customers.” Notwithstanding the foregoing, these definitions exclude the

property subject to the School Board Agreement. For the purposes of this Agreement, the Bishops Gate development (“Bishops Gate”) shall be treated as a Howey Retail Customer.

2.14. “Howey Market Property” means the property and improvements at 101 S. Palm Avenue, Howey In The Hills, FL, 34737, (Parcel ID 26-20-25-0100-D01-00100), which prior to the Effective Date of this Agreement was operated as grocery store.

2.15 “Interconnect Facilities” means the wastewater meters and other facilities owned and operated by the CDD at the points of connection between Howey Collection Facilities and the Treatment Facilities.

2.16. “GPD” means gallons per day, on an average annual basis.

2.17. “GPM” means gallons per minute actual flow rate.

2.18. “MGD” means million gallons per day on an annual average basis.

2.19. “Other Businesses” means the utility customers identified on Exhibit “E” as Other Businesses.

2.20. “Point of Connection” means one or more locations where Howey Collection Facilities connect to the CDD’s Interconnect Facilities. At those points, appropriate metering may be installed by the CDD to measure the flow of wastewater from Howey Collection Facilities.

2.21. “Prior Wholesale Agreements” means the 2007 Wholesale Agreement and the 2012 Wholesale Agreement.

2.22. “Vested 2007 Developments” means the 2007 Developments known as The Reserve (n/k/a Hillside Grove) and Venezia North (n/k/a Talichet) and Venezia South, for which the CDD Service Agreements remain in good standing, and the legal descriptions of which are set forth on the attached Exhibit “C.” For the avoidance of doubt, the characterization of a 2007 Development as a Vested 2007 Development is not intended to imply that the CIAC for each connection within such 2007 Development has been paid prior to the adoption of this Agreement.

2.23. “Residential Wastewater Strength” means residential and commercial wastewater discharges exhibiting the following characteristics: biochemical oxygen demand of 300 mg/1 or less, suspended solids of 300 mg/1 or less, and pH between 6.0 and 9.0, or such other restrictions as established for residential wastewater strength by the Florida Department of Environmental Protection or its successor. Prohibited discharges include, but are not limited to, constituents that could cause a fire or explosion, solid or viscous substances that could obstruct flow or interfere with the system, and discharges containing toxic pollutants.

2.24. “School Board Agreement” means that certain Interlocal Agreement for Wastewater Service for the ESE Center among Howey, the CDD, and the School Board of Lake County dated February 25, 2008.

2.25. “Treatment Facilities” means those treatment and disposal facilities and rights used by the CDD to treat wastewater and detain, transmit, and dispose of said treated wastewater in accordance with applicable governmental and regulatory requirements.

2.26. “Certified Customer” means

- i. each Howey Retail Customer located in areas within the Vested 2007 Developments which have already paid or received credit for sewer contributions in aid of construction as of the adoption of this Agreement,
- ii. each Howey Retail Customer located in areas within the Vested 2007 Developments upon confirmation by the CDD that such customer has paid or received credit for sewer contributions in aid of construction after the adoption of this Agreement,
- iii. each of the Other Businesses, and
- iv. any other Howey Retail Customer which obtains and holds an active Certificate of Wastewater Treatment Availability after the adoption of this Agreement.

The Certified Customers as of the adoption of this Agreement are identified on Exhibit “E” attached hereto and incorporated herein by reference.

2.27. “Unpaid Hookups” means the three (3) properties described on Exhibit “F”.

2.28. “Wastewater” means water-carried wastes from residences, business-buildings, institutions, industrial establishments, and other customers, but does not mean or include hazardous or toxic wastes.

2.29. “Wastewater Treatment Capacity” means the volume of wastewater flow measured in GPD, which the CDD has agreed to accept on a continuous basis into its Wastewater System, treat, and dispose of at its plant, and which Howey has reserved from the CDD in accordance with the terms of this Agreement, and which shall include the Excess Capacity.

2.30. “180 Service Area” means the water and wastewater service area created by Howey when it enacted Ordinance 2003-307 on August 11, 2003, as authorized by Chapter 180, Florida Statutes, and which is depicted on the attached Exhibit “B.”

2.31. “2007 Developments” means the residential and commercial land use projects known as Mission Rise, The Reserve (n/k/a Hillside Groves), and Venezia North (n/k/a Talichet) and Venezia South, and originally subject to the 2007 Wholesale Agreement.

2.32. “2007 Wholesale Agreement” means that certain Wholesale Wastewater Service Agreement between Howey and the CDD dated August 7, 2007.

2.33. “2012 Development” means the development known as the Bouis Property (n/k/a Lake Hills), the legal description of which is set forth on the attached Exhibit “C.”

2.34. “2012 Wholesale Agreement” means that certain Wholesale Wastewater Service Agreement between Howey and the CDD dated February 27, 2012.

SECTION 3. PROVISION AND ALLOCATION OF WASTEWATER TREATMENT CAPACITY. On and after the effective date of this Agreement, as set forth in Section 22, Wastewater Treatment Capacity shall be provided by the CDD to Howey to serve the Developments in the following manner and subject to the following terms and conditions:

3.1. CDD Rights to Serve.

(a) *CDD Retail Service Territory.* The CDD shall have the exclusive right to provide retail wastewater service to all customers which generate wastewater within the CDD Retail Service Territory. This right to serve includes collection, transmission, treatment, and disposal.

(b) *Howey Retail Customers.* The CDD shall have the exclusive right to provide wholesale wastewater treatment and disposal service for Howey Retail Customers located in areas of the Developments, except in certain circumstances related to Future Development as expressly set forth in Section 3.4 of this Agreement. Howey shall not provide (and it shall not allow any other party to provide) wastewater treatment and disposal service to the Future Development until all Excess Capacity is allocated in accordance with Section 3.3 of this Agreement, but subject to the Carve-Out Circumstances in Section 3.4 of this Agreement.

(c) *Marina Property.* The Marina Property described in the 2012 Agreement lies within the CDD Retail Service Territory and shall be served as a CDD Retail Customer; provided, however, that development in that area may connect to Howey’s nearest lift station and Howey shall allow the wastewater from the Marina Property to flow through the Howey Collection Facilities free of charge to the Point of Connection. The foregoing duty of the Town is conditioned on the cost and expense, if any, to (i) upsize Howey’s wastewater lines and pipes (ii) to repair or replace lines or pipes from time to time, (iii) to add any lines or pipes, or (iv) to repair, replace, or add to any other component of Howey Collection Facilities from time to time, all so that Howey can accommodate the wastewater from the Marina Property, shall be paid by the owner of the Marina Property. If and when the Town is required to perform capital repairs to or capital replacements of the Howey Collection Facilities serving the Marina Property, the Town may assess, invoice, bill, or otherwise charge the owner of the Marina Property and other benefitted CDD Retail Customers, if any, a pro-rata share or shares of the capital cost of the repairs or replacements.

3.2 Howey Rights to Serve. Howey shall have the exclusive right to provide retail wastewater service to all customers which generate wastewater within the Howey Retail Service Territory. This right to serve includes collection and transmission to a Point of Connection and, in circumstances described herein, to treat and dispose of wastewater.

3.3 Capacity Reservation and Agreement to Deliver and Accept Wastewater. The CDD represents and warrants to Howey that the CDD has set aside and encumbered capacity in the CDD's Wastewater System for the Vested 2007 Developments and the Other Businesses. Howey shall have no liability for unpaid charges, if any, for the capital costs of capacity at the Treatment Facilities or other capital costs, if any, associated with expanding the CDD's Wastewater System to serve the Vested 2007 Developments and the Other Businesses. The CDD further represents and warrants to Howey that the CDD has set aside and encumbered the Excess Capacity in the CDD's Wastewater System to serve Future Developments, subject to Section 3.4 of the Agreement. Howey and the CDD agree that Excess Capacity shall be first allocated to the following Future Developments: (i) the Howey Market Property (the amount of ERUs to be determined), (ii) the Unpaid Hookups (3 ERUs), (iii) the Lake Hills development at the 2012 Development (571 ERUs), and (iv) the Grocery Store and retail businesses at the 2012 Development (the amount of ERUs to be determined). Except with respect to the allocation set aside pursuant to the previous sentence, Howey shall facilitate the allocation of the Excess Capacity in the CDD's Wastewater System on a non-discriminatory, first-come first-served basis to a landowner or developer seeking to record a plat or obtain a building permit, mass grading permit, Town agreement to provide utility service, or wastewater utility connection, whichever comes first with respect to any Future Development in the Howey Retail Service Territory (events each referred to as a "Development Approval").

3.4 Certificate of Wastewater Treatment Availability for Excess Capacity. To ensure that required contributions in aid of construction have been paid and that the wastewater-treatment demand of land development to be permitted from time to time by Howey within the Future Development does not exceed the treatment and disposal capacity of the CDD's Wastewater Facilities (including the Excess Capacity), Howey shall require, as a condition to the issuance of a Development Approval or, where the Development Approval is a plat approved by the Town Council, prior to recording (or releasing in recordable form) the plat, that the landowner or developer become a Certified Customer by securing from the CDD a certificate assuring Howey that, as required by Section 163.3180 of Florida Statutes, wastewater-treatment and -disposal service will be available concurrent with the new development and that appropriate contributions in aid of construction at the then-prevailing rate, as required by the CDD, have been paid (the "Certificate of Wastewater Treatment Availability").

A landowner or developer seeking a Certificate of Wastewater Treatment Availability must make the request to the CDD at the address designated for notice in this Agreement and supply information in such form as the CDD reasonably requires. Upon the receipt of a request for a Certificate of Wastewater Treatment Availability, the CDD shall reasonably determine in a fair and consistent manner the number of ERUs attributable to the proposed construction, calculate the contribution in aid of construction ("CIAC") at the then-prevailing rate, and notify the requesting party of the foregoing within a reasonable time. The notice shall include information

regarding any necessary relocation or upsizing of facilities as contemplated in Section 3.5(a) herein.

Upon receipt of the CIAC, an executed capacity reservation agreement with fair and consistent terms reasonably acceptable to the CDD including a commitment to provide for the relocation or upsizing of facilities as contemplated in Section 3.5(a), the CDD shall issue the Certificate of Wastewater Treatment Availability. For the avoidance of doubt, a new certificate shall be required in the event that a new Development Approval is sought for a project that may materially change use or intensity for purposes of wastewater generation, and in such event additional ERUs may be assigned to the project, requiring the payment of additional contributions in aid of construction.

The CDD reserves the right to issue a Certificate of Wastewater Treatment Availability prior to the receipt of 100% of the CIAC with respect to (a) the 2012 Development and/or (b) the Future Development known as the Watermark / Simpson Groves project as negotiations regarding capacity reservation commenced between the CDD and representatives of those projects prior to the adoption of this Agreement.

A customer that pays the CIAC after the date of this Agreement shall thereafter have a vested right to reserved and encumbered treatment and disposal capacity in the CDD Wastewater System and shall be treated as a Certified Customer for a period of three years. If such Certified Customer has not connected to Howey Collection Facilities within three years from the date of the issuance of the Certificate of Wastewater Treatment Availability, the CDD shall have the right, but not the obligation, to at any time thereafter repurchase the reserved and unencumbered capacity by providing written notice to the Certified Customer and repaying the CIAC without interest. In the event that the Certified Customer has failed to pay any charge due to the CDD or otherwise in connection with this Agreement, such amount shall be deducted from the repurchase price together with the maximum rate of interest allowed by law accruing from the date that such charge was due. Upon repayment of the CIAC, the capacity shall become available for allocation and shall be allocated by the Town in accordance with this Agreement, the customer shall no longer be a Certified Customer, and the Town's grant of any future Development Approval for the property shall again be conditioned upon the issuance of a Certificate of Wastewater Treatment Availability. If the landowner or developer of the property later desires the issuance of a Certificate of Wastewater Treatment Availability and capacity is available, it will be required to pay the CIAC at the then-prevailing rate calculated with respect to the new request.

Howey's obligation under this section 3.4 to require a certificate as a condition to the issuance of a building permit in the Future Development does not apply under any one or more of the following circumstances (hereinafter referred to as the "Carve-Out Circumstances"):

- i. either all the Excess Capacity is assigned or, with respect to a particular Howey Retail Customer located in the Future Development, the CDD determines upon receiving a request for a certificate pursuant to this Section 3.4 that the then-remaining amount of Excess Capacity is insufficient to serve that customer; or

- ii. service to that customer would be technically or economically infeasible; or
- iii. Howey elects to issue a permit or permits for construction within the Future Development with a septic or other on-site system for wastewater treatment.

In no event shall the Town authorize the interconnection of any other utility system with a CDD utility system or any other collection or transmission facility that would result in flows to or from the CDD utility system.

After assignment of all the Excess Capacity, when Howey desires to purchase capacity in the CDD's Wastewater System, the purchase shall occur as follows:

(a) *Request for Capacity.* On each occasion that additional wastewater treatment capacity is to be requested, Howey shall submit a written Capacity Request Notice to the CDD specifying the capacity being requested and the proposed date of delivery of such capacity. Within 30 days of receipt of the Capacity Request Notice the CDD shall notify Howey in writing whether such capacity is then available.

(b) *Capacity Available.* If the CDD notifies Howey that Wastewater Service Capacity in the amount specified in the Capacity Request Notice is currently available, Howey shall confirm its intention to purchase such capacity by tendering a capacity payment to the CDD at the then prevailing rate per ERU.

(c) *Capacity not available.* If the CDD notifies Howey that Wastewater Service Capacity in the amount specified in the Capacity Request Notice is not currently available:

(i) Howey may amend its request (A) to specify a capacity amount that is in increments not less than 435,000 GPD, or a multiple thereof, without the express written consent of the CDD, (B) to specify a proposed capacity delivery date that is not less than 24 full calendar months after the date of delivery of such notice, and (C) to estimate the anticipated increase in the maximum wastewater flow rate in GPM.

(ii) Upon receipt of the amended Capacity Request Notice, the CDD shall have 120 days to verify in writing whether a plant expansion to accommodate the requested increase in treatment capacity, the proposed delivery date, and the maximum wastewater flow rate are technically and economically feasible, including determining whether any adjustment to the CDD's then-prevailing capacity rate per ERU is adequate to cover all design and construction costs of the proposed expansion. The written verification from the CDD to Howey shall advise whether the requested increase in treatment capacity is technically and economically feasible, and if feasible, shall further advise the estimated date by which the requested capacity should be available and the total capacity payment that will be due for the expansion.

(iii) If the CDD's verification advises that the requested increase in treatment capacity is technically and economically feasible, Howey shall have 60 days to confirm its

request by tendering the capacity payment to the CDD. Upon receipt of the capacity payment in the amount specified in the CDD's verification to Howey, the CDD shall commence design and construction of an amount of Wastewater Service Capacity, in MGD, as also specified in such verification.

(d) *Capacity payment.* If capacity is determined to be available under Section 3.4(b), then the capacity payment shall be an amount equal to the amount of connection fees, impact fees, or contribution-in-aid-of construction (CIAC) fees that would be payable by a customer within the 180 Service Area to reserve the requested amount of treatment capacity in the CDD's Wastewater System at the time of the CDD's verification to Howey of existing capacity availability. If capacity is not available but expansion is technically and economically feasible, then the capacity payment shall be the estimated cost of the design, permitting, procurement, preconstruction and construction phase professional services, and construction associated with the treatment capacity expansion, including a reasonable contingency. If, during the course of capacity expansion, conditions are discovered, regulatory requirements are imposed, or prevailing costs of labor and/or materials result in an increase in the estimated cost of the capacity expansion, the CDD may reasonably request, and Howey shall pay, a supplemental capacity payment to cover such increased cost. Upon delivery of a capacity payment, and confirmation by the CDD that such payment is adequate to fund design and construction of the requested treatment capacity, Howey shall be deemed to own the right to the collection, transmission, treatment, and disposal of the purchased amount of capacity in the CDD's Wastewater System, and the new capacity shall be deemed additional Wastewater Treatment Capacity. The CDD may earmark, sell, assign, or convey a portion of the purchased capacity only at the direction of Howey or with Howey's consent, which may be granted or withheld at Howey's discretion.

(e) *Delivery of treatment capacity.* The CDD shall deliver the new Wastewater Service Capacity to Howey on a date as close as reasonably practicable to the date requested by Howey in the capacity request notice, but shall not be responsible for delay so long as it has pursued any necessary expansion with reasonable diligence. Upon such capacity becoming available for use by Howey, including completing construction of any required expansion of the Treatment Facilities, the CDD shall provide written notice to Howey of such availability. Without limiting any other provision of this Agreement, unless the CDD and Howey have agreed otherwise at the time of the capacity expansion the CDD shall be the exclusive wholesale treatment and disposal provider with respect to the customer demand giving rise to the capacity expansion undertaken under this section.

(f) *Limitation.* Notwithstanding any other provision of this Agreement, the CDD may, but shall not be required, to expand the Treatment Facilities beyond a total wastewater treatment capacity of 2.61 MGD.

3.5. Technical and Operation and Maintenance Requirements. The CDD shall determine each Point of Connection of the two systems to serve the Developments.

(a) The CDD will provide to Howey the required system pressures and elevations to connect, along with any other applicable technical requirements for connections. Howey shall review the proposed Point of Connection based upon the CDD's technical requirements. Should

service to a Howey Retail Customer necessitate the CDD relocating or increasing the size of its wastewater main to connect to the Point of Connection, the CDD shall have no obligation to undertake and complete the upsizing unless and until the involved Development and/or Howey pays or otherwise makes arrangement, in a manner acceptable to the CDD, for payment of all costs of such relocation or increase in size.

(b) Both Howey and the CDD acknowledge that each party operates and maintains its own wastewater system on its respective side of the Point of Connection. At the Point of Connection, the CDD may provide appropriate metering and in such case, the maintenance and reading of the Point of Connection meters. If a meter is installed, the meter shall be calibrated as required by law and the results provided to Howey. In the event of meter failure, both Howey and the CDD will mutually develop a method to estimate flows until the meter is repaired.

3.6. Delivery Pressure; Peak Flows; Usage. Howey shall deliver Wastewater through Howey Collection Facilities and to the Interconnect Facilities at a pressure not less than 26 Pounds per Square Inch of fluid pressure (PSI) to enable receipt of Wastewater into the Treatment Facilities without repumping. The CDD shall receive Wastewater flows from Howey at a flow rate not exceeding 1,500 GPM unless increased in conjunction with a purchase of additional wastewater treatment capacity as provided in Section 3.4. If at any time Wastewater flow from Howey exceeds 1,500 GPM or other maximum accepted by the CDD in conjunction with a purchase of additional wastewater treatment capacity, Howey shall, at its expense, plan, construct, operate, and maintain a surge tank as a part of Howey Collection Facilities, in order to reduce Wastewater flows to a rate that is at or below 1,500 GPM or other accepted maximum.

3.7. Treated Wastewater. Wastewater received by the CDD from Howey through the Interconnect Facilities shall be deemed to be the property of the CDD. Notwithstanding the foregoing sentence, treated wastewater generated from the Excess Capacity used by customers located at the Future Development shall be available for purchase by Howey at the CDD's normal and customary rates.

SECTION 4. PURCHASE OF EXCESS WASTEWATER CAPACITY. In the event that Howey's wastewater usage exceeds its subscribed capacity for three (3) consecutive months, Howey shall either buy additional wastewater capacity from the CDD in the manner provided in Section 3.4 or shall pay the capital costs of providing the additional capacity needed, but only if the CDD provides Howey written notice that wastewater received by the CDD has exceeded Howey's subscribed capacity for a one (1) month period and such notice is received by Howey within fifteen (15) days following the termination of that one (1) month period for which Howey's usage exceeded its subscribed capacity.

SECTION 5. SERVICE STANDARDS. The parties mutually agree that after connection of Howey Collection Facilities to the Interconnect Facilities, the CDD agrees to comply with all state, regional, and federal requirements and rules applicable to the provision of Wastewater Service Capacity to the public. Notwithstanding the above, the CDD does not guaranty or warrant any special service, pressure, quality, capacity, availability, or other facility other than what is required to fulfill a duty of reasonable care to the customers to whom it provides such Wastewater Service Capacity. Upon connection of Howey Collection Facilities to

the Interconnect Facilities, any customers that have connected or will connect into Howey Collection Facilities shall be Howey's retail customers. Howey shall be the party responsible for discontinuing services to customers provided for hereunder if customers fail to pay bills for said services.

SECTION 6. CONSISTENCY OF WASTEWATER. Howey acknowledges and recognizes that in the operation and maintenance of the CDD's Wastewater System, the CDD has certain obligations to protect the health, safety and welfare of the public and to prevent undue burden to the CDD's customers resulting from extraordinary discharges attributable to Howey.

(a) Howey agrees that all Sewage collected by Howey and transmitted to the CDD shall conform to the CDD's published standards prior to introduction into the CDD's Treatment Facilities.

(b) No substance other than Residential Wastewater Strength, including but not limited to hazardous, flammable, toxic, and/or industrial constituents, regardless of the concentrations of such constituents, will be placed into the CDD's Wastewater System and delivered to the Treatment Facilities. Non-domestic wastes from commercial establishments may be introduced into the CDD's Wastewater System only upon prior written approval from the CDD based on the CDD's determination that such non-domestic waste will not harm the Treatment Facilities. Should any non-domestic wastes, grease or oils, including but not limited to, floor wax, paint, chlorides, or salt water be delivered to the Treatment Facilities, Howey will be responsible for payment of the cost and expense required in correcting or repairing any resulting damage to the Treatment Facilities or property of third parties. The CDD shall have the right to sample Howey's sewage to verify compliance with this Agreement.

(c) In the event the CDD determines that property served or to be served by Howey poses a threat of introducing chlorides, salt water, or similar constituents into the Treatment Facilities at levels determined by the CDD, in accordance with current industry standards, to be harmful to the Treatment Facilities, including but not limited to, the Treatment Facilities' ability to provide effluent meeting reuse standards, and its acceptability as an irrigation supply source for vegetation, the CDD has the right to decline or discontinue service, or charge a higher rate due to increased treatment costs if applicable, to such property or customer and to require such pretreatment or other measures as are necessary to protect the integrity of Treatment Facilities. In the event of such declination or discontinuance of service, Howey shall have the right to provide or obtain treatment of the effluent from such property through its own facilities or from a third party.

SECTION 7. WHOLESALE WASTEWATER USER CHARGES.

The CDD agrees to provide transmission, treatment and disposal of Howey's wastewater for a monthly charge per ERU.

(a) The volume may be measured by the CDD at the Point of Connection between the CDD and Howey. After the first of each month, the CDD shall submit an invoice to Howey for

treatment services rendered to Howey during the previous month detailing the number of ERUs. Payment of the invoice and the consequences of failure by Howey to pay the invoice timely shall be governed by the Local Government Prompt Payment Act in Part VII of Chapter 218 of Florida Statutes.

(b) The initial rate payable by Howey for customers connected to Howey Collection Facilities shall be \$28.01 per month per ERU. This rate shall remain in effect until the first anniversary of effective date of this Agreement. For the first twelve billing cycles after the first anniversary of the effective date of this Agreement, the rate payable by Howey shall be \$30.01 per month per ERU. For the first twelve billing cycles after the second anniversary of the effective date of this Agreement, the rate payable by Howey shall be \$32.01 per month per ERU. Thereafter, rates shall be adjusted in accordance with Section 8.

SECTION 8. CHANGE OF RATES. Each year after the expiration of the initial rates established in Section 7, the CDD may increase the wholesale rate paid by Howey either:

- (a) by a percentage not exceeding the price-increase-or-decrease index established during that year by the Florida Public Service Commission for wastewater utilities as required by Section 367.081(4)(a) of Florida Statutes; or
- (b) in accordance with a rate study conducted by the CDD, at its election and expense, for the entire CDD Wastewater System, both inside and outside the boundaries of Howey. The study shall arrive at a wholesale rate to be paid by Howey and, at the CDD's election, may consider conversion to a metered rate per thousand gallons of wastewater flow. Upon completion of the rate study, that replacement rate shall be charged to Howey. The wholesale rate to be charged to Howey shall be adjusted using the same methodology and applied to those components of the rate base associated with the acceptance of the wastewater in bulk at the Point of Connection for final transmission, treatment and disposal (i.e., not including costs associated with the CDD collection system, billing, or other costs associated exclusively with CDD Retail Customers).

The CDD may, but shall not be required to, convert its rate structure to charge based on a metered volume basis after a rate study is conducted. Nothing herein shall prohibit the CDD from charging customers outside the Howey Retail Service Territory a rate that is higher than, or increasing rates outside the Howey Retail Service Territory by a percentage greater than, the rate or increase imposed on customers within the Howey Retail Service Territory. CDD Retail Customers shall not be charged a wastewater rate that is less than the amount charged by the CDD with respect to each Howey Retail Customer.

SECTION 9. ASSIGNMENT OF CDD RETAIL WASTEWATER AGREEMENTS. The CDD hereby confirms its assignment to Howey by the 2007 Wholesale Agreement of the right to be the retail wastewater service provider for the 2007 Developments and Howey confirms its assumption of such obligations for the 2007 Developments. The CDD retains the right under the CDD Service Agreements to provide wastewater treatment for the 2007 Developments, but only as a wholesale provider to Howey. Howey confirms that the 2007 Developments have purchased and made provision for payment in full of Wastewater Treatment

Capacity sufficient for the needs of such customers, and that other than CIAC for each customer within a 2007 Development (subject to credits as described in the CDD Service Agreements), no other or additional wastewater connection fee, impact fee, service availability fee, or other capital charges whatsoever (however characterized by Howey) shall be due from the 2007 Developments for or on account of the provision of wastewater treatment.

SECTION 10. RESERVATION AND MAINTENANCE FEES. The CDD has adopted Reservation and Maintenance Fees (“RAM Fees”) that apply to customers uniformly, both inside and outside the boundaries of Howey, who have reserved wastewater treatment capacity but not connected to service. At the time of this Agreement, the RAM Fee is established by rule at \$6.00 per unit per month and is subject to adjustment through adoption of amended rate rules pursuant to the Florida Administrative Procedures Act.

- (a) Howey shall not be required to pay RAM Fees for unallocated Wastewater Treatment Capacity, but the RAM Fee shall accrue to such capacity to be paid by the end user. As a condition of the issuance of a Certificate of Wastewater Treatment Availability, the person seeking to become a Certified Customer shall pay (in addition to CIAC) an amount equal to the RAM Fees which would have been charged to an ordinary customer with respect to such capacity over the period from the date of the adoption of this Agreement to the date of such payment, which shall include an annual interest carry of five percent (5%).
- (b) With respect to allocated Wastewater Treatment Capacity, Howey shall invoice and collect the RAM Fee from each Certified Customer who is not connected to Howey Collection Facilities along with such other charges as Howey includes in its utility bills. The fees shall be payable by each Certified Customer, and the CDD shall be entitled to receive from Howey all such fee revenues collected, without deduction of any type. Howey shall use reasonable efforts to collect such fees from its customers and shall timely pay the amounts collected to the CDD. Payment of the RAM Fees shall be governed by the Local Government Prompt Payment Act in Part VII of Chapter 218 of Florida Statutes.
- (c) Should any Certified Customer not pay RAM Fees, then Howey shall notify the CDD and the CDD shall have the right (in its sole and absolute discretion), after written notice to the Certified Customer and a 30 day opportunity to cure, to require such Certified Customer to immediately forfeit the portion of the capacity granted under its Certificate of Wastewater Treatment Availability that has not connected to Howey Collection Facilities yet. Thereafter, the forfeited capacity shall be deemed to be “Excess Capacity” under this Agreement and RAM Fees shall accrue to be paid upon reallocation of such capacity. In no event shall Howey allow a Howey Retail Customer to connect to Howey Collection Facilities who is delinquent in payment of RAM fees unless the CDD has consented to such connection.

SECTION 11. INDEPENDENT CONTRACTOR RELATIONSHIP; NO LIABILITY FOR HOWEY OR CDD DEBT.

11.1. Neither the CDD nor Howey is or shall be deemed to be an agent of the other, and neither shall have the authority or power to obligate or act for or on behalf of the other. Each is entering into this Agreement as an independent contractor.

11.2. The parties agree expressly that (i) the CDD has no obligation whatsoever to creditors of Howey or other third-parties for any existing or future debts or other obligations of Howey of any type or nature, and (ii) Howey has no obligation whatsoever to creditors of the CDD or other third-parties for any existing or future debts or other obligations of the CDD of any type or nature.

SECTION 12. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties hereto. No right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. To that end, this Agreement is expressly declared to have no third-party beneficiary.

SECTION 13. ASSIGNMENT AND RIGHT OF FIRST REFUSAL.

13.1 Assignment. This Agreement shall be binding on the parties hereto and their representatives, successors, and assigns. Neither party shall assign this Agreement or the rights and obligations to any other party without the prior written consent of the other party hereto, which may not be unreasonably withheld.

13.2 Right of First Refusal.

(a) CDD does hereby grant unto Howey a right of first refusal (hereinafter referred to as the "ROFR") to purchase all of the CDD's right, title and interest in and to the CDD's leasehold interest in the Lease between the CDD and Sewer & Water Plant Investments, LLC, a Florida limited liability company ("S&WP") (the "Lease"), and together with any personal property located on or used in connection with said real property which is owned by the CDD (collectively, the "Property"), subject to and upon the terms and conditions hereinafter set forth.

During the term of the Agreement, in the event the CDD receives a bona fide written offer from any third party to purchase the Property, which the CDD desires to accept, Howey may elect to purchase the Property at the price and on the terms as are contained in the written offer. The CDD shall give notice to Howey, including delivery to Howey of a true and exact copy of the written offer, and allow Howey sixty (60) calendar days subsequent to Howey's receipt of such notice within which Howey may elect to purchase the Property from the CDD; and in the event Howey so elects to purchase the Property, by giving notice of such election to the CDD within the sixty (60) calendar day period, the CDD shall sell the Property to Howey at the price and on the same terms and conditions as are contained in the written offer.

Should Howey, by written notice to the CDD, elect not to exercise the right to purchase, or should Howey fail to notify the CDD of its election to purchase within the aforesaid sixty (60) day calendar period, then, in either of such events, the CDD shall be free to consummate the sale of the Property to the third party submitting the written offer, provided that the sale is closed on and on the same material terms and conditions as are contained in the written offer and provided

further that the sale is subject to Section 13.1 above. Should any such sale be consummated, this ROFR shall thereafter be of no further force and effect with respect to the Property subject to the sale. Should any such sale not be consummated as aforesaid, the CDD shall, in the event the CDD subsequently receives any modified or new bona fide written offer from any third party to purchase the Property, again follow the provisions of this Subsection 13.2(a) requiring notice to Howey and opportunity for Howey to purchase the Property. The CDD shall not be obligated to offer to sell or to sell the Property, and the CDD shall not be obligated to disclose to Howey any offer to purchase the Property which the CDD may receive which the CDD, in its sole discretion, does not accept or intend to accept.

Notwithstanding anything herein to the contrary, under no circumstances shall a “bona fide written offer from a third party” be deemed to include or shall this ROFR be triggered by any of the following:

- (i) A transfer to S&WP (or its successor or assign); or
- (ii) Any financing transactions of any nature, including a bond issuance; or
- (iii) Any future expansion or modification of the CDD’s Wastewater System and sale of ERUs generated thereby.

(b) Contemporaneously with the execution of the Agreement, Howey and S&WP have entered into a separate right of first refusal agreement establishing a right of first refusal for Howey with respect to S&WP’s fee simple interest in the Property that is leased to the CDD under the Lease.

SECTION 14. INDEMNIFICATION.

14.1. Neither party hereto waives its sovereign immunity, except that, consistent with applicable Florida law, including, but not limited to Chapter 768, Florida Statutes, each party shall hold the other harmless for the negligent acts of itself and its officers, agents, and employees, but only to the extent permitted by law.

14.2. If service provided hereunder is discontinued to a customer due to failure of the customer to pay for services provided, the party responsible for discontinuing service shall hold the other party harmless as to any and all claims or suits regarding such action.

SECTION 15. DEFAULT.

15.1. Either party to this Agreement, in the event of or act of default by the other, shall have all remedies available to it under the laws of the State of Florida, including but not limited to injunction to prevent default and specific performance to enforce this Agreement. The rights of the parties shall be considered cumulative and shall not be waived now or in the future by the exercise of any rights and remedies provided under the terms of this Agreement and authorized by law.

15.2. In the event of a default by Howey, the CDD agrees that it will not discontinue service to Howey except in the case of an emergency resulting from a substantial and material

default under Section 6 of this Agreement, provided all payments for service required hereunder are made by Howey and until such time as a court of competent jurisdiction has rendered an adjudication of default. In the event Howey disputes amounts payable for service pursuant to this Agreement, Howey shall continue to make such payments under protest. Upon resolution of the protest, CDD shall refund any amounts determined to be overpaid, plus interest at the rate established by the Local Government Prompt Payment Act, Part VII of Chapter 218 of Florida Statutes.

15.3. In the event of default by the CDD, Howey is entitled both to all remedies available to customers of the CDD's water and sewer system, as well as all remedies otherwise provided under this Agreement.

15.4. Each of the parties hereto must give the other party written notice of any defaults hereunder and shall allow the defaulting party 30 days from the date of receipt to cure such defaults and shall otherwise comply with state law related to resolving disputes between local governments. If the default cannot be cured within 30 days the defaulting party shall commence the cure within such period and shall complete such cure within a reasonable period thereafter.

SECTION 16. NOTICES. Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when either (1) hand-delivered to the official hereinafter designated, or (2) upon receipt of such notice when deposited in the U.S. mail, postage prepaid, certified mail, return-receipt requested, addressed to a party at the address set forth opposite the party's name below, or at such other address as the party's name below, or at such other address as the party shall have specified by written notice to the other party delivered in accordance herewith:

CDD: Mr. Bud Beucher
Central Lake Community Development District
219 East Livingston Street
Orlando, Florida 32801

with a copy to: George S. Flint
District Manager
Central Lake Community Development District
219 East Livingston Street
Orlando, Florida 32801

and: District Counsel
Stone & Gerken, P.A.
4850 N. Hwy 19A
Mount Dora, Florida 32757

HOWEY: Sean O'Keefe
Town Manager
(101 North Palm Ave. 34737)
P. O. Box 128

Howey-in-the-Hills, Florida 34737
with a copy to:

Thomas J. Wilkes
GrayRobinson, P.A.
(301 E. Pine Street, Suite 1400 32801)
P. O. Box 3068
Orlando, Florida 32802

SECTION 17. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of the Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared severable.

SECTION 18. RECORDATION. The parties hereto agree that an executed copy of this Agreement and Exhibits attached hereto shall be recorded in the Public Records of Lake County at the expense of the parties, said expense to be shared equally.

SECTION 19. TIME OF THE ESSENCE. Time is hereby declared to be of the essence to the lawful performance of the duties and obligations contained in this Agreement.

SECTION 20. APPLICABLE LAW. This Agreement shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue for disputes, if any, must be the Circuit Court of the Fifth Judicial Circuit of Florida, in Lake County, Florida.

SECTION 21. FORCE MAJEURE. In the event that the performance of this Agreement by either party is prevented or interrupted in consequence of any cause beyond the control of either party, including but not limited to an Act of God or of the public enemy, war, state or national emergency, material governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, pandemic, or other casualty or disaster or catastrophe, governmental rules or acts or orders or restrictions or regulations or requirements, or order or decree or judgment or restraining order or injunction of any court, such party shall not be liable for such non-performance.

SECTION 22. EFFECTIVE DATE, TERM, AND TERMINATION. This Agreement shall take effect as of the date first above written (“Effective Date”). This Agreement shall continue in full force and effect in perpetuity unless and until a party exercises its right to terminate this Agreement as follows:

22.1 Neither party may terminate this Agreement effective as of a date prior to September 30, 2060.

- 22.2 Howey may terminate this Agreement as of the date stated in a written notice of the termination delivered by Howey to the CDD no less than 60 full calendar months before the stated date of termination.
- 22.3 The CDD may terminate this Agreement as of the date stated in a written notice of the termination delivered by the CDD to Howey no less than 120 full calendar months before the stated date of termination.

As of the date of such termination, both parties shall be fully discharged from obligations under this Agreement except for amounts payable and remaining unpaid as of the date of termination.

SECTION 23. ENTIRE AGREEMENT; EFFECT ON PRIOR AGREEMENT.

The 2007 Wastewater Agreement and the 2012 Wastewater Agreement are terminated. This instrument constitutes the amended and restated agreement between the parties in its entirety and supersedes all previous discussions, understandings, and agreements between the parties relating to the subject matter of this Agreement except the School Board Agreement, which remains in effect. Amendments to and waivers of the provisions herein may be made only by the parties in writing, by formal waiver or amendment approved by majority vote of both Howey's Town Council and the CDD's Board of Supervisors.

SECTION 24. EXERCISE OF POLICE POWER. This Agreement must not be construed to require Howey to exercise its police power. Nothing herein acts as a waiver of Howey's authority to require a permit, license, certificate, rezoning, exception, variance, or other approval under Howey's Town Charter, Code of Ordinances, and Land Development Code.

SECTION 25. EFFORTS OF PARTIES. The CDD and Howey will each use good faith in their dealings to give effect to the intent of this Agreement. Howey shall enact such ordinances and resolutions, and the CDD shall enact such resolutions and rules, as are necessary or desirable to achieve the purposes hereof including, but not limited to, establishing the payment of contributions in aid of construction as a condition to issuance of certain development approvals as described herein. Neither Party shall enter into an interlocal agreement, interlocal service boundary agreement, joint planning agreement, or similar arrangement, nor enforce a provision of any of the foregoing which may now be in effect, which is contrary to the purposes and intent of this Agreement.

SECTION 26. PUBLIC RECORDS. The CDD and Howey both shall comply fully with all applicable requirements of Chapter 119 of Florida Statutes regarding public records.

SECTION 27. NO EXCLUSIVITY. Except as set forth expressly herein, the Town may provide wastewater treatment and disposal services, or may contract with others to provide wastewater treatment and disposal services, to Future Development. The CDD has no right of exclusivity in providing such services except as expressly set forth in this Agreement.

SECTION 28. ANNEXATION OF PARCELS SERVED. Howey may desire to require, as a condition precedent to providing wastewater service to a prospective Howey Retail

Customer that desires to connect property to the Howey Collection Facilities, an agreement under which the prospective Howey Retail Customer petitions for and consents to annexation of the subject property into the Town. The existence of this Agreement shall not be construed to limit Howey's discretion to condition service to a prospective Howey Retail Customer on its agreement to annex.

SECTION 29. LIAISON WITH CDD. The Howey Town Council may designate from time to time a Town Officer or employee to act as a liaison between the Town and the CDD. Upon notice of this designation, the CDD shall provide the liaison with copies of, or emailed links to, CDD meeting notices, agendas, agenda packets, draft minutes and audit reports at the same time as those items are provided to the CDD board of supervisors. The liaison is invited to attend CDD meetings and may comment on any concerns that either the Town or CDD may have, the Town's future wastewater needs, or any plans the CDD may have to expand its wastewater facility.

IN WITNESS WHEREOF, the Parties hereto have hereunder executed this Agreement on the date and year first above written.

[Signatures on the following page]

**CENTRAL LAKE COMMUNITY
DEVELOPMENT DISTRICT**

ATTEST:

By: Board of Supervisors

By: _____

By: _____
Mr. Bud Beucher, Chairman

Approved as to form and correctness:

Print Name: _____

ATTEST WITH SEAL

TOWN OF HOWEY-IN-THE-HILLS

By: its Town Council

By: _____
John Brock, Town Clerk

By: _____
Hon. Graham Wells, Mayor

Approved as to form and legality
(for the use and reliance of the Town only)

Town Attorney

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of _____, 2025, by BUD BEUCHER as Chairman of CENTRAL LAKE COMMUNITY DEVELOPMENT DISTRICT, Board of Supervisors. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC—STATE OF FLORIDA

Printed Name: _____

My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of _____, 2025, by GRAHAM WELLS, as Mayor of the TOWN OF HOWEY-IN-THE-HILLS, FLORIDA. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC—STATE OF FLORIDA

Printed Name: _____

My Commission Expires: _____

EXHIBIT A

[Map of CDD Retail Service Territory]

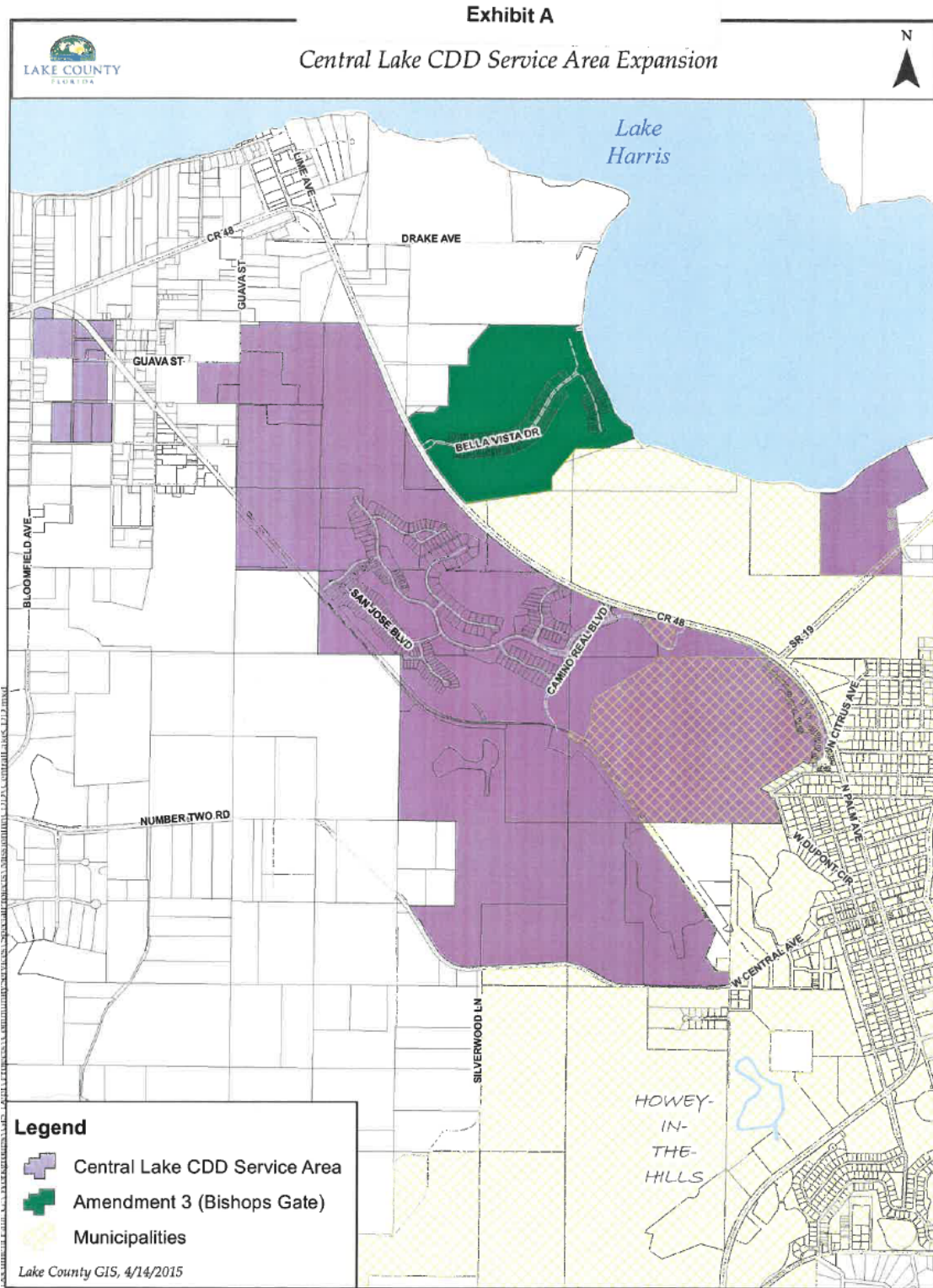


EXHIBIT B [Map of Howey 180 Utility Service Area]

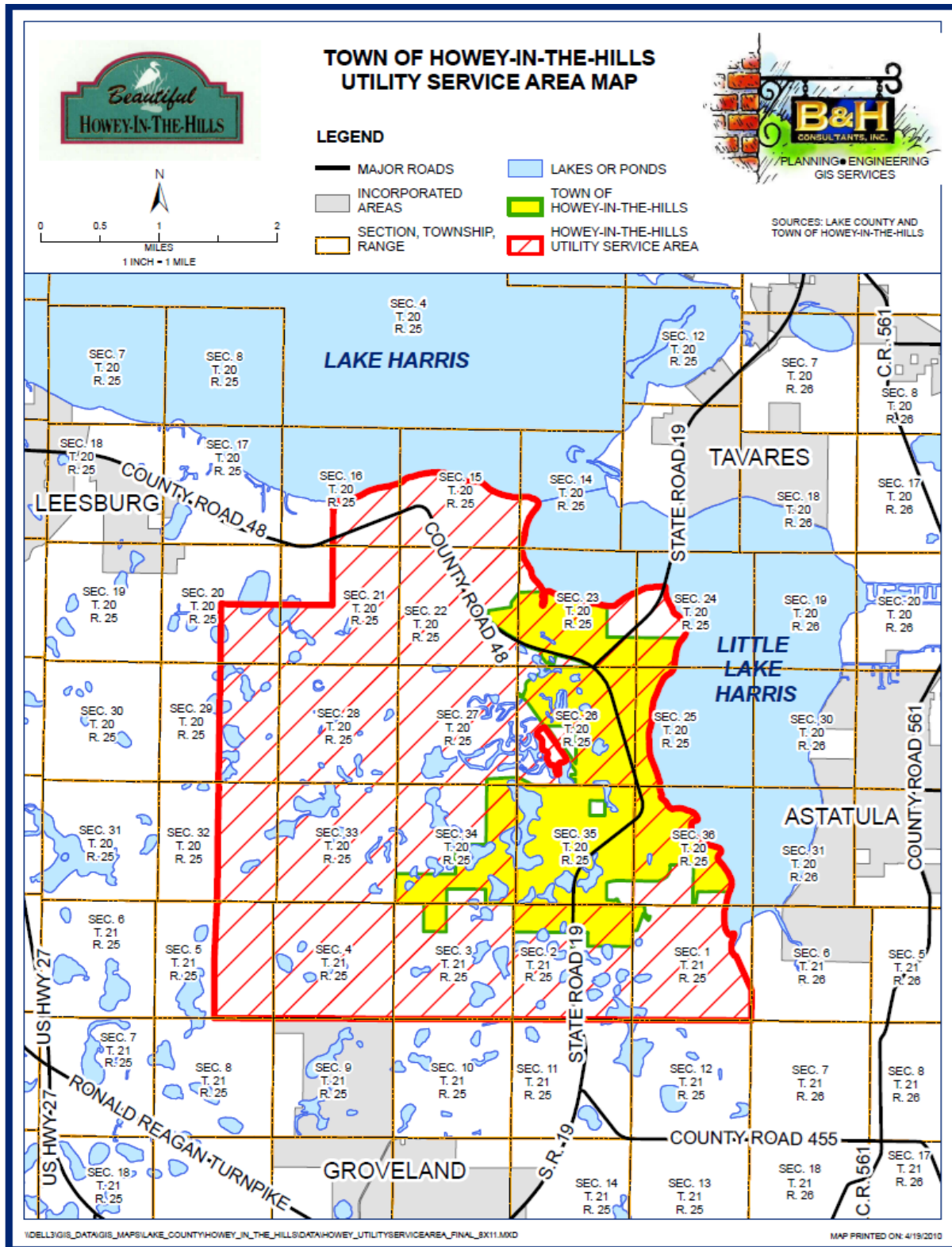


EXHIBIT C

[Legal descriptions of the Vested 2007 Developments]

7L HOWEY-IN-THE-HILLS LEGAL DESCRIPTION

7L Howey-in-the-Hills property consists of a South Parcel (160.059 acres)
And a North Parcel (51.272 acres)

SOUTH LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF "HOWEY-IN-THE-HILLS" (AN UNRECORDED PLAT) LYING IN SECTIONS 35 AND 36, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE ALONG THE WEST BOUNDARY OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35 S00°02'16"W, A DISTANCE OF 1298.95 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF PALM AVENUE (STATE ROAD No. 19). SAID POINT BEING THE POINT OF BEGINNING; THENCE ALONG SAID RIGHT OF WAY N 51°23'37"E, A DISTANCE OF 1797.48 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF SAID CURVE 308.66 FEET, CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 785.58 FEET, A CENTRAL ANGLE OF 22°30'43" AND A CHORD BEARING AND DISTANCE OF N40°08'15"E, 306.68 FEET; THENCE DEPARTING SAID RIGHT OF WAY N53°52'15"E, A DISTANCE OF 248.38 FEET; THENCE N72°56'00"E, A DISTANCE OF 7.90 FEET; THENCE S17°04'39"E, A DISTANCE OF 2998.95 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD, (A.K.A. REVELS ROAD), SAID POINT BEING A POINT OF CURVATURE; THENCE ALONG SAID RIGHT OF WAY AND THE ARC OF SAID CURVE 443.81 FEET, CONCAVE NORTHERLY, HAVING A RADIUS OF 610.22 FEET, A CENTRAL ANGLE OF 41°40'17" AND A CHORD BEARING AND DISTANCE OF S69°14'53"W, 434.10 FEET TO A POINT OF TANGENCY; THENCE S89°48'55"W, A DISTANCE OF 1297.88 FEET; THENCE DEPART SAID RIGHT WAY N00°12'15"W, A DISTANCE OF 849.40 FEET; THENCE S89°48'55"W, A DISTANCE OF 360.14 FEET; THENCE S00°07'36"E, A DISTANCE OF 305.15 FEET; THENCE S89°56'08"W, A DISTANCE OF 135.00 FEET; THENCE S00°06'07"E, A DISTANCE OF 275.36 FEET; THENCE S89°48'03"W, A DISTANCE OF 328.16 FEET; THENCE S00°37'45"W 200.21 FEET; THENCE N89°47'38"E, A DISTANCE OF 45.00 FEET; THENCE S00°12'22"W, A DISTANCE OF 168.45 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD, SAID POINT BEING A

POINT ON A CURVE; THENCE ALONG SAID RIGHT OF WAY AND THE ARC OF SAID CURVE 189.94 FEET, CONCAVE SOUTHERLY, HAVING A RADIUS OF 3270.02 FEET, A CENTRAL ANGLE OF 3°19'41" AND A CHORD BEARING AND DISTANCE OF S71°20'23"W, 189.91 FEET; THENCE DEPART SAID RIGHT OF WAY LINE S60°21'55"W, A DISTANCE OF 531.96 FEET; THENCE S51°11'38"W, A DISTANCE OF 795.55 FEET; THENCE S55°02'40"W, A DISTANCE OF 309.80 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD No. 19, SAID RIGHT OF WAY BEING COMPRISED IN PART BY PORTIONS OF MARE AVENUE AND PALM AVENUE; THENCE ALONG SAID RIGHT OF WAY N00°09'53"W, A DISTANCE OF 488.11 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF SAID CURVE 2017.34 FEET, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2241.83 FEET, A CENTRAL ANGLE OF 51°33'30" AND A CHORD BEARING AND DISTANCE OF N25°36'52"E, 1949.96 FEET TO A POINT OF TANGENCY; THENCE N51°23'37"E, A DISTANCE OF 601.65 FEET TO THE POINT OF BEGINNING.

CONTAINING 160.059 ACRES MORE OR LESS

TOGETHER WITH

NORTH LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF "GROVE GARDENS" (PLAT BOOK 17, PAGE 2) AND "HOWIE-IN-THE-HILLS" (AN UNRECORDED PLAT) LYING IN SECTIONS 26 AND 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE ALONG THE NORTH BOUNDARY OF SAID SECTION N 89°49'22"E, A DISTANCE OF 97.92 FEET TO THE POINT OF BEGINNING; THENCE DEPART SAID SECTION BOUNDARY N 00°00'07"E, A DISTANCE OF 29.70 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF GRANT STREET; THENCE ALONG SAID RIGHT OF WAY N 56°00'00"E, A DISTANCE OF 921.20 FEET; THENCE N 64°54'03"E, A DISTANCE OF 134.15 FEET; THENCE DEPART SAID RIGHT OF WAY LINE S 22°46'58"E, A DISTANCE OF 134.90 FEET; THENCE N67°23'46"E, A DISTANCE OF 249.96 FEET; THENCE S 06°03'40"E, A DISTANCE OF 12.16 FEET; THENCE N 89°52'29"E, A DISTANCE OF 222.15 FEET; THENCE S 17°01'37"E, A DISTANCE OF 79.32 FEET; THENCE N 72°54'16"E, A DISTANCE OF 315.08 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF FLORIDA AVENUE; THENCE ALONG SAID RIGHT OF WAY S 17°04'04"E, A DISTANCE OF 1132.61 FEET; THENCE DEPART SAID RIGHT OF WAY S 72°57'38"W, A DISTANCE OF 149.84 FEET; THENCE S 17°10'01"E, A DISTANCE OF 74.94 FEET; THENCE N 72°58'13"E, A DISTANCE OF 149.82' TO A POINT ON THE WEST RIGHT OF WAY LINE OF FLORIDA AVENUE; THENCE ALONG SAID RIGHT OF WAY

S 17°02'44"E, A DISTANCE OF 300.03 FEET; THENCE DEPART SAID RIGHT OF WAY S 72°56'00"W, A DISTANCE OF 149.83 FEET; THENCE S 17°02'42"E, A DISTANCE OF 164.96 FEET; THENCE N 90°00'00"W, A DISTANCE OF 835.94 FEET TO A POINT ON THE WEST BOUNDARY OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35; THENCE ALONG SAID SECTION BOUNDARY N 00°19'41"W, A DISTANCE OF 404.92 FEET; THENCE DEPARTING SAID SECTION BOUNDARY S 89°51'12"W, A DISTANCE OF 659.75 FEET; THENCE N 45°09'29"W, A DISTANCE OF 468.37 FEET; THENCE N 00°06'38"W, A DISTANCE OF 331.44 FEET; THENCE S 89°50'24"W, A DISTANCE OF 232.87 FEET TO THE POINT OF BEGINNING.

CONTAINING 51.272 ACRES MORE OR LESS.

Exhibit A
to
Amended & Restated Developer's Agreement
The Reserve at Howey-in-the-Hills

LEGAL DESCRIPTION

BEGIN AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35; THENCE RUN EAST ALONG THE NORTH LINE THEREOF TO THE NORTHEAST CORNER OF THE SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE RUN SOUTHEASTERLY ALONG A STRAIGHT LINE TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35; THENCE RUN SOUTH ALONG THE EAST LINE THEREOF, TO THE SOUTHEAST CORNER OF THE SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE RUN WEST ALONG THE SOUTH LINE THEREOF TO THE SOUTHWEST CORNER OF THE SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE RUN NORTH ALONG THE WEST LINE OF THE SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 TO THE POINT OF BEGINNING; LESS ALL RIGHTS OF WAY FOR STREETS IN HOWEY IN THE HILLS, FLORIDA.

AND ALSO:

ALL OF BLOCK D-14 IN PALM GARDENS, A SUBDIVISION IN THE TOWN OF HOWEY IN THE HILLS, FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 12, PAGE 11, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

AND ALSO:

THE SOUTH 3/4 OF THE WEST 1/2; THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, LESS THE RIGHT OF WAY OF A COUNTY CLAY ROAD; AND THE SOUTH 1/4 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, IN THE TOWN OF HOWEY IN THE HILLS, FLORIDA.

AND ALSO:

THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 LYING NORTH AND WEST OF THE WESTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD NO. 19, IN SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, IN THE TOWN OF HOWEY IN THE HILLS, FLORIDA; LESS AND EXCEPT THEREFROM THAT PART THEREOF LYING WITHIN TAYLOR MEMORIAL CEMETERY, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 12, PAGE 5, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND ALSO LESS ALL RIGHTS OF WAY FOR STREETS IN HOWEY IN THE HILLS, FLORIDA.

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AND ALSO:

THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, IN THE TOWN OF HOWEY IN THE HILLS, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF LOT 1, IN BLOCK D-14, IN PALM GARDENS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 12, PAGE 11, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN WEST TO THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SAID SECTION 35; THENCE RUN SOUTH ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SAID SECTION 35 TO A POINT ON THE NORTHWESTERLY LINE OF THE RIGHT OF WAY OF STATE ROAD NO. 19; THENCE RUN NORTHEASTERLY ALONG THE NORTHWESTERLY ALONG THE WESTERLY LINE OF THE SAID BLOCK D-14, TO THE POINT OF BEGINNING; LESS ALL RIGHTS OF WAY FOR STREETS IN HOWEY IN THE HILLS, FLORIDA.

AND ALSO:

THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, LYING SOUTH OF THE SOUTHERLY LINE OF THE RIGHT OF WAY OF THE COUNTY ROAD. DENOTES PARCEL DESIGNATION FOR CLARITY PURPOSES.

AND ALSO:

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN N89°21'35"W ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 35, 1487.79 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 19; THENCE RUN S52°07'27"W ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 459.23 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTHWESTERLY RIGHT-OF-WAY LINE HAVING A CENTRAL ANGLE OF 14°35'56", A RADIUS OF 2341.83 FEET, AN ARC LENGTH OF 596.69 FEET, A CHORD BEARING OF S44°49'31"W AND A CHORD DISTANCE OF 595.08 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE BEING A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 22°58'29", A RADIUS OF 2341.83 FEET, AN ARC LENGTH OF 939.04 FEET, A CHORD BEARING OF S26°02'16"W AND A CHORD DISTANCE OF 932.76 FEET; THENCE RUN N75°26'58"W, 402.66 FEET; THENCE RUN S68°12'24"W, 668.73 FEET; THENCE RUN N53°42'00"W, 250.16 FEET; THENCE RUN N12°38'17"E, 257.60 FEET; THENCE RUN N77°21'43"W, 125.00 FEET; THENCE RUN N12°38'17"E, 13.01 FEET TO THE POINT OF

CURVATURE OF A CURVE CONCAVE EASTERLY; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 39°28'41", A RADIUS OF 75.00 FEET, AN ARC LENGTH OF 51.68 FEET, A CHORD BEARING OF N32°22'37"E AND A CHORD DISTANCE OF 50.66 FEET TO THE POINT OF TANGENCY; THENCE RUN N52°06'58"E, 476.63 FEET; THENCE RUN N54°47'17"E, 150.16 FEET; THENCE RUN N52°06'58"E, 205.75 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 62°53'19", A RADIUS OF 24.99 FEET, AN ARC LENGTH OF 27.43 FEET, A CHORD BEARING OF N83°33'05"E AND A CHORD DISTANCE OF 26.08 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 125°45'33", A RADIUS OF 99.99 FEET, AN ARC LENGTH OF 219.47 FEET, A CHORD BEARING OF N52°06'58"E AND A CHORD DISTANCE OF 178.00 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 62°53'19", A RADIUS OF 24.99 FEET, AN ARC LENGTH OF 27.43 FEET, A CHORD BEARING OF N20°40'51"E AND A CHORD DISTANCE OF 26.08 FEET TO THE POINT OF TANGENCY; THENCE RUN N52°06'58"E, 560.98 FEET TO A POINT ON THE NORTHWESTERLY EXTENSION OF THE SOUTHWESTERLY LINE OF TAYLOR MEMORIAL CEMETERY; THENCE RUN S37°58'58"E ALONG SAID NORTHWESTERLY EXTENSION LINE, 613.80 FEET TO THE POINT OF BEGINNING.

AND ALSO:

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN N89°21'35"W ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 35, 1487.79 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 19; THENCE RUN S52°07'27"W ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 66.25 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S52°07'27"W ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 392.98 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 02°12'24", A RADIUS OF 2341.83 FEET, AN ARC LENGTH OF 90.19 FEET, A CHORD BEARING OF S51°01'15"W AND A CHORD DISTANCE OF 90.19 FEET TO THE MOST EASTERLY CORNER OF TAYLOR MEMORIAL CEMETERY; THENCE RUN N38°00'31"E (N38°00'31"W), ALONG THE NORTHEASTERLY LINE OF SAID TAYLOR MEMORIAL CEMETERY, 547.00 FEET; THENCE RUN N52°06'58"E, 484.34 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 10.00 FEET, AN ARC LENGTH OF 15.71 FEET, A CHORD BEARING OF S82°53'02"E AND A CHORD DISTANCE OF 14.14 FEET TO THE POINT OF TANGENCY; THENCE RUN

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S37°53'02"E, 525.33 TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 10.00 FEET, AN ARC LENGTH OF 15.71 FEET, A CHORD BEARING OF S07°07'12"W AND A CHORD DISTANCE OF 14.14 FEET TO THE POINT OF BEGINNING.

AND ALSO:

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN N89°21'35"W ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 35, 1487.79 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 19; THENCE RUN N52°07'27"E ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 673.75 FEET TO THE POINT OF BEGINNING; THENCE RUN N37°53'02"W, 1008.88 FEET; THENCE RUN N00°35'47"E, 116.78 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST (NORTHEAST) 1/4 OF SAID SECTION 35; THENCE RUN S89°24'13"E ALONG SAID NORTH LINE, 270.08 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35; THENCE RUN N00°35'58"E ALONG SAID WEST LINE, 256.12 FEET TO A POINT ON THE SOUTH LINE OF THE RESIDENCE OF DON WHITE; THENCE RUN S89°24'13" (S89°24'13"E) ALONG SAID SOUTH LINE, 418.17 FEET; THENCE RUN S00°35'47"W, 709.10 FEET; THENCE RUN S37°52'33"E, 317.47 FEET TO A POINT ON SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 19; THENCE RUN S52°07'27"W ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, 329.54 FEET TO THE POINT OF BEGINNING.

JKCJ LEGAL2.DOC
REV'D 05/17/07 SVB

{Legal Description for Mission Rise to be added}

EXHIBIT D
[Legal Description of the 2012 Development]

Parcel 1 & Parcel 2

Parcel ID No.: 15-20-25-010100100000
Alternate Key No.: 1226171

Parcel ID No.: 22-20-25-000400001000
Alternate Key No.: 1801770

Legal Description: BEGIN AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, RUN S.89°09'42"W. ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 A DISTANCE OF 330 FEET; THENCE S.81° 15'42"W, TO THE EAST LINE OF TRACT "I", OF DRAKE POINT PARK REPLAT, RECORDED IN PLAT BOOK 10, PAGE 63, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE CONTINUE S.81°15'42"W, TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 48; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF STATE ROAD 48 TO THE EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 22; THENCE NORTH ALONG THE EAST LINE OF THE SOUTHEAST 1/4 TO THE POINT OF BEGINNING.

Parcel 3

Parcel ID No.: 23-20-25-000400000200
Alternate Key No.: 1780438

Legal Description: GOVERNMENT LOT 2, 4, 5, 6, 7, 8 AND 9 LYING NORTH OF HIGHWAY 48 AND WESTERLY OF HIGHWAY 19, ALL LYING IN SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, LESS THE FOLLOWING DESCRIBED PARCEL OF LAND: BEGIN AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, AND RUN N.00°04'21"E., 1314.20 FEET MORE OR LESS TO THE SOUTHERLY WATERS EDGE OF LAKE HARRIS AND A POINT HEREBY DESIGNATED AS POINT "A", RETURN TO THE POINT OF BEGINNING AND RUN S.89° 35'28"W. ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, A DISTANCE OF 1100.00 FEET; THENCE N.00°27'54"E., 1484.76 FEET MORE OR LESS TO THE SOUTHERLY WATERS EDGE OF LAKE HARRIS; THENCE EASTERLY ALONG SAID SOUTHERLY WATERS EDGE OF LAKE HARRIS TO POINT "A".

Parcel 4

Parcel ID No.: 23-20-25-000200000600
Alternate Key No.: 2923954

Legal Description: FROM THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, RUN S.89°09'42"W. ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 A DISTANCE OF 330 FEET; THENCE N.00°15'45"W., 210 FEET; THENCE N.38°44'24"E., 583.17 FEET FOR THE POINT OF BEGINNING; THENCE N.89°10'02"E., 1177 FEET TO THE WATERS OF LAKE HARRIS; THENCE SOUTHEASTERLY ALONG SAID WATERS OF LAKE HARRIS TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE SOUTH ALONG THE EAST LINE OF THE NORTHWEST 1/4 TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 23; THENCE WEST ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 TO THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 23, SAID POINT HEREBY DESIGNATED AS POINT "A", RETURN TO THE POINT OF BEGINNING AND RUN S.38°44'24"W. TO A POINT ON THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 23; THENCE SOUTH ALONG THE WEST LINE OF THE NORTHWEST 1/4 TO POINT "A".

Parcel 5

Parcel ID No.: 22-20-25-000100001400
Alternate Key No.: 2923946

Legal Description: COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA RUN S.89°09'42"W. ALONG THE SOUTH LINE OF THE NORTHEAST 1/4 A DISTANCE OF 330 FEET; THENCE N.00°15'45"W., 210 FEET; THENCE N.38°44'24"E. TO A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 22; THENCE SOUTH ALONG THE EAST LINE OF THE NORTHEAST 1/4 TO THE POINT OF BEGINNING.

Parcel 6

Parcel ID No.: 23-20-25-000400001000
Alternate Key No.: 3815447

Legal Description: BEGIN AT THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 20 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, AND RUN N.00°04'21"E., 1314.20 FEET MORE OR LESS TO THE SOUTHERLY WATERS EDGE OF LAKE HARRIS AND A POINT HEREBY DESIGNATED AS POINT "A", RETURN TO THE POINT OF BEGINNING AND RUN S.89°35'28"W. ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, A DISTANCE OF 1100.00 FEET; THENCE N.00°27'54"E., 1484.76 FEET MORE OR LESS TO THE SOUTHERLY WATERS EDGE OF LAKE HARRIS; THENCE EASTERLY ALONG SAID SOUTHERLY WATERS EDGE OF LAKE HARRIS TO POINT "A".

EXHIBIT E
[Certified Customers as of January 2025]

Vested 2007 Development Certified Customers

____ Customers in Venezia (South)
____ Customers in Talichet
[0] Customers in The Reserve

Other Businesses

(i) Boondocks Restaurant (13 ERUs),
(ii) Howey's Town Hall (2 ERUs), (iii) Howey's Police Station (2 ERUs), (iv) Howey's Library (6.5 ERUs), Howey's Water Plant (1 ERU), (v) the office at 107 W. Central Avenue in Howey, (Parcel ID 26-20-25-0100-D01-01400), which is currently being operated as The Clark Clinic Howey (3.3 ERUs), and (vi) Bishops Gate (210 ERUs)

EXHIBIT F

[Unpaid Hookups]

Bellissimo Pl. 540, 544, and 552 a.k.a. ALT KEY 1255228, 1818770, and 3913771



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