

RECORD MARION COUNTY \$ 469.00

PREPARED BY AND RETURN TO:

Steven H. Gray, Esq.
GRAY, ACKERMAN & HAINES, P.A.
125 NE 1st Avenue, Suite 1
Ocala, FL 34470



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AGREEMENT REGARDING UTILITIES COVENANT

THIS AGREEMENT REGARDING UTILITIES COVENANT is made and entered into, effective the 7th day of July, 2015 (the "Effective Date"), by and between:

- **JUSTIN ALBRIGHT, AS TRUSTEE OF THE NE ASSETS TRUST, UNDER LAND TRUST AGREEMENT DATED JULY 18, 2005** ("Trustee");
 - **EDGEWOOD OCALA II, LLC**, a Delaware limited liability company ("Edgewood II");
 - **EDGEWOOD OCALA, LLC**, a Florida limited liability company ("Edgewood");
- [Each of the parties above is a "Private Party", all are collectively the "Private Parties" to this Agreement.]
- and
- **MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA** ("County").

RECITALS:

- A. On or about December 19, 1995, Penelope Wagner ("Wagner") sold and conveyed to Silver Springs Regional Water & Sewer, Inc. ("Springs Regional") the real property described on attached Exhibit "A" (the "Springs Property").
- B. As partial consideration for Wagner's sale of the Springs Property to Springs Regional, Springs Regional and Wagner entered into a Covenant regarding post-closing obligations of Springs Regional, including an agreement by Springs Regional to provide potable water and waste water utilities services to all properties owned (as of the date of the Covenant) by Wagner and located in Sections 35 and 36, Township 14 South, Range 22 East of Marion County, Florida (the "Benefitted Properties", described on attached Exhibit "B"), for single family residential (including mobile and modular homes) or commercial development, with no impact fees or connection charges payable by Wagner, Wagner's successors-in-title, or Wagner's assigns. The Covenant, executed by Springs Regional and dated December 19, 1995, was recorded in OR Book 2203, at Page 780, of the Public Records of Marion County, Florida, a copy of which is attached to this Agreement as Composite Exhibit "C", and the terms and provisions of the Covenant are by this reference incorporated herein.
- C. On July 18, 2005, Wagner executed an Assignment of Beneficial Interest ("Assignment") to Trustee, assigning to Trustee all rights, claims and interests of Wagner under the Covenant that would apply to all properties both covered by the Covenant (owned by Wagner) and located in Section 35, Township 14 South, Range 22 East of Marion County, Florida, (the "Assignment Properties", which are described on attached Exhibit "D"), specified in the Assignment to be limited to the rights of Wagner under the Covenant for a maximum of four (4) residential units per acre and to include multi-family residential or single family residential. A copy of the Assignment is attached to this Agreement as Exhibit "E", and the terms of provisions of which are incorporated herein. The Benefitted Properties covered by the Covenant and owned by the Private Parties to this Agreement are described on attached Exhibit "B", and further described in Table 1 ("Assignment Properties") in Section 5.6.3 below. The Benefitted Properties covered by the Assignment to Trustee are Parcels E-1 and E-2 described on attached Exhibit "E" and in Section 5.5.3.

- D. On or about November 3, 2005 County purchased Springs Regional and all assets of Springs Regional, including the Springs Property, on which a wastewater treatment facility (the "Springs Plant") had been previously constructed and was then being operated by Springs Regional. The conveyance of the Springs Property from Springs Regional to County is included in that certain Warranty Deed from Springs Regional to County dated November 3, 2005, recorded on even date therewith in OR Book 4232, at Page 0635 of the Public Records of Marion County, Florida, a copy of which is attached to this Agreement as Exhibit "F". County continues to operate, as part of its utilities system (Marion County Utilities), the Springs Plant.
- E. The Parties to this Agreement have reviewed the Covenant, and agree that the Covenant may be susceptible to differing interpretations as to certain of its material elements, and enter into this Agreement to agree upon the respective rights and obligations of the parties (and their successors-in-title) under the Covenant, all as is more particularly set forth below.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, and with the intention that they be legally bound by this Agreement, the parties do hereby agree as follows, which terms shall be binding upon the parties and their respective successors and assigns, as may be applicable:

1. **Incorporation of Recitals and Exhibits.** The parties agree that the terms and provisions of the above Recitals are incorporated into the terms of this Agreement, and also agree that the contents of all Exhibits to this Agreement are incorporated into the terms of the Agreement.
2. **Definitions.** In addition to any other terms which may be specifically defined elsewhere in this Agreement, for the purposes of this Agreement the following terms shall have the following meanings:
 - 2.1. ***"Agreement"*** - This Agreement Regarding Utilities Covenant, as the same may be subsequently amended, modified or supplemented pursuant to its terms and provisions.
 - 2.2. ***"Benefitted Property" or "Benefitted Properties"*** - Any parcel or parcels of real property owned by Wagner on the date of the Covenant and located in Sections 35 and 36, Township 14 South, Range 22 East of Marion County, Florida. The legal descriptions of the Benefitted Properties owned by the Private Parties to this Agreement are shown on attached Exhibit "B", and the Marion County Tax Parcel Numbers and respective acreages of those Benefitted Properties are shown in the Table in Section 5.6 below.
 - 2.3. ***"Parcel" or "Parcels"*** - One or more parcels of real property which are specifically described or referenced in this Agreement.
 - 2.4. ***"Party" or "Parties"*** - The Private Parties to this Agreement, or the County, or one or more of said parties, as applicable.
 - 2.5. ***"Qualifying Owner"*** - The owner of any Benefitted Property. In the event the rights under the Covenant with respect to a Benefitted Property have been assigned to a third party the assignee of the rights shall be the Qualifying Owner as to the Benefitted Property.
 - 2.6. ***"Termination Date"*** - The term of this Agreement shall end on the expiration date of the Covenant (as extended by this Agreement), which will expire on December 31, 2028, unless the Parties subsequently amend this Agreement or the Covenant.
3. **Intent.** It is the intent of the Parties to enter into this Agreement to agree on an interpretation of the terms and provisions of the Covenant, and the respective rights, covenants, and obligations of the Parties with respect to the Covenant. The Parties agree that the terms and provisions of this Agreement shall apply to them (and to their successors and assigns) with respect to enforcement or application of the terms of the Covenant regarding any Benefitted Properties owned by the Private

Parties to this Agreement which shall include any Qualifying Owner, during the term of the Agreement.

4. **Factual Agreements.** In support of the terms of this Agreement the Parties agree the following factual statements regarding matters material to the interpretation, application and enforcement of the Covenant are true and correct:
 - 4.1. On December 19, 1995, the date of the execution of the Covenant (the "Covenant Date"), Wagner was the owner of the Benefitted Properties, owned by the Private Parties, described herein. The Benefitted Properties include 472.49 acres (per current surveys) of land.
 - 4.2. Subsequent to the Covenant Date Springs Regional constructed on the Springs Property a waste water treatment facility (the "Springs Plant") on the Springs Property with a capacity of 450,000 gpd. The Springs Plant's capacity was not expanded after the date of its initial construction.
 - 4.3. The Springs Plant was removed from service on _____ ("Deactivation Date"), waste water flow to the former Springs Plant site is now transmitted to another County-owned treatment plant.
 - 4.4. Other than rights that may exist in favor of Qualifying Owners arising out of the Covenant, there are no other known current reservations or commitments to third parties of potable water or waste water treatment capacities at the now deactivated Springs Plant.
5. **Agreement as to Terms.** The Parties agree that the future interpretation and application of the terms of the Covenant shall be in accordance with the following provisions:
 - 5.1. The Covenant provides that Springs Regional, and its successors and assigns, would provide water and waste water services for the Benefitted Properties for single or multi family residential or commercial development without payment of impact fees, capital charges, or connection charges.
 - 5.2. Initially there was reserved for the exclusive benefit the Benefitted Properties 150,000 gpd of waste water treatment capacity at the Springs Plant. The reserved capacity was not used by Wagner or any successor or assign or Wagner, and expired on the Covenant's stated reservation expiration date of December 31, 2007.
 - 5.3. At the date of execution of the Covenant Springs Regional planned to eventually construct 600,000 gpd of waste water treatment capacity at the waste water treatment facility to be constructed on the Springs Property. As stated in Section 4.3, Springs Regional only constructed, prior to the Plant's deactivation, 450,000 gpd of waste water treatment capacity at the Springs Plant.
 - 5.4. As set forth in Section 6 below, County has agreed to extend the Termination Date of the Covenant to December 31, 2028.
 - 5.5. Under the County's Utilities Systems Regulations and Building Procedures an "Equivalent Residential Connection" ("ERC") is the amount of potable water and waste water plant capacities required to service the equivalent of one (1) residential unit. If a Qualifying Owner or successor-in-title to any of the Private Parties' Benefitted Properties described herein, or any assignee of rights under the Covenant as to the Assignment Properties, applies for potable water and/or waste water services for a Benefitted Property prior to December 31, 2028 (the amended Termination Date of the Covenant) County is obligated, also subject to the terms of this Agreement to provide potable water and waste water plant capacity services for a Qualifying Owner without charging impact, capital or connection charges, until the aggregate total amount of potable water capacity or sanitary sewer capacity (as applicable)

provided to Qualifying Owners under this Agreement equals, in aggregate, the capacities required to provide water and waste water services for six hundred and twenty five (625) ERC's (as to either potable water service or waste water service, as applicable).

5.6. The obligations of the County are subject to, and limited by, the following additional conditions:

5.6.1. County is obligated to provide potable water plant treatment services for the owners (or assignee of rights under the Covenant) of Benefitted Properties without assessment of impact, capital or connection charges, without requiring any financial participation by Qualifying Owner, up to an aggregate amount of potable water treatment capacity equivalent to the average daily amount of potable water plant capacity required to service six hundred and twenty five (625) Equivalent Residential Connections under County's Utilities Regulations, allocated as set forth below.

5.6.2. County is obligated to provide waste water treatment services for the owners (or assignee of rights under the Covenant) of Benefitted Properties without assessment of impact, capital, or connection charges, and without requiring any financial participation by a Qualifying Owner, for an aggregate amount of waste water treatment capacity equivalent to the average daily amount of waste water treatment capacity required to serve six hundred and twenty five (625) Equivalent Residential Connections under County's Utilities Regulations, allocated as set forth below.

5.6.3. County's obligation to provide plant treatment services for the benefit of the Benefitted Properties is specifically allocated between the Benefitted Properties of the Private Parties (based upon the proportionate acreage of the Parcels) as follows:

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TABLE 1

BENEFITTED PROPERTIES - ALLOCATION OF ERC'S

Parcel Owner ³	Legal Description	Current Marion County Tax Parcel No.	Acreage per Property Appraiser	Acreage/ Percentage per Current Survey	Allocated ERC's of Capacity ⁴
Silver Springs Ocala, LLC (RES FL 35 th Ocala, LLC) Justin Albright, Tr. (See Note 1 & 2)	Exhibit "B" Parcel 1	15855-000-00	221.96	214.78/ 45.46%	284
George J. Albright, Jr., Trustee	Exhibit "B" Parcel 2	15855-001-01	6.62	7.05/ 1.49%	9
Edgewood Ocala II, LLC	Exhibit "B" Parcel 3	15864-000-00	181.87	182.78/ 38.68%	242
Edgewood Ocala, LLC	Exhibit "B" Parcels 4, 5 and 6	15864-003-00 15866-000-00 15866-002-00	66.57	67.88/ 14.37%	90
TOTAL:			477.02	472.49/100%	625

Note 1: Title to Tax Parcel No. 15855-000-00 is currently held by RES-FL 35th Ocala, LLC ("RES FL"). Silver Springs Ocala, LLC is the holder of a Contract between RES FL (as Seller) and Silver Springs Ocala, LLC (as Buyer) to purchase from RES FL. Marion County Tax No. 15855-000-00.

Note 2: Justin Albright, Trustee owns all the ERC credits with respect to Parcel No. 15855-000-00.

Note 3: Pursuant to the Assignment from Wagner to Trustee described in Recital C, certain interests of Wagner under the Covenant as to Benefitted Properties located in Section 35, Township 14 South, Range 22 East of Marion County, Florida were on July 18, 2005 assigned to Trustee, and Trustee is the current record owner of the assigned ERC capacities for those Benefitted Properties located in Section 35.

Note 4: Percentage of available ERC capacity is rounded to the nearest one-half (½) ERC.

Note 5: First Baptist Church, Inc. Silver Springs is the owner of Marion County Tax Parcel No. 15864-001-00 (described on Exhibit "B" as Parcel 7), not a party to this Agreement, which contains 10 acres of land and is a Benefitted Parcel under the terms of the Covenant. The parcel currently has a residential density of 1 unit per 10 acres, and has been developed as a church. The parcel has existing potable water and sanitary sewer utilities services provided by County and is therefore not a party to this Agreement.

5.6.4. If a Qualifying Owner submits a completed Application for waste water treatment services requesting waste water treatment capacity for the benefit of a Benefitted Property, the following provisions shall be applicable:

5.6.4.1. County shall provide the waste water service for the benefit of the Qualifying Parcel without charging or assessing impact, capital or connection charges, subject, however, to the aggregate limitation stated above, that the aggregate amount of waste water treatment capacity County is required to provide for the benefit of the Benefitted Properties under this Agreement is limited to, in aggregate, to the waste water plant capacity required to serve six hundred and twenty five (625) Equivalent Residential Connections.

5.6.5. Application(s) for water and waste water plant services may be submitted by a Qualifying Owner only after completion and approval of a Plat or Plats, or commercial site plans, for a Benefitted Property. Any such application shall remain valid for three (3) years after the date of submittal (said date is an "Application Expiration Date"). If construction of improvements under a timely submitted

Application is not completed by the Application Expiration Date the Application, and any permit or permits issued thereunder shall as of the Application Expiration Date, expire and become null and void.

5.7. All of the provisions of this Agreement shall be subject to the limitation that, notwithstanding any contrary provisions herein, County shall not be required to provide for the benefit of the Private Parties' Benefitted Properties described in this Agreement, treatment capacity for potable water or waste water in excess of the aggregate potable water or waste water (measured separately) treatment capacity required to provide service for six hundred and twenty five (625) ERC's.

5.8. Any vested rights to potable water or waste water service not in use or committed in writing to a Qualifying Property as of the Termination Date shall terminate, and be of no further force or effect, as of the Termination Date.

6. **Term of Covenant.** As consideration for the Agreement of the Private Parties to this Agreement to reduce the maximum number of available ERC's of sewer and water capacity available for their Benefitted Properties under the Covenant from an aggregate total of 1,890 ERC's to a negotiated, reduced, total of six hundred and twenty five (625) ERC's, County has agreed to extend the termination date of the Covenant to December 31, 2025.

7. **Binding Arbitration.** In the event of any dispute or conflict between the Parties regarding the interpretation of this Agreement, or the interpretation of the Covenant, the Parties agree that any such dispute shall be resolved in a binding arbitration proceeding, with such arbitration to be held in Marion County, Florida in accordance with the provisions of the Florida Arbitration Code, as codified in Chapter 682 of the Florida Statutes (as the same may be subsequently amended or modified). In the event either Party refuses to participate in the arbitration proceeding the same alternate procedures as set forth in Section 6.1 shall apply.

8. **General Provisions:**

8.1. **Notices.**

8.1.1. **Effective Date of Notices.** Any notice required or permitted hereunder, and all demands and requests given or required to be given by and party hereto to another Party, shall be in writing unless otherwise provided herein and shall be deemed given (a) when received if personally delivered or sent by telex, telegram, or facsimile, or (b) if sent by Federal Express (which terms shall be deemed to include within it any other nationally recognized reputable firm of overnight couriers) one (1) day after depositing with Federal Express, charges prepaid, before its deadline for next day delivery, or (c) if mailed, five (5) days after mailing if such notice has been delivered to the United States Postal Service with postage prepaid and properly marked for certified or registered mail with a request for return receipt, addressed as set forth in this Section.

8.1.2. **Trustee's Address.** If given to Albright, any notice hereunder shall be addressed and given as follows:

Justin Albright, as Trustee of the NE ASSETS Trust,
Under Land Trust Agreement dated July 18, 2005

With Copy To:

Gray, Ackerman & Haines, P.A.
Attn: Steven H. Gray, Esquire
125 NE 1st Avenue

Ocala, FL 34470
Tel: (352) 732-8121
Fax: (352) 368-2183
E-mail: sgray@gahlaw.com

- 8.1.3. **County's Address.** If given to Marion County, any notice hereunder shall be addressed and given as follows:

Marion County, Florida
Attn: County Administrator
601 SE 25th Avenue
Ocala, Florida 34471

With Copy To: Marion County Attorney
601 SE 25th Avenue
Ocala, FL 34471

- 8.1.4. **Edgewood II's Address.** If given to Edgewood II, any notice hereunder shall be addressed and given as follows:

Edgewood Ocala II, LLC
Attn: Thomas McDevitt
134 Old Post Road
Southport, CT 06890

With Copy To: Gray, Ackerman & Haines, P.A.
Attn: Steven H. Gray, Esquire
125 NE 1st Avenue
Ocala, FL 34470
Tel: (352) 732-8121
Fax: (352) 368-2183
E-mail: sgray@gahlaw.com

- 8.1.5. **Edgewood's Address.** If given to Edgewood, any notice hereunder shall be addressed and given as follows:

Edgewood Ocala, LLC
Attn: Thomas McDevitt
134 Old Post Road
Southport, CT 06890

With Copy To: Gray, Ackerman & Haines, P.A.
Attn: Steven H. Gray, Esquire
125 NE 1st Avenue
Ocala, FL 34470
Tel: (352) 732-8121
Fax: (352) 368-2183
E-mail: sgray@gahlaw.com

- 8.1.6. **Address of Qualifying Property Owners.** If a notice is required to be given to a Qualifying Property Owner under the terms of this Agreement the notice shall be addressed to the Qualifying Property Owner at the Owner's address as reflected in the then-current records of the Marion County Tax Collector.

- 8.1.7. **Notifications of Assignments.** Any Party assigning or partially assigning that Party's rights under this Agreement to another person or entity shall provide a copy

of the executed assignment document, and (if not included within the terms of the assignment document) specific details of the assignment to the assignee, to County, in writing, in accordance with the provisions of this Agreement, and within thirty (30) days of the date of the assignment.

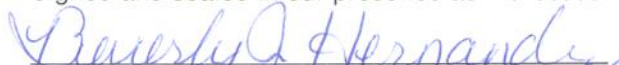
- 8.1.8. Modification of Address.** Any Party hereto may change the address or addresses to which notice is to be sent, or the facsimile number, by giving written notice of such change to the other Parties to this Agreement in the manner provided herein.
- 8.2. Litigation.** In the event of any litigation arising out of this Agreement, the prevailing party (the purposes of this Section the "prevailing party" shall be a party determined to be the prevailing party in the subject litigation by the Court in which the litigation occurs) shall be entitled to recover all reasonable costs incurred with respect to such litigation, including reasonable attorneys' fees, and including reimbursement for such reasonable attorneys' fees and costs incurred with respect to any bankruptcy, appellate or post-judgment proceeding related thereto.
- 8.3. Binding Effect.** The Parties to this Agreement represent to each other that each Party fully understands the facts surrounding this Agreement and each is signing this Agreement fully and voluntarily, intending to be bound by it. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective spouses, heirs, executors, administrators and assigns. There are no representations or warranties other than those set forth herein.
- 8.4. Amendment.** This Agreement shall not be amended or modified except by an amendment in writing, executed by all Parties hereto in the same form as this Agreement.
- 8.5. Severability.** In the event any provision or section of this Agreement is determined to be invalid or unenforceable, such determination shall not effect the enforceability or the validity of the remaining provisions of this Agreement.
- 8.6. Successors and Assigns.** All covenants and agreements in this Agreement made by or on behalf of any Parties hereto shall bind and inure to the benefit of the respective successors and assigns of the Parties hereto, whether so expressed or not.
- 8.7. Facsimile Signatures.** The Parties shall be entitled to rely upon receipt of facsimile copies of signed signature pages to this Agreement as though the same were originals. If final execution is obtained through facsimile signatures the Parties agree to subsequently execute duplicate original counterparts of this Agreement and exchange signed duplicate original counterparts, all of which shall constitute a single Agreement.
- 8.8. Applicable Law.** This Agreement is being delivered in the State of Florida, and shall be construed and enforced in accordance with the laws of the State of Florida. The venue for any legal proceeding arising out of this Agreement shall be Marion County, Florida.
- 8.9. Entire Agreement.** This Agreement shall constitute the entire agreement of the Parties hereto; all prior agreements between the Parties, whether written or oral, are merged herein and shall be of no force or effect. This Agreement cannot be changed, modified or released orally, but only by an agreement in writing signed by the Parties against whom enforcement of said change, modification or discharge is sought.


IN WITNESS WHEREOF, the Parties have set their hand and seal as of the day and year first above written.

**SEE ATTACHED SEPARATE SIGNATURE PAGES OF
TRUSTEE; COUNTY; EDGEWOOD II; AND EDGEWOOD**


SIGNATURE PAGE OF TRUSTEE
TO
AGREEMENT REGARDING UTILITIES COVENANT

Signed and sealed in our presence as witnesses:


Print Name: Beverly J. Hernandez


Print Name: Brenda L. Bibb

AS TO TRUSTEE:


JUSTIN ALBRIGHT, AS TRUSTEE OF THE NE
ASSETS TRUST, UNDER LAND TRUST
AGREEMENT DATED JULY 18, 2005

STATE OF FLORIDA
COUNTY OF MARION

The foregoing AGREEMENT REGARDING UTILITIES COVENANT was acknowledged before
me by JUSTIN ALBRIGHT, AS TRUSTEE OF THE NE ASSETS TRUST, UNDER LAND TRUST
AGREEMENT DATED JULY 18, 2005, who is:

☒ Personally known by me, OR
☐ Produced a driver's license as identification.

Dated: this 20th day of July 2015.

BEVERLY J. HERNANDEZ
Notary Public, State of Florida
My comm. expires June 22, 2016
Comm No. EE 190183

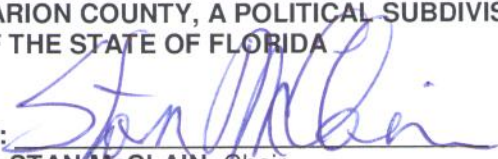
Print Name: Beverly J. Hernandez
Notary Public, State of _____
Commission Number: _____
Commission Expires: _____

SIGNATURE PAGE OF MARION COUNTY
TO
AGREEMENT REGARDING UTILITIES COVENANT

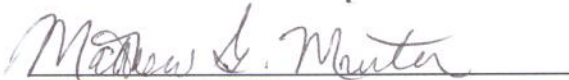
AS TO COUNTY:

MARION COUNTY, A POLITICAL SUBDIVISION
OF THE STATE OF FLORIDA


By:


STAN McCLAIN, Chair
Board of County Commissioners

APPROVED AS TO FORM AND LEGALITY:


MATTHEW MINTER
County Attorney

ATTEST:


DAVID R. ELLSPERMANN, Clerk of the
Circuit Court

APPROVED BY THE BOARD OF COUNTY COMMISSIONERS ON: July 7, 2015.

SIGNATURE PAGE OF EDGEWOOD OCALA II, LLC
TO
AGREEMENT REGARDING UTILITIES COVENANT

Signed and sealed in our presence as witnesses:

[Signature]
Print Name: Sarah Gibson

[Signature]
Print Name: Tommy Ponderkast

AS TO EDGEWOOD OCALA II:

EDGEWOOD OCALA II, LLC, a Delaware limited liability company

By: Edgewood Capital Advisors, LLC, a Delaware limited liability company
Its: Member and Manager

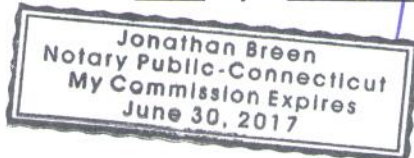
By: [Signature]
Print Name: THOMAS F. McDEVITT
Title: PRESIDENT / MEMBER
Date: 7-2-15

STATE OF Connecticut
COUNTY OF Fairfield Southport

The foregoing AGREEMENT REGARDING UTILITIES COVENANT was acknowledged before me by Thomas McDevitt, as the President of EDGEWOOD CAPITAL ADVISORS, LLC, a Delaware limited liability company, the MEMBER AND MANAGER of EDGEWOOD OCALA II, LLC, a Delaware limited liability company, who is:

☒ Personally known by me, OR
☐ Produced a driver's license as identification.

Dated: this 2nd day of July, 2015.



Print Name: Jonathan Breen
Notary Public, State of Connecticut
Commission Number: 16100
Commission Expires: 6/30/17



SIGNATURE PAGE OF EDGEWOOD
TO
AGREEMENT REGARDING UTILITIES COVENANT

Signed and sealed in our presence as witnesses:

[Signature]
Print Name: Sarah Gibson

[Signature]
Print Name: Sammy Henderson

AS TO EDGEWOOD OCALA:

EDGEWOOD OCALA, LLC, a Florida limited liability company

By: Edgewood MAC, LLC, its sole Member

By: Edgewood Capital Holdings II, LLC,
Its: Manager

By: Edgewood Capital Advisors, LLC,
Its: Manager

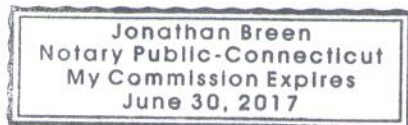
By: [Signature]
Print Name: Thomas McDevitt, its Manager
Date: 7-2-15

STATE OF Connecticut
COUNTY OF Fairfield Southport

The foregoing AGREEMENT REGARDING UTILITIES COVENANT was acknowledged before me by THOMAS MCDEVITT as its MANAGER of EDGEWOOD OCALA, LLC, a Florida limited liability company, by Edgewood Capital Advisors, LLC and Edgewood Capital Holdings II, LLC by Edgewood MAC, LLC its SOLE MEMBER who is:

X Personally known by me, OR
Produced a driver's license as identification.

Dated: this 2nd day of July 2015.



Print Name: Jonathan Breen
Notary Public, State of Connecticut
Commission Number: 161005
Commission Expires: 6/30/15



SCHEDULE OF EXHIBITS

EXHIBIT	REFERENCE	DESCRIPTION
A	Recital A	Legal Description - Springs Property
B	Recital B	Legals – Benefitted Properties
C	Recital B	Copy – Covenant
D	Recital C	Assignment Properties
E	Recital C	Copy – Assignment
F	Recital D	Deed – Springs Regional to Marion County

The North 1766.66 feet of the East 1616.66 feet of the NW ¼ of Section 36, Township 14 South, Range 22 East, Marion County, Florida. LESS AND EXCEPT the North 150 feet thereof.

AND

TOGETHER WITH an easement for ingress and egress AND for a utility easement over the East 25.00 feet of the NW ¼ and the SW ¼ of aforesaid Section 36, more particularly described as follows:

Permanent 25.00 foot sewer line easement and ingress and egress easement over the East 25.00 feet of the South 3,509.91 feet of the West ¼ of aforesaid Section 36, from the North right of way boundary of NE 35th Street to the South boundary of subject property.

AND

Temporary Access Easement over the East 40.00 feet of the South 3,509.91 feet of the West ¼ of aforesaid Section 36, from the North right of way boundary of NE 35th Street to the South boundary of the subject property, which easement will terminate on December 31, 1996.

Parcel 1

Marion County Tax Parcel No.: 15855-000-00

SEC 35 TWP 14 RGE 22 COM AT SW COR OF SE 1/4 OF SEC 35 TH N 00-35-53 E 30 FT TO N ROW OF NE 35TH ST TH S 89-24-35 E 475 FT TO POB TH N 00-35-53 E 400 FT TH S 89-24-35 E 950 FT TH N 00-35-53 E 2480 FT TH N 89-24-35 W 1214 FT TO E BDY OF SEMINOLE ELEC COOP ROW EASEMENT TH N 00-35-53 E 2231.32 FT TO S ROW LINE OF SEMINOLE ELECTRIC COOP ROW EASEMENT TH S 89-33-43 E ALG S ROW 2439.24 MOL TO E BDY OF NE 1/4 OF SEC 35 TH S ALG E BDY OF NE 1/4 OF TO W 1/4 COR OF SEC 35 TH PROCEED S ALG E BDY OF SE 1/4 OF SEC 35 TH N 89-24-35 W 2173.80 FT MOL TO POB.

Parcel 2

Marion County Tax Parcel No.: 15855-001-01

SEC 35 TWP 14 RGE 22 COM NE COR OF NW 1/4 S 89-24-20 W 139 FT FOR POB S 330.17 FT N 89-19-02 W 988.34 FT N 00-40-58 W 291.70 FT E TO POB

Parcel 3

Marion County Tax Parcel No.: 15864-000-00

SEC 36 TWP 14 RGE 22 COM AT SW COR OF SAID SEC 36 TH N 00-08-35 E 30 FT SAID PT BEING POB TH N 00-07-06 E 2618.22 FT TH N 00-06-19 E 2500.12 FT TH N 89-57-01 E 1021.76 FT TH S 00-02-35 W 1616.68 FT TH N 89-57-22 E 1616.68 FT TH S 00-03-46 W 887.44 FT TH S 89-56-05 E 661.07 FT TH S 00-03-10 E 663.10 FT TH N 89-56-40 W 662.26 FT TH S 00-03-01 W 1959.14 FT TH S 89-56-34 W 25.09 FT TH N 00-03-20 E 1933.85 FT TH S 89-47-56 W 1296.92 FT TH N 89-52-44 W 659.81 FT TH S 00-04-30 W 330.02 FT TH S 89-53-14 E 240.54 FT TH S 00-03-40 W 1596.06 FT TH N 89-52-45 W 902.43 FT TO POB.

Parcel 4

Marion County Tax Parcel No.: 15864-003-00

SEC 36 TWP 14 RGE 22 COM SE COR OF SW 1/4 TH N 00-33-01 E 30 FT TO N ROW LINE OF NE 35TH ST TH N 89-22-18 W 525 FT TH N 00-33-01 E 25 FT TO POB TH N 89-22-18 W 1216.19 FT TH N 00-33-01 E 1571.09 FT TH S 89-24-46 E 419.23 FT TH N 00-34-44 E 329.93 FT TH N 89-42-03 E 1296.82 FT TH S 00-33-01 W 1062.57 FT TH N 89-22-18 W 500 FT TH S 00-33-01 W 846.21 FT TO THE POB & COM AT THE SE COR OF SW 1/4 OF SEC 36 TH N 0-33-01 E 30 FT TH N 89-22-18 W 525 FT TO THE POB TH CONT N 89-22-18 W 1216.19 FT TH N 00-33-01 E 25 FT TH S 89-22-18 E 1216.19 FT TH S 00-33-01 W 25 FT TO THE POB EXC COM AT THE SE COR OF SW 1/4 OF SEC 36 TH N 00-33-01 E 30 FT TH N 89-22-18 W 525 FT TO THE POB TH CONT N 89-22-18 W 1216.19 FT TH N 00-33-01 E 20 FT TH S 89-22-18 E 1216.19 FT TH S 00-33-01 W 20 FT TO THE POB

EXHIBIT "B"
LEGAL DESCRIPTION – BENEFITTED PROPERTY

Parcel 5

Marion County Tax Parcel No.: 15866-000-00

SEC 36 TWP 14 RGE 22 COM AT SW COR TH RUN N ALG W BDRY 1956 FT TH E 660 FT OR POB TH E 660 FT TH S 330 FT TH W 660 FT TH N 330 FT TO POB LESS AND EXCEPT COM AT SW COR 36-14-22 TH N ALG W BDRY 1626 FT TH E 660 FT FOR POB TH E 210 FT TH N 210 FT T W 210 FT TH S 210 FT TO POB

Parcel 6

Marion County Tax Parcel No.: 15866-002-00

SEC 36 TWP 14 RGE 22 COM SW COR N 1626 FT E 660 FT FOR POB E 210 FT N 210 FT W 210 FTS 210 FT TO POB TOGETHER WITH A 20 FT WIDE EASEMENT FOR INGRESS AND EGRESS LYING 10 FT ON EITHER SIDE OF THE FOLLOWING DESC LINE: COM SW COR TH N 1626 FT TH E 670 FT TO POB TH S 06-39-53 E 136.97 FT TH S 69-04-09 E 277.80 FT TH S 73-24-29 E 302.61 FT TH S 13-44-01 W 192.15 FT TH S 34-47-21 W 667.53 FT TH S 25-15-01 W 270.39 FT TH S 37-07-51 W 546.98 FT TH S 02-12-51 W 80.04 FT TO A PT ON THE CENTERLINE OF NE 35TH ST SUBJECT TO A CTY RD ROW

Parcel 7

Marion County Tax Parcel No.: 15864-001-00

SEC 36 TWP 14 RGE 22 N 1766.66 FT OF E 1616.66 FT OF NW 1/4 EX N 150 FT THEREOF TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS AND FOR A UTILITY EASEMNT OVER E 25 FT OF NW 1/4 AND SW 1/4 OF SEC 36 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: PERMANENT 25 FT SEWER LINE EASEMENT AND INGRESS AND EGRESS EASEMENT OVER E 25 FT OF S 3509.91 FT OF W 1/2 OF SEC 36 FROM N ROW 35TH ST TO S BDY OF SUBJ PROPERTY

EXHIBIT "B"
LEGAL DESCRIPTION – BENEFITTED PROPERTY

Rec. 1500

This instrument was prepared by,
record and return to:
Lauren E. Merriam, III, Esquire
BLANCHARD, MERRIAM, ADEL & KIRKLAND, P.A.
Post Office Box 1869
Ocala, Florida 34478
Telephone: (904) 732-7218

FRANCES E. THISPIN, CLERK OF CIRCUIT COURT
FILE: 95087206
12/20/95 16:05
OR BOOK/PAGE: 2203/780
HARTIN COUNTY - *M. Alexander*

COVENANT

Silver Springs Regional Water & Sewer, Inc., a Florida Corporation (Silver Springs Regional), the owner of the property described on Exhibit "A" attached, does hereby covenant to Penelope Wagner (Wagner), her successors and/or assigns, that Silver Springs Regional, our successors and/or assigns, to all or any part of the property described on Exhibit "A" attached, do hereby agree that the property shall be subject to the following covenants which are for the benefit of and enforceable by Wagner, her successors and/or assigns:

Silver Springs Regional has purchased the property on Exhibit "A" attached from Wagner. Wagner presently owns adjacent properties in Sections 35 and 36, Township 14 South, Range 22 East.

Silver Springs Regional will provide a natural vegetation buffer along the entire western and southern boundary of the property described on Exhibit "A". If the existing natural vegetation buffer is removed, Silver Springs Regional must provide another natural vegetation buffer of cedar trees (or other natural vegetation acceptable to Wagner). The trees shall be at least 4 inches in diameter and 10 foot centers along the entire western and southern boundaries of the property. The buffer must be in place prior to the disposal of effluent on the property. Silver Springs Regional will perpetually maintain the trees and buffer zone and to replace any trees which die or become diseased or damaged.

Silver Springs Regional will minimize noise and smell from all activities conducted on the property so that Wagner's adjacent properties are not adversely affected.

Silver Springs Regional will provide water and sewer service to all of Wagner's properties lying in Sections 35 and 36, Township 14 South, Range 22 East, for single family residential (including mobile and modular homes) or commercial development with no impact fees or connection charges payable by Wagner, her successors and/or assigns, or residents for any improvements constructed on Wagner's properties.

Silver Springs Regional reserves 150,000 gallons per day or sewer treatment plant capacity for Wagner. This reservation of capacity shall expire if not used by Wagner by December 31, 2007.

If Wagner desires sewer treatment plant capacity beyond the original 600,000 gallons, and beyond the original 150,000 gallon reservation, Silver Springs Regional shall attempt to obtain the necessary permits for such expansion with Wagner being required to pay the actual costs for additional plant capacity beyond the original 600,000 gallons per day.

Silver Springs Regional waives all impact fees for water and sewer service and water and sewer connection charges from Wagner or assigns for all structures constructed on Wagner's properties lying in Sections 35 and 36, Township 14 South, Range 22 East. All impact fees and water and sewer connection charge waivers are fully transferable and assignable by Wagner.

Silver Springs Regional will make available effluent water for use on Wagner's properties for golf course construction, irrigation or other similar open space public usage if Wagner pays for any additional treatment for public access uses required by the Florida Department of Environmental Protection and, for the cost of transporting the effluent water to Wagner's properties.


EXHIBIT "C"
COPY - COVENANT

2 of 3

Silver Springs Regional will be clearing approximately 45 acres of the 60 acres described on Exhibit "A". Wagner has the right to sell the timber rights and allow the timber to be harvested from the property to be cleared by Silver Springs Regional provided that the timber harvesting and removal must be coordinated with Silver Springs Regional and its construction crew and schedule so as to not interfere with Silver Springs Regional's construction. Timber harvesting and removal must be concluded by January 31, 1996.

This covenant, if not earlier released, shall expire on December 31, 2020.

SILVER SPRINGS REGIONAL WATER
& SEWER, INC.


By: Michael Jacobs
Title: President

STATE OF FLORIDA)
COUNTY OF MARION)

The foregoing instrument was acknowledged before me this 19 day of December, 1995, by Michael Jacobs, the PRESIDENT of Silver Springs Regional Water & Sewer, Inc., a Florida corporation, on behalf of the corporation. \$/He is personally known to me or has produced _____ as identification.

Betsy L. Shank
Betsy L. Shank (Print Name)
Notary Public, State of Florida
My Commission Expires:



EXHIBIT "C"
COPY - COVENANT

EXHIBIT "A"

The North 1766.66 feet of the East 1616.66 feet of the NW 1/4 of Section 36, Township 14 South, Range 22 East, Marion County, Florida. LESS AND EXCEPT the North 150 feet thereof.

AND

TOGETHER WITH an easement for ingress and egress AND for a utility easement over the East 25.00 feet of the NW 1/4 and the SW 1/4 of aforesaid Section 36, more particularly described as follows:

Permanent 25.00 foot sewer line easement and ingress and egress easement over the East 25.00 feet of the South 3,509.91 feet of the West 1/2 of aforesaid Section 36, from the North right of way boundary of NE 35th Street to the South boundary of subject property.

AND

Temporary Access Easement over the East 40.00 feet of the South 3,509.91 feet of the West 1/2 of aforesaid Section 36, from the North right of way boundary of NE 35th Street to the South boundary of the subject property, which easement will terminate on December 31, 1996.

The foregoing easements are non-exclusive. GRANTOR and its successors and assigns reserve the right to use the easement area for any use not incompatible with GRANTEE's use. GRANTOR and its successors and assigns will hold GRANTEE harmless and repair any damage to GRANTEE's sewer line which damage results from GRANTOR's use of the easement area.

Parcel Exhibit "D-1"

Marion County Tax Parcel No.: 15855-000-00

SEC 35 TWP 14 RGE 22 COM AT SW COR OF SE 1/4 OF SEC 35 TH N 00-35-53 E 30 FT TO N ROW OF NE 35TH ST TH S 89-24-35 E 475 FT TO POB TH N 00-35-53 E 400 FT TH S 89-24-35 E 950 FT TH N 00-35-53 E 2480 FT TH N 89-24-35 W 1214 FT TO E BDY OF SEMINOLE ELEC COOP ROW EASEMENT TH N 00-35-53 E 2231.32 FT TO S ROW LINE OF SEMINOLE ELECTRIC COOP ROW EASEMENT TH S 89-33-43 E ALG S ROW 2439.24 MOL TO E BDY OF NE 1/4 OF SEC 35 TH S ALG E BDY OF NE 1/4 OF TO W 1/4 COR OF SEC 35 TH PROCEED S ALG E BDY OF SE 1/4 OF SEC 35 TH N 89-24-35 W 2173.80 FT MOL TO POB.

Parcel Exhibit "D-2"

Marion County Tax Parcel No.: 15855-001-01

SEC 35 TWP 14 RGE 22 COM NE COR OF NW 1/4 S 89-24-20 W 139 FT FOR POB S 330.17 FT N 89-19-02 W 988.34 FT N 00-40-58 W 291.70 FT E TO POB

ASSIGNMENT OF BENEFICIAL INTEREST

THIS ASSIGNMENT OF BENEFICIAL INTEREST (the "Assignment") dated as of July 18, 2005, is entered into by and between the **Penelope Wagner** hereof ("Assignor") and the Assignee **Justin Albright, Trustee of NE ASSETS TRUST under Land Trust Agreement with an effective date of July 18, 2005** hereof ("Assignee").

WHEREAS this Assignment relates to the Covenant Agreement dated December 19, 1995 and recorded in Marion County Book 2203 Page 780 between Penelope Wagner and Silver Springs Utility for the benefit of Assignor.;

WHEREAS as provided under the Covenant, the Assignor is and has a Beneficial Interest in said Covenant and may assign all or part of said Interest in the Covenant;

WHEREAS the Assignor proposes to assign to the Assignee the rights, claims, and interests of the Assignor under the Covenant for the rights to impact fee credits and reservations relating to:

All properties owned by Assignor (Wagner) in Section 35 Township 14 Range 22

Said rights shall only be for a maximum of 4 residential units per acre, which shall mean multi family residential or single family residential. No other rights to said Covenant as they relate to any of the Assignor's other properties are conveyed nor intended to be conveyed.

Assignee proposes to accept assignment of such rights from the Assignor on the terms and conditions set forth in the Covenant;

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, the parties hereto agree as follows:

SECTION 1. Assignment. The Assignor hereby assigns and sells to the Assignee the Assignor's rights, title, claims, and interest under the Covenant to the extent of the portion of the Assigned Beneficial Interest, and the Assignee hereby accepts such assignment from the Assignor. Upon the execution and delivery hereof by the parties hereto and the payment of the amounts specified in Section 3 required, the Assignee shall, as of the date hereof, succeed to all of the rights, title, claims, and interest of Assignor under the Covenant to the extent of the partial Assigned Beneficial Interest. The assignment provided for herein shall be without recourse to the Assignor.

SECTION 2. Payments. As consideration for the assignment and sale contemplated in Section 1 hereof, the Assignee shall pay to the Assignor on the date hereof an amount equal to [\$10.00].

SECTION 3. Nonreliance on Assignor. The Assignor makes no representation or warranty in connection with, and shall have no responsibility with respect to, the terms and conditions of the Covenant, or the validity and enforceability of the Covenant. The Assignee acknowledges that it has, independently and without reliance on the Assignor, reviewed the provisions of the Covenant and such other documents and information as it has deemed appropriate to make its decision to enter into this Assignment.

SECTION 4. Governing Law. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Florida, without reference to the conflicts or choice of law principles thereof.


SECTION 5. Counterparts. This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

Penelope Wagner Trustee Date 7/18/2005

INTERNATIONAL PROPERTY SERVICES
101 NE 1ST AVENUE
OCALA, FL 34470



EXHIBIT "E"
COPY - ASSIGNMENT

 Date 7/18/2005

STATE OF FLORIDA
COUNTY OF MARION

On 7/18/05 before me personally appeared Penelope Wagner and Justin Albright Trustee, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


Signature

THOMAS McDONALD
Notary Public, State of Florida
My comm. exp. Sept. 26, 2008
Comm. No. DD 357819

Affiant: ☒ Known ☐ Unknown

ID Produced: _____

EXHIBIT "E"
COPY - ASSIGNMENT

Property ID Number

THIS INSTRUMENT PREPARED BY:

Thomas A. Cloud, Esq.
GRAYROBINSON, P.A.
301 East Pine Street, Suite 1400
Post Office Box 3068
Orlando, FL 32802-3068
(407) 843-8880



DAVID R. ELLSPERMANN, CLERK OF COURT MARION COUNTY

DATE: 11/03/2005 02:44:42 PM

FILE #: 2005198356 OR BK 04232 PGS 0635-0667

RECORDING FEES 282.00

THIS TRANSACTION IS EXEMPT FROM
PAYMENT OF DOCUMENTARY STAMPS

For Recording Purposes Only

WARRANTY DEED

THIS WARRANTY DEED, made this 3rd day of November, 2005, by Silver Springs Regional Water & Sewer, Inc., a Florida corporation, hereinafter called the grantor, to Marion County, Florida, a political subdivision of the State of Florida whose post office address is 601 S.E. 25th Avenue, Ocala, Florida 34471, hereinafter called the grantee (whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations):

WITNESSETH: That the grantor, for and in consideration of the sum of ten dollars (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all of its interest in that certain land situate in Marion County, Florida, viz:

As more fully described on Exhibit "1" attached hereto.

TOGETHER with all improvements, fixtures, structures, plants, tanks, piping and facilities located thereon and attached thereto and all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

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

AND the granter hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land and easement land; that the grantor

hereby fully warrants the title to said land and that said land is free of all encumbrance, except real estate taxes for 2005, and subsequent years.

SUBJECT TO covenants, restrictions, reservations and easements of record, if any.

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

**SILVER SPRINGS REGIONAL WATER
AND SEWER, INC.**

Attest:

Kenneth M. Bong
Kenneth Bong, Vice President

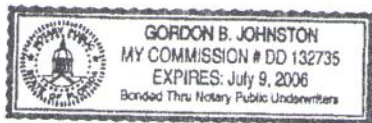
Janet Smith
Janet Smith, President

STATE OF FLORIDA
COUNTY OF MARION

[CORPORATE SEAL]

On the 3rd day of NOV., 2005, before me a Notary Public in and for said County and State, personally appeared TANET SMITH and KENNETH BONG, President and Vice President respectively of SILVER SPRINGS REGIONAL WATER AND SEWER, INC., who are personally known to me or produced _____, and acknowledge before me that they, with the authority of the corporation executed the foregoing franchise as such officers of said corporation, and that they affixed thereto the official seal of said corporation for and as the official act of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Gordon B. Johnston

Signature of Notary Public

GORDON B. JOHNSTON

(Print Notary Name)

My Commission Expires: 7/9/2006

Commission No.: DD 132735

☐ Personally known, or

☐ Produced Identification

Type of Identification Produced

EXHIBIT 1

Water Tower Site
Wastewater Facility
Quadvilla (Silver Oaks) Lot 1, Blk A
Quadvilla (Silver Oaks) Water Distribution Bill of Sale
Marion Pines M/H/P- Water distribution & collection
Lindale M/H/P - Water distribution & collection
Wells 1 & 3 Distribution lines & pumps
Lift Station A Campers Garden
Lift Station B Royal Manor
Lift Station C Marion Pines.
Lift Station D Lindale
Lift Station E Christian Youth Conference Ctr.

Exhibit1

EXHIBIT "F"
DEED - SPRINGS REGIONAL TO MARION COUNTY

Rec. 1050
Doc. 3500
cc 3.00

FRANCES P. THIGPIN, CLERK OF CIRCUIT COURT
FILE: 96-13390
02/26/96 09:20
OR BOOK/PAGE: 2222/626
MARION COUNTY - DC.

This instrument was prepared by,
record and return to:
Lauren E. Merriam, III
BLANCHARD, MERRIAM, ADEL & KIRKLAND, P.A.
Post Office Box 1869
Ocala, Florida 34478
Telephone: (904) 732-7218

Water
Tower
&
Lift Station
B

WARRANTY DEED

THIS INDENTURE, made this 20th day of February, 1995,
Between FLORIDA LEISURE ACQUISITION CORPORATION, a Delaware
Corporation, Grantor, whose post office address is Post Office Box
370, Silver Springs, Florida 34488-0370, and SILVER SPRINGS
REGIONAL WATER & SEWER, INC., a Florida not-for-profit Corporation,
whose post office address is Post Office Box 2439, Ocala, Florida
34488, Grantee,

WITNESS, that said Grantor, for and in consideration of the sum of TEN and
00/100 (\$10.00) DOLLARS, and other good and valuable considerations to said
Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged,
has granted, bargained and sold to the said Grantee, and Grantee's heirs and
assigns forever, the following described land, situate, lying and being in Marion
County, Florida, to-wit:

See Exhibit "A" attached

F.S. Section 689.02 required information: Property
Appraiser's Parcel I.D. Number 31756-000-00. Grantee's
Social Security Number Not Applicable.

Subject to:

1. Ad Valorem Taxes for 1995 and subsequent years.
2. Easement to City of Ocala in O.R. Book 643, Page 555 and O.R.
Book 1546, Page 171.
3. Drainage Easement in O.R. Book 1442, Page 1.

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

Grantor and Grantee are used for singular or plural, as context requires.

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

Signed, sealed and delivered
in our presence:

FLORIDA LEISURE ACQUISITION
CORPORATION, Grantor

TERRY R. KELLY Witness
(Print Name Beneath Signature)

by William Sims
Its President/CEO William Sims
(Print Name Beneath Signature)

Ram T. Doherty Witness
(Print Name Beneath Signature)

STATE OF FLA
COUNTY OF MARION

The foregoing instrument was acknowledged before me this 20th
day of February, 1995, by Bill Sims, the
President/CEO of FLORIDA LEISURE ACQUISITION CORPORATION,
who is personally known to me or who has produced
as identification.



Notary Public, State of Florida
NEVA RICHARDSON
My Comm. Exp. Mar 22, 1997
Comm. No. 00270108

Neva Richardson (Print Name)
Notary Public, State of FLA
My Commission Expires: Mar 22, 1997

EXHIBIT "F"
DEED - SPRINGS REGIONAL
TO MARION COUNTY

FILE: 96013390
OR BOOK/PAGE: 2222/627

2 of 2

Parcel 1:

A portion of Section 6, Township 15 South, Range 23 East, Marion County, Florida, being more particularly described as follows: Commence at the Northwest corner of the SW 1/4 of the NW 1/4 of said Section 6; thence S.89°51'28"E. 25.05 feet to a found iron rail on the East right of way line of N.E. 58th Avenue; thence departing said right of way line, continue S.89°51'28"E. 307.81 feet to a found concrete monument with disc stamped "Moorhead Eng. Co." and the Point of Beginning; thence N.00°09'44"E. 100.00 feet; thence S.89°51'28"E. 100.00 feet; thence S.00°09'44"W. 100.00 feet; thence N.89°51'28"W. 100.00 feet to the Point of Beginning.

Parcel 2:

Lift Station B: *Royal man 50 ft*
A 25' x 25' parcel of land located in the Northwest corner of Lot 18, SPAULDING'S SUBDIVISION, as per plat thereof recorded in Plat Book B, Page 221, Public Records of Marion County, Florida.

LESS additional right of way of NE 52nd Court (Silver Springs Airport Road) as shown in Official Records Book 255, Page 329, and more particularly described as follows: Commence at the intersection of the Northerly right of way line of State Road 40 (80.00 feet wide) with the Easterly right of way line of NE 52nd Court (60.00 feet wide); thence N.58°12'24"E. along said Northerly right of way line of State Road No. 40, 56.67 feet to the intersection with the Westerly boundary line of Lot 16; thence N.31°38'10"W. along the Westerly boundary line of Lot 16, 88.59 feet to the intersection with the Easterly right of way line of NE 52nd Court (Silver Springs Airport Road); thence North along the said Easterly right of way line of NE 52nd Court, 140.67 feet to the Northwest corner of Lot 18 and the Point of Beginning; thence N.83°53'59"E. along the North boundary line of Lot 18, 25.00 feet; thence South 25.00 feet; thence S.83°53'59"W. 25.00 feet to the Easterly right of way line of NE 52nd Court; thence North along said Easterly right of way, 25.00 feet to the Point of Beginning.

CERTIFIED: A TRUE COPY

FRANCES E. THIGPIN, CLERK

BY *[Signature]* D.C.

EXHIBIT "F"

DEED - SPRINGS REGIONAL TO MARION COUNTY

FOR SALE AND PURCHASE

ASSOCIATION OF REALTORS AND THE FLORIDA BAR

NELOPE WAGNER, TRUSTEE

105 S.E. 1st Avenue, Marathon, Florida 33050 (305) 289-9892
SILVER SPRINGS REGIONAL WATER & SEWER, INC., c/o ROBERT L. ROGERS (305) 289-9892
1105 S.E. 1st Avenue, Ocala, Florida 34471 (904) 622-9214

hereby agree that the Seller shall sell and Buyer shall buy the following real property ("Real Property") and personal property ("Personal Property") (collectively "Property") upon the following terms and conditions, which INCLUDE the Standards for Real Estate Transactions ("Standards") printed on the reverse of attached and any Riders and Addenda to this instrument.

I. DESCRIPTION

(a) Legal description of Real Property located in Marion County, Florida: The N. 1770' of the E. 1620' of the N.W. 4 of Section 36, Township 14 South, Range 22 East, Marion County, Florida. Less and except the North 150' thereof, and less and except all timber on property which shall be sold separately by Seller. Together with a easement for temporary ingress and egress; and for a permanent utility easement over the E. 25' of the N.W. 4 and the S.W. 4 of aforesaid Section 36. Seller or Assigns may relocate temporary easement for ingress and egress when Seller's property is developed.

(b) PURCHASE PRICE: To be adjusted \$4,000 per acre for actual acreage conveyed. \$240,000.00 & water & sewer hookups

II. PAYMENT:

(a) Deposit(s) to be held in escrow by International Property Services Trust Acct. -- amount of ... \$ 1.00
(b) Additional escrow deposit within n/a days after Effective Date in the amount of ... \$ -0-
(c) Subject to AND assumption of mortgage in good standing in favor of n/a having an approximate present principal balance of ... \$ -0-
(d) Purchase money mortgage and note bearing annual interest at n/a % (see Addendum) in amount of ... \$ -0-
(e) Other: Buyer to deposit \$12,000.00 as add. deposit on June 15, 1994 which \$ 12,000.00
(f) Balance of cash to be paid by Buyer (cashier's check), subject to adjustments and proration. \$ 227,999.00

III. TIME FOR ACCEPTANCE: EFFECTIVE DATE: FACSIMILE: If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or before March 18, 1994, the deposit(s) will, at Buyer's option, be returned to Buyer and this offer withdrawn. A facsimile copy of this Contract for Sale and Purchase ("Contract") and any signatures hereon shall be considered for all purposes as originals. The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed this offer. Contingency and due diligence period runs to June 15, 1994

IV. FINANCING:

(a) If the purchase price or any part of it is to be financed by a third-party loan, this Contract is conditioned on the Buyer obtaining a written commitment for (CHECK (1) or (2) or (3)): (1) a fixed, (2) an adjustable or (3) a fixed or adjustable rate loan within n/a days after Effective Date at an initial interest rate not to exceed n/a % term of n/a years and for the principal amount of \$ n/a. Buyer will make application within n/a days after Effective Date and use reasonable

diligence to obtain the loan commitment and, thereafter, to meet the terms and conditions of the commitment and close the loan. Buyer shall pay all loan expenses. If Buyer fails to obtain the commitment or fails to waive Buyer's rights under this subgraph within the time for obtaining the commitment or after diligent effort fails to meet the terms and conditions of the commitment, then either party may terminate this Contract by written notice to the other party within n/a days after the date of the deposit(s).

(b) The existing mortgage described in Paragraph (f) above has (CHECK (1) or (2)): (1) a variable interest rate or (2) a fixed interest rate of n/a % per annum. At time of title transfer some fixed interest rates are subject to increase. If increased, the rate shall not exceed n/a % per annum. Seller shall, within n/a days after

Effective Date, furnish statements from all mortgages stating principal balances, method of payment, interest rate and status of mortgages. If Buyer has agreed to assume a mortgage which requires approval of Buyer by the mortgagee for assumption, then Buyer shall promptly obtain all required applications and will diligently complete and return them to the mortgagee. Any mortgage charges (not to exceed \$ n/a) shall be paid by n/a. (If not listed in equity divided). If Buyer is not accepted by mortgagee or the requirements for assumption are not in accordance with the terms of this Contract or mortgagee makes a charge in excess of the stated amount, Seller or Buyer may rescind this Contract by prompt written notice to the other party unless either elects to pay the increase in interest rate or excess mortgage charges.

V. TITLE EVIDENCE: At least 30 days before closing date, Seller shall, at Seller's expense, deliver to Buyer or Buyer's attorney, in accordance with Standard A, (CHECK (1) or (2)): (1) abstract of title or (2) title insurance commitment and, after closing, owner's policy of title insurance.

VI. CLOSING DATE: This transaction shall be closed and the deed and other closing papers delivered on July 15, 1994, unless extended by other provisions of Contract.

VII. RESTRICTIONS; EASEMENTS; LIMITATIONS: Buyer shall take title subject to zoning, restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or otherwise common to the subdivision public utility easements of record (easements are to be located contiguous to Real Property lines and not more than 10 feet in width as to the rear or front lines and 7 1/2 feet in width as to the side lines, unless otherwise stated herein) least for year of closing and subsequent years, assumed mortgages and purchase money mortgages, if any; Other: Those of record

that there shall at closing no violation of the foregoing and none of them prevents use of Real Property for waste water treatment plant and waste water effluent disposal field.

VIII. OCCUPANCY: Seller warrants that there are no parties in occupancy other than Seller; but, if Property is intended to be rented or occupied beyond closing, the last and terms thereof shall be stated herein and the tenant(s) or occupants disclosed pursuant to Standard F. Seller agrees to deliver occupancy of Property at time of closing unless otherwise stated herein. If occupancy is to be delivered before closing, Buyer assumes all risk of loss to Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have accepted Property in its existing condition as of time of taking occupancy unless otherwise stated herein or in a separate writing.

IX. TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions shall control all printed provisions of Contract in conflict with them.

X. RIDERS: (CHECK if any of the following Riders are applicable and are attached to this Contract):

(a) ☐ COASTAL CONSTRUCTION CONTROL LINE RIDER (c) ☐ FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT RIDER (e) ☐ PHA/VA RIDER
(b) ☐ CONDOMINIUM RIDER (d) ☐ INSULATION RIDER (f) ☐ OTHER:

XI. ASSIGNABILITY: (CHECK (1) or (2)): Buyer (1) may assign or (2) may not assign this Contract.

XII. SPECIAL CLAUSES: (CHECK (1) or (2)): Addendum (1) is attached or (2) there is no Addendum.

XIII. TIME IS OF THE ESSENCE OF THIS CONTRACT.

XIV. DISCLOSURES: Buyer (CHECK) acknowledges or does not acknowledge receipt of the agency/redon/compensation and estimated closing costs disclosures. THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS AND THE FLORIDA BAR. Approved does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested parties.

SILVER SPRINGS REGIONAL WATER & SEWER, INC., c/o ROBERT L. ROGERS, TRUSTEE

BY: [Signature] 3/14/94 Date [Signature] 3/14/94 Date

(Buyer) Social Security or Tax ID # [Signature] (Seller) Social Security or Tax ID # 289-9892

(Buyer) Social Security or Tax ID # [Signature] (Seller) Social Security or Tax ID #

Deposit under Paragraph (a) received: IF OTHER THAN CASH, THEN SUBJECT TO CLEARANCE. INTL. PROPERTY SERVICES CORP. (Escrow Agent)

BROKER'S FEE: (CHECK AND COMPLETE THE ONE APPLICABLE) By: [Signature]

☐ IF A LISTING AGREEMENT IS CURRENTLY IN EFFECT

☐ Seller agrees to pay the Broker named below, including compensating sub-agents named, according to the terms of an existing, separate listing agreement.

☐ IF NO LISTING AGREEMENT IS CURRENTLY IN EFFECT

Seller agrees to pay the Broker named below, at time of closing, from the disbursements of the proceeds of the sale, compensation in the amount of (COMPLETE ONLY ONE):

10 % of gross purchase price or \$ n/a, for Broker's services in effecting the sale by finding the Buyer ready, willing and able to purchase pursuant to the foregoing Contract.

If Buyer fails to perform and deposit(s) is retained, 60% thereof, but not exceeding the Broker's fee above provided, shall be paid to Broker as full compensation for Broker's services, including costs expended by Broker, and the balance shall be paid to Seller. If the transaction shall not close because of refusal or failure of Buyer to perform, Seller shall pay the full fee to Broker on demand in any litigation arising out of the Contract concerning the Broker's fee, the prevailing party shall receive reasonable attorney's fees and costs.

INTL. PROPERTY SERVICES CORP. INTL. PROPERTY SERVICES CORP. [Signature]

EXHIBIT "A" Page 1

ADDENDUM TO CONTRACT FOR SALE AND PURCHASE BETWEEN
PENELOPE WAGNER, SELLER and
SILVER SPRINGS REGIONAL WATER & SEWER, INC., BUYER

1.00 CONTINGENCIES OF CONTRACT:

1.01 ENVIRONMENTAL AUDIT: BUYER and BUYER'S Agents and Representatives shall have access to the subject Property prior to closing for the purpose of having a Phase I Environmental Audit of the Property performed by a qualified environmental auditor, in accordance with the provisions of the Comprehensive Environmental Response, Compensation Liability Act (42 U.S.C. paragraph 9601, et. seq.). If desired by BUYER, BUYER may have a Phase II Environmental Audit performed on the subject Property. In either event, should either the Phase I or Phase II Audit be unsatisfactory, BUYER shall have the option of cancelling this Contract and procuring a return of all deposits tendered.

1.02 The purchase of Property is specifically contingent upon Property being physically and legally suitable for BUYER'S intended use as a waste water treatment plant and waste water effluent disposal site. BUYER shall only be obligated to purchase Property if all permits allowing a waste water treatment plant and a waste water effluent disposal site can be obtained. Property must meet Florida Department of Environmental Protection requirements for a waste water treatment facility and waste water effluent disposal field, a Special Use Permit must be obtained from Marion County and a favorable approval must be obtained from an endangered species survey conducted by BUYER.

1.03 SELLER agrees to cooperate with BUYER in every way to assure suitability of Property for BUYER'S intended use, which shall include acquisition of a Special Use Permit from Marion County for a waste water treatment plant and waste water effluent disposal field. BUYER shall make application for said Special Use Permit within 30 days from date this Contract is fully executed by both BUYER and SELLER and BUYER shall diligently pursue special use application. BUYER shall pay all costs associated with Special Use Permit application and all costs necessary to utilize the Property for a waste water plant and waste water effluent disposal site.

1.04 SELLER further agrees to consent to any and all other studies or analysis which BUYER may need to conduct prior to closing, ALL at BUYER'S expense.

1.05 All conditions for the benefit of BUYER may be waived in whole or in part by BUYER.

1.06 BUYER has until June 15, 1994 to perform all necessary tests, satisfy contingencies, and deposit \$12,00 in Escrow.

1.07 In the event BUYER gives written notice to Escrow Agent on or before June 15, 1994, that BUYER has determined the Property is not suitable for BUYER'S intended use or that one or more of the conditions to this contract have not been or cannot be satisfied to the satisfaction of BUYER, the Escrow Agent shall return the Escrow Deposit to BUYER and this Agreement shall be of no further force and effect.

2.00 ALLEVENTS CLAUSE: In the event BUYER fails to close on the purchase of this property by September 15th, 1994, for whatever reason, SELLER may return BUYER'S deposit back to BUYER in full settlement of any claims; whereupon, SELLER will be relieved of all obligations under this Contract.

3.00 BUYER TO DO THE FOLLOWING:

3.01 Plant Cedar, Leyland Cypress, Pine and Oak trees in the 50 foot to 100 foot setback area which BUYER will not be utilizing for intensive hay or farm operations so that the spray field is not visible from any adjoining properties within 2 to 3 years after planting above barrier trees.

3.02 Minimize noise and smell from spray field operations so that all adjoining and nearby properties are not adversely affected.

3.03 Construct the actual waste water treatment plant within the property described herein to provide as much buffering to the SELLER'S property and in general with the schematic sketch attached as Exhibit "B" hereto and which is sketch shown on Special Exception application.

3.04 Provide water and sewer service for all SELLER'S property lying in Sections 35 and 36, Township 13 South, Range 22 East, regardless of density with no impact fees or connection charges to any of the Residents or for any improvements constructed thereon. BUYER shall construct water and sewer lines to the edge of SELLER'S property with SELLER paying all costs for water and sewer lines within the proposed development area owned by SELLER or SELLER'S assigns.

3.05 If requested by SELLER, BUYER shall make available sufficient quantity of effluent water for use on SELLER'S property for golf course construction, irrigation, or other similar open space public usage, with SELLER providing for any additional treatment of the effluent for public use and all improvements required for the irrigation.

3.06 Waive impact fees for water and sewer and water and sewer connection charges from SELLER or Assigns for ALL structures constructed on SELLER'S property lying in Section 35 and 36, Township 13 South, Range 22 East. Impact fee and water and sewer connection charge waiver shall be fully transferable by SELLER to future owners of SELLER'S property.

3.07 Execute on agricultural lease with SELLER or SELLER'S assigns, allowing SELLER to grow hay, agricultural crops, or conduct agricultural operations on property subject to BUYER'S approval.

EXHIBIT "F"
DEED - SPRINGS REGIONAL
TO MARION COUNTY

Penelope Wagner, Trustee

Silver Springs Regional Waste & Sewer
By: E.L. Foster, Jr.

By: Penelope Wagner
(Seller)

(Date)

By: E.L. Foster, Jr.
(Buyer)

(Date)

This instrument was prepared by:

G. SHEPPARD W. DOZIER
9 NE First Avenue
Ocala, FL 34470

Grantee's Federal Identification No:
Parcel Account #2418-001-001

DAVID R ELLSPERMANN
CLERK OF MARION COUNTY
BK 03210 PG 1355
FILE NUM 2002085763

RECORDED 08/01/2002 12:15:11 PM
DID MK: TAX 16.80
RECORDING FEE \$ 6.00
RECORDED BY J Hensley

AUG 13 2002
FILE

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 31 day of July, 2002, by and between MARION UTILITIES, INC., a Florida corporation, whose mailing address is P. O. Box 280, Silver Springs, FL 34489, hereinafter referred to as Grantor* and SILVER SPRINGS REGIONAL WATER & SEWER, INC., a Florida corporation, whose mailing address is 5300 East Silver Springs Blvd., Silver Springs, FL 34488, hereinafter referred to as Grantee*.

WITNESSETH, that Grantor, in consideration of the sum of Ten and no/100 Dollars, and other valuable consideration to Grantor in hand paid by said Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to Grantee, Grantee's heirs, successors and assigns forever, the following described land, situate, lying and being in Marion County, Florida, to-wit:

Lot 1, Block A, QUADVILLA ESTATES, as per plat thereof recorded in Plat Book T, Page 90, Public Records of Marion County, Florida.

Subject to easements, covenants, restrictions and reservations of record, if any; however, such reference shall not serve to reimpose the same, and taxes for the year 2002 and subsequent years.

Grantor does hereby specially warrant the title to said property only against the lawful claims of persons claiming by, through or under Grantor, subject to the exceptions set forth above. *Grantor and "grantee" are used for singular or plural as context requires.

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

Signed, sealed and delivered
in our presence at witnesses:

Name: G. Sheppard Dozier

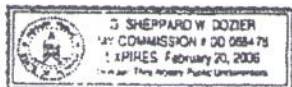
Name: Timothy E. Thompson

MARION UTILITIES, INC.

BY: (Signature) (SEAL)
TIMOTHY E. THOMPSON, President

STATE OF FLORIDA
COUNTY OF MARION

THE FOREGOING INSTRUMENT was acknowledged before me this 31 day of July, 2002, by TIMOTHY E. THOMPSON, President of MARION UTILITIES, INC., a Florida corporation, on behalf of said corporation, who is personally known to me ☒ or who produced a driver's license as identification ☐.



(Signature)
Notary Public
My Commission Expires:

EXHIBIT "F"
DEED - SPRINGS REGIONAL TO MARION COUNTY

CLOSING STATEMENT

Marion Utilities, Inc. sale to Silver Springs Regional Water & Sewer, Inc.
SH/QV Water System

July 31, 2002

SALE PRICE		\$260,000.00
2002 Ad Valorem Tax Proration (Nov. \$122.31/212 days)	\$ 72.08	
Tangible Tax Proration (Nov. \$886.85/212 days)	<u>515.16</u>	\$ <u>587.24</u>
Balance		\$259,412.76

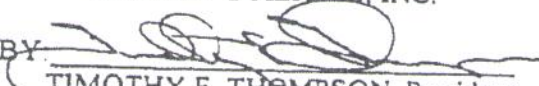
SELLER'S EXPENSES

Doc Stamps on Deed	\$ 16.80	
Title Insurance	270.00	
PSC Application and Advertising (\$850.00)	POC	
Commission	25,377.60	
Attorney's Fee	<u>4,500.00</u>	\$ <u>30,164.40</u>
Amount Due Seller		\$ <u>229,248.36</u>

BUYER'S EXPENSES

Record Special Warranty Deed	\$ <u>6.00</u>	\$ <u>6.00</u>
Amount Due From Buyer		\$ <u>259,418.76</u>

The 2002 ad valorem and tangible tax prorations are based upon the 2001 November tax amounts. Either Buyer or Seller may request reparation of taxes upon receipt of the tax bills in November and adjust accordingly. The proration date is July 31, 2002. Buyer is responsible for payment of the 2002 ad valorem and tangible taxes. Buyer and Seller hereby approve this closing statement and authorize disbursement in accordance with the same.

MARION UTILITIES, INC.
BY: 
TIMOTHY E. THOMPSON, President

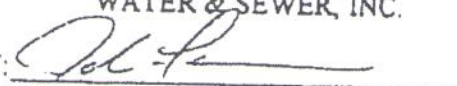
SILVER SPRINGS REGIONAL
WATER & SEWER, INC.
BY: 
JOHN FANNON, President

EXHIBIT "F"
DEED - SPRINGS REGIONAL TO MARION COUNTY

CLOSING AGREEMENT

THIS CLOSING AGREEMENT entered into this 31 day of July, 2002, by and between Marion Utilities, Inc., a Florida Corporation ("Marion Utilities") and Silver Springs Regional Water & Sewer, Inc., a Florida Corporation ("Silver Springs").

WITNESSETH:

WHEREAS, a closing was held this date under the terms of that certain Agreement for Purchase and Sale of Certain Water Assets by and between Marion Utilities and Silver Springs, dated May 31, 2001 (the "Agreement"); and

WHEREAS, there are certain duties and obligations of the parties under the Agreement that survive the closing as set forth in the Agreement; and

WHEREAS, certain agreements have been reached by the parties subsequent to execution of the Agreement regarding specific obligations of the parties under the Agreement and the parties desire to memorialize those agreements.

NOW, THEREFORE, in consideration of the foregoing recitals and the benefits to be derived from the mutual covenants contained herein and other good and valuable consideration, the parties agree as follows:

1. Marion Utilities has installed six (6") inch and eight (8") inch water lines and four (4) hydrants as required under Section 2.3 of the Agreement and has ordered the 5/8 x 3/4 master meters with Dialog MJ05-1BA-AAA or equivalent from US Filter, with an anticipated delivery date of on or before August 15, 2002. The Agreement requires Marion Utilities to install these water meters, but Silver Springs has decided, because of factors unrelated to the Agreement, to install the water meters, and Marion Utilities is hereby relieved from its duties and obligation to install the water meters. Marion Utilities shall cause the water meters to be delivered to Silver Springs' office location or the job sites, whichever Silver Springs elects.

To secure its obligations under this paragraph, Marion Utilities directs G. Sheppard W. Dozier to disbursement \$20,000.00 of the Amount Due Seller on the Closing Statement to Charles DeMenzes ("DeMenzes"), who shall hold these funds in trust for the parties until Marion Utilities delivers the water meters to Silver Springs. In the event Marion Utilities fails to deliver the water meters to Silver Springs within thirty (30) days of the date of this Closing Agreement, DeMenzes shall pay to Silver Springs the cost incurred by Silver Springs to purchase the water meters from the \$20,000.00 held by him. DeMenzes, by execution of this Closing Agreement, acknowledges receipt of the sum of \$20,000.00, and agrees to be bound by the terms of this paragraph.

EXHIBIT "F"
DEED - SPRINGS REGIONAL TO MARION COUNTY

2. Marion Utilities read all of the meters of its customers on July 30, 2002, and invoices for July service shall be sent to its customers by Marion Utilities on Marion Utilities letterhead. The invoices will be accompanied by a letter directing its customers to pay Silver Springs the sums due under the invoice. In addition to the unbilled revenue as defined in Section 10.3 of the Agreement, Marion Utilities shall be entitled to all reconnection fees and past due charges for service provided during the month of July, 2002.

3. Marion Utilities this date transferred to Silver Springs all customer deposits held by it, a copy of a customer list detailing the deposits transferred by Marion Utilities to Silver Springs is attached hereto. Silver Springs assumes all liability and responsibility for the customer deposits transferred to it by Marion Utilities and shall indemnify and hold Marion Utilities harmless regarding these deposits.


4. Silver Springs is responsible for payment of any sales tax liability incurred in connection with this transaction.

5. Silver Springs acknowledges receipt from Marion Utilities of all documents and other items required to be delivered to Silver Springs by Marion Utilities under the Agreement.

6. Except as may be modified herein, all other terms and conditions of the Agreement are hereby ratified and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in our presence as witnesses:

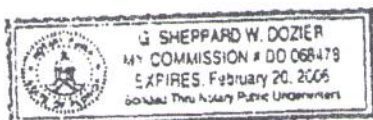


STATE OF FLORIDA
COUNTY OF MARION

MARION UTILITIES, INC.

BY: 
TIMOTHY E. THOMPSON, President

The foregoing was acknowledged before me this 31 day of July, 2002, by TIMOTHY E. THOMPSON, President of MARION UTILITIES, INC., a Florida corporation, on behalf of said corporation, who is personally known to me ☐ or produced a driver's license as identification ☒.





Notary Public
My Commission Expires:

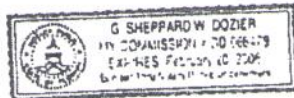
EXHIBIT "F"
DEED - SPRINGS REGIONAL TO MARION COUNTY

Signed, sealed and delivered
in our presence as witnesses:

John Thompson

STATE OF FLORIDA
COUNTY OF MARION

The foregoing was acknowledged before me this 31 day of July, 2002, by JOHN FANNON, President of SILVER SPRINGS REGIONAL WATER & SEWER, INC., a Florida corporation, on behalf of said corporation, who is personally known to me () or produced a driver's license as identification (✓).



SILVER SPRINGS REGIONAL
WATER & SEWER, INC.

BY: *John Fannon*
JOHN FANNON, President

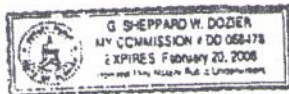
G. Sheppard W. Dozier
Notary Public
My Commission Expires:

Signed, sealed and delivered
in our presence as witnesses:

John Thompson

STATE OF FLORIDA
COUNTY OF MARION

The foregoing was acknowledged before me this 31 day of July, 2002, by CHARLES DeMENZES, who is personally known to me () or produced a driver's license as identification (✓).



Charles DeMenzes
CHARLES DeMENZES

G. Sheppard W. Dozier
Notary Public
My Commission Expires:

EXHIBIT "F"
DEED - SPRINGS REGIONAL TO MARION COUNTY

EASEMENT

Marion Pines

KNOW ALL MEN BY THESE PRESENTS, that Arthur A. Steen of 2828 NE 49th Avenue, Silver Springs, Florida for and in consideration of ten dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, do hereby convey and grant to SILVER SPRINGS REGIONAL WATER AND SEWER, INC., a non-profit corporation existing under the laws of the State of Florida, a utility easement for the purpose of construction, installation, maintaining and replacing a wastewater lift station and transmission line and/or a water distribution line, with required appurtenances, over, under and across the following described property located in Marion County, Florida, to wit:

SEE ATTACHED EXHIBIT "A"

with the provision that the property shall be returned to its original condition after completion of construction.

And to place such attachments thereto, as may be necessary in the construction of said lines, including the right to trim, cut and keep clear of said lines all trees and roots which may endanger the same, with the right to go upon said land from time to time as may be necessary to construct, install, maintain, and repair said line.

The easement, rights and privileges herein granted shall be perpetual and shall be deemed to run with the land. The undersigned hereby binds himself, his heirs and legal representatives, to warrant and forever defend the above described easement and rights unto the Silver Springs Regional Water and Sewer, Inc., their successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This instrument shall be binding upon and shall inure to the benefit of the heirs, executors, administrators and assigns of the parties hereto. The undersigned also retains, reserves and shall continue to enjoy use of the service of such property for any and all purposes which do not interfere with and prevent the use of Silver Springs Regional Water and Sewer, Inc. of the rights stated herein within the easement.

The undersigned hereby covenants and warrants that he owns the said land and has the right to grant this easement.

IN WITNESS WHEREOF, the undersigned grantor has hereunto set their hand and seal this 2 day of MARCH, 1995.

By:

Name

Arthur A. Steen

Title

By:

Name

Title

FRANCES E. THIGPIN, CLERK OF CIRCUIT COURT

FILE: 95089229

12/28/95 16:17

OF BOOK/PAGE: 2825/1586

MARION COUNTY - 5.22ac

DC

SIGNED, SEALED AND DELIVERED
IN OUR PRESENCE AS WITNESSES:

Printed Name

FRANK V. ARMSTRONG

EXHIBIT "F"

DEED - SPRINGS REGIONAL TO MARION COUNTY

NOTARY CERTIFICATE IF GRANTOR IS A CORPORATION:

STATE OF
COUNTY OF

Before me this day personally appeared _____
and _____ as _____
and Secretary respectively of _____
_____ to well known to be the persons
described in and who executed the foregoing instrument and who
acknowledged that they did so as officers of said corporation all
by and with the authority of the Board of Directors of said
corporation.

WITNESS my hand and official seal this ____ day of _____, 1995.

My Commission expires:

By: _____
Notary Public, State of
Florida at large

NOTARY CERTIFICATE IF GRANTOR IS NOT A CORPORATION:

STATE OF *Florida*
COUNTY OF *Marion*

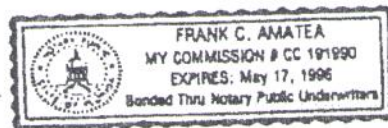
Before me this day personally appeared *Arthur A. Stuenkel*
_____ to me well known to be the persons
described in and who executed the foregoing instrument and who
acknowledged that he/she did so freely and voluntarily for the uses
and purposes therein expressed. *I know the person.*

Witness my hand and seal this *2* day of *March*, 19*95*

My Commission expires:

By: *F. C. Amatea*
Notary Public, State of
Florida at large

FILE: 95089229
OR BOOK/PAGE: 2205/1587



2 of 3

EXHIBIT "F"
DEED - SPRINGS REGIONAL TO MARION COUNTY

EXHIBIT "A"

A 25' X 25' PARCEL OF PROPERTY FOR A WASTEWATER LIFT STATION, AND STRIP OF LAND FIFTEEN (15') FEET IN WIDTH LYING SEVEN AND ONE-HALF (7.5') FEET ON BOTH SIDES OF THE COMPLETED CONSTRUCTION OF THE WASTEWATER TRANSMISSION LINES AND THE WATER DISTRIBUTION LINES ACROSS THE FOLLOWING DESCRIBED PROPERTY:

PARCEL #1:

COMMENCE AT THE SE CORNER OF THE NW 1/4 OF SECTION 1, TOWNSHIP 15 SOUTH, RANGE 22 EAST, THENCE RUN N.0 24'45"E. 341.32 FEET, THENCE S.58 57'28"W. 255.48 FEET, THENCE N.89 59'17"W. 585.69 FEET, THENCE N.78 21'28"W. 194.05 FEET, THENCE S.88 28'40"W. 250.67 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING RUN S.88 28'40"W. 900 FEET, THENCE N.0 43'15" E. 325.02 FEET, THENCE N.88 28'40"E. 900 FEET, THENCE S.0 43'15"W. 325.02 FEET TO THE POINT OF BEGINNING.

PARCEL #2:

COMMENCE AT THE SE CORNER OF THE NW 1/4 OF SECTION 1, TOWNSHIP 15 SOUTH, RANGE 22 EAST, THENCE RUN N.89 59'17"W. A DISTANCE OF 640 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING CONTINUE N.89 59'17"W. A DISTANCE OF 2,019 FEET TO THE SW CORNER OF SAID NW 1/4, THENCE RUN N.0 43'12"E. ALONG THE WEST BOUNDARY OF SAID NW 1/4 A DISTANCE OF 218.88 FEET, THENCE RUN N.88 28'40"E. A DISTANCE OF 1,690.36 FEET, THENCE RUN S.78 21'28"E. A DISTANCE OF 194.05 FEET, THENCE RUN 138.43' S.89 59'17"E. TO A POINT WHICH IS N.0 24'45"E. 225.02 FEET FROM THE POINT OF BEGINNING, THENCE RUN S.0 24'45"W. A DISTANCE OF 225.02 FEET TO THE POINT OF BEGINNING.

PARCEL #3:

COMMENCE AT THE SE CORNER OF THE NW 1/4 OF SECTION 1, TOWNSHIP 15 SOUTH, RANGE 22 EAST, THENCE RUN N.0 24'45"E. 341.32 FEET, THENCE S.58 57'28"W. 225.48 FEET, THENCE N.89 59'17"W. 585.69 FEET, THENCE N.78 21'28"W. 194.05 FEET, THENCE S.88 28'40"W. 1,150.67 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING RUN S.88 28'40"W. 539.69 FEET, THENCE N.0 43'12"E. ALONG THE WEST BOUNDARY OF THE NW 1/4 OF SAID SECTION 1, 325.02 FEET, THENCE N.88 28'40"E. 539.69 FEET, THENCE S.0 43'15"W. 325.02 FEET TO THE POINT OF BEGINNING.

EXHIBIT "F"
DEED - SPRINGS REGIONAL TO MARION COUNTY

This Instrument Prepared By:
Eugene A. Wiechens, Esquire
LANDT, WIECHENS, TROW & LAPEER
Post Office Box 2045
Ocala, Florida 34478

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that LEO A. WIECHENS AND ROSELLA M. WIECHENS, as Co-Trustees of THE LEO A. AND ROSELLA M. WIECHENS REVOCABLE TRUST DATED SEPTEMBER 18, 1996, and VIRGINIA N. ADAMS, as Trustee of THE VIRGINIA N. ADAMS LIVING TRUST DATED September 7, 1988, as the Owners of LINDALE MOBILE HOME PARK, located at 5431 Northeast 35th Street, Silver Springs, Florida 34488, hereinafter referred to as "Seller", for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations, paid by SILVER SPRINGS REGIONAL WATER AND SEWER, INC., a Florida Corporation, whose address is 5751 East Silver Springs Boulevard, Silver Springs, Florida 34488, hereinafter referred to as "Buyer", the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, transferred and delivered and by these presents do hereby grant, bargain, sell, transfer and deliver to the Buyers the following goods and chattels, to-wit:

All water and sewer lines owned by the Seller located in LINDALE MOBILE HOME PARK, located at 5431 Northeast 35th Street, Silver Springs, Florida 34488. The Buyer shall be responsible for maintaining the sewer lines to a point where the connections are stubbed out and the water lines to the meters, for each mobile home located in LINDALE MOBILE HOME PARK.

~~TO HAVE AND TO HOLD the same unto the Buyer forever; however~~
The Seller covenants to and with the Buyer that they are the lawful owners of the above sewer and water lines, the same are free

EXHIBIT "F"
DEED - SPRINGS REGIONAL TO MARION COUNTY

and clear of all encumbrances, they have good right and authority to transfer the said as aforesaid and they will warrant and defend the title to the property unto the Buyer against all lawful claims and demands of all persons whomsoever.

The Buyer acknowledge that the above water and sewer lines are being acquired "as is". Seller warrants that there are no facts known to Seller materially affecting the above described goods and chattels which are not readily observable by Buyer, or which have not been disclosed to the Buyer.

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale to be executed this the 11th day of March, 1998.

Signed, sealed and delivered
in our presence as witnesses:

Wanda S. Mentzer
Witness: Wanda S. Mentzer

Eugene A. Wiechens
Witness: Eugene A. Wiechens

Leo A. Wiechens
LEO A. WIECHENS, as Co-Trustee
of the Leo A. and Rosella M.
Wiechens Revocable Trust dated
September 18, 1996, Seller

Rosella M. Wiechens
ROSELLA M. WIECHENS, as Co-
Trustee of the Leo A. and
Rosella M. Wiechens Revocable
Trust dated September 18, 1996,
Seller

Eugene A. Wiechens
Witness: Eugene A. Wiechens

Sandra Jerald
Witness: Sandra Jerald

Virginia N. Adams
VIRGINIA N. ADAMS, as Trustee
of the Virginia N. Adams Living
Trust dated September 7, 1988,
Seller

EXHIBIT "F"
DEED - SPRINGS REGIONAL TO MARION COUNTY

STATE OF FLORIDA
COUNTY OF MARION

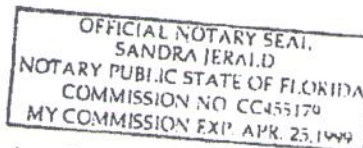
I HEREBY CERTIFY, that on this day before me, an officer duly qualified to take acknowledgments, personally appeared LEO A. WIECHENS and his wife, ROSELLA M. WIECHENS, to me personally known or who produced Personally Known as identification.

WITNESS my hand and official seal in the County and State last aforesaid, this the 11th day of March, 1998.

Sandra Jerald
Notary Public: Sandra Jerald
State of Florida at Large

My Commission Expires:

STATE OF FLORIDA
COUNTY OF MARION

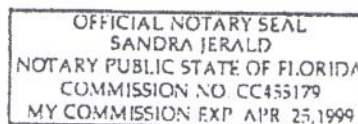


I HEREBY CERTIFY, that on this day before me, an officer duly qualified to take acknowledgments, personally appeared VIRGINIA N. ADAMS, to me personally known or who produced Personally Known as identification.

WITNESS my hand and official seal in the County and State last aforesaid, this the 11th day of March, 1998.

Sandra Jerald
Notary Public: Sandra Jerald
State of Florida at Large

My Commission Expires:



F:\WP60\E\WANDA\BOS

EXHIBIT "F"
DEED - SPRINGS REGIONAL TO MARION COUNTY

Wells
1 & 3
Lines, Pumps
& Appurtenances

EXHIBIT "F"
DEED - SPRINGS REGIONAL TO MARION COUNTY

APPROVED BY LAW
3000 INDEPENDENT DRIVE
JACKSONVILLE, FL 32222

RECORD
RETURN

93-085799

RECORDED & FILED
VERIFIED
MARION COUNTY, FL

93 DEC 10 PM 4:00

BM 1985PG 1164

247

INSTRUMENT OF CONVEYANCE
AND BILL OF SALE

FLORIDA LEISURE ACQUISITION CORPORATION, a Delaware corporation (hereinafter referred to as "Seller"), in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby quitclaim, convey and sell unto SILVER SPRINGS REGIONAL WATER & SEWER, INC., a non-profit corporation organized and operating under Chapter 617, Florida Statutes (hereinafter referred to as "Purchaser"), effective upon the date set forth below, all of Seller's right, title and interest in and to those certain items of personal property, if any, installed in or located upon the real property more particularly described in Exhibit "A" attached hereto, currently being used or to be used for the pumping, storage and distribution of water and the collection of wastewater, including but not limited to, pumps and well equipment, water storage distribution and transmission lines, mains, services, appurtenances, and facilities, sewer lift stations, force mains, sewer collection and transmission lines, mains, laterals, services, appurtenances and facilities, to the extent the same are located on the real property described on Exhibit "A" attached hereto and by this reference made a part hereof.

TO HAVE AND TO HOLD the same unto Purchaser, its successors and assigns forever.

BY ACCEPTANCE of this Bill of Sale, Purchaser acknowledges and agrees that it has inspected the above referenced property and is purchasing the same in its present "AS IS" condition, with all faults, and that Seller makes no warranty of any kind whatsoever, express or implied, with respect to the condition of the property or its fitness for any particular purpose.

BY THE ACCEPTANCE hereof, Purchaser acknowledges its authority to accept the property conveyed herein and Purchaser agrees and covenants to provide water and utility service therewith, in accordance with its service obligation, to all real property owned by Seller and Seller's successors in title, located in Sections 1, 11 and 12, Township 15 South, Range 22 East; Sections 6 and 7, Township 15 South, Range 23 East; Sections 3, 4 and 5, Township 15 South, Range 23 East; Sections 31 and 33, Township 14 South, Range 23 East, all in Marion County, Florida, and to the improvements now or hereafter located thereon, to the extent the foregoing property is located in Purchaser's service area, in accordance with Purchaser's service obligation.

THIS CONVEYANCE SHALL BE EFFECTIVE upon the date upon which the following conditions precedent (any one or more of which may be waived by Seller in writing) have been met or performed: (i) Purchaser has obtained all necessary approvals and permits from all

EXHIBIT "F"
DEED - SPRINGS REGIONAL TO MARION COUNTY

UN 1 20051103

governmental agencies having jurisdiction for construction and operation of a public water and sewer utility system having sufficient capacity to serve Seller's property described above (the "Water and Sewer Utility System"), (ii) Purchaser has completed construction of all improvements necessary to operate the Water and Sewer Utility System, and (iii) Purchaser has placed into service its Water and Sewer Utility System and connected for service all of the properties described above owned by Seller and Seller's successors in title which were served by private water and sewer or septic facilities prior to Purchaser's Water and Sewer Utility System being placed in service. If the foregoing conditions precedent have not been met or waived by Seller, or the time period for meeting such conditions precedent extended by Seller, within one year from the date hereof, as evidenced by a certificate executed by Seller and Purchaser, recorded in the public records of Marion County, Florida, then this instrument shall be void ab initio, and of no further force or effect, and the personal property described herein shall be owned by Seller, free and clear of any obligation under this instrument.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Instrument of Conveyance and Bill of Sale to be duly executed as of this 10th day of DEC., 1993.

Signed, sealed and delivered in the presence of:

FLORIDA LEISURE ACQUISITION CORPORATION, a Delaware corporation

Vicki Alvey
Print: Vicki Alvey
J.P. Courtney
Print: J.P. COURTNEY

By: William J. Sims
William J. Sims,
Its President
(Corporate Seal)

SILVER SPRINGS REGIONAL WATER & SEWER, INC.

Robert L. Johnson
Print: Robert L. Johnson
Charles K. Coleman
Print: Charles K. Coleman

By: Michael Jacobs
Print: Michael Jacobs
Its Vice President
(Corporate Seal)

EXHIBIT "F"
DEED - SPRINGS REGIONAL TO MARION COUNTY

STATE OF FLORIDA
COUNTY OF Marion

The foregoing instrument was acknowledged before me this 10 day of Dec, 1993, by William J. Sims, as President of Florida Leisure Acquisition Corporation, a Delaware corporation, on behalf of the corporation. He is personally known to me or has produced a valid Florida driver's license as identification.

Anne R. Dancy
Print: Anne R. Dancy
Notary Public, State of Florida
My commission expires: 9-23-94
My commission No.: _____

(Notarial Seal)

STATE OF FLORIDA
COUNTY OF Marion

The foregoing instrument was acknowledged before me this 10 day of Dec, 1993, by Michael J. Jasobin, as Vice President of Silver Springs Regional Water & Sewer, Inc., a non-profit corporation organized and operating under Chapter 617, Florida Statutes, on behalf of the corporation. He is personally known to me or has produced a valid Florida driver's license as identification.

Anne R. Dancy
Print: Anne R. Dancy
Notary Public, State of Florida
My commission expires: 9-23-94
My commission No.: _____

(Notarial Seal)

EXHIBIT "F"
DEED - SPRINGS REGIONAL TO MARION COUNTY

EXHIBIT "A"

The following described property located in Marion County, Florida:

PARCEL 1:

Begin at the intersection of the west boundary of the northwest 1/4 of Section 6, Township 15 South, Range 23 East with the south right-of-way line of State Road No 40 (80 feet wide); thence S88°40'16"E along said right-of-way line 373.11' to the POINT OF BEGINNING, thence departing said right of way line S11°37'54"E, 305.47'; thence N78°22'06"E, 20.00'; thence N11°37'54"W, 300.87' to the intersection of above said right-of-way line, thence N88°40'16"W along said right-of-way line 20.52' to the POINT OF BEGINNING.

PARCEL 2:

Begin at the intersection of the east right-of-way line of County Road No. 35 (80 feet wide) with the north boundary of the southeast 1/4 of the southeast 1/4 of Section 1, Township 15 South, Range 22 East; thence N89°38'19"E, along said north boundary, 10.00 feet; thence departing said north boundary S89°33'50"E, 1098.47 feet; thence N00°26'10"E, 143.01 feet; thence N83°35'15"W, 20.00 feet; thence S00°26'10"W, 125.09 feet; thence N89°33'50"W, 1088.80 feet to the aforementioned east right-of-way line of County Road No. 35; thence S00°11'38"E, 20.14 feet to the POINT OF BEGINNING;

and also

Commence at the intersection of the east right of way line of County road No. 35 (80 feet wide) with the north boundary of the Southeast 1/4 of the Southeast 1/4 of Section 1, Township 15 South, Range 22 East; thence N00°11'38"W along said east right of way line, 1317.07 feet to the Point of Beginning; thence continue N00°11'38"W along said right of way line 14.01 feet; thence departing said east right of way line S89°39'51"E, 36.21 feet; thence S00°23'25"E, 13.89 feet; thence N89°51'08"W, 36.26 feet to the Point of Beginning;

EXHIBIT "F"

DEED - SPRINGS REGIONAL TO MARION COUNTY

and also

Commence at the intersection of the west boundary of the northwest 1/4 of Section 6, Township 15 South, Range 23 East with the south right-of-way line of State Road No 40 (80' wide); thence S88°40'16"E along said right-of-way line, 429.70' to the POINT OF BEGINNING, thence departing said right-of-way line S01°19'44"W, 79.21'; thence S88°40'16"E, 32.24'; thence N01°19'44"E, 79.21' to the intersection with the above said right-of-way line, thence N88°40'16"W along said right-of-way line, 32.24' to the POINT OF BEGINNING.

BK1985PG1168

EXHIBIT "F"
DEED - SPRINGS REGIONAL TO MARION COUNTY

This instrument was prepared by
RONALD E. CLARK
Attorney at Law
501 St. Johns Avenue
Palatka, Florida 32177

WARRANTY DEED

Stamps: \$.70
10.50
Recording: \$5.00
Trust: \$4.00
Copies: \$
Total: \$

FRANCES E. THIGPIN, CLERK OF CIRCUIT COURT
FILE: 95089232
12/28/95 16:19
OR BOOK/PAGE: 2205/1595
MARION COUNTY - *SAC* DC.

RETURN TO:

ARCEL I. D. #
23973-000-00
GRANTEE S. S. #

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS WARRANTY DEED,

(The terms "grantor" and "grantee" herein shall be construed to include all genders and singular or plural as the context indicates.)

Made this 25th day of May, 1995, Between

Lift Station A

Silver Springs Campers Garden, Inc., a Florida corporation,

of 3151 N.E. 56th Avenue, Silver Springs, Florida 34488, **GRANTOR,**

AND

Silver Springs Regional Water & Sewer, Inc. a Florida corporation,

whose post-office address is 5751 E. SILVER SPRINGS BLVD., GRANTEE,
SILVER SPRINGS, FLA 34488

Witnesseth: That said grantor, for and in consideration of the sum of Ten Dollars, and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs, successors and assigns forever, the following described land, situate, lying and being in Marion County, Florida, to-wit:

That portion of Lot 3 and the South 1/2 of Lot 4 of Block 15 of SILVER SPRINGS, according to plat thereof recorded in Deed Book L, at page 48 of the public records of Marion County, Florida being more particularly described as follows:

Commence at the Southeast corner of Lot 3, Block 15 of SILVER SPRINGS, according to plat thereof recorded in Deed Book L, at page 48 of the public records of Marion County, Florida; thence run Northerly, along the East boundary of said Block 15 (also being the West right-of-way of NE 56th Avenue), a distance of 175 feet to the Point of Beginning; thence departing said East boundary and right of way line, westerly along a line perpendicular to said East boundary, 25.00 feet; thence Northerly, along a line parallel with said East boundary 25.00 feet; thence Easterly, along a line perpendicular to said East boundary, 25.00 feet to the aforementioned East boundary of Block 15; thence Southerly along said East boundary, 25.00 feet to the Point of Beginning, containing 625 square feet.

In the event the above described property is not used for water and sewer purposes then same shall revert back to the Grantor herein.

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

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

[Signature]
Witness: ROBERT L. JOHNS

[Signature]
Witness: JOHN DINGMAN

SILVER SPRINGS CAMPERS GARDEN, INC.
By: *[Signature]* (Seal)
FRIEDRICH G. SCHROEDER President
(Seal)

STATE OF FLORIDA,
COUNTY OF MARION.

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 25 day of May, 1995, by Friedrich G. Schroeder, as president of Silver Springs Campers Garden, Inc., a Florida corporation, to me personally known or who produced as identification.

EXHIBIT "F"
DEED - SPRINGS REGIONAL TO MARION COUNTY

[Signature]
Notary Public - Cynthia S. Owen
Serial # (if any): NOTARY PUBLIC, STATE OF FLORIDA.

Lauren E. Merriam, in
Bisquit, Merriam, Adel & Kirkland, PA
P.O. Box 1869
Palatka, FL 32909

DESCRIPTION
a
VERIFIED
in file

This has been reviewed by
Approved by Ronald E. Clark, Attorney

LEGAL DESCRIPTION
FOR
LIFT STATION "A"

SILVER SPRINGS REGIONAL WATER & SEWER, INC.

THAT PORTION OF LOT 3 AND THE SOUTH 1/2 OF LOT 4 OF BLOCK 15 OF SILVER SPRINGS, ACCORDING TO PLAT THEREOF RECORDED IN DEED BOOK L, AT PAGE 48 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 3, BLOCK 15 OF SILVER SPRINGS, ACCORDING TO PLAT THEREOF RECORDED IN DEED BOOK L, AT PAGE 48, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE RUN NORTHERLY, ALONG THE EAST BOUNDARY OF SAID BLOCK 15 (ALSO BEING THE WEST RIGHT-OF-WAY OF NE 56TH AVENUE), A DISTANCE OF 175 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST BOUNDARY AND RIGHT OF WAY LINE, WESTERLY ALONG A LINE PERPENDICULAR TO SAID EAST BOUNDARY, 25.00 FEET; THENCE NORTHERLY, ALONG A LINE PARALLEL WITH SAID EAST BOUNDARY 25.00 FEET; THENCE EASTERLY, ALONG A LINE PERPENDICULAR TO SAID EAST BOUNDARY, 25.00 FEET TO THE AFOREMENTIONED EAST BOUNDARY OF BLOCK 15; THENCE SOUTHERLY ALONG SAID EAST BOUNDARY, 25.00 FEET TO THE POINT OF BEGINNING, CONTAINING 625 SQUARE FEET.

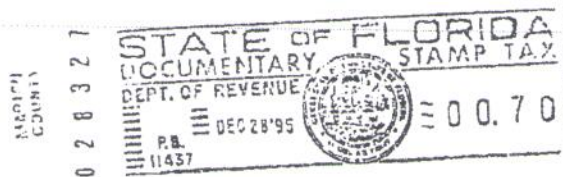
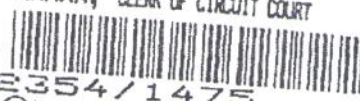


EXHIBIT "F"
DEED - SPRINGS REGIONAL TO MARION COUNTY

EXHIBIT "A"

Rec. 10.50
Doc. 70

DAVID R. ELLERDMANN, CLERK OF CIRCUIT COURT
FILE: 970274
04/09/97 17:37
OR BOOK/PAGE: 2354/1475
MARION COUNTY -



DC.

This instrument was prepared by,
record and return to:
Lauren E. Merriam, III, Esquire
BLANCHARD, MERRIAM, ADEL & KIRKLAND, P.A.
Post Office Box 1869
Ocala, Florida 34478
Telephone: (352) 732-7218

Deed Doc Stamps 0.70 PAID

04/09/97 MARION COUNTY

CLERK

B. K. K. K.

WARRANTY DEED

THIS INDENTURE, made this 8 day of APRIL, 1997,
Between ARTHUR A. STEEN, Grantor, whose post office address is 2828
N.E. 49th Avenue, Silver Springs, Florida 34488, and SILVER SPRINGS
REGIONAL WATER & SEWER, INC., a Florida Not-for-Profit Corporation,
whose post office address is Post Office Box 2439, Silver Springs,
Florida 34489, Grantee,

WITNESS, that said Grantor, for and in consideration of the sum of TEN and
00/100 (\$10.00) DOLLARS, and other good and valuable considerations to said
Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged,
has granted, bargained and sold to the said Grantee, and Grantee's heirs and
assigns forever, the following described land, situate, lying and being in Marion
County, Florida, to-wit:

See Exhibit "A" attached

F.S. Section 689.02 required information: Property
Appraiser's Parcel I.D. Number 24196-007-00. Grantee's
Social Security Number: Not Applicable.

The property being conveyed by this Deed is not the homestead of
the Grantor.

Subject to Ad Valorem Taxes for 1996 and subsequent years.

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

Grantor and Grantee are used for singular or plural, as context requires.

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

Signed, sealed and delivered in our presence:

[Signature]
D. M. K. K. K. Witness
(Print Name Beneath Signature)

Arthur A. Steen
ARTHUR A. STEEN, Grantor

[Signature]
Robert L. Rogers Witness
(Print Name Beneath Signature)

EXHIBIT "F"
DEED - SPRINGS REGIONAL TO MARION COUNTY

FILE: 97027487

OR BOOK/PAGE: 2354/1476

DESCRIPTION:

2 of 2

A PORTION OF THE SW 1/4 OF THE NW 1/4 OF SECTION 1, TOWNSHIP 15 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID SW 1/4 OF THE NW 1/4 OF SECTION 1, PROCEED THENCE S89°59'17"E ALONG THE SOUTH BOUNDARY THEREOF A DISTANCE OF 411.74 FEET TO THE POINT OF BEGINNING; THENCE, DEPARTING SAID SOUTH BOUNDARY, N00°00'43"E, 25.00 FEET; THENCE S89°59'17"E, 25.00 FEET; THENCE S00°00'43"W, 25.00 FEET TO THE AFOREMENTIONED SOUTH BOUNDARY OF THE SW 1/4 OF THE NW 1/4; THENCE N89°59'17"W ALONG SAID SOUTH BOUNDARY, 25.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.01 ACRES, MORE OR LESS.

EXHIBIT "F"
DEED - SPRINGS REGIONAL TO MARION COUNTY

Rec. 15.00
Doc. 70

200 Indy

LINDA K 4/5
"D"

DAVID R. E. BERMAN, CLERK OF CIRCUIT COURT
FILE: 97011.50
02/17/97 08:41
OR BOOK/PAGE: 2336 / 1108
MARION COUNTY - *OK* X.

This instrument was prepared by,
record and return to:
Lauren E. Merriam, III, Esquire
BLANCHARD, MERRIAM, ADEL & KIRKLAND, P.A.
Post Office Box 1869
Ocala, Florida 34478
Telephone: (352) 732-7218

Deed Doc Stamps 0.70 PAID

02/17/97 MARION COUNTY - *OK* CLERK

WARRANTY DEED

THIS INDENTURE, made this 4th day of February, 1997,
Between VIRGINIA N. ADAMS as Trustee of the Virginia N. Adams
Living Trust dated September 7, 1988 and LEO A. WIECHENS and
ROSELLA M. WIECHENS, as Co-Trustees of the Leo A. and Rosella M.
Wiechens Revocable Trust dated September 18, 1996, Grantor, whose
post office address is c/o Post Office Box 2045, Ocala, Florida 34478

and SILVER SPRINGS REGIONAL WATER & SEWER, INC., a Florida Not-for-
Profit Corporation, whose post office address is 5300 E. Silver
Springs Boulevard, Unit E, Silver Springs, Florida 34488, Grantee,

WITNESS, that said Grantor, for and in consideration of the sum of TEN and
00/100 (\$10.00) DOLLARS, and other good and valuable considerations to said
Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged,
has granted, bargained and sold to the said Grantee, and Grantee's heirs and
assigns forever, the following described land, situate, lying and being in Marion
County, Florida, to-wit:

See Exhibit "A" attached

F.S. Section 689.02 required information: Property
Appraiser's Parcel I.D. Number 15897-000-00. Grantee's
Social Security Number: Not Applicable.

The property being conveyed by this Deed is not the homestead of
the Grantor.

Subject to:

1. Ad Valorem Taxes for 1996 and subsequent years.
2. Right of Way Deed as shown in O.R. Book 127, Page 566 and
O.R. Book 127, Page 567.
3. Right of Way Deed as shown in O.R. Book 651, Page 192.
4. Easement to Gulf Natural Gas Corporation as shown in O.R. Book
1334, Page 1268, Warranty Deed in O.R. Book 1512, Page 535 and
Warranty Deed in O.R. Book 1606, Page 86.
5. Easement to City of Ocala in O.R. Book 605, Page 514.

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

Grantor and Grantee are used for singular or plural, as context requires.

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

Signed, sealed and delivered in our presence:

Eugene A. Wiechens
Eugene A. Wiechens Witness
(Print Name Beneath Signature)

Sandra Jerald
Sandra Jerald Witness
(Print Name Beneath Signature)

Virginia N. Adams
VIRGINIA N. ADAMS, as Trustee
of the Virginia N. Adams Living
Trust dated September 7, 1988
Grantor

EXHIBIT "F"

DEED - SPRINGS REGIONAL TO MARION COUNTY

2 of 7

Eugene A. Wiechens
Eugene A. Wiechens Witness
(Print Name Beneath Signature)

Sandra Jerald
Sandra Jerald Witness
(Print Name Beneath Signature)

Eugene A. Wiechens
Eugene A. Wiechens Witness
(Print Name Beneath Signature)

Sandra Jerald
Sandra Jerald Witness
(Print Name Beneath Signature)

Leo A. Wiechens
LEO A. WIECHENS, as Co-Trustee
of the Leo A. and Rosella M.
Wiechens Revocable Trust dated
September 18, 1996, Grantor

Rosella M. Wiechens
ROSELLA M. WIECHENS, as
Co-Trustee of the Leo A. and
Rosella M. Wiechens Revocable
Trust dated September 18, 1996,
Grantor

STATE OF FLORIDA)
COUNTY OF MARION)

The foregoing instrument was acknowledged before me this
4th day of February, 1997, by VIRGINIA N. ADAMS, who is
personally known to me or who has produced personally known
as identification.

Sandra Jerald
Sandra Jerald (Print Name)
Notary Public, State of Florida
My Commission Expires:

OFFICIAL NOTARY SEAL
SANDRA JERALD
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO CC455179
MY COMMISSION EXP. APR. 25, 1999

STATE OF FLORIDA)
COUNTY OF MARION)

The foregoing instrument was acknowledged before me this
4th day of February, 1997, by LEO A. WIECHENS, who is
personally known to me or who has produced personally known
as identification.

Sandra Jerald
Sandra Jerald (Print Name)
Notary Public, State of Florida
My Commission Expires:

OFFICIAL NOTARY SEAL
SANDRA JERALD
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO CC455179
MY COMMISSION EXP. APR. 25, 1999

STATE OF FLORIDA)
COUNTY OF MARION)

The foregoing instrument was acknowledged before me this
4th day of February, 1997, by ROSELLA M. WIECHENS, who is
personally known to me or who has produced personally known
as identification.

Sandra Jerald
Sandra Jerald (Print Name)
Notary Public, State of Florida
My Commission Expires:

OFFICIAL NOTARY SEAL
SANDRA JERALD
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO CC455179
MY COMMISSION EXP. APR. 25, 1999

EXHIBIT "F"
DEED - SPRINGS REGIONAL TO
MARION COUNTY

Commence at the Southwest corner of the SE 1/4 of the SE 1/4 of Section 36, Township 14 South, Range 22 East, Marion County, Florida; thence N.00°17'38"W. along the West boundary of the SE 1/4 of the SE 1/4 of said Section 36, a distance of 534.65 feet; thence departing said West boundary proceed S.89°42'22"W. 40.00 feet to a point on the Westerly right of way line of N.E. 58th Avenue (80.00 feet wide) and the Point of Beginning; thence departing said right of way line, continue S.89°42'22"W. 44.82 feet; thence N.00°17'38"W. 25.00 feet; thence N.89°42'22"E. 44.82 feet to a point on the aforementioned Westerly right of way line of N.E. 58th Avenue; thence S.00°17'38"E. along said right of way line, 25.00 feet to the Point of Beginning.

EXHIBIT "F"
DEED - SPRINGS REGIONAL TO MARION COUNTY



DAVID R. E. PERMAN, CLERK OF CIRCUIT COURT

FILE: 9782 1A

03/27/97 16:34

OR BOOK/PAGE: 2350/360

MARION COUNTY - 4790

Rec. \$10.50
Doc. 710

This instrument was prepared by,
record and return to:
Lauren E. Merriam, III, Esquire
BLANCHARD, MERRIAM, ADEL & KIRKLAND, P.A.
Post Office Box 1849
Ocala, Florida 34478
Telephone: (352) 732-7218

Deed Doc Stamps 0.70 PAID

03/27/97 MARION COUNTY - E Franklin

WARRANTY DEED

THIS INDENTURE, made this 18th day of March, 1997,
Between CHRISTIAN CHURCH (DISCIPLES OF CHRIST) IN FLORIDA, INC., a
Florida not-for-profit corporation, Grantor, whose post office
address is 924 N. Magnolia Ave., #200, Orlando, FL 32803
and SILVER SPRINGS REGIONAL WATER & SEWER, INC., a Florida Not-for-
Profit Corporation, whose post office address is 5300 E. Silver
Springs Boulevard, Unit E, Silver Springs, Florida 34488, Grantee,

WITNESS, that said Grantor, for and in consideration of the sum of TEN and
00/100 (\$10.00) DOLLARS, and other good and valuable considerations to said
Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged,
has granted, bargained and sold to the said Grantee, and Grantee's heirs and
assigns forever, the following described land, situate, lying and being in Marion
County, Florida, to-wit:

Commence at the NW corner of the NE 1/4 of Section 6,
Township 15 South, Range 23 East; thence S.00°06'19"E.
50.00 feet, thence N.88°55'38"E. 50.00 feet to a concrete
monument, thence S.00°06'19"E. along a line lying 50 feet
from and parallel with the West boundary of the NE 1/4 of
Section 6, 899.00 feet to the Point of Beginning, thence
N.89°53'41"E. 25.00 feet, thence S.00°16'19"E. 25.00
feet, thence S.89°53'41"W. 25.00 feet to the boundary
line, thence along said boundary line N.00°06'19"E. 25.00
feet to the Point of Beginning.

F.S. Section 689.02 required information: Property
Appraiser's Parcel I.D. Number a portion of 31760-000-00.
Grantee's Social Security Number: Not Applicable.

31760-001-00

Subject to:

1. Ad Valorem Taxes for 1997 and subsequent years.
2. Easement to City of Ocala in O.R. Book 722, Page 89.
3. Release in O.R. Book 1075, Page 55.

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

Grantor and Grantee are used for singular or plural, as context requires.

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

Signed, sealed and delivered in our presence:

(Corporate Seal)

Shirley A. Hardwick
SHIRLEY A. HARDWICK Witness
(Print Name Beneath Signature)

Nilda E. Fries
NILDA E. FRIES Witness
(Print Name Beneath Signature)

CHRISTIAN CHURCH (DISCIPLES OF
CHRIST) IN FLORIDA, INC., a
Florida not-for-profit
corporation, Grantor

David Cortes
By: DAVID CORTES
its President

James L. Gentry
Attest: JAMES L. GENTRY (Print Name)
its Secretary

EXHIBIT "F"

DEED - SPRINGS REGIONAL TO MARION COUNTY

Life Station E
Christian Church

mp.
58

FILE: 9702361
OR BOOK/PAGE: 2350/361

2 of 2

STATE OF FLORIDA)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this
18 day of March, 1997, by David Cortes
and Jimmie L. Gentle, the President and
Secretary, respectively, of CHRISTIAN CHURCH (DISCIPLES
OF CHRIST) IN FLORIDA, INC., on behalf of the corporation, who are
personally known to me or who have produced (personally known to me)
as identification.

Patricia M. Decker
Patricia M. Decker (Print Name)
Notary Public, State of Florida
My Commission Expires:



PATRICIA M. DECKER
NOTARY PUBLIC
STATE OF FLORIDA
MY COMMISSION EXPIRES: 12/31/99

EXHIBIT "F"
DEED - SPRINGS REGIONAL TO MARION COUNTY