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

WHOLESALE WASTEWATER SERVICE AGREEMENT
For
BOUIS PROPERTY

THIS AGREEMENT is made and entered into this 27th day of February, 2012, by and between the **Town of Howey-in-the-Hills**, a Florida municipal corporation (hereafter "Howey"), and the **Central Lake Community Development District**, a Florida Special District created pursuant to Chapter 190 of the Florida Statutes, (hereafter the "CDD").

RECITALS

WHEREAS, the CDD leases and operates a wastewater system located in Lake County, Florida (hereafter the "CDD's Wastewater System") and is willing to sell, on a wholesale basis, Wastewater Service Capacity to Howey for the development described herein and know as Bouis Property (the "Development"); and

WHEREAS, Howey's residents currently use septic systems; and

WHEREAS, the Development is located within Howey;

WHEREAS, Development is interested in obtaining centralized sewer service because the Development is not suitable for septic systems; and

WHEREAS, Howey wishes to connect the Development to the CDD's Wastewater System and to purchase Wastewater Service Capacity on a wholesale basis from the CDD in order to serve the Development; and

WHEREAS, Howey and the CDD covenant and agree that they have the power and authority to enter this Agreement and bind their respective governmental entities to the provisions of this Agreement; and

WHEREAS, the CDD has expanded its wastewater treatment and disposal system to 0.87 million gallons per day (MGD) and hereby represents to Howey that it has the capability of serving the Development; and

WHEREAS, Howey and the CDD are entering into this Agreement pursuant to and in compliance with the requirements of subsection 190.012(1)(g) of Florida Statutes (2011); and

WHEREAS, this Agreement shall govern the wastewater utility service to be provided by the CDD, on a wholesale basis, to Howey for the Development only.

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 covenant and 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 "ERU" means Equivalent Residential Unit and represents 250 GPD of wastewater flow.

2.2. "Agreement" means this Howey/CDD Wholesale Wastewater Service Agreement as it may from time to time be modified.

2.3. "Howey's Collection Facilities" means the lines, pipes, meters, and appurtenant equipment owned and operated by Howey to collect Sewage within the development and to transmit the same to the Point of Connection with the Interconnect Facilities.

2.4. "Development" mean the lands being developed as residential and commercial land use projects known as Bouis Property, the legal description of which is attached as Exhibit "A."

2.5. "Interconnect Facilities" means the wastewater meters and other facilities owned and operated by the CDD at the points of connection between Howey's Collection Facilities and the Treatment Facilities.

2.6. "GPD" means gallons per day, annual average basis.

2.7. "GPM" means gallons per minute actual flow rate.

2.8. "MGD" means million gallons per day on an annual average basis.

2.9. "Point of Connection" means the location where Howey's Collection Facilities connect to the CDD's Interconnect Facilities. At that point, appropriate metering may, in CDD's discretion, be installed by the CDD to measure the flow of wastewater from Howey's Collection Facilities.

2.10. "PSI" means pounds per square inch of fluid pressure.

2.11. "Residential Wastewater Strength" means residential and commercial wastewater discharges exhibiting the following characteristics: biochemical oxygen demand of 300 mg/l or less, suspended solids of 300 mg/l 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. Prohibited discharges include, but are not limited to, constituents that could cause a fire or explosion; solid or viscous substances which could obstruct flow or interfere with the system; or discharges containing any toxic pollutants.

2.12. The "CDD's Wastewater System" means the CDD's wastewater collection, transmission and treatment facilities (including the Treatment Facilities) in which Sewage is treated and disposed of, and which are operated and maintained by the CDD.

2.13. "Sewage" or "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.

2.14. "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.

2.15. "Wastewater Service Capacity" means the number of ERU's which Howey wishes to buy from the CDD and which the CDD agrees to accept on a continuous basis into the CDD's Wastewater System in accordance with the terms of this Agreement.

SECTION 3. PROVISION AND ALLOCATION OF WASTEWATER SERVICE CAPACITY. On and after the effective date of this Agreement, as set forth in Section 21, Wastewater Service Capacity shall be provided by the CDD to Howey for service in the Development in the following manner and subject to the following terms and conditions:

3.1. Capacity Reservation by the Development. The CDD represents and warrants to Howey that the CDD has set aside and encumbered capacity, in the CDD's Wastewater System for the residential and nonresidential land development contemplated by the Development in the amounts set forth in Exhibit "B" attached hereto. To ensure that 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 Development does not exceed the treatment and disposal capacity of the CDD's Wastewater Facilities, the Town Council for Howey shall require, as a condition to the issuance of a building permit for the construction of a residence or commercial building within the Development, the issuance by the CDD of a certificate assuring Howey that, as required by Section 163.3180 of Florida Statutes,

wastewater service will be available concurrent with the new development and that appropriate contributions in aid of construction have been paid.

3.2. Capacity Needs of the Development. On and after the effective date of this Agreement, the CDD shall accept, treat, and dispose of the Wastewater Service Capacity as required to serve the Development. Howey shall have no liability for any charges for the capital costs of capacity at the Treatment Facilities or any other capital costs associated with expanding the CDD's Wastewater System to serve the Development.

3.3. Technical and Operation and Maintenance Requirements. The CDD shall determine the Point of Connection of the two systems to serve the Development. The CDD will provide to Howey the required system pressures and elevations to connect, along with any other applicable technical requirements for connection. Howey shall review the proposed Point of Connection based upon the CDD's technical requirements. Should service to Development necessitate CDD increasing the size of its wastewater main to connect to the Point of Connection the Development and/or Howey shall be responsible for the payment of all costs of such increase in size.

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 the 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.

3.4. Delivery Pressure; Peak Flows; Usage. Howey shall deliver Wastewater through Howey's Collection Facilities and to the Interconnect Facilities at a pressure not less than 26 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. If at any time sanitary Wastewater flow from Howey exceeds 1,500 GPM, Howey shall, at its expense, plan, construct, operate, and maintain a surge tank as a part of the Howey Collection Facilities, in order to reduce Wastewater flows to a rate that is at or below 1,500 GPM.

3.5. Treated Wastewater. Wastewater received by the CDD from Howey through the Interconnect Facilities shall be deemed to be the property of the CDD.

SECTION 4. PURCHASE OF EXCESS WASTEWATER CAPACITY. In the event that Howey's wastewater usage exceeds its subscribed capacity by the Development for three (3) consecutive months, Howey shall either buy additional wastewater capacity from the CDD 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's 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's Collection Facilities to the Interconnect Facilities, any customers that have connected or will connect into Howey's 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. 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.

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 through Howey's Collection Facilities 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.

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 initially for a monthly charge per Equivalent Residential Unit ("ERU"). The volume may be measured by the CDD at the Point of Connection between the CDD and Howey. Howey shall pay the invoice within twenty-five (25) days of receipt. Any Invoice not paid within such time shall bear interest at the prime rate as published daily in the Wall Street Journal plus two percent (2%).

The initial rate payable by Howey shall be \$24.00 per month per ERU for customers connected to Howey's Collection Facilities. This rate shall remain in effect for no less than four (4) years running from the date of the first building permit issuance for the construction of a residence or commercial building in Development, unless:

CDD elects to conduct, at its expense, a rate study for the entire CDD Wastewater System, both inside and outside the boundaries of Howey. The study shall arrive at a uniform retail rate for all retail customers of the CDD's Wastewater System. Upon completion of the rate study, that replacement rate shall be charged uniformly to all CDD retail wastewater customers, and the wholesale rate to be charged to Howey will be eighty-five percent (85%) of the retail rate determined by the study. That replacement rate (and the 85% wholesale rate to be paid by Howey) shall remain in effect for at least the remainder of the four (4) years running from the date of the first building permit issued in the Development.

At the end of the four (4) year period as referenced hereinabove, either Howey may require the CDD to conduct, or the CDD may elect to conduct, a new rate study to determine both retail and wholesale rates. Howey and the CDD each shall pay one-half (1/2) the cost of this second rate study. If neither party requests a rate study at the end of the four-year period, then any future rate studies shall be at the discretion of the CDD and at the expense of the CDD.

One of the following firms will be selected to conduct these two rate studies, if they are conducted:

- (1) Burton & Associates (Mike Burton);
- (2) Raftelis Financial Consultants, Inc. (Mike Rocca); or
- (3) PRMG (Rob Ori); or
- (4) such other firm that the parties may hereinafter agree to.

The retail rate determined by the study shall apply uniformly to all the CDD's retail wastewater customers, both inside and outside Howey's boundaries. The wholesale rate to be charged to Howey shall be the wholesale rate determined by the study conducted after the four-year period, and the retail rate charged by Howey to its retail wastewater customers shall be a rate determined by Howey's Town Council to be sufficient to pay the costs of Howey's retail wastewater operation.

In all events, at such time as the wholesale rate charged to Howey exceeds \$24.00 per ERU, and thereafter throughout the term of this Agreement, the CDD shall charge a uniform rate to all its retail wastewater customers, both within the town limits of Howey and outside the town

limits, without discrimination. If and when rate studies are conducted from time to time, as allowed by Section 8 and this Section, such studies shall assume, for purposes of calculating Howey's wholesale rate, that the costs incurred by the CDD for administration, billing and collection, capital improvements, and operation and maintenance of its treatment, collection and transmission system not related to providing service to Howey shall be excluded from the wholesale rate.

SECTION 8. CHANGE OF RATES. For each year after the expiration of the initial rate established as provided in Section 7, the CDD may increase its retail wastewater rates and the wholesale rate paid by Howey either

- (i) 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
- (ii) as determined and calculated by a rate study performed by one of the firms listed in Section 7.

SECTION 9. RESERVATION AND MAINTENANCE FEES. In the event that the CDD adopts reservation and maintenance fees that apply to customers uniformly, both inside and outside the boundaries of Howey, the fees shall be payable by the Development, 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 pay the amounts collected to the CDD within twenty-five (25) days of receipt. Any payments not made within such time shall bear interest at the prime rate as published daily in the Wall Street Journal plus two percent (2%). Should any customer not pay reservation and maintenance fees, then the CDD shall notify Howey, at which time such capacity will be forfeited in accordance with the procedure adopted by the CDD.

SECTION 10. INDEPENDENT CONTRACTOR RELATIONSHIP; NO LIABILITY FOR HOWEY OR CDD DEBT.

10.1. 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.

10.2. 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 11. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties herein, and 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.

SECTION 12. 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.

SECTION 13. INDEMNIFICATION.

13.1. Neither party hereto waives 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.

13.2. 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 14. DEFAULT.

14.1. 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 or specific performance to enforce this Agreement. Each party agrees to pay all reasonable costs and attorneys fees to the other party not in default provided such costs and attorneys fees are payable under this section only to the prevailing party in such suit. 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.

14.2. 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 prime rate as published daily in the Wall Street Journal plus two percent (2%).

14.3. In the event of default by the CDD, Howey shall be entitled to any and all remedies available to customers of the CDD's water and sewer system.

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

SECTION 15. 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
201 East Pine Street, Suite 950
Orlando, Florida 32801

with a copy to: George S. Flint
District Manager
Central Lake Community Development District
13574 Village Park Dr., Suite 265
Orlando, Florida 32837

and: Daniel B. Harrell
Gonano & Harrell
1600 S. Federal Highway, Suite 200
Fort Pierce, Florida 34950

HOWEY: The Honorable Chris Sears
Mayor, Howey-in-the-Hills
(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 16. 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 17. 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 18. TIME OF THE ESSENCE. Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.

SECTION 19. APPLICABLE LAW. This Agreement and the Provisions contained herein shall be construed, controlled, and interpreted according to the laws of the state of Florida.

SECTION 20. 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, national emergency, allocation or of other 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, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, or other casualty or disaster or catastrophe, governmental rules or acts or orders or restrictions or regulations or requirements, acts or action of any government or public or governmental authority or commission or board or agency or agent or official or officer, the enactment of any statute or ordinance or resolution or regulation or rule or ruling or order, order or decree or judgment or restraining order or injunction of any court, such party shall not be liable for such non-performance.

SECTION 21. EFFECTIVE DATE; TERM. This Agreement shall be effective as of the date last executed by the parties. This Agreement shall continue in full force and effect until midnight on the December 31st next following the 35th anniversary of the issuance of the first building permit for the construction of a residence or commercial building in the Development (such date the "Initial Termination Date"). Upon issuance of the first building permit in the Development, the parties shall execute an Addendum to this Agreement acknowledging commencement of the thirty-five (35) year term and confirming the Initial Termination Date. This Agreement shall automatically be extended for one twenty (20) year period, until midnight on December 31 twenty (20) years following the Initial Termination Date, unless one party provides the other party written notice of its intent to cancel this Agreement at the expiration of the initial term, and such notice is delivered no later than December 31, 2046. Both parties shall be fully discharged from any service obligations arising from any cancellation.

SECTION 22. ENTIRE AGREEMENT; EFFECT ON PRIOR AGREEMENT. This instrument constitutes the entire Agreement between the parties and supersedes all previous discussions, understandings, and agreements between the parties relating to the subject matter of this Agreement. 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 23. EXERCISE OF POLICE POWER. Without limiting Howey's obligations under this Agreement, nevertheless, nothing contained in this Agreement shall be construed to require Howey to exercise the police power, and nothing herein shall act as a waiver of Howey's authority to require a permit, license, certificate, approval, exception, or variance applicable to similar projects and uniformly imposed by Howey.

SECTION 24. MARINA PROPERTY CONNECTION. The owner of the Marina Property, the legal description and map depicting the area which is attached as Exhibit "C" shall have the right, at the sole cost and expense of the owner of the Marina Property without becoming a customer of Howey, to connect to Howey's nearest lift station without payment of any costs or fees to Howey 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 cost and expense, if any, to (i) upsize Howey's lines or pipes, (ii) repair, replace or add any lines or pipes, or, (iii) repair, replace or add to any other component of Howey's Collection Facilities so the Howey can accommodate the wastewater from the Marina Property, shall be paid by the owner of the Marina Property. Should the owner of the Marina Property exercise this option, then Howey and the owner of the Marina Property will have their respective engineers work together to memorialize in a separate writing the details of the connection to Howey's lift station.

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

ATTEST:

By: [Signature]

CENTRAL LAKE COMMUNITY DEVELOPMENT DISTRICT

By: Board of Supervisors

By:

[Signature]
Mr. Bud Beucher, Chairman

Approved as to form and correctness:

[Signature]
Name

ATTEST WITH SEAL

By:

[Signature]
Town Clerk Brenda Brasher

TOWN OF HOWEY-IN-THE-HILLS

By: Town Council

By:

[Signature]
Mayor Chris Sears

Approved as to form and correctness:

[Signature]
Town Attorney

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 27th day of February, 2012, 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.

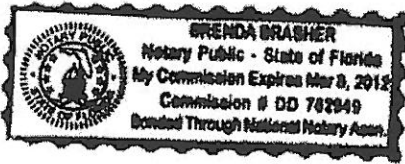


GEORGE S. FLINT
NOTARY PUBLIC
STATE OF FLORIDA
Comm# DD0929572
Expires 10/16/2013

George S. Flint
NOTARY PUBLIC - STATE OF FLORIDA
Printed Name: George S Flint
My Commission Expires: 10/16/2013

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 13 day of February, 2012, by MAYOR CHRIS SEARS, as Mayor of TOWN OF HOWEY-IN-THE-HILLS, Town Council. He is personally known to me or has produced _____ as identification.



Brenda Drasher
NOTARY PUBLIC - STATE OF FLORIDA
Printed Name: Brenda Drasher
My Commission Expires: 3/8/2012

EXHIBIT A

[Bouis Property Legal Description]

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 B

[Development and Reserved Capacity]

Residential Units	GPD/Unit	Commercial Sq. Ft.	Gal./Sq. Ft.	TOTAL
	250			

TOTAL

EXHIBIT C

[Marina Property Legal Description]

BEG AT SE COR OF GOV LOT 1, RUN N ALONG GOV LOT LINE 330 FT, IN
8DEG 52MIN 30SEC W 485.78 FT, N 7DEG 59MIN W 288.68 FT, N 161DEG 06MIN
21SEC E 593.17 FT, N 28DEG 54MIN 20SEC W TO WATERS OF LITTLE LAKE
HARRIS, SW'LY ALONG LAKE TO NW COR OF GOV LOT 1, S TO SW COR OF
GOV LOT 1, E TO POB--LESS R/W SR 119-- ORB 2681 PG 384 |