

EXHIBIT “B”

## **EXHIBIT B**

1. Central Sumter Utility Company, L.L.C. Agreement for Water and Sewer Utility Service dated September 20, 2013 by and between The Villages Operating Company and Seller with respect to the Project identified as “Brownwood – Brownwood Building” therein, a copy of which is attached to this Exhibit B as Schedule 1 hereto.

2. Central Sumter Utility Company, L.L.C. Agreement for Water and Sewer Utility Service dated August 16, 2019 by and between The Villages Operating Company and Seller with respect to the Project identified as “Brownwood – Hanson & Scott Building” therein, a copy of which is attached to this Exhibit B as Schedule 2 hereto.

3. Central Sumter Utility Company, L.L.C. Agreement for Water and Sewer Utility Service dated September 20, 2013 by and between The Villages Operating Company and Seller with respect to the Project identified as “Brownwood – Keller Building & Berning Building” therein, a copy of which is attached to this Exhibit B as Schedule 3 hereto.

4. Central Sumter Utility Company, L.L.C. Agreement for Water and Sewer Utility Service dated September 20, 2013 by and between The Villages Operating Company and Seller with respect to the Project identified as “Brownwood – Ruby’s Building & Haroldson Building” therein, a copy of which is attached to this Exhibit B as Schedule 4 hereto.

5. Central Sumter Utility Company, L.L.C. Agreement for Water and Sewer Utility Service dated July 15, 2019 by and between The Villages Operating Company and Seller with respect to the Project identified as “Brownwood – Sandspur Ice Plant Building” therein, a copy of which is attached to this Exhibit B as Schedule 5 hereto.

6. Central Sumter Utility Company, L.L.C. Agreement for Water and Sewer Utility Service dated July 15, 2019 by and between The Villages Operating Company and Seller with respect to the Project identified as “Brownwood – Sebald Saloon Building” therein, a copy of which is attached to this Exhibit B as Schedule 6 hereto.

7. Central Sumter Utility Company, L.L.C. Agreement for Water and Sewer Utility Service dated July 15, 2019 by and between The Villages Operating Company and Seller with respect to the Project identified as “Brownwood – St. John’s Court House Building” therein, a copy of which is attached to this Exhibit B as Schedule 7 hereto.

8. Central Sumter Utility Company, L.L.C. Agreement for Water and Sewer Utility Service dated September 25, 2012 by and between The Villages Operating Company and Seller with respect to the Project identified as “Brownwood Building 6 – Bunk House Building” therein, a copy of which is attached to this Exhibit B as Schedule 8 hereto.

9. Central Sumter Utility Company, L.L.C. Agreement for Water and Sewer Utility Service dated August 16, 2019 by and between The Brownwood Hotel & Spa, LLC and Seller

with respect to the Project identified as “Brownwood Hotel & Spa” therein, a copy of which is attached to this Exhibit B as Schedule 9 hereto.

10. Central Sumter Utility Company, L.L.C. Agreement for Water and Sewer Utility Service dated August 16, 2019 by and between Citizens First Bank and Seller with respect to the Project identified as “Brownwood Professional Plaza – Citizens First Bank” therein, a copy of which is attached to this Exhibit B as Schedule 10 hereto.

11. Central Sumter Utility Company, L.L.C. Agreement for Water and Sewer Utility Service dated August 19, 2019 by and between Citizens First Bank and Seller with respect to the Project identified as “Brownwood Professional Plaza – Office Building 2” therein, a copy of which is attached to this Exhibit B as Schedule 11 hereto.

12. Central Sumter Utility Company, L.L.C. Agreement for Water and Sewer Utility Service dated July 15, 2019 by and between The Villages Operating Company and Seller with respect to the Project identified as “Brownwood – Brownwood Train Station Building” therein, a copy of which is attached to this Exhibit B as Schedule 12 hereto.

13. Central Sumter Utility Company, L.L.C. Agreement for Water and Sewer Utility Service dated August 16, 2019 by and between The Villages CAHB, LLC and Seller with respect to the Project identified as “Center for Advanced Healthcare at Brownwood” therein, a copy of which is attached to this Exhibit B as Schedule 13 hereto.

14. Central Sumter Utility Company, L.L.C. Agreement for Water and Sewer Utility Service dated April 8, 2016 by and between Villages of Southeast Plazas, LLC and Seller with respect to the Project identified as “Lake Deaton Plaza – Bldg 100” therein, a copy of which is attached to this Exhibit B as Schedule 14 hereto.

15. Central Sumter Utility Company, L.L.C. Agreement for Water and Sewer Utility Service dated September 20, 2018 by and between NEXGEN Property Holding, LLC and Seller with respect to the Project identified as “Sarasota OMNI Buildings” therein, a copy of which is attached to this Exhibit B as Schedule 15 hereto.

16. Central Sumter Utility Company, L.L.C. Agreement for Water and Sewer Utility Service dated September 25, 2018 by and between Titan Brownwood, LLC and Seller with respect to the Project identified as “The Lofts at Brownwood” therein, a copy of which is attached to this Exhibit B as Schedule 16 hereto.

*SCHEDULE 1 TO EXHIBIT B*

*See Attached.*



**CENTRAL SUMTER UTILITY COMPANY, L.L.C.  
AGREEMENT FOR WATER AND SEWER  
UTILITY SERVICE**

PROJECT NAME: Brownwood - Brownwood Building

911 ADDRESS: 3674 Meggison Road

PROJECT DESCRIPTION: Provide Potable Water and Wastewater

PROJECT OWNER: The Villages Operating Company

CIAC FUNDED BY: The Villages Operating Company

UTILITY BILLS TO: Varies by Space - Refer to Exhibits

**THIS AGREEMENT** is entered into this 20<sup>th</sup> day of September, 2013, between **THE VILLAGES OPERATING COMPANY** whose address is 1020 Lake Sumter Landing, The Villages, FL 32162 ("Owner"), and **CENTRAL SUMTER UTILITY COMPANY, L.L.C.**, a Florida limited liability company, whose address is 1020 Lake Sumter Landing, The Villages, Florida 32162 (the "Utility Company").

**RECITALS**

1. Owner owns or controls lands located in Sumter County, Florida, (the "Property"), and the Owner has developed or intends to develop the Property by constructing, or having constructed, the Project described above.

2. Owner desires that the Utility Company provide water service, and central wastewater collection and treatment services (collectively the "Utility Services") for the Property.

3. The Utility Company is authorized by the Florida Public Service Commission pursuant to WATER TARIFF (the "Water Tariff"), and by WASTEWATER TARIFF, (the "Wastewater Tariff") issued under Order No #PSC-11-0113-PAA-WS.

4. The Utility Company is willing to provide Utility Services to the Property in accordance with the conditions and provisions of this Agreement.

5. At this time the parties wish to set forth their agreement as stated below.

NOW, THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, Owner and Utility Company hereby covenant and agree as follows:

1. The Recitals set forth above are true and correct.
2. Definitions. Terms not defined herein shall be as defined in the Water Tariff and

## Wastewater Tariff.

3. Agreement to Serve. Utility Company covenants and agrees that it will connect or oversee the connection of the potable water distribution and wastewater collection facilities installed by Owner to the central facilities of Utility Company in accordance with the terms and intent of this Agreement upon:

- a. Upon the completion of construction of the on-site and off-site potable water and central wastewater facilities by Owner,
- b. the inspection and approval of such potable water and central wastewater facilities by Utility Company,
- c. the issuance of the final letter of acceptance by Utility Company where applicable, and
- d. the compliance by the Owner with all of the other terms of this Agreement, including the payment of such fees and charges as is authorized by the Water Tariff and the Wastewater Tariff.

Such connection shall at all times be in accordance with rules, regulations and orders of the applicable governmental authorities. The Utility Company agrees that once it provides Utility Service to the Property, that thereafter, the Utility Company will continuously provide Utility Services, in accordance with the rules and regulations and rate schedules set forth in the Water Tariff and Wastewater Tariff, as they exist from time to time. A summary of the current rates and charges is set forth in ***Exhibit "A"***.

4. Contributions in Aid of Construction. In addition to the charges set forth in ***Exhibit "A"***, the Owner agrees to pay to the Utility Company Contributions-in-aid-of-Construction in the form of a Main Extension Charge as authorized by the Water Tariff and Wastewater Tariff at the rates set forth below.

<u>Main Extension Charge</u>	<u>Charge Per Gallon/Day Demand</u>
Water	\$ 13.01
Wastewater	\$ 27.17

The initial Main Extension Charge will be calculated in accordance with the Project Engineer's Certification of Anticipated Project Utilization, which is to be completed by the Project Engineer and attached to this Agreement as on ***Exhibit "B"***. The Main Extension Charge is due and payable within ten (10) days from the date of approval by the Utility Company to the Owner. All applicable fees shall be made payable to Central Sumter Utility Company, L.L.C. and remitted to 1020 Lake Sumter Landing, The Villages, FL 32162. FAILURE TO PAY THE APPLICABLE CHARGES WITHIN SUCH TIME FRAME SHALL TERMINATE ALL RIGHTS OF THE OWNER TO RECEIVE UTILITY SERVICES.

If the Utility Company determines that the average utilization per day during any billing period exceeds the Anticipated Project Utilization evidenced in ***Exhibit "B"***, then the Utility Company shall be entitled to invoice and collect from the Owner, the difference between

the actual average per day utilization for such billing period, and the Anticipated Project Utilization set forth on *Exhibit "B"*. However, in no case shall the Owner be entitled to a refund if the Anticipated Project Utilization in *Exhibit "B"* exceeds the actual average daily utilization of any billing period due to Owner's action or inaction, governmental rules, regulations or restrictions, or an event described in Section 8. Failure of the Utility Company to collect additional Main Extension Charge for any period shall not prevent the Utility Company from collecting such appropriate Main Extension Charge at any future time for the period of over-utilization.

5. Utility Company's Exclusive Right To Utility Facilities. Owner agrees with Utility Company that all water and wastewater facilities accepted by Utility Company in connection with providing Utility Services to the Property, shall at all times remain in the sole, complete and exclusive ownership of Utility Company, its successors and assigns, and any person or entity owning any part of the Property, shall not have any right, title, claim or interest in and to such facilities or any part of them, for any purpose, including the furnishing of water and wastewater services to other persons or entities located within or beyond the limits of the Property. Utility Company shall promptly provide all maintenance for the Utility System.

6. Exclusive Right to Provide Service. Owner, as a further and essential consideration of this Agreement, agrees that Owner, or the successors and assigns of Owner, shall not (the words "shall not" being used in a mandatory definition) engage in the business or businesses of providing Utility Services to the Property during the period of time Utility Company, its successors or assigns, provide Utility Services to the Property, it being the intention of the parties hereto that under the foregoing provision and also other provisions of this Agreement, Utility Company shall have the sole and exclusive right and privilege to provide Utility Services to the Property.

7. Notice. Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, by mail or by telegram to the addresses set forth above.

8. Force Majeure. In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either party, including but not limited to Act of God or of the public enemy, war, national emergency, allocation or of other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, sinkhole or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping transmission or other facilities, governmental rules or acts or orders or restrictions or regulations or requirements, acts or action of any government or public or governmental authority or commission or board or agency or agent or official or officer, the enactment of any statute or ordinance or resolution or regulation or rule or ruling or order, order or decree or judgment or restraining order or injunction of any court, said party shall not be liable for such non-performance.

9. Indemnification. Owner agrees to indemnify and hold Utility Company harmless

from and against any and all liabilities, claims, damages, costs and expenses (including reasonable attorney fees) to which Utility Company may become subject by reason of or arising out of Owner's performance of this Agreement. This indemnification provision shall survive the actual connection to Utility Company's Utility Service systems.

Utility Company agrees to indemnify and hold Owner harmless from and against any and all liabilities, claims, damages, costs and expenses (including reasonable attorney fees) to which Owner may become subject by reason of or arising out of Utility Company's performance of this Agreement. This indemnification provision shall survive the actual connection to the Owner's Distribution System.

10. The Laws of the State of Florida. This Agreement shall be governed by the laws of the State of Florida and it shall be and become effective immediately upon execution by both parties hereto, subject to any approvals which must be obtained from governmental authority.

13. Binding Effect. This Agreement shall bind the parties, together with their respective successors, grantees, heirs and assigns.

**IN WITNESS WHEREOF,** Owner and Utility Company have executed or caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

**"OWNER":**

THE VILLAGES OPERATING COMPANY

By:

Name: Martin L. Dzuro

Title: Vice President

**"UTILITY COMPANY":**

CENTRAL SUMTER UTILITY COMPANY, L.L.C.

By:

Name: John Arnett, III

Title: Authorized Agent

**“EXHIBIT A”**

**CENTRAL SUMTER UTILITY COMPANY  
GENERAL SERVICE MONTHLY RATE SCHEDULE  
(ALL SERVICE EXCEPT SINGLE FAMILY RESIDENTIAL)**

<b><u>WATER</u></b>	<b><u>Meter Size</u></b>	<b><u>Base Facility (Minimum Monthly Charge)</u></b>
	5/8" x 3/4"	\$ 8.38
	3/4" x 3/4"	\$ 12.57
	1"	\$ 20.94
	1-1/2"	\$ 41.89
	2"	\$ 67.02
	3"	\$134.03
	4"	\$209.43
	6"	\$418.86
	8"	\$670.17
	10"	\$963.37

Gallonge Charge                      \$1.98 / per 1,000 gallons

<b><u>SEWER</u></b>	<b><u>Water Meter Size</u></b>	<b><u>Base Facility (Minimum Monthly Charge)</u></b>
	5/8" x 3/4"	\$ 15.26
	3/4" x 3/4"	\$ 22.89
	1"	\$ 38.15
	1-1/2"	\$ 122.07
	2"	\$ 244.15
	3"	\$ 381.48
	4"	\$ 762.95
	6"	\$1220.73
	8"	\$1754.80

Gallonge Charge                      \$5.71 / per 1,000 gallons



# BROWNWOOD BUILDING

THE VILLAGES, FL 32163  
 911 NUMBERING MAP  
 SEPTEMBER 26, 2012

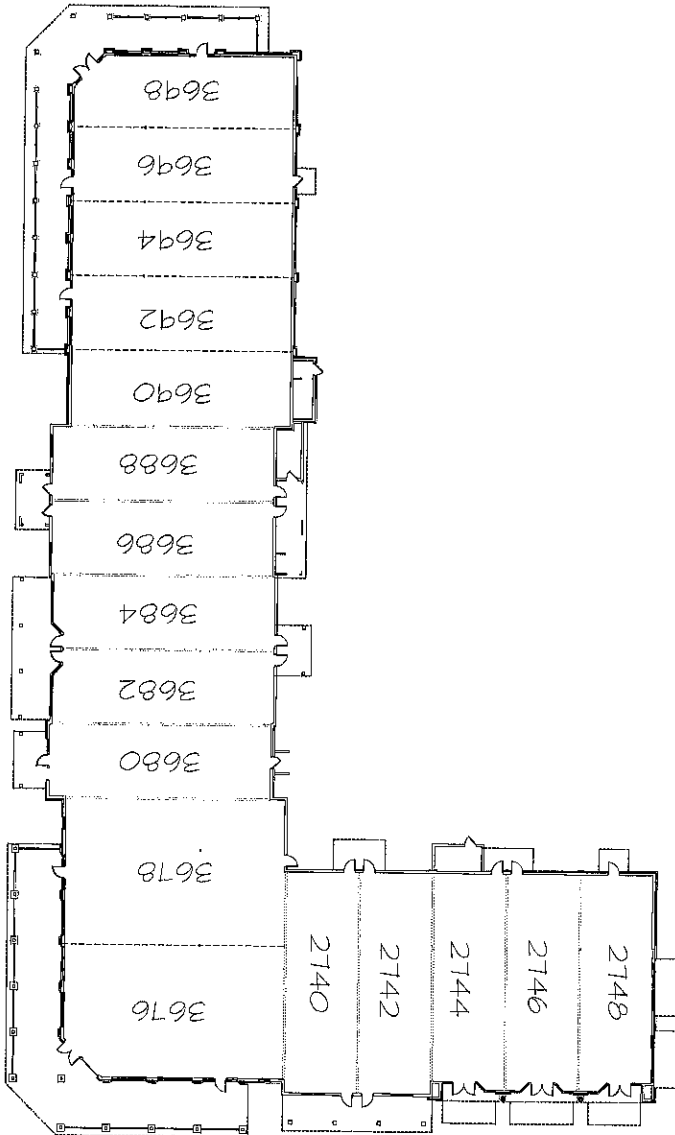
HOUSE METER  
 3674 MEGGISON ROAD

**Arnett**  
 Environmental, LLC

1038 Lake Sumter Landing The Villages, FL 32162  
 Tel No. (352)753-4747 Fax No. (352)753-1298  
 Certificate of Authorization Number: 27495

**DISCLAIMER**  
 THIS MAP WAS PREPARED ONLY AS AN AID TO AGENCIES, SERVICES AND ORGANIZATIONS UTILIZING THE 911 EMERGENCY NUMBERING SYSTEM IN THE VILLAGES. THE INFORMATION AND DEPICTIONS IN THIS MAP ARE PROVIDED FOR CONVENIENCE AND GENERAL INFORMATION PURPOSES ONLY. THE VILLAGES OF LAKE SUMTER, INC., ARNETT ENVIRONMENTAL, AND ITS AFFILIATES, DO NOT GUARANTEE, AND EXPRESSLY DISCLAIM ANY RESPONSIBILITY FOR THE CONTENT, VALIDITY, TIMELINESS OR ACCURACY OF THE DATA AND THE INFORMATION DERIVED THEREFROM. THE USER'S SOLE RISK AND USER EXPRESSLY ACCEPTS FULL RESPONSIBILITY AND LIABILITY FOR THE USER'S USE OF ANY SUCH INFORMATION IN ITS ACTUAL OR ALTERED FORM AND ANY DECISIONS MADE OR ACTIONS TAKEN IN RELIANCE UPON ANY INFORMATION OR DATA THEREIN.

BROWNWOOD BOULEVARD



MEGGISON ROAD

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** Brownwood Building - House Meter  
**911 ADDRESS:** 3674 Meggison Road  
**DEVELOPER:** TVOC  
**TYPE OF PROJECT:** New Construction

<u>POTABLE WATER</u>				<u>MAIN EXTENSION CHARGE</u>
<u>50</u>	<u>GPD</u>	<u>X</u>	<u>1</u>	<u>gpd* X \$13.01/gpd = \$650.50</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	
		<u>X</u>		<u>gpd* X \$13.01/gpd = \$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	

\* Source: \_\_\_\_\_

**POTABLE WATER SUBTOTAL** \$650.50

<u>WASTEWATER</u>				
		<u>X</u>		<u>gpd* X \$27.17/gpd = \$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	
		<u>X</u>		<u>gpd* X \$27.17/gpd = \$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** \$0.00

**METER INSTALLATION FEE**

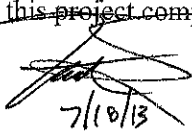
5/8" x 3/4" Meter \$215.00  
 Meter quantity and meter size

**TOTAL** \$865.50

*OK - Cuth*

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

  
 7/10/13

Signature and Date

**MATTHEW B. MILLER, P.E.**  
**P.E. LICENSE NUMBER 66499**

**Matt Miller, PE**  
**Engineered Building Systems, Inc.**  
 Name and Title (please print or type)

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** Brownwood Building - Retail Space 1  
**911 ADDRESS:** 2748 Brownwood Boulevard  
**DEVELOPER:** TVOC  
**TYPE OF PROJECT:** New Construction

<u>POTABLE WATER</u>				<u>MAIN EXTENSION</u>
				<u>CHARGE</u>
<u>1192</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$13.01/gpd = \$1,550.79</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	
		<u>X</u>		<u>gpd* X \$13.01/gpd = \$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	

\* Source: \_\_\_\_\_

**POTABLE WATER SUBTOTAL** \$1,550.79

<u>WASTEWATER</u>				
<u>1192</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$27.17/gpd = \$3,238.66</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	
		<u>X</u>		<u>gpd* X \$27.17/gpd = \$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** \$3,238.66

**METER INSTALLATION FEE**

Meter Paid Separately  
Meter quantity and meter size

**TOTAL** \$4,789.46

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

  
7/18/13

Signature and Date

Matt Miller, PE  
Engineered Building Systems, Inc.  
Name and Title (please print or type)

**MATTHEW B. MILLER, P.E.**  
**P.E. LICENSE NUMBER 66499**



**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** Brownwood Building - Retail Space 2  
**911 ADDRESS:** 2746 Brownwood Boulevard  
**DEVELOPER:** TVOC  
**TYPE OF PROJECT:** New Construction

<u>POTABLE WATER</u>				<u>MAIN EXTENSION</u>
				<u>CHARGE</u>
1165	SF	X	0.1	gpd* X \$13.01/gpd =
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	\$1,515.67
		X		gpd* X \$13.01/gpd =
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	\$0.00

\* Source: \_\_\_\_\_

**POTABLE WATER SUBTOTAL** \$1,515.67

<u>WASTEWATER</u>			
1165	SF	X	0.1
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.
		X	
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** \$3,165.31

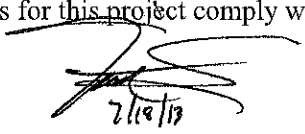
**METER INSTALLATION FEE**

Meter Paid Separately  
Meter quantity and meter size

**TOTAL** \$4,680.97

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

  
2/14/19  
\_\_\_\_\_  
Signature and Date

OK 7. Curt  
Matt Miller, PE  
Engineered Building Systems, Inc.  
\_\_\_\_\_  
Name and Title (please print or type)

**MATTHEW B. MILLER, P.E.**  
**P.E. LICENSE NUMBER 66499**

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** Brownwood Building - Retail Space 3  
**911 ADDRESS:** 2744 Brownwood Boulevard  
**DEVELOPER:** TVOC  
**TYPE OF PROJECT:** New Construction

<u>POTABLE WATER</u>				<u>MAIN EXTENSION</u>
				<u>CHARGE</u>
<u>1162</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$13.01/gpd = \$1,511.76</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	
		<u>X</u>		<u>gpd* X \$13.01/gpd = \$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	

\* Source: \_\_\_\_\_

**POTABLE WATER SUBTOTAL** \$1,511.76

<u>WASTEWATER</u>			
<u>1162</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.
		<u>X</u>	
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** \$3,157.15

**METER INSTALLATION FEE**

Meter Paid Separately  
Meter quantity and meter size

**TOTAL** \$4,668.92

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

  
7/10/13

Signature and Date

Matt Miller, PE  
Engineered Building Systems, Inc.  
Name and Title (please print or type)

**MATTHEW B. MILLER, P.E.**  
**P.E. LICENSE NUMBER 66499**

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** Brownwood Building - Retail Space 4  
**911 ADDRESS:** 2742 Brownwood Boulevard  
**DEVELOPER:** TVOC  
**TYPE OF PROJECT:** New Construction

<u>POTABLE WATER</u>				<u>MAIN EXTENSION CHARGE</u>
<u>1213</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$13.01/gpd = \$1,578.11</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	
		<u>X</u>		<u>gpd* X \$13.01/gpd = \$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	

\* Source: \_\_\_\_\_

**POTABLE WATER SUBTOTAL** \$1,578.11

<u>WASTEWATER</u>			
<u>1213</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.
		<u>X</u>	
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** \$3,295.72

**METER INSTALLATION FEE**

Meter Paid Separately  
Meter quantity and meter size

**TOTAL** \$4,873.83

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

  
7/18/13

Signature and Date

Matt Miller, PE  
Engineered Building Systems, Inc.  
Name and Title (please print or type)

**MATTHEW B. MILLER, P.E.**  
**P.E. LICENSE NUMBER 66499**

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** Brownwood Building - Retail Space 5  
**911 ADDRESS:** 2740 Brownwood Boulevard  
**DEVELOPER:** TVOC  
**TYPE OF PROJECT:** New Construction

<u>POTABLE WATER</u>				<u>MAIN EXTENSION CHARGE</u>
<u>1215</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	gpd* X \$13.01/gpd = <u>\$1,580.72</u>
<small>Quantity</small>	<small>Seats, Employees, S.F., etc.</small>		<small>Flow per Seat, Employee, S.F., etc.</small>	
		<u>X</u>		gpd* X \$13.01/gpd = <u>\$0.00</u>
<small>Quantity</small>	<small>Seats, Employees, S.F., etc.</small>		<small>Flow per Seat, Employee, S.F., etc.</small>	

\* Source: \_\_\_\_\_

**POTABLE WATER SUBTOTAL** \$1,580.72

<u>WASTEWATER</u>				
<u>1215</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	gpd* X \$27.17/gpd = <u>\$3,301.16</u>
<small>Quantity</small>	<small>Seats, Employees, S.F., etc.</small>		<small>Flow per Seat, Employee, S.F., etc.</small>	
		<u>X</u>		gpd* X \$27.17/gpd = <u>\$0.00</u>
<small>Quantity</small>	<small>Seats, Employees, S.F., etc.</small>		<small>Flow per Seat, Employee, S.F., etc.</small>	

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** \$3,301.16


**METER INSTALLATION FEE**

Meter Paid Separately  
Meter quantity and meter size

**TOTAL** \$4,881.87

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

  
7/18/13  
 \_\_\_\_\_  
Signature and Date

Matt Miller, PE  
 Engineered Building Systems, Inc.  
 \_\_\_\_\_  
Name and Title (please print or type)

**MATTHEW B. MILLER, P.E.**  
**P.E. LICENSE NUMBER 66499**

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** Brownwood Building - Restaurant Space 6  
**911 ADDRESS:** 3676/78 Meggison Road  
**DEVELOPER:** TVOC  
**TYPE OF PROJECT:** New Construction

<u>POTABLE WATER</u>				<u>MAIN EXTENSION</u>
				<u>CHARGE</u>
<u>235</u>	<u>Seats</u>	<u>X</u>	<u>30</u>	<u>gpd* X \$13.01/gpd = \$91,720.50</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	
		<u>X</u>		<u>gpd* X \$13.01/gpd = \$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	

\* Source: Historical average based on RJ Gators at LSL

**POTABLE WATER SUBTOTAL** \$91,720.50

<u>WASTEWATER</u>			
<u>235</u>	<u>Seats</u>	<u>X</u>	<u>30</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.
		<u>X</u>	
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.

\* Source: Historical average based on RJ Gators at LSL

**WASTEWATER SUBTOTAL** \$191,548.50

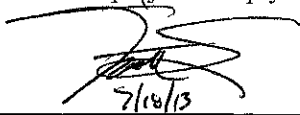
**METER INSTALLATION FEE**

Meter Paid Separately  
Meter quantity and meter size

**TOTAL** \$283,269.00

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

  
7/18/13

Signature and Date

Matt Miller, PE  
Engineered Building Systems, Inc.  
Name and Title (please print or type)

**MATTHEW B. MILLER, P.E.**  
**P.E. LICENSE NUMBER 66499**

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** Brownwood Building - Retail Space 7  
**911 ADDRESS:** 3680 Meggison Road  
**DEVELOPER:** TVOC  
**TYPE OF PROJECT:** New Construction

<u>POTABLE WATER</u>				<u>MAIN EXTENSION</u>
				<u>CHARGE</u>
<u>1228</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$13.01/gpd = \$1,597.63</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	
		<u>X</u>		<u>gpd* X \$13.01/gpd = \$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	

\* Source: \_\_\_\_\_

**POTABLE WATER SUBTOTAL** \$1,597.63

<u>WASTEWATER</u>			
<u>1228</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.
		<u>X</u>	
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** \$3,336.48

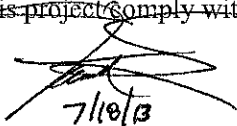
**METER INSTALLATION FEE**

Meter Paid Separately  
Meter quantity and meter size

**TOTAL** \$4,934.10

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

  
7/10/13

Signature and Date

Matt Miller, PE  
Engineered Building Systems, Inc.  
Name and Title (please print or type)

**MATTHEW B. MILLER, P.E.**  
**P.E. LICENSE NUMBER 66499**

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** Brownwood Building - Retail Space 8  
**911 ADDRESS:** 3682 Meggison Road  
**DEVELOPER:** TVOC  
**TYPE OF PROJECT:** New Construction

<u>POTABLE WATER</u>				<u>MAIN EXTENSION</u>
				<u>CHARGE</u>
<u>1211</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$13.01/gpd = \$1,575.51</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	
		<u>X</u>		<u>gpd* X \$13.01/gpd = \$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	

\* Source: \_\_\_\_\_

**POTABLE WATER SUBTOTAL** \$1,575.51

<u>WASTEWATER</u>			
<u>1211</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.
		<u>X</u>	
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** \$3,290.29


**METER INSTALLATION FEE**

Meter Paid Separately  
Meter quantity and meter size

**TOTAL** \$4,865.80

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

  
7/10/13  
\_\_\_\_\_  
Signature and Date

Matt Miller, PE  
Engineered Building Systems, Inc.  
\_\_\_\_\_  
Name and Title (please print or type)

**MATTHEW B. MILLER, P.E.**  
**P.E. LICENSE NUMBER 66499**

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** Brownwood Building - Retail Space 9  
**911 ADDRESS:** 3684 Meggison Road  
**DEVELOPER:** TVOC  
**TYPE OF PROJECT:** New Construction

<u>POTABLE WATER</u>				<u>MAIN EXTENSION CHARGE</u>
<u>1211</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$13.01/gpd = \$1,575.51</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	
		<u>X</u>		<u>gpd* X \$13.01/gpd = \$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	

\* Source: \_\_\_\_\_

**POTABLE WATER SUBTOTAL** \$1,575.51

<u>WASTEWATER</u>			
<u>1211</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.
		<u>X</u>	
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** \$3,290.29

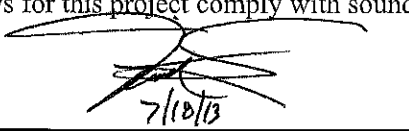
**METER INSTALLATION FEE**

Meter Paid Separately  
Meter quantity and meter size

**TOTAL** \$4,865.80

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

  
7/18/13  
\_\_\_\_\_  
Signature and Date

Matt Miller, PE  
Engineered Building Systems, Inc.  
\_\_\_\_\_  
Name and Title (please print or type)

**MATTHEW B. MILLER, P.E.**  
**P.E. LICENSE NUMBER 66499**



**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** Brownwood Building - Retail Space 10  
**911 ADDRESS:** 3686 Meggison Road  
**DEVELOPER:** TVOC  
**TYPE OF PROJECT:** New Construction

**POTABLE WATER**

**MAIN EXTENSION  
CHARGE**

<u>1226</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$13.01/gpd =</u>	<u>\$1,595.03</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
<u>        </u>	<u>        </u>	<u>X</u>	<u>        </u>	<u>gpd* X \$13.01/gpd =</u>	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: \_\_\_\_\_

**POTABLE WATER SUBTOTAL** \$1,595.03

**WASTEWATER**

<u>1226</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$27.17/gpd =</u>	<u>\$3,331.04</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
<u>        </u>	<u>        </u>	<u>X</u>	<u>        </u>	<u>gpd* X \$27.17/gpd =</u>	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** \$3,331.04

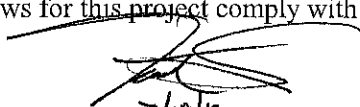
**METER INSTALLATION FEE**

Meter Paid Separately  
Meter quantity and meter size

**TOTAL** \$4,926.07

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

  
7/10/13  
Signature and Date

Matt Miller, PE  
Engineered Building Systems, Inc.  
Name and Title (please print or type)

**MATTHEW B. MILLER, P.E.**  
**P.E. LICENSE NUMBER 66499**

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** Brownwood Building - Retail Space 11  
**911 ADDRESS:** 3688 Meggison Road  
**DEVELOPER:** TVOC  
**TYPE OF PROJECT:** New Construction

<u>POTABLE WATER</u>				<u>MAIN EXTENSION</u> <u>CHARGE</u>
<u>1224</u> Quantity	<u>SF</u> Seats, Employees, S.F., etc.	X	<u>0.1</u> Flow per Seat, Employee, S.F., etc.	gpd* X \$13.01/gpd = <u>\$1,592.42</u>
<u>          </u> Quantity	<u>          </u> Seats, Employees, S.F., etc.	X	<u>          </u> Flow per Seat, Employee, S.F., etc.	gpd* X \$13.01/gpd = <u>\$0.00</u>

\* Source: \_\_\_\_\_

**POTABLE WATER SUBTOTAL** \$1,592.42

<u>WASTEWATER</u>				
<u>1224</u> Quantity	<u>SF</u> Seats, Employees, S.F., etc.	X	<u>0.1</u> Flow per Seat, Employee, S.F., etc.	gpd* X \$27.17/gpd = <u>\$3,325.61</u>
<u>          </u> Quantity	<u>          </u> Seats, Employees, S.F., etc.	X	<u>          </u> Flow per Seat, Employee, S.F., etc.	gpd* X \$27.17/gpd = <u>\$0.00</u>

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** \$3,325.61

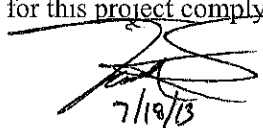
**METER INSTALLATION FEE**

Meter Paid Separately  
Meter quantity and meter size \_\_\_\_\_

**TOTAL** \$4,918.03

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

  
7/19/13  
\_\_\_\_\_  
Signature and Date

Matt Miller, PE  
Engineered Building Systems, Inc.  
\_\_\_\_\_  
Name and Title (please print or type)

**MATTHEW B. MILLER, P.E.**  
**P.E. LICENSE NUMBER 66499**

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** Brownwood Building - Restaurant Space 12  
**911 ADDRESS:** 3690/92/94/96/98 Meggison Road  
**DEVELOPER:** TVOC  
**TYPE OF PROJECT:** New Construction

<u>POTABLE WATER</u>				<u>MAIN EXTENSION</u> <u>CHARGE</u>	
<u>229</u>	<u>Seats</u>	<u>X</u>	<u>20</u>	<u>gpd* X \$13.01/gpd =</u>	<u>\$59,585.80</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
		<u>X</u>		<u>gpd* X \$13.01/gpd =</u>	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
* Source: <u>Historical Average Gator's Dockside Spanish Springs</u>					

**POTABLE WATER SUBTOTAL** \$59,585.80

<u>WASTEWATER</u>					
<u>229</u>	<u>Seats</u>	<u>X</u>	<u>20</u>	<u>gpd* X \$27.17/gpd =</u>	<u>\$124,438.60</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
		<u>X</u>		<u>gpd* X \$27.17/gpd =</u>	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
* Source: <u>Historical Average Gator's Dockside Spanish Springs</u>					

**WASTEWATER SUBTOTAL** \$124,438.60

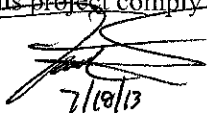
**METER INSTALLATION FEE**

Meter Paid Separately  
Meter quantity and meter size

**TOTAL** \$184,024.40

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

  
7/19/13

Signature and Date

Matt Miller, PE  
Engineered Building Systems, Inc.

Name and Title (please print or type)

**MATTHEW B. MILLER, P.E.**  
**P.E. LICENSE NUMBER 66499**

*SCHEDULE 2 TO EXHIBIT B*

*See Attached.*

**CENTRAL SUMTER UTILITY COMPANY, L.L.C.  
AGREEMENT FOR WATER AND SEWER  
UTILITY SERVICE**

PROJECT NAME: Brownwood - Hanson & Scott Building

911 ADDRESS: \_\_\_\_\_

PROJECT DESCRIPTION: Provide Potable Water and Wastewater

PROJECT OWNER: The Villages Operating Company

CIAC FUNDED BY: The Villages Operating Company

UTILITY BILLS TO: Varies by Space - Refer to Exhibits

**THIS AGREEMENT** is entered into this 16th day of August, 2019, between **THE VILLAGES OPERATING COMPANY** whose address is 3619 Kiessel Road, The Villages, FL 32163 ("Owner"), and **CENTRAL SUMTER UTILITY COMPANY, L.L.C.**, a Florida limited liability company, whose address is 3619 Kiessel Road, The Villages, Florida 32163 (the "Utility Company").

**RECITALS**

1. Owner owns or controls lands located in Sumter County, Florida, (the "Property"), and the Owner has developed or intends to develop the Property by constructing, or having constructed, the Project described above.
2. Owner desires that the Utility Company provide water service, and central wastewater collection and treatment services (collectively the "Utility Services") for the Property.
3. The Utility Company is authorized by the Florida Public Service Commission pursuant to WATER TARIFF (the "Water Tariff"), and by WASTEWATER TARIFF, (the "Wastewater Tariff") issued under Order No #PSC-11-0113-PAA-WS.
4. The Utility Company is willing to provide Utility Services to the Property in accordance with the conditions and provisions of this Agreement.
5. At this time the parties wish to set forth their agreement as stated below.

NOW, THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, Owner and Utility Company hereby covenant and agree as follows:

1. The Recitals set forth above are true and correct.
2. Definitions. Terms not defined herein shall be as defined in the Water Tariff and

## Wastewater Tariff.

3. Agreement to Serve. Utility Company covenants and agrees that it will connect or oversee the connection of the potable water distribution and wastewater collection facilities installed by Owner to the central facilities of Utility Company in accordance with the terms and intent of this Agreement upon:

- a. Upon the completion of construction of the on-site and off-site potable water and central wastewater facilities by Owner,
- b. the inspection and approval of such potable water and central wastewater facilities by Utility Company,
- c. the issuance of the final letter of acceptance by Utility Company where applicable, and
- d. the compliance by the Owner with all of the other terms of this Agreement, including the payment of such fees and charges as is authorized by the Water Tariff and the Wastewater Tariff.

Such connection shall at all times be in accordance with rules, regulations and orders of the applicable governmental authorities. The Utility Company agrees that once it provides Utility Service to the Property, that thereafter, the Utility Company will continuously provide Utility Services, in accordance with the rules and regulations and rate schedules set forth in the Water Tariff and Wastewater Tariff, as they exist from time to time. A summary of the current rates and charges is set forth in *Exhibit "A"*.

4. Contributions in Aid of Construction. In addition to the charges set forth in *Exhibit "A"*, the Owner agrees to pay to the Utility Company Contributions-in-aid-of-Construction in the form of a Main Extension Charge as authorized by the Water Tariff and Wastewater Tariff at the rates set forth below.

<u>Main Extension Charge</u>	<u>Charge Per Gallon/Day Demand</u>
Water	\$ 13.01
Wastewater	\$ 27.17

The initial Main Extension Charge will be calculated in accordance with the Project Engineer's Certification of Anticipated Project Utilization, which is to be completed by the Project Engineer and attached to this Agreement as on *Exhibit "B"*. The Main Extension Charge is due and payable within ten (10) days from the date of approval by the Utility Company to the Owner. All applicable fees shall be made payable to Central Sumter Utility Company, L.L.C. and remitted to 1020 Lake Sumter Landing, The Villages, FL 32162. FAILURE TO PAY THE APPLICABLE CHARGES WITHIN SUCH TIME FRAME SHALL TERMINATE ALL RIGHTS OF THE OWNER TO RECEIVE UTILITY SERVICES.

If the Utility Company determines that the average utilization per day during any billing period exceeds the Anticipated Project Utilization evidenced in *Exhibit "B"*, then the Utility Company shall be entitled to invoice and collect from the Owner, the difference between

the actual average per day utilization for such billing period, and the Anticipated Project Utilization set forth on *Exhibit "B"*. However, in no case shall the Owner be entitled to a refund if the Anticipated Project Utilization in *Exhibit "B"* exceeds the actual average daily utilization of any billing period due to Owner's action or inaction, governmental rules, regulations or restrictions, or an event described in Section 8. Failure of the Utility Company to collect additional Main Extension Charge for any period shall not prevent the Utility Company from collecting such appropriate Main Extension Charge at any future time for the period of over-utilization.

5. Utility Company's Exclusive Right To Utility Facilities. Owner agrees with Utility Company that all water and wastewater facilities accepted by Utility Company in connection with providing Utility Services to the Property, shall at all times remain in the sole, complete and exclusive ownership of Utility Company, its successors and assigns, and any person or entity owning any part of the Property, shall not have any right, title, claim or interest in and to such facilities or any part of them, for any purpose, including the furnishing of water and wastewater services to other persons or entities located within or beyond the limits of the Property. Utility Company shall promptly provide all maintenance for the Utility System.

6. Exclusive Right to Provide Service. Owner, as a further and essential consideration of this Agreement, agrees that Owner, or the successors and assigns of Owner, shall not (the words "shall not" being used in a mandatory definition) engage in the business or businesses of providing Utility Services to the Property during the period of time Utility Company, its successors or assigns, provide Utility Services to the Property, it being the intention of the parties hereto that under the foregoing provision and also other provisions of this Agreement, Utility Company shall have the sole and exclusive right and privilege to provide Utility Services to the Property.

7. Notice. Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, by mail or by telegram to the addresses set forth above.

8. Force Majeure. In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either party, including but not limited to Act of God or of the public enemy, war, national emergency, allocation or of other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, sinkhole or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping transmission or other facilities, governmental rules or acts or orders or restrictions or regulations or requirements, acts or action of any government or public or governmental authority or commission or board or agency or agent or official or officer, the enactment of any statute or ordinance or resolution or regulation or rule or ruling or order, order or decree or judgment or restraining order or injunction of any court, said party shall not be liable for such non-performance.

9. Indemnification. Owner agrees to indemnify and hold Utility Company harmless

from and against any and all liabilities, claims, damages, costs and expenses (including reasonable attorney fees) to which Utility Company may become subject by reason of or arising out of Owner's performance of this Agreement. This indemnification provision shall survive the actual connection to Utility Company's Utility Service systems.

Utility Company agrees to indemnify and hold Owner harmless from and against any and all liabilities, claims, damages, costs and expenses (including reasonable attorney fees) to which Owner may become subject by reason of or arising out of Utility Company's performance of this Agreement. This indemnification provision shall survive the actual connection to the Owner's Distribution System.

10. The Laws of the State of Florida. This Agreement shall be governed by the laws of the State of Florida and it shall be and become effective immediately upon execution by both parties hereto, subject to any approvals which must be obtained from governmental authority.

13. Binding Effect. This Agreement shall bind the parties, together with their respective successors, grantees, heirs and assigns.

**IN WITNESS WHEREOF,** Owner and Utility Company have executed or caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

**"OWNER":**

THE VILLAGES OPERATING COMPANY

By: 

Name: Martin L. Dzubo

Title: Vice President

**"UTILITY COMPANY":**

CENTRAL SUMTER UTILITY COMPANY, L.L.C.

By: 

Name: John Arnett, III

Title: Authorized Agent



**"EXHIBIT A"**

**CENTRAL SUMTER UTILITY COMPANY  
GENERAL SERVICE MONTHLY RATE SCHEDULE  
(ALL SERVICE EXCEPT SINGLE FAMILY RESIDENTIAL)**

**WATER**

Base Facility	
<u>Meter Size</u>	<u>(Minimum Monthly Charge)</u>
5/8" x 3/4"	\$ 8.84
3/4" x 3/4"	\$ 13.27
1"	\$ 22.10
1-1/2"	\$ 44.21
2"	\$ 70.73
3"	\$ 141.47
4"	\$ 221.03
6"	\$ 442.08
8"	\$ 707.32
10"	\$1,016.77
Gallonge Charge	\$2.09 / per 1,000 gallons

**SEWER**

Base Facility	
<u>Water Meter Size</u>	<u>(Minimum Monthly Charge)</u>
5/8" x 3/4"	\$ 15.72
3/4" x 3/4"	\$ 23.57
1"	\$ 39.28
1-1/2"	\$ 125.71
2"	\$ 251.43
3"	\$ 392.86
4"	\$ 785.68
6"	\$1,257.10
8"	\$1,807.10
Gallonge Charge	\$5.89 / per 1,000 gallons

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** Brownwood Paddock Square - Hanson & Scott Building-Eastern Meter  
**911 ADDRESS:** \_\_\_\_\_  
**OWNER:** \_\_\_\_\_  
**TYPE OF PROJECT:** Commercial Office

**POTABLE WATER****MAIN EXTENSION  
CHARGE**

<u>35</u>	<u>employees</u>	<u>X</u>	<u>20</u>	<u>gpd* X \$13.01/gpd =</u>	<u>\$9,107.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
		<u>X</u>		<u>gpd* X \$13.01/gpd =</u>	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: \_\_\_\_\_

**POTABLE WATER SUBTOTAL**\$9,107.00**WASTEWATER**

<u>35</u>	<u>employees</u>	<u>X</u>	<u>20</u>	<u>gpd* X \$27.17/gpd =</u>	<u>\$19,019.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
		<u>X</u>		<u>gpd* X \$27.17/gpd =</u>	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: \_\_\_\_\_

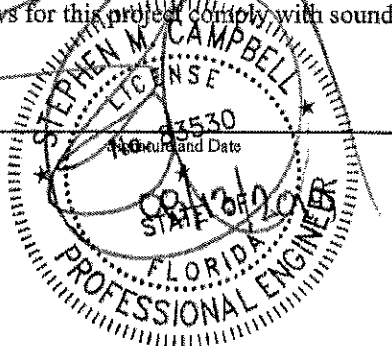
**WASTEWATER SUBTOTAL**\$19,019.00**METER INSTALLATION FEE**

<u>1- 2" each</u>	<u>\$988.00</u>
Meter quantity and meter size	

**1-6" Fire Line off Irrigation Main****TOTAL** \$29,114.00**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

STEPHEN M. CAMPBELL, P.E. 83530

\_\_\_\_\_  
Name and Title (please print or type)

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** Brownwood Paddock Square - Hanson & Scott Building-Western Meter  
**911 ADDRESS:** \_\_\_\_\_  
**OWNER:** \_\_\_\_\_  
**TYPE OF PROJECT:** Commercial Office

**POTABLE WATER****MAIN EXTENSION  
CHARGE**

<u>35</u>	<u>employees</u>	X	<u>20</u>	gpd* X \$13.01/gpd =	<u>\$9,107.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
		X		gpd* X \$13.01/gpd =	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: \_\_\_\_\_

**POTABLE WATER SUBTOTAL**\$9,107.00**WASTEWATER**

<u>35</u>	<u>employees</u>	X	<u>20</u>	gpd* X \$27.17/gpd =	<u>\$19,019.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
		X		gpd* X \$27.17/gpd =	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL**\$19,019.00**METER INSTALLATION FEE**

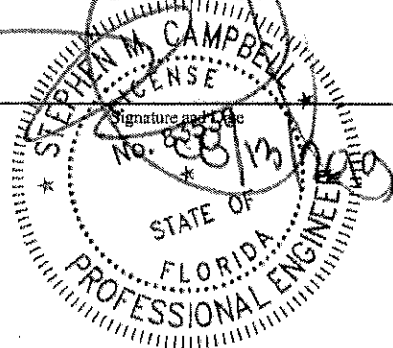
<u>1- 2" each</u>		<u>\$988.00</u>
Meter quantity and meter size		

**TOTAL** \$29,114.00**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

STEPHEN M. CAMPBELL, P.E. 83530

Name and Title (please print or type)



*SCHEDULE 3 TO EXHIBIT B*

*See Attached.*

**CENTRAL SUMTER UTILITY COMPANY, L.L.C.  
AGREEMENT FOR WATER AND SEWER  
UTILITY SERVICE**

PROJECT NAME: Brownwood - Keller Building & Berning Building

911 ADDRESS: 3631 Kiessel Rd & 2749 West Torch Lake Dr

PROJECT DESCRIPTION: Provide Potable Water and Wastewater

PROJECT OWNER: The Villages Operating Company

CIAC FUNDED BY: The Villages Operating Company

UTILITY BILLS TO: Varies by Space - Refer to Exhibits

**THIS AGREEMENT** is entered into this 20th day of September, 2013, between **THE VILLAGES OPERATING COMPANY** whose address is 1020 Lake Sumter Landing, The Villages, FL 32162 ("Owner"), and **CENTRAL SUMTER UTILITY COMPANY, L.L.C.**, a Florida limited liability company, whose address is 1020 Lake Sumter Landing, The Villages, Florida 32162 (the "Utility Company").

**RECITALS**

1. Owner owns or controls lands located in Sumter County, Florida, (the "Property"), and the Owner has developed or intends to develop the Property by constructing, or having constructed, the Project described above.

2. Owner desires that the Utility Company provide water service, and central wastewater collection and treatment services (collectively the "Utility Services") for the Property.

3. The Utility Company is authorized by the Florida Public Service Commission pursuant to WATER TARIFF (the "Water Tariff"), and by WASTEWATER TARIFF, (the "Wastewater Tariff") issued under Order No #PSC-11-0113-PAA-WS.

4. The Utility Company is willing to provide Utility Services to the Property in accordance with the conditions and provisions of this Agreement.

5. At this time the parties wish to set forth their agreement as stated below.

NOW, THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, Owner and Utility Company hereby covenant and agree as follows:

1. The Recitals set forth above are true and correct.
2. Definitions. Terms not defined herein shall be as defined in the Water Tariff and

Wastewater Tariff.

3. Agreement to Serve. Utility Company covenants and agrees that it will connect or oversee the connection of the potable water distribution and wastewater collection facilities installed by Owner to the central facilities of Utility Company in accordance with the terms and intent of this Agreement upon:

- a. Upon the completion of construction of the on-site and off-site potable water and central wastewater facilities by Owner,
- b. the inspection and approval of such potable water and central wastewater facilities by Utility Company,
- c. the issuance of the final letter of acceptance by Utility Company where applicable, and
- d. the compliance by the Owner with all of the other terms of this Agreement, including the payment of such fees and charges as is authorized by the Water Tariff and the Wastewater Tariff.

Such connection shall at all times be in accordance with rules, regulations and orders of the applicable governmental authorities. The Utility Company agrees that once it provides Utility Service to the Property, that thereafter, the Utility Company will continuously provide Utility Services, in accordance with the rules and regulations and rate schedules set forth in the Water Tariff and Wastewater Tariff, as they exist from time to time. A summary of the current rates and charges is set forth in ***Exhibit "A"***.

4. Contributions in Aid of Construction. In addition to the charges set forth in ***Exhibit "A"***, the Owner agrees to pay to the Utility Company Contributions-in-aid-of-Construction in the form of a Main Extension Charge as authorized by the Water Tariff and Wastewater Tariff at the rates set forth below.

<u>Main Extension Charge</u>	<u>Charge Per Gallon/Day Demand</u>
Water	\$ 13.01
Wastewater	\$ 27.17

The initial Main Extension Charge will be calculated in accordance with the Project Engineer's Certification of Anticipated Project Utilization, which is to be completed by the Project Engineer and attached to this Agreement as on ***Exhibit "B"***. The Main Extension Charge is due and payable within ten (10) days from the date of approval by the Utility Company to the Owner. All applicable fees shall be made payable to Central Sumter Utility Company, L.L.C. and remitted to 1020 Lake Sumter Landing, The Villages, FL 32162. FAILURE TO PAY THE APPLICABLE CHARGES WITHIN SUCH TIME FRAME SHALL TERMINATE ALL RIGHTS OF THE OWNER TO RECEIVE UTILITY SERVICES.

If the Utility Company determines that the average utilization per day during any billing period exceeds the Anticipated Project Utilization evidenced in ***Exhibit "B"***, then the Utility Company shall be entitled to invoice and collect from the Owner, the difference between

the actual average per day utilization for such billing period, and the Anticipated Project Utilization set forth on ***Exhibit "B"***. However, in no case shall the Owner be entitled to a refund if the Anticipated Project Utilization in ***Exhibit "B"*** exceeds the actual average daily utilization of any billing period due to Owner's action or inaction, governmental rules, regulations or restrictions, or an event described in Section 8. Failure of the Utility Company to collect additional Main Extension Charge for any period shall not prevent the Utility Company from collecting such appropriate Main Extension Charge at any future time for the period of over-utilization.

5. Utility Company's Exclusive Right To Utility Facilities. Owner agrees with Utility Company that all water and wastewater facilities accepted by Utility Company in connection with providing Utility Services to the Property, shall at all times remain in the sole, complete and exclusive ownership of Utility Company, its successors and assigns, and any person or entity owning any part of the Property, shall not have any right, title, claim or interest in and to such facilities or any part of them, for any purpose, including the furnishing of water and wastewater services to other persons or entities located within or beyond the limits of the Property. Utility Company shall promptly provide all maintenance for the Utility System.

6. Exclusive Right to Provide Service. Owner, as a further and essential consideration of this Agreement, agrees that Owner, or the successors and assigns of Owner, shall not (the words "shall not" being used in a mandatory definition) engage in the business or businesses of providing Utility Services to the Property during the period of time Utility Company, its successors or assigns, provide Utility Services to the Property, it being the intention of the parties hereto that under the foregoing provision and also other provisions of this Agreement, Utility Company shall have the sole and exclusive right and privilege to provide Utility Services to the Property.

7. Notice. Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, by mail or by telegram to the addresses set forth above.

8. Force Majeure. In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either party, including but not limited to Act of God or of the public enemy, war, national emergency, allocation or of other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, sinkhole or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping transmission or other facilities, governmental rules or acts or orders or restrictions or regulations or requirements, acts or action of any government or public or governmental authority or commission or board or agency or agent or official or officer, the enactment of any statute or ordinance or resolution or regulation or rule or ruling or order, order or decree or judgment or restraining order or injunction of any court, said party shall not be liable for such non-performance.

9. Indemnification. Owner agrees to indemnify and hold Utility Company harmless

from and against any and all liabilities, claims, damages, costs and expenses (including reasonable attorney fees) to which Utility Company may become subject by reason of or arising out of Owner's performance of this Agreement. This indemnification provision shall survive the actual connection to Utility Company's Utility Service systems.

Utility Company agrees to indemnify and hold Owner harmless from and against any and all liabilities, claims, damages, costs and expenses (including reasonable attorney fees) to which Owner may become subject by reason of or arising out of Utility Company's performance of this Agreement. This indemnification provision shall survive the actual connection to the Owner's Distribution System.

10. The Laws of the State of Florida. This Agreement shall be governed by the laws of the State of Florida and it shall be and become effective immediately upon execution by both parties hereto, subject to any approvals which must be obtained from governmental authority.

13. Binding Effect. This Agreement shall bind the parties, together with their respective successors, grantees, heirs and assigns.

**IN WITNESS WHEREOF,** Owner and Utility Company have executed or caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

**"OWNER":**

THE VILLAGES OPERATING COMPANY

By:

Name: Martin L. Dzuro

Title: Vice President

**"UTILITY COMPANY":**

CENTRAL SUMTER UTILITY COMPANY, L.L.C.

By:

Name: John Arnett, III

Title: Authorized Agent



**“EXHIBIT A”**

**CENTRAL SUMTER UTILITY COMPANY  
GENERAL SERVICE MONTHLY RATE SCHEDULE  
(ALL SERVICE EXCEPT SINGLE FAMILY RESIDENTIAL)**

<u><b>WATER</b></u>	<u>Meter Size</u>	Base Facility (Minimum Monthly Charge)
	5/8" x 3/4"	\$ 8.38
	3/4" x 3/4"	\$ 12.57
	1"	\$ 20.94
	1-1/2"	\$ 41.89
	2"	\$ 67.02
	3"	\$134.03
	4"	\$209.43
	6"	\$418.86
	8"	\$670.17
	10"	\$963.37
	Gallage Charge	\$1.98 / per 1,000 gallons

<u><b>SEWER</b></u>	<u>Water Meter Size</u>	Base Facility (Minimum Monthly Charge)
	5/8" x 3/4"	\$ 15.26
	3/4" x 3/4"	\$ 22.89
	1"	\$ 38.15
	1-1/2"	\$ 122.07
	2"	\$ 244.15
	3"	\$ 381.48
	4"	\$ 762.95
	6"	\$1220.73
	8"	\$1754.80
	Gallage Charge	\$5.71 / per 1,000 gallons



# The Villages

KELLER BUILDING &  
BERNING BUILDING

THE VILLAGES, FL 32163  
911 NUMBERING MAP  
SEPTEMBER 27, 2012

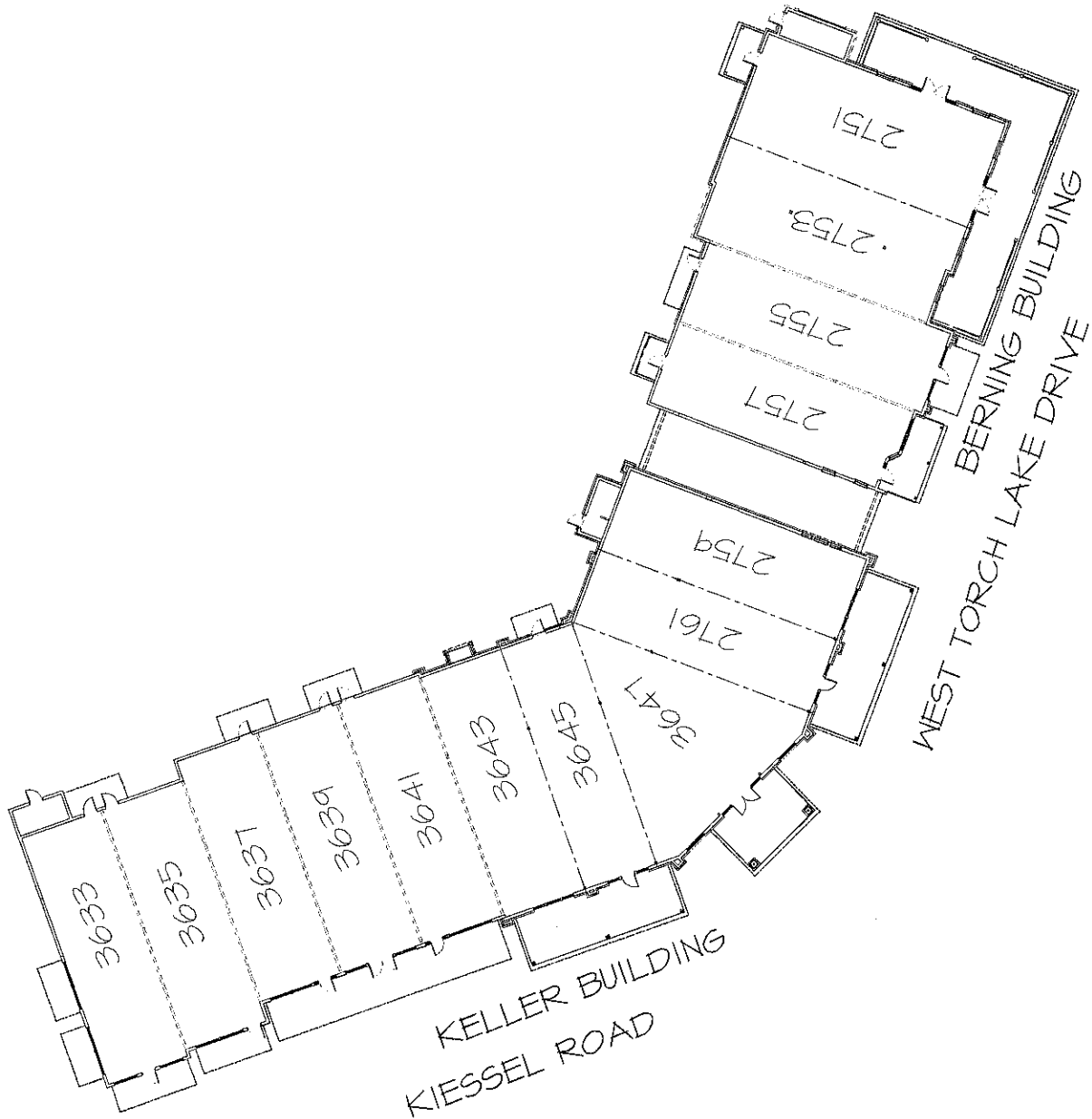
KELLER BUILDING HOUSE METER  
3631 KIESSSEL ROAD

BERNING BUILDING HOUSE METER  
2744 WEST TORCH LAKE DRIVE

**Arnett**  
Environmental, LLC

1038 Lake Sumter Landing The Villages, FL 32162  
Tel No. (352)753-4747 Fax No. (352)753-1296  
Certificate of Authorization Number: 27495

**DISCLAIMER**  
THIS MAP WAS PREPARED ONLY AS AN AID TO AGENCIES, SERVICES AND ORGANIZATIONS UTILIZING THE 911 EMERGENCY NUMBERING SYSTEM IN THE VILLAGES. THE INFORMATION AND DEPICTIONS IN THIS MAP ARE PROVIDED FOR CONVENIENCE AND GENERAL INFORMATION PURPOSES ONLY. THE VILLAGES OF LAKE SUMTER, INC., ARNETT ENVIRONMENTAL, AND ITS AFFILIATES, DO NOT GUARANTEE, AND EXPRESSLY DISCLAIM ANY RESPONSIBILITY FOR THE CONTENT, VALIDITY, TIMELINESS OR USER EFFECT OF THE DATA AND THE INFORMATION DEPICTED. THE USER ASSUMES ALL LIABILITY FOR THE USE OF THE DATA AND INFORMATION IS AT THE USER'S RISK. THE USER EXPRESSLY ACCEPTS FULL RESPONSIBILITY AND LIABILITY FOR THE USER'S USE OF ANY SUCH DATA OR INFORMATION IN ITS ACTUAL OR ALTERED FORM AND ANY DECISIONS MADE OR ACTIONS TAKEN IN RELIANCE UPON ANY INFORMATION OR DATA HEREIN.



**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** Keller Building - House Meter  
**911 ADDRESS:** 3631 Kiessel Road  
**DEVELOPER:** TVOC  
**TYPE OF PROJECT:** New Construction

<u>POTABLE WATER</u>				<u>MAIN EXTENSION</u>
				<u>CHARGE</u>
<u>50</u>	<u>GPD</u>	<u>X</u>	<u>1</u>	<u>gpd * X \$13.01/gpd = \$650.50</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	
		<u>X</u>		<u>gpd * X \$13.01/gpd = \$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	

\* Source: \_\_\_\_\_

**POTABLE WATER SUBTOTAL** \$650.50

<u>WASTEWATER</u>			
		<u>X</u>	<u>gpd * X \$27.17/gpd = \$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.
		<u>X</u>	<u>gpd * X \$27.17/gpd = \$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** \$0.00

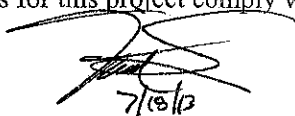
METER INSTALLATION FEE

<u>5/8" x 3/4" Meter</u>	<u>\$215.00</u>
Meter quantity and meter size	

**TOTAL** \$865.50

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

  
7/15/10

Signature and Date

Matt Miller, PE  
Engineered Building Systems, Inc.  
Name and Title (please print or type)

MATTHEW B. MILLER, P.E.  
P.E. LICENSE NUMBER 66499

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** Keller Building - Retail 1A  
**911 ADDRESS:** 3633 Kiessel Road  
**DEVELOPER:** TVOC  
**TYPE OF PROJECT:** New Construction

<u>POTABLE WATER</u>				<u>MAIN EXTENSION</u>
				<u>CHARGE</u>
<u>1253</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$13.01/gpd = \$1,630.15</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	
		<u>X</u>		<u>gpd* X \$13.01/gpd = \$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	

\* Source: \_\_\_\_\_

**POTABLE WATER SUBTOTAL** \$1,630.15

**WASTEWATER**

<u>1253</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$27.17/gpd = \$3,404.40</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	
		<u>X</u>		<u>gpd* X \$27.17/gpd = \$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** \$3,404.40

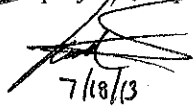
**METER INSTALLATION FEE**

Meter Paid Separately \_\_\_\_\_  
Meter quantity and meter size

**TOTAL** \$5,034.55

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

  
7/18/13

Signature and Date

Matt Miller, PE  
Engineered Building Systems, Inc.  
Name and Title (please print or type)

**MATTHEW B. MILLER, P.E.**  
**P.E. LICENSE NUMBER 66499**

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** Keller Building - Retail 1B  
**911 ADDRESS:** 3635 Kiessel Road  
**DEVELOPER:** TVOC  
**TYPE OF PROJECT:** New Construction

**POTABLE WATER**

**MAIN EXTENSION**  
**CHARGE**

<u>1202</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$13.01/gpd =</u>	<u>\$1,563.80</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
		<u>X</u>		<u>gpd* X \$13.01/gpd =</u>	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: \_\_\_\_\_

**POTABLE WATER SUBTOTAL** \$1,563.80

**WASTEWATER**

<u>1202</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$27.17/gpd =</u>	<u>\$3,265.83</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
		<u>X</u>		<u>gpd* X \$27.17/gpd =</u>	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** \$3,265.83

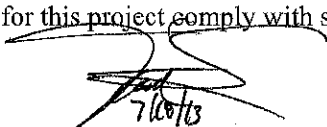
**METER INSTALLATION FEE**

Meter Paid Separately  
Meter quantity and meter size

**TOTAL** \$4,829.64

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

  
Signature and Date

**MATTHEW B. MILLER, P.E.**  
**P.E. LICENSE NUMBER 66499**

Matt Miller, PE  
Engineered Building Systems, Inc.  
Name and Title (please print or type)

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** Keller Building - Retail 1C  
**911 ADDRESS:** 3637 Kiessel Road  
**DEVELOPER:** TVOC  
**TYPE OF PROJECT:** New Construction

<u>POTABLE WATER</u>				<u>MAIN EXTENSION</u> <u>CHARGE</u>
<u>1202</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	gpd* X \$13.01/gpd = <u>\$1,563.80</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	
		<u>X</u>		gpd* X \$13.01/gpd = <u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	
* Source: _____				

**POTABLE WATER SUBTOTAL** \$1,563.80

<u>WASTEWATER</u>				
<u>1202</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	gpd* X \$27.17/gpd = <u>\$3,265.83</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	
		<u>X</u>		gpd* X \$27.17/gpd = <u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	
* Source: _____				

**WASTEWATER SUBTOTAL** \$3,265.83

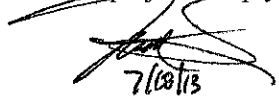
**METER INSTALLATION FEE**

Meter Paid Separately \_\_\_\_\_  
Meter quantity and meter size

**TOTAL** \$4,829.64

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

  
\_\_\_\_\_  
Signature and Date

Matt Miller, PE  
Engineered Building Systems, Inc.  
\_\_\_\_\_  
Name and Title (please print or type)

MATTHEW B. MILLER, P.E.  
P.E. LICENSE NUMBER 66499

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** Keller Building - Retail 1D  
**911 ADDRESS:** 3639 Kiessel Road  
**DEVELOPER:** TVOC  
**TYPE OF PROJECT:** New Construction

**POTABLE WATER** **MAIN EXTENSION**  
**CHARGE**

<u>1201</u>	<u>SF</u>	X	<u>0.1</u>	<u>gpd* X \$13.01/gpd =</u>	<u>\$1,562.50</u>
<small>Quantity</small>	<small>Seats, Employees, S.F., etc.</small>		<small>Flow per Seat, Employee, S.F., etc.</small>		
<u>          </u>	<u>          </u>	X	<u>          </u>	<u>gpd* X \$13.01/gpd =</u>	<u>\$0.00</u>
<small>Quantity</small>	<small>Seats, Employees, S.F., etc.</small>		<small>Flow per Seat, Employee, S.F., etc.</small>		

\* Source: \_\_\_\_\_

**POTABLE WATER SUBTOTAL** \$1,562.50

**WASTEWATER**

<u>1201</u>	<u>SF</u>	X	<u>0.1</u>	<u>gpd* X \$27.17/gpd =</u>	<u>\$3,263.12</u>
<small>Quantity</small>	<small>Seats, Employees, S.F., etc.</small>		<small>Flow per Seat, Employee, S.F., etc.</small>		
<u>          </u>	<u>          </u>	X	<u>          </u>	<u>gpd* X \$27.17/gpd =</u>	<u>\$0.00</u>
<small>Quantity</small>	<small>Seats, Employees, S.F., etc.</small>		<small>Flow per Seat, Employee, S.F., etc.</small>		

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** \$3,263.12

**METER INSTALLATION FEE**

Meter Paid Separately \_\_\_\_\_  
Meter quantity and meter size

**TOTAL** \$4,825.62

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

  
7/18/13

\_\_\_\_\_  
Signature and Date

Matt Miller, PE  
Engineered Building Systems, Inc.  
\_\_\_\_\_  
Name and Title (please print or type)

**MATTHEW B. MILLER, P.E.**  
**P.E. LICENSE NUMBER 66499**

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** Keller Building - Retail 1E  
**911 ADDRESS:** 3641 Kiessel Road  
**DEVELOPER:** TVOC  
**TYPE OF PROJECT:** New Construction

**POTABLE WATER** **MAIN EXTENSION**  
**CHARGE**

1201	SF	X	0.1	gpd* X \$13.01/gpd =	\$1,562.50
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

Quantity	Seats, Employees, S.F., etc.	X	Flow per Seat, Employee, S.F., etc.	gpd* X \$13.01/gpd =	\$0.00
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\* Source: \_\_\_\_\_

**POTABLE WATER SUBTOTAL** \$1,562.50

**WASTEWATER**

1201	SF	X	0.1	gpd* X \$27.17/gpd =	\$3,263.12
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

Quantity	Seats, Employees, S.F., etc.	X	Flow per Seat, Employee, S.F., etc.	gpd* X \$27.17/gpd =	\$0.00
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\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** \$3,263.12


**METER INSTALLATION FEE**

Meter Paid Separately \_\_\_\_\_  
Meter quantity and meter size

**TOTAL** \$4,825.62

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

  
7/18/13  
\_\_\_\_\_  
Signature and Date

Matt Miller, PE  
Engineered Building Systems, Inc.  
\_\_\_\_\_  
Name and Title (please print or type)

**MATTHEW B. MILLER, P.E.**  
**P.E. LICENSE NUMBER 66499**



**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** Keller Building - Restaurant 1F  
**911 ADDRESS:** 3647 Kiessel Road (3641/3643) (2751/2759 West Torch Lake Dr)  
**DEVELOPER:** TVOC  
**TYPE OF PROJECT:** New Construction

**POTABLE WATER** **MAIN EXTENSION**  
**CHARGE**

238	Seats	X	40	gpd* X \$13.01/gpd =	\$123,855.20
<small>Quantity</small>	<small>Seats, Employees, S.F., etc.</small>		<small>Flow per Seat, Employee, S.F., etc.</small>		
		X		gpd* X \$13.01/gpd =	\$0.00
<small>Quantity</small>	<small>Seats, Employees, S.F., etc.</small>		<small>Flow per Seat, Employee, S.F., etc.</small>		

\* Source: \_\_\_\_\_

**POTABLE WATER SUBTOTAL** \$123,855.20

**WASTEWATER**

238	Seats	X	40	gpd* X \$27.17/gpd =	\$258,658.40
<small>Quantity</small>	<small>Seats, Employees, S.F., etc.</small>		<small>Flow per Seat, Employee, S.F., etc.</small>		
		X		gpd* X \$27.17/gpd =	\$0.00
<small>Quantity</small>	<small>Seats, Employees, S.F., etc.</small>		<small>Flow per Seat, Employee, S.F., etc.</small>		

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** \$258,658.40


**METER INSTALLATION FEE**

Meter Paid Separately \_\_\_\_\_  
Meter quantity and meter size

**TOTAL** \$382,513.60

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

  
 \_\_\_\_\_  
Signature and Date

Matt Miller, PE  
 Engineered Building Systems, Inc.  
 \_\_\_\_\_  
Name and Title (please print or type)

**MATTHEW B. MILLER, P.E.**  
**P.E. LICENSE NUMBER 66499**

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** Berning Building - House Meter  
**911 ADDRESS:** 2249 West Torch Lake Drive  
**DEVELOPER:** TVOC  
**TYPE OF PROJECT:** New Construction

**POTABLE WATER** **MAIN EXTENSION**  
**CHARGE**

50	GPD	X	1	gpd* X \$13.01/gpd =	\$650.50
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

		X		gpd* X \$13.01/gpd =	\$0.00
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: \_\_\_\_\_

**POTABLE WATER SUBTOTAL** \$650.50

**WASTEWATER**

		X		gpd* X \$27.17/gpd =	\$0.00
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

		X		gpd* X \$27.17/gpd =	\$0.00
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** \$0.00

**METER INSTALLATION FEE**


<u>5/8" x 3/4" Meter</u>	<u>\$215.00</u>
Meter quantity and meter size	

**TOTAL** \$865.50

*OK T. Cant*

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

  
\_\_\_\_\_  
Signature and Date

Matt Miller, PE  
Engineered Building Systems, Inc.  
\_\_\_\_\_  
Name and Title (please print or type)

**MATTHEW B. MILLER, P.E.**  
**P.E. LICENSE NUMBER 66499**

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** Berning Building - Retail 1G  
**911 ADDRESS:** 2757 West Torch Lake Drive  
**DEVELOPER:** TVOC  
**TYPE OF PROJECT:** New Construction

<u>POTABLE WATER</u>				<u>MAIN EXTENSION</u>
				<u>CHARGE</u>
<u>1198</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$13.01/gpd = \$1,558.60</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	
		<u>X</u>		<u>gpd* X \$13.01/gpd = \$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	

\* Source: \_\_\_\_\_

**POTABLE WATER SUBTOTAL** \$1,558.60

**WASTEWATER**

<u>1198</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$27.17/gpd = \$3,254.97</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	
		<u>X</u>		<u>gpd* X \$27.17/gpd = \$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** \$3,254.97

**METER INSTALLATION FEE**

Meter Paid Separately


Meter quantity and meter size

**TOTAL** \$4,813.56

*OK J. C. Miller*

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.



Signature and Date

Matt Miller, PE  
Engineered Building Systems, Inc.

Name and Title (please print or type)

**MATTHEW B. MILLER, P.E.**  
**P.E. LICENSE NUMBER 66499**

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** Berning Building - Retail 1H  
**911 ADDRESS:** 2755 West Torch Lake Drive  
**DEVELOPER:** TVOC  
**TYPE OF PROJECT:** New Construction

**POTABLE WATER** **MAIN EXTENSION**  
**CHARGE**

1230	SF	X	0.1	gpd* X \$13.01/gpd =	\$1,600.23
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
		X		gpd* X \$13.01/gpd =	\$0.00
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: \_\_\_\_\_

**POTABLE WATER SUBTOTAL** \$1,600.23

**WASTEWATER**

1230	SF	X	0.1	gpd* X \$27.17/gpd =	\$3,341.91
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
		X		gpd* X \$27.17/gpd =	\$0.00
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** \$3,341.91

**METER INSTALLATION FEE**

Meter Paid Separately \_\_\_\_\_  
Meter quantity and meter size

**TOTAL** \$4,942.14

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

  
7/18/13

Signature and Date

Matt Miller, PE  
Engineered Building Systems, Inc.  
Name and Title (please print or type)

**MATTHEW B. MILLER, P.E.**  
**P.E. LICENSE NUMBER 66499**

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** Berning Building - Restaurant 1J  
**911 ADDRESS:** 2751 West Torch Lake Drive (42753)  
**DEVELOPER:** TVOC  
**TYPE OF PROJECT:** New Construction

**POTABLE WATER** **MAIN EXTENSION**  
**CHARGE**

133	Seats	X	40	gpd* X \$13.01/gpd =	\$69,213.20
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
		X		gpd* X \$13.01/gpd =	\$0.00
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: \_\_\_\_\_

**POTABLE WATER SUBTOTAL** \$69,213.20

**WASTEWATER**

133	Seats	X	40	gpd* X \$27.17/gpd =	\$144,544.40
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
		X		gpd* X \$27.17/gpd =	\$0.00
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** \$144,544.40

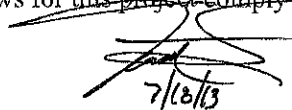
**METER INSTALLATION FEE**

Meter Paid Separately \_\_\_\_\_  
Meter quantity and meter size

**TOTAL** \$213,757.60

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

  
7/18/13  
\_\_\_\_\_  
Signature and Date

Matt Miller, PE  
Engineered Building Systems, Inc.  
\_\_\_\_\_  
Name and Title (please print or type)

MATTHEW B. MILLER, P.E.  
P.E. LICENSE NUMBER 66499

*SCHEDULE 4 TO EXHIBIT B*

*See Attached.*

**CENTRAL SUMTER UTILITY COMPANY, L.L.C.  
AGREEMENT FOR WATER AND SEWER  
UTILITY SERVICE**

PROJECT NAME: Brownwood - Ruby's Building & Haroldson Building

911 ADDRESS: 3662 Kiesel Road & 3650 Kiessel Road

PROJECT DESCRIPTION: Provide Potable Water and Wastewater

PROJECT OWNER: The Villages Operating Company

CIAC FUNDED BY: The Villages Operating Company

UTILITY BILLS TO: Varies by Space - Refer to Exhibits

**THIS AGREEMENT** is entered into this 20<sup>th</sup> day of September, 2013, between **THE VILLAGES OPERATING COMPANY** whose address is 1020 Lake Sumter Landing, The Villages, FL 32162 ("Owner"), and **CENTRAL SUMTER UTILITY COMPANY, L.L.C.**, a Florida limited liability company, whose address is 1020 Lake Sumter Landing, The Villages, Florida 32162 (the "Utility Company").

**RECITALS**

1. Owner owns or controls lands located in Sumter County, Florida, (the "Property"), and the Owner has developed or intends to develop the Property by constructing, or having constructed, the Project described above.

2. Owner desires that the Utility Company provide water service, and central wastewater collection and treatment services (collectively the "Utility Services") for the Property.

3. The Utility Company is authorized by the Florida Public Service Commission pursuant to WATER TARIFF (the "Water Tariff"), and by WASTEWATER TARIFF, (the "Wastewater Tariff") issued under Order No #PSC-11-0113-PAA-WS.

4. The Utility Company is willing to provide Utility Services to the Property in accordance with the conditions and provisions of this Agreement.

5. At this time the parties wish to set forth their agreement as stated below.

NOW, THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, Owner and Utility Company hereby covenant and agree as follows:

1. The Recitals set forth above are true and correct.
2. Definitions. Terms not defined herein shall be as defined in the Water Tariff and

## Wastewater Tariff.

3. Agreement to Serve. Utility Company covenants and agrees that it will connect or oversee the connection of the potable water distribution and wastewater collection facilities installed by Owner to the central facilities of Utility Company in accordance with the terms and intent of this Agreement upon:

- a. Upon the completion of construction of the on-site and off-site potable water and central wastewater facilities by Owner,
- b. the inspection and approval of such potable water and central wastewater facilities by Utility Company,
- c. the issuance of the final letter of acceptance by Utility Company where applicable, and
- d. the compliance by the Owner with all of the other terms of this Agreement, including the payment of such fees and charges as is authorized by the Water Tariff and the Wastewater Tariff.

Such connection shall at all times be in accordance with rules, regulations and orders of the applicable governmental authorities. The Utility Company agrees that once it provides Utility Service to the Property, that thereafter, the Utility Company will continuously provide Utility Services, in accordance with the rules and regulations and rate schedules set forth in the Water Tariff and Wastewater Tariff, as they exist from time to time. A summary of the current rates and charges is set forth in ***Exhibit "A"***.

4. Contributions in Aid of Construction. In addition to the charges set forth in ***Exhibit "A"***, the Owner agrees to pay to the Utility Company Contributions-in-aid-of-Construction in the form of a Main Extension Charge as authorized by the Water Tariff and Wastewater Tariff at the rates set forth below.

<u>Main Extension Charge</u>	<u>Charge Per Gallon/Day Demand</u>
Water	\$ 13.01
Wastewater	\$ 27.17

The initial Main Extension Charge will be calculated in accordance with the Project Engineer's Certification of Anticipated Project Utilization, which is to be completed by the Project Engineer and attached to this Agreement as on ***Exhibit "B"***. The Main Extension Charge is due and payable within ten (10) days from the date of approval by the Utility Company to the Owner. All applicable fees shall be made payable to Central Sumter Utility Company, L.L.C. and remitted to 1020 Lake Sumter Landing, The Villages, FL 32162. FAILURE TO PAY THE APPLICABLE CHARGES WITHIN SUCH TIME FRAME SHALL TERMINATE ALL RIGHTS OF THE OWNER TO RECEIVE UTILITY SERVICES.

If the Utility Company determines that the average utilization per day during any billing period exceeds the Anticipated Project Utilization evidenced in ***Exhibit "B"***, then the Utility Company shall be entitled to invoice and collect from the Owner, the difference between



the actual average per day utilization for such billing period, and the Anticipated Project Utilization set forth on ***Exhibit "B"***. However, in no case shall the Owner be entitled to a refund if the Anticipated Project Utilization in ***Exhibit "B"*** exceeds the actual average daily utilization of any billing period due to Owner's action or inaction, governmental rules, regulations or restrictions, or an event described in Section 8. Failure of the Utility Company to collect additional Main Extension Charge for any period shall not prevent the Utility Company from collecting such appropriate Main Extension Charge at any future time for the period of over-utilization.

5. Utility Company's Exclusive Right To Utility Facilities. Owner agrees with Utility Company that all water and wastewater facilities accepted by Utility Company in connection with providing Utility Services to the Property, shall at all times remain in the sole, complete and exclusive ownership of Utility Company, its successors and assigns, and any person or entity owning any part of the Property, shall not have any right, title, claim or interest in and to such facilities or any part of them, for any purpose, including the furnishing of water and wastewater services to other persons or entities located within or beyond the limits of the Property. Utility Company shall promptly provide all maintenance for the Utility System.

6. Exclusive Right to Provide Service. Owner, as a further and essential consideration of this Agreement, agrees that Owner, or the successors and assigns of Owner, shall not (the words "shall not" being used in a mandatory definition) engage in the business or businesses of providing Utility Services to the Property during the period of time Utility Company, its successors or assigns, provide Utility Services to the Property, it being the intention of the parties hereto that under the foregoing provision and also other provisions of this Agreement, Utility Company shall have the sole and exclusive right and privilege to provide Utility Services to the Property.

7. Notice. Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, by mail or by telegram to the addresses set forth above.

8. Force Majeure. In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either party, including but not limited to Act of God or of the public enemy, war, national emergency, allocation or of other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, sinkhole or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping transmission or other facilities, governmental rules or acts or orders or restrictions or regulations or requirements, acts or action of any government or public or governmental authority or commission or board or agency or agent or official or officer, the enactment of any statute or ordinance or resolution or regulation or rule or ruling or order, order or decree or judgment or restraining order or injunction of any court, said party shall not be liable for such non-performance.

9. Indemnification. Owner agrees to indemnify and hold Utility Company harmless

from and against any and all liabilities, claims, damages, costs and expenses (including reasonable attorney fees) to which Utility Company may become subject by reason of or arising out of Owner's performance of this Agreement. This indemnification provision shall survive the actual connection to Utility Company's Utility Service systems.

Utility Company agrees to indemnify and hold Owner harmless from and against any and all liabilities, claims, damages, costs and expenses (including reasonable attorney fees) to which Owner may become subject by reason of or arising out of Utility Company's performance of this Agreement. This indemnification provision shall survive the actual connection to the Owner's Distribution System.

10. The Laws of the State of Florida. This Agreement shall be governed by the laws of the State of Florida and it shall be and become effective immediately upon execution by both parties hereto, subject to any approvals which must be obtained from governmental authority.

13. Binding Effect. This Agreement shall bind the parties, together with their respective successors, grantees, heirs and assigns.

**IN WITNESS WHEREOF**, Owner and Utility Company have executed or caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

**"OWNER":**

THE VILLAGES OPERATING COMPANY

By:

Name: Martin L. Dzuro

Title: Vice President

**"UTILITY COMPANY":**

CENTRAL SUMTER UTILITY COMPANY, L.L.C.

By:

Name: John Arnett, III

Title: Authorized Agent

**“EXHIBIT A”**

**CENTRAL SUMTER UTILITY COMPANY  
GENERAL SERVICE MONTHLY RATE SCHEDULE  
(ALL SERVICE EXCEPT SINGLE FAMILY RESIDENTIAL)**

**WATER**

<u>Meter Size</u>	<u>Base Facility (Minimum Monthly Charge)</u>
5/8" x 3/4"	\$ 8.38
3/4" x 3/4"	\$ 12.57
1"	\$ 20.94
1-1/2"	\$ 41.89
2"	\$ 67.02
3"	\$134.03
4"	\$209.43
6"	\$418.86
8"	\$670.17
10"	\$963.37
Gallonage Charge	\$1.98 / per 1,000 gallons

**SEWER**

<u>Water Meter Size</u>	<u>Base Facility (Minimum Monthly Charge)</u>
5/8" x 3/4"	\$ 15.26
3/4" x 3/4"	\$ 22.89
1"	\$ 38.15
1-1/2"	\$ 122.07
2"	\$ 244.15
3"	\$ 381.48
4"	\$ 762.95
6"	\$1220.73
8"	\$1754.80
Gallonage Charge	\$5.71 / per 1,000 gallons



# The Villages®

RUBY'S BUILDING &  
HAROLDSON BUILDING

THE VILLAGES, FL 32163  
911 NUMBERING MAP  
SEPTEMBER 27, 2012

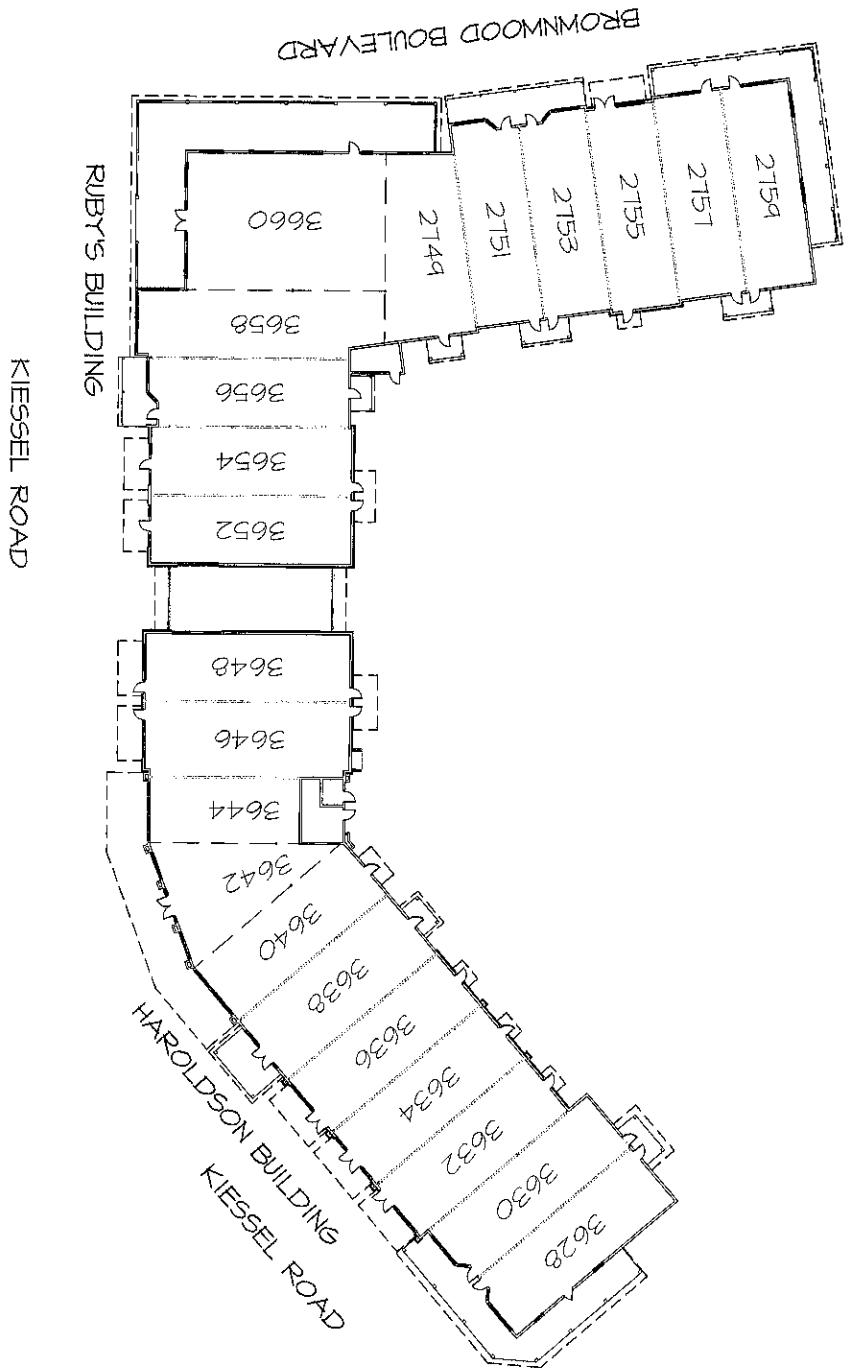
HAROLDSON BUILDING HOUSE METER  
3650 KIESSSEL ROAD

RUBY'S BUILDING HOUSE METER  
3662 KIESSSEL ROAD

**Arnett**  
Environmental, LLC

1038 Lake Sumter Landing The Villages, FL 32162  
Tel No. (352)758-4747 Fax No. (352)758-1296  
Certificate of Authorization Number: 27495

DISCLAIMER:  
THIS MAP WAS PREPARED ONLY AS AN AID TO AGENCIES,  
PROPERTY OWNERS AND OPERATORS UTILIZING THE 911 EMERGENCY  
NUMBERING SYSTEM IN THE VILLAGES. THE VILLAGES OF  
LAKE SUMTER, INC., ARNETT ENVIRONMENTAL, AND ITS AFFILIATES,  
DO NOT GUARANTEE, AND EXPRESSLY DISCLAIM ANY  
RESPONSIBILITY FOR THE CONTENT, VALIDITY, TIMELINESS OR  
ACCURACY OF THE DATA AND THE INFORMATION DEPICTED.  
USERS EXPRESSLY AGREE THAT ANY USE OF THE DATA AND  
INFORMATION IS AT THE USER'S SOLE RISK AND USER EXPRESSLY  
ACCEPTS FULL RESPONSIBILITY AND LIABILITY FOR THE USER'S  
USE OF ANY SUCH DATA OR INFORMATION IN ITS ACTUAL OR  
ALTERED FORM AND ANY DECISIONS MADE OR ACTIONS TAKEN IN  
RELIANCE UPON ANY INFORMATION OR DATA HEREIN.



C650-30,000

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** Ruby Building - House Meter  
**911 ADDRESS:** 3662 Kiessel Road  
**DEVELOPER:** TVOC  
**TYPE OF PROJECT:** New Construction

**POTABLE WATER****MAIN EXTENSION  
CHARGE**

50	GPD	X	1	gpd* X \$13.01/gpd =	\$650.50
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
		X		gpd* X \$13.01/gpd =	\$0.00
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: \_\_\_\_\_

**POTABLE WATER SUBTOTAL** \$650.50

**WASTEWATER**

Quantity	Seats, Employees, S.F., etc.	X	Flow per Seat, Employee, S.F., etc.	gpd* X \$27.17/gpd =	\$0.00
		X		gpd* X \$27.17/gpd =	\$0.00
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** \$0.00

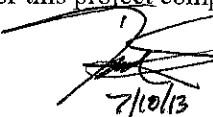
**METER INSTALLATION FEE**

5/8" x 3/4" Meter \$215.00  
 Meter quantity and meter size

**TOTAL** \$865.50

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

  
 7/10/13

Signature and Date

Matt Miller, PE  
 Engineered Building Systems, Inc.

Name and Title (please print or type)

**MATTHEW B. MILLER, P.E.**  
**P.E. LICENSE NUMBER 66499**

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** Haroldson Building - House Meter  
**911 ADDRESS:** 3650 Kiessel Road  
**DEVELOPER:** TVOC  
**TYPE OF PROJECT:** New Construction

**POTABLE WATER****MAIN EXTENSION  
CHARGE**

50	GPD	X	1	gpd* X \$13.01/gpd =	\$650.50
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
		X		gpd* X \$13.01/gpd =	\$0.00
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: \_\_\_\_\_

**POTABLE WATER SUBTOTAL**\$650.50**WASTEWATER**

		X		gpd* X \$27.17/gpd =	\$0.00
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
		X		gpd* X \$27.17/gpd =	\$0.00
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		


\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL**\$0.00**METER INSTALLATION FEE**

5/8" x 3/4" Meter	\$215.00
Meter quantity and meter size	

**TOTAL** \$865.50**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

  
 7/18/13  
 Signature and Date

Matt Miller, PE  
 Engineered Building Systems, Inc.  
 Name and Title (please print or type)

MATTHEW B. MILLER, P.E.  
 P.E. LICENSE NUMBER 66499

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** Ruby Building - Retail 1A  
**911 ADDRESS:** 2759 Brownwood Boulevard  
**DEVELOPER:** TVOC  
**TYPE OF PROJECT:** New Construction

<u>POTABLE WATER</u>				<u>MAIN EXTENSION</u>
				<u>CHARGE</u>
<u>1234</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$13.01/gpd = \$1,605.43</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	
		<u>X</u>		<u>gpd* X \$13.01/gpd = \$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	

\* Source: \_\_\_\_\_

**POTABLE WATER SUBTOTAL** \$1,605.43

**WASTEWATER**

<u>1234</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$27.17/gpd = \$3,352.78</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	
		<u>X</u>		<u>gpd* X \$27.17/gpd = \$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** \$3,352.78

**METER INSTALLATION FEE**

Meter Paid Separately  
Meter quantity and meter size

**TOTAL** \$4,958.21

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

  
7/18/13

Signature and Date

Matt Miller, PE  
Engineered Building Systems, Inc.  
Name and Title (please print or type)

**MATTHEW B. MILLER, P.E.**  
**P.E. LICENSE NUMBER 66499**

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** Ruby Building - Retail 1B  
**911 ADDRESS:** 2757 Brownwood Boulevard  
**DEVELOPER:** TVOC  
**TYPE OF PROJECT:** New Construction

**POTABLE WATER**

**MAIN EXTENSION**  
**CHARGE**

1209	SF	X	0.1	gpd* X \$13.01/gpd =	\$1,572.91
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
		X		gpd* X \$13.01/gpd =	\$0.00
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: \_\_\_\_\_

**POTABLE WATER SUBTOTAL** \$1,572.91

**WASTEWATER**

1209	SF	X	0.1	gpd* X \$27.17/gpd =	\$3,284.85
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
		X		gpd* X \$27.17/gpd =	\$0.00
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** \$3,284.85

**METER INSTALLATION FEE**

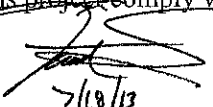
Meter Paid Separately

Meter quantity and meter size

**TOTAL** \$4,857.76

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

  
Signature and Date

**MATTHEW B. MILLER, P.E.**  
**P.E. LICENSE NUMBER 66499**

Matt Miller, PE  
Engineered Building Systems, Inc.  
Name and Title (please print or type)



**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** Ruby Building - Retail 1C  
**911 ADDRESS:** 2755 Brownwood Boulevard  
**DEVELOPER:** TVOC  
**TYPE OF PROJECT:** New Construction

<u>POTABLE WATER</u>				<u>MAIN EXTENSION</u>	
				<u>CHARGE</u>	
<u>1210</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$13.01/gpd =</u>	<u>\$1,574.21</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
		<u>X</u>		<u>gpd* X \$13.01/gpd =</u>	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: \_\_\_\_\_

**POTABLE WATER SUBTOTAL** \$1,574.21

**WASTEWATER**

<u>1210</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$27.17/gpd =</u>	<u>\$3,287.57</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
		<u>X</u>		<u>gpd* X \$27.17/gpd =</u>	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** \$3,287.57

**METER INSTALLATION FEE**

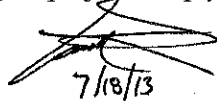
Meter Paid Separately

Meter quantity and meter size

**TOTAL** \$4,861.78

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

  
7/18/13

Signature and Date

Matt Miller, PE  
Engineered Building Systems, Inc.

Name and Title (please print or type)

**MATTHEW B. MILLER, P.E.**  
**P.E. LICENSE NUMBER 66499**

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** Ruby Building - Retail 1D  
**911 ADDRESS:** 2753 Brownwood Boulevard  
**DEVELOPER:** TVOC  
**TYPE OF PROJECT:** New Construction

<u>POTABLE WATER</u>					<u>MAIN EXTENSION</u>
					<u>CHARGE</u>
1186	SF	X	0.1	gpd* X \$13.01/gpd =	\$1,542.99
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
		X		gpd* X \$13.01/gpd =	\$0.00
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: \_\_\_\_\_

**POTABLE WATER SUBTOTAL** \$1,542.99

<u>WASTEWATER</u>					
1186	SF	X	0.1	gpd* X \$27.17/gpd =	\$3,222.36
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
		X		gpd* X \$27.17/gpd =	\$0.00
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** \$3,222.36

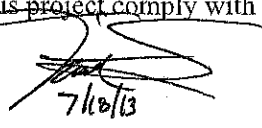
**METER INSTALLATION FEE**

Meter Paid Separately  
Meter quantity and meter size

**TOTAL** \$4,765.35

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

  
7/12/13  
\_\_\_\_\_  
Signature and Date

OK T. Cant  
Matt Miller, PE  
Engineered Building Systems, Inc.  
\_\_\_\_\_  
Name and Title (please print or type)

**MATTHEW B. MILLER, P.E.**  
**P.E. LICENSE NUMBER 66499**

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** Ruby Building - Retail 1E  
**911 ADDRESS:** 2751 Brownwood Boulevard  
**DEVELOPER:** TVOC  
**TYPE OF PROJECT:** New Construction

<u>POTABLE WATER</u>				<u>MAIN EXTENSION</u>
				<u>CHARGE</u>
<u>1189</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$13.01/gpd = \$1,546.89</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	
		<u>X</u>		<u>gpd* X \$13.01/gpd = \$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	

\* Source: \_\_\_\_\_

**POTABLE WATER SUBTOTAL** \$1,546.89

<u>WASTEWATER</u>			
<u>1189</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.
		<u>X</u>	
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** \$3,230.51

**METER INSTALLATION FEE**

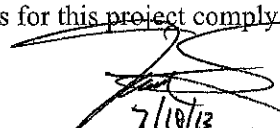
Meter Paid Separately

Meter quantity and meter size

**TOTAL** \$4,777.40

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

  
7/18/12  
Signature and Date

Matt Miller, PE  
Engineered Building Systems, Inc.

Name and Title (please print or type)

**MATTHEW B. MILLER, P.E.**  
**P.E. LICENSE NUMBER 86499**

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** Ruby Building - Restaurant 1F  
**911 ADDRESS:** 3660 Kiessel Road (2749 Brownwood Blvd & 3658 Kiessel Rd)  
**DEVELOPER:** TVOC  
**TYPE OF PROJECT:** New Construction

**POTABLE WATER** **MAIN EXTENSION**  
**CHARGE**

<u>270</u>	<u>Seats</u>	<u>X</u>	<u>20</u>	<u>gpd* X \$13.01/gpd =</u>	<u>\$70,254.00</u>
<small>Quantity</small>	<small>Seats, Employees, S.F., etc.</small>		<small>Flow per Seat, Employee, S.F., etc.</small>		
		<u>X</u>		<u>gpd* X \$13.01/gpd =</u>	<u>\$0.00</u>
<small>Quantity</small>	<small>Seats, Employees, S.F., etc.</small>		<small>Flow per Seat, Employee, S.F., etc.</small>		

\* Source: Historical average based on Red Sauce at LSL

**POTABLE WATER SUBTOTAL** **\$70,254.00**

**WASTEWATER**

<u>270</u>	<u>Seats</u>	<u>X</u>	<u>20</u>	<u>gpd* X \$27.17/gpd =</u>	<u>\$146,718.00</u>
<small>Quantity</small>	<small>Seats, Employees, S.F., etc.</small>		<small>Flow per Seat, Employee, S.F., etc.</small>		
		<u>X</u>		<u>gpd* X \$27.17/gpd =</u>	<u>\$0.00</u>
<small>Quantity</small>	<small>Seats, Employees, S.F., etc.</small>		<small>Flow per Seat, Employee, S.F., etc.</small>		

\* Source: Historical average based on Red Sauce at LSL

**WASTEWATER SUBTOTAL** **\$146,718.00**

**METER INSTALLATION FEE**

Meter Paid Separately  
Meter quantity and meter size

**TOTAL** **\$216,972.00**

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

  
7/10/13

Signature and Date

Matt Miller, PE  
Engineered Building Systems, Inc.

Name and Title (please print or type)

**MATTHEW B. MILLER, P.E.**  
**P.E. LICENSE NUMBER 66499**

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** Ruby Building - Retail 1G  
**911 ADDRESS:** 3656 Kiessel Road  
**DEVELOPER:** TVOC  
**TYPE OF PROJECT:** New Construction

<u>POTABLE WATER</u>				<u>MAIN EXTENSION</u>
				<u>CHARGE</u>
<u>1171</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$13.01/gpd = \$1,523.47</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	
		<u>X</u>		<u>gpd* X \$13.01/gpd = \$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	

\* Source: \_\_\_\_\_

**POTABLE WATER SUBTOTAL** \$1,523.47

**WASTEWATER**

<u>1171</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$27.17/gpd = \$3,181.61</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	
		<u>X</u>		<u>gpd* X \$27.17/gpd = \$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** \$3,181.61

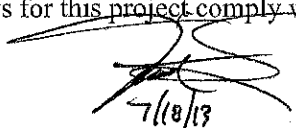
**METER INSTALLATION FEE**

Meter Paid Separately  
Meter quantity and meter size

**TOTAL** \$4,705.08

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

  
7/18/13  
Signature and Date

**MATTHEW B. MILLER, P.E.**  
P.E. LICENSE NUMBER 66499

Matt Miller, PE  
Engineered Building Systems, Inc.  
Name and Title (please print or type)

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** Ruby Building - Retail 1H  
**911 ADDRESS:** 3654 Kiessel Road  
**DEVELOPER:** TVOC  
**TYPE OF PROJECT:** New Construction

<u>POTABLE WATER</u>				<u>MAIN EXTENSION</u>
				<u>CHARGE</u>
<u>1199</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$13.01/gpd = \$1,559.90</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	
		<u>X</u>		<u>gpd* X \$13.01/gpd = \$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	

\* Source: \_\_\_\_\_

**POTABLE WATER SUBTOTAL** \$1,559.90

<u>WASTEWATER</u>				
<u>1199</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$27.17/gpd = \$3,257.68</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	
		<u>X</u>		<u>gpd* X \$27.17/gpd = \$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** \$3,257.68

**METER INSTALLATION FEE**

Meter Paid Separately

Meter quantity and meter size

**TOTAL** \$4,817.58

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

7/18/16  
Signature and Date

Matt Miller, PE  
Engineered Building Systems, Inc.  
Name and Title (please print or type)

**MATTHEW B. MILLER, P.E.**  
**P.E. LICENSE NUMBER 66499**

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** Ruby Building - Retail 1J  
**911 ADDRESS:** 3652 Kiessel Road  
**DEVELOPER:** TVOC  
**TYPE OF PROJECT:** New Construction

<u>POTABLE WATER</u>				<u>MAIN EXTENSION</u>	
				<u>CHARGE</u>	
<u>1222</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$13.01/gpd =</u>	<u>\$1,589.82</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
		<u>X</u>		<u>gpd* X \$13.01/gpd =</u>	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: \_\_\_\_\_

**POTABLE WATER SUBTOTAL** \$1,589.82

<u>WASTEWATER</u>					
<u>1222</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$27.17/gpd =</u>	<u>\$3,320.17</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
		<u>X</u>		<u>gpd* X \$27.17/gpd =</u>	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** \$3,320.17


**METER INSTALLATION FEE**

Meter Paid Separately  
Meter quantity and meter size

**TOTAL** \$4,910.00

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

  
Signature and Date

Matt Miller, PE  
Engineered Building Systems, Inc.  
Name and Title (please print or type)

**MATTHEW B. MILLER, P.E.**  
**P.E. LICENSE NUMBER 66499**

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** Haroldson Building - Retail 1K  
**911 ADDRESS:** 3648 Kiessel Road  
**DEVELOPER:** TVOC  
**TYPE OF PROJECT:** New Construction

<u>POTABLE WATER</u>				<u>MAIN EXTENSION</u>
				<u>CHARGE</u>
<u>1239</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$13.01/gpd = \$1,611.94</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	
		<u>X</u>		<u>gpd* X \$13.01/gpd = \$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	

\* Source: \_\_\_\_\_

**POTABLE WATER SUBTOTAL** \$1,611.94

<u>WASTEWATER</u>				
<u>1239</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$27.17/gpd = \$3,366.36</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	
		<u>X</u>		<u>gpd* X \$27.17/gpd = \$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** \$3,366.36

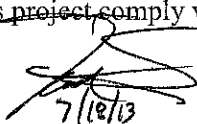
**METER INSTALLATION FEE**

Meter Paid Separately \_\_\_\_\_  
Meter quantity and meter size

**TOTAL** \$4,978.30

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

  
7/12/13

Signature and Date

Matt Miller, PE  
Engineered Building Systems, Inc.  
Name and Title (please print or type)

**MATTHEW B. MILLER, P.E.**  
**P.E. LICENSE NUMBER 66499**



**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** Haroldson Building - Retail 1L  
**911 ADDRESS:** 3646 Kiessel Road  
**DEVELOPER:** TVOC  
**TYPE OF PROJECT:** New Construction

<u>POTABLE WATER</u>				<u>MAIN EXTENSION</u>
				<u>CHARGE</u>
<u>1345</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$13.01/gpd = \$1,749.85</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	
		<u>X</u>		<u>gpd* X \$13.01/gpd = \$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	

\* Source: \_\_\_\_\_

**POTABLE WATER SUBTOTAL** \$1,749.85

<u>WASTEWATER</u>				
<u>1345</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$27.17/gpd = \$3,654.37</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	
		<u>X</u>		<u>gpd* X \$27.17/gpd = \$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** \$3,654.37

**METER INSTALLATION FEE**

Meter Paid Separately  
Meter quantity and meter size

**TOTAL** \$5,404.21

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

  
7/19/0

Signature and Date

Matt Miller, PE  
Engineered Building Systems, Inc.  
Name and Title (please print or type)

**MATTHEW B. MILLER, P.E.**  
**P.E. LICENSE NUMBER 66499**

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** Haroldson Building - Restaurant 1M  
**911 ADDRESS:** 3642 Kiessel Road (3644 & 3640)  
**DEVELOPER:** TVOC  
**TYPE OF PROJECT:** New Construction

<u>POTABLE WATER</u>				<u>MAIN EXTENSION</u>
				<u>CHARGE</u>
<u>155</u>	<u>Seats</u>	<u>X</u>	<u>20</u>	<u>gpd* X \$13.01/gpd = \$40,331.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	
		<u>X</u>		<u>gpd* X \$13.01/gpd = \$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	

\* Source: Historical Average based on Johnny Rockets at LSL

**POTABLE WATER SUBTOTAL** \$40,331.00

**WASTEWATER**

<u>155</u>	<u>Seats</u>	<u>X</u>	<u>20</u>	<u>gpd* X \$27.17/gpd = \$84,227.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	
		<u>X</u>		<u>gpd* X \$27.17/gpd = \$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	

\* Source: Historical Average based on Johnny Rockets at LSL

**WASTEWATER SUBTOTAL** \$84,227.00

**METER INSTALLATION FEE**

Meter Paid Separately

Meter quantity and meter size

**TOTAL** \$124,558.00

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

  
7/18/13

Signature and Date

Matt Miller, PE  
Engineered Building Systems, Inc.

Name and Title (please print or type)

**MATTHEW B. MILLER, P.E.**  
P.E. LICENSE NUMBER 66499

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** Haroldson Building - Retail 1N  
**911 ADDRESS:** 3638 Kiessel Road  
**DEVELOPER:** TVOC  
**TYPE OF PROJECT:** New Construction

<u>POTABLE WATER</u>				<u>MAIN EXTENSION</u>
				<u>CHARGE</u>
<u>1296</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$13.01/gpd = \$1,686.10</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	
		<u>X</u>		<u>gpd* X \$13.01/gpd = \$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	

\* Source: \_\_\_\_\_

**POTABLE WATER SUBTOTAL** \$1,686.10

<u>WASTEWATER</u>				
<u>1296</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$27.17/gpd = \$3,521.23</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	
		<u>X</u>		<u>gpd* X \$27.17/gpd = \$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** \$3,521.23

**METER INSTALLATION FEE**

Meter Paid Separately  
Meter quantity and meter size

**TOTAL** \$5,207.33

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

  
7/18/13

Signature and Date

**MATTHEW B. MILLER, P.E.**  
**P.E. LICENSE NUMBER 66499**

Matt Miller, PE  
Engineered Building Systems, Inc.  
Name and Title (please print or type)

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** Haroldson Building - Retail 1P  
**911 ADDRESS:** 3636 Kiessel Road  
**DEVELOPER:** TVOC  
**TYPE OF PROJECT:** New Construction

<u>POTABLE WATER</u>				<u>MAIN EXTENSION</u>
				<u>CHARGE</u>
<u>1157</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$13.01/gpd = \$1,505.26</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	
		<u>X</u>		<u>gpd* X \$13.01/gpd = \$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	

\* Source: \_\_\_\_\_

**POTABLE WATER SUBTOTAL** \$1,505.26

<u>WASTEWATER</u>				
<u>1157</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$27.17/gpd = \$3,143.57</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	
		<u>X</u>		<u>gpd* X \$27.17/gpd = \$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** \$3,143.57

**METER INSTALLATION FEE**

Meter Paid Separately  
Meter quantity and meter size

**TOTAL** \$4,648.83

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

  
7/18/13

Signature and Date

Matt Miller, PE  
Engineered Building Systems, Inc.  
Name and Title (please print or type)

**MATTHEW B. MILLER, P.E.**  
**P.E. LICENSE NUMBER 66499**

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** Haroldson Building - Retail 1Q  
**911 ADDRESS:** 3634 Kiessel Road  
**DEVELOPER:** TVOC  
**TYPE OF PROJECT:** New Construction

<u>POTABLE WATER</u>				<u>MAIN EXTENSION</u>
				<u>CHARGE</u>
<u>1157</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$13.01/gpd = \$1,505.26</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	
		<u>X</u>		<u>gpd* X \$13.01/gpd = \$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	

\* Source: \_\_\_\_\_

**POTABLE WATER SUBTOTAL** \$1,505.26

<u>WASTEWATER</u>				
<u>1157</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$27.17/gpd = \$3,143.57</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	
		<u>X</u>		<u>gpd* X \$27.17/gpd = \$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** \$3,143.57

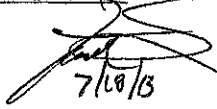
**METER INSTALLATION FEE**

Meter Paid Separately  
Meter quantity and meter size

**TOTAL** \$4,648.83

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

  
7/18/13

Signature and Date

Matt Miller, PE  
Engineered Building Systems, Inc.  
Name and Title (please print or type)

**MATTHEW B. MILLER, P.E.**  
**P.E. LICENSE NUMBER 66499**

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** Haroldson Building - Retail 1R  
**911 ADDRESS:** 3632 Kiessel Road  
**DEVELOPER:** TVOC  
**TYPE OF PROJECT:** New Construction

<u>POTABLE WATER</u>				<u>MAIN EXTENSION</u>
				<u>CHARGE</u>
<u>1158</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$13.01/gpd = \$1,506.56</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	
		<u>X</u>		<u>gpd* X \$13.01/gpd = \$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	

\* Source: \_\_\_\_\_

**POTABLE WATER SUBTOTAL** \$1,506.56

<u>WASTEWATER</u>			
<u>1158</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.
		<u>X</u>	
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** \$3,146.29

**METER INSTALLATION FEE**

Meter Paid Separately  
Meter quantity and meter size

**TOTAL** \$4,652.84

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

  
7/18/13

Signature and Date

Matt Miller, PE  
Engineered Building Systems, Inc.  
Name and Title (please print or type)

**MATTHEW B. MILLER, P.E.**  
**P.E. LICENSE NUMBER 66499**

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** Haroldson Building - Retail 1S  
**911 ADDRESS:** 3630 Kiessel Road  
**DEVELOPER:** TVOC  
**TYPE OF PROJECT:** New Construction

<u>POTABLE WATER</u>				<u>MAIN EXTENSION</u>
				<u>CHARGE</u>
<u>1224</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$13.01/gpd = \$1,592.42</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	
		<u>X</u>		<u>gpd* X \$13.01/gpd = \$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	

\* Source: \_\_\_\_\_

**POTABLE WATER SUBTOTAL** \$1,592.42

<u>WASTEWATER</u>			
<u>1224</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.
		<u>X</u>	
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** \$3,325.61

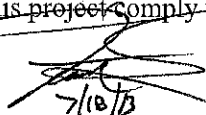
**METER INSTALLATION FEE**

Meter Paid Separately  
Meter quantity and meter size

**TOTAL** \$4,918.03

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

  
7/10/13

Signature and Date

Matt Miller, PE  
Engineered Building Systems, Inc.  
Name and Title (please print or type)

**MATTHEW B. MILLER, P.E.**  
**P.E. LICENSE NUMBER 66499**

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** Haroldson Building - Retail 1T  
**911 ADDRESS:** 3628 Kiessel Road  
**DEVELOPER:** TVOC  
**TYPE OF PROJECT:** New Construction

<u>POTABLE WATER</u>				<u>MAIN EXTENSION</u>
				<u>CHARGE</u>
<u>1261</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$13.01/gpd = \$1,640.56</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	
		<u>X</u>		<u>gpd* X \$13.01/gpd = \$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	

\* Source: \_\_\_\_\_

**POTABLE WATER SUBTOTAL** \$1,640.56

<u>WASTEWATER</u>			
<u>1261</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.
		<u>X</u>	
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** \$3,426.14

**METER INSTALLATION FEE**

Meter Paid Separately  
Meter quantity and meter size

**TOTAL** \$5,066.70

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

  
7/18/13

Signature and Date

Matt Miller, PE  
Engineered Building Systems, Inc.  
Name and Title (please print or type)

**MATTHEW B. MILLER, P.E.**  
**P.E. LICENSE NUMBER 66499**



*SCHEDULE 5 TO EXHIBIT B*

*See Attached.*

**CENTRAL SUMTER UTILITY COMPANY, L.L.C.  
AGREEMENT FOR WATER AND SEWER  
UTILITY SERVICE**

PROJECT NAME: Brownwood - Sandspur Ice Plant Building

911 ADDRESS: 2763 Brownwood Boulevard

PROJECT DESCRIPTION: Provide Potable Water and Wastewater

PROJECT OWNER: The Villages Operating Company

CIAC FUNDED BY: The Villages Operating Company

UTILITY BILLS TO: Varies by Space - Refer to Exhibits

**THIS AGREEMENT** is entered into this 15<sup>th</sup> day of July, <sup>2019</sup>~~2018~~, between **THE VILLAGES OPERATING COMPANY** whose address is ~~3619~~ Kiessel Road, The Villages, FL 32163 ("Owner"), and **CENTRAL SUMTER UTILITY COMPANY, L.L.C.**, a Florida limited liability company, whose address is 3619 Kiessel Road, The Villages, Florida 32163 (the "Utility Company").

**RECITALS**

1. Owner owns or controls lands located in Sumter County, Florida, (the "Property"), and the Owner has developed or intends to develop the Property by constructing, or having constructed, the Project described above.

2. Owner desires that the Utility Company provide water service, and central wastewater collection and treatment services (collectively the "Utility Services") for the Property.

3. The Utility Company is authorized by the Florida Public Service Commission pursuant to WATER TARIFF (the "Water Tariff"), and by WASTEWATER TARIFF, (the "Wastewater Tariff") issued under Order No #PSC-11-0113-PAA-WS.

4. The Utility Company is willing to provide Utility Services to the Property in accordance with the conditions and provisions of this Agreement.

5. At this time the parties wish to set forth their agreement as stated below.

NOW, THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, Owner and Utility Company hereby covenant and agree as follows:

1. The Recitals set forth above are true and correct.
2. Definitions. Terms not defined herein shall be as defined in the Water Tariff and

## Wastewater Tariff.

3. Agreement to Serve. Utility Company covenants and agrees that it will connect or oversee the connection of the potable water distribution and wastewater collection facilities installed by Owner to the central facilities of Utility Company in accordance with the terms and intent of this Agreement upon:

- a. Upon the completion of construction of the on-site and off-site potable water and central wastewater facilities by Owner,
- b. the inspection and approval of such potable water and central wastewater facilities by Utility Company,
- c. the issuance of the final letter of acceptance by Utility Company where applicable, and
- d. the compliance by the Owner with all of the other terms of this Agreement, including the payment of such fees and charges as is authorized by the Water Tariff and the Wastewater Tariff.

Such connection shall at all times be in accordance with rules, regulations and orders of the applicable governmental authorities. The Utility Company agrees that once it provides Utility Service to the Property, that thereafter, the Utility Company will continuously provide Utility Services, in accordance with the rules and regulations and rate schedules set forth in the Water Tariff and Wastewater Tariff, as they exist from time to time. A summary of the current rates and charges is set forth in *Exhibit "A"*.

4. Contributions in Aid of Construction. In addition to the charges set forth in *Exhibit "A"*, the Owner agrees to pay to the Utility Company Contributions-in-aid-of-Construction in the form of a Main Extension Charge as authorized by the Water Tariff and Wastewater Tariff at the rates set forth below.

<u>Main Extension Charge</u>	<u>Charge Per Gallon/Day Demand</u>
Water	\$ 13.01
Wastewater	\$ 27.17

The initial Main Extension Charge will be calculated in accordance with the Project Engineer's Certification of Anticipated Project Utilization, which is to be completed by the Project Engineer and attached to this Agreement as on *Exhibit "B"*. The Main Extension Charge is due and payable within ten (10) days from the date of approval by the Utility Company to the Owner. All applicable fees shall be made payable to Central Sumter Utility Company, L.L.C. and remitted to 1020 Lake Sumter Landing, The Villages, FL 32162. FAILURE TO PAY THE APPLICABLE CHARGES WITHIN SUCH TIME FRAME SHALL TERMINATE ALL RIGHTS OF THE OWNER TO RECEIVE UTILITY SERVICES.

If the Utility Company determines that the average utilization per day during any billing period exceeds the Anticipated Project Utilization evidenced in *Exhibit "B"*, then the Utility Company shall be entitled to invoice and collect from the Owner, the difference between

the actual average per day utilization for such billing period, and the Anticipated Project Utilization set forth on ***Exhibit "B"***. However, in no case shall the Owner be entitled to a refund if the Anticipated Project Utilization in ***Exhibit "B"*** exceeds the actual average daily utilization of any billing period due to Owner's action or inaction, governmental rules, regulations or restrictions, or an event described in Section 8. Failure of the Utility Company to collect additional Main Extension Charge for any period shall not prevent the Utility Company from collecting such appropriate Main Extension Charge at any future time for the period of over-utilization.

5. Utility Company's Exclusive Right To Utility Facilities. Owner agrees with Utility Company that all water and wastewater facilities accepted by Utility Company in connection with providing Utility Services to the Property, shall at all times remain in the sole, complete and exclusive ownership of Utility Company, its successors and assigns, and any person or entity owning any part of the Property, shall not have any right, title, claim or interest in and to such facilities or any part of them, for any purpose, including the furnishing of water and wastewater services to other persons or entities located within or beyond the limits of the Property. Utility Company shall promptly provide all maintenance for the Utility System.

6. Exclusive Right to Provide Service. Owner, as a further and essential consideration of this Agreement, agrees that Owner, or the successors and assigns of Owner, shall not (the words "shall not" being used in a mandatory definition) engage in the business or businesses of providing Utility Services to the Property during the period of time Utility Company, its successors or assigns, provide Utility Services to the Property, it being the intention of the parties hereto that under the foregoing provision and also other provisions of this Agreement, Utility Company shall have the sole and exclusive right and privilege to provide Utility Services to the Property.

7. Notice. Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, by mail or by telegram to the addresses set forth above.

8. Force Majeure. In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either party, including but not limited to Act of God or of the public enemy, war, national emergency, allocation or of other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, sinkhole or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping transmission or other facilities, governmental rules or acts or orders or restrictions or regulations or requirements, acts or action of any government or public or governmental authority or commission or board or agency or agent or official or officer, the enactment of any statute or ordinance or resolution or regulation or rule or ruling or order, order or decree or judgment or restraining order or injunction of any court, said party shall not be liable for such non-performance.

9. Indemnification. Owner agrees to indemnify and hold Utility Company harmless

from and against any and all liabilities, claims, damages, costs and expenses (including reasonable attorney fees) to which Utility Company may become subject by reason of or arising out of Owner's performance of this Agreement. This indemnification provision shall survive the actual connection to Utility Company's Utility Service systems.

Utility Company agrees to indemnify and hold Owner harmless from and against any and all liabilities, claims, damages, costs and expenses (including reasonable attorney fees) to which Owner may become subject by reason of or arising out of Utility Company's performance of this Agreement. This indemnification provision shall survive the actual connection to the Owner's Distribution System.

10. The Laws of the State of Florida. This Agreement shall be governed by the laws of the State of Florida and it shall be and become effective immediately upon execution by both parties hereto, subject to any approvals which must be obtained from governmental authority.

13. Binding Effect. This Agreement shall bind the parties, together with their respective successors, grantees, heirs and assigns.

**IN WITNESS WHEREOF,** Owner and Utility Company have executed or caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

**"OWNER":**

THE VILLAGES OPERATING COMPANY

By: 

Name: Martin L. Dzuro

Title: Vice President

**"UTILITY COMPANY":**

CENTRAL SUMTER UTILITY COMPANY, L.L.C.

By: 

Name: John Arnett, III

Title: Authorized Agent

**“EXHIBIT A”**

**CENTRAL SUMTER UTILITY COMPANY  
GENERAL SERVICE MONTHLY RATE SCHEDULE  
(ALL SERVICE EXCEPT SINGLE FAMILY RESIDENTIAL)**

**WATER**

Base Facility	
<u>Meter Size</u>	<u>(Minimum Monthly Charge)</u>
5/8" x 3/4"	\$ 8.84
3/4" x 3/4"	\$ 13.27
1"	\$ 22.10
1-1/2"	\$ 44.21
2"	\$ 70.73
3"	\$ 141.47
4"	\$ 221.03
6"	\$ 442.08
8"	\$ 707.32
10"	\$1,016.77
Gallonge Charge	\$2.09 / per 1,000 gallons

**SEWER**

Base Facility	
<u>Water Meter Size</u>	<u>(Minimum Monthly Charge)</u>
5/8" x 3/4"	\$ 15.72
3/4" x 3/4"	\$ 23.57
1"	\$ 39.28
1-1/2"	\$ 125.71
2"	\$ 251.43
3"	\$ 392.86
4"	\$ 785.68
6"	\$1,257.10
8"	\$1,807.10
Gallonge Charge	\$5.89 / per 1,000 gallons

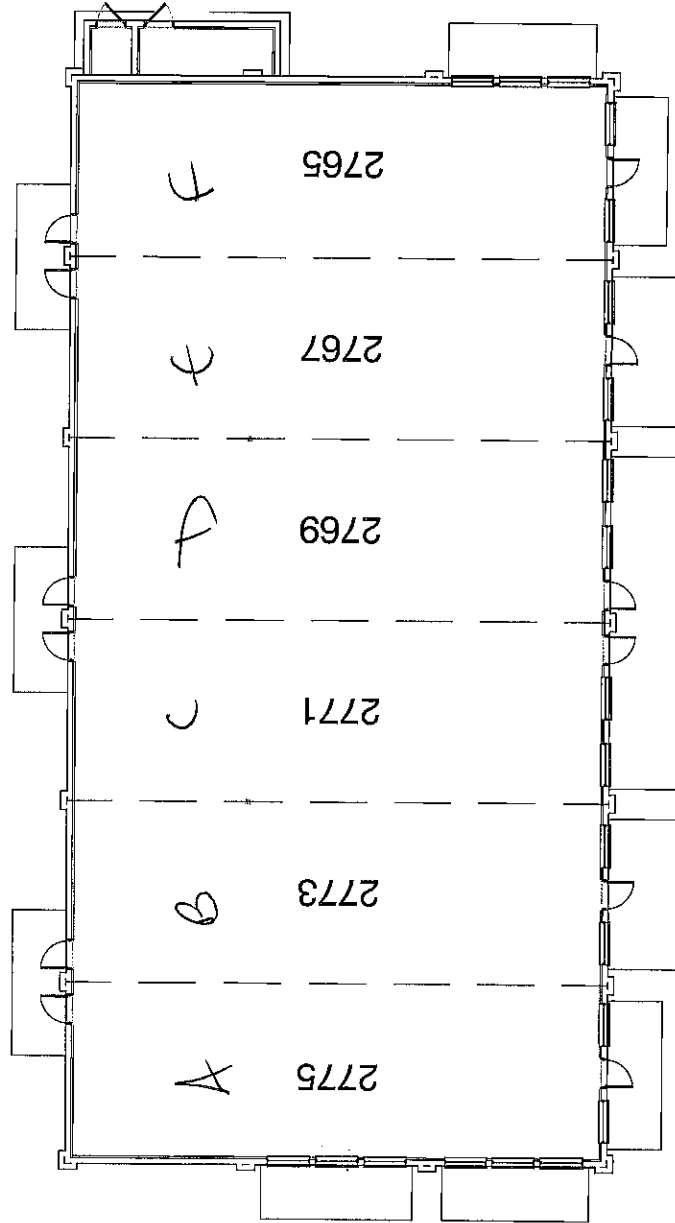


**The Villages®**

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**SANDSPUR ICE PLANT**  
THE VILLAGES, FL 32163  
911 NUMBERING MAP  
FEBRUARY 27, 2019

HOUSE METER  
2763 BROWNWOOD BOULEVARD



**BROWNWOOD BOULEVARD**

**FARNER BARLEY**  
AND ASSOCIATES, INC.

DISCLAIMER  
THIS MAP WAS PREPARED ONLY AS AN AID TO AGENCIES, SERVICES AND ORGANIZATIONS UTILIZING THE MAP. FARNER BARLEY AND ASSOCIATES, INC. DOES NOT WARRANT THE ACCURACY OF THE MAP. THE MAP IS PROVIDED FOR CONVENIENCE AND GENERAL INFORMATION PURPOSES ONLY. THE VILLAGES OF SANDSPUR, INC., FARNER BARLEY AND ASSOCIATES, INC. AND ITS AFFILIATES, DO NOT GUARANTEE, AND MAKE NO WARRANTY OF ANY KIND, THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE DATA AND THE INFORMATION CONTAINED HEREIN IS PROVIDED AS IS. FARNER BARLEY AND ASSOCIATES, INC. AND ITS AFFILIATES, EXPRESSLY DISCLAIM ANY LIABILITY FOR ANY USE OF THE DATA AND INFORMATION IS AT THE USER'S SOLE RISK AND USER EXPRESSLY ACCEPTS FULL RESPONSIBILITY AND LIABILITY FOR ANY USE OF THE INFORMATION. FARNER BARLEY AND ASSOCIATES, INC. AND ITS AFFILIATES, MAKE NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY OF THE INFORMATION OR ANY ACTIONS TAKEN OR NOT TAKEN BY ANY USER.

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** SANDSPUR ICE PLANT BUILDING - HOUSE METER

**911 ADDRESS:** \_\_\_\_\_

**OWNER:** \_\_\_\_\_

**TYPE OF PROJECT:** \_\_\_\_\_

**POTABLE WATER****MAIN EXTENSION  
CHARGE**

<u>1</u>	<u>EACH</u>	<u>X</u>	<u>50</u>	<u>gpd* X \$13.01/gpd =</u>	<u>\$650.50</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
<u> </u>	<u> </u>	<u>X</u>	<u> </u>	<u>gpd* X \$13.01/gpd =</u>	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: HISTORICAL

**POTABLE WATER SUBTOTAL** \$650.50

**WASTEWATER**

<u>0</u>	<u> </u>	<u>X</u>	<u> </u>	<u>gpd* X \$27.17/gpd =</u>	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
<u> </u>	<u> </u>	<u>X</u>	<u> </u>	<u>gpd* X \$27.17/gpd =</u>	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** \$0.00

**METER INSTALLATION FEE**

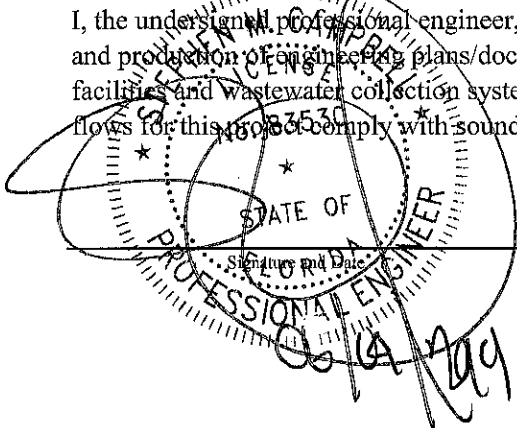
<u>(1) 6" FIRE LINE</u>	<u>\$0.00</u>
<u>1" METER</u>	<u>\$300.00</u>

Meter quantity and meter size

**TOTAL** \$950.50

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.



Stephen M. Campbell P.E.  
 Name and Title (please print or type)



EXHIBIT "B"  
CENTRAL SUMTER UTILITY COMPANY  
PROJECT ENGINEER'S CERTIFICATION OF  
ANTICIPATED PROJECT UTILIZATION

PROJECT NAME: SANDSPUR ICE PLANT BUILDING - RETAIL "A"  
911 ADDRESS: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
TYPE OF PROJECT: \_\_\_\_\_

<u>POTABLE WATER</u>				<u>MAIN EXTENSION</u>
				<u>CHARGE</u>
<u>1200</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$13.01/gpd =</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	<u>\$1,561.20</u>
		<u>X</u>		<u>gpd* X \$13.01/gpd =</u>
<u>          </u>	<u>          </u>		<u>          </u>	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	

\* Source: RETAIL = 0.1 GPD / SF

POTABLE WATER SUBTOTAL \$1,561.20

<u>WASTEWATER</u>			
<u>1200</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.
		<u>X</u>	
<u>          </u>	<u>          </u>		<u>          </u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.

\* Source: \_\_\_\_\_

WASTEWATER SUBTOTAL \$3,260.40

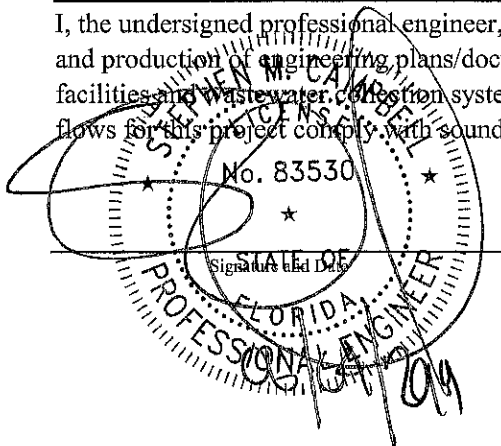
METER INSTALLATION FEE

METER - PAID SEPARATELY \$0.00  
Meter quantity and meter size

TOTAL \$4,821.60

STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.



Stephen M. Campbell, P.E.  
Name and Title (please print or type)

C650-30,000

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** SANDSPUR ICE PLANT BUILDING - RETAIL "B"  
**911 ADDRESS:** \_\_\_\_\_  
**OWNER:** \_\_\_\_\_  
**TYPE OF PROJECT:** \_\_\_\_\_

**POTABLE WATER** **MAIN EXTENSION CHARGE**

<u>1200</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd * X \$13.01/gpd =</u>	<u>\$1,561.20</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
<u>        </u>	<u>        </u>	<u>X</u>	<u>        </u>	<u>gpd * X \$13.01/gpd =</u>	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: RETAIL = 0.1 GPD / SF

**POTABLE WATER SUBTOTAL** \$1,561.20

**WASTEWATER**

<u>1200</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd * X \$27.17/gpd =</u>	<u>\$3,260.40</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
<u>        </u>	<u>        </u>	<u>X</u>	<u>        </u>	<u>gpd * X \$27.17/gpd =</u>	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** \$3,260.40

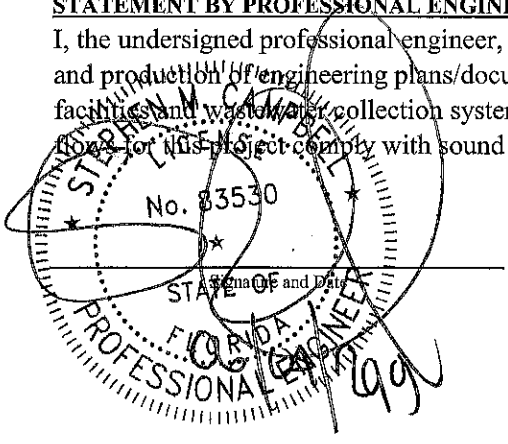
**METER INSTALLATION FEE**

**METER - PAID SEPARATELY** \_\_\_\_\_  
Meter quantity and meter size

**TOTAL** \$4,821.60

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

  
Signature and Date: \_\_\_\_\_

\_\_\_\_\_  
Stephen M. Campbell P.E.  
Name and Title (please print or type)

*OK 7.07*

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** SANDSPUR ICE PLANT BUILDING - RETAIL "C"  
**911 ADDRESS:** \_\_\_\_\_  
**OWNER:** \_\_\_\_\_  
**TYPE OF PROJECT:** \_\_\_\_\_

**POTABLE WATER****MAIN EXTENSION  
CHARGE**

<u>1200</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$13.01/gpd =</u>	<u>\$1,561.20</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
<u>        </u>	<u>        </u>	<u>X</u>	<u>        </u>	<u>gpd* X \$13.01/gpd =</u>	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: RETAIL = 0.1 GPD / SF

**POTABLE WATER SUBTOTAL** \$1,561.20

**WASTEWATER**

<u>1200</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$27.17/gpd =</u>	<u>\$3,260.40</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
<u>        </u>	<u>        </u>	<u>X</u>	<u>        </u>	<u>gpd* X \$27.17/gpd =</u>	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** \$3,260.40

**METER INSTALLATION FEE**

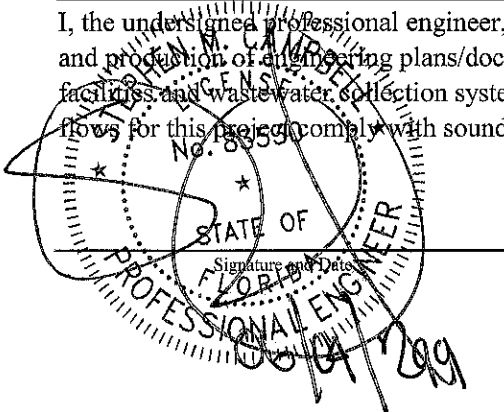
**METER - PAID SEPARATELY**

Meter quantity and meter size

**TOTAL** \$4,821.60

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.



\_\_\_\_\_  
 Stephen M. Campbell, P.E.  
 Name and Title (please print or type)

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** SANDSPUR ICE PLANT BUILDING - RETAIL "D"  
**911 ADDRESS:** \_\_\_\_\_  
**OWNER:** \_\_\_\_\_  
**TYPE OF PROJECT:** \_\_\_\_\_

<u>POTABLE WATER</u>				<u>MAIN EXTENSION CHARGE</u>
<u>1200</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$13.01/gpd = \$1,561.20</u>
<small>Quantity</small>	<small>Seats, Employees, S.F., etc.</small>		<small>Flow per Seat, Employee, S.F., etc.</small>	
		<u>X</u>		<u>gpd* X \$13.01/gpd = \$0.00</u>
<small>Quantity</small>	<small>Seats, Employees, S.F., etc.</small>		<small>Flow per Seat, Employee, S.F., etc.</small>	

\* Source: RETAIL = 0.1 GPD / SF

**POTABLE WATER SUBTOTAL** \$1,561.20

<u>WASTEWATER</u>				
<u>1200</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$27.17/gpd = \$3,260.40</u>
<small>Quantity</small>	<small>Seats, Employees, S.F., etc.</small>		<small>Flow per Seat, Employee, S.F., etc.</small>	
		<u>X</u>		<u>gpd* X \$27.17/gpd = \$0.00</u>
<small>Quantity</small>	<small>Seats, Employees, S.F., etc.</small>		<small>Flow per Seat, Employee, S.F., etc.</small>	

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** \$3,260.40

**METER INSTALLATION FEE**

<u>METER - PAID SEPARATELY</u>	<u>\$0.00</u>
<small>Meter quantity and meter size</small>	

**TOTAL** \$4,821.60

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

Stephen M. Campbell, P.E.  
Name and Title (please print or type)

*OK 7/2/09*

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** SANDSPUR ICE PLANT BUILDING - RETAIL "E"  
**911 ADDRESS:** \_\_\_\_\_  
**OWNER:** \_\_\_\_\_  
**TYPE OF PROJECT:** \_\_\_\_\_

<u>POTABLE WATER</u>					<u>MAIN EXTENSION</u> <u>CHARGE</u>
<u>1200</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	gpd* X \$13.01/gpd =	<u>\$1,561.20</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
<u>        </u>	<u>        </u>	<u>X</u>	<u>        </u>	gpd* X \$13.01/gpd =	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
<b>* Source:</b> <u>RETAIL = 0.1 GPD / SF</u>					
<b>POTABLE WATER SUBTOTAL</b>					<b><u>\$1,561.20</u></b>

<u>WASTEWATER</u>					
<u>1200</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	gpd* X \$27.17/gpd =	<u>\$3,260.40</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
<u>        </u>	<u>        </u>	<u>X</u>	<u>        </u>	gpd* X \$27.17/gpd =	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
<b>* Source:</b> _____					
<b>WASTEWATER SUBTOTAL</b>					<b><u>\$3,260.40</u></b>

**METER INSTALLATION FEE**

**METER - PAID SEPARATELY** \_\_\_\_\_  
 Meter quantity and meter size

**TOTAL** **\$4,821.60**

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flow for this project comply with sound engineering judgment.

*(Professional Engineer Seal: Stephen M. Campbell, No. 83530, State of Florida, Professional Engineer)*

\_\_\_\_\_  
 Stephen M. Campbell, P.E.  
 Name and Title (please print or type)

OK 7.08/11

CBS 0 - 30,000

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** SANDSPUR ICE PLANT BUILDING - RETAIL "F"  
**911 ADDRESS:** \_\_\_\_\_  
**OWNER:** \_\_\_\_\_  
**TYPE OF PROJECT:** \_\_\_\_\_

<u>POTABLE WATER</u>				<u>MAIN EXTENSION</u> <u>CHARGE</u>
1200	SF	X	0.1	gpd* X \$13.01/gpd =
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	\$1,561.20
		X		gpd* X \$13.01/gpd =
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	\$0.00
<b>* Source:</b> <u>RETAIL = 0.1 GPD / SF</u>				

**POTABLE WATER SUBTOTAL** \$1,561.20

<u>WASTEWATER</u>				
1200	SF	X	0.1	gpd* X \$27.17/gpd =
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	\$3,260.40
		X		gpd* X \$27.17/gpd =
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	\$0.00
<b>* Source:</b> _____				

**WASTEWATER SUBTOTAL** \$3,260.40

**METER INSTALLATION FEE**

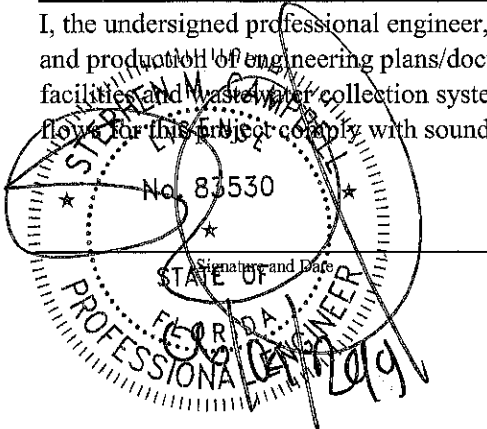
**METER - PAID SEPARATELY**

Meter quantity and meter size

**TOTAL** \$4,821.60

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.



\_\_\_\_\_  
Stephen M. Campbell, P.E.  
Name and Title (please print or type)

*SCHEDULE 6 TO EXHIBIT B*

*See Attached.*

**CENTRAL SUMTER UTILITY COMPANY, L.L.C.  
AGREEMENT FOR WATER AND SEWER  
UTILITY SERVICE**

PROJECT NAME: Brownwood - Sebald Saloon Building

911 ADDRESS: 2750 Brownwood Boulevard

PROJECT DESCRIPTION: Provide Potable Water and Wastewater

PROJECT OWNER: The Villages Operating Company

CIAC FUNDED BY: The Villages Operating Company

UTILITY BILLS TO: Varies by Space - Refer to Exhibits

**THIS AGREEMENT** is entered into this 15th day of July, ~~2018~~, 2019, between **THE VILLAGES OPERATING COMPANY** whose address is ~~3619~~ Kiessel Road, The Villages, FL 32163 ("Owner"), and **CENTRAL SUMTER UTILITY COMPANY, L.L.C.**, a Florida limited liability company, whose address is 3619 Kiessel Road, The Villages, Florida 32163 (the "Utility Company").

**RECITALS**

1. Owner owns or controls lands located in Sumter County, Florida, (the "Property"), and the Owner has developed or intends to develop the Property by constructing, or having constructed, the Project described above.

2. Owner desires that the Utility Company provide water service, and central wastewater collection and treatment services (collectively the "Utility Services") for the Property.

3. The Utility Company is authorized by the Florida Public Service Commission pursuant to WATER TARIFF (the "Water Tariff"), and by WASTEWATER TARIFF, (the "Wastewater Tariff") issued under Order No #PSC-11-0113-PAA-WS.

4. The Utility Company is willing to provide Utility Services to the Property in accordance with the conditions and provisions of this Agreement.

5. At this time the parties wish to set forth their agreement as stated below.

NOW, THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, Owner and Utility Company hereby covenant and agree as follows:

1. The Recitals set forth above are true and correct.

2. Definitions. Terms not defined herein shall be as defined in the Water Tariff and



## Wastewater Tariff.

3. Agreement to Serve. Utility Company covenants and agrees that it will connect or oversee the connection of the potable water distribution and wastewater collection facilities installed by Owner to the central facilities of Utility Company in accordance with the terms and intent of this Agreement upon:

- a. Upon the completion of construction of the on-site and off-site potable water and central wastewater facilities by Owner,
- b. the inspection and approval of such potable water and central wastewater facilities by Utility Company,
- c. the issuance of the final letter of acceptance by Utility Company where applicable, and
- d. the compliance by the Owner with all of the other terms of this Agreement, including the payment of such fees and charges as is authorized by the Water Tariff and the Wastewater Tariff.

Such connection shall at all times be in accordance with rules, regulations and orders of the applicable governmental authorities. The Utility Company agrees that once it provides Utility Service to the Property, that thereafter, the Utility Company will continuously provide Utility Services, in accordance with the rules and regulations and rate schedules set forth in the Water Tariff and Wastewater Tariff, as they exist from time to time. A summary of the current rates and charges is set forth in *Exhibit "A"*.

4. Contributions in Aid of Construction. In addition to the charges set forth in *Exhibit "A"*, the Owner agrees to pay to the Utility Company Contributions-in-aid-of-Construction in the form of a Main Extension Charge as authorized by the Water Tariff and Wastewater Tariff at the rates set forth below.

<u>Main Extension Charge</u>	<u>Charge Per Gallon/Day Demand</u>
Water	\$ 13.01
Wastewater	\$ 27.17

The initial Main Extension Charge will be calculated in accordance with the Project Engineer's Certification of Anticipated Project Utilization, which is to be completed by the Project Engineer and attached to this Agreement as on *Exhibit "B"*. The Main Extension Charge is due and payable within ten (10) days from the date of approval by the Utility Company to the Owner. All applicable fees shall be made payable to Central Sumter Utility Company, L.L.C. and remitted to 1020 Lake Sumter Landing, The Villages, FL 32162. FAILURE TO PAY THE APPLICABLE CHARGES WITHIN SUCH TIME FRAME SHALL TERMINATE ALL RIGHTS OF THE OWNER TO RECEIVE UTILITY SERVICES.

If the Utility Company determines that the average utilization per day during any billing period exceeds the Anticipated Project Utilization evidenced in *Exhibit "B"*, then the Utility Company shall be entitled to invoice and collect from the Owner, the difference between

the actual average per day utilization for such billing period, and the Anticipated Project Utilization set forth on *Exhibit "B"*. However, in no case shall the Owner be entitled to a refund if the Anticipated Project Utilization in *Exhibit "B"* exceeds the actual average daily utilization of any billing period due to Owner's action or inaction, governmental rules, regulations or restrictions, or an event described in Section 8. Failure of the Utility Company to collect additional Main Extension Charge for any period shall not prevent the Utility Company from collecting such appropriate Main Extension Charge at any future time for the period of over-utilization.

5. Utility Company's Exclusive Right To Utility Facilities. Owner agrees with Utility Company that all water and wastewater facilities accepted by Utility Company in connection with providing Utility Services to the Property, shall at all times remain in the sole, complete and exclusive ownership of Utility Company, its successors and assigns, and any person or entity owning any part of the Property, shall not have any right, title, claim or interest in and to such facilities or any part of them, for any purpose, including the furnishing of water and wastewater services to other persons or entities located within or beyond the limits of the Property. Utility Company shall promptly provide all maintenance for the Utility System.

6. Exclusive Right to Provide Service. Owner, as a further and essential consideration of this Agreement, agrees that Owner, or the successors and assigns of Owner, shall not (the words "shall not" being used in a mandatory definition) engage in the business or businesses of providing Utility Services to the Property during the period of time Utility Company, its successors or assigns, provide Utility Services to the Property, it being the intention of the parties hereto that under the foregoing provision and also other provisions of this Agreement, Utility Company shall have the sole and exclusive right and privilege to provide Utility Services to the Property.

7. Notice. Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, by mail or by telegram to the addresses set forth above.

8. Force Majeure. In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either party, including but not limited to Act of God or of the public enemy, war, national emergency, allocation or of other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, sinkhole or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping transmission or other facilities, governmental rules or acts or orders or restrictions or regulations or requirements, acts or action of any government or public or governmental authority or commission or board or agency or agent or official or officer, the enactment of any statute or ordinance or resolution or regulation or rule or ruling or order, order or decree or judgment or restraining order or injunction of any court, said party shall not be liable for such non-performance.

9. Indemnification. Owner agrees to indemnify and hold Utility Company harmless

from and against any and all liabilities, claims, damages, costs and expenses (including reasonable attorney fees) to which Utility Company may become subject by reason of or arising out of Owner's performance of this Agreement. This indemnification provision shall survive the actual connection to Utility Company's Utility Service systems.

Utility Company agrees to indemnify and hold Owner harmless from and against any and all liabilities, claims, damages, costs and expenses (including reasonable attorney fees) to which Owner may become subject by reason of or arising out of Utility Company's performance of this Agreement. This indemnification provision shall survive the actual connection to the Owner's Distribution System.

10. The Laws of the State of Florida. This Agreement shall be governed by the laws of the State of Florida and it shall be and become effective immediately upon execution by both parties hereto, subject to any approvals which must be obtained from governmental authority.

13. Binding Effect. This Agreement shall bind the parties, together with their respective successors, grantees, heirs and assigns.

**IN WITNESS WHEREOF,** Owner and Utility Company have executed or caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

**"OWNER":**

THE VILLAGES OPERATING COMPANY

By: 

Name: Martin L. Dzuro

Title: Vice President

**"UTILITY COMPANY":**

CENTRAL SUMTER UTILITY COMPANY, L.L.C.

By: 

Name: John Arnett, III

Title: Authorized Agent

**“EXHIBIT A”**

**CENTRAL SUMTER UTILITY COMPANY  
GENERAL SERVICE MONTHLY RATE SCHEDULE  
(ALL SERVICE EXCEPT SINGLE FAMILY RESIDENTIAL)**

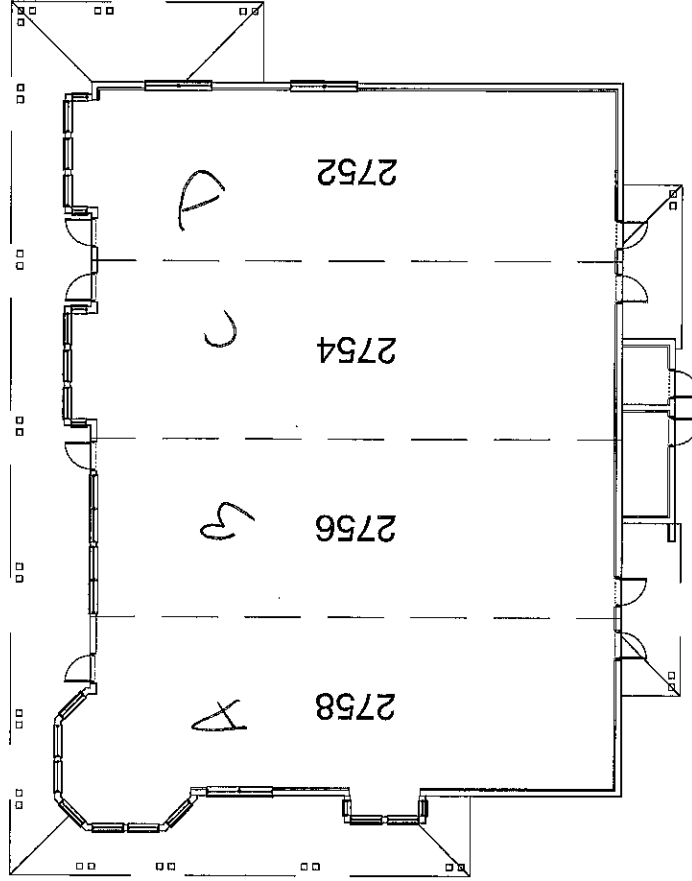
**WATER**

Base Facility	
<u>Meter Size</u>	<u>(Minimum Monthly Charge)</u>
5/8" x 3/4"	\$ 8.84
3/4" x 3/4"	\$ 13.27
1"	\$ 22.10
1-1/2"	\$ 44.21
2"	\$ 70.73
3"	\$ 141.47
4"	\$ 221.03
6"	\$ 442.08
8"	\$ 707.32
10"	\$1,016.77
Gallonage Charge	
	\$2.09 / per 1,000 gallons

**SEWER**

Base Facility	
<u>Water Meter Size</u>	<u>(Minimum Monthly Charge)</u>
5/8" x 3/4"	\$ 15.72
3/4" x 3/4"	\$ 23.57
1"	\$ 39.28
1-1/2"	\$ 125.71
2"	\$ 251.43
3"	\$ 392.86
4"	\$ 785.68
6"	\$1,257.10
8"	\$1,807.10
Gallonage Charge	
	\$5.89 / per 1,000 gallons

## BROWNWOOD BOULEVARD



**The Villages®**

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SEBALD SALOON  
THE VILLAGES, FL 32163  
911 NUMBERING MAP  
FEBRUARY 27, 2019

HOUSE METER  
2750 BROWNWOOD BOULEVARD



DISCLAIMER  
THIS MAP WAS PREPARED ONLY AS AN AID TO AGENCIES, SERVICES AND ORGANIZATIONS UTILIZING THE  
911 EMERGENCY NUMBERING SYSTEM IN THE VILLAGES. THE INFORMATION AND DEPICTIONS IN THIS MAP  
ARE PROVIDED FOR CONFORMANCE AND GENERAL INFORMATION PURPOSES ONLY. THE VILLAGES OF  
FLORIDA, INC. AND ITS AFFILIATES, INCLUDING FARNER BARLEY AND ASSOCIATES, INC., EXPRESSLY  
DISCLAIM ANY RESPONSIBILITY FOR THE CONTENT, VALIDITY, TIMELINESS OR ACCURACY OF  
THE DATA AND THE INFORMATION DEPICTED. USERS EXPRESSLY AGREE THAT ANY USE OF THE DATA AND  
INFORMATION DEPICTED HEREIN IS SOLELY FOR THEIR OWN INFORMATION AND USE, AND THAT FARNER  
BARLEY AND ASSOCIATES, INC. AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, AND  
ANY DECISIONS MADE OR ACTIONS TAKEN IN RELIANCE UPON ANY INFORMATION OR DATA HEREIN.

C69 0-30,000

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** SEBALD SALOON BUILDING - HOUSE METER

**911 ADDRESS:** \_\_\_\_\_

**OWNER:** \_\_\_\_\_

**TYPE OF PROJECT:** \_\_\_\_\_

<u>POTABLE WATER</u>				<u>MAIN EXTENSION</u> <u>CHARGE</u>
<u>1</u>	<u>EACH</u>	<u>X</u>	<u>50</u>	gpd* X \$13.01/gpd = <u>\$650.50</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	
		<u>X</u>		gpd* X \$13.01/gpd = <u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	
<b>* Source:</b> <u>HISTORICAL</u>				

**POTABLE WATER SUBTOTAL** \$650.50

<u>WASTEWATER</u>			
<u>0</u>		<u>X</u>	gpd* X \$27.17/gpd = <u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.
		<u>X</u>	gpd* X \$27.17/gpd = <u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.
<b>* Source:</b> _____			

**WASTEWATER SUBTOTAL** \$0.00

**METER INSTALLATION FEE**

<u>(1) 6" FIRE LINE</u>	<u>\$0.00</u>
<u>1" METER</u>	<u>\$300.00</u>
Meter quantity and meter size	

**TOTAL** \$950.50

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

\_\_\_\_\_  
Stephen M. Campbell, P.E.  
Name and Title (please print or type)

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** SEBALD SALOON BUILDING - RETAIL "A"

**911 ADDRESS:** \_\_\_\_\_

**OWNER:** \_\_\_\_\_

**TYPE OF PROJECT:** \_\_\_\_\_

<u>POTABLE WATER</u>				<u>MAIN EXTENSION CHARGE</u>
1240	SF	X	0.1	gpd* X \$13.01/gpd =
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	\$1,613.24
		X		gpd* X \$13.01/gpd =
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	\$0.00

\* Source: RETAIL = 0.1 GPD / SF

**POTABLE WATER SUBTOTAL** \$1,613.24

<u>WASTEWATER</u>				
1240	SF	X	0.1	gpd* X \$27.17/gpd =
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	\$3,369.08
		X		gpd* X \$27.17/gpd =
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	\$0.00

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** \$3,369.08

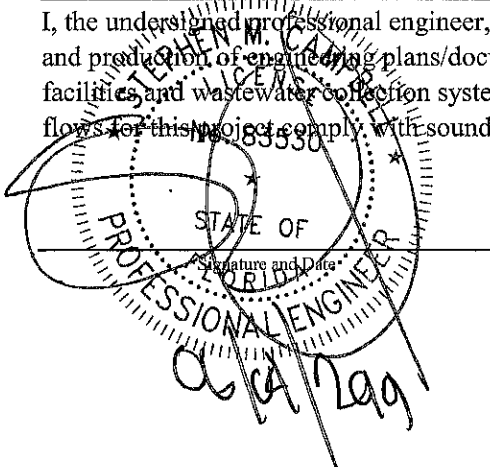
**METER INSTALLATION FEE**

**METER PAID SEPARATELY** \$0.00  
 Meter quantity and meter size

**TOTAL** \$4,982.32

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.



\_\_\_\_\_  
 Stephen M. Campbell, P.E.  
 Name and Title (please print or type)

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** SEBALD SALOON BUILDING - RETAIL "B"

**911 ADDRESS:** \_\_\_\_\_

**OWNER:** \_\_\_\_\_

**TYPE OF PROJECT:** \_\_\_\_\_

**POTABLE WATER****MAIN EXTENSION  
CHARGE**

1240	SF	X	0.1	gpd* X \$13.01/gpd =	\$1,613.24
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
		X		gpd* X \$13.01/gpd =	\$0.00
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: RETAIL = 0.1 GPD / SF

**POTABLE WATER SUBTOTAL****\$1,613.24****WASTEWATER**

1240	SF	X	0.1	gpd* X \$27.17/gpd =	\$3,369.08
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
		X		gpd* X \$27.17/gpd =	\$0.00
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL****\$3,369.08****METER INSTALLATION FEE****METER PAID SEPARATELY**

Meter quantity and meter size

**\$0.00****TOTAL \$4,982.32****STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

\_\_\_\_\_  
 Stephen M. Campbell, P.E.

Name and Title (please print or type)



**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** SEBALD SALOON BUILDING - RETAIL "C"

**911 ADDRESS:** \_\_\_\_\_

**OWNER:** \_\_\_\_\_

**TYPE OF PROJECT:** \_\_\_\_\_

**POTABLE WATER****MAIN EXTENSION  
CHARGE**

<u>1200</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$13.01/gpd =</u>	<u>\$1,561.20</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
		<u>X</u>		<u>gpd* X \$13.01/gpd =</u>	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: RETAIL = 0.1 GPD / SF

**POTABLE WATER SUBTOTAL****\$1,561.20****WASTEWATER**

<u>1200</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$27.17/gpd =</u>	<u>\$3,260.40</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
		<u>X</u>		<u>gpd* X \$27.17/gpd =</u>	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

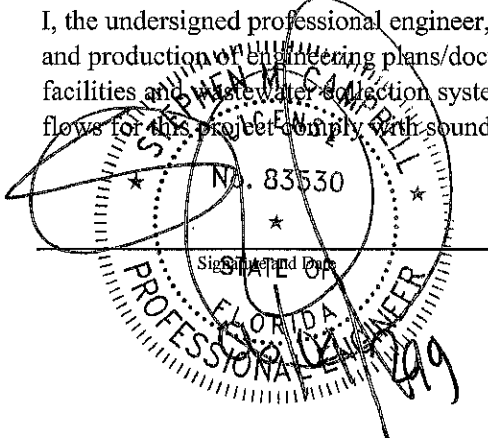
\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL****\$3,260.40****METER INSTALLATION FEE****METER PAID SEPARATELY**

Meter quantity and meter size

**\$0.00****TOTAL** **\$4,821.60****STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

Stephen M. Campbell, P.E.

Name and Title (please print or type)

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** SEBALD SALOON BUILDING - RETAIL "D"  
**911 ADDRESS:** \_\_\_\_\_  
**OWNER:** \_\_\_\_\_  
**TYPE OF PROJECT:** \_\_\_\_\_

**POTABLE WATER****MAIN EXTENSION  
CHARGE**

<u>1321</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$13.01/gpd =</u>	<u>\$1,718.62</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
		<u>X</u>		<u>gpd* X \$13.01/gpd =</u>	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: RETAIL = 0.1 GPD / SF

**POTABLE WATER SUBTOTAL****\$1,718.62****WASTEWATER**

<u>1321</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$27.17/gpd =</u>	<u>\$3,589.16</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
		<u>X</u>		<u>gpd* X \$27.17/gpd =</u>	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

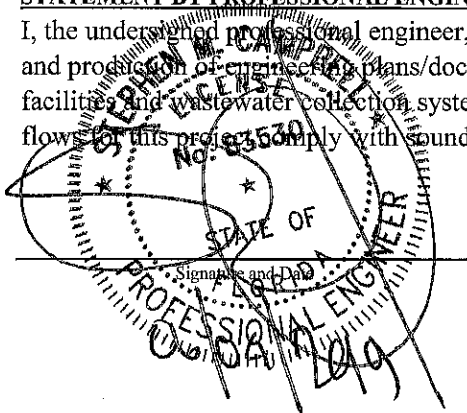
\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL****\$3,589.16****METER INSTALLATION FEE****METER PAID SEPARATELY**

Meter quantity and meter size

**\$0.00****TOTAL \$5,307.78****STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.



Stephen M. Campbell, P.E.

Name and Title (please print or type)

*SCHEDULE 7 TO EXHIBIT B*

*See Attached.*

**CENTRAL SUMTER UTILITY COMPANY, L.L.C.**  
**AGREEMENT FOR WATER AND SEWER**  
**UTILITY SERVICE**

PROJECT NAME: Brownwood - St. John's Court House Building

911 ADDRESS: 3719 Meggison Road

PROJECT DESCRIPTION: Provide Potable Water and Wastewater

PROJECT OWNER: The Villages Operating Company

CIAC FUNDED BY: The Villages Operating Company

UTILITY BILLS TO: Varies by Space - Refer to Exhibits

**THIS AGREEMENT** is entered into this 15<sup>th</sup> day of July, ~~2018~~, <sup>2019</sup>, between **THE VILLAGES OPERATING COMPANY** whose address is ~~3619~~ Kiessel Road, The Villages, FL 32163 ("Owner"), and **CENTRAL SUMTER UTILITY COMPANY, L.L.C.**, a Florida limited liability company, whose address is 3619 Kiessel Road, The Villages, Florida 32163 (the "Utility Company").

**RECITALS**

1. Owner owns or controls lands located in Sumter County, Florida, (the "Property"), and the Owner has developed or intends to develop the Property by constructing, or having constructed, the Project described above.

2. Owner desires that the Utility Company provide water service, and central wastewater collection and treatment services (collectively the "Utility Services") for the Property.

3. The Utility Company is authorized by the Florida Public Service Commission pursuant to WATER TARIFF (the "Water Tariff"), and by WASTEWATER TARIFF, (the "Wastewater Tariff") issued under Order No #PSC-11-0113-PAA-WS.

4. The Utility Company is willing to provide Utility Services to the Property in accordance with the conditions and provisions of this Agreement.

5. At this time the parties wish to set forth their agreement as stated below.

NOW, THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, Owner and Utility Company hereby covenant and agree as follows:

1. The Recitals set forth above are true and correct.
2. Definitions. Terms not defined herein shall be as defined in the Water Tariff and

## Wastewater Tariff.

3. Agreement to Serve. Utility Company covenants and agrees that it will connect or oversee the connection of the potable water distribution and wastewater collection facilities installed by Owner to the central facilities of Utility Company in accordance with the terms and intent of this Agreement upon:

- a. Upon the completion of construction of the on-site and off-site potable water and central wastewater facilities by Owner,
- b. the inspection and approval of such potable water and central wastewater facilities by Utility Company,
- c. the issuance of the final letter of acceptance by Utility Company where applicable, and
- d. the compliance by the Owner with all of the other terms of this Agreement, including the payment of such fees and charges as is authorized by the Water Tariff and the Wastewater Tariff.

Such connection shall at all times be in accordance with rules, regulations and orders of the applicable governmental authorities. The Utility Company agrees that once it provides Utility Service to the Property, that thereafter, the Utility Company will continuously provide Utility Services, in accordance with the rules and regulations and rate schedules set forth in the Water Tariff and Wastewater Tariff, as they exist from time to time. A summary of the current rates and charges is set forth in ***Exhibit "A"***.

4. Contributions in Aid of Construction. In addition to the charges set forth in ***Exhibit "A"***, the Owner agrees to pay to the Utility Company Contributions-in-aid-of-Construction in the form of a Main Extension Charge as authorized by the Water Tariff and Wastewater Tariff at the rates set forth below.

<u>Main Extension Charge</u>	<u>Charge Per Gallon/Day Demand</u>
Water	\$ 13.01
Wastewater	\$ 27.17

The initial Main Extension Charge will be calculated in accordance with the Project Engineer's Certification of Anticipated Project Utilization, which is to be completed by the Project Engineer and attached to this Agreement as on ***Exhibit "B"***. The Main Extension Charge is due and payable within ten (10) days from the date of approval by the Utility Company to the Owner. All applicable fees shall be made payable to Central Sumter Utility Company, L.L.C. and remitted to 1020 Lake Sumter Landing, The Villages, FL 32162. FAILURE TO PAY THE APPLICABLE CHARGES WITHIN SUCH TIME FRAME SHALL TERMINATE ALL RIGHTS OF THE OWNER TO RECEIVE UTILITY SERVICES.

If the Utility Company determines that the average utilization per day during any billing period exceeds the Anticipated Project Utilization evidenced in ***Exhibit "B"***, then the Utility Company shall be entitled to invoice and collect from the Owner, the difference between

the actual average per day utilization for such billing period, and the Anticipated Project Utilization set forth on ***Exhibit "B"***. However, in no case shall the Owner be entitled to a refund if the Anticipated Project Utilization in ***Exhibit "B"*** exceeds the actual average daily utilization of any billing period due to Owner's action or inaction, governmental rules, regulations or restrictions, or an event described in Section 8. Failure of the Utility Company to collect additional Main Extension Charge for any period shall not prevent the Utility Company from collecting such appropriate Main Extension Charge at any future time for the period of over-utilization.

5. Utility Company's Exclusive Right To Utility Facilities. Owner agrees with Utility Company that all water and wastewater facilities accepted by Utility Company in connection with providing Utility Services to the Property, shall at all times remain in the sole, complete and exclusive ownership of Utility Company, its successors and assigns, and any person or entity owning any part of the Property, shall not have any right, title, claim or interest in and to such facilities or any part of them, for any purpose, including the furnishing of water and wastewater services to other persons or entities located within or beyond the limits of the Property. Utility Company shall promptly provide all maintenance for the Utility System.

6. Exclusive Right to Provide Service. Owner, as a further and essential consideration of this Agreement, agrees that Owner, or the successors and assigns of Owner, shall not (the words "shall not" being used in a mandatory definition) engage in the business or businesses of providing Utility Services to the Property during the period of time Utility Company, its successors or assigns, provide Utility Services to the Property, it being the intention of the parties hereto that under the foregoing provision and also other provisions of this Agreement, Utility Company shall have the sole and exclusive right and privilege to provide Utility Services to the Property.

7. Notice. Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, by mail or by telegram to the addresses set forth above.

8. Force Majeure. In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either party, including but not limited to Act of God or of the public enemy, war, national emergency, allocation or of other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, sinkhole or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping transmission or other facilities, governmental rules or acts or orders or restrictions or regulations or requirements, acts or action of any government or public or governmental authority or commission or board or agency or agent or official or officer, the enactment of any statute or ordinance or resolution or regulation or rule or ruling or order, order or decree or judgment or restraining order or injunction of any court, said party shall not be liable for such non-performance.

9. Indemnification. Owner agrees to indemnify and hold Utility Company harmless

from and against any and all liabilities, claims, damages, costs and expenses (including reasonable attorney fees) to which Utility Company may become subject by reason of or arising out of Owner's performance of this Agreement. This indemnification provision shall survive the actual connection to Utility Company's Utility Service systems.

Utility Company agrees to indemnify and hold Owner harmless from and against any and all liabilities, claims, damages, costs and expenses (including reasonable attorney fees) to which Owner may become subject by reason of or arising out of Utility Company's performance of this Agreement. This indemnification provision shall survive the actual connection to the Owner's Distribution System.

10. The Laws of the State of Florida. This Agreement shall be governed by the laws of the State of Florida and it shall be and become effective immediately upon execution by both parties hereto, subject to any approvals which must be obtained from governmental authority.

13. Binding Effect. This Agreement shall bind the parties, together with their respective successors, grantees, heirs and assigns.

**IN WITNESS WHEREOF,** Owner and Utility Company have executed or caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

**"OWNER":**

THE VILLAGES OPERATING COMPANY

By:

Name: Martin L. Dzuro

Title: Vice President

**"UTILITY COMPANY":**

CENTRAL SUMTER UTILITY COMPANY, L.L.C.

By:

Name: John Arnett, III

Title: Authorized Agent

**“EXHIBIT A”**

**CENTRAL SUMTER UTILITY COMPANY  
GENERAL SERVICE MONTHLY RATE SCHEDULE  
(ALL SERVICE EXCEPT SINGLE FAMILY RESIDENTIAL)**

**WATER**

Base Facility	
<u>Meter Size</u>	<u>(Minimum Monthly Charge)</u>
5/8" x 3/4"	\$ 8.84
3/4" x 3/4"	\$ 13.27
1"	\$ 22.10
1-1/2"	\$ 44.21
2"	\$ 70.73
3"	\$ 141.47
4"	\$ 221.03
6"	\$ 442.08
8"	\$ 707.32
10"	\$1,016.77
Gallage Charge	\$2.09 / per 1,000 gallons

**SEWER**

Base Facility	
<u>Water Meter Size</u>	<u>(Minimum Monthly Charge)</u>
5/8" x 3/4"	\$ 15.72
3/4" x 3/4"	\$ 23.57
1"	\$ 39.28
1-1/2"	\$ 125.71
2"	\$ 251.43
3"	\$ 392.86
4"	\$ 785.68
6"	\$1,257.10
8"	\$1,807.10
Gallage Charge	\$5.89 / per 1,000 gallons



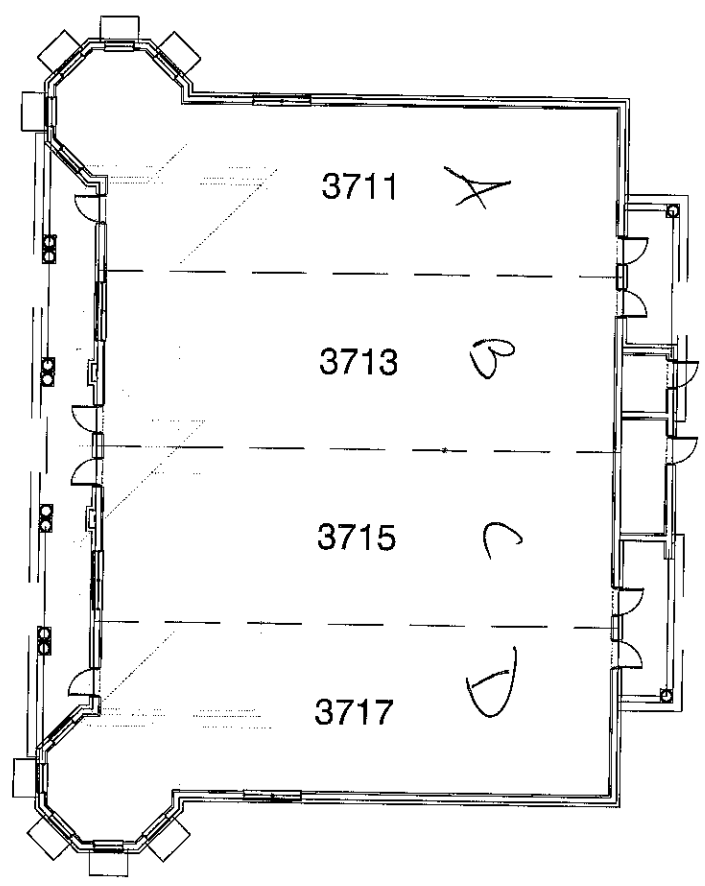


**The Villages**  
© Holding Company of The Villages, Inc., All Rights Reserved

ST. JOHNS CO.  
COURT HOUSE  
THE VILLAGES, FL 32163  
911 NUMBERING MAP  
FEBRUARY 27, 2019

HOUSE METER  
3719 MEGGISON ROAD

MEGGISON ROAD



**FARNER BARLEY**  
AND ASSOCIATES, INC.

DISCLAIMER  
THIS MAP WAS PREPARED ONLY AS AN AID TO AGENCIES, SERVICES AND ORGANIZATIONS UTILIZING THE  
FARNER BARLEY AND ASSOCIATES, INC. (FBA) INFORMATION AND SERVICES. FBA MAKES NO  
WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY, COMPLETENESS, OR QUALITY OF THE  
INFORMATION PROVIDED FOR CONVEYANCE AND CREDIT. FBA AND ITS AFFILIATES, DO NOT GUARANTEE, AND  
THE DATA AND INFORMATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR  
IMPLIED. FBA AND ITS AFFILIATES, DO NOT ACCEPT ANY LIABILITY FOR THE CONTENT, VALIDITY, TIMELINESS OR ACCURACY OF  
INFORMATION IS AT THE USER'S SOLE RISK AND USER EXPRESSLY ACCEPTS FULL RESPONSIBILITY AND  
LIABILITY FOR THE USER'S USE OF ANY SUCH DATA OR INFORMATION IN ITS ACTUAL OR ALTERED FORM  
AND ANY DECISIONS MADE OR ACTIONS TAKEN IN RELIANCE UPON ANY INFORMATION ON DATA HEREIN.

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** ST. JOHNS COURTHOUSE BUILDING - HOUSE METER  
**911 ADDRESS:** \_\_\_\_\_  
**OWNER:** \_\_\_\_\_  
**TYPE OF PROJECT:** \_\_\_\_\_

**POTABLE WATER**

**MAIN EXTENSION**  
**CHARGE**

<u>1</u>	<u>EACH</u>	<u>X</u>	<u>50</u>	<u>gpd* X \$13.01/gpd =</u>	<u>\$650.50</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
<u>  </u>	<u>  </u>	<u>X</u>	<u>  </u>	<u>gpd* X \$13.01/gpd =</u>	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: HISTORICAL

**POTABLE WATER SUBTOTAL** \$650.50

**WASTEWATER**

<u>0</u>	<u>  </u>	<u>X</u>	<u>  </u>	<u>gpd* X \$27.17/gpd =</u>	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
<u>  </u>	<u>  </u>	<u>X</u>	<u>  </u>	<u>gpd* X \$27.17/gpd =</u>	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** \$0.00

**METER INSTALLATION FEE**

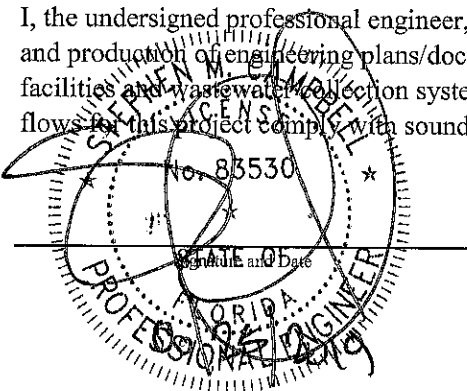
<u>(1) 6" FIRE LINE</u>	<u>\$0.00</u>
<u>1" METER</u>	<u>\$300.00</u>
Meter quantity and meter size	

**TOTAL** \$950.50

*OK 7-2-00*

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.



\_\_\_\_\_  
 Stephen M. Campbell, P.E.  
 Name and Title (please print or type)

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** ST. JOHNS COURTHOUSE BUILDING - RETAIL "A"  
**911 ADDRESS:** \_\_\_\_\_  
**OWNER:** \_\_\_\_\_  
**TYPE OF PROJECT:** \_\_\_\_\_

**POTABLE WATER**

**MAIN EXTENSION**  
**CHARGE**

<u>1323</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$13.01/gpd =</u>	<u>\$1,721.22</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
<u>        </u>	<u>        </u>	<u>X</u>	<u>        </u>	<u>gpd* X \$13.01/gpd =</u>	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: RETAIL = 0.1GPD/SF

**POTABLE WATER SUBTOTAL** \$1,721.22

**WASTEWATER**

<u>1323</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$27.17/gpd =</u>	<u>\$3,594.59</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
<u>        </u>	<u>        </u>	<u>X</u>	<u>        </u>	<u>gpd* X \$27.17/gpd =</u>	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** \$3,594.59

**METER INSTALLATION FEE**

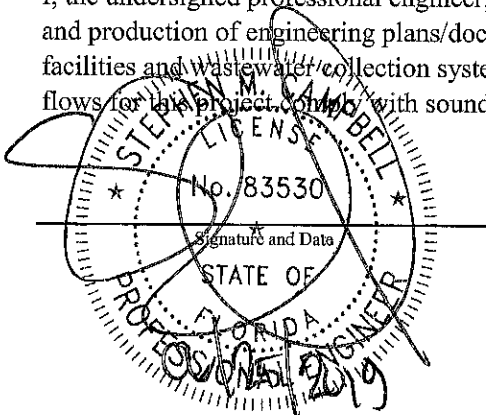
**METER PAID SEPARATELY** \$0.00  
Meter quantity and meter size

**TOTAL** \$5,315.81

*OK 7-10-19*

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.



\_\_\_\_\_  
 Stephen M. Campbell, P.E.  
Name and Title (please print or type)

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** ST. JOHNS COURTHOUSE BUILDING - RETAIL "B"  
**911 ADDRESS:** \_\_\_\_\_  
**OWNER:** \_\_\_\_\_  
**TYPE OF PROJECT:** \_\_\_\_\_

**POTABLE WATER**

**MAIN EXTENSION**  
**CHARGE**

<u>1200</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$13.01/gpd =</u>	<u>\$1,561.20</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
<u>        </u>	<u>        </u>	<u>X</u>	<u>        </u>	<u>gpd* X \$13.01/gpd =</u>	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: RETAIL = 0.1GPD/SF

**POTABLE WATER SUBTOTAL** \$1,561.20

**WASTEWATER**

<u>1200</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$27.17/gpd =</u>	<u>\$3,260.40</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
<u>        </u>	<u>        </u>	<u>X</u>	<u>        </u>	<u>gpd* X \$27.17/gpd =</u>	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** \$3,260.40

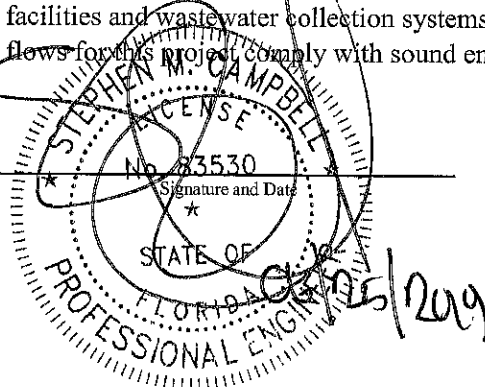
**METER INSTALLATION FEE**

**METER PAID SEPARATELY** \$0.00  
Meter quantity and meter size

**TOTAL** \$4,821.60

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.



Stephen M. Campbell, P.E.  
Name and Title (please print or type)

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

PROJECT NAME:	ST. JOHNS COURTHOUSE BUILDING - RETAIL "C"
911 ADDRESS:	
OWNER:	
TYPE OF PROJECT:	

## POTABLE WATER

**MAIN EXTENSION**  
**CHARGE**

<u>1200</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$13.01/gpd =</u>	<u>\$1,561.20</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
<u> </u>	<u> </u>	<u>X</u>	<u> </u>	<u>gpd* X \$13.01/gpd =</u>	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: RETAIL = 0.1GPD/SF

<b>POTABLE WATER SUBTOTAL</b>	<b>\$1,561.20</b>
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## WASTEWATER

<u>1200</u>	<u>SF</u>	X	<u>0.1</u>	gpd* X \$27.17/gpd =	<u>\$3,260.40</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
<u> </u>	<u> </u>	X	<u> </u>	gpd* X \$27.17/gpd =	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source:

<b>WASTEWATER SUBTOTAL</b>	<b>\$3,260.40</b>
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**METER INSTALLATION FEE**

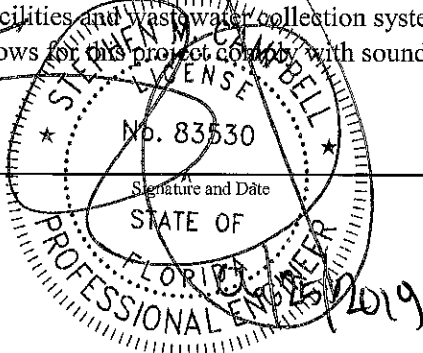
<b>METER PAID SEPARATELY</b>		<b>\$0.00</b>
Meter quantity and meter size		

<b>TOTAL</b>	<b>\$4,821.60</b>
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**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

Stephen M. Campbell, P.E.  
Name and Title (please print or type)



**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** ST. JOHNS COURTHOUSE BUILDING - RETAIL "D"  
**911 ADDRESS:** \_\_\_\_\_  
**OWNER:** \_\_\_\_\_  
**TYPE OF PROJECT:** \_\_\_\_\_

**POTABLE WATER****MAIN EXTENSION  
CHARGE**

<u>1323</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$13.01/gpd =</u>	<u>\$1,721.22</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
<u>        </u>	<u>        </u>	<u>X</u>	<u>        </u>	<u>gpd* X \$13.01/gpd =</u>	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: RETAIL = 0.1GPD/SF

**POTABLE WATER SUBTOTAL**\$1,721.22**WASTEWATER**

<u>1323</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$27.17/gpd =</u>	<u>\$3,594.59</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
<u>        </u>	<u>        </u>	<u>X</u>	<u>        </u>	<u>gpd* X \$27.17/gpd =</u>	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL**\$3,594.59**METER INSTALLATION FEE****METER PAID SEPARATELY**

Meter quantity and meter size

\$0.00**TOTAL** \$5,315.81**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

No. 83530

Signature and Date

Stephen M. Campbell, P.E.

Name and Title (please print or type)

*SCHEDULE 8 TO EXHIBIT B*

*See Attached.*

**CENTRAL SUMTER UTILITY COMPANY, L.L.C.**  
**AGREEMENT FOR WATER AND SEWER**  
**UTILITY SERVICE**

PROJECT NAME: Brownwood Building 6 - Bunk House Building

911 ADDRESS: 2658 West Torch Lake Drive

PROJECT DESCRIPTION: Provide Potable Water and Wastewater

PROJECT OWNER: The Villages Operating Company

CIAC FUNDED BY: The Villages Operating Company

UTILITY BILLS TO: Varies by Space - Refer to Exhibits

**THIS AGREEMENT** is entered into this 25<sup>th</sup> day of September, 2012, between **THE VILLAGES OPERATING COMPANY** whose address is 1020 Lake Sumter Landing, The Villages, FL 32162 ("Owner"), and **CENTRAL SUMTER UTILITY COMPANY, L.L.C.**, a Florida limited liability company, whose address is 1020 Lake Sumter Landing, The Villages, Florida 32162 (the "Utility Company").

**RECITALS**

1. Owner owns or controls lands located in Sumter County, Florida, (the "Property"), and the Owner has developed or intends to develop the Property by constructing, or having constructed, the Project described above.
2. Owner desires that the Utility Company provide water service, and central wastewater collection and treatment services (collectively the "Utility Services") for the Property.
3. The Utility Company is authorized by the Florida Public Service Commission pursuant to WATER TARIFF (the "Water Tariff"), and by WASTEWATER TARIFF, (the "Wastewater Tariff") issued under Order No #PSC-11-0113-PAA-WS.
4. The Utility Company is willing to provide Utility Services to the Property in accordance with the conditions and provisions of this Agreement.
5. At this time the parties wish to set forth their agreement as stated below.

NOW, THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, Owner and Utility Company hereby covenant and agree as follows:

1. The Recitals set forth above are true and correct.
2. Definitions. Terms not defined herein shall be as defined in the Water Tariff and



## Wastewater Tariff.

3. Agreement to Serve. Utility Company covenants and agrees that it will connect or oversee the connection of the potable water distribution and wastewater collection facilities installed by Owner to the central facilities of Utility Company in accordance with the terms and intent of this Agreement upon:

- a. Upon the completion of construction of the on-site and off-site potable water and central wastewater facilities by Owner,
- b. the inspection and approval of such potable water and central wastewater facilities by Utility Company,
- c. the issuance of the final letter of acceptance by Utility Company where applicable, and
- d. the compliance by the Owner with all of the other terms of this Agreement, including the payment of such fees and charges as is authorized by the Water Tariff and the Wastewater Tariff.

Such connection shall at all times be in accordance with rules, regulations and orders of the applicable governmental authorities. The Utility Company agrees that once it provides Utility Service to the Property, that thereafter, the Utility Company will continuously provide Utility Services, in accordance with the rules and regulations and rate schedules set forth in the Water Tariff and Wastewater Tariff, as they exist from time to time. A summary of the current rates and charges is set forth in ***Exhibit "A"***.

4. Contributions in Aid of Construction. In addition to the charges set forth in ***Exhibit "A"***, the Owner agrees to pay to the Utility Company Contributions-in-aid-of-Construction in the form of a Main Extension Charge as authorized by the Water Tariff and Wastewater Tariff at the rates set forth below.

<u>Main Extension Charge</u>	<u>Charge Per Gallon/Day Demand</u>
Water	\$ 13.01
Wastewater	\$ 27.17

The initial Main Extension Charge will be calculated in accordance with the Project Engineer's Certification of Anticipated Project Utilization, which is to be completed by the Project Engineer and attached to this Agreement as on ***Exhibit "B"***. The Main Extension Charge is due and payable within ten (10) days from the date of approval by the Utility Company to the Owner. All applicable fees shall be made payable to Central Sumter Utility Company, L.L.C. and remitted to 1020 Lake Sumter Landing, The Villages, FL 32162. FAILURE TO PAY THE APPLICABLE CHARGES WITHIN SUCH TIME FRAME SHALL TERMINATE ALL RIGHTS OF THE OWNER TO RECEIVE UTILITY SERVICES.

If the Utility Company determines that the average utilization per day during any billing period exceeds the Anticipated Project Utilization evidenced in ***Exhibit "B"***, then the Utility Company shall be entitled to invoice and collect from the Owner, the difference between

the actual average per day utilization for such billing period, and the Anticipated Project Utilization set forth on *Exhibit "B"*. However, in no case shall the Owner be entitled to a refund if the Anticipated Project Utilization in *Exhibit "B"* exceeds the actual average daily utilization of any billing period due to Owner's action or inaction, governmental rules, regulations or restrictions, or an event described in Section 8. Failure of the Utility Company to collect additional Main Extension Charge for any period shall not prevent the Utility Company from collecting such appropriate Main Extension Charge at any future time for the period of over-utilization.

5. Utility Company's Exclusive Right To Utility Facilities. Owner agrees with Utility Company that all water and wastewater facilities accepted by Utility Company in connection with providing Utility Services to the Property, shall at all times remain in the sole, complete and exclusive ownership of Utility Company, its successors and assigns, and any person or entity owning any part of the Property, shall not have any right, title, claim or interest in and to such facilities or any part of them, for any purpose, including the furnishing of water and wastewater services to other persons or entities located within or beyond the limits of the Property. Utility Company shall promptly provide all maintenance for the Utility System.

6. Exclusive Right to Provide Service. Owner, as a further and essential consideration of this Agreement, agrees that Owner, or the successors and assigns of Owner, shall not (the words "shall not" being used in a mandatory definition) engage in the business or businesses of providing Utility Services to the Property during the period of time Utility Company, its successors or assigns, provide Utility Services to the Property, it being the intention of the parties hereto that under the foregoing provision and also other provisions of this Agreement, Utility Company shall have the sole and exclusive right and privilege to provide Utility Services to the Property.

7. Notice. Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, by mail or by telegram to the addresses set forth above.

8. Force Majeure. In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either party, including but not limited to Act of God or of the public enemy, war, national emergency, allocation or of other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, sinkhole or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping transmission or other facilities, governmental rules or acts or orders or restrictions or regulations or requirements, acts or action of any government or public or governmental authority or commission or board or agency or agent or official or officer, the enactment of any statute or ordinance or resolution or regulation or rule or ruling or order, order or decree or judgment or restraining order or injunction of any court, said party shall not be liable for such non-performance.

9. Indemnification. Owner agrees to indemnify and hold Utility Company harmless

from and against any and all liabilities, claims, damages, costs and expenses (including reasonable attorney fees) to which Utility Company may become subject by reason of or arising out of Owner's performance of this Agreement. This indemnification provision shall survive the actual connection to Utility Company's Utility Service systems.

Utility Company agrees to indemnify and hold Owner harmless from and against any and all liabilities, claims, damages, costs and expenses (including reasonable attorney fees) to which Owner may become subject by reason of or arising out of Utility Company's performance of this Agreement. This indemnification provision shall survive the actual connection to the Owner's Distribution System.

10. The Laws of the State of Florida. This Agreement shall be governed by the laws of the State of Florida and it shall be and become effective immediately upon execution by both parties hereto, subject to any approvals which must be obtained from governmental authority.

13. Binding Effect. This Agreement shall bind the parties, together with their respective successors, grantees, heirs and assigns.

**IN WITNESS WHEREOF,** Owner and Utility Company have executed or caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

**"OWNER":**

THE VILLAGES OPERATING COMPANY

By:

Name: Martin L. Dzuro

Title: Vice President

**"UTILITY COMPANY":**

CENTRAL SUMTER UTILITY COMPANY, L.L.C.

By:

Name: John Arnett, III

Title: Authorized Agent

**“EXHIBIT A”**

**CENTRAL SUMTER UTILITY COMPANY  
GENERAL SERVICE MONTHLY RATE SCHEDULE  
(ALL SERVICE EXCEPT SINGLE FAMILY RESIDENTIAL)**

<b><u>WATER</u></b>	<b><u>Meter Size</u></b>	<b><u>Base Facility (Minimum Monthly Charge)</u></b>
	5/8" x 3/4"	\$ 8.18
	3/4" x 3/4"	\$ 12.27
	1"	\$ 20.45
	1-1/2"	\$ 40.90
	2"	\$ 65.44
	3"	\$130.88
	4"	\$204.50
	6"	\$409.00
	8"	\$654.40
	10"	\$940.70

Gallonage Charge                      \$1.93 / per 1,000 gallons

<b><u>SEWER</u></b>	<b><u>Water Meter Size</u></b>	<b><u>Base Facility (Minimum Monthly Charge)</u></b>
	5/8" x 3/4"	\$ 14.90
	3/4" x 3/4"	\$ 22.35
	1"	\$ 37.25
	1-1/2"	\$ 119.20
	2"	\$ 238.40
	3"	\$ 372.50
	4"	\$ 745.00
	6"	\$1192.00
	8"	\$1713.50

Gallonage Charge                      \$5.58 / per 1,000 gallons

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** Bunkhouse House Meter  
**911 ADDRESS:** 2658 West Torch Lake Drive  
**DEVELOPER:** TVOC  
**TYPE OF PROJECT:** New Construction

**POTABLE WATER**

**MAIN EXTENSION**  
**CHARGE**

<u>50</u>	<u>GPD</u>	<u>X</u>	<u>1</u>	<u>gpd* X \$13.01/gpd =</u>	<u>\$650.50</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
		<u>X</u>		<u>gpd* X \$13.01/gpd =</u>	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: \_\_\_\_\_

**POTABLE WATER SUBTOTAL** \$650.50

**WASTEWATER**

		<u>X</u>		<u>gpd* X \$27.17/gpd =</u>	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
		<u>X</u>		<u>gpd* X \$27.17/gpd =</u>	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** \$0.00

**METER INSTALLATION FEE**

<u>5/8" x 3/4" Meter</u>	<u>\$215.00</u>
Meter quantity and meter size	

**TOTAL** \$865.50 ✓

*OK 7. amt*

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

  
 7/12/12

Signature and Date

Matt Miller, PE

Engineered Building Systems, Inc.

Name and Title (please print or type)

**MATTHEW B. MILLER, P.E.**  
**P.E. LICENSE NUMBER 66499**



**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** Banner Mercantile (Brighton) - (Bunkhouse Bldg)  
**911 ADDRESS:** 2690 West Torch Lake Drive (2 Spaces: 2676 & 2680)  
**DEVELOPER:** Tenant responsible for meter fee  
**TYPE OF PROJECT:** Retail

**POTABLE WATER** **MAIN EXTENSION CHARGE**

<u>Quantity</u>	<u>Seats, Employees, S.F., etc.</u>	X	<u>Flow per Seat, Employee, S.F., etc.</u>	<u>gpd* X \$13.01/gpd =</u>	<u>\$0.00</u>
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<u>Quantity</u>	<u>Seats, Employees, S.F., etc.</u>	X	<u>Flow per Seat, Employee, S.F., etc.</u>	<u>gpd* X \$13.01/gpd =</u>	<u>\$0.00</u>
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\* Source: \_\_\_\_\_

**POTABLE WATER SUBTOTAL** \$0.00

**WASTEWATER**

<u>Quantity</u>	<u>Seats, Employees, S.F., etc.</u>	X	<u>Flow per Seat, Employee, S.F., etc.</u>	<u>gpd* X \$27.17/gpd =</u>	<u>\$0.00</u>
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<u>Quantity</u>	<u>Seats, Employees, S.F., etc.</u>	X	<u>Flow per Seat, Employee, S.F., etc.</u>	<u>gpd* X \$27.17/gpd =</u>	<u>\$0.00</u>
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\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** \$0.00

**METER INSTALLATION FEE**

<u>3/4" x 3/4" Meter</u>	<u>\$242.00</u>
Meter quantity and meter size	

**TOTAL** \$242.00 ✓

*OK J. Am...*

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

  
7/12/12

Signature and Date

**MATTHEW B. MILLER, P.E.**  
**P.E. LICENSE NUMBER 66499**

Matt Miller, PE  
Engineered Building Systems, Inc.  
Name and Title (please print or type)

CGS 0-30,000  
Tenant Space 16 x 14

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** Banner Mercantile - (Bunkhouse Bldg)  
**911 ADDRESS:** 2690 West Torch Lake Drive (includes 2 Spaces: 2686 & 2690)  
**DEVELOPER:** Tenant responsible for meter fee  
**TYPE OF PROJECT:** Retail

**POTABLE WATER**

**MAIN EXTENSION**  
**CHARGE**

<u>Quantity</u>	<u>Seats, Employees, S.F., etc.</u>	<u>X</u>	<u>Flow per Seat, Employee, S.F., etc.</u>	<u>gpd* X \$13.01/gpd =</u>	<u>\$0.00</u>
<u>Quantity</u>	<u>Seats, Employees, S.F., etc.</u>	<u>X</u>	<u>Flow per Seat, Employee, S.F., etc.</u>	<u>gpd* X \$13.01/gpd =</u>	<u>\$0.00</u>

\* Source: \_\_\_\_\_

**POTABLE WATER SUBTOTAL** \$0.00

**WASTEWATER**

<u>Quantity</u>	<u>Seats, Employees, S.F., etc.</u>	<u>X</u>	<u>Flow per Seat, Employee, S.F., etc.</u>	<u>gpd* X \$27.17/gpd =</u>	<u>\$0.00</u>
<u>Quantity</u>	<u>Seats, Employees, S.F., etc.</u>	<u>X</u>	<u>Flow per Seat, Employee, S.F., etc.</u>	<u>gpd* X \$27.17/gpd =</u>	<u>\$0.00</u>

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** \$0.00

**METER INSTALLATION FEE**

<u>3/4" x 3/4" Meter</u> <small>Meter quantity and meter size</small>	<u>\$242.00</u>
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**TOTAL** \$242.00 ✓

OK J. Cant

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

  
9/12/12

Signature and Date

Matt Miller, PE  
Engineered Building Systems, Inc.  
Name and Title (please print or type)

**MATTHEW B. MILLER, P.E.**  
P.E. LICENSE NUMBER 66499



PROJECT NAME:	Bunkhouse Tenant 1A
911 ADDRESS:	2660 West Torch Lake Drive
DEVELOPER:	TVOC
TYPE OF PROJECT:	New Construction

## MAIN EXTENSION CHARGE

\* Source:

**\$1,138.38**

\* Source:

**\$2,377.38**

## Meter quantity and meter size

Signature and Date

Matt Miller, PE  
Engineered Building Systems, Inc.  
Name and Title (please print or type)

6

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** Bunkhouse Tenant 1B  
**911 ADDRESS:** 2662 West Torch Lake Drive  
**DEVELOPER:** TVOC  
**TYPE OF PROJECT:** New Construction

**POTABLE WATER**

**MAIN EXTENSION**  
**CHARGE**

<u>1158</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$13.01/gpd =</u>	<u>\$1,506.56</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
		<u>X</u>		<u>gpd* X \$13.01/gpd =</u>	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: \_\_\_\_\_

**POTABLE WATER SUBTOTAL**

**\$1,506.56**

**WASTEWATER**

<u>1158</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$27.17/gpd =</u>	<u>\$3,146.29</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
		<u>X</u>		<u>gpd* X \$27.17/gpd =</u>	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL**

**\$3,146.29**

**METER INSTALLATION FEE**

Meter Paid Separately


Meter quantity and meter size

**TOTAL** **\$4,652.85**

*OK 7. C. Miller*

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

  
9/10/12

Signature and Date

Matt Miller, PE  
Engineered Building Systems, Inc.

Name and Title (please print or type)

**MATTHEW B. MILLER, P.E.**  
**P.E. LICENSE NUMBER 66499**

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** Bunkhouse Tenant 1C  
**911 ADDRESS:** 2666 West Torch Lake Drive  
**DEVELOPER:** TVOC  
**TYPE OF PROJECT:** New Construction

**POTABLE WATER**

**MAIN EXTENSION**  
**CHARGE**

<u>770</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$13.01/gpd =</u>	<u>\$1,001.77</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
		<u>X</u>		<u>gpd* X \$13.01/gpd =</u>	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: \_\_\_\_\_

**POTABLE WATER SUBTOTAL**

**\$1,001.77**

**WASTEWATER**

<u>770</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$27.17/gpd =</u>	<u>\$2,092.09</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
		<u>X</u>		<u>gpd* X \$27.17/gpd =</u>	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL**

**\$2,092.09**

**METER INSTALLATION FEE**

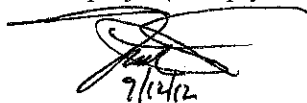
Meter Paid Separately  
Meter quantity and meter size

**TOTAL** **\$3,093.86** ✓

*OK 7. Am*

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

  
7/14/12

Signature and Date

Matt Miller, PE  
Engineered Building Systems, Inc.

Name and Title (please print or type)

**MATTHEW B. MILLER, P.E.**  
P E LICENSE NUMBER 66499

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** Bunkhouse Tenant 1D - CPM  
**911 ADDRESS:** 2670 West Torch Lake Drive  
**DEVELOPER:** TVOC  
**TYPE OF PROJECT:** New Construction

**POTABLE WATER**

**MAIN EXTENSION**  
**CHARGE**

<u>770</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$13.01/gpd =</u>	<u>\$1,001.77</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
		<u>X</u>		<u>gpd* X \$13.01/gpd =</u>	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: \_\_\_\_\_

**POTABLE WATER SUBTOTAL** \$1,001.77

**WASTEWATER**

<u>770</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$27.17/gpd =</u>	<u>\$2,092.09</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
		<u>X</u>		<u>gpd* X \$27.17/gpd =</u>	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** \$2,092.09

**METER INSTALLATION FEE**

Meter Paid Separately  
Meter quantity and meter size

**TOTAL** \$3,093.86

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

  
9/12/12

Signature and Date

Matt Miller, PE  
Engineered Building Systems, Inc.  
Name and Title (please print or type)

**MATTHEW B. MILLER, P.E.**  
**P.E. LICENSE NUMBER 66499**

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** Bunkhouse Tenant 1E - Banner (Brighton)  
**911 ADDRESS:** 2676 West Torch Lake Drive  
**DEVELOPER:** TVOC  
**TYPE OF PROJECT:** New Construction

<u>POTABLE WATER</u>				<u>MAIN EXTENSION CHARGE</u>
<u>920</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$13.01/gpd = \$1,196.92</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	
		<u>X</u>		<u>gpd* X \$13.01/gpd = \$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	
<b>* Source:</b> _____				

**POTABLE WATER SUBTOTAL** \$1,196.92

<u>WASTEWATER</u>				
<u>920</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$27.17/gpd = \$2,499.64</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	
		<u>X</u>		<u>gpd* X \$27.17/gpd = \$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	
<b>* Source:</b> _____				

**WASTEWATER SUBTOTAL** \$2,499.64

**METER INSTALLATION FEE**

Meter Paid Separately \_\_\_\_\_  
Meter quantity and meter size

**TOTAL** \$3,696.56 ✓

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.



Signature and Date

**MATTHEW B. MILLER, P.E.**  
P.E. LICENSE NUMBER 66499

Matt Miller, PE  
Engineered Building Systems, Inc.  
Name and Title (please print or type)

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** Bunkhouse Tenant 1F (Banner Brighton)  
**911 ADDRESS:** 2680 West Torch Lake Drive  
**DEVELOPER:** TVOC  
**TYPE OF PROJECT:** New Construction

<u>POTABLE WATER</u>				<u>MAIN EXTENSION</u>
				<u>CHARGE</u>
<u>920</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$13.01/gpd = \$1,196.92</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	
		<u>X</u>		<u>gpd* X \$13.01/gpd = \$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	
* Source: _____				

**POTABLE WATER SUBTOTAL** \$1,196.92

<u>WASTEWATER</u>				
<u>920</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$27.17/gpd = \$2,499.64</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	
		<u>X</u>		<u>gpd* X \$27.17/gpd = \$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	
* Source: _____				

**WASTEWATER SUBTOTAL** \$2,499.64

**METER INSTALLATION FEE**

Meter Paid Separately  
Meter quantity and meter size \_\_\_\_\_

**TOTAL** \$3,696.56 ✓

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

  
9/12/12

Signature and Date

**MATTHEW B. MILLER, P.E.**  
**P.E. LICENSE NUMBER 66499**

Matt Miller, PE  
Engineered Building Systems, Inc.

Name and Title (please print or type)

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** Bunkhouse Tenant 1G - Banner Mercantile  
**911 ADDRESS:** 2686 West Torch Lake Drive  
**DEVELOPER:** TVOC  
**TYPE OF PROJECT:** New Construction

<u>POTABLE WATER</u>				<u>MAIN EXTENSION</u>
				<u>CHARGE</u>
<u>1245</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$13.01/gpd = \$1,619.75</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	
		<u>X</u>		<u>gpd* X \$13.01/gpd = \$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	

\* Source: \_\_\_\_\_

**POTABLE WATER SUBTOTAL** \$1,619.75

<u>WASTEWATER</u>				
<u>1245</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$27.17/gpd = \$3,382.67</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	
		<u>X</u>		<u>gpd* X \$27.17/gpd = \$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** \$3,382.67

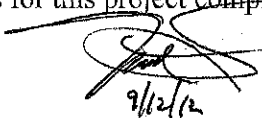
**METER INSTALLATION FEE**

Meter Paid Separately  
Meter quantity and meter size \_\_\_\_\_

**TOTAL** \$5,002.42 ✓

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

  
9/12/12

Signature and Date

**MATTHEW B. MILLER, P.E.**  
**P.E. LICENSE NUMBER 66499**

Matt Miller, PE  
Engineered Building Systems, Inc.  
Name and Title (please print or type)

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** Bunkhouse Tenant 1H - Banner Mercantile  
**911 ADDRESS:** 2690 West Torch Lake Drive  
**DEVELOPER:** TVOC  
**TYPE OF PROJECT:** New Construction

<u>POTABLE WATER</u>				<u>MAIN EXTENSION</u>
				<u>CHARGE</u>
<u>1245</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$13.01/gpd = \$1,619.75</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	
		<u>X</u>		<u>gpd* X \$13.01/gpd = \$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	

\* Source: \_\_\_\_\_

**POTABLE WATER SUBTOTAL** \$1,619.75

<u>WASTEWATER</u>				
<u>1245</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$27.17/gpd = \$3,382.67</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	
		<u>X</u>		<u>gpd* X \$27.17/gpd = \$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** \$3,382.67

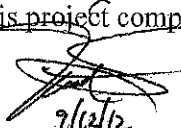
**METER INSTALLATION FEE**

Meter Paid Separately \_\_\_\_\_  
Meter quantity and meter size \_\_\_\_\_

**TOTAL** \$5,002.42

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

  
\_\_\_\_\_  
Signature and Date

**MATTHEW B. MILLER, P.E.**  
**P.E. LICENSE NUMBER 66499**

Matt Miller, PE  
Engineered Building Systems, Inc.  
\_\_\_\_\_  
Name and Title (please print or type)



**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** Bunkhouse Tenant 1J  
**911 ADDRESS:** 2696 West Torch Lake Drive  
**DEVELOPER:** TVOC  
**TYPE OF PROJECT:** New Construction

**POTABLE WATER**

**MAIN EXTENSION**  
**CHARGE**

<u>1259</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$13.01/gpd =</u>	<u>\$1,637.96</u>
<small>Quantity</small>	<small>Seats, Employees, S.F., etc.</small>		<small>Flow per Seat, Employee, S.F., etc.</small>		
<u>          </u>	<u>          </u>	<u>X</u>	<u>          </u>	<u>gpd* X \$13.01/gpd =</u>	<u>\$0.00</u>
<small>Quantity</small>	<small>Seats, Employees, S.F., etc.</small>		<small>Flow per Seat, Employee, S.F., etc.</small>		

\* Source: \_\_\_\_\_

**POTABLE WATER SUBTOTAL** \$1,637.96

**WASTEWATER**

<u>1259</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$27.17/gpd =</u>	<u>\$3,420.70</u>
<small>Quantity</small>	<small>Seats, Employees, S.F., etc.</small>		<small>Flow per Seat, Employee, S.F., etc.</small>		
<u>          </u>	<u>          </u>	<u>X</u>	<u>          </u>	<u>gpd* X \$27.17/gpd =</u>	<u>\$0.00</u>
<small>Quantity</small>	<small>Seats, Employees, S.F., etc.</small>		<small>Flow per Seat, Employee, S.F., etc.</small>		

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** \$3,420.70

**METER INSTALLATION FEE**

Meter Paid Separately  
Meter quantity and meter size

**TOTAL** \$5,058.66

*OK 7. Curtt*

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

  
9/12/12

Signature and Date

**MATTHEW B. MILLER, P.E.**  
LICENSE NUMBER 66499

Matt Miller, PE  
Engineered Building Systems, Inc.  
Name and Title (please print or type)

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** Bunkhouse Tenant 1K  
**911 ADDRESS:** 2700 West Torch Lake Drive  
**DEVELOPER:** TVOC  
**TYPE OF PROJECT:** New Construction

**POTABLE WATER**

**MAIN EXTENSION**  
**CHARGE**

<u>1259</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$13.01/gpd =</u>	<u>\$1,637.96</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
<u>          </u>	<u>          </u>	<u>X</u>	<u>          </u>	<u>gpd* X \$13.01/gpd =</u>	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: \_\_\_\_\_

**POTABLE WATER SUBTOTAL** \$1,637.96

**WASTEWATER**

<u>1259</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$27.17/gpd =</u>	<u>\$3,420.70</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
<u>          </u>	<u>          </u>	<u>X</u>	<u>          </u>	<u>gpd* X \$27.17/gpd =</u>	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** \$3,420.70

**METER INSTALLATION FEE**

Meter Paid Separately  
Meter quantity and meter size

**TOTAL** \$5,058.66 ✓

*OK T. Cant*

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

  
9/12/12

Signature and Date

**MATTHEW B. MILLER, P.E.**  
E.E. LICENSE NUMBER 66499

Matt Miller, PE  
Engineered Building Systems, Inc.  
Name and Title (please print or type)

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** Bunkhouse Tenant 1L - City Fire  
**911 ADDRESS:** 2716 Brownwood Boulevard  
**DEVELOPER:** TVOC  
**TYPE OF PROJECT:** New Construction

<u>POTABLE WATER</u>				<u>MAIN EXTENSION</u>	
				<u>CHARGE</u>	
<u>222</u>	<u>Per Seat</u>	<u>X</u>	<u>11</u>	<u>gpd* X \$13.01/gpd =</u>	<u>\$31,770.42</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
		<u>X</u>		<u>gpd* X \$13.01/gpd =</u>	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: Historical Data

**POTABLE WATER SUBTOTAL** \$31,770.42

<u>WASTEWATER</u>					
<u>222</u>	<u>Per Seat</u>	<u>X</u>	<u>11</u>	<u>gpd* X \$27.17/gpd =</u>	<u>\$66,349.14</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
		<u>X</u>		<u>gpd* X \$27.17/gpd =</u>	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: Historical Data

**WASTEWATER SUBTOTAL** \$66,349.14

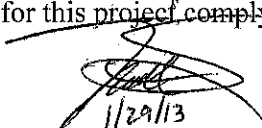
**METER INSTALLATION FEE**

Meter Paid Separately  
Meter quantity and meter size

**TOTAL** \$98,119.56

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

  
Signature and Date

**MATTHEW B. MILLER, P.E.**  
P.E. LICENSE NUMBER 66499

Matt Miller, PE  
Engineered Building Systems, Inc.  
Name and Title (please print or type)

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** Bunkhouse Tenant 1M  
**911 ADDRESS:** 2718 Brownwood Boulevard  
**DEVELOPER:** TVOC  
**TYPE OF PROJECT:** New Construction

**POTABLE WATER** **MAIN EXTENSION**  
**CHARGE**

1822	SF	X	0.1	gpd* X \$13.01/gpd =	\$2,370.42
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
		X		gpd* X \$13.01/gpd =	\$0.00
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: \_\_\_\_\_

**POTABLE WATER SUBTOTAL** \$2,370.42

**WASTEWATER**

1822	SF	X	0.1	gpd* X \$27.17/gpd =	\$4,950.37
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
		X		gpd* X \$27.17/gpd =	\$0.00
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** \$4,950.37

**METER INSTALLATION FEE**

Meter Paid Separately \_\_\_\_\_  
Meter quantity and meter size

**TOTAL** \$7,320.79

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

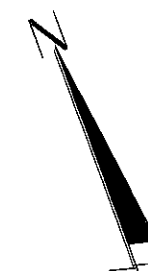
*OK 7. Aug 12*

  
9/2/12

Signature and Date

**MATTHEW B. MILLER, P.E.**  
P.E. LICENSE NUMBER 66490

Matt Miller, PE  
Engineered Building Systems, Inc.  
Name and Title (please print or type)



# The Villages®

BUNK HOUSE  
(BUILDING 6)  
THE VILLAGES, FL 32163  
911 NUMBERING MAP  
JULY 27, 2011

HOUSE METER  
2658 WEST TORCH  
LAKE DRIVE

**Arnett**  
Environmental, LLC

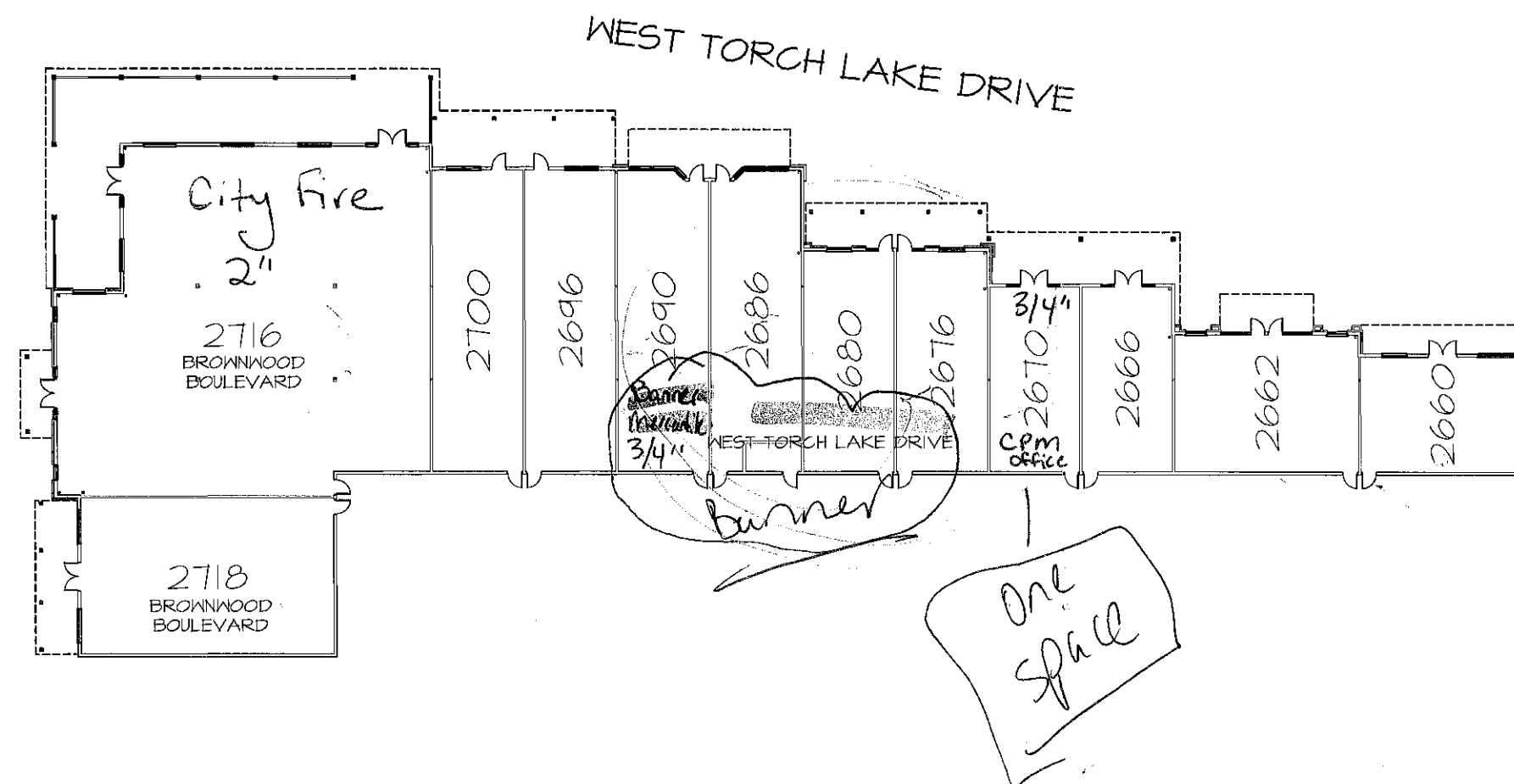
1038 Lake Sumter Landing The Villages, FL 32162

Tel No. (352)753-4747 Fax No. (352)753-1296

Certificate of Authorization Number: 27495

DISCLAIMER  
THIS MAP WAS PREPARED ONLY AS AN AID TO AGENCIES,  
SERVICES AND ORGANIZATIONS UTILIZING THE 911 EMERGENCY  
NUMBERING SYSTEM IN THE VILLAGES, THE INFORMATION AND  
DEPICTIONS IN THIS MAP ARE PROVIDED FOR CONVENIENCE AND  
GENERAL INFORMATIONAL PURPOSES ONLY. THE VILLAGES OF  
LAKE SUMTER, INC., ARNETT ENVIRONMENTAL, AND ITS AFFILIATES,  
DO NOT GUARANTEE, AND EXPRESSLY DISCLAIM ANY  
RESPONSIBILITY FOR THE CONTENT, VALIDITY, TIMELINESS OR  
ACCURACY OF THE DATA AND THE INFORMATION DEPICTED.  
USERS EXPRESSLY AGREE THAT ANY USE OF THE DATA AND  
INFORMATION IS AT THE USER'S SOLE RISK AND USER EXPRESSLY  
ACCEPTS FULL RESPONSIBILITY AND LIABILITY FOR THE USER'S  
USE OF ANY SUCH DATA OR INFORMATION IN ITS ACTUAL OR  
ALTERED FORM AND ANY DECISIONS MADE OR ACTIONS TAKEN IN  
RELIANCE UPON ANY INFORMATION OR DATA HEREIN.

BROWNWOOD BOULEVARD



**A** \_\_\_\_\_

**B** \_\_\_\_\_

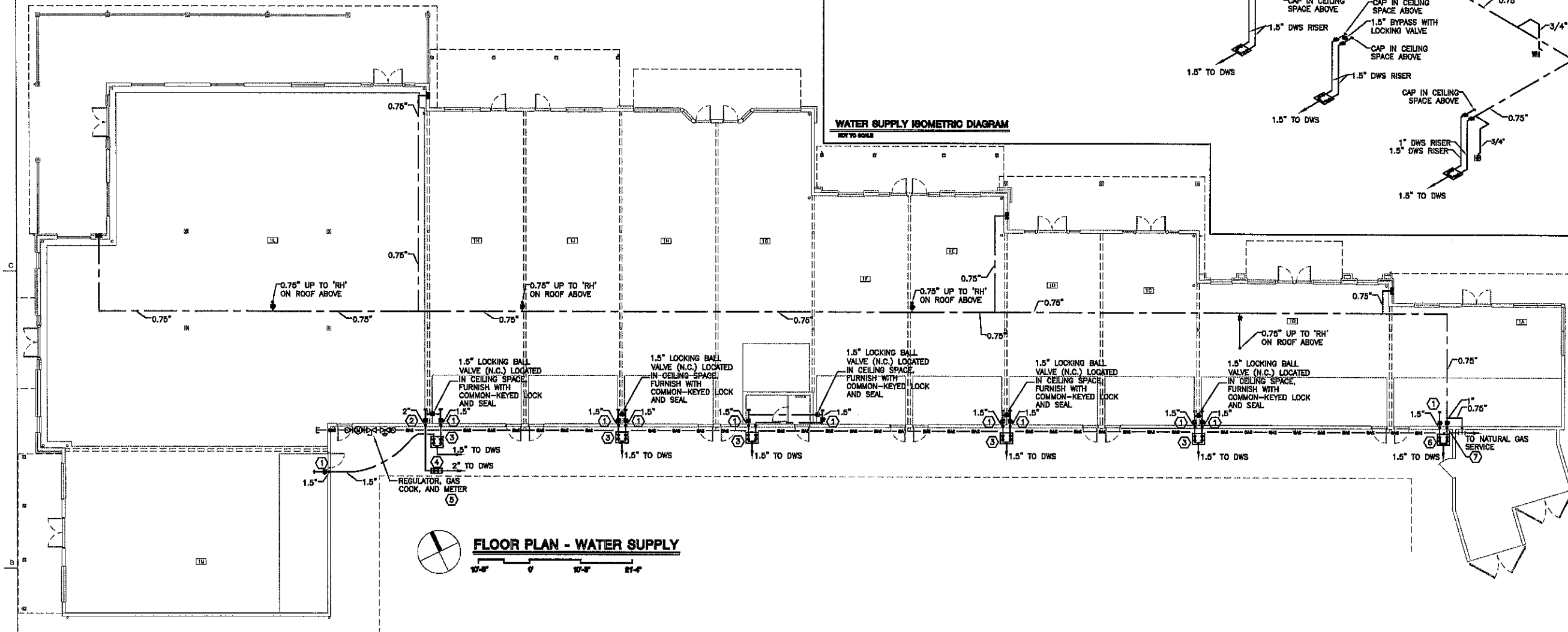
**C** \_\_\_\_\_

**D** \_\_\_\_\_

**E** \_\_\_\_\_

- (1) 1.5" DWS RISER, ALL WATER SUPPLY PIPING FROM THIS POINT FORWARD TO BE INSTALLED IN CEILING OR CONCEALED IN WALL SPACES UNLESS OTHERWISE NOTED, INSTALL 1.5" VALVE AND CAP IN CEILING.
- (2) 2" DWS RISER, ALL WATER SUPPLY PIPING FROM THIS POINT FORWARD TO BE INSTALLED IN CEILING OR CONCEALED IN WALL SPACES UNLESS OTHERWISE NOTED, INSTALL 2" VALVE AND CAP IN CEILING.
- (3) 1.5" BRASS GATE VALVES WITH METER IN CONCRETE-POLYMER BOX, COORDINATE FINAL INSTALLATION REQUIREMENTS WITH LOCAL UTILITY PRIOR TO ROUGH-IN
- (4) (1) 2" BRASS GATE VALVE WITH METER IN CONCRETE-POLYMER BOX, COORDINATE FINAL INSTALLATION REQUIREMENTS WITH LOCAL UTILITY PRIOR TO ROUGH-IN
- (5) NOT USED
- (6) (1) 1.5" & (1) 1" BRASS GATE VALVE WITH METER IN CONCRETE-POLYMER BOX, COORDINATE FINAL INSTALLATION REQUIREMENTS WITH LOCAL UTILITY PRIOR TO ROUGH-IN
- (7) 1" DWS RISER, ALL WATER SUPPLY PIPING FROM THIS POINT FORWARD TO BE INSTALLED IN CEILING OR CONCEALED IN WALL SPACES UNLESS OTHERWISE NOTED

1A	TENANT	SPACE
1B	TENANT	SPACE
1C	TENANT	SPACE
1D	TENANT	SPACE
1E	TENANT	SPACE
1F	TENANT	SPACE
1G	TENANT	SPACE
1H	TENANT	SPACE
1J	TENANT	SPACE
1K	TENANT	SPACE
1L	TENANT	SPACE
1M	TENANT	SPACE



Revisions		
No.	Date	DESCRIPTION
1	6/22/11	PROGRESS REVIEW SET
2	10/07/11	PERMITTING
3	-	-
4	-	-

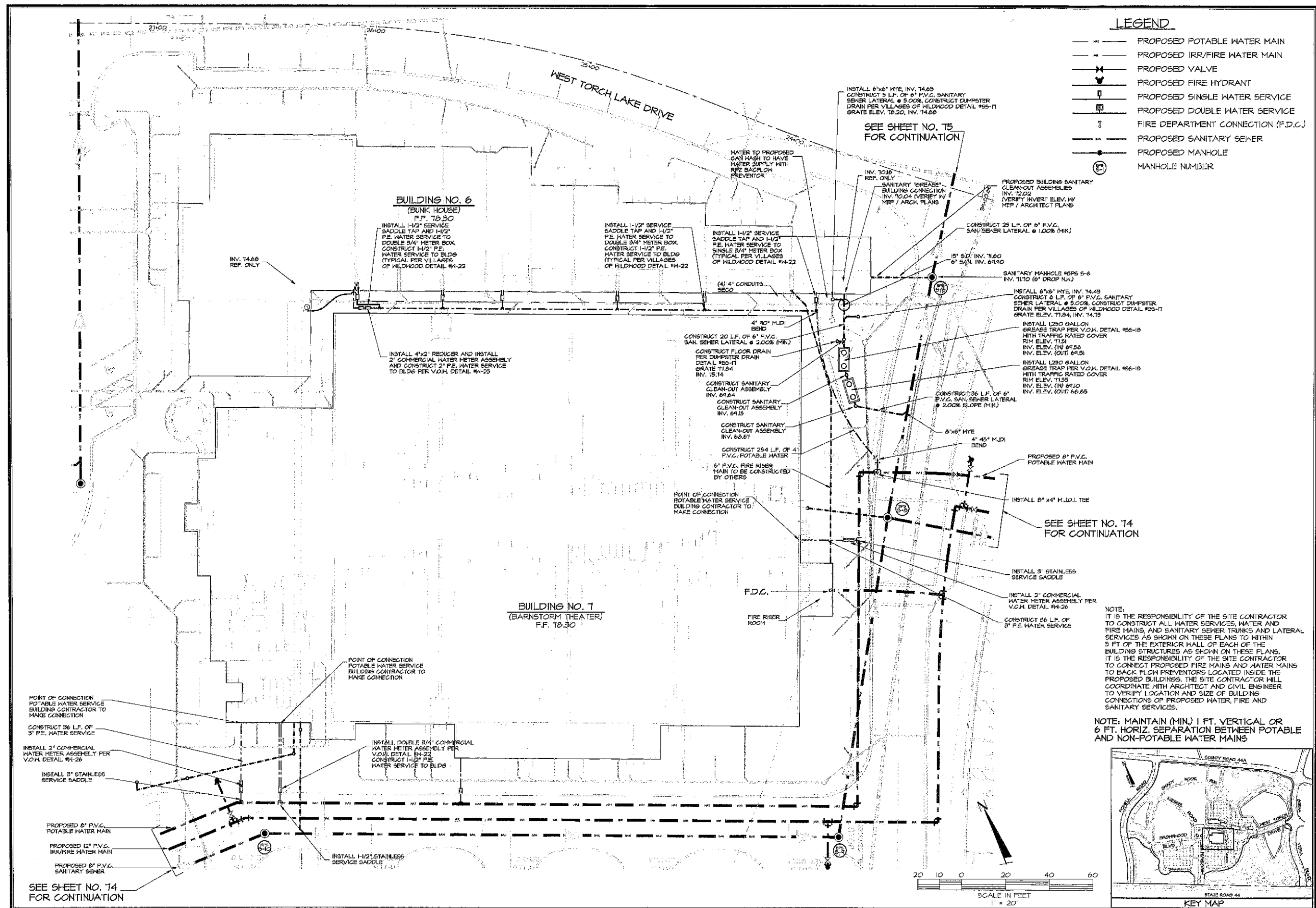
NEW "DARK SHELL" RETAIL BLDG.  
"THE BUNK HOUSE BUILDING"  
BROWNWOOD TOWN CENTER  
WEST TORCH LAKE DRIVE  
THE VILLAGES, SUMTER COUNTY FLORIDA

REGISTRATION

[illegible]

DRAWN BY:	
CHECKED BY:	
DATE:	10/07/11

SHEET:  
FLOOR PLAN  
WATER SUPPLY  
**PW-101**  
JOB No. 11019







*SCHEDULE 9 TO EXHIBIT B*

*See Attached.*

**CENTRAL SUMTER UTILITY COMPANY, L.L.C.  
AGREEMENT FOR WATER AND SEWER  
UTILITY SERVICE**

PROJECT NAME: Brownwood Hotel & Spa

911 ADDRESS: 3003 Brownwood Boulevard

PROJECT DESCRIPTION: Provide Potable Water and Wastewater

PROJECT OWNER: The Brownwood Hotel & Spa, LLC

CIAC FUNDED BY: The Brownwood Hotel & Spa, LLC

UTILITY BILLS TO: The Brownwood Hotel & Spa, LLC

**THIS AGREEMENT** is entered into this 16th day of August, 2019, between **THE BROWNWOOD HOTEL & SPA, LLC** whose address is 3619 Kiessel Road, The Villages, FL 32163 ("Owner"), and **CENTRAL SUMTER UTILITY COMPANY, L.L.C.**, a Florida limited liability company, whose address is 3619 Kiessel Road, The Villages, Florida 32163 (the "Utility Company").

**RECITALS**

1. Owner owns or controls lands located in Sumter County, Florida, (the "Property"), and the Owner has developed or intends to develop the Property by constructing, or having constructed, the Project described above.

2. Owner desires that the Utility Company provide water service, and central wastewater collection and treatment services (collectively the "Utility Services") for the Property.

3. The Utility Company is authorized by the Florida Public Service Commission pursuant to WATER TARIFF (the "Water Tariff"), and by WASTEWATER TARIFF, (the "Wastewater Tariff") issued under Order No #PSC-11-0113-PAA-WS.

4. The Utility Company is willing to provide Utility Services to the Property in accordance with the conditions and provisions of this Agreement.

5. At this time the parties wish to set forth their agreement as stated below.

NOW, THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, Owner and Utility Company hereby covenant and agree as follows:

1. The Recitals set forth above are true and correct.
2. Definitions. Terms not defined herein shall be as defined in the Water Tariff and

Wastewater Tariff.

3. Agreement to Serve. Utility Company covenants and agrees that it will connect or oversee the connection of the potable water distribution and wastewater collection facilities installed by Owner to the central facilities of Utility Company in accordance with the terms and intent of this Agreement upon:

- a. Upon the completion of construction of the on-site and off-site potable water and central wastewater facilities by Owner,
- b. the inspection and approval of such potable water and central wastewater facilities by Utility Company,
- c. the issuance of the final letter of acceptance by Utility Company where applicable, and
- d. the compliance by the Owner with all of the other terms of this Agreement, including the payment of such fees and charges as is authorized by the Water Tariff and the Wastewater Tariff.

Such connection shall at all times be in accordance with rules, regulations and orders of the applicable governmental authorities. The Utility Company agrees that once it provides Utility Service to the Property, that thereafter, the Utility Company will continuously provide Utility Services, in accordance with the rules and regulations and rate schedules set forth in the Water Tariff and Wastewater Tariff, as they exist from time to time. A summary of the current rates and charges is set forth in *Exhibit "A"*.

4. Contributions in Aid of Construction. In addition to the charges set forth in *Exhibit "A"*, the Owner agrees to pay to the Utility Company Contributions-in-aid-of-Construction in the form of a Main Extension Charge as authorized by the Water Tariff and Wastewater Tariff at the rates set forth below.

<u>Main Extension Charge</u>	<u>Charge Per Gallon/Day Demand</u>
Water	\$ 13.01
Wastewater	\$ 27.17

The initial Main Extension Charge will be calculated in accordance with the Project Engineer's Certification of Anticipated Project Utilization, which is to be completed by the Project Engineer and attached to this Agreement as on *Exhibit "B"*. The Main Extension Charge is due and payable within ten (10) days from the date of approval by the Utility Company to the Owner. All applicable fees shall be made payable to Central Sumter Utility Company, L.L.C. and remitted to 1020 Lake Sumter Landing, The Villages, FL 32162. FAILURE TO PAY THE APPLICABLE CHARGES WITHIN SUCH TIME FRAME SHALL TERMINATE ALL RIGHTS OF THE OWNER TO RECEIVE UTILITY SERVICES.

If the Utility Company determines that the average utilization per day during any billing period exceeds the Anticipated Project Utilization evidenced in *Exhibit "B"*, then the Utility Company shall be entitled to invoice and collect from the Owner, the difference between

the actual average per day utilization for such billing period, and the Anticipated Project Utilization set forth on *Exhibit "B"*. However, in no case shall the Owner be entitled to a refund if the Anticipated Project Utilization in *Exhibit "B"* exceeds the actual average daily utilization of any billing period due to Owner's action or inaction, governmental rules, regulations or restrictions, or an event described in Section 8. Failure of the Utility Company to collect additional Main Extension Charge for any period shall not prevent the Utility Company from collecting such appropriate Main Extension Charge at any future time for the period of over-utilization.

5. Utility Company's Exclusive Right To Utility Facilities. Owner agrees with Utility Company that all water and wastewater facilities accepted by Utility Company in connection with providing Utility Services to the Property, shall at all times remain in the sole, complete and exclusive ownership of Utility Company, its successors and assigns, and any person or entity owning any part of the Property, shall not have any right, title, claim or interest in and to such facilities or any part of them, for any purpose, including the furnishing of water and wastewater services to other persons or entities located within or beyond the limits of the Property. Utility Company shall promptly provide all maintenance for the Utility System.

6. Exclusive Right to Provide Service. Owner, as a further and essential consideration of this Agreement, agrees that Owner, or the successors and assigns of Owner, shall not (the words "shall not" being used in a mandatory definition) engage in the business or businesses of providing Utility Services to the Property during the period of time Utility Company, its successors or assigns, provide Utility Services to the Property, it being the intention of the parties hereto that under the foregoing provision and also other provisions of this Agreement, Utility Company shall have the sole and exclusive right and privilege to provide Utility Services to the Property.

7. Notice. Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, by mail or by telegram to the addresses set forth above.

8. Force Majeure. In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either party, including but not limited to Act of God or of the public enemy, war, national emergency, allocation or of other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, sinkhole or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping transmission or other facilities, governmental rules or acts or orders or restrictions or regulations or requirements, acts or action of any government or public or governmental authority or commission or board or agency or agent or official or officer, the enactment of any statute or ordinance or resolution or regulation or rule or ruling or order, order or decree or judgment or restraining order or injunction of any court, said party shall not be liable for such non-performance.

9. Indemnification. Owner agrees to indemnify and hold Utility Company harmless

from and against any and all liabilities, claims, damages, costs and expenses (including reasonable attorney fees) to which Utility Company may become subject by reason of or arising out of Owner's performance of this Agreement. This indemnification provision shall survive the actual connection to Utility Company's Utility Service systems.

Utility Company agrees to indemnify and hold Owner harmless from and against any and all liabilities, claims, damages, costs and expenses (including reasonable attorney fees) to which Owner may become subject by reason of or arising out of Utility Company's performance of this Agreement. This indemnification provision shall survive the actual connection to the Owner's Distribution System.

10. The Laws of the State of Florida. This Agreement shall be governed by the laws of the State of Florida and it shall be and become effective immediately upon execution by both parties hereto, subject to any approvals which must be obtained from governmental authority.

13. Binding Effect. This Agreement shall bind the parties, together with their respective successors, grantees, heirs and assigns.

**IN WITNESS WHEREOF,** Owner and Utility Company have executed or caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

**"OWNER":**

THE BROWNWOOD HOTEL & SPA, LLC,  
a Florida limited liability company

BY: GTMJ INVESTMENT GROUP, LLC,  
a Florida limited liability company, its Manager

BY: LBCV, INC.,  
a Florida corporation, its Manager

By: 

Name: \_\_\_\_\_

Martin L. Dzuro

Title: \_\_\_\_\_

Vice President

**"UTILITY COMPANY":**

CENTRAL SUMTER UTILITY COMPANY, L.L.C.

By: 

Name: \_\_\_\_\_

John Arnett, III

Title: \_\_\_\_\_

Authorized Agent

**"EXHIBIT A"**

**CENTRAL SUMTER UTILITY COMPANY  
GENERAL SERVICE MONTHLY RATE SCHEDULE  
(ALL SERVICE EXCEPT SINGLE FAMILY RESIDENTIAL)**

**WATER**

Base Facility	
<u>Meter Size</u>	<u>(Minimum Monthly Charge)</u>
5/8" x 3/4"	\$ 8.84
3/4" x 3/4"	\$ 13.27
1"	\$ 22.10
1-1/2"	\$ 44.21
2"	\$ 70.73
3"	\$ 141.47
4"	\$ 221.03
6"	\$ 442.08
8"	\$ 707.32
10"	\$1,016.77
Gallonge Charge	\$2.09 / per 1,000 gallons

**SEWER**

Base Facility	
<u>Water Meter Size</u>	<u>(Minimum Monthly Charge)</u>
5/8" x 3/4"	\$ 15.72
3/4" x 3/4"	\$ 23.57
1"	\$ 39.28
1-1/2"	\$ 125.71
2"	\$ 251.43
3"	\$ 392.86
4"	\$ 785.68
6"	\$1,257.10
8"	\$1,807.10
Gallonge Charge	\$5.89 / per 1,000 gallons

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** BROWNWOOD HOTEL & SPA - HOTEL/CONFERENCE ROOM  
**911 ADDRESS:** \_\_\_\_\_  
**OWNER:** \_\_\_\_\_  
**TYPE OF PROJECT:** \_\_\_\_\_

<u>POTABLE WATER</u>					<u>MAIN EXTENSION CHARGE</u>
<u>156</u>	<u>Rooms</u>	<u>X</u>	<u>100</u>	<u>gpd* X \$13.01/gpd =</u>	<u>\$202,956.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
<u>1000</u>	<u>People</u>	<u>X</u>	<u>7</u>	<u>gpd* X \$13.01/gpd =</u>	<u>\$91,070.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
		<u>X</u>		<u>gpd* X \$13.01/gpd =</u>	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: Phoenix Design Group Summary

**POTABLE WATER SUBTOTAL** \$294,026.00

<u>WASTEWATER</u>					
<u>156</u>	<u>Rooms</u>	<u>X</u>	<u>100</u>	<u>gpd* X \$27.17/gpd =</u>	<u>\$423,852.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
<u>1000</u>	<u>People</u>	<u>X</u>	<u>7</u>	<u>gpd* X \$27.17/gpd =</u>	<u>\$190,190.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
		<u>X</u>		<u>gpd* X \$27.17/gpd =</u>	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** \$614,042.00

**METER INSTALLATION FEE**

3" Commercial \$1,200.00  
 Meter quantity and meter size

1-8" Fire Line off Irrigation Main

**TOTAL** \$909,268.00

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

OK 7-01

**STEPHEN M. CAMPBELL, P.E. 83530**

Name and Title (please print or type)

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** BROWNWOOD HOTEL & SPA - COOLING TOWER  
**911 ADDRESS:** \_\_\_\_\_  
**OWNER:** \_\_\_\_\_  
**TYPE OF PROJECT:** \_\_\_\_\_

**POTABLE WATER**

**MAIN EXTENSION**  
**CHARGE**

21600	Cooling Tower	X	1	gpd* X \$13.01/gpd =	\$281,016.00
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
		X		gpd* X \$13.01/gpd =	\$0.00
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
		X		gpd* X \$13.01/gpd =	\$0.00
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: Phoenix Design Group Summary - see 07/20/2019 email for cooling tower

**POTABLE WATER SUBTOTAL**

\$281,016.00

**WASTEWATER**

6480	Cooling Tower	X	1	gpd* X \$27.17/gpd =	\$176,061.60
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
		X		gpd* X \$27.17/gpd =	\$0.00
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
		X		gpd* X \$27.17/gpd =	\$0.00
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: see 07/20/2019 email for cooling tower calculation

**WASTEWATER SUBTOTAL**

\$176,061.60

**METER INSTALLATION FEE**

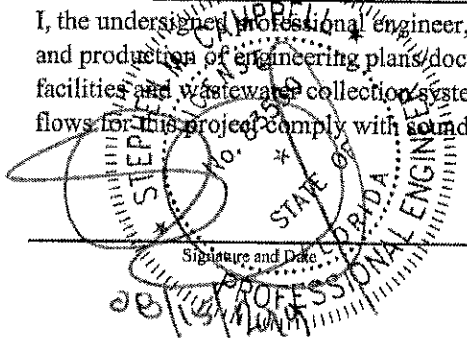
1-1/2" Commercial - Supply Meter \$842.00  
 Meter quantity and meter size

1-1/2" Commercial - Effluent Meter \$842.00  
 Meter quantity and meter size

**TOTAL** \$457,919.60

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.



STEPHEN M. CAMPBELL, P.E. 83530  
 Name and Title (please print or type)

*OK 7.07.19*



**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** BROWNWOOD HOTEL & SPA - RESTAURANT

**911 ADDRESS:** \_\_\_\_\_

**OWNER:** \_\_\_\_\_

**TYPE OF PROJECT:** \_\_\_\_\_

**POTABLE WATER****MAIN EXTENSION  
CHARGE**

200	Seats	X	27	gpd* X \$13.01/gpd =	\$70,254.00
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
		X		gpd* X \$13.01/gpd =	\$0.00
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: 27 gpd/seat based on historical usage

**POTABLE WATER SUBTOTAL** \$70,254.00

**WASTEWATER**

200	Seats	X	27	gpd* X \$27.17/gpd =	\$146,718.00
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
		X		gpd* X \$27.17/gpd =	\$0.00
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** \$146,718.00

**METER INSTALLATION FEE**

1-1/2" Commercial	\$842.00
Meter quantity and meter size	

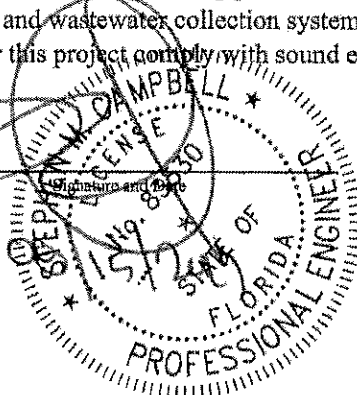
**TOTAL** \$217,814.00

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

STEPHEN M. CAMPBELL, P.E. 83530

Name and Title (please print or type)



**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** BROWNWOOD HOTEL & SPA - SPA  
**911 ADDRESS:** \_\_\_\_\_  
**OWNER:** \_\_\_\_\_  
**TYPE OF PROJECT:** \_\_\_\_\_

**POTABLE WATER**

**MAIN EXTENSION**  
**CHARGE**

<u>7644</u>	<u>SF</u>	<u>X</u>	<u>0.35</u>	<u>gpd* X \$13.01/gpd =</u>	<u>\$34,806.95</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
<u>      </u>	<u>      </u>	<u>X</u>	<u>      </u>	<u>gpd* X \$13.01/gpd =</u>	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: 0.35gpd/sf (84' x 91' = 7,644 sf)

**POTABLE WATER SUBTOTAL** \$34,806.95

**WASTEWATER**

<u>7644</u>	<u>SF</u>	<u>X</u>	<u>0.35</u>	<u>gpd* X \$27.17/gpd =</u>	<u>\$72,690.62</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
<u>      </u>	<u>      </u>	<u>X</u>	<u>      </u>	<u>gpd* X \$27.17/gpd =</u>	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** \$72,690.62

**METER INSTALLATION FEE**

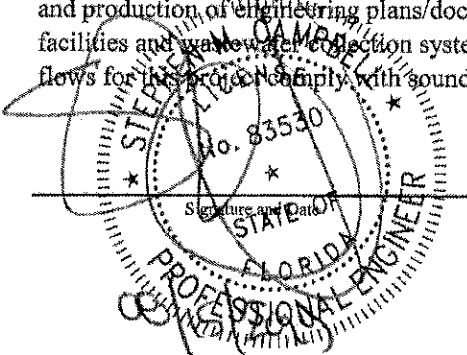
2" Commercial \$988.00  
Meter quantity and meter size

**TOTAL** \$108,485.57

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

STEPHEN M. CAMPBELL, P.E. 83530  
Name and Title (please print or type)



**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** BROWNWOOD HOTEL & SPA - POOL MAKEUP  
**911 ADDRESS:** \_\_\_\_\_  
**OWNER:** \_\_\_\_\_  
**TYPE OF PROJECT:** \_\_\_\_\_

**POTABLE WATER****MAIN EXTENSION  
CHARGE**

1080	SF	X	0.3	gpd* X \$13.01/gpd =	\$4,215.24
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
		X		gpd* X \$13.01/gpd =	\$0.00
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: pool makeup only - 0.3 gpd/sf of pool

**POTABLE WATER SUBTOTAL****\$4,215.24****WASTEWATER**

Quantity	Seats, Employees, S.F., etc.	X	Flow per Seat, Employee, S.F., etc.	gpd* X \$27.17/gpd =	\$0.00
		X		gpd* X \$27.17/gpd =	\$0.00
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: pool makeup water only - no wastewater

**WASTEWATER SUBTOTAL****\$0.00****METER INSTALLATION FEE**

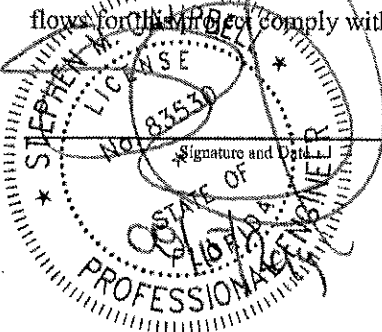
1 - 5/8" x 3/4" commercial	\$215.00
Meter quantity and meter size	

**TOTAL \$4,430.24****STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

STEPHEN M. CAMPBELL, P.E. 83530

Name and Title (please print or type)



*SCHEDULE 10 TO EXHIBIT B*

*See Attached.*

**CENTRAL SUMTER UTILITY COMPANY, L.L.C.  
AGREEMENT FOR WATER AND SEWER  
UTILITY SERVICE**

PROJECT NAME: Brownwood Professional Plaza - Citizens First Bank

911 ADDRESS: 6495 Powell Road

PROJECT DESCRIPTION: Provide Potable Water and Wastewater

PROJECT OWNER: Citizens First Bank

CIAC FUNDED BY: Citizens First Bank

UTILITY BILLS TO: Citizens First Bank

**THIS AGREEMENT** is entered into this 16th day of August, 2019, between **CITIZENS FIRST BANK** whose address is 1050 Lake Sumter Landing, The Villages, FL 32162 ("Owner"), and **CENTRAL SUMTER UTILITY COMPANY, L.L.C.**, a Florida limited liability company, whose address is 3619 Kiessel Road, The Villages, Florida 32163 (the "Utility Company").

**RECITALS**

1. Owner owns or controls lands located in Sumter County, Florida, (the "Property"), and the Owner has developed or intends to develop the Property by constructing, or having constructed, the Project described above.

2. Owner desires that the Utility Company provide water service, and central wastewater collection and treatment services (collectively the "Utility Services") for the Property.

3. The Utility Company is authorized by the Florida Public Service Commission pursuant to WATER TARIFF (the "Water Tariff"), and by WASTEWATER TARIFF, (the "Wastewater Tariff") issued under Order No #PSC-11-0113-PAA-WS.

4. The Utility Company is willing to provide Utility Services to the Property in accordance with the conditions and provisions of this Agreement.

5. At this time the parties wish to set forth their agreement as stated below.

NOW, THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, Owner and Utility Company hereby covenant and agree as follows:

1. The Recitals set forth above are true and correct.

2. Definitions. Terms not defined herein shall be as defined in the Water Tariff and

## Wastewater Tariff.

3. Agreement to Serve. Utility Company covenants and agrees that it will connect or oversee the connection of the potable water distribution and wastewater collection facilities installed by Owner to the central facilities of Utility Company in accordance with the terms and intent of this Agreement upon:

- a. Upon the completion of construction of the on-site and off-site potable water and central wastewater facilities by Owner,
- b. the inspection and approval of such potable water and central wastewater facilities by Utility Company,
- c. the issuance of the final letter of acceptance by Utility Company where applicable, and
- d. the compliance by the Owner with all of the other terms of this Agreement, including the payment of such fees and charges as is authorized by the Water Tariff and the Wastewater Tariff.

Such connection shall at all times be in accordance with rules, regulations and orders of the applicable governmental authorities. The Utility Company agrees that once it provides Utility Service to the Property, that thereafter, the Utility Company will continuously provide Utility Services, in accordance with the rules and regulations and rate schedules set forth in the Water Tariff and Wastewater Tariff, as they exist from time to time. A summary of the current rates and charges is set forth in ***Exhibit "A"***.

4. Contributions in Aid of Construction. In addition to the charges set forth in ***Exhibit "A"***, the Owner agrees to pay to the Utility Company Contributions-in-aid-of-Construction in the form of a Main Extension Charge as authorized by the Water Tariff and Wastewater Tariff at the rates set forth below.

<u>Main Extension Charge</u>	<u>Charge Per Gallon/Day Demand</u>
Water	\$ 13.01
Wastewater	\$ 27.17

The initial Main Extension Charge will be calculated in accordance with the Project Engineer's Certification of Anticipated Project Utilization, which is to be completed by the Project Engineer and attached to this Agreement as on ***Exhibit "B"***. The Main Extension Charge is due and payable within ten (10) days from the date of approval by the Utility Company to the Owner. All applicable fees shall be made payable to Central Sumter Utility Company, L.L.C. and remitted to 1020 Lake Sumter Landing, The Villages, FL 32162. FAILURE TO PAY THE APPLICABLE CHARGES WITHIN SUCH TIME FRAME SHALL TERMINATE ALL RIGHTS OF THE OWNER TO RECEIVE UTILITY SERVICES.

If the Utility Company determines that the average utilization per day during any billing period exceeds the Anticipated Project Utilization evidenced in ***Exhibit "B"***, then the Utility Company shall be entitled to invoice and collect from the Owner, the difference between

the actual average per day utilization for such billing period, and the Anticipated Project Utilization set forth on *Exhibit "B"*. However, in no case shall the Owner be entitled to a refund if the Anticipated Project Utilization in *Exhibit "B"* exceeds the actual average daily utilization of any billing period due to Owner's action or inaction, governmental rules, regulations or restrictions, or an event described in Section 8. Failure of the Utility Company to collect additional Main Extension Charge for any period shall not prevent the Utility Company from collecting such appropriate Main Extension Charge at any future time for the period of over-utilization.

5. Utility Company's Exclusive Right To Utility Facilities. Owner agrees with Utility Company that all water and wastewater facilities accepted by Utility Company in connection with providing Utility Services to the Property, shall at all times remain in the sole, complete and exclusive ownership of Utility Company, its successors and assigns, and any person or entity owning any part of the Property, shall not have any right, title, claim or interest in and to such facilities or any part of them, for any purpose, including the furnishing of water and wastewater services to other persons or entities located within or beyond the limits of the Property. Utility Company shall promptly provide all maintenance for the Utility System.

6. Exclusive Right to Provide Service. Owner, as a further and essential consideration of this Agreement, agrees that Owner, or the successors and assigns of Owner, shall not (the words "shall not" being used in a mandatory definition) engage in the business or businesses of providing Utility Services to the Property during the period of time Utility Company, its successors or assigns, provide Utility Services to the Property, it being the intention of the parties hereto that under the foregoing provision and also other provisions of this Agreement, Utility Company shall have the sole and exclusive right and privilege to provide Utility Services to the Property.

7. Notice. Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, by mail or by telegram to the addresses set forth above.

8. Force Majeure. In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either party, including but not limited to Act of God or of the public enemy, war, national emergency, allocation or of other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, sinkhole or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping transmission or other facilities, governmental rules or acts or orders or restrictions or regulations or requirements, acts or action of any government or public or governmental authority or commission or board or agency or agent or official or officer, the enactment of any statute or ordinance or resolution or regulation or rule or ruling or order, order or decree or judgment or restraining order or injunction of any court, said party shall not be liable for such non-performance.

9. Indemnification. Owner agrees to indemnify and hold Utility Company harmless

from and against any and all liabilities, claims, damages, costs and expenses (including reasonable attorney fees) to which Utility Company may become subject by reason of or arising out of Owner's performance of this Agreement. This indemnification provision shall survive the actual connection to Utility Company's Utility Service systems.

Utility Company agrees to indemnify and hold Owner harmless from and against any and all liabilities, claims, damages, costs and expenses (including reasonable attorney fees) to which Owner may become subject by reason of or arising out of Utility Company's performance of this Agreement. This indemnification provision shall survive the actual connection to the Owner's Distribution System.

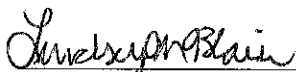
10. The Laws of the State of Florida. This Agreement shall be governed by the laws of the State of Florida and it shall be and become effective immediately upon execution by both parties hereto, subject to any approvals which must be obtained from governmental authority.

13. Binding Effect. This Agreement shall bind the parties, together with their respective successors, grantees, heirs and assigns.

**IN WITNESS WHEREOF**, Owner and Utility Company have executed or caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

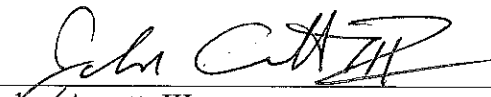
**"OWNER":**

CITIZENS FIRST BANK

By:   
Name: Lindsey Blaise  
Title: President & CEO

**"UTILITY COMPANY":**

CENTRAL SUMTER UTILITY COMPANY, L.L.C.

By:   
Name: John Arnett, III  
Title: Authorized Agent



**“EXHIBIT A”**

**CENTRAL SUMTER UTILITY COMPANY  
GENERAL SERVICE MONTHLY RATE SCHEDULE  
(ALL SERVICE EXCEPT SINGLE FAMILY RESIDENTIAL)**

**WATER**

Base Facility	
<u>Meter Size</u>	<u>(Minimum Monthly Charge)</u>
5/8" x 3/4"	\$ 8.84
3/4" x 3/4"	\$ 13.27
1"	\$ 22.10
1-1/2"	\$ 44.21
2"	\$ 70.73
3"	\$ 141.47
4"	\$ 221.03
6"	\$ 442.08
8"	\$ 707.32
10"	\$1,016.77
Gallage Charge	\$2.09 / per 1,000 gallons

**SEWER**

Base Facility	
<u>Water Meter Size</u>	<u>(Minimum Monthly Charge)</u>
5/8" x 3/4"	\$ 15.72
3/4" x 3/4"	\$ 23.57
1"	\$ 39.28
1-1/2"	\$ 125.71
2"	\$ 251.43
3"	\$ 392.86
4"	\$ 785.68
6"	\$1,257.10
8"	\$1,807.10
Gallage Charge	\$5.89 / per 1,000 gallons

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** Brownwood Professional Plaza - Citizens First Bank Building  
**911 ADDRESS:** \_\_\_\_\_  
**OWNER:** \_\_\_\_\_  
**TYPE OF PROJECT:** Commercial Office

**POTABLE WATER****MAIN EXTENSION  
CHARGE**

<u>45,600</u>	<u>s.f.</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$13.01/gpd =</u>	<u>\$59,325.60</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
<u>      </u>	<u>      </u>	<u>X</u>	<u>      </u>	<u>gpd* X \$13.01/gpd =</u>	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: \_\_\_\_\_

**POTABLE WATER SUBTOTAL**\$59,325.60**WASTEWATER**

<u>45,600</u>	<u>s.f.</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$27.17/gpd =</u>	<u>\$123,895.20</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
<u>      </u>	<u>      </u>	<u>X</u>	<u>      </u>	<u>gpd* X \$27.17/gpd =</u>	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: \_\_\_\_\_

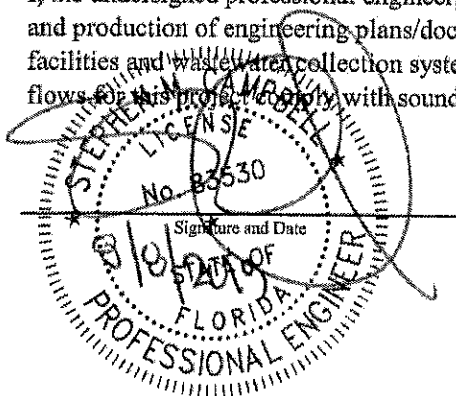
**WASTEWATER SUBTOTAL**\$123,895.20**METER INSTALLATION FEE**

1-1/2" Commercial \$842.00  
 Meter quantity and meter size

**1-6" Fire Line off Irrigation Main****TOTAL** \$184,062.80**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

STEPHEN M. CAMPBELL, P.E. 83530

\_\_\_\_\_  
Name and Title (please print or type)

*SCHEDULE 11 TO EXHIBIT B*

*See Attached.*

**CENTRAL SUMTER UTILITY COMPANY, L.L.C.**  
**AGREEMENT FOR WATER AND SEWER**  
**UTILITY SERVICE**

PROJECT NAME: Brownwood Professional Plaza - Office Building 2

911 ADDRESS: 6503 Powell Road

PROJECT DESCRIPTION: Provide Potable Water and Wastewater

PROJECT OWNER: Citizens First Bank

CIAC FUNDED BY: Citizens First Bank

UTILITY BILLS TO: Citizens First Bank

**THIS AGREEMENT** is entered into this 19<sup>th</sup> day of August, 2019, between **CITIZENS FIRST BANK** whose address is 1050 Lake Sumter Landing, The Villages, FL 32162 ("Owner"), and **CENTRAL SUMTER UTILITY COMPANY, L.L.C.**, a Florida limited liability company, whose address is 3619 Kiessel Road, The Villages, Florida 32163 (the "Utility Company").

**RECITALS**

1. Owner owns or controls lands located in Sumter County, Florida, (the "Property"), and the Owner has developed or intends to develop the Property by constructing, or having constructed, the Project described above.
2. Owner desires that the Utility Company provide water service, and central wastewater collection and treatment services (collectively the "Utility Services") for the Property.
3. The Utility Company is authorized by the Florida Public Service Commission pursuant to WATER TARIFF (the "Water Tariff"), and by WASTEWATER TARIFF, (the "Wastewater Tariff") issued under Order No #PSC-11-0113-PAA-WS.
4. The Utility Company is willing to provide Utility Services to the Property in accordance with the conditions and provisions of this Agreement.
5. At this time the parties wish to set forth their agreement as stated below.

NOW, THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, Owner and Utility Company hereby covenant and agree as follows:

1. The Recitals set forth above are true and correct.
2. Definitions. Terms not defined herein shall be as defined in the Water Tariff and

Wastewater Tariff.

3. Agreement to Serve. Utility Company covenants and agrees that it will connect or oversee the connection of the potable water distribution and wastewater collection facilities installed by Owner to the central facilities of Utility Company in accordance with the terms and intent of this Agreement upon:

- a. Upon the completion of construction of the on-site and off-site potable water and central wastewater facilities by Owner,
- b. the inspection and approval of such potable water and central wastewater facilities by Utility Company,
- c. the issuance of the final letter of acceptance by Utility Company where applicable, and
- d. the compliance by the Owner with all of the other terms of this Agreement, including the payment of such fees and charges as is authorized by the Water Tariff and the Wastewater Tariff.

Such connection shall at all times be in accordance with rules, regulations and orders of the applicable governmental authorities. The Utility Company agrees that once it provides Utility Service to the Property, that thereafter, the Utility Company will continuously provide Utility Services, in accordance with the rules and regulations and rate schedules set forth in the Water Tariff and Wastewater Tariff, as they exist from time to time. A summary of the current rates and charges is set forth in *Exhibit "A"*.

4. Contributions in Aid of Construction. In addition to the charges set forth in *Exhibit "A"*, the Owner agrees to pay to the Utility Company Contributions-in-aid-of-Construction in the form of a Main Extension Charge as authorized by the Water Tariff and Wastewater Tariff at the rates set forth below.

<u>Main Extension Charge</u>	<u>Charge Per Gallon/Day Demand</u>
Water	\$ 13.01
Wastewater	\$ 27.17

The initial Main Extension Charge will be calculated in accordance with the Project Engineer's Certification of Anticipated Project Utilization, which is to be completed by the Project Engineer and attached to this Agreement as on *Exhibit "B"*. The Main Extension Charge is due and payable within ten (10) days from the date of approval by the Utility Company to the Owner. All applicable fees shall be made payable to Central Sumter Utility Company, L.L.C. and remitted to 1020 Lake Sumter Landing, The Villages, FL 32162. FAILURE TO PAY THE APPLICABLE CHARGES WITHIN SUCH TIME FRAME SHALL TERMINATE ALL RIGHTS OF THE OWNER TO RECEIVE UTILITY SERVICES.

If the Utility Company determines that the average utilization per day during any billing period exceeds the Anticipated Project Utilization evidenced in *Exhibit "B"*, then the Utility Company shall be entitled to invoice and collect from the Owner, the difference between

the actual average per day utilization for such billing period, and the Anticipated Project Utilization set forth on *Exhibit "B"*. However, in no case shall the Owner be entitled to a refund if the Anticipated Project Utilization in *Exhibit "B"* exceeds the actual average daily utilization of any billing period due to Owner's action or inaction, governmental rules, regulations or restrictions, or an event described in Section 8. Failure of the Utility Company to collect additional Main Extension Charge for any period shall not prevent the Utility Company from collecting such appropriate Main Extension Charge at any future time for the period of over-utilization.

5. Utility Company's Exclusive Right To Utility Facilities. Owner agrees with Utility Company that all water and wastewater facilities accepted by Utility Company in connection with providing Utility Services to the Property, shall at all times remain in the sole, complete and exclusive ownership of Utility Company, its successors and assigns, and any person or entity owning any part of the Property, shall not have any right, title, claim or interest in and to such facilities or any part of them, for any purpose, including the furnishing of water and wastewater services to other persons or entities located within or beyond the limits of the Property. Utility Company shall promptly provide all maintenance for the Utility System.

6. Exclusive Right to Provide Service. Owner, as a further and essential consideration of this Agreement, agrees that Owner, or the successors and assigns of Owner, shall not (the words "shall not" being used in a mandatory definition) engage in the business or businesses of providing Utility Services to the Property during the period of time Utility Company, its successors or assigns, provide Utility Services to the Property, it being the intention of the parties hereto that under the foregoing provision and also other provisions of this Agreement, Utility Company shall have the sole and exclusive right and privilege to provide Utility Services to the Property.

7. Notice. Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, by mail or by telegram to the addresses set forth above.

8. Force Majeure. In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either party, including but not limited to Act of God or of the public enemy, war, national emergency, allocation or of other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, sinkhole or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping transmission or other facilities, governmental rules or acts or orders or restrictions or regulations or requirements, acts or action of any government or public or governmental authority or commission or board or agency or agent or official or officer, the enactment of any statute or ordinance or resolution or regulation or rule or ruling or order, order or decree or judgment or restraining order or injunction of any court, said party shall not be liable for such non-performance.

9. Indemnification. Owner agrees to indemnify and hold Utility Company harmless

from and against any and all liabilities, claims, damages, costs and expenses (including reasonable attorney fees) to which Utility Company may become subject by reason of or arising out of Owner's performance of this Agreement. This indemnification provision shall survive the actual connection to Utility Company's Utility Service systems.

Utility Company agrees to indemnify and hold Owner harmless from and against any and all liabilities, claims, damages, costs and expenses (including reasonable attorney fees) to which Owner may become subject by reason of or arising out of Utility Company's performance of this Agreement. This indemnification provision shall survive the actual connection to the Owner's Distribution System.

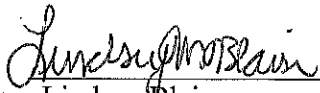
10. The Laws of the State of Florida. This Agreement shall be governed by the laws of the State of Florida and it shall be and become effective immediately upon execution by both parties hereto, subject to any approvals which must be obtained from governmental authority.

13. Binding Effect. This Agreement shall bind the parties, together with their respective successors, grantees, heirs and assigns.

**IN WITNESS WHEREOF,** Owner and Utility Company have executed or caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.


**"OWNER":**

CITIZENS FIRST BANK

By:   
Name: Lindsey Blaise  
Title: President & CEO

**"UTILITY COMPANY":**

CENTRAL SUMTER UTILITY COMPANY, L.L.C.

By:   
Name: John Arnett, III  
Title: Authorized Agent

**“EXHIBIT A”**

**CENTRAL SUMTER UTILITY COMPANY  
GENERAL SERVICE MONTHLY RATE SCHEDULE  
(ALL SERVICE EXCEPT SINGLE FAMILY RESIDENTIAL)**

**WATER**

Base Facility	
<u>Meter Size</u>	<u>(Minimum Monthly Charge)</u>
5/8" x 3/4"	\$ 8.84
3/4" x 3/4"	\$ 13.27
1"	\$ 22.10
1-1/2"	\$ 44.21
2"	\$ 70.73
3"	\$ 141.47
4"	\$ 221.03
6"	\$ 442.08
8"	\$ 707.32
10"	\$1,016.77
Gallonage Charge	\$2.09 / per 1,000 gallons

**SEWER**

Base Facility	
<u>Water Meter Size</u>	<u>(Minimum Monthly Charge)</u>
5/8" x 3/4"	\$ 15.72
3/4" x 3/4"	\$ 23.57
1"	\$ 39.28
1-1/2"	\$ 125.71
2"	\$ 251.43
3"	\$ 392.86
4"	\$ 785.68
6"	\$1,257.10
8"	\$1,807.10
Gallonage Charge	\$5.89 / per 1,000 gallons



**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** Brownwood Professional Plaza - Office Building 2  
**911 ADDRESS:** \_\_\_\_\_  
**OWNER:** \_\_\_\_\_  
**TYPE OF PROJECT:** Commercial Office

**POTABLE WATER**

**MAIN EXTENSION  
CHARGE**

<u>25,200</u>	<u>s.f.</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$13.01/gpd =</u>	<u>\$32,785.20</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
		<u>X</u>		<u>gpd* X \$13.01/gpd =</u>	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: \_\_\_\_\_

**POTABLE WATER SUBTOTAL** \$32,785.20

**WASTEWATER**

<u>25,200</u>	<u>s.f.</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$27.17/gpd =</u>	<u>\$68,468.40</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
		<u>X</u>		<u>gpd* X \$27.17/gpd =</u>	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** \$68,468.40

**METER INSTALLATION FEE**

1-1/2" Commercial \$842.00  
Meter quantity and meter size

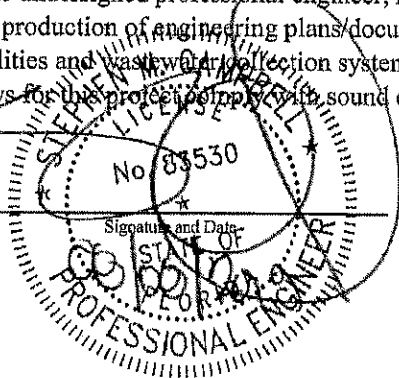
**1-6" Fire Line off Irrigation Main**

**TOTAL** \$102,095.60

*OK Campbell*

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.



**STEPHEN M. CAMPBELL, P.E. 83530**

Name and Title (please print or type)

*SCHEDULE 12 TO EXHIBIT B*

*See Attached.*

**CENTRAL SUMTER UTILITY COMPANY, L.L.C.  
AGREEMENT FOR WATER AND SEWER  
UTILITY SERVICE**

PROJECT NAME: Brownwood - Brownwood Train Station Building

911 ADDRESS: 2795 Brownwood Boulevard

PROJECT DESCRIPTION: Provide Potable Water and Wastewater

PROJECT OWNER: The Villages Operating Company

CIAC FUNDED BY: The Villages Operating Company

UTILITY BILLS TO: Varies by Space - Refer to Exhibits

**THIS AGREEMENT** is entered into this 15<sup>th</sup> day of July, <sup>2019</sup>~~2018~~, between **THE VILLAGES OPERATING COMPANY** whose address is 3619 Kiessel Road, The Villages, FL 32163 ("Owner"), and **CENTRAL SUMTER UTILITY COMPANY, L.L.C.**, a Florida limited liability company, whose address is 3619 Kiessel Road, The Villages, Florida 32163 (the "Utility Company").

**RECITALS**

1. Owner owns or controls lands located in Sumter County, Florida, (the "Property"), and the Owner has developed or intends to develop the Property by constructing, or having constructed, the Project described above.

2. Owner desires that the Utility Company provide water service, and central wastewater collection and treatment services (collectively the "Utility Services") for the Property.

3. The Utility Company is authorized by the Florida Public Service Commission pursuant to WATER TARIFF (the "Water Tariff"), and by WASTEWATER TARIFF, (the "Wastewater Tariff") issued under Order No #PSC-11-0113-PAA-WS.

4. The Utility Company is willing to provide Utility Services to the Property in accordance with the conditions and provisions of this Agreement.

5. At this time the parties wish to set forth their agreement as stated below.

NOW, THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, Owner and Utility Company hereby covenant and agree as follows:

1. The Recitals set forth above are true and correct.
2. Definitions. Terms not defined herein shall be as defined in the Water Tariff and

## Wastewater Tariff.

3. Agreement to Serve. Utility Company covenants and agrees that it will connect or oversee the connection of the potable water distribution and wastewater collection facilities installed by Owner to the central facilities of Utility Company in accordance with the terms and intent of this Agreement upon:

- a. Upon the completion of construction of the on-site and off-site potable water and central wastewater facilities by Owner,
- b. the inspection and approval of such potable water and central wastewater facilities by Utility Company,
- c. the issuance of the final letter of acceptance by Utility Company where applicable, and
- d. the compliance by the Owner with all of the other terms of this Agreement, including the payment of such fees and charges as is authorized by the Water Tariff and the Wastewater Tariff.

Such connection shall at all times be in accordance with rules, regulations and orders of the applicable governmental authorities. The Utility Company agrees that once it provides Utility Service to the Property, that thereafter, the Utility Company will continuously provide Utility Services, in accordance with the rules and regulations and rate schedules set forth in the Water Tariff and Wastewater Tariff, as they exist from time to time. A summary of the current rates and charges is set forth in *Exhibit "A"*.

4. Contributions in Aid of Construction. In addition to the charges set forth in *Exhibit "A"*, the Owner agrees to pay to the Utility Company Contributions-in-aid-of-Construction in the form of a Main Extension Charge as authorized by the Water Tariff and Wastewater Tariff at the rates set forth below.

<u>Main Extension Charge</u>	<u>Charge Per Gallon/Day Demand</u>
Water	\$ 13.01
Wastewater	\$ 27.17

The initial Main Extension Charge will be calculated in accordance with the Project Engineer's Certification of Anticipated Project Utilization, which is to be completed by the Project Engineer and attached to this Agreement as on *Exhibit "B"*. The Main Extension Charge is due and payable within ten (10) days from the date of approval by the Utility Company to the Owner. All applicable fees shall be made payable to Central Sumter Utility Company, L.L.C. and remitted to 1020 Lake Sumter Landing, The Villages, FL 32162. FAILURE TO PAY THE APPLICABLE CHARGES WITHIN SUCH TIME FRAME SHALL TERMINATE ALL RIGHTS OF THE OWNER TO RECEIVE UTILITY SERVICES.

If the Utility Company determines that the average utilization per day during any billing period exceeds the Anticipated Project Utilization evidenced in *Exhibit "B"*, then the Utility Company shall be entitled to invoice and collect from the Owner, the difference between

the actual average per day utilization for such billing period, and the Anticipated Project Utilization set forth on ***Exhibit "B"***. However, in no case shall the Owner be entitled to a refund if the Anticipated Project Utilization in ***Exhibit "B"*** exceeds the actual average daily utilization of any billing period due to Owner's action or inaction, governmental rules, regulations or restrictions, or an event described in Section 8. Failure of the Utility Company to collect additional Main Extension Charge for any period shall not prevent the Utility Company from collecting such appropriate Main Extension Charge at any future time for the period of over-utilization.

5. Utility Company's Exclusive Right To Utility Facilities. Owner agrees with Utility Company that all water and wastewater facilities accepted by Utility Company in connection with providing Utility Services to the Property, shall at all times remain in the sole, complete and exclusive ownership of Utility Company, its successors and assigns, and any person or entity owning any part of the Property, shall not have any right, title, claim or interest in and to such facilities or any part of them, for any purpose, including the furnishing of water and wastewater services to other persons or entities located within or beyond the limits of the Property. Utility Company shall promptly provide all maintenance for the Utility System.

6. Exclusive Right to Provide Service. Owner, as a further and essential consideration of this Agreement, agrees that Owner, or the successors and assigns of Owner, shall not (the words "shall not" being used in a mandatory definition) engage in the business or businesses of providing Utility Services to the Property during the period of time Utility Company, its successors or assigns, provide Utility Services to the Property, it being the intention of the parties hereto that under the foregoing provision and also other provisions of this Agreement, Utility Company shall have the sole and exclusive right and privilege to provide Utility Services to the Property.

7. Notice. Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, by mail or by telegram to the addresses set forth above.

8. Force Majeure. In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either party, including but not limited to Act of God or of the public enemy, war, national emergency, allocation or of other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, sinkhole or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping transmission or other facilities, governmental rules or acts or orders or restrictions or regulations or requirements, acts or action of any government or public or governmental authority or commission or board or agency or agent or official or officer, the enactment of any statute or ordinance or resolution or regulation or rule or ruling or order, order or decree or judgment or restraining order or injunction of any court, said party shall not be liable for such non-performance.

9. Indemnification. Owner agrees to indemnify and hold Utility Company harmless

from and against any and all liabilities, claims, damages, costs and expenses (including reasonable attorney fees) to which Utility Company may become subject by reason of or arising out of Owner's performance of this Agreement. This indemnification provision shall survive the actual connection to Utility Company's Utility Service systems.

Utility Company agrees to indemnify and hold Owner harmless from and against any and all liabilities, claims, damages, costs and expenses (including reasonable attorney fees) to which Owner may become subject by reason of or arising out of Utility Company's performance of this Agreement. This indemnification provision shall survive the actual connection to the Owner's Distribution System.

10. The Laws of the State of Florida. This Agreement shall be governed by the laws of the State of Florida and it shall be and become effective immediately upon execution by both parties hereto, subject to any approvals which must be obtained from governmental authority.

13. Binding Effect. This Agreement shall bind the parties, together with their respective successors, grantees, heirs and assigns.

**IN WITNESS WHEREOF,** Owner and Utility Company have executed or caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

**"OWNER":**

THE VILLAGES OPERATING COMPANY

By: 

Name: Martin L. Dzuro

Title: Vice President

**"UTILITY COMPANY":**

CENTRAL SUMTER UTILITY COMPANY, L.L.C.

By: 

Name: John Arnett, III

Title: Authorized Agent

**“EXHIBIT A”**

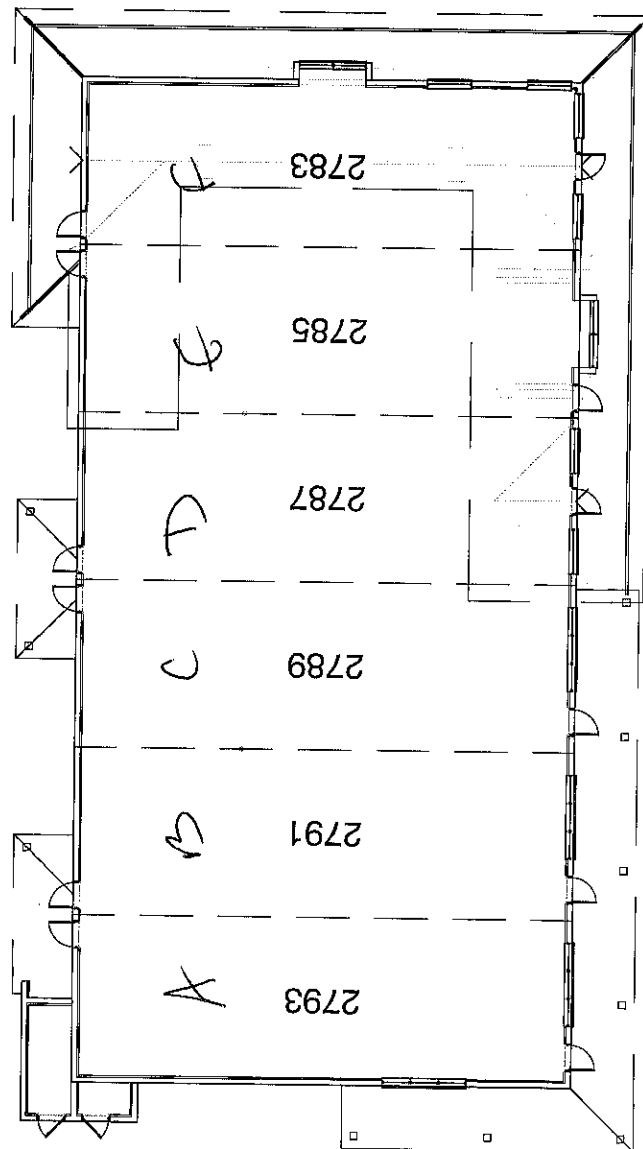
**CENTRAL SUMTER UTILITY COMPANY  
GENERAL SERVICE MONTHLY RATE SCHEDULE  
(ALL SERVICE EXCEPT SINGLE FAMILY RESIDENTIAL)**

**WATER**

Base Facility	
<u>Meter Size</u>	<u>(Minimum Monthly Charge)</u>
5/8" x 3/4"	\$ 8.84
3/4" x 3/4"	\$ 13.27
1"	\$ 22.10
1-1/2"	\$ 44.21
2"	\$ 70.73
3"	\$ 141.47
4"	\$ 221.03
6"	\$ 442.08
8"	\$ 707.32
10"	\$1,016.77
Gallonge Charge	\$2.09 / per 1,000 gallons

**SEWER**

Base Facility	
<u>Water Meter Size</u>	<u>(Minimum Monthly Charge)</u>
5/8" x 3/4"	\$ 15.72
3/4" x 3/4"	\$ 23.57
1"	\$ 39.28
1-1/2"	\$ 125.71
2"	\$ 251.43
3"	\$ 392.86
4"	\$ 785.68
6"	\$1,257.10
8"	\$1,807.10
Gallonge Charge	\$5.89 / per 1,000 gallons



BROWNWOOD BOULEVARD

The Villages®

© Holding Company of The Villages, Inc., All Rights Reserved

**BROWNWOOD  
TRAIN STATION**  
THE VILLAGES, FL 32163  
911 NUMBERING MAP  
FEBRUARY 27, 2019

HOUSE METER  
2795 BROWNWOOD BOULEVARD

[illegible]



C650-30,000

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** BROWNWOOD TRAIN STATION BUILDING - HOUSE METER  
**911 ADDRESS:** \_\_\_\_\_  
**OWNER:** \_\_\_\_\_  
**TYPE OF PROJECT:** \_\_\_\_\_

**POTABLE WATER****MAIN EXTENSION  
CHARGE**

<u>1</u>	<u>EACH</u>	<u>X</u>	<u>50</u>	gpd* X \$13.01/gpd =	<u>\$650.50</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
		<u>X</u>		gpd* X \$13.01/gpd =	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: HISTORICAL

**POTABLE WATER SUBTOTAL**\$650.50**WASTEWATER**

<u>0</u>		<u>X</u>		gpd* X \$27.17/gpd =	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
		<u>X</u>		gpd* X \$27.17/gpd =	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL**\$0.00**METER INSTALLATION FEE**

<u>(1) 6" FIRE LINE</u>	<u>\$0.00</u>
<u>1" METER</u>	<u>\$300.00</u>
Meter quantity and meter size	

**TOTAL** \$950.50

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

Stephen M. Campbell, P.E.

Name and Title (please print or type)

C65 0-30,000

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** BROWNWOOD TRAIN STATION BUILDING - RETAIL "A"

**911 ADDRESS:** \_\_\_\_\_

**OWNER:** \_\_\_\_\_

**TYPE OF PROJECT:** \_\_\_\_\_

**POTABLE WATER**

**MAIN EXTENSION CHARGE**

<u>1200</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$13.01/gpd =</u>	<u>\$1,561.20</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
		<u>X</u>		<u>gpd* X \$13.01/gpd =</u>	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: RETAIL = 0.1 GPD / SF

**POTABLE WATER SUBTOTAL** \$1,561.20

**WASTEWATER**

<u>1200</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$27.17/gpd =</u>	<u>\$3,260.40</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
		<u>X</u>		<u>gpd* X \$27.17/gpd =</u>	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** \$3,260.40

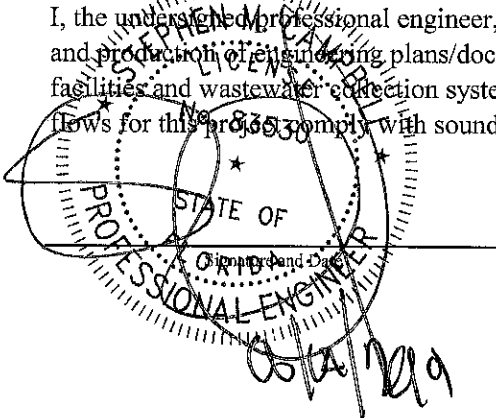
**METER INSTALLATION FEE**

**METER PAID SEPARATELY** \$0.00  
Meter quantity and meter size

**TOTAL** \$4,821.60

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.



\_\_\_\_\_  
 Stephen M. Campbell, P.E.  
Name and Title (please print or type)

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** BROWNWOOD TRAIN STATION BUILDING - RETAIL "B"  
**911 ADDRESS:** \_\_\_\_\_  
**OWNER:** \_\_\_\_\_  
**TYPE OF PROJECT:** \_\_\_\_\_

**POTABLE WATER**

**MAIN EXTENSION**  
**CHARGE**

<u>1200</u> Quantity	<u>SF</u> Seats, Employees, S.F., etc.	X	<u>0.1</u> Flow per Seat, Employee, S.F., etc.	<u>gpd* X \$13.01/gpd =</u>	<u>\$1,561.20</u>
<u>          </u> Quantity	<u>          </u> Seats, Employees, S.F., etc.	X	<u>          </u> Flow per Seat, Employee, S.F., etc.	<u>gpd* X \$13.01/gpd =</u>	<u>\$0.00</u>

\* Source: RETAIL = 0.1 GPD / SF

**POTABLE WATER SUBTOTAL** \$1,561.20

**WASTEWATER**

<u>1200</u> Quantity	<u>SF</u> Seats, Employees, S.F., etc.	X	<u>0.1</u> Flow per Seat, Employee, S.F., etc.	<u>gpd* X \$27.17/gpd =</u>	<u>\$3,260.40</u>
<u>          </u> Quantity	<u>          </u> Seats, Employees, S.F., etc.	X	<u>          </u> Flow per Seat, Employee, S.F., etc.	<u>gpd* X \$27.17/gpd =</u>	<u>\$0.00</u>

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** \$3,260.40

**METER INSTALLATION FEE**

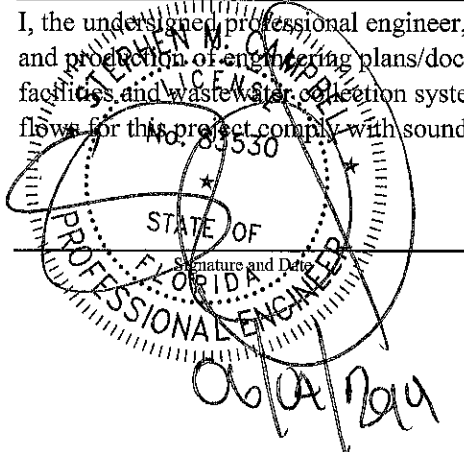
**METER PAID SEPARATELY** \$0.00  
Meter quantity and meter size

**TOTAL** \$4,821.60

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

\_\_\_\_\_  
Stephen M. Campbell, P.E.  
Name and Title (please print or type)



**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** BROWNWOOD TRAIN STATION BUILDING - RETAIL "C"  
**911 ADDRESS:** \_\_\_\_\_  
**OWNER:** \_\_\_\_\_  
**TYPE OF PROJECT:** \_\_\_\_\_

<u>POTABLE WATER</u>				<u>MAIN EXTENSION CHARGE</u>
<u>1200</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$13.01/gpd = \$1,561.20</u>
<small>Quantity</small>	<small>Seats, Employees, S.F., etc.</small>		<small>Flow per Seat, Employee, S.F., etc.</small>	
		<u>X</u>		<u>gpd* X \$13.01/gpd = \$0.00</u>
<small>Quantity</small>	<small>Seats, Employees, S.F., etc.</small>		<small>Flow per Seat, Employee, S.F., etc.</small>	

\* Source: RETAIL = 0.1 GPD / SF

**POTABLE WATER SUBTOTAL** \$1,561.20

<u>WASTEWATER</u>				
<u>1200</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$27.17/gpd = \$3,260.40</u>
<small>Quantity</small>	<small>Seats, Employees, S.F., etc.</small>		<small>Flow per Seat, Employee, S.F., etc.</small>	
		<u>X</u>		<u>gpd* X \$27.17/gpd = \$0.00</u>
<small>Quantity</small>	<small>Seats, Employees, S.F., etc.</small>		<small>Flow per Seat, Employee, S.F., etc.</small>	

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** \$3,260.40

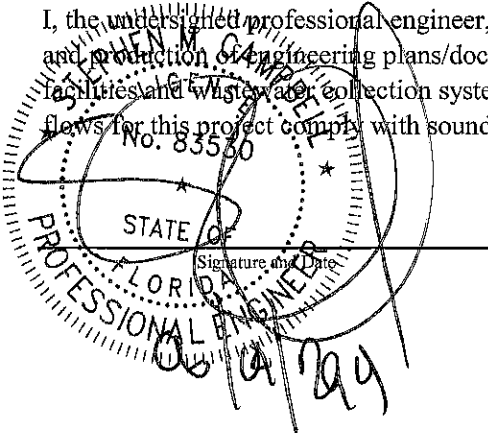
**METER INSTALLATION FEE**

**METER PAID SEPARATELY** \$0.00  
Meter quantity and meter size

**TOTAL** \$4,821.60

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.



Stephen M. Campbell, P.E.  
Name and Title (please print or type)

CBS 0 = 30,000

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** BROWNWOOD TRAIN STATION BUILDING - RETAIL "D"  
**911 ADDRESS:** \_\_\_\_\_  
**OWNER:** \_\_\_\_\_  
**TYPE OF PROJECT:** \_\_\_\_\_

<u>POTABLE WATER</u>				<u>MAIN EXTENSION</u> <u>CHARGE</u>
1200	SF	X	0.1	gpd* X \$13.01/gpd =
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	\$1,561.20
		X		gpd* X \$13.01/gpd =
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	\$0.00

\* Source: RETAIL = 0.1 GPD / SF

**POTABLE WATER SUBTOTAL** \$1,561.20

<u>WASTEWATER</u>			
1200	SF	X	0.1
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.
		X	
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** \$3,260.40

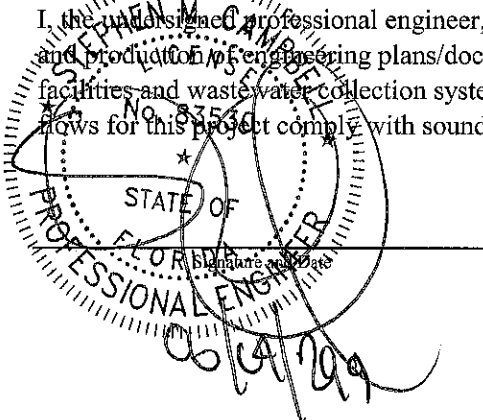
**METER INSTALLATION FEE**

**METER PAID SEPARATELY** \$0.00  
Meter quantity and meter size

**TOTAL** \$4,821.60

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

  
\_\_\_\_\_  
Signature and Date

Stephen M. Campbell, P.E.  
\_\_\_\_\_  
Name and Title (please print or type)

OK 2 att

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** BROWNWOOD TRAIN STATION BUILDING - RETAIL "E"  
**911 ADDRESS:** \_\_\_\_\_  
**OWNER:** \_\_\_\_\_  
**TYPE OF PROJECT:** \_\_\_\_\_

**POTABLE WATER****MAIN EXTENSION  
CHARGE**

<u>1219</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$13.01/gpd =</u>	<u>\$1,585.92</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
		<u>X</u>		<u>gpd* X \$13.01/gpd =</u>	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: RETAIL = 0.1 GPD / SF

**POTABLE WATER SUBTOTAL** \$1,585.92

**WASTEWATER**

<u>1219</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$27.17/gpd =</u>	<u>\$3,312.02</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
		<u>X</u>		<u>gpd* X \$27.17/gpd =</u>	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** \$3,312.02

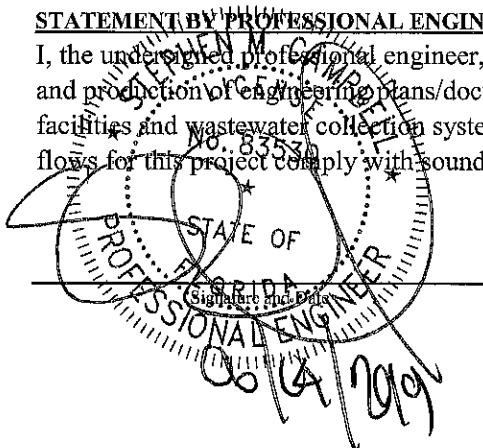
**METER INSTALLATION FEE**

**METER PAID SEPARATELY** \$0.00  
 Meter quantity and meter size

**TOTAL** \$4,897.94

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.



Stephen M. Campbell P.E.  
 Name and Title (please print or type)

CBS 0-30,000

EXHIBIT "B"  
CENTRAL SUMTER UTILITY COMPANY  
PROJECT ENGINEER'S CERTIFICATION OF  
ANTICIPATED PROJECT UTILIZATION

PROJECT NAME: BROWNWOOD TRAIN STATION BUILDING - RETAIL "F"  
911 ADDRESS: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
TYPE OF PROJECT: \_\_\_\_\_

POTABLE WATER MAIN EXTENSION CHARGE

<u>1219</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$13.01/gpd =</u>	<u>\$1,585.92</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
		<u>X</u>		<u>gpd* X \$13.01/gpd =</u>	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: RETAIL = 0.1 GPD / SF

**POTABLE WATER SUBTOTAL** \$1,585.92

WASTEWATER

<u>1219</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$27.17/gpd =</u>	<u>\$3,312.02</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
		<u>X</u>		<u>gpd* X \$27.17/gpd =</u>	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** \$3,312.02

METER INSTALLATION FEE

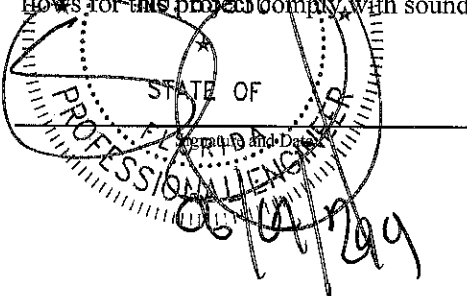
METER PAID SEPARATELY \$0.00  
Meter quantity and meter size

**TOTAL** \$4,897.94

*OK Zart*

STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.



Stephen M. Campbell P.E.  
Name and Title (please print or type)

*SCHEDULE 13 TO EXHIBIT B*

*See Attached.*



**CENTRAL SUMTER UTILITY COMPANY, L.L.C.  
AGREEMENT FOR WATER AND SEWER  
UTILITY SERVICE**

PROJECT NAME: Center for Advanced Healthcare at Brownwood

911 ADDRESS: 2955 Brownwood Boulevard

PROJECT DESCRIPTION: Provide Potable Water and Wastewater

PROJECT OWNER: The Villages CAHB, LLC

CIAC FUNDED BY: The Villages CAHB, LLC

UTILITY BILLS TO: The Villages CAHB, LLC

**THIS AGREEMENT** is entered into this 16th day of August, 2019, between **THE VILLAGES CAHB, LLC** whose address is 3619 Kiessel Road, The Villages, FL 32163 ("Owner"), and **CENTRAL SUMTER UTILITY COMPANY, L.L.C.**, a Florida limited liability company, whose address is 3619 Kiessel Road, The Villages, Florida 32163 (the "Utility Company").

**RECITALS**

1. Owner owns or controls lands located in Sumter County, Florida, (the "Property"), and the Owner has developed or intends to develop the Property by constructing, or having constructed, the Project described above.

2. Owner desires that the Utility Company provide water service, and central wastewater collection and treatment services (collectively the "Utility Services") for the Property.

3. The Utility Company is authorized by the Florida Public Service Commission pursuant to WATER TARIFF (the "Water Tariff"), and by WASTEWATER TARIFF, (the "Wastewater Tariff") issued under Order No #PSC-11-0113-PAA-WS.

4. The Utility Company is willing to provide Utility Services to the Property in accordance with the conditions and provisions of this Agreement.

5. At this time the parties wish to set forth their agreement as stated below.

NOW, THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, Owner and Utility Company hereby covenant and agree as follows:

1. The Recitals set forth above are true and correct.
2. Definitions. Terms not defined herein shall be as defined in the Water Tariff and

## Wastewater Tariff.

3. Agreement to Serve. Utility Company covenants and agrees that it will connect or oversee the connection of the potable water distribution and wastewater collection facilities installed by Owner to the central facilities of Utility Company in accordance with the terms and intent of this Agreement upon:

- a. Upon the completion of construction of the on-site and off-site potable water and central wastewater facilities by Owner,
- b. the inspection and approval of such potable water and central wastewater facilities by Utility Company,
- c. the issuance of the final letter of acceptance by Utility Company where applicable, and
- d. the compliance by the Owner with all of the other terms of this Agreement, including the payment of such fees and charges as is authorized by the Water Tariff and the Wastewater Tariff.

Such connection shall at all times be in accordance with rules, regulations and orders of the applicable governmental authorities. The Utility Company agrees that once it provides Utility Service to the Property, that thereafter, the Utility Company will continuously provide Utility Services, in accordance with the rules and regulations and rate schedules set forth in the Water Tariff and Wastewater Tariff, as they exist from time to time. A summary of the current rates and charges is set forth in *Exhibit "A"*.

4. Contributions in Aid of Construction. In addition to the charges set forth in *Exhibit "A"*, the Owner agrees to pay to the Utility Company Contributions-in-aid-of-Construction in the form of a Main Extension Charge as authorized by the Water Tariff and Wastewater Tariff at the rates set forth below.

<u>Main Extension Charge</u>	<u>Charge Per Gallon/Day Demand</u>
Water	\$ 13.01
Wastewater	\$ 27.17

The initial Main Extension Charge will be calculated in accordance with the Project Engineer's Certification of Anticipated Project Utilization, which is to be completed by the Project Engineer and attached to this Agreement as on *Exhibit "B"*. The Main Extension Charge is due and payable within ten (10) days from the date of approval by the Utility Company to the Owner. All applicable fees shall be made payable to Central Sumter Utility Company, L.L.C. and remitted to 1020 Lake Sumter Landing, The Villages, FL 32162. FAILURE TO PAY THE APPLICABLE CHARGES WITHIN SUCH TIME FRAME SHALL TERMINATE ALL RIGHTS OF THE OWNER TO RECEIVE UTILITY SERVICES.

If the Utility Company determines that the average utilization per day during any billing period exceeds the Anticipated Project Utilization evidenced in *Exhibit "B"*, then the Utility Company shall be entitled to invoice and collect from the Owner, the difference between

the actual average per day utilization for such billing period, and the Anticipated Project Utilization set forth on **Exhibit "B"**. However, in no case shall the Owner be entitled to a refund if the Anticipated Project Utilization in **Exhibit "B"** exceeds the actual average daily utilization of any billing period due to Owner's action or inaction, governmental rules, regulations or restrictions, or an event described in Section 8. Failure of the Utility Company to collect additional Main Extension Charge for any period shall not prevent the Utility Company from collecting such appropriate Main Extension Charge at any future time for the period of over-utilization.

5. Utility Company's Exclusive Right To Utility Facilities. Owner agrees with Utility Company that all water and wastewater facilities accepted by Utility Company in connection with providing Utility Services to the Property, shall at all times remain in the sole, complete and exclusive ownership of Utility Company, its successors and assigns, and any person or entity owning any part of the Property, shall not have any right, title, claim or interest in and to such facilities or any part of them, for any purpose, including the furnishing of water and wastewater services to other persons or entities located within or beyond the limits of the Property. Utility Company shall promptly provide all maintenance for the Utility System.

6. Exclusive Right to Provide Service. Owner, as a further and essential consideration of this Agreement, agrees that Owner, or the successors and assigns of Owner, shall not (the words "shall not" being used in a mandatory definition) engage in the business or businesses of providing Utility Services to the Property during the period of time Utility Company, its successors or assigns, provide Utility Services to the Property, it being the intention of the parties hereto that under the foregoing provision and also other provisions of this Agreement, Utility Company shall have the sole and exclusive right and privilege to provide Utility Services to the Property.

7. Notice. Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, by mail or by telegram to the addresses set forth above.

8. Force Majeure. In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either party, including but not limited to Act of God or of the public enemy, war, national emergency, allocation or of other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, sinkhole or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping transmission or other facilities, governmental rules or acts or orders or restrictions or regulations or requirements, acts or action of any government or public or governmental authority or commission or board or agency or agent or official or officer, the enactment of any statute or ordinance or resolution or regulation or rule or ruling or order, order or decree or judgment or restraining order or injunction of any court, said party shall not be liable for such non-performance.

9. Indemnification. Owner agrees to indemnify and hold Utility Company harmless

from and against any and all liabilities, claims, damages, costs and expenses (including reasonable attorney fees) to which Utility Company may become subject by reason of or arising out of Owner's performance of this Agreement. This indemnification provision shall survive the actual connection to Utility Company's Utility Service systems.

Utility Company agrees to indemnify and hold Owner harmless from and against any and all liabilities, claims, damages, costs and expenses (including reasonable attorney fees) to which Owner may become subject by reason of or arising out of Utility Company's performance of this Agreement. This indemnification provision shall survive the actual connection to the Owner's Distribution System.

10. The Laws of the State of Florida. This Agreement shall be governed by the laws of the State of Florida and it shall be and become effective immediately upon execution by both parties hereto, subject to any approvals which must be obtained from governmental authority.

13. Binding Effect. This Agreement shall bind the parties, together with their respective successors, grantees, heirs and assigns.

**IN WITNESS WHEREOF,** Owner and Utility Company have executed or caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

**"OWNER":**

THE VILLAGES CAHB, LLC,  
a Florida limited liability company

BY: The Villages Operating Company,  
a Florida corporation, its Manager

By:

Name: Martin E. Dzuro

Title: Vice President

**"UTILITY COMPANY":**

CENTRAL SUMTER UTILITY COMPANY, L.L.C.

By:

Name: John Arnett, III

Title: Authorized Agent

**"EXHIBIT A"**

**CENTRAL SUMTER UTILITY COMPANY  
GENERAL SERVICE MONTHLY RATE SCHEDULE  
(ALL SERVICE EXCEPT SINGLE FAMILY RESIDENTIAL)**

**WATER**

Base Facility	
<u>Meter Size</u>	<u>(Minimum Monthly Charge)</u>
5/8" x 3/4"	\$ 8.84
3/4" x 3/4"	\$ 13.27
1"	\$ 22.10
1-1/2"	\$ 44.21
2"	\$ 70.73
3"	\$ 141.47
4"	\$ 221.03
6"	\$ 442.08
8"	\$ 707.32
10"	\$1,016.77
 Gallonage Charge	 \$2.09 / per 1,000 gallons

**SEWER**

Base Facility	
<u>Water Meter Size</u>	<u>(Minimum Monthly Charge)</u>
5/8" x 3/4"	\$ 15.72
3/4" x 3/4"	\$ 23.57
1"	\$ 39.28
1-1/2"	\$ 125.71
2"	\$ 251.43
3"	\$ 392.86
4"	\$ 785.68
6"	\$1,257.10
8"	\$1,807.10
 Gallonage Charge	 \$5.89 / per 1,000 gallons

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** Center for Advanced Health Care at Brownwood  
**911 ADDRESS:** \_\_\_\_\_  
**OWNER:** \_\_\_\_\_  
**TYPE OF PROJECT:** Medical Building

**POTABLE WATER**

**MAIN EXTENSION**  
**CHARGE**

<u>176,630</u>	<u>sf</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$13.01/gpd =</u>	<u>\$229,795.63</u>
	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
<u>24,598</u>	<u>sf</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$13.01/gpd =</u>	<u>\$32,002.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: 24,598 s.f.=Xtend addition

**POTABLE WATER SUBTOTAL**

\$261,797.63

**WASTEWATER**

<u>176,630</u>	<u>sf</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$27.17/gpd =</u>	<u>\$479,903.71</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
<u>24,598</u>	<u>sf</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$27.17/gpd =</u>	<u>\$66,832.77</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: 24,598 s.f.=Xtend addition

**WASTEWATER SUBTOTAL**

\$546,736.48

**METER INSTALLATION FEE**

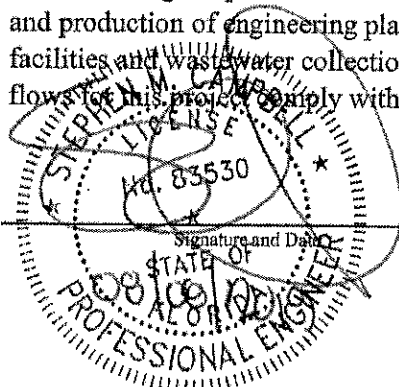
<u>3" Commercial</u>	<u>\$1,200.00</u>
Meter quantity and meter size	

**1-8" Fire Line off Irrigation Main**

**TOTAL** \$809,734.10

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.



STEPHEN M. CAMPBELL, P.E. 83530

Name and Title (please print or type)

*SCHEDULE 14 TO EXHIBIT B*

*See Attached.*

**CENTRAL SUMTER UTILITY COMPANY, L.L.C.  
AGREEMENT FOR WATER AND SEWER  
UTILITY SERVICE**

PROJECT NAME: Lake Deaton Plaza – Bldg 100

911 ADDRESS: Kristine Way

PROJECT DESCRIPTION: Provide Potable Water and Sanitary Sewer

PROJECT OWNER: Villages of Southeast Plazas, LLC

CIAC FUNDED BY: Villages of Southeast Plazas, LLC

UTILITY BILLS TO: Villages of Southeast Plazas, LLC

**THIS AGREEMENT** is entered into this 8th day of April, 2016, between **VILLAGES OF SOUTHEAST PLAZAS, LLC** whose address is 1020 Lake Sumter Landing, The Villages, Florida 32162 ("Owner"), and **CENTRAL SUMTER UTILITY COMPANY, L.L.C.**, a Florida limited liability company, whose address is 1020 Lake Sumter Landing, The Villages, Florida 32162 (the "Utility Company").

**RECITALS**

1. Owner owns or controls lands located in Sumter County, Florida, (the "Property"), and the Owner has developed or intends to develop the Property by constructing, or having constructed, the Project described above.

2. Owner desires that the Utility Company provide water service, and central wastewater collection and treatment services (collectively the "Utility Services") for the Property.

3. The Utility Company is authorized by the Florida Public Service Commission pursuant to WATER TARIFF (the "Water Tariff"), and by WASTEWATER TARIFF, (the "Wastewater Tariff") issued under Order No #PSC-11-0113-PAA-WS.

4. The Utility Company is willing to provide Utility Services to the Property in accordance with the conditions and provisions of this Agreement.

5. At this time the parties wish to set forth their agreement as stated below.

NOW, THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, Owner and Utility Company hereby covenant and agree as follows:

1. The Recitals set forth above are true and correct.



2. Definitions. Terms not defined herein shall be as defined in the Water Tariff and Wastewater Tariff.

3. Agreement to Serve. Utility Company covenants and agrees that it will connect or oversee the connection of the potable water distribution and wastewater collection facilities installed by Owner to the central facilities of Utility Company in accordance with the terms and intent of this Agreement upon:

- a. Upon the completion of construction of the on-site and off-site potable water and central wastewater facilities by Owner,
- b. the inspection and approval of such potable water and central wastewater facilities by Utility Company,
- c. the issuance of the final letter of acceptance by Utility Company where applicable, and
- d. the compliance by the Owner with all of the other terms of this Agreement, including the payment of such fees and charges as is authorized by the Water Tariff and the Wastewater Tariff.

Such connection shall at all times be in accordance with rules, regulations and orders of the applicable governmental authorities. The Utility Company agrees that once it provides Utility Service to the Property, that thereafter, the Utility Company will continuously provide Utility Services, in accordance with the rules and regulations and rate schedules set forth in the Water Tariff and Wastewater Tariff, as they exist from time to time. A summary of the current rates and charges is set forth in ***Exhibit "A"***.

4. Contributions in Aid of Construction. In addition to the charges set forth in ***Exhibit "A"***, the Owner agrees to pay to the Utility Company Contributions-in-aid-of-Construction in the form of a Main Extension Charge as authorized by the Water Tariff and Wastewater Tariff at the rates set forth below.

<u>Main Extension Charge</u>	<u>Charge Per Gallon/Day Demand</u>
Water	\$ 13.01
Wastewater	\$ 27.17

The initial Main Extension Charge will be calculated in accordance with the Project Engineer's Certification of Anticipated Project Utilization, which is to be completed by the Project Engineer and attached to this Agreement as on ***Exhibit "B"***. The Main Extension Charge is due and payable within ten (10) days from the date of approval by the Utility Company to the Owner. All applicable fees shall be made payable to Central Sumter Utility Company, L.L.C. and remitted to 1020 Lake Sumter Landing, The Villages, FL 32162. FAILURE TO PAY THE APPLICABLE CHARGES WITHIN SUCH TIME FRAME SHALL TERMINATE ALL RIGHTS OF THE OWNER TO RECEIVE UTILITY SERVICES.

If the Utility Company determines that the average utilization per day during any billing period exceeds the Anticipated Project Utilization evidenced in ***Exhibit "B"***, then the Utility Company shall be entitled to invoice and collect from the Owner, the difference between the actual average per day utilization for such billing period, and the Anticipated Project Utilization set forth on ***Exhibit "B"***. However, in no case shall the Owner be entitled to a refund if the Anticipated Project Utilization in ***Exhibit "B"*** exceeds the actual average daily utilization of any billing period due to Owner's action or inaction, governmental rules, regulations or restrictions, or an event described in Section 8. Failure of the Utility Company to collect additional Main Extension Charge for any period shall not prevent the Utility Company from collecting such appropriate Main Extension Charge at any future time for the period of over-utilization.

5. Utility Company's Exclusive Right To Utility Facilities. Owner agrees with Utility Company that all water and wastewater facilities accepted by Utility Company in connection with providing Utility Services to the Property, shall at all times remain in the sole, complete and exclusive ownership of Utility Company, its successors and assigns, and any person or entity owning any part of the Property, shall not have any right, title, claim or interest in and to such facilities or any part of them, for any purpose, including the furnishing of water and wastewater services to other persons or entities located within or beyond the limits of the Property. Utility Company shall promptly provide all maintenance for the Utility System.

6. Exclusive Right to Provide Service. Owner, as a further and essential consideration of this Agreement, agrees that Owner, or the successors and assigns of Owner, shall not (the words "shall not" being used in a mandatory definition) engage in the business or businesses of providing Utility Services to the Property during the period of time Utility Company, its successors or assigns, provide Utility Services to the Property, it being the intention of the parties hereto that under the foregoing provision and also other provisions of this Agreement, Utility Company shall have the sole and exclusive right and privilege to provide Utility Services to the Property.

7. Notice. Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, by mail or by telegram to the addresses set forth above.

8. Force Majeure. In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either party, including but not limited to Act of God or of the public enemy, war, national emergency, allocation or of other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, sinkhole or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping transmission or other facilities, governmental rules or acts or orders or restrictions or regulations or requirements, acts or action of any government or public or governmental authority or commission or board or agency or agent or

official or officer, the enactment of any statute or ordinance or resolution or regulation or rule or ruling or order, order or decree or judgment or restraining order or injunction of any court, said party shall not be liable for such non-performance.

9. Indemnification. Owner agrees to indemnify and hold Utility Company harmless from and against any and all liabilities, claims, damages, costs and expenses (including reasonable attorney fees) to which Utility Company may become subject by reason of or arising out of Owner's performance of this Agreement. This indemnification provision shall survive the actual connection to Utility Company's Utility Service systems.

Utility Company agrees to indemnify and hold Owner harmless from and against any and all liabilities, claims, damages, costs and expenses (including reasonable attorney fees) to which Owner may become subject by reason of or arising out of Utility Company's performance of this Agreement. This indemnification provision shall survive the actual connection to the Owner's Distribution System.

10. The Laws of the State of Florida. This Agreement shall be governed by the laws of the State of Florida and it shall be and become effective immediately upon execution by both parties hereto, subject to any approvals which must be obtained from governmental authority.

13. Binding Effect. This Agreement shall bind the parties, together with their respective successors, grantees, heirs and assigns.

**IN WITNESS WHEREOF,** Owner and Utility Company have executed or caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

**"OWNER":**

VILLAGES OF SOUTHEAST PLAZAS, LLC, a Florida  
limited liability company

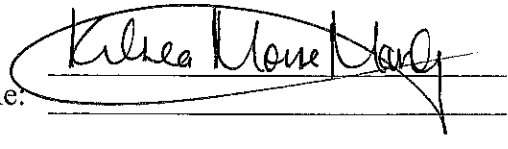
BY: VILLAGES/ACORN COMMERCIAL PARTNERS,  
LLC, a Florida limited liability company, its Manager

By: The Villages Operating Company, a Florida  
corporation, its Member

By:

Print Name:

Title:

  
\_\_\_\_\_

By: Acorn Investments, LLC, a Florida limited  
liability company, its Member

By: 

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**"UTILITY COMPANY":**

CENTRAL SUMTER UTILITY COMPANY,  
L.L.C.

By: 

Name: John Arnett, III

Title: Authorized Agent

**“EXHIBIT A”**

**CENTRAL SUMTER UTILITY COMPANY  
GENERAL SERVICE MONTHLY RATE SCHEDULE  
(ALL SERVICE EXCEPT SINGLE FAMILY RESIDENTIAL)**

**WATER**

<u>Meter Size</u>	<u>Base Facility (Minimum Monthly Charge)</u>
5/8" x 3/4"	\$ 8.78
3/4" x 3/4"	\$ 13.17
1"	\$ 21.94
1-1/2"	\$ 43.89
2"	\$ 70.22
3"	\$ 140.44
4"	\$ 219.43
6"	\$ 438.88
8"	\$ 702.19
10"	\$1,009.40
Gallage Charge	\$2.07 / per 1,000 gallons

**SEWER**

<u>Water Meter Size</u>	<u>Base Facility (Minimum Monthly Charge)</u>
5/8" x 3/4"	\$ 15.65
3/4" x 3/4"	\$ 23.48
1"	\$ 39.13
1-1/2"	\$ 78.25
2"	\$ 125.20
3"	\$ 250.40
4"	\$ 391.25
6"	\$ 782.50
8"	\$1,252.00
Gallage Charge	\$5.86 / per 1,000 gallons

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:**

Lake Deaton  
~~Oak Hammock~~ Plaza - Bldg 100

**911 ADDRESS:**

**OWNER:**

Villages of Southeast Plazas, LLC

**TYPE OF PROJECT:**

Bulk Water and Wastewater

**POTABLE WATER**

**MAIN EXTENSION**  
**CHARGE**

6050	Gallons	X		gpd* X \$13.01/gpd =	\$78,710.50
<small>Quantity</small>	<small>Seats, Employees, S.F., etc.</small>		<small>Flow per Seat, Employee, S.F., etc.</small>		

\* Source: Based on tenant estimates from CPM and historical usage data compiled by Arnett Environmental  
Refer to attachment.

**POTABLE WATER SUBTOTAL**

\$78,710.50

**WASTEWATER**

6000	Gallons	X		gpd* X \$27.17/gpd =	\$163,020.00
<small>Quantity</small>	<small>Seats, Employees, S.F., etc.</small>		<small>Flow per Seat, Employee, S.F., etc.</small>		

\* Source: Based on tenant estimates from CPM and historical usage data compiled by Arnett Environmental  
Refer to attachment.

**WASTEWATER SUBTOTAL**

\$163,020.00

**METER INSTALLATION FEE**

Meters paid separately

Meter quantity and meter size

\$0.00

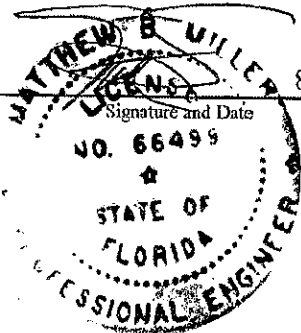
Fire Service yes  
Line Size 8"

**TOTAL** \$241,730.50

OK 2.01.11

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.



Matt Miller, P.E.

Miller Professional Engineering, LLC

Name and Title (please print or type)

Oak Hammock Bldg 100

Use this for Overall Gallons for Plaza Bldg 100

Owner:

Water GPD Charge =

\$13.01 /GPD

Wastewater GPD Charge =

\$27.17 /GPD

Tenant Estimates	Sq Feet	Factor	GPD Water	Water Charge	GPD WW	Wastewater Charge	Total W & WW
Square 1 Type Restaurant	3,000	1	3,000	\$39,030.00	3,000	\$81,510.00	\$120,540.00
Nail Salon	1,800	0.4	720	\$9,367.20	720	\$19,562.40	\$28,929.60
Hair Cattery	1,200	0.4	480	\$6,244.80	480	\$13,041.60	\$19,286.40
Hearing Aid Office	1,200	0.05	60	\$780.60	60	\$1,630.20	\$2,410.80
Lab	1,200	0.05	60	\$780.60	60	\$1,630.20	\$2,410.80
Chinese Take Out	1,200	0.8	960	\$12,489.60	960	\$26,083.20	\$38,572.80
Dental Office like Village Dental	2,400	0.3	720	\$9,367.20	720	\$19,562.40	\$28,929.60
House Meter #1			50	\$650.50	0	\$0.00	\$650.50
<b>TOTAL</b>	<b>12,000</b>		<b>6,050</b>	<b>\$78,710.50</b>	<b>6,000</b>	<b>\$163,020.00</b>	<b>\$241,730.50</b>

The plaza will pay the CIAC for a bulk amount of water and wastewater shown above based on estimates from CPM to cover Bldg. 100 of Oak Hammock Plaza.

Once paid, CSU will reimburse 1/3 of the fess to the plaza owner entity.

As each space is leased, individual exhibits will be completed and the amount deducted from the overall CIAC capacity for the plaza.

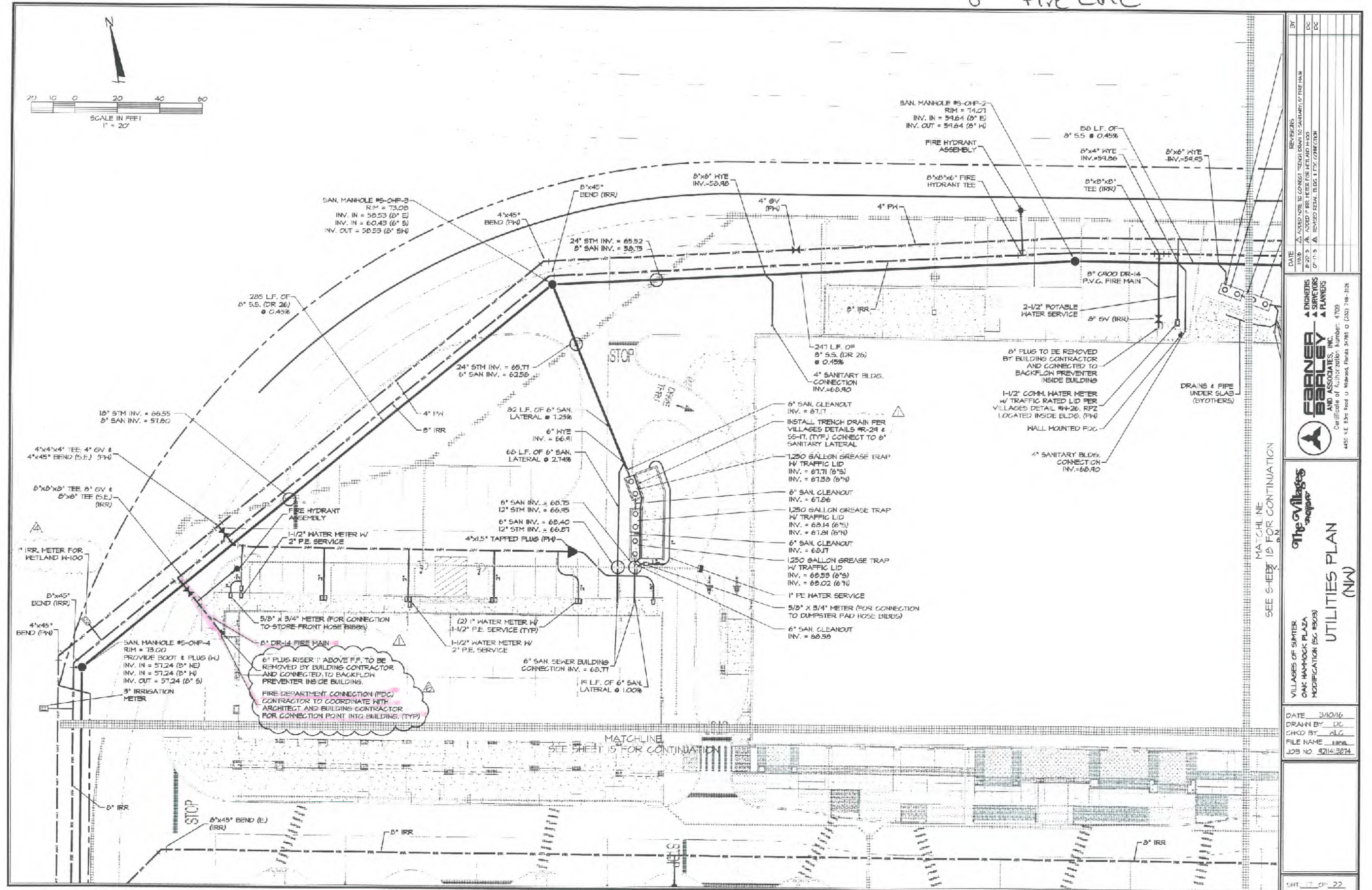
CPM will process and collect 1/3 of the CIAC fees from the tenants associated with their individual space.

CSU, LLC will collect meter fees directly from the tenants.



# Lake Deaton Plaza - Bldg 100

## 8" Fire Line



DATE	BY	CHKD	APP'D
3/10/16	UC	WLC	
3/20/16	UC	WLC	
3/21/16	UC	WLC	

**REVISIONS**

DATE: 3/10/16  
BY: UC  
CHKD: WLC  
APP'D:

**ENGINEERS & SURVEYORS**  
**PLANNERS**

**FARNER BARLEY AND ASSOCIATES, INC.**  
Certificate of Authorization Number: 4709  
4450 N.E. 83rd Road, Suite 204, Fort Lauderdale, Florida 33322

**UTILITIES PLAN (NW)**

**VILLAGES OF SUMMIT**  
OAK HAMMOCK PLAZA  
MODIFICATION (SC #003)

DATE: 3/10/16  
DRAWN BY: UC  
CHKD BY: WLC  
FILE NAME: sumit  
JOB NO. 92114.3874

SHT. 17 OF 22



*SCHEDULE 15 TO EXHIBIT B*

*See Attached.*

**CENTRAL SUMTER UTILITY COMPANY, L.L.C.  
AGREEMENT FOR WATER AND SEWER  
UTILITY SERVICE**

PROJECT NAME: Sarasota OMNI Buildings

911 ADDRESS: 310 Heald Way

PROJECT DESCRIPTION: Provide Potable Water and Wastewater

PROJECT OWNER: NEXGEN Property Holding, LLC

CIAC FUNDED BY: NEXGEN Property Holding, LLC

UTILITY BILLS TO: NEXGEN Property Holding, LLC

**THIS AGREEMENT** is entered into this 20<sup>th</sup> day of September, 2018, between **NEXGEN PROPERTY HOLDING, LLC** whose address is 3619 Kiessel Road, The Villages, FL 32163 ("Owner"), and **CENTRAL SUMTER UTILITY COMPANY, L.L.C.**, a Florida limited liability company, whose address is 3619 Kiessel Road, The Villages, Florida 32163 (the "Utility Company").

**RECITALS**

1. Owner owns or controls lands located in Sumter County, Florida, (the "Property"), and the Owner has developed or intends to develop the Property by constructing, or having constructed, the Project described above.

2. Owner desires that the Utility Company provide water service, and central wastewater collection and treatment services (collectively the "Utility Services") for the Property.

3. The Utility Company is authorized by the Florida Public Service Commission pursuant to WATER TARIFF (the "Water Tariff"), and by WASTEWATER TARIFF, (the "Wastewater Tariff") issued under Order No #PSC-11-0113-PAA-WS.

4. The Utility Company is willing to provide Utility Services to the Property in accordance with the conditions and provisions of this Agreement.

5. At this time the parties wish to set forth their agreement as stated below.

NOW, THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, Owner and Utility Company hereby covenant and agree as follows:

1. The Recitals set forth above are true and correct.
2. Definitions. Terms not defined herein shall be as defined in the Water Tariff and

## Wastewater Tariff.

3. Agreement to Serve. Utility Company covenants and agrees that it will connect or oversee the connection of the potable water distribution and wastewater collection facilities installed by Owner to the central facilities of Utility Company in accordance with the terms and intent of this Agreement upon:

- a. Upon the completion of construction of the on-site and off-site potable water and central wastewater facilities by Owner,
- b. the inspection and approval of such potable water and central wastewater facilities by Utility Company,
- c. the issuance of the final letter of acceptance by Utility Company where applicable, and
- d. the compliance by the Owner with all of the other terms of this Agreement, including the payment of such fees and charges as is authorized by the Water Tariff and the Wastewater Tariff.

Such connection shall at all times be in accordance with rules, regulations and orders of the applicable governmental authorities. The Utility Company agrees that once it provides Utility Service to the Property, that thereafter, the Utility Company will continuously provide Utility Services, in accordance with the rules and regulations and rate schedules set forth in the Water Tariff and Wastewater Tariff, as they exist from time to time. A summary of the current rates and charges is set forth in *Exhibit "A"*.

4. Contributions in Aid of Construction. In addition to the charges set forth in *Exhibit "A"*, the Owner agrees to pay to the Utility Company Contributions-in-aid-of-Construction in the form of a Main Extension Charge as authorized by the Water Tariff and Wastewater Tariff at the rates set forth below.

<u>Main Extension Charge</u>	<u>Charge Per Gallon/Day Demand</u>
Water	\$ 13.01
Wastewater	\$ 27.17

The initial Main Extension Charge will be calculated in accordance with the Project Engineer's Certification of Anticipated Project Utilization, which is to be completed by the Project Engineer and attached to this Agreement as on *Exhibit "B"*. The Main Extension Charge is due and payable within ten (10) days from the date of approval by the Utility Company to the Owner. All applicable fees shall be made payable to Central Sumter Utility Company, L.L.C. and remitted to 1020 Lake Sumter Landing, The Villages, FL 32162. FAILURE TO PAY THE APPLICABLE CHARGES WITHIN SUCH TIME FRAME SHALL TERMINATE ALL RIGHTS OF THE OWNER TO RECEIVE UTILITY SERVICES.

If the Utility Company determines that the average utilization per day during any billing period exceeds the Anticipated Project Utilization evidenced in *Exhibit "B"*, then the Utility Company shall be entitled to invoice and collect from the Owner, the difference between

the actual average per day utilization for such billing period, and the Anticipated Project Utilization set forth on ***Exhibit "B"***. However, in no case shall the Owner be entitled to a refund if the Anticipated Project Utilization in ***Exhibit "B"*** exceeds the actual average daily utilization of any billing period due to Owner's action or inaction, governmental rules, regulations or restrictions, or an event described in Section 8. Failure of the Utility Company to collect additional Main Extension Charge for any period shall not prevent the Utility Company from collecting such appropriate Main Extension Charge at any future time for the period of over-utilization.

5. Utility Company's Exclusive Right To Utility Facilities. Owner agrees with Utility Company that all water and wastewater facilities accepted by Utility Company in connection with providing Utility Services to the Property, shall at all times remain in the sole, complete and exclusive ownership of Utility Company, its successors and assigns, and any person or entity owning any part of the Property, shall not have any right, title, claim or interest in and to such facilities or any part of them, for any purpose, including the furnishing of water and wastewater services to other persons or entities located within or beyond the limits of the Property. Utility Company shall promptly provide all maintenance for the Utility System.

6. Exclusive Right to Provide Service. Owner, as a further and essential consideration of this Agreement, agrees that Owner, or the successors and assigns of Owner, shall not (the words "shall not" being used in a mandatory definition) engage in the business or businesses of providing Utility Services to the Property during the period of time Utility Company, its successors or assigns, provide Utility Services to the Property, it being the intention of the parties hereto that under the foregoing provision and also other provisions of this Agreement, Utility Company shall have the sole and exclusive right and privilege to provide Utility Services to the Property.

7. Notice. Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, by mail or by telegram to the addresses set forth above.

8. Force Majeure. In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either party, including but not limited to Act of God or of the public enemy, war, national emergency, allocation or of other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, sinkhole or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping transmission or other facilities, governmental rules or acts or orders or restrictions or regulations or requirements, acts or action of any government or public or governmental authority or commission or board or agency or agent or official or officer, the enactment of any statute or ordinance or resolution or regulation or rule or ruling or order, order or decree or judgment or restraining order or injunction of any court, said party shall not be liable for such non-performance.

9. Indemnification. Owner agrees to indemnify and hold Utility Company harmless

from and against any and all liabilities, claims, damages, costs and expenses (including reasonable attorney fees) to which Utility Company may become subject by reason of or arising out of Owner's performance of this Agreement. This indemnification provision shall survive the actual connection to Utility Company's Utility Service systems.

Utility Company agrees to indemnify and hold Owner harmless from and against any and all liabilities, claims, damages, costs and expenses (including reasonable attorney fees) to which Owner may become subject by reason of or arising out of Utility Company's performance of this Agreement. This indemnification provision shall survive the actual connection to the Owner's Distribution System.

10. The Laws of the State of Florida. This Agreement shall be governed by the laws of the State of Florida and it shall be and become effective immediately upon execution by both parties hereto, subject to any approvals which must be obtained from governmental authority.

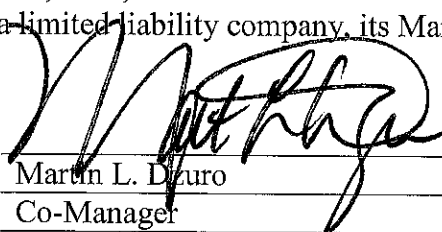
13. Binding Effect. This Agreement shall bind the parties, together with their respective successors, grantees, heirs and assigns.

**IN WITNESS WHEREOF**, Owner and Utility Company have executed or caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

**"OWNER":**

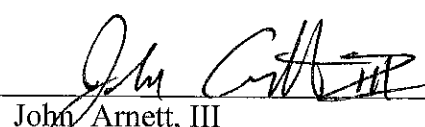
NEXGEN PROPERTY HOLDINGS, LLC,  
a Florida limited liability company

BY: NPGH, LLC,  
a Florida limited liability company, its Manager

By:   
Name: Martin L. DiZuro  
Title: Co-Manager

**"UTILITY COMPANY":**

CENTRAL SUMTER UTILITY COMPANY, L.L.C.

By:   
Name: John Arnett, III  
Title: Authorized Agent

**“EXHIBIT A”**

**CENTRAL SUMTER UTILITY COMPANY  
GENERAL SERVICE MONTHLY RATE SCHEDULE  
(ALL SERVICE EXCEPT SINGLE FAMILY RESIDENTIAL)**

**WATER**

Base Facility	
<u>Meter Size</u>	<u>(Minimum Monthly Charge)</u>
5/8" x 3/4"	\$ 8.84
3/4" x 3/4"	\$ 13.27
1"	\$ 22.10
1-1/2"	\$ 44.21
2"	\$ 70.73
3"	\$ 141.47
4"	\$ 221.03
6"	\$ 442.08
8"	\$ 707.32
10"	\$1,016.77
Gallage Charge	
	\$2.09 / per 1,000 gallons

**SEWER**

Base Facility	
<u>Water Meter Size</u>	<u>(Minimum Monthly Charge)</u>
5/8" x 3/4"	\$ 15.72
3/4" x 3/4"	\$ 23.57
1"	\$ 39.28
1-1/2"	\$ 125.71
2"	\$ 251.43
3"	\$ 392.86
4"	\$ 785.68
6"	\$1,257.10
8"	\$1,807.10
Gallage Charge	
	\$5.89 / per 1,000 gallons

06S 0-30,000

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

not connected

**PROJECT NAME:** Sarasota Plaza Omni Building - Tenant 101  
**911 ADDRESS:** \_\_\_\_\_  
**OWNER:** \_\_\_\_\_  
**TYPE OF PROJECT:** \_\_\_\_\_

**POTABLE WATER**

**MAIN EXTENSION**  
**CHARGE**

1200	SF	X	0.1	gpd* X \$13.01/gpd =	\$1,561.20
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
		X		gpd* X \$13.01/gpd =	\$0.00
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: \_\_\_\_\_

**POTABLE WATER SUBTOTAL** \$1,561.20

**WASTEWATER**

1200	SF	X	0.1	gpd* X \$27.17/gpd =	\$3,260.40
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
		X		gpd* X \$27.17/gpd =	\$0.00
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** \$3,260.40

**METER INSTALLATION FEE**

Meters paid separately \$0.00  
Meter quantity and meter size

**TOTAL** \$4,821.60

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

**Matthew B. Miller**  
Digitally signed by Matthew B. Miller  
DN: cn=US, st=Florida, o=Dealt,  
email=mbp.miller@gmail.com,  
c=Miller Professional Engineering,  
LLC, cn=Matthew B. Miller  
Location: Ocala, FL, US  
Date: 2019.08.06 14:24:55 -0400

Signature and Date

**Matt Miller, P.E.**

Name and Title (please print or type)

*OK J. C. Miller*

C6S0-30,000

not connected

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** Sarasota Plaza Omni Building - Tenant 102

**911 ADDRESS:** \_\_\_\_\_

**OWNER:** \_\_\_\_\_

**TYPE OF PROJECT:** \_\_\_\_\_

**POTABLE WATER****MAIN EXTENSION  
CHARGE**

<u>1200</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	gpd* X \$13.01/gpd =	<u>\$1,561.20</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
<u>        </u>	<u>        </u>	<u>X</u>	<u>        </u>	gpd* X \$13.01/gpd =	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: \_\_\_\_\_

**POTABLE WATER SUBTOTAL** \$1,561.20

**WASTEWATER**

<u>1200</u>	<u>SF</u>	<u>X</u>	<u>0.1</u>	gpd* X \$27.17/gpd =	<u>\$3,260.40</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
<u>        </u>	<u>        </u>	<u>X</u>	<u>        </u>	gpd* X \$27.17/gpd =	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** \$3,260.40

**METER INSTALLATION FEE**

Meters paid separately \$0.00

Meter quantity and meter size

**TOTAL** \$4,821.60

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

**Matthew  
B. Miller**

Digitally signed by Matthew B. Miller  
DN: cn=US, st=Florida, o=Ocala,  
email=mpa.miller@gmail.com,  
c=Miller Professional Engineering,  
LLC, cn=Matthew B. Miller  
Location: Ocala, FL, US  
Date: 2018.08.08 14:25:25 -0400

Signature and Date

**Matt Miller, P.E.**

Name and Title (please print or type)



065 0-30,000

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** Sarasota Plaza Omni Building - Tenant 103  
**911 ADDRESS:** \_\_\_\_\_  
**OWNER:** \_\_\_\_\_  
**TYPE OF PROJECT:** \_\_\_\_\_

**POTABLE WATER**

**MAIN EXTENSION**  
**CHARGE**

1200	SF	X	0.1	gpd* X \$13.01/gpd =	\$1,561.20
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
		X		gpd* X \$13.01/gpd =	\$0.00
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: \_\_\_\_\_

**POTABLE WATER SUBTOTAL** \$1,561.20

**WASTEWATER**

1200	SF	X	0.1	gpd* X \$27.17/gpd =	\$3,260.40
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
		X		gpd* X \$27.17/gpd =	\$0.00
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** \$3,260.40

**METER INSTALLATION FEE**

Meters paid separately	\$0.00
Meter quantity and meter size	

**TOTAL** \$4,821.60

*OK 7. cut*

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

**Matthew B. Miller**  
Digitally signed by Matthew B. Miller  
 DN: c=US, st=Florida, le=Orlando,  
 email=mmiller@centralsumter.com,  
 o=Miller Professional Engineering,  
 LLC, cn=Matthew B. Miller  
 Location: Orlando, FL, US  
 Date: 2018.08.06 14:25:53 -04'00'  
 \_\_\_\_\_  
 Signature and Date

Matt Miller, P.E.  
 \_\_\_\_\_  
 Name and Title (please print or type)

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** Sarasota Plaza Omni Building - Tenant 104 National Cremation Society

**911 ADDRESS:** \_\_\_\_\_

**OWNER:** \_\_\_\_\_

**TYPE OF PROJECT:** \_\_\_\_\_

**POTABLE WATER****MAIN EXTENSION  
CHARGE**

1784	SF	X	0.15	gpd* X \$13.01/gpd =	\$3,481.48
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
		X		gpd* X \$13.01/gpd =	\$0.00
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: \_\_\_\_\_

**POTABLE WATER SUBTOTAL** \$3,481.48

**WASTEWATER**

1784	SF	X	0.15	gpd* X \$27.17/gpd =	\$7,270.69
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
		X		gpd* X \$27.17/gpd =	\$0.00
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** \$7,270.69

**METER INSTALLATION FEE**

Meters paid separately \$0.00

Meter quantity and meter size

**TOTAL** \$10,752.17

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

**Matthew  
B. Miller**

Digitally signed by Matthew B. Miller  
 DN: c=US, st=Florida, o=Ocala,  
 email=mrpe.miller@gmail.com,  
 ou=Miller Professional Engineering,  
 LLC, cn=Matthew B. Miller  
 Location: Ocala, FL, US  
 Date: 2018.08.31 11:44:43 -0400

Signature and Date

**Matt Miller, P.E.**

Name and Title (please print or type)

CGS 0-30,000

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** Sarasota Plaza Omni Building - Tenant 105  
**911 ADDRESS:** \_\_\_\_\_  
**OWNER:** \_\_\_\_\_  
**TYPE OF PROJECT:** Nail Salon

<u>POTABLE WATER</u>					<u>MAIN EXTENSION CHARGE</u>
<u>1500</u>	<u>SF</u>	<u>X</u>	<u>0.4</u>	gpd* X \$13.01/gpd =	<u>\$7,806.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
		<u>X</u>		gpd* X \$13.01/gpd =	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
<b>* Source:</b> _____					

**POTABLE WATER SUBTOTAL** \$7,806.00

<u>WASTEWATER</u>					
<u>1500</u>	<u>SF</u>	<u>X</u>	<u>0.4</u>	gpd* X \$27.17/gpd =	<u>\$16,302.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
		<u>X</u>		gpd* X \$27.17/gpd =	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
<b>* Source:</b> _____					

**WASTEWATER SUBTOTAL** \$16,302.00

<u>METER INSTALLATION FEE</u>					
<u>Meters paid separately</u>					<u>\$0.00</u>
Meter quantity and meter size					

**TOTAL** \$24,108.00

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

**Matthew B. Miller**  
Digitally signed by Matthew B. Miller  
 DN: cn=US, st=Florida, o=Ocala, email=mgmiller@gmail.com,  
 o=Miller Professional Engineering, LLC, cn=Matthew B. Miller  
 Location:Ocala, FL, US  
 Date: 2018.08.06 14:55:10 -0400

Signature and Date

**Matt Miller, P.E.**  
 Name and Title (please print or type)

OK J. Giff

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** Sarasota Plaza Omni Building - Tenant 106 - REVISION  
**911 ADDRESS:** 314 Heald Way  
**OWNER:** \_\_\_\_\_  
**TYPE OF PROJECT:** Hand & Stone Massage and Facial Spa

<u>POTABLE WATER</u>				<u>MAIN EXTENSION</u>
				<u>CHARGE</u>
<u>1200</u>	<u>S.F.</u>	<u>X</u>	<u>0.25</u>	<u>gpd* X \$13.01/gpd =</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	<u>\$3,903.00</u>
		<u>X</u>		<u>gpd* X \$13.01/gpd =</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.	<u>\$0.00</u>

\* Source: \_\_\_\_\_

**POTABLE WATER SUBTOTAL** \$3,903.00

<u>WASTEWATER</u>			
<u>1200</u>	<u>S.F.</u>	<u>X</u>	<u>0.25</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.
		<u>X</u>	
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** \$8,151.00

**METER INSTALLATION FEE**

Meters paid separately \_\_\_\_\_  
Meter quantity and meter size

**TOTAL** \$12,054.00

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

**Matthew B. Miller**  
Digitally signed by Matthew B. Miller  
DN: c=US, st=Florida, o=Ocala, email=mpmiller@gmail.com, cn=Miller Professional Engineering, LLC, cn=Matthew B. Miller  
Date: 2019.01.16 11:14:11 -05'00'  
\_\_\_\_\_  
Signature and Date

Matt Miller, P.E.  
Name and Title (please print or type)

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** Sarasota Plaza Omni Building - Tenant 107 - REVISION  
**911 ADDRESS:** 312 Heald Way  
**OWNER:** \_\_\_\_\_  
**TYPE OF PROJECT:** Hand & Stone Massage and Facial Spa

**POTABLE WATER**

**MAIN EXTENSION**  
**CHARGE**

<u>1200</u>	<u>S.F.</u>	<u>X</u>	<u>0.25</u>	<u>gpd* X \$13.01/gpd =</u>	<u>\$3,903.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
<u>        </u>	<u>        </u>	<u>X</u>	<u>        </u>	<u>gpd* X \$13.01/gpd =</u>	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: \_\_\_\_\_

**POTABLE WATER SUBTOTAL** \$3,903.00

**WASTEWATER**

<u>1200</u>	<u>S.F.</u>	<u>X</u>	<u>0.25</u>	<u>gpd* X \$27.17/gpd =</u>	<u>\$8,151.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		
<u>        </u>	<u>        </u>	<u>X</u>	<u>        </u>	<u>gpd* X \$27.17/gpd =</u>	<u>\$0.00</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.		

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** \$8,151.00

**METER INSTALLATION FEE**

Meters paid separately

Meter quantity and meter size

**TOTAL** \$12,054.00

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

**Matthew B. Miller**  
Digitally signed by Matthew B. Miller  
DN: cn=US, st=Florida, fo=Duala,  
email=cmpe.miller@gmail.com,  
o=Miller Professional Engineering,  
LLC, cn=Matthew B. Miller  
Date: 2015.01.16 11:14:59 -0500

Signature and Date

**Matt Miller, P.E.**

Name and Title (please print or type)

C650-30,000

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** Sarasota Plaza Omni Building - House

**911 ADDRESS:** \_\_\_\_\_

**OWNER:** \_\_\_\_\_

**TYPE OF PROJECT:** \_\_\_\_\_

**POTABLE WATER** **MAIN EXTENSION CHARGE**

1		X	50		gpd* X \$13.01/gpd =	\$650.50
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.			
		X			gpd* X \$13.01/gpd =	\$0.00
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.			

\* Source: \_\_\_\_\_

**POTABLE WATER SUBTOTAL** **\$650.50**

**WASTEWATER**

X		X			gpd* X \$27.17/gpd =	\$0.00
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.			
		X			gpd* X \$27.17/gpd =	\$0.00
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.			

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** **\$0.00**

**METER INSTALLATION FEE**

(1) 1" **\$300.00**

Meter quantity and meter size

**TOTAL** **\$950.50**

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

**Matthew B. Miller**

Digitally signed by Matthew B. Miller  
 DN: cn=US, o=Florida, c=US, email=mbmiller@gmail.com, ou=Miller  
 Professional Engineering, LLC,  
 cn=Matthew B. Miller  
 Location: Ocala, FL, US  
 Date: 2018.05.06 14:24:13 -0400

Signature and Date

**Matt Miller, P.E.**

Name and Title (please print or type)



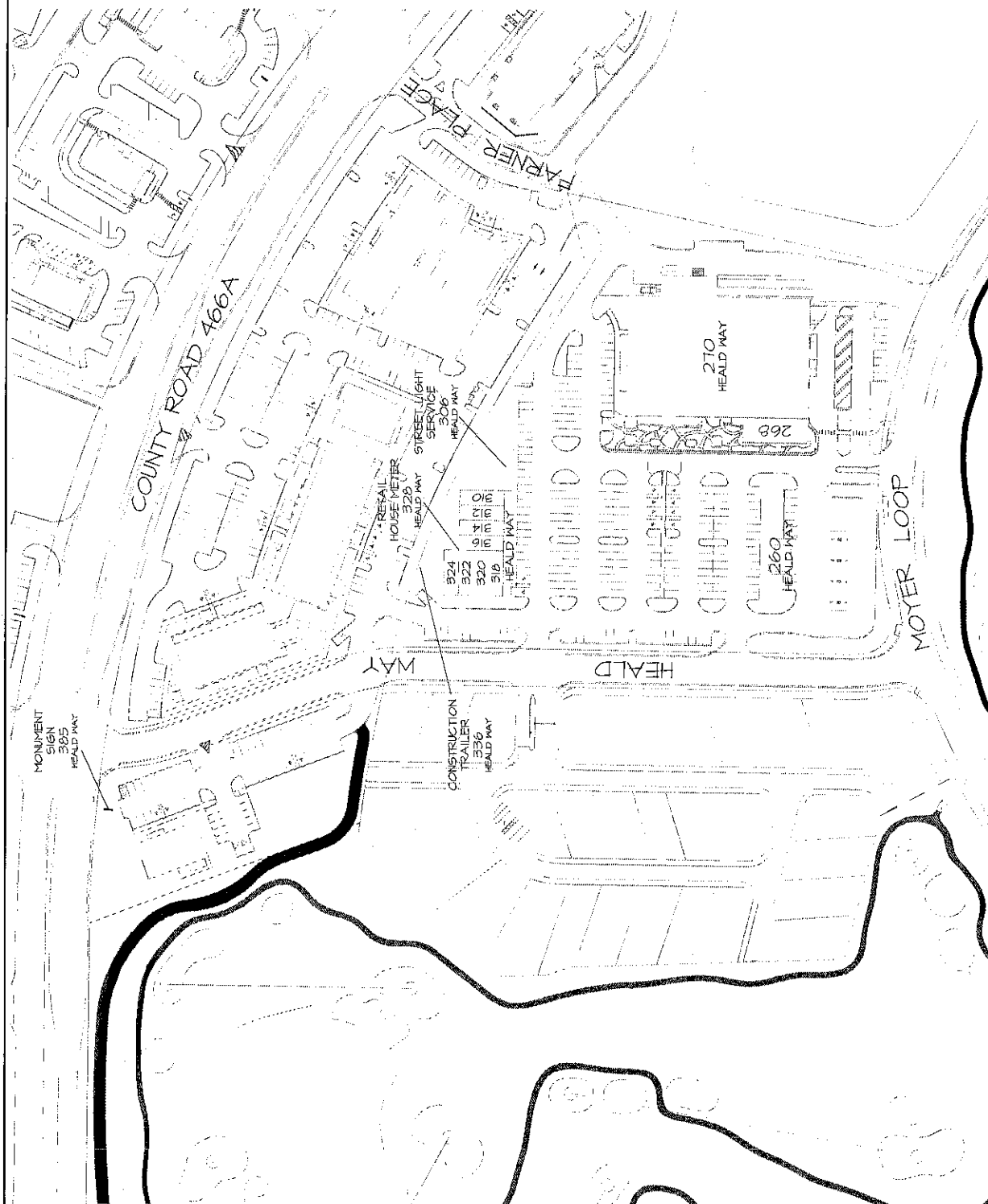
SARASOTA PLAZA

THE VILLAGES, FL 32163  
911 NUMBERING MAP  
MARCH 9, 2016

**Arnett**  
Environmental, LLC

**Environmental, LLC**  
038 Lake Sumter Landing The Villages, FL 32162  
Tel No. (352)753-4747 Fax No. (352)753-1296  
Certificate of Authorization Number: 27495

INFORMATION HAS BEEN PREPARED ONLY AS AN AID TO AGENCIES, SERVICES AND ORGANIZATIONS UTILIZING THE INFORMATION. NO WARRANTIES OR GUARANTEES ARE MADE BY THE INFORMATION. THE INFORMATION IS NOT TO BE USED IN ANY MANNER THAT COULD BE CONSIDERED A BASIS FOR A CLAIM OR ACTION. THE INFORMATION IS NOT TO BE USED IN ANY MANNER THAT COULD BE CONSIDERED A BASIS FOR A CLAIM OR ACTION. THE INFORMATION IS NOT TO BE USED IN ANY MANNER THAT COULD BE CONSIDERED A BASIS FOR A CLAIM OR ACTION.



*SCHEDULE 16 TO EXHIBIT B*

*See Attached.*



**CENTRAL SUMTER UTILITY COMPANY, L.L.C.  
AGREEMENT FOR WATER AND SEWER  
UTILITY SERVICE**

PROJECT NAME: The Lofts at Brownwood

911 ADDRESS: \_\_\_\_\_

PROJECT DESCRIPTION: Provide Potable Water and Wastewater

PROJECT OWNER: Titan Brownwood, LLC

CIAC FUNDED BY: Titan Brownwood, LLC

UTILITY BILLS TO: Titan Brownwood, LLC

**THIS AGREEMENT** is entered into this 25<sup>th</sup> day of September, 2018, between **TITAN BROWNWOOD, LLC** whose address is 3619 Kiessel Road, The Villages, FL 32163 ("Owner"), and **CENTRAL SUMTER UTILITY COMPANY, L.L.C.**, a Florida limited liability company, whose address is 3619 Kiessel Road, The Villages, Florida 32163 (the "Utility Company").

**RECITALS**

1. Owner owns or controls lands located in Sumter County, Florida, (the "Property"), and the Owner has developed or intends to develop the Property by constructing, or having constructed, the Project described above.
2. Owner desires that the Utility Company provide water service, and central wastewater collection and treatment services (collectively the "Utility Services") for the Property.
3. The Utility Company is authorized by the Florida Public Service Commission pursuant to WATER TARIFF (the "Water Tariff"), and by WASTEWATER TARIFF, (the "Wastewater Tariff") issued under Order No #PSC-11-0113-PAA-WS.
4. The Utility Company is willing to provide Utility Services to the Property in accordance with the conditions and provisions of this Agreement.
5. At this time the parties wish to set forth their agreement as stated below.

NOW, THEREFORE, for and in consideration of the premises, the mutual undertakings and agreements herein contained and assumed, Owner and Utility Company hereby covenant and agree as follows:

1. The Recitals set forth above are true and correct.
2. Definitions. Terms not defined herein shall be as defined in the Water Tariff and

## Wastewater Tariff.

3. Agreement to Serve. Utility Company covenants and agrees that it will connect or oversee the connection of the potable water distribution and wastewater collection facilities installed by Owner to the central facilities of Utility Company in accordance with the terms and intent of this Agreement upon:

- a. Upon the completion of construction of the on-site and off-site potable water and central wastewater facilities by Owner,
- b. the inspection and approval of such potable water and central wastewater facilities by Utility Company,
- c. the issuance of the final letter of acceptance by Utility Company where applicable, and
- d. the compliance by the Owner with all of the other terms of this Agreement, including the payment of such fees and charges as is authorized by the Water Tariff and the Wastewater Tariff.

Such connection shall at all times be in accordance with rules, regulations and orders of the applicable governmental authorities. The Utility Company agrees that once it provides Utility Service to the Property, that thereafter, the Utility Company will continuously provide Utility Services, in accordance with the rules and regulations and rate schedules set forth in the Water Tariff and Wastewater Tariff, as they exist from time to time. A summary of the current rates and charges is set forth in ***Exhibit "A"***.

4. Contributions in Aid of Construction. In addition to the charges set forth in ***Exhibit "A"***, the Owner agrees to pay to the Utility Company Contributions-in-aid-of-Construction in the form of a Main Extension Charge as authorized by the Water Tariff and Wastewater Tariff at the rates set forth below.

<u>Main Extension Charge</u>	<u>Charge Per Gallon/Day Demand</u>
Water	\$ 13.01
Wastewater	\$ 27.17

The initial Main Extension Charge will be calculated in accordance with the Project Engineer's Certification of Anticipated Project Utilization, which is to be completed by the Project Engineer and attached to this Agreement as on ***Exhibit "B"***. The Main Extension Charge is due and payable within ten (10) days from the date of approval by the Utility Company to the Owner. All applicable fees shall be made payable to Central Sumter Utility Company, L.L.C. and remitted to 1020 Lake Sumter Landing, The Villages, FL 32162. FAILURE TO PAY THE APPLICABLE CHARGES WITHIN SUCH TIME FRAME SHALL TERMINATE ALL RIGHTS OF THE OWNER TO RECEIVE UTILITY SERVICES.

If the Utility Company determines that the average utilization per day during any billing period exceeds the Anticipated Project Utilization evidenced in ***Exhibit "B"***, then the Utility Company shall be entitled to invoice and collect from the Owner, the difference between

the actual average per day utilization for such billing period, and the Anticipated Project Utilization set forth on ***Exhibit "B"***. However, in no case shall the Owner be entitled to a refund if the Anticipated Project Utilization in ***Exhibit "B"*** exceeds the actual average daily utilization of any billing period due to Owner's action or inaction, governmental rules, regulations or restrictions, or an event described in Section 8. Failure of the Utility Company to collect additional Main Extension Charge for any period shall not prevent the Utility Company from collecting such appropriate Main Extension Charge at any future time for the period of over-utilization.

5. Utility Company's Exclusive Right To Utility Facilities. Owner agrees with Utility Company that all water and wastewater facilities accepted by Utility Company in connection with providing Utility Services to the Property, shall at all times remain in the sole, complete and exclusive ownership of Utility Company, its successors and assigns, and any person or entity owning any part of the Property, shall not have any right, title, claim or interest in and to such facilities or any part of them, for any purpose, including the furnishing of water and wastewater services to other persons or entities located within or beyond the limits of the Property. Utility Company shall promptly provide all maintenance for the Utility System.

6. Exclusive Right to Provide Service. Owner, as a further and essential consideration of this Agreement, agrees that Owner, or the successors and assigns of Owner, shall not (the words "shall not" being used in a mandatory definition) engage in the business or businesses of providing Utility Services to the Property during the period of time Utility Company, its successors or assigns, provide Utility Services to the Property, it being the intention of the parties hereto that under the foregoing provision and also other provisions of this Agreement, Utility Company shall have the sole and exclusive right and privilege to provide Utility Services to the Property.

7. Notice. Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, by mail or by telegram to the addresses set forth above.

8. Force Majeure. In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either party, including but not limited to Act of God or of the public enemy, war, national emergency, allocation or of other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, sinkhole or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping transmission or other facilities, governmental rules or acts or orders or restrictions or regulations or requirements, acts or action of any government or public or governmental authority or commission or board or agency or agent or official or officer, the enactment of any statute or ordinance or resolution or regulation or rule or ruling or order, order or decree or judgment or restraining order or injunction of any court, said party shall not be liable for such non-performance.

9. Indemnification. Owner agrees to indemnify and hold Utility Company harmless

from and against any and all liabilities, claims, damages, costs and expenses (including reasonable attorney fees) to which Utility Company may become subject by reason of or arising out of Owner's performance of this Agreement. This indemnification provision shall survive the actual connection to Utility Company's Utility Service systems.

Utility Company agrees to indemnify and hold Owner harmless from and against any and all liabilities, claims, damages, costs and expenses (including reasonable attorney fees) to which Owner may become subject by reason of or arising out of Utility Company's performance of this Agreement. This indemnification provision shall survive the actual connection to the Owner's Distribution System.

10. The Laws of the State of Florida. This Agreement shall be governed by the laws of the State of Florida and it shall be and become effective immediately upon execution by both parties hereto, subject to any approvals which must be obtained from governmental authority.

13. Binding Effect. This Agreement shall bind the parties, together with their respective successors, grantees, heirs and assigns.

**IN WITNESS WHEREOF,** Owner and Utility Company have executed or caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

**"OWNER":**

TITAN BROWNWOOD, LLC,  
a Florida limited liability company

BY: THE VILLAGES OPERATING COMPANY,  
a Florida corporation, its Manager

By: 

Name: Martin L. Dzuro

Title: Vice President

**"UTILITY COMPANY":**

CENTRAL SUMTER UTILITY COMPANY, L.L.C.

By: 

Name: John Arnett, III

Title: Authorized Agent

**“EXHIBIT A”**

**CENTRAL SUMTER UTILITY COMPANY  
GENERAL SERVICE MONTHLY RATE SCHEDULE  
(ALL SERVICE EXCEPT SINGLE FAMILY RESIDENTIAL)**

**WATER**

Base Facility	
<u>Meter Size</u>	<u>(Minimum Monthly Charge)</u>
5/8" x 3/4"	\$ 8.84
3/4" x 3/4"	\$ 13.27
1"	\$ 22.10
1-1/2"	\$ 44.21
2"	\$ 70.73
3"	\$ 141.47
4"	\$ 221.03
6"	\$ 442.08
8"	\$ 707.32
10"	\$1,016.77
Gallage Charge	\$2.09 / per 1,000 gallons

**SEWER**

Base Facility	
<u>Water Meter Size</u>	<u>(Minimum Monthly Charge)</u>
5/8" x 3/4"	\$ 15.72
3/4" x 3/4"	\$ 23.57
1"	\$ 39.28
1-1/2"	\$ 125.71
2"	\$ 251.43
3"	\$ 392.86
4"	\$ 785.68
6"	\$1,257.10
8"	\$1,807.10
Gallage Charge	\$5.89 / per 1,000 gallons

CGS 600,001 - 1,500,000

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** The Lofts at Brownwood - Building 1,2,3,4,5,6,7,8,9 & Clubhouse

**911 ADDRESS:** \_\_\_\_\_

**OWNER:** \_\_\_\_\_

**TYPE OF PROJECT:** \_\_\_\_\_

**POTABLE WATER**

**MAIN EXTENSION**  
**CHARGE**

<u>265</u>	<u>Units</u>	<u>X</u>	<u>\$1,119.00</u>			<u>\$296,535.00</u>
Quantity	Type		Residential CIAC Fee			
<u>8625</u>	<u>SF (Clubhouse)</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$13.01/gpd =</u>		<u>\$11,221.13</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.			

\* Source: \_\_\_\_\_

**POTABLE WATER SUBTOTAL** \$307,756.13

**WASTEWATER**

<u>265</u>	<u>Units</u>	<u>X</u>	<u>\$2,336.00</u>			<u>\$619,040.00</u>
Quantity	Type		Residential CIAC Fee			
<u>8,625</u>	<u>SF (Clubhouse)</u>	<u>X</u>	<u>0.1</u>	<u>gpd* X \$27.17/gpd =</u>		<u>\$23,434.13</u>
Quantity	Seats, Employees, S.F., etc.		Flow per Seat, Employee, S.F., etc.			

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** \$642,474.13

<u>3" Meter (1 3" Meter for 10 Buildings)</u>	<u>\$1,200.00</u>
Meter quantity and meter size	

**TOTAL** \$951,430.25

<b>Fire Protection (Yes/No)</b>	<b>Line Size</b>	
<u>Yes</u>	<u>6" x 5 Buildings</u>	
<u>Yes</u>	<u>4" x 4 Buildings</u>	

*OK J. Cuth*

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

*Signature and Date*  
08/24/2008

**STATE OF FLORIDA**  
**PROFESSIONAL ENGINEER**

STATION M. CAMERON  
 Name and Title (please print or type)

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** The Lofts at Brownwood - Pool Make-up Water  
**911 ADDRESS:** \_\_\_\_\_  
**OWNER:** \_\_\_\_\_  
**TYPE OF PROJECT:** \_\_\_\_\_

<u>POTABLE WATER</u>			<u>MAIN EXTENSION CHARGE</u>
Quantity	<u>X</u>	gpd* X \$13.01/gpd =	\$0.00
Seats, Employees, S.F., etc.	Flow per Seat, Employee, S.F., etc.		
Quantity	<u>X</u>	gpd* X \$13.01/gpd =	\$0.00
Seats, Employees, S.F., etc.	Flow per Seat, Employee, S.F., etc.		

\* Source: \_\_\_\_\_

POOL EVAPORATION

2,480	<u>X</u>	0.3	gpd* X \$13.01/gpd =	\$9,679.44
Area in s.f.		Activity Factor		

**POTABLE WATER SUBTOTAL** \$9,679.44

WASTEWATER

Quantity	<u>X</u>	gpd* X \$13.01/gpd =	\$0.00
Seats, Employees, S.F., etc.	Flow per Seat, Employee, S.F., etc.		
Quantity	<u>X</u>	gpd* X \$27.17/gpd =	\$0.00
Seats, Employees, S.F., etc.	Flow per Seat, Employee, S.F., etc.		

\* Source: \_\_\_\_\_

**WASTEWATER SUBTOTAL** \$0.00

<u>1" Meter</u>	<u>\$300.00</u>
Meter quantity and meter size	

**TOTAL** \$9,979.44

<b>Fire Protection (Yes/No)</b>	<b>Line Size</b>
<u>No</u>	_____

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.

\_\_\_\_\_  
 STATE OF FLORIDA  
 PROFESSIONAL ENGINEER  
 No. 83530

STEFAN M. CAMPBELL  
 Name and Title (please print or type)

**EXHIBIT "B"**  
**CENTRAL SUMTER UTILITY COMPANY**  
**PROJECT ENGINEER'S CERTIFICATION OF**  
**ANTICIPATED PROJECT UTILIZATION**

**PROJECT NAME:** The Lofts at Brownwood - Mail Kiosk & Pavillion  
**911 ADDRESS:** \_\_\_\_\_  
**OWNER:** \_\_\_\_\_  
**TYPE OF PROJECT:** \_\_\_\_\_

<u>POTABLE WATER</u>				<u>MAIN EXTENSION CHARGE</u>	
<u>1</u>	<u>Employee</u>	<u>X</u>	<u>20</u>	gpd* X \$13.01/gpd =	<u>\$260.20</u>
<small>Quantity</small>	<small>Seats, Employees, S.F., etc.</small>		<small>Flow per Seat, Employee, S.F., etc.</small>		
<u>1</u>	<u>Pavillion</u>	<u>X</u>	<u>50</u>	gpd* X \$13.01/gpd =	<u>\$650.50</u>
<small>Quantity</small>	<small>Seats, Employees, S.F., etc.</small>		<small>Flow per Seat, Employee, S.F., etc.</small>		

\* Source: \_\_\_\_\_

**POTABLE WATER SUBTOTAL** \$910.70

<u>WASTEWATER</u>					
<u>1</u>	<u>Employee</u>	<u>X</u>	<u>20</u>	gpd* X \$13.01/gpd =	<u>\$260.20</u>
<small>Quantity</small>	<small>Seats, Employees, S.F., etc.</small>		<small>Flow per Seat, Employee, S.F., etc.</small>		
<u>1</u>	<u>Pavillion</u>	<u>X</u>	<u>50</u>	gpd* X \$27.17/gpd =	<u>\$1,358.50</u>
<small>Quantity</small>	<small>Seats, Employees, S.F., etc.</small>		<small>Flow per Seat, Employee, S.F., etc.</small>		

\* Source: \_\_\_\_\_

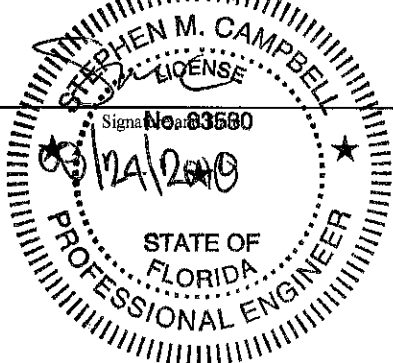
**WASTEWATER SUBTOTAL** \$1,618.70

1" Meter \$300.00  
Meter quantity and meter size

<b>Fire Protection (Yes/No)</b>	<b>Line Size</b>	<b>TOTAL</b>	<u><u>\$2,829.40</u></u>
<u>No</u>	_____		

**STATEMENT BY PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF DESIGNING PROJECT**

I, the undersigned professional engineer, registered in Florida, certify that I am in responsible charge of the preparation and production of engineering plans/documents for this project; that I have expertise in the design of water distribution facilities and wastewater collection systems; and that, to the best of my knowledge and belief, the water and wastewater flows for this project comply with sound engineering judgment.



STEPHEN M. CAMPBELL  
 Name and Title (please print or type)



EXHIBIT “C”

## **EXHIBIT C**

1. Amended and Restated Lease Agreement dated July 6, 2010 between North Sumter Utility Company, L.L.C., Seller, and Sumter Water Conservation Authority, LLC, a copy of which is attached to this Exhibit C as Schedule 1 hereto. This Amended and Restated Lease Agreement will be terminated at Closing pursuant to this Agreement.
2. Reciprocal Use Agreement dated March 9, 2015 by and between The Villages of Lake-Sumter, Inc., Seller, and the Sumter Water Conservation Authority, a copy of which is attached to this Exhibit C as Schedule 2 hereto.
3. Site Lease Agreement dated June 4, 2018 between T-Mobile South LLC and Seller, a copy of which is attached to this Exhibit C as Schedule 3 hereto.
4. Memorandum of Lease dated September 25, 2018 between T-Mobile South LLC and Seller, a copy of which is attached to this Exhibit C as Schedule 4 hereto.
5. Water Tower Lease Agreement dated January 9, 2019 between Verizon Wireless Personal Communications LP d/b/a Verizon Wireless and Seller, a copy of which is attached to this Exhibit C as Schedule 5 hereto.
6. Memorandum of Water Tower Lease Agreement dated January 9, 2019 between Verizon Wireless Personal Communications LP d/b/a Verizon Wireless and Seller, a copy of which is attached to this Exhibit C as Schedule 6 hereto.

*SCHEDULE 1 TO EXHIBIT C*

*See Attached.*

## AMENDED AND RESTATED LEASE AGREEMENT

THIS AMENDED AND RESTATED LEASE AGREEMENT ("Amended and Restated Lease") is entered into on the 6th day of July, 2010 (the "Effective Date"), between **NORTH SUMTER UTILITY COMPANY, L.L.C.**, a Florida limited liability company, whose address is 1020 Lake Sumter Landing, The Villages, FL 32162 ("Lessor"), and **CENTRAL SUMTER UTILITY COMPANY, LLC**, a Florida limited liability company, whose address is 1020 Lake Sumter Landing, The Villages, FL 32162 ("CSU"), and **SUMTER WATER CONSERVATION AUTHORITY, LLC**, a Florida limited liability company, whose address is 1020 Lake Sumter Landing, The Villages, FL 32162 ("SWCA") (CSU and SWCA are referred to jointly and severally, as "Lessee").

### RECITALS

A. On June 24, 2008, Lessor and Lessee entered into a Lease Agreement, whereby Lessor leased to Lessee, and Lessee leased from Lessor, an undivided one half (½) interest in the use and operation of certain building office space, shared laboratory, telemetry systems, and appurtenant parking areas (the "Lease"), all located on portions of the property described in the attached *Exhibit "A"*, as the Lease is further evidenced by that certain Memorandum of Lease recorded in Official Records Book 1966, Page 531, Public Records of Sumter County, Florida.

B. Pursuant to the Lease, the Term (as defined in the Lease) is for a fifty (50) year period, commencing on the Effective Date of the Lease, defined therein to be June 24, 2008.

C. Lessor and Lessee acknowledge, however, that until CSU is able to complete construction of its wastewater treatment plant to be located adjacent to the Building (as defined in the Lease), and begin operating same, Lessee will not require the use of the Premises (also as defined in the Lease), and consequently, Lessee should not be required to pay rentals to Lessor until such time.

D. Accordingly, at this time, Lessor and Lessee wish to amend and restate the Lease to reflect the foregoing.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, and other good and valuable consideration, receipt of which is acknowledged, Lessor and Lessee hereby agree as follows:

1. **DEMISE.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, an undivided one half (½) interest in the use and operation of the Building office space, shared laboratory equipment and telemetry systems located in the Building used by both Lessor and Lessee, and appurtenant parking spaces located adjacent to the Building (collectively, the "Premises").

2. **TERM.** The term of this Lease, unless extended or earlier terminated as provided herein, shall be for a fifty (50) year period, commencing on the first (1<sup>st</sup>) day of the first calendar month after the date that CSU has submitted to the Florida Department of Environmental Protection its certification of wastewater treatment plan completion, and ending on the fifty year anniversary thereof (the "Term"). After such time, the Term shall automatically be extended for successive periods of five (5) years each, unless Lessor and Lessee both sign an agreement indicating that the Lease is terminated.

3. **RENT.** Annual rent during the first year of the Term shall be Forty Four Thousand Four Hundred and 00/100 Dollars (\$44,400.00), to be paid in advance, in equal monthly installments of Three Thousand Seven Hundred and 00/100 Dollars (\$3,700.00) each, payable on the first day of each calendar month ("Rent"). Rent not paid on or before the 10th day of each month shall be subject to a late charge equal to 5% of the monthly installment. In addition to Rent, Lessee shall also pay to Lessor all applicable state sales tax. Rent shall be paid at 1020 Lake Sumter Landing, The Villages, FL 32162, or at such other place as Lessor may, from time to time, direct by written notice to Lessee. Commencing on the second January 1 to occur after the commencement of the Term, and

continuing on every anniversary of that date thereafter during the Term, Rent shall increase by a factor which is equal to the percentage increase in the Index (defined below), since the later of the commencement of the Term, or the last Rent escalation date. The "Index" is hereby stipulated to be the Consumer Price Index for All Urban Consumers: U.S. City average, all items issued by the United States Department of Labor. If the Index as now constituted, compiled and published shall be revised or ceases to be compiled and published during the Term, then the Bureau of Labor Statistics shall be requested to furnish a statement converting the Index to a figure that would be comparable to another index published by the Bureau of Labor Statistics and such other index shall then be used in computing the adjustment in Rent as provided herein.

4. **USE.** Lessee shall use the Premises for the operation of a utility and water system operation, control, management, and monitoring office. No other use shall be made of the Premises without the prior, written consent of Lessor.

5. **UTILITIES.** All utilities serving the Premises, including but not limited to electricity, water, gas, refuse and garbage service, sewage disposal charges, and janitorial service, shall be secured and paid for by Lessor.

6. **TAXES.** Lessee shall pay all sales taxes due on the Rent under this Lease, and all personal property taxes assessed against Lessee's property kept at the Premises. Lessor shall pay all real estate and ad valorem taxes imposed against the Premises when due and prior to delinquency.

7. **INSURANCE.** Lessor shall maintain fire and extended coverage insurance on the Premises, while Lessee must maintain its own coverage for the protection of its property kept at the Premises. In addition, Lessor shall procure, and pay the premiums on public liability insurance against any and all claims and demands resulting from injuries received in connection with the operation and maintenance of the Premises, with limits of not less than One Million Dollars (\$1,000,000.00), with Lessee shown on the policy as an additional insured. Lessee shall maintain workers' compensation insurance, providing coverage against injury to Lessee's employees on the Premises, as required by law.

The original of each such policy of insurance, or a complete duplicate, shall be delivered to the appropriate party, whether Lessor or Lessee, within thirty (30) days of the Effective Date, together with evidence that the premiums have been paid. Each policy shall contain a provision that it may not be canceled for any reason without prior, written notice to any additional insured. All policies shall be issued by insurers of recognized responsibility, which are licensed to do business in Florida.

8. **MAINTENANCE.** During the Term, Lessor shall maintain the structural integrity of the Building, the roof and the exterior of the Building, the plumbing, air conditioning and heating, electrical, and gas systems, the grounds (including landscaping and plantings), and the interior of the Building, and shall make any routine maintenance repairs not caused by the negligent or deliberate acts of Lessee, its agents, servants, or employees. Lessor shall deliver the Premises with electrical and plumbing in good working condition. Lessee shall be responsible to reimburse Lessor for one half (½) of the total cost of any structural repairs or capital improvements to the Premises, within thirty (30) days after written demand from Lessor to Lessee, accompanied by commercially reasonable evidence of the extent of such costs and descriptions of the purposes therefor. The Premises shall be returned to Lessor at the end of this Lease in as good a condition, or better, as existed when Lessee took possession, normal wear and tear excepted.

9. **ENTRY AND INSPECTION.** At any reasonable time, Lessor may enter the Premises and conduct an inspection to determine if Lessee is complying with the terms of this Lease. If such inspection reveals deficiencies, Lessor may, but shall not be obligated to, make such repairs, or take any other action as may be necessary to bring Lessee into compliance, and recover the cost thereof either from Lessee, in which case the costs shall be considered additional rent due immediately from Lessee.

10. **ADDITIONAL RENT.** All taxes, costs, charges and expenses which Lessee is required by this Lease to pay, together with all interest and penalties thereon which may accrue in

the event Lessee fails to pay such amounts, and all damages, costs and expenses (including attorney's fees) which Lessor may incur by reason of any failure by Lessee to comply with the terms of this Lease, shall be deemed to be additional rent, and in the event of nonpayment thereof by Lessee, the Lessor shall have the same rights and remedies with respect thereto as Lessor may have, at law, in equity, or under this Lease, for non payment of the Rent itself.

11. **ALTERATIONS AND IMPROVEMENTS.** No alterations or improvements shall be made to the Premises unless Lessor has first reviewed the plans and both Lessor and Lessee give its written consent. Any alterations or improvements made to the Premises shall become the property of Lessor at the expiration or earlier termination of this Lease, whether paid for by Lessor or by Lessee. All improvements and repairs must be performed by licensed contractors unless the Lessor first consents otherwise in writing.

12. **LIENS.** Lessee shall not have the power or authority to subject the Lessor's interest in the Premises to mechanics, laborers, or materialmen liens of any kind. Lessee will not permit the filing of any lien or claim of any kind against Lessor's interest during this Lease. If such a lien is filed, Lessee shall cause the Premises to be released therefrom within twenty (20) days of written demand by Lessor, either by payment in full, or by posting of bond which by law releases Lessor's interest from the legal effect of such lien.

13. **REPRESENTATIONS OF LESSOR.** In order to induce Lessee to enter into this Lease, the Lessor has made the following representations and no others:

A. Lessor has good title to the Premises, and the right to enter into this Lease without the joinder or consent of any other person or entity;

B. So long as Lessee performs all the covenants and agreements of this Lease, Lessee shall have quiet and undisturbed possession of the Premises; and

C. All plumbing and electric shall be functional at the time Lessee takes possession.

14. **REPRESENTATIONS OF LESSEE.** In order to induce Lessor to enter into this Lease, the Lessee has made the following representations, and no others:

A. Lessee has inspected the Premises and found them to be fit for its intended purposes;

B. Lessee is acting solely on its own behalf, and not on behalf of any third party or undisclosed principal whomsoever; and

C. Lessee will perform and abide by each and every term, covenant and agreement of this Lease.

15. **INDEMNITY.** Lessee hereby agrees to indemnify, protect, defend and save the Lessor harmless from and against any and all losses, damages, actions, fines, penalties, demands, liability and expense, including attorneys' fees and costs through litigation and all appeals (the "Claims"), in connection with the loss of life, personal injury and damage to property arising from or out of any occurrence in or upon the Premises. Nothing contained herein shall be construed to make Lessee liable for any injury or loss caused by the negligence or intentional act of Lessor or any agent or employee of Lessor. Lessor hereby agrees to indemnify, protect, defend and save the Lessee harmless from and against any and all Claims resulting from Lessor's negligence and intentional acts.

16. **DAMAGE BY FIRE OR CASUALTY.** In the event the Premises are damaged by fire or other casualty, Lessor shall, with all due diligence, repair the Premises, and the Rent due hereunder shall abate until repairs are completed, by the proportion by which the damage prevents Lessee's use of the Premises.

17. **NO WAIVER.** No failure by Lessor to exercise any remedy available to it in the event of a breach of this Lease by Lessee shall be deemed a waiver of any subsequent breach, whether of the same or a different provision of this Lease, nor shall it be considered a justification of any subsequent breach by Lessee. Acceptance of Rent by Lessor at any time when Lessee is in default shall not be construed as a waiver of such default, or of Lessor's right to seek remedy in accordance with this Lease on account of such default, nor shall any waiver or indulgence granted by Lessor to Lessee be taken as an estoppel against Lessor, it being expressly understood that if Lessee is in default and Lessor accepts Rent during the continuance of such default or fails promptly to avail itself of its remedies for such default, this shall not constitute a waiver of such default, but Lessor may at any time, if such default continues, seek remedy on account thereof. No waiver is deemed made unless expressed in writing and signed by the Lessor.

18. **DEFAULT.** In the event of a default by Lessee, other than a failure to pay Rent or additional rent, which default continues longer than thirty (30) days after the giving of written notice to Lessee by Lessor demanding that the default be cured, or if the circumstances reasonably requires a longer time, and Lessee has not commenced cure and diligently pursued same, Lessor may terminate this Lease and resume possession of the Premises immediately, or at its option Lessor may take such action and expend such sums as may be necessary to cure the default, and recover the cost to cure from the deposit or charge it to Lessee as additional rent.

Should Lessee fail to pay any Rent or additional rent due hereunder within fifteen (15) days of Lessee's receipt of written demand from Lessor, Lessor may retake possession of the Premises immediately, and terminate this Lease.

Upon termination of this Lease, Lessee shall surrender the Premises peaceably to Lessor immediately, and if Lessee fails to do so, it shall be deemed guilty of unlawful detainer of the Premises and be subject to remedies provided for that violation.

19. **REMEDIES CUMULATIVE.** Lessor's remedies under this Lease are cumulative, and no one remedy shall be exclusive, in law or equity, of any other rights which Lessor may have, and the exercise of one right or remedy shall not impair Lessor's standing to exercise any other right or remedy or claim against the Lessee.

20. **ASSIGNMENT.** This Lease may be assigned by Lessee, without prior written permission from Lessor, provided such assignee agrees to assume the terms and obligations contained in this Lease.

21. **MEMORANDUM.** Lessor or Lessee may, at its option, record a memorandum of this Lease in the Public Records of Sumter County, Florida, so as to alert third parties of the nature and duration of Lessee's interests in the Premises.

22. **ESTOPPEL CERTIFICATE.** At any time, upon request by Lessor, the Lessee agrees to execute a certificate stating:

A. That no default exists at the time on the part of Lessor, or setting forth the nature of the default if one does exist;

B. The termination date of this Lease; and

C. That Lessee's interest is inferior and subordinate to the lien of any mortgage now encumbering Lessor's interest in the Premises, or hereafter executed by Lessor.

23. **RELATIONSHIP OF PARTIES.** Nothing in this Lease shall be deemed to create a relationship of partnership, principal and agent, or any other relationship between the parties other than landlord and tenant. Lessee agrees that it shall not challenge the fee title of Lessor in the Premises or claim any interest superior thereto.

24. **COSTS AND FEES.** In the event it is necessary for Lessor to employ counsel to enforce the obligations of Lessee hereunder, then Lessee shall reimburse Lessor for the reasonable attorney's fees so incurred, whether or not suit is filed; and if a legal action is commenced by either party, the prevailing party shall be entitled to recover all such fees from the non prevailing party.

25. **GOVERNING LAW.** This Lease shall be applied and construed in accordance with the laws of Florida. Venue for any action hereunder shall be in Sumter County, Florida. The courts of the State of Florida shall have jurisdiction to hear and decide any and all disputes which arise under this Lease.

26. **NOTICES.** Any notice required by this Lease shall be in writing and shall be either delivered in person, or mailed by United States Mail, certified with return receipt requested and all postage charges prepaid. Any notice mailed in accordance with these standards to the proper address as set forth below shall be deemed to be effective upon the date of postmark, and any time period shall begin running as of that date, whether or not the notice is actually received.

Notices shall be given in the following manner, or in such other manner as may be directed by either party, in writing, from time to time:

A. To Lessor: North Sumter Utility Company, LLC  
1020 Lake Sumter Landing  
The Villages, Florida 32162

B. To Lessee: Central Sumter Utility Company, LLC  
1020 Lake Sumter Landing  
The Villages, Florida 32162

*And*

Sumter Water Conservation Authority  
1020 Lake Sumter Landing  
The Villages, Florida 32162

27. **CONSTRUCTION.** Any word in this Lease shall be read as either singular or plural, and as either masculine, feminine or neuter gender as the context may require. Captions are included for convenience only, and shall not be construed to limit, expand, or otherwise modify the text of this Lease in any manner.

28. **NATURE OF AGREEMENT.** This Lease sets forth the entire agreement of the parties; it takes precedence over all prior representations, negotiations and agreements, whether oral or written, which are deemed to have merged into this Lease and to have been extinguished to the extent not set forth specifically herein. The execution of this Lease has not been induced by either party by any representations, promises or understandings not expressed herein, and there are no collateral agreements, promises or undertakings whatsoever in any way touching on the subject matter of this Lease which are not expressly contained herein. This Lease may not be amended in any manner whatsoever, other than by written instrument signed by all parties hereto.

29. **BINDING EFFECT.** This Lease shall be binding on, and inure to the benefit of, not only Lessor, Lessee, but also their respective successors and assigns.

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

31. **DEFINED TERMS.** Capitalized terms not specifically defined herein shall have the meaning ascribed to them in the Lease.



WITNESSES:

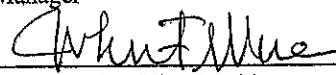
  
Print Name: Steven M. Roy

  
Print Name: W. Thomas Brooks

LESSOR:

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

BY: **THE VILLAGES OPERATING  
COMPANY,** a Florida corporation,  
its Manager

By:   
John F. Wise, Vice President

WITNESSES:

  
Print Name: Steven M. Roy

  
Print Name: W. Thomas Brooks

LESSEE:

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

BY: **THE VILLAGES OPERATING  
COMPANY,** a Florida corporation,  
its Manager

By:   
H. Gary Morse, Chief Executive Officer

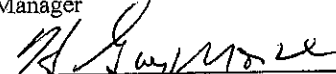
WITNESSES:

  
Print Name: Steven M. Roy

  
Print Name: W. Thomas Brooks

**SUMTER WATER CONSERVATION  
AUTHORITY, LLC,** a Florida limited liability  
company

BY: **THE VILLAGES OPERATING,  
COMPANY,** a Florida corporation,  
its Manager

By:   
H. Gary Morse, Chief Executive Officer

# SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT "A"  
SHEET 1 OF 2

## LEGAL DESCRIPTION

TRACT D, VILLAGES OF SUMTER KEY LARGO GOLF COURSE, AS RECORDED IN PLAT BOOK 9, PAGES 23 THROUGH 23C, INCLUSIVE, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

AND

THOSE PORTIONS OF TRACTS A AND C, VILLAGES OF SUMTER KEY LARGO GOLF COURSE, AS RECORDED IN PLAT BOOK 9, PAGES 23 THROUGH 23C, INCLUSIVE, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID TRACT A, THENCE ALONG THE BOUNDARY THEREOF THE FOLLOWING COURSES, N00°15'33"E, 991.07 FEET; THENCE S86°31'22"W, 157.38 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2,090.00 FEET AND A CHORD BEARING AND DISTANCE OF S28°25'59"W, 504.25 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°51'26", A DISTANCE OF 505.48 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 5,507.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°26'17", A DISTANCE OF 138.23 FEET; THENCE S00°15'28"W, 209.34 FEET; THENCE S37°58'03"W, 92.64 FEET; THENCE DEPARTING THE BOUNDARY OF TRACT A, S00°15'45"W, 78.90 FEET TO A POINT ON THE BOUNDARY OF SAID TRACT A; THENCE ALONG THE BOUNDARY OF TRACT A AND THE EASTERLY EXTENSION THEREOF, S89°44'27"E, 192.01 FEET; THENCE DEPARTING THE EASTERLY EXTENSION OF TRACT A, N00°15'33"E, 14.70 FEET TO THE WESTERLY EXTENSION OF THE BOUNDARY OF TRACT A; THENCE ALONG THE WESTERLY EXTENSION OF SAID TRACT A AND ALONG THE BOUNDARY THEREOF, THE FOLLOWING COURSES, S89°44'27"E, 195.67 FEET; THENCE S00°15'48"W, 77.41 FEET; THENCE S89°44'27"E, 145.01 FEET TO THE POINT OF BEGINNING.

## GENERAL NOTES

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY.
3. BEARINGS ARE BASED ON THE PLAT OF VILLAGES OF SUMTER KEY LARGO GOLF COURSE, PLAT BOOK 9, PAGES 23-23C, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

6/03/08  
DATE

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



**FERNER  
BARLEY**  
AND ASSOCIATES, INC.

4450 NE 83RD ROAD • WILLOWOOD, FL 34785 • (352) 746-3125

▲ ENGINEERS  
▲ SURVEYORS  
▲ PLANNERS  
LB 4709

# SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

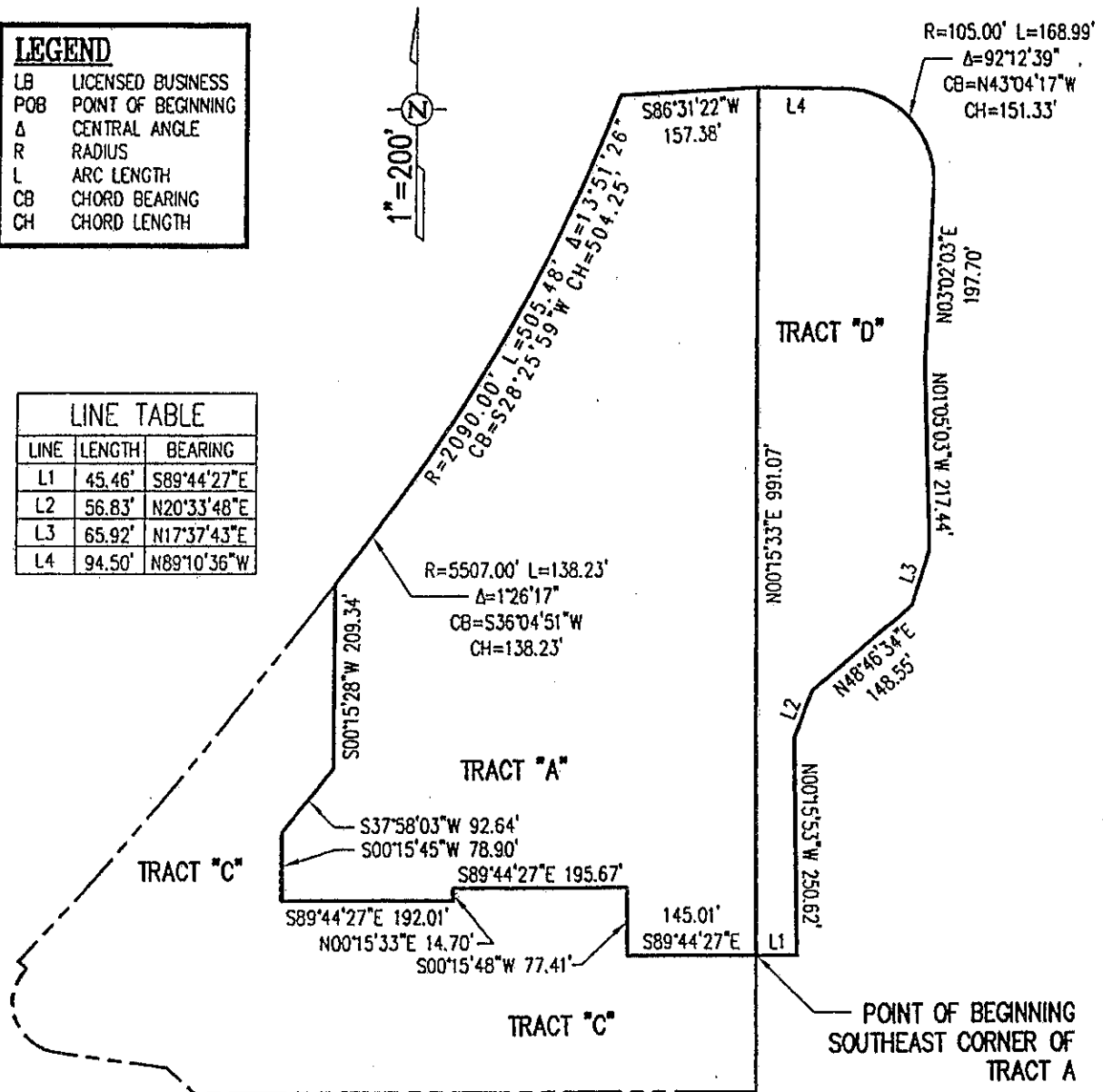
EXHIBIT "A"  
SHEET 2 OF 2

## LEGEND

LB LICENSED BUSINESS  
POB POINT OF BEGINNING  
Δ CENTRAL ANGLE  
R RADIUS  
L ARC LENGTH  
CB CHORD BEARING  
CH CHORD LENGTH

## LINE TABLE

LINE	LENGTH	BEARING
L1	45.46'	S89°44'27"E
L2	56.83'	N20°33'48"E
L3	65.92'	N17°37'43"E
L4	94.50'	N89°10'36"W



## GENERAL NOTES

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**FORNER  
BAILEY  
AND ASSOCIATES, INC.**

4450 NE 63RD ROAD • WILLOWOOD, FL 34785 • (352) 748-3126

▲ ENGINEERS  
▲ SURVEYORS  
▲ PLANNERS  
LB 4709

*SCHEDULE 2 TO EXHIBIT C*

*See Attached.*

## RECIPROCAL USE AGREEMENT

**THIS RECIPROCAL USE AGREEMENT** ("Agreement") is hereby entered into this 9<sup>th</sup> day of March, 2015 (the "Effective Date"), between **THE VILLAGES OF LAKE-SUMTER, INC.**, a Florida corporation, together with its licensees, successors and assigns, whose principal mailing address is 1020 Lake Sumter Landing, The Villages, Florida 32162 ("The Villages"); **CENTRAL SUMTER UTILITY COMPANY, LLC**, a Florida limited liability company, together with its licensees, successors and assigns, whose principal mailing address is 1020 Lake Sumter Landing, The Villages, Florida 32162 ("CSU"); and **SUMTER WATER CONSERVATION AUTHORITY, LLC**, a Florida limited liability company, together with its licensees, successors and assigns, whose principal mailing address is 1020 Lake Sumter Landing, The Villages, Florida 32162 ("SWCA"). CSU and SWCA are collectively referred to herein as "The Utility".

### RECITALS

A. CSU owns a portion of Tract B, Village of Sumter Buena Vista Corridor, according to the plat thereof, as recorded in Plat Book 12, Page 1, Public Records of Sumter County, Florida, upon which lies a water tower (the "CSU Water Tower").

B. CSU owns and operates a potable water and wastewater utility system, and SWCA owns and operates an irrigation and fire protection utility system. CSU and SWCA's utility systems are collectively referred to herein as the "Utility System".

C. CSU owns certain antennae and radio equipment located upon the CSU Water Tower and use them in connection with the operation of its Utility System. A list of all such antennae and equipment existing on the CSU Water Tower on the Effective Date are described in the attached *Exhibit "A"* (the "Equipment").

D. The Villages owns a combination of multiple wired paths (consisting of copper and fiber optic) capable of transporting various forms of communications to locations throughout the community generally known as "The Villages" (such combination of paths is referred to herein as the "Network").

E. The Utility uses its Equipment to collect wireless data transmissions from radio equipment located on facilities (referred to herein as "Subscriber Modules") that include (but are not limited to) irrigation pump stations, water plants, lift stations, and bleed down valves, and The Utility then transmits that data, from the Equipment, through the Network, to various end users. A diagram generally depicting The Utility's transmission of wireless data in connection with the operation of its Utility System is attached hereto as *Exhibit "B"*.

F. The Villages and The Utility wish to enter into an agreement whereby (i) The Villages would agree to continue to transport The Utility's data collected from CSU and SWCA Subscriber Modules to those locations on the Network as determined by The Utility, and in return (ii) The Utility would allow The Villages to utilize all excess Equipment capacity available from time to time, provided such utilization does not interfere with The Utility's use of the Equipment for the purpose of operating the Utility System.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, and other good and valuable consideration, receipt of which is acknowledged, The Villages and The Utility hereby agree as follows:

1. **Recitals.** The Recitals set forth above are true and correct and are incorporated herein by reference.

2. **Use, Maintenance, and Operation of Network.**

A. **Use.** The Utility shall be permitted to connect to and use the Network for the sole purpose of sending communications related to the operation of its Utility System. The Utility shall not use the Network for any other purpose not associated with the use and operation of the Utility System. The Utility shall ensure that its Network usage will not interfere with The Villages' operation of the Network. When using the Network, The Utility shall abide by all industry-accepted standards of usage, as well as all applicable federal, state and local codes and regulations.

B. **Maintenance and Repair.** The Villages shall maintain, repair, and replace all portions of the Network up to the points of connection to The Utility's Equipment or other property, and keep the Network continuously operating in good condition.

C. **Operation.** Subject to The Utility's use under this Agreement, The Villages covenants and agrees to operate the Network in accordance with all applicable laws and rules.

3. **Use, Maintenance, and Operation of Equipment.**

A. **Use.** The Villages shall be permitted to connect to and use the Equipment for any purpose for which the Equipment is made, and provided such use does not interfere with The Utility's use of the Equipment for the full operation of the Utility System. The Villages shall ensure that its Equipment usage will not interfere with The Utility's normal operation of the Equipment. When using the Equipment, The Villages shall abide by all industry-accepted standards of Equipment usage, as well as all applicable federal, state and local codes and regulations.

B. **Maintenance and Repair.** The Utility shall maintain, repair, and replace all portions of the Equipment, and keep the Equipment continuously operating in good condition.

C. **Operation.** Subject to The Villages' use under this Agreement, The Utility covenants and agrees to operate the Equipment in accordance with all applicable laws and rules. Further, The Utility covenants not to use the Equipment for any purpose not strictly related to or necessary for the full, proper operation of the Utility System.

4. **Interruptions in Service.**

A. **Network.** If The Villages fails to maintain, repair, or replace any damaged or inoperable portion of the Network to the extent that The Utility's communications are unable to be channeled through the Network, then The Utility shall give The Villages immediate notice, and The Villages shall commence repair within twenty four (24) hours, and then have a reasonable time thereafter to cure, provided The Villages acts with all due diligence. Should The Villages fail to cure and make the Network fully operable for The Utility's purpose, then upon not less than 48 hours notice to The Villages, The Utility shall be permitted (but not obligated) to take actions to repair the Network, and charge The Villages the cost therefor, plus ten percent (10%) for overhead. In such event, The Villages shall pay such cost to The Utility within ten (10) days of written demand.

B. **Equipment.** If The Utility fails to maintain, repair, or replace any damaged or inoperable portion of the Equipment to the extent that The Villages' use of the Equipment is frustrated, then The Villages shall give The Utility immediate notice, and The Utility shall commence repair within twenty four (24) hours, and then have a reasonable time thereafter to cure, provided The Utility acts with all due diligence. Should The Utility fail to cure and make the Equipment fully operable for The Villages' purpose, then upon not less than 48 hours notice to The Utility, The Villages shall be permitted (but not obligated) to take actions to repair the Equipment, and charge The Utility the cost therefor, plus ten percent (10%) for overhead. In such event, The Utility shall pay such cost to The Villages within ten (10) days of written demand.

C. **Termination for Failure to Cure.** In the event either party fails to cure an interruption in the Network or Equipment operation (as the case may be) after allowing a reasonable time to cure, then in addition to the self-help rights set forth above, the non-defaulting party shall be entitled to terminate this Agreement upon not less than sixty (60) days prior written notice to the other party.

5. **Access.** Upon either party's request, the non-requesting party shall allow the requesting party reasonable access to its Equipment, or Network, as the case may be, to inspect and ensure that the uses being made are in compliance with this Agreement and compatible with and not disturbing the full operation of the Network or Equipment. Neither The Villages nor The Utility shall make alterations to the other's Network or Equipment without the prior consent of the owner thereof, which shall not be unreasonably withheld or delayed.

6. **Term and Termination.**

A. **Term.** The term of this Agreement ("Term"), unless earlier terminated, shall commence upon the Effective Date and shall continue for a period of five (5) years. Thereafter, this Agreement shall automatically renew for successive periods of five (5) years, unless earlier terminated.

B. **Rights of Termination.** Each party shall have the right to terminate this Agreement upon not less than six (6) months prior written notice to the other party, for any reason whatsoever.

7. **Mutual Indemnification.** The Villages and The Utility shall each indemnify and hold the other harmless for all damages and personal injury, including death, resulting from such party's use of the other's Equipment or Network, as the case may be. This paragraph shall survive termination of this Agreement.

8. **Limitation of Liability.** Notwithstanding Section 7 above, neither party shall be liable to the other for any interruptions in Network or Equipment operation unless and until the defaulting party shall have received notice from the non-defaulting party, and been given a reasonable opportunity to cure the interruption. Also notwithstanding anything contained herein, neither party shall be liable to the other for any special, indirect, or consequential damages of any kind.

9. **Notices.** Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not when deposited in the United States Mail, postage prepaid, Certified or Registered Mail, addressed to the parties hereto at the respective addresses set out below, or at such other address as they have theretofore specified by written notice delivered in accordance herewith:

**The Villages:**

The Villages of Lake-Sumter, Inc.  
Attn: Kelsea Morse Manly  
1020 Lake Sumter Landing  
The Villages, FL 32162

**The Utility:**

Central Sumter Utility Company, LLC  
Attn: Trey Arnett  
1038 Lake Sumter Landing  
The Villages, FL 32162

**With a Copy to:**

Steven M. Roy, Esq.  
McLin & Burnsed P.A.  
1028 Lake Sumter Landing  
The Villages, FL 32162

Sumter Water Conservation Authority, LLC  
Attn: Trey Arnett  
1038 Lake Sumter Landing  
The Villages, FL 32162

10. **Force Majeure.** In the event that the performance of this Agreement by either party is prevented or interrupted in consequence of any cause beyond the control of either party, including but not limited to Acts of God or of the public enemy, war, national emergency, allocation or of other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, sinkhole or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping transmission or other facilities, governmental rules or acts or orders or restrictions or regulations or requirements, acts or action of any government or public or governmental authority or commission or board or agency or agent or official or officer, the enactment of any statute or ordinance or resolution or regulation or rule or ruling or order, order or decree or judgment or restraining order or injunction of any court, said party shall not be liable for such non-performance.



11. **Miscellaneous.**

A. The terms, provisions, covenants, and conditions contained in this Agreement shall apply to, inure to the benefit of, and be binding upon, the parties hereto and upon their respective heirs, legal representatives, successors and permitted assigns except as otherwise herein expressly provided.

B. The captions inserted in this Agreement are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Agreement or any provision hereof, or in any way affect the interpretation of this Agreement.

C. This Agreement may not be altered, changed or amended except by an instrument in writing signed by both parties hereto.

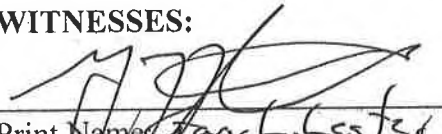
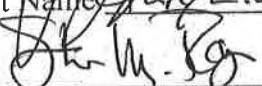
D. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties of this Agreement that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

E. This Agreement and the rights and obligations of the parties arising hereunder shall be construed in accordance to the laws of the State of Florida.

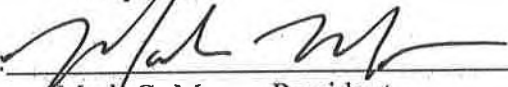
**IN WITNESS WHEREOF,** The Villages and the Utility has executed this Reciprocal Use Agreement the day and year first written above.

**THE VILLAGES:**

**WITNESSES:**

  
Print Name: Gary L. Lester  
  
Print Name: Steven M. Roy

**THE VILLAGES OF LAKE-SUMTER, INC.,**  
a Florida corporation

By:   
Mark G. Morse, President

**WITNESSES:**

Casey D. Lewis  
Print Name: Casey D. Lewis

Meg Mosher  
Print Name: Meg Mosher

**THE UTILITY:**

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

BY: **THE VILLAGES OPERATING  
COMPANY**, a Florida corporation,  
its Manager

By: Gary L. Moyer  
Gary L. Moyer, Vice President

**WITNESSES:**

Casey D. Lewis  
Print Name: Casey D. Lewis

Meg Mosher  
Print Name: Meg Mosher

**SUMTER WATER CONSERVATION  
AUTHORITY, LLC**, a Florida limited liability  
company

BY: **THE VILLAGES OPERATING  
COMPANY**, a Florida corporation,  
its Manager

By: Gary L. Moyer  
Gary L. Moyer, Vice President

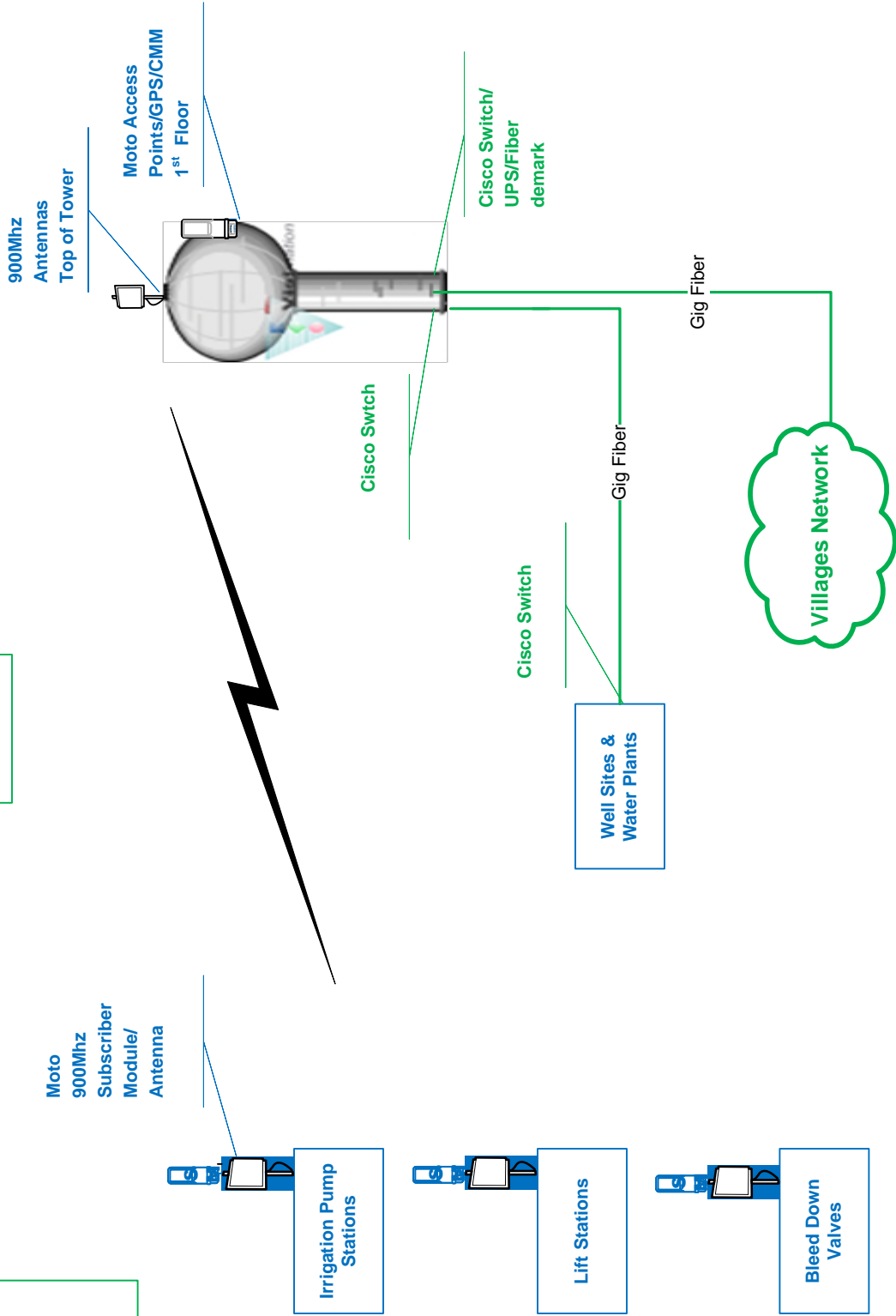
**Exhibit "A"**

CSU Water Tower 900 MHz Radio Equipment

Equipment Installed	Qty	Manufacturer	Model	AP ID (Color Code)
CSU Water Tower Alpha North AP	1	Cambium Networks	9000APC	27
CSU Water Tower SE AP	1	Cambium Networks	9000APC	28
CSU Water Tower SW AP	1	Cambium Networks	9000APC	29
CSU Water Tower CMM	1	Cambium Networks	CMMMico	
120 deg Antennas	3		HG913P-120	
18" Lightning Dissipater	3			
Surge Suppressors	3	Cambium Networks		
GPS Sync	1	Cambium Networks		

Typical CSU Communications

Exhibit B



CSU Owned = Blue  
The Villages Owned = Green

*SCHEDULE 3 TO EXHIBIT C*

*See Attached.*

## SITE LEASE AGREEMENT

This **SITE LEASE AGREEMENT** (this "Lease") is effective the 4th day of June, 2018 (the "**Effective Date**") by and between Central Sumter Utility Company, LLC, a Florida limited liability company whose address is 1020 Lake Sumter Landing, The Villages, Florida 32162 ("**Landlord**") and T-Mobile South LLC, a Delaware limited liability company, 12920 SE 38<sup>th</sup> Street, Bellevue, WA 98006 ("**Tenant**").

Landlord and Tenant agree to the following:

1. **Property Description.** Landlord is the owner of the real property located at or near 3579 Buena Vista Blvd, The Villages, Florida 32163 with the Sumter County Parcel ID number G03-501 as further described on **Exhibit "A"** (the "**Property**"). The Property includes the water tower which is owned by Landlord (the "Water Tower"). The Property also includes the premises being leased by Tenant hereunder, which is comprised of approximately 12' x 20' (240) square feet, additional portions of the Property which Tenant requires for the use and operation of its facilities, and certain spaces on the Water Tower for its antenna equipment (the "**Premises**") as depicted on the attached **Exhibit "B"**.
2. **Landlord Cooperation.** During the Term (as defined below), Landlord shall reasonably cooperate with Tenant's due diligence activities, which shall include, but not be limited to, access to the Property for inspections, testing, and permitting related to the Permitted Uses (as defined below). Landlord authorizes Tenant to sign, file, submit and obtain all zoning, land use and other applications for permits, licenses and approvals required for the Permitted Uses from all applicable governmental and quasi-governmental entities (collectively, the "**Governmental Approvals**"). Landlord's cooperation shall include the prompt execution and delivery of any documents necessary to obtain and maintain Government Approvals or utility services. Additionally, Landlord shall not take any actions which are in conflict with or unreasonably interfere with Tenant's Governmental Approvals.
3. **Antenna Facilities and Permitted Uses.**
  - a) Tenant leases the Premises for the placement of equipment, personal property and improvements associated with Tenant's wireless communications business (the "**Antenna Facilities**") as shown on **Exhibit "B"**. Furthermore and subject to Section 4 herein, the Premises may be used for the construction, installation, operation, maintenance, repair, addition, modification, upgrading, removal or replacement of any and all Antenna Facilities (the "**Permitted Uses**") for no fee or additional consideration. The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant, at its expense, may use any and all reasonable means as Tenant deems reasonably necessary to control, secure or restrict access to the Antenna Facilities. The foregoing right to control, secure and restrict access to Tenant's Antenna Facilities shall not adversely affect the right and ability of Landlord to allow other third parties access to the Water Tower and Property for the purpose of installing, maintaining or repairing Landlord or third party antenna and ground facilities as long as Landlord or third parties' actions do not adversely affect the operations, equipment or structures of Tenant pursuant to Section 7 herein.
  - b) Notwithstanding the foregoing sub-section, any portions of the Antenna Facilities that Tenant does not remove within one hundred and twenty (120) days after the end of the Term shall be deemed abandoned and owned by Landlord, and Tenant shall indemnify Landlord for any third party claims thereto, and Tenant shall, upon Landlord's request, reimburse Landlord for all reasonable costs incurred by Landlord to remove such portions of the Antenna Facilities and restore the Property to the same condition as exists on the Effective Date (normal wear and tear excepted).

c) Landlord hereby waives any and all lien rights it may have concerning the Antenna Facilities. If necessary to maintain service, Tenant shall have the right to locate a cell-on-wheels, or other temporary antenna facility on the Property. Landlord shall cooperate with the placement of the temporary facility at a mutually acceptable location.

d) Tenant agrees to maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Tenant further agrees to repair any damage to the Property or the Easements resulting from Tenant's construction, installation, maintenance, repair or modification of the Antenna Facilities or utility-related equipment and restore the damaged portions of the Premises so that it is in the same condition as it was immediately prior to the damage being caused. Tenant shall use commercially reasonable effort to install all utilities underground, dependent on utility company's willingness and ability to install utilities underground.

#### 4. Landlord Right to Review.

a) Prior to initial installation of the Antenna Facilities or utility-related equipment on the Premises, Tenant shall supply Landlord with plans and specifications of such Antenna Facilities and utilities equipment, as well as a structural analysis of such proposed plans and specifications completed by a Florida certified engineering firm, to be reviewed and approved by Landlord prior to the commencement of construction (collectively the "Plans"). Landlord's approval will not be unreasonably withheld, conditioned or delayed (and in no event delayed beyond twenty (20) days). After Landlord's (i) failure to respond in writing to Tenant's Plans within twenty (20) days of receipt; or (ii) failure to provide a written response within ten (10) days of receipt of Plans which have been revised by Tenant after comment from Landlord in accordance with this paragraph, the Plans will be deemed approved. After approval or deemed approved, the Plans will be incorporated into this Lease as part of **Exhibit "B"**.

b) Tenant maintains the right to perform routine maintenance, repairs and replacements to the Antenna Facilities and utility-related equipment; provided however, in the event any such changes, in Landlord's reasonable opinion, affect the exterior appearance of the Property (including the Water Tower) and/or are upgrades to the formerly submitted and approved Plans, and/or adversely affect other user's operations on the Property (or the operations of the adjoining property owners), then Tenant shall submit plans for Landlord's approval, in the same manner as for the initial construction.

#### 5. Lease Term.

a) The Initial Term of the Lease shall be five (5) years commencing upon the earlier of: (a) the date that Tenants commences installation of equipment on the Premises; or (b) July 15, 2018 (the "**Commencement Date**") and ending on the day immediately preceding the fifth (5<sup>th</sup>) anniversary of the Commencement Date (the "**Initial Term**"). The Initial Term, together with any Renewal Terms and Extended Periods are referred to collectively as the "**Term**." Tenant shall send prompt written notice to Landlord following the commencement of installation of equipment on the Premises which gives the exact date that installation began.

b) The Initial Term shall automatically renew for five (5) successive renewal terms of five (5) years each (each a "**Renewal Term**"), provided, however, that Tenant may elect not to renew by providing at least ninety (90) days' notice prior to the expiration of the then current Term.



c) Upon the expiration of the final Renewal Term, Tenant shall have the right to continue to occupy the Premises and the Term shall automatically extend for up to nine (9) successive one (1) year periods (each, an "**Extended Period**"). Landlord may terminate the renewal of any Extended Period by delivery of notice at least six (6) months prior to the end of the then current Extended Period. Tenant may terminate any Extended Period at any time by delivery of notice to Landlord.

## **6. Rent/Other Charges.**

a) Upon the Commencement Date, Tenant shall pay Landlord rent in the amount of Two Thousand Five Hundred dollars (\$2,500.00) per month (the "**Rent**"). Tenant shall deliver Rent to Landlord at the address specified in Section 15, or by electronic payment. The first Rent payment shall be due within thirty (30) days after the Commencement Date. Subsequent Rent shall be payable by the fifth day of each month.

b) During the Term, Rent shall increase annually on each anniversary of the Commencement Date by an amount equal to three percent (3%) of the Rent in effect during the immediately preceding lease year.

c) Rent for any partial month shall be prorated on a per day basis, based on the number of days in the month in question. Landlord shall cooperate with Tenant regarding the use of any electronic rent payment systems or the provision of any associated documentation. Tenant may condition payment of Rent and any other sums payable under this Lease upon Tenant's receipt of a duly completed IRS form W-9, or similar governmental form.

d) Any charges payable under this Lease other than Rent shall be billed by Landlord to Tenant within twelve (12) months from the date the charges were incurred or due; otherwise the charges shall be deemed time-barred and forever waived and released by Landlord.

## **7. Interference.**

(a) Tenant shall not interfere with the radio frequency communications of Landlord or any of Landlord's existing tenants or any of the equipment or frequencies located or utilized at the fire station on the adjoining property as of the Effective Date. Any such interference shall be deemed a material breach of this Lease by Tenant and Tenant will cause such interference to cease within forty-eight (48) hours after receipt of notice of interference from Landlord. In the event any such interference does not cease within the aforementioned cure period, Tenant shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected. Landlord shall have the right to exercise all legal and equitable rights and remedies to end the interference following the cure period if such interference still exists.

(b) After the Effective Date, Landlord shall not grant a lease, license or any other right to any third party or take any action on the Property if the exercise of such grant or taking of such action adversely affects or interferes with the operations of Tenant as such operations are being performed by Tenant on the date of the third party lease, license or grant of right or the action being taken by Landlord, respectively. Any such interference shall be deemed a material breach of this Lease by Landlord and Landlord will cause such interference to cease within forty-eight (48) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period, Landlord shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected. Tenant shall have the



right to exercise all legal and equitable rights and remedies to end the interference following the cure period if such interference still exists.

#### **8. Utility Services.**

a) Subject to the limitations found herein, Tenant shall have the right to install new utility-related equipment, including a generator, optical fiber facilities, and alternative energy related equipment, to service its Antenna Facilities, or cell-on-wheels on the Property (collectively, the "**Utility Facilities**").

b) Tenant will be responsible for securing its own metered electrical supply and paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises directly to the utility provider.

#### **9. Access and Easements.**

a) Landlord agrees that Tenant shall have free access to the Premises described in **Exhibit "B"** for the purpose of installing and maintaining the Antenna Facilities between the hours of 8 a.m. to 6 p.m., Monday through Sunday, on foot or motor vehicle, including trucks. It is agreed however, that only authorized engineers, employees or authorized contractors of Tenant or persons under their direct supervision will be permitted to enter said Premises. In the event of emergency, Tenant shall have access to the Premises without notice to Landlord twenty-four (24) hours a day, seven (7) days a week, at no charge. For non-emergency access, Tenant shall provide Landlord with twenty-four (24) hours' notice before Tenant accesses the Premises.

b) Landlord grants Tenant, at no additional Rent or charge, a non-exclusive easement on, over and across the portions of the property described in the attached **Exhibit "C-1"** for ingress and egress from the nearest public right-of-way, Buena Vista Boulevard, to the Premises (the "Ingress/Egress Easement") and a non-exclusive easement under, over or across (subject to the limitations set forth in Section 3(d) herein) the property described in the attached **Exhibit "C-2"** for the installation and maintenance of underground utilities, fiber optic wires, poles, cables, pipes and any Utilities Facilities necessary for the Permitted Uses (the "Utilities Easement")(collectively, the "**Easements**"). Landlord shall not modify, interrupt or interfere with any communications, electricity, or other utility equipment and easements serving the Property, except with the prior written approval of Tenant.

**10. Termination.** Tenant may terminate this Lease without further liability, upon thirty (30) days prior written notice to Landlord, for any of the following reasons: (i) changes in local or state laws or regulations which materially adversely affect Tenant's ability to operate on the Premises; (ii) a Federal Communications Commission ("**FCC**") ruling or regulation that materially adversely affects Tenant's ability to operate on the Premises and that is beyond the control of Tenant; (iii) technical or economic reasons which materially adversely affect Tenant's ability to operate on the Premises and which are beyond the reasonable control of Tenant; or (iv) if Tenant is unable, despite its due diligence, to obtain or maintain any Governmental Approval required for the construction or operation of Tenant's Antenna Facilities. Either Tenant or Landlord may terminate this Lease in the instance of a breach of this Lease by the other party pursuant to Section 12 ("Default and Right to Cure") herein.

**11. Casualty and Condemnation.** If the Premises or Antenna Facilities are damaged or destroyed by wind, fire or other casualty, Tenant shall be entitled to negotiate, compromise, receive and retain all proceeds

of Tenant's insurance and other claims and Tenant may terminate the Lease by written notice to Landlord. If the Premises, any Easements or Antenna Facilities are taken or condemned by power of eminent domain or other governmental taking, then: (a) Tenant shall be entitled to negotiate, compromise, receive and retain all awards attributable to (i) the Antenna Facilities, (ii) Tenant's leasehold interest in the Property, (iii) any moving or relocation benefit available to Tenant and (iv) any other award available to Tenant that is not attributable to Landlord's title to or interest in the Property. If the Antenna Facilities are not operational due to casualty or condemnation, Tenant shall have the right to abate the Rent for that period time. In addition and under such circumstances, Tenant may terminate the Lease by thirty (30) days written notice to Landlord pursuant to Section 10 herein.

## **12. Default and Right to Cure.**

a) The following will be deemed a default by Tenant and a breach of this Lease: (i) non-payment of Rent or other monies owed hereunder if such Rent or other payment due hereunder remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; (ii) Tenant's failure to cure an interference problem as required by Section seven (7) of this Lease within forty-eight (48) hours after written notice of such interference or (iii) Tenant's failure to perform any other term or condition under this Lease within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist under part (iii) immediately above if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

b) The following will be deemed a default by Landlord and a breach of this Lease: (i) Landlord's failure to provide access to the Premises as required and described herein; (ii) Landlord's failure to cure an interference problem as required by Section seven (7) of this Lease within forty-eight (48) hours after written notice of such failure; or (iii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Lease within forty-five (45) days of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from monies due to Landlord from Tenant; and (ii) any and all other rights available to it under law and equity.

**13. Taxes.** Landlord shall pay when due all real estate taxes and assessments for the Property, including the Premises. Notwithstanding the foregoing, Tenant shall reimburse Landlord for any personal property tax and real estate taxes paid for by Landlord which are solely and directly attributable to the presence or installation of Tenant's Antenna Facilities during the Term, including any increase in real estate taxes at the Property which the taxing authority demonstrates arises from Tenant's improvements and/or Tenant's use of the Premises. Tenant shall also reimburse Landlord for any sales tax imposed on the rent (except to the extent that Tenant is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located). Landlord shall provide prompt and timely notice of any tax or assessment for which Tenant is liable. Tenant shall have the right to challenge any tax or assessment and Landlord shall cooperate with Tenant regarding such challenge. Any tax or assessment which is not challenged by Tenant or which has been challenged and has been found to be valid by the controlling tax authority shall be paid to

Landlord within sixty (60) days of Tenant's receipt of notice from Landlord or receipt of notice of final determination concerning the tax challenge from the controlling tax authority, respectively.

**14. Insurance and Subrogation and Indemnification.**

a) During the Term, Tenant and Landlord each shall maintain Commercial General Liability Insurance in amounts of One Million and no/100 Dollars (\$1,000,000.00) per occurrence and Two Million and no/100 Dollars (\$2,000,000.00) aggregate for injury, including death, or property damage or destruction which occurs on the Premises to each party or their respective employees, agents or independent contractors.

b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of an insured loss, neither party's insurance company shall have a subrogated claim against the other party.

c) Subject to the property insurance waivers set forth in the preceding subsection (b), Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liabilities, including reasonable attorneys' fees, to the extent caused by or arising out of: (i) any negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants or subtenants of the indemnifying party, (ii) any spill or other release of any Hazardous Substances (as defined below) on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants or subtenants of the indemnifying party, or (iii) any breach of any obligation of the indemnifying party under this Lease. The indemnifying party's obligations under this subsection are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party and the indemnified party's granting it the right to control the defense and settlement of the same.

d) Tenant shall not be responsible or liable to Landlord or any third party for any claims, damages, costs, expenses, including liens, fines, penalties or other enforcement actions, attributable to any pre-existing violations of applicable laws, codes, ordinances or other regulations relating to the Property (collectively, "Pre-Existing Violations"). To the extent Tenant is or may be required to cure such Pre-Existing Violations in order to obtain any Governmental Approvals for its Permitted Uses of the Premises, however, Tenant shall have the right, but not the obligation, to cure such Pre-Existing Violations and deduct the curative costs from Rent payable under this Lease.

e) The provisions of subsections (b) and (c) above shall survive the expiration or termination of this Lease.

**15. Notices.** All notices, requests, demands and other communications shall be in writing and shall be effective three (3) business days after deposit in the U.S. mail, certified, return receipt requested or upon receipt if personally delivered or sent via a nationally recognized courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.



**If to Tenant, to:**

T-Mobile USA, Inc.  
12920 SE 38th Street  
Bellevue, WA 98006  
Attn: Lease Compliance/A2E1605E

**If to Landlord, to:**

Central Sumter Utility Company, LLC  
1020 Lake Sumter Landing  
The Villages, Florida 32162

**Copy To:**

Elizabeth Lester Martin, Esq.  
1020 Lake Sumter Landing  
The Villages, Florida 32162

**Per the W-9 Form Rent is to be paid to:**

Central Sumter Utility Company, LLC  
1020 Lake Sumter Landing  
The Villages, Florida 32162

**16. Quiet Enjoyment, Title and Authority.** Landlord covenants and warrants that: (a) Landlord has full right, power and authority to execute and perform this Lease and to grant Tenant the leasehold interest and Easements contemplated under this Lease; (b) Landlord has good and unencumbered title to the Property, free and clear of any liens or Mortgages (defined below) which will interfere with Tenant's Permitted Uses and any rights under this Lease; (c) the execution and performance of this Lease shall not violate any laws, ordinances, covenants, or the provisions of any Mortgage, lease, or other agreement binding on Landlord; (d) Tenant's use and quiet enjoyment of the Premises will not be disturbed; and (e) Landlord will be responsible, at its sole cost and expense, for maintaining all portions of the Property in good order and condition and in compliance with all applicable laws, including without limitation, the roof, any support structure owned by Landlord, HVAC, plumbing, elevators, landscaping and common areas.

**17. Environmental Laws.** Landlord and Tenant shall comply with all federal, state and local laws in connection with any substances brought onto the Property that are identified by any law, ordinance or regulation as hazardous, toxic or dangerous (collectively, the "**Hazardous Substances**"). Tenant agrees to be responsible for all losses or damage caused by any Hazardous Substances that it may bring onto the Property and will indemnify Landlord for all such losses or damages. Landlord agrees to be responsible for all losses or damage caused by any Hazardous Substances on or entering the Property, except those brought onto the Property by Tenant, and will indemnify Tenant for all such losses or damages including the cost of any investigation or remediation, or other actions required to comply with applicable law. Landlord represents that it has no knowledge of any Hazardous Substances on the Property.

**18. Assignment.**

a) Tenant shall have the right to assign this Lease and its rights herein, in whole or in part, to any of its affiliates, principles or subsidiaries of its principals, without the Landlord's consent, provided that the assignee assumes, recognizes and also agrees to become responsible to Landlord for the performance of all terms and conditions of this Lease to the extent of such assignment. Any other assignment shall require Landlord's prior written consent.

b) Landlord shall have the right to assign and transfer this Lease only to a successor owner of the Property or to Landlord's affiliates or subsidiaries including, but not limited to, The Villages Operating

Company and The Villages of Lake-Sumter, Inc. Only upon Tenant's receipt of written verification of a sale, transfer of the Property or assignment to one of Landlord's affiliates or subsidiaries shall Landlord be relieved of all liabilities and obligations and Tenant shall look solely to the new landlord for performance under this Lease. Until Tenant receives required information and documents, Tenant shall not be responsible for any failure to make payments under this Lease and reserves the right to hold payments due under this Lease. Subject to Landlord's right to assign this Lease to one of its affiliates or subsidiaries, Landlord shall not attempt to assign, or otherwise transfer this Lease separate from a transfer of ownership of the Property (the "**Severance Transaction**"), without the prior written consent of Tenant, which consent may be withheld or conditioned in Tenant's sole discretion.

**19. Relocation.** Landlord must provide Tenant at least six (6) months written notice of any repairs, maintenance or other work which it performs, which is performed at its direction, or of which it has actual knowledge (the "**Work**") during the Term of the Lease which would require the temporary relocation of the Antenna Facilities. Landlord agrees that the Work will not interfere with or alter the quality of the services provided by the Antenna Facilities. Landlord will reimburse Tenant for all reasonable expenses incurred by Tenant required to accommodate the Work, excluding expenses for loss of revenue or other consequential, special, indirect or incidental costs or expenses which are not directly related to the actual costs expended to accommodate the Work.

**20. Marking and Lighting Requirements.** Landlord shall be responsible for compliance with all applicable marking and lighting requirements of the Federal Aviation Administration and the FCC with regards to the Water Tower. Landlord shall indemnify and hold Tenant harmless from any fines or other liabilities caused by Landlord's failure to comply with these requirements.

**21. Mechanic's Liens.** Tenant will not subject Landlord's interest in the Property to any mechanic's lien or any other lien whatsoever. If any mechanic's lien or other lien, charge or order for payment of money is filed as a result of the act or omission of Tenant in connection with this Lease, Tenant will cause such lien, charge or order to be discharged or appropriately bonded or otherwise reasonably secured within sixty (60) days after notice from Landlord thereof. If Tenant fails to cause the lien or encumbrance to be secured within the sixty (60) days period, then Landlord will be entitled to do so at Tenant's expense.

**22. Miscellaneous.**

a) The prevailing party in any litigation or other legal proceedings arising under this Lease (including any appeals and any insolvency actions) shall be entitled to reimbursement from the non-prevailing party for reasonable attorneys' fees and expenses.

b) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements with respect to the subject matter and Property. Any amendments to this Lease must be in writing and executed by both parties.

c) Landlord agrees to cooperate with Tenant in executing any documents which Tenant deems necessary to insure and protect Tenant's rights in, or use of, the Premises. Landlord shall execute and deliver: (i) a Memorandum of Lease in substantially the form attached as **Exhibit D**; and (ii) if the Property is encumbered by a deed, mortgage or other security interest (each, a "**Mortgage**"), a subordination, non-disturbance and attornment agreement using Tenant's form.

d) This Lease shall be construed in accordance with the laws of the state or territory in which the Property is located, without regard to the principles of conflicts of law.

e) If any term of this Lease is found to be void or invalid, the remaining terms of this Lease shall continue in full force and effect. Any questions of particular interpretation shall be interpreted as to their fair meaning.

f) Each party hereby represents and warrants to the other that this Lease has been duly authorized, executed and delivered by it, and that no consent or approval is required by any lender or other person or entity in connection with the execution or performance of this Lease.

g) If either party is represented by any broker or any other leasing agent, such party is responsible for all commission fee or other payment to such agent.

h) This Lease and the interests granted herein shall run with the land and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

i) This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this Lease shall legally bind the parties to the same extent as original documents.

j) Except for the indemnity obligations set forth herein, and notwithstanding anything to the contrary in this Lease, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

k) WAIVER OF JURY TRIAL. EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY AND VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE OR THE TRANSACTIONS IT CONTEMPLATES.

l) In accordance with Florida Law, the following statement is hereby made: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

m) Tenant agrees to comply with all federal, state and local laws, order, rules and regulations applicable to Tenant's use of the Antenna Facilities on the Premises.

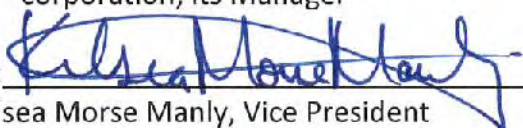
[SIGNATURES ON FOLLOWING PAGE]



IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

**LANDLORD: CENTRAL SUMTER UTILITY COMPANY, LLC,**  
a Florida limited liability company

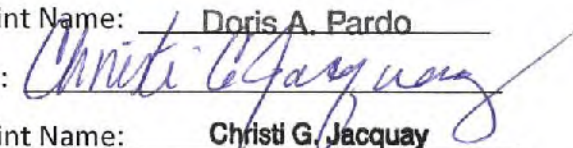
BY: THE VILLAGES OPERATING COMPANY, a  
Florida corporation, its Manager

By:   
Kelsea Morse Manly, Vice President

**WITNESSES:**

By: 

Print Name: Doris A. Pardo

By: 

Print Name: Christi G. Jacquay

**TENANT: T-Mobile South LLC**

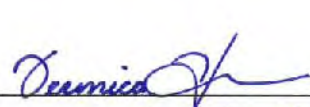
By: 

Print Name: Tim B. Chandler

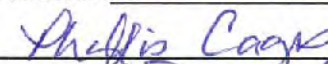
Title: Sr. Director, Network Engineering & Ops.

Date: June 4, 2018

**WITNESSES:**

By: 

Print Name: Veronica Yarrow

By: 

Print Name: Phyllis CAGES

**EXHIBIT A**  
**Legal Description**

At or near the property address of 3579 Buena Vista Blvd., The Villages, FL 32163  
Assessor's tax parcel number of G03-501

**The Property is legally described as follows:**

**PARENT TRACT DESCRIPTION**

THAT PORTION OF TRACT B, VILLAGES OF SUMTER BUENA VISTA CORRIDOR AS RECORDED IN PLAT BOOK 12, PAGES 1 THROUGH 1D, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, LYING WITHIN SECTION 9, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 9 RUN N00° 29' 33"E, ALONG THE EAST LINE THEREOF A DISTANCE OF 1,328.62 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 9 AND A POINT ON THE BOUNDARY OF SAID TRACT B; THENCE DEPARTING SAID EAST LINE AND ALONG SAID BOUNDARY THE FOLLOWING COURSES: N89° 36' 18"W, 267.70 FEET; THENCE S00° 31' 39"W, 291.96 FEET; THENCE DEPARTING SAID BOUNDARY, N89° 30' 27"W, 192.00 FEET TO THE POINT OF BEGINNING; THENCE S53° 25' 30"W, 169.41 FEET; THENCE N48° 22' 59"W, 102.98 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 155.93 FEET AND A CHORD BEARING AND DISTANCE OF N34° 23' 36"E, 84.87 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 31° 34' 54", A DISTANCE OF 85.95 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2,553.57 FEET AND A CHORD BEARING AND DISTANCE OF N47° 35' 51"E, 72.14 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01° 37' 08", A DISTANCE OF 72.15 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 162.83 FEET AND A CHORD BEARING AND DISTANCE OF N58° 44' 10"E, 65.01 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23° 01' 43", A DISTANCE OF 65.45 FEET; THENCE S25° 08' 17"E, 132.39 FEET TO THE POINT OF BEGINNING. CONTAINING 0.57 ACRES, MORE OR LESS.

TOGETHER WITH THAT CERTAIN NON-EXCLUSIVE APPURTENANT EASEMENT FOR INGRESS & EGRESS AS RECORDED IN OFFICIAL RECORDS BOOK 2458, PAGE 783 OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.



## EXHIBIT B

Subject to the terms and conditions of this Lease, the location of the Premises and Antenna Facilities area described and depicted as shown below and in the immediately following attachment(s).

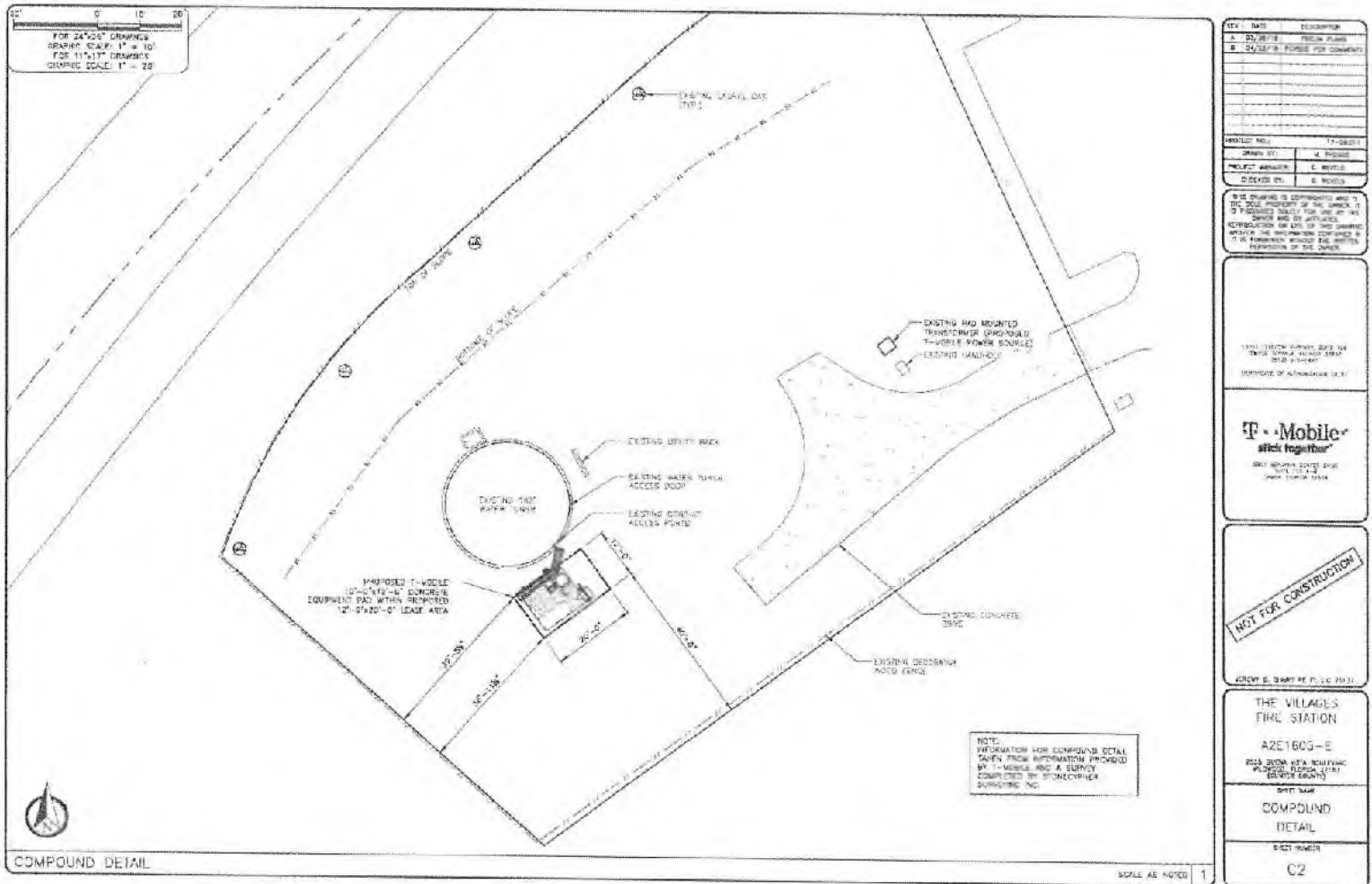
However, it is expressly agreed and understood by and between the Landlord and Tenant that the exact and precise location of the Tenant's Antenna Facilities are subject to review and approval by the planning and/or zoning Boards having jurisdiction over the Property. Changes to the location of the Antenna Facilities due to government requirements shall be subject to Section 4 in the Lease.

### **T-MOBILE LEASE PARCEL DESCRIPTION**

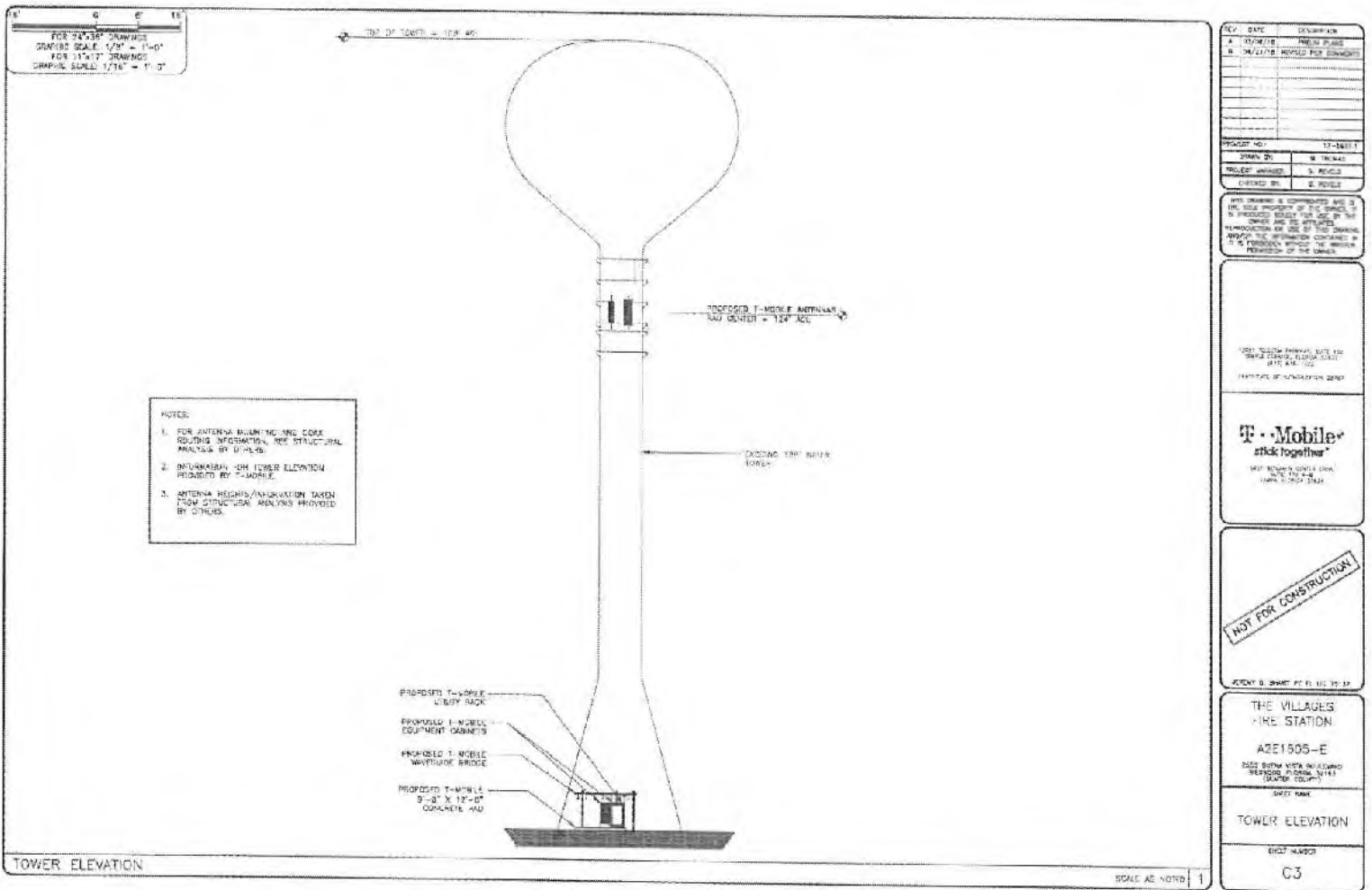
THAT PORTION OF TRACT B, VILLAGES OF SUMTER BUENA VISTA CORRIDOR AS RECORDED IN PLAT BOOK 12, PAGES 1 THROUGH 1D, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, LYING WITHIN SECTION 9, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 9 RUN N00° 29' 33"E, ALONG THE EAST LINE THEREOF A DISTANCE OF 1,328.62 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 9 AND A POINT ON THE BOUNDARY OF SAID TRACT B; THENCE DEPARTING SAID EAST LINE AND ALONG SAID BOUNDARY THE FOLLOWING COURSES: N89° 36' 18"W, 267.70 FEET; THENCE S00° 31' 39"W, 291.96 FEET; THENCE DEPARTING SAID BOUNDARY, N89° 30' 27"W, 192.00 FEET; THENCE S53° 25' 30"W, 120.00 FEET; THENCE N36° 34' 30"W, 40.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE S53° 25' 30"W, 20.00 FEET; THENCE N36° 34' 30"W, 12.00 FEET; THENCE N53° 25' 30"E, 20.00 FEET; THENCE S36° 34' 30"E, 12.00 FEET TO THE POINT OF BEGINNING. CONTAINING 240 SQUARE FEET, MORE OR LESS.

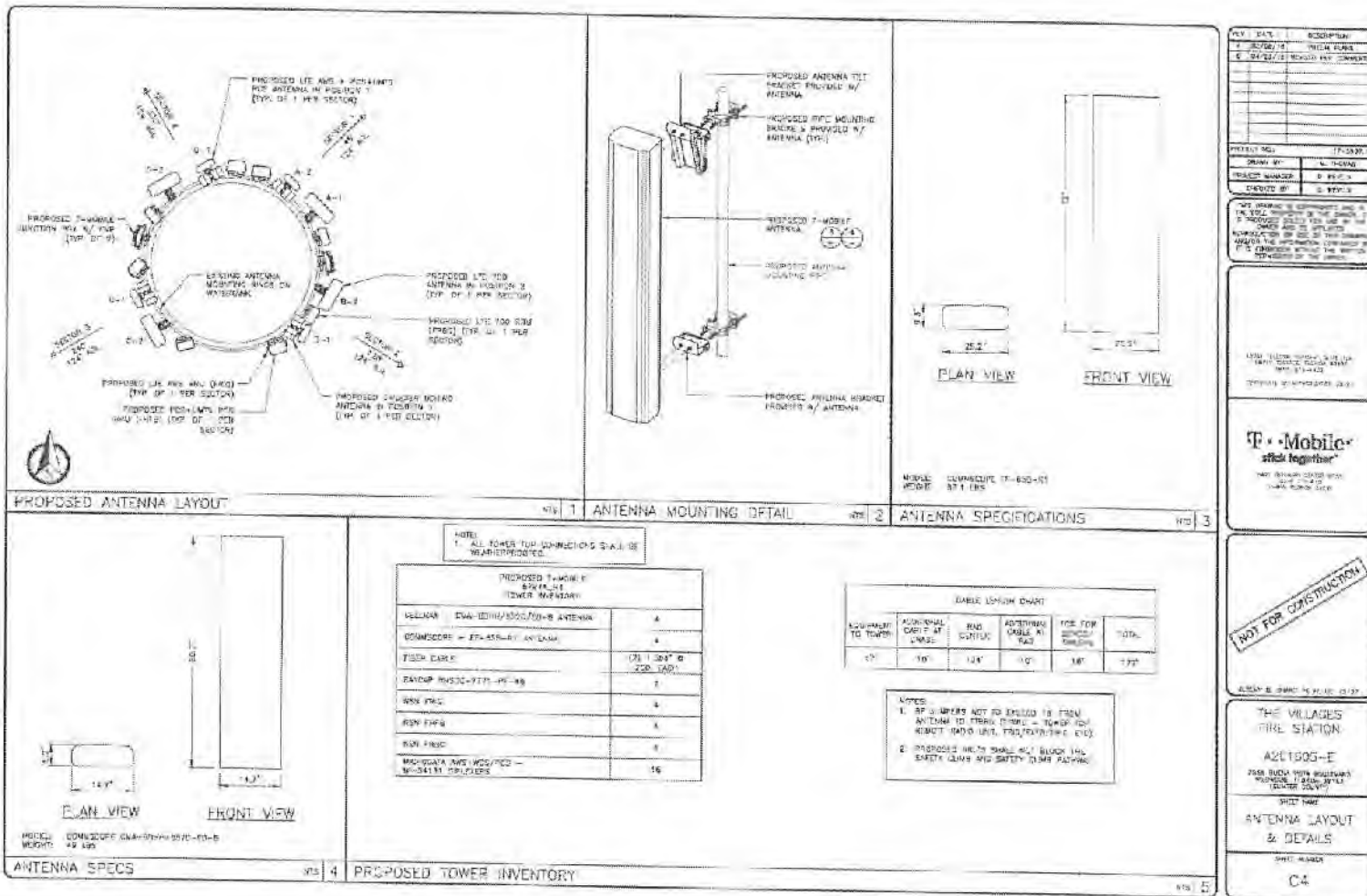
## EXHIBIT B - continued



## EXHIBIT B - continued



## EXHIBIT B - continued



## EXHIBIT C-1

The Ingress/Egress Easement is legally described as follows:

**T-MOBILE INGRESS & EGRESS EASEMENT DESCRIPTION** (LYING WITHIN TAX PARCEL G03-502)

THAT CERTAIN 15' WIDE NON-EXCLUSIVE APPURTENANT EASEMENT FOR INGRESS & EGRESS AS RECORDED IN OFFICIAL RECORDS BOOK 2458, PAGE 783 OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

**T-MOBILE ACCESS EASEMENT DESCRIPTION** (LYING WITHIN TAX PARCEL G03-501)

AN EASEMENT PARCEL OF LAND FOR THE PURPOSE OF ACCESS BEING THAT PORTION OF TRACT B, VILLAGES OF SUMTER BUENA VISTA CORRIDOR AS RECORDED IN PLAT BOOK 12, PAGES 1 THROUGH 1D, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, LYING WITHIN SECTION 9, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 9 RUN N00° 29' 33"E, ALONG THE EAST LINE THEREOF A DISTANCE OF 1,328.62 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 9 AND A POINT ON THE BOUNDARY OF SAID TRACT B; THENCE DEPARTING SAID EAST LINE AND ALONG SAID BOUNDARY THE FOLLOWING COURSES: N89° 36' 18"W, 267.70 FEET; THENCE S00° 31' 39"W, 291.96 FEET; THENCE DEPARTING SAID BOUNDARY, N89° 30' 27"W, 192.00 FEET; THENCE S53° 25' 30"W, 120.00 FEET; THENCE N36° 34' 30"W, 37.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT PARCEL OF LAND; THENCE CONTINUE N36° 34' 30"W, 15.00 FEET; THENCE N53° 25' 30"E, 10.00 FEET; THENCE S81° 34' 30"E, 29.00 FEET; THENCE N53° 25' 30"E, 70.36 FEET; THENCE N64° 51' 43"E, 25.00 FEET; THENCE S25° 08' 17"E, 15.00 FEET; THENCE S64° 51' 43"W, 23.50; THENCE S53° 25' 30"W, 75.07; THENCE N86° 24' 25"W, 31.79 FEET TO THE POINT OF BEGINNING.

## EXHIBIT C-2

The Utilities Easement is legally described as follows:

**T-MOBILE UTILITY EASEMENT DESCRIPTION** (LYING WITHIN TAX PARCEL G03-501)

AN EASEMENT PARCEL OF LAND FOR THE PURPOSE OF ACCESS AND UTILITIES BEING THAT PORTION OF TRACT B, VILLAGES OF SUMTER BUENA VISTA CORRIDOR AS RECORDED IN PLAT BOOK 12, PAGES 1 THROUGH 1D, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, LYING WITHIN SECTION 9, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

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## Exhibit D

### Memorandum of Lease

After Recording, Mail To:  
T-Mobile USA, Inc.,  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006

APN: G03-501  
Loan No.

---

#### MEMORANDUM OF LEASE

A Site Lease Agreement (the "Lease") by and between Central Sumter Utility Company, LLC, a Florida limited liability company ("Landlord") and T-Mobile South LLC, a Delaware limited liability company ("Tenant") was made regarding a portion of the following property (as more particularly described in the Lease, (the "Premises")):

See Attached Exhibit A incorporated herein for all purposes.

Without limiting the terms and conditions of the Lease, Landlord and Tenant hereby acknowledge the following:

1. Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to such terms in the Lease.
2. The initial term of the Lease shall be for five (5) years and will commence on upon the earlier of: (a) the date that Tenants commences installation of equipment on the Premises; or (b) July 15, 2018.
3. Tenant shall have the right to extend the Lease for five (5) additional and successive five (5)-year terms which may be extended for up to nine (9) additional and successive one-year periods.
4. This memorandum is not a complete summary of the Lease. It is being executed and recorded solely to give public record notice of the existence of the Lease with respect to the Premises. Provisions in this memorandum shall not be used in interpreting the Lease provisions and in the event of conflict between this memorandum and the said unrecorded Lease, the unrecorded Lease shall control.
5. This memorandum may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

**LANDLORD: CENTRAL SUMTER UTILITY COMPANY, LLC ,**  
a Florida limited liability company

BY: THE VILLAGES OPERATING COMPANY, a  
Florida corporation, its Manager

By: \_\_\_\_\_  
Kelsea Morse Manly, Vice President

**WITNESSES:**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

**TENANT: T-Mobile South LLC**

**WITNESSES:**

By: \_\_\_\_\_

Print Name: Tim B. Chandler

Title: Sr. Director, Network Engineering & Ops.

Date: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

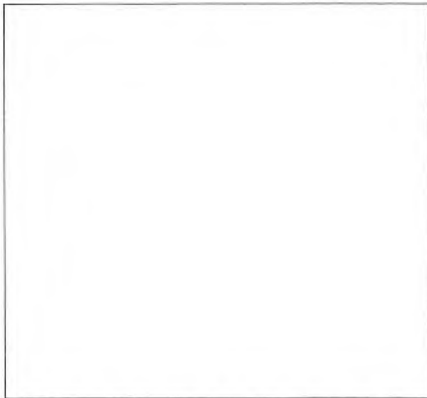


**[Notary block for Landlord]**

STATE OF Florida                                 )  
  ) ss.  
COUNTY OF Sumter                                 )

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_, Vice President of The Villages Operating Company, a Florida Corporation, its Manager on behalf of Central Sumter Utility Company, LLC.

Dated: \_\_\_\_\_



\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_

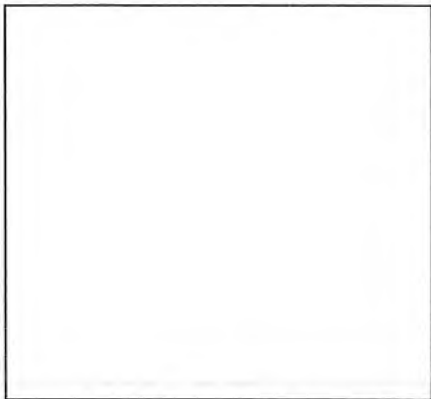
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**[Notary block for Tenant]**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that Tim B. Chandler is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Sr. Director, Network Engineering & Operations of T-Mobile South LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_



\_\_\_\_\_  
Notary Public  
Print Name \_\_\_\_\_  
My commission expires \_\_\_\_\_

(Use this space for notary stamp/seal)

**Memorandum of Lease - Exhibit A**  
**Legal Description**

**The Property is legally described as follows:**

*SCHEDULE 4 TO EXHIBIT C*

*See Attached.*

44.00  
5.00 copy  
49.00

After Recording, Mail To:  
T-Mobile USA, Inc.,  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006

APN: G03-501  
Loan No.

### MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum") is made on this 25<sup>th</sup> day of September 2018 by and between Central Sumter Utility Company, LLC, a Florida limited liability company ("Landlord") and T-Mobile South LLC, a Delaware limited liability company ("Tenant").

### RECITALS

WHEREAS, a Site Lease Agreement (the "Lease") was entered into on or about June 4, 2018 by and between Landlord and Tenant regarding Tenant's use of a portion of the property described in the attached **Exhibit "A"** (as more particularly described in the Lease) (the "Property"). That portion of the Property leased by Tenant is referred to as the "Premises".

### TERMS

Without limiting the terms and conditions of the Lease, Landlord and Tenant hereby acknowledge the following:

1. Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to such terms in the Lease.
2. The initial term of the Lease shall be for five (5) years and will commence on upon the earlier of: (a) the date that Tenants commences installation of equipment on the Premises; or (b) July 15, 2018.
3. Tenant shall have the right to extend the Lease for five (5) additional and successive five (5)-year terms, and upon expiration of the final Renewal Term, the Term shall be automatically extended for up to nine (9) additional and successive one-year periods all as more particularly set forth in the Lease.
4. This Memorandum is not a complete summary of the Lease. It is being executed and recorded solely to give public record notice of the existence of the Lease with respect to the Premises. Provisions in this Memorandum shall not be used in interpreting the Lease provisions and in the event of conflict between this Memorandum and the said unrecorded Lease, the unrecorded Lease shall control.
5. This Memorandum may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon the same instrument.
6. Pursuant to the Lease, Tenant may not subject Landlord's interest in the Premises to any mechanic's lien or any other lien whatsoever. If any mechanic's lien or other lien, charge or order for payment of money

Site Number: A2E1605E  
Site Name: The Villages Fire Station 45 WT  
Market: Orlando

R9 Erick D Langerbrunner Esq  
3619 Kicssal Rd TV F1 32163

is filed as a result of the act or omission of Tenant in connection with the Lease, Tenant will cause such lien, charge or order to be discharged or appropriately bonded or otherwise reasonably secured within sixty (60) days after notice from Landlord thereof. If Tenant fails to cause the lien or encumbrance to be secured within the sixty (60) days period, then Landlord will be entitled to do so at Tenant's expense.

**IN WITNESS WHEREOF**, the parties hereto have respectively executed this Memorandum effective as of the date of the last party to sign.

**LANDLORD:**

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

BY: THE VILLAGES OPERATING COMPANY, a Florida corporation, its Manager

By: [Signature]  
Print: Bryn Blaise  
Title: Vice President  
Date: 9/25/18

**WITNESSES:**

By: [Signature]  
Print Name: Amy L. Young  
By: [Signature]  
Print Name: Christi G. Jacquay

Inst:201860034905 Date:10/1/2018 Time:10:24 AM  
DC,Gloria R. Hayward,Sumter County Page 2 of 5 B:3471 P:641

**TENANT:**

**T-MOBILE SOUTH, LLC**

BY: [Signature]  
Print: Jess Louk  
Title: Director, Network Engineering & Ops  
Date: 9/14/18

**WITNESSES:**

By: [Signature]  
Print Name: Amanda Wilkerson  
By: [Signature]  
Print Name: Nick A. Mcken

Erica Mater 9-14-18  
T-Mobile Legal Approval as to Form

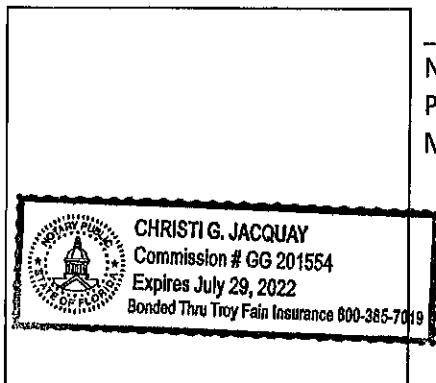
**[Notary block for Landlord]**

Inst:201860034905 Date:10/1/2018 Time:10:24 AM  
DC,Gloria R. Hayward,Sumter County Page 3 of 5 B:3471 P:642

STATE OF Florida                                 )  
  ) ss.  
COUNTY OF Sumter                             )

This instrument was acknowledged before me on September 25, 2018, by  
Bryn Blaise, as Vice President of and on behalf of The Villages Operating  
Company, a Florida corporation, Manager of Central Sumter Utility Company, LLC, a Florida limited liability  
company, who is personally known to me.

Dated: 9/25/18



Christi G. Jacquay  
Notary Public  
Print Name Christi G. Jacquay  
My commission expires \_\_\_\_\_

(Use this space for notary stamp/seal)

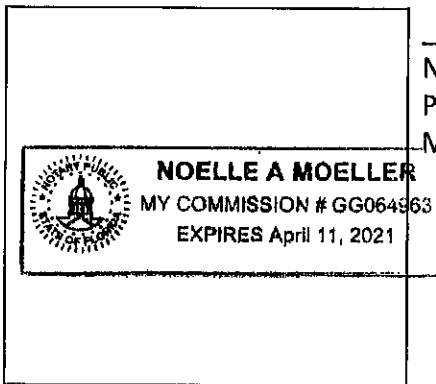
Site Number: A2E1605E  
Site Name: The Villages Fire Station 45 WT  
Market: Orlando

**[Notary block for Tenant]**

STATE OF Florida )  
COUNTY OF Hillsborough ) ss.

I certify that I know or have satisfactory evidence that Tam B. Chandler is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the ~~Sr.~~ Director, Network Engineering & Operations of T-Mobile South LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 9/14/18



[Signature]  
Notary Public  
Print Name Noelle A. Moeller  
My commission expires 4/11/21

(Use this space for notary stamp/seal)



**Memorandum of Lease - Exhibit A**  
**Legal Description**

**The Property is legally described as follows:**

Inst:201860034905 Date:10/1/2018 Time:10:24 AM  
\_\_\_\_DC,Gloria R. Hayward,Sumter County Page 5 of 5 B:3471 P:644

**PARENT TRACT DESCRIPTION**

THAT PORTION OF TRACT B, VILLAGES OF SUMTER BUENA VISTA CORRIDOR AS RECORDED IN PLAT BOOK 12, PAGES 1 THROUGH 1D, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, LYING WITHIN SECTION 9, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 9 RUN N00° 29' 33"E, ALONG THE EAST LINE THEREOF A DISTANCE OF 1,328.62 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 9 AND A POINT ON THE BOUNDARY OF SAID TRACT B; THENCE DEPARTING SAID EAST LINE AND ALONG SAID BOUNDARY THE FOLLOWING COURSES: N89° 36' 18"W, 267.70 FEET; THENCE S00° 31' 39"W, 291.96 FEET; THENCE DEPARTING SAID BOUNDARY, N89° 30' 27"W, 192.00 FEET TO THE POINT OF BEGINNING; THENCE S53° 25' 30"W, 169.41 FEET; THENCE N48° 22' 59"W, 102.98 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 155.93 FEET AND A CHORD BEARING AND DISTANCE OF N34° 23' 36"E, 84.87 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 31° 34' 54", A DISTANCE OF 85.95 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2,553.57 FEET AND A CHORD BEARING AND DISTANCE OF N47° 35' 51"E, 72.14 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01° 37' 08", A DISTANCE OF 72.15 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 162.83 FEET AND A CHORD BEARING AND DISTANCE OF N58° 44' 10"E, 65.01 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23° 01' 43", A DISTANCE OF 65.45 FEET; THENCE S25° 08' 17"E, 132.39 FEET TO THE POINT OF BEGINNING. CONTAINING 0.57 ACRES, MORE OR LESS.

TOGETHER WITH THAT CERTAIN NON-EXCLUSIVE APPURTENANT EASEMENT FOR INGRESS & EGRESS AS RECORDED IN OFFICIAL RECORDS BOOK 2458, PAGE 783 OF THE PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

Site Number: A2E1605E  
Site Name: The Villages Fire Station 45 WT  
Market: Orlando

*SCHEDULE 5 TO EXHIBIT C*

*See Attached.*

## WATER TOWER LEASE AGREEMENT

This Water Tower Lease Agreement (the "Agreement") is made this 9<sup>th</sup> day of JANUARY, 2019, between Central Sumter Utility Company, LLC, a Florida limited liability company, with its principal offices located at ~~1020 Lake Sumter Landing~~ 3619 KIECKSEE ROAD, The Villages, Florida 32162, hereinafter designated LESSOR, and Verizon Wireless Personal Communications LP d/b/a Verizon Wireless, a Delaware limited partnership, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

### WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **PREMISES.** LESSOR hereby leases to the LESSEE a portion of that certain space (the "Tower Space") on the LESSOR's water tower, hereinafter referred to as the "Tower", located at or near 3579 Buena Vista Boulevard, The Villages, Sumter County, Florida, and being further described in Book 2458, Page 780 of the Official Records of Sumter County, Florida (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with a parcel of land (the "Land Space") sufficient for the installation of LESSEE's equipment building; together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty four (24) hours a day (subject to the provisions of this Agreement), on foot or motor vehicle, including trucks, over and across a twenty foot (20') right-of-way extending from the nearest public right-of-way, Buena Vista Boulevard, to the Land Space (the "Ingress/Egress Right of Way"); together with the non-exclusive right to install and maintain utility wires, poles, cables, conduits and pipes, seven days a week, twenty-four (24) hours a day (subject to the provisions of this Agreement), over, under and across a fifteen foot (15') right-of-way (the "Utility Right of Way" and, together with the Ingress/Egress Right of Way, the "Rights of Way"); and together with any further rights of way (the "Further Rights of Way") over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Tower Space, Land Space, Rights of Way and Further Rights of Way, if any, are substantially described in **Exhibit "A"**, attached hereto and made a part hereof demised premises and are collectively referred to hereinafter as the "Premises".

In the event any public utility is unable to use the Rights of Way or Further Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way(s) either to the LESSEE or to the public utility at no cost to the LESSEE.

Notwithstanding anything contained herein to the contrary, before accessing the Premises, except in case of emergency, LESSEE must provide at least twenty four (24) hours' prior notice to LESSOR by calling (352) 753-6270, Ext. 5920. LESSOR shall notify LESSEE in writing of any change to the foregoing telephone number. For the avoidance of doubt, in the event of an emergency, no prior notice to LESSOR shall be required before LESSEE accesses the Premises.

LESSEE agrees to install all utilities underground (unless LESSOR consents in writing to the aboveground installation of any utilities) and to exercise due diligence in installing, removing, repairing or modifying such utilities so as not to cause damage to the Premises. Further, LESSEE shall promptly repair and restore any and all portions of the Premises which are damaged by the installation, removal, repair or modification of utility equipment so that the damaged Premises is restored to the same condition it was in immediately prior to the damage, reasonable wear and tear and casualty damage excepted.

LESSOR hereby grants permission to LESSEE to install, maintain and operate the radio communications equipment, antennae and appurtenances described in **Exhibit "B"** attached hereto.

Subject to the requirements of Paragraph 7 below, LESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and Premises, and said survey shall then become **Exhibit "C"** which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and **Exhibit "A"**. Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL; ELECTRICAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Thirty Thousand and XX/100 Dollars (\$30,000.00) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 23 below. The Agreement shall commence upon the first day of the month immediately following the date LESSEE commences installation of the equipment on the Premises (the "Commencement Date"). LESSOR and LESSEE acknowledge and agree that initial rental payment(s) may not actually be sent by LESSEE until sixty (60) days after the Commencement Date. LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE: (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed

state and local withholding forms if required; and (iii) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE shall have no obligation to deliver rental payments until the requested documentation has been received by LESSEE. Upon receipt of the requested documentation, LESSEE shall deliver the accrued rental payments as directed by LESSOR.

c. LESSOR shall, at all times during the Term, provide electrical service and access within the Premises. LESSEE shall (i) furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation and (ii) pay the utility directly for LESSEE's power consumption. In addition, with respect to any other utility used or consumed by LESSEE on the Premises, LESSEE shall pay all charges for such utility directly to the provider. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least ninety (90) days prior to the end of the then current term.

5. EXTENSION RENTALS. Commencing on the first annual anniversary of the Commencement Date and on each annual anniversary thereafter during the term of this Agreement (including all extension terms described in Paragraph 4 above), annual rent shall increase by an amount equal to two percent (2%) of the annual rent due for the immediately preceding lease year.

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. The initial term and all extensions shall be collectively referred to herein as the "Term".

7. LESSOR RIGHT TO REVIEW.

a. Prior to initial installation of its communications equipment or utility-related equipment on the Premises, LESSEE shall supply LESSOR with plans and specifications

of such communications equipment or utility-related equipment, as well as a structural analysis of such proposed plans and specifications completed by a Florida certified engineering firm (collectively, the "Plans"), to be reviewed and approved by LESSOR prior to the commencement of construction. LESSOR's approval of the Plans will not be unreasonably withheld, conditioned or delayed (and in no event delayed beyond twenty (20) days). After LESSOR's (i) failure to respond in writing to LESSEE's Plans within twenty (20) days of receipt; or (ii) failure to provide a written response within ten (10) days of receipt of Plans which have been revised by LESSEE after comment from LESSOR in accordance with this Paragraph 7(a), the Plans shall be deemed approved. After approval or deemed approval, the Plans will be incorporated into this Agreement as part of **Exhibit "B"**.

b. During the Term, with respect to the Land Space, LESSEE shall have the right to replace, repair, augment, add or otherwise modify its utilities, equipment, antennae and/or conduits or any portion thereof, and the technologies and/or frequencies over which the equipment operates, regardless of whether the equipment, antennae, conduits or frequencies are specified in the Agreement or on any exhibit attached thereto, provided that: (i) LESSEE does not use any space beyond the Land Space leased hereunder; (ii) the equipment located on or above the Land Space is screened by landscaping, fencing and/or screening (which landscaping, fencing and/or screening shall be constructed by LESSEE and at LESSEE's expense in accordance with plans pre-approved by the LESSOR) and; (iii) at all times during the Term, all frequencies and/or equipment comply with Section 15 below. With respect to the Tower Space, LESSEE shall be permitted to make "Like-for-Like Equipment Modifications" (as defined below) without incurring any increase in the then-current rent. For purposes of this Agreement, "Like-for-Like Equipment Modifications" means removal of all or any portion of LESSEE's equipment installed on LESSOR's tower and replacing the same with similar and comparable equipment (collectively, the "Replacement Equipment"), but only so long as the Replacement Equipment does not trigger or cause (i) additional permitting/regulatory requirements or compliance on LESSOR and/or (ii) a material adverse effect on the structural integrity or loading of the Tower and/or (iii) interference with the equipment of LESSOR or other lessees of the Property in violation of Section 15 below. For the avoidance of doubt, any modification that results in an increase in the number of antennae above those specified in the Plans shall not constitute a Like-for-Like Equipment Modification. LESSEE shall only be required to provide notice to LESSOR with respect to any Like-for-Like Equipment Modifications. With respect to any other modifications to be made within the Tower Space (i.e., non Like-for-Like Equipment Modifications), LESSEE shall submit plans for LESSOR's approval via the same process detailed in Paragraph 7(a) above.

8. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises.

LESSOR and LESSEE shall each be responsible for the payment of any of their respective taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with the Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this Paragraph 8, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

Any tax or assessment which is the responsibility of LESSEE and which has (a) not been challenged by LESSEE or (b) been challenged and has been found to be valid by the controlling tax authority shall be paid to LESSOR within forty five (45) days of LESSEE's receipt of notice from LESSOR notifying LESSEE of its responsibility to pay such tax or assessment, or receipt of notice of final determination concerning the tax challenge from the controlling tax authority, respectively.

9. USE; GOVERNMENTAL APPROVALS.

a. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. All improvements, equipment, antennae and conduits shall be at LESSEE's expense, and, subject to the requirements of Paragraph 7 above, their installation shall be at the discretion and option of LESSEE.

b. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively, the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests and structural analysis which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which



would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. LESSEE shall have the right to terminate this Agreement: (i) if, through no fault of LESSEE, any of its applications for Governmental Approvals should be rejected; (ii) if, through no fault of LESSEE, any Governmental Approval issued to LESSEE which is necessary for LESSEE to operate on the Premises is canceled, expires, lapses or is otherwise withdrawn or terminated by the governmental authority; (iii) if, through no fault of LESSEE, LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) if any soil boring tests or structural analysis reveals that the Premises is unfit for LESSEE's intended use of the Premises as set forth herein; (v) if changes not caused by LESSEE occur to the Premises which result in the Premises no longer being technically or structurally compatible for LESSEE's use; and (vi) at any time prior to the Commencement Date for any reason or no reason, in LESSEE's sole discretion. Notice of LESSEE's exercise of its right to terminate under this subparagraph shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

10. INDEMNIFICATION. Each Party shall indemnify and hold the other harmless against any claim made by any third party of liability or loss from personal injury or property damage to the extent resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

11. INSURANCE.

a. Notwithstanding the indemnity in Paragraph 10, the Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSEE will maintain at its own cost:

- i. Commercial General Liability insurance with limits of \$2,000,000 per occurrence for bodily injury (including death) and for damage or destruction to property;



- ii. Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a combined single limit of \$1,000,000 each accident for bodily injury and property damage; and
- iii. Workers Compensation insurance providing the statutory benefits and Employers Liability with a limit of \$1,000,000 each accident/disease/policy limit.

LESSEE will include the LESSOR as an additional insured as their interest may appear under this Agreement on the Commercial General Liability and Auto Liability policies.

c. LESSOR will maintain at its own cost commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR will include the LESSEE as an additional insured.

d. In addition, LESSOR shall obtain and keep in force during the Term a policy or policies insuring against loss or damage to the LESSOR's property at full replacement cost, as the same shall exist from time to time without a coinsurance feature. LESSOR's policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and earthquake unless required by a lender or included in the base premium), including coverage for any additional costs resulting from debris removal and reasonable amounts of coverage for the enforcement of any ordinance or law regulating the reconstruction or replacement of any undamaged sections of the Tower required to be demolished or removed by reason of the enforcement of any building, zoning, safety or land use laws as the result of a covered loss.

12. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 10 and 31, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

13. ACCESS TO TOWER. LESSOR agrees that, subject to the access limitations set forth in Paragraph 1 above, the LESSEE shall have free access to the Tower for the purpose of installing and maintaining LESSEE's equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said premises.

14. TOWER COMPLIANCE. LESSOR covenants that it will keep the Tower in good repair as required by all Laws (as defined in Paragraph 35 below). LESSOR shall also

comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of the Tower. If LESSOR fails to make such repairs, including maintenance, LESSEE may make the repairs and the costs thereof shall be payable to LESSEE by LESSOR on demand together with interest thereon from the date of payment at the greater of (a) ten percent (10%) per annum, or (b) the highest rate permitted by applicable Laws. If LESSOR does not make payment to LESSEE within ten (10) days after such demand, LESSEE shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from LESSEE to LESSOR. LESSEE shall be permitted to perform the repairs referenced in this Paragraph 14 only after (i) LESSEE has notified LESSOR in writing of the nature of the repairs needed and (ii) LESSOR has failed to make such repairs or perform such maintenance within ten (10) business days of actual receipt of the notice.

No materials may be used in the installation of the antennae or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances. All antennae on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

Not later than fifteen (15) days following the execution of this Agreement, LESSOR shall supply to LESSEE copies of all structural analysis reports that have been done with respect to the Tower and throughout the Term, LESSOR shall supply to LESSEE copies of all structural analysis reports that are done with respect to the Tower promptly after the completion of the same. This Paragraph 14 shall not be interpreted as waiving any attorney-client privilege or work product privilege that LESSOR may have with respect to any structural analysis reports which are created by LESSOR or LESSOR's agents solely in anticipation of litigation. Any documents which are protected by attorney-client privilege or work product privilege shall not be subject to the requirements of this Paragraph 14.

Upon request of the LESSOR, LESSEE agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of LESSOR performing maintenance, repair or similar work at the Property or on the Tower provided:

a. The Temporary Relocation is similar to LESSEE's existing location in size and is fully compatible for LESSEE's use, in LESSEE's reasonable determination;

b. LESSOR pays all reasonable costs (not including expenses or costs for loss of revenue or other consequential, special, indirect or incidental costs or expenses which are not directly related to the actual costs expended by LESSEE to accommodate the Temporary Relocation) incurred by LESSEE for relocating LESSEE's equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for the LESSEE's use, in LESSEE's reasonable determination;

c. LESSOR gives LESSEE at least ninety (90) days written notice prior to

requiring LESSEE to relocate;

d. LESSEE's use at the Premises is not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation on the Property during any such relocation; and

e. Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location with all reasonable costs (not including expenses or costs for loss of revenue or other consequential, special, indirect or incidental costs or expenses which are not directly related to the actual costs expended by LESSEE to return the equipment to its original location) for the same being paid by LESSOR.

15. INTERFERENCE.

a. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which equipment existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment (including any equipment which is changed, modified or added to the Premises) causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE.

b. LESSEE acknowledges and agrees that, if the operation of its equipment causes harmful interference with the operation of any fire, police, community service and/or public works/utilities communications services (collectively, the "Public Safety Equipment"), then it will be LESSEE's responsibility to cure such interference at its sole cost and expense after notice in writing of such interference from LESSOR. In the event LESSEE (i) is unable to (A) cure such interference within a period of thirty (30) days or (B) find satisfactory replacement space on the Tower (as determined in LESSEE's sole discretion) or (ii) determines in its sole discretion that the cost to cure the interference is too expensive, then, in any event, LESSEE shall be entitled to terminate this Agreement. LESSEE understands and agrees that the continuity and operation of Public Safety Equipment is of paramount importance to LESSOR. LESSEE shall at all times exercise the highest standard of care and judgment to prevent damage to, or interference with, Public Safety Equipment.

c. In no event will LESSOR be entitled to terminate this Agreement or relocate any of LESSEE's equipment as long as LESSEE is making a good faith effort to remedy

any interference issues. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph 15 and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

16. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its antennae, equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the antennae, equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of LESSEE's antennae, equipment, conduits, fixtures and all personal property is completed. LESSOR expressly waives all rights of levy, distraint or execution with respect to LESSEE's property, including without limitation any statutory or common law security interest or landlord's lien for rent.

17. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 16 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith and LESSEE holds over in violation of Paragraph 16 and this Paragraph 17, then LESSEE shall be deemed to be occupying the Premises as a tenant at sufferance and the rent then in effect payable from and after the time of removal period set forth in Paragraph 16 shall be equal to one hundred fifty percent (150%) of the rent applicable during the month immediately preceding expiration or earlier termination of this Agreement.

18. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

19. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

20. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE

in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

21. GOVERNING LAW AND VENUE. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located. Venue shall be in Sumter County, Florida or in any federal court having jurisdiction over Sumter County, Florida.

22. ASSIGNMENT.

a. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. In the event of any sale, assignment or other transfer of this Agreement by LESSEE, if the purchaser, assignee or transferee agrees in writing to undertake all of LESSEE's obligations under this Agreement, then LESSEE shall be released from its obligations to LESSOR under this Agreement, and LESSOR shall look to such purchaser, assignee or transferee for the full performance of this Agreement. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute a sale, assignment or transfer hereunder.

b. This Agreement may be sold, assigned or transferred by LESSOR without the approval or consent of LESSEE to LESSOR's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSOR's assets. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of LESSEE, which such consent will not be unreasonably withheld or conditioned. In the event of any sale, assignment or other transfer of this Agreement by LESSOR, if the purchaser, assignee or transferee agrees in writing to undertake all of LESSOR's obligations under this Agreement, then LESSOR shall be released from its obligations to LESSEE under this Agreement, and LESSEE shall look to such purchaser, assignee or transferee for the full performance of this Agreement.

23. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the

courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Central Sumter Utility Company, LLC  
Attn: Matt Lovo  
1020 Lake Sumter Landing  
The Villages, Florida 32162

Copy to: ~~Elizabeth Lester Martin, Esq.~~ **ERICK D. LANGENBRUNGER**  
~~1020 Lake Sumter Landing~~ **3619 KIESSEL ROAD**  
The Villages, Florida 32162

LESSEE: Verizon Wireless Personal Communications  
d/b/a Verizon Wireless  
Attention: Network Real Estate  
180 Washington Valley Road  
Bedminster, New Jersey 07921

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

24. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

25. SUBORDINATION AND NON-DISTURBANCE. LESSOR shall obtain not later than fifteen (15) days following the execution of this Agreement, a Non-Disturbance Agreement, as defined below, from its existing mortgagee(s), ground lessors and master lessors, if any, of the Property. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property, Tower or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Tower or Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Tower or Property, Lender or such successor-in-interest or Purchaser will (a) honor all of the terms of the Agreement, (b) fulfill LESSOR's obligations under the Agreement, and (c) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance

Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (i) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (ii) agrees to attorn to Lender if Lender becomes the owner of the Tower or Property and (iii) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

26. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in such Memorandum is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

27. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation



interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

28. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (a) ten percent (10%) per annum, or (b) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR AS PROVIDED UNDER APPLICABLE LAW, IF LESSEE IS IN OCCUPANCY OF THE PREMISES, LESSOR SHALL NOT BE PERMITTED TO ENTER THE PREMISES (ASIDE FROM THE NON-EXCLUSIVE EASEMENTS ON THE PREMISES), BLOCK LESSEE'S ACCESS TO THE PREMISES, OR ASSERT DOMINION OVER THE PREMISES TO THE EXCLUSION OF LESSEE EXCEPT IN STRICT COMPLIANCE WITH APPLICABLE JUDICIAL PROCESS.

29. INTENTIONALLY OMITTED.

30. RADON. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department. This notice is provided pursuant to Section 404.056 of the Florida Statutes.

31. ENVIRONMENTAL.



a. LESSOR shall be responsible for all obligations of compliance with applicable federal, state and local requirements governing environmental and industrial hygiene matters including, but not limited to, those set out in any applicable statute, regulation, order, legal decision or by common law, except to the extent that any failure to comply with a requirement is caused by the activities of LESSEE.

b. LESSOR shall hold LESSEE harmless, defend and indemnify LESSEE from and assume all duties, responsibility and liability, at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, attorney's fees or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which results or is alleged to have resulted from: (i) any failure to comply with any legal requirement governing environmental or industrial hygiene matters, except to the extent that any such non-compliance is caused by LESSEE; and (ii) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Premises or Property or activities conducted thereon, except to the extent that such environmental conditions are caused by LESSEE.

c. LESSEE shall hold LESSOR harmless, defend and indemnify LESSOR from and assume all duties, responsibility and liability, at LESSEE's sole cost and expense, for all duties, responsibilities and liability (for payment of penalties, sanctions forfeitures, losses, costs, attorney's fees or damages) and for responding to any action, notice, claim, order, summons citation, directive, litigation, investigation or proceeding which results or is alleged to have resulted from: (i) any failures to comply with any legal requirement governing environmental or industrial hygiene matters caused by LESSEE; and (ii) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Premises or Property or activities conducted thereon to the extent that such environmental conditions are caused by LESSEE.

32. CASUALTY. In the event of damage by fire or other casualty to the Tower or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

33. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning

authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Tower, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the remaining Premises caused by such condemning authority.

34. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

35. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively, "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

36. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

37. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

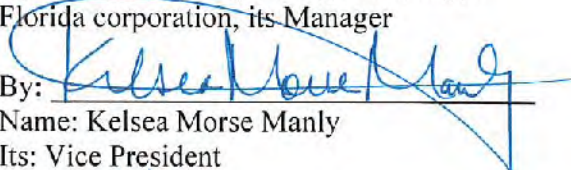
[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

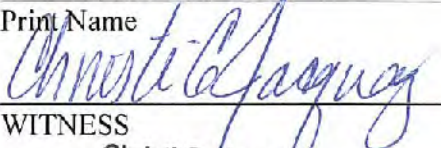
**LESSOR:**

**Central Sumter Utility Company, LLC, a  
Florida limited liability company**

By: The Villages Operating Company, a  
Florida corporation, its Manager

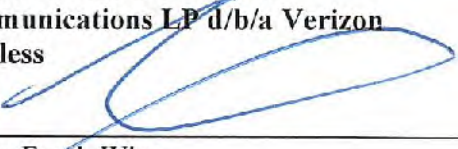
By:   
Name: Kelsea Morse Manly  
Its: Vice President  
Date: 11/9/2019

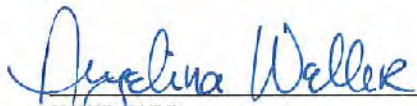
  
WITNESS  
**Doris A. Pardo**

Print Name  
  
WITNESS  
**Christi G. Jacquay**  
Print Name

**LESSEE:**

**Verizon Wireless Personal  
Communications LP d/b/a Verizon  
Wireless**

By:   
Name: Frank Wise  
Its: Executive Director, Network Field Engineering  
Date: 12/28/18

  
WITNESS  
**ANGELINA WELLER**  
Print Name


  
WITNESS  
**K M Winkler**  
Print Name

EXHIBIT A

Descriptions of Tower Space, Land Space, Rights of Way and Further Rights of Way  
(Page 1 of 5)

Legal Description of Parent Tract:

**LEGAL DESCRIPTION**

**THAT PORTION OF TRACT B, VILLAGES OF SUMTER BUENA VISTA CORRIDOR AS RECORDED IN PLAT BOOK 12, PAGES 1 THROUGH 10, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, LYING WITHIN SECTION 9, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:**

**FROM THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 9 RUN N00°29'33"E, ALONG THE EAST LINE THEREOF A DISTANCE OF 1,328.82 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 9 AND A POINT ON THE BOUNDARY OF SAID TRACT B; THENCE DEPARTING SAID EAST LINE AND ALONG SAID BOUNDARY THE FOLLOWING COURSES: N89°38'18"W, 287.70 FEET; THENCE S00°31'39"W, 291.98 FEET; THENCE DEPARTING SAID BOUNDARY, N89°30'27"W, 192.00 FEET TO THE POINT OF BEGINNING; THENCE S33°25'30"W, 169.41 FEET; THENCE N48°22'59"W, 102.00 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 153.93 FEET AND A CHORD BEARING AND DISTANCE OF N34°23'36"E, 84.67 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 31°34'54", A DISTANCE OF 85.95 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2,593.57 FEET AND A CHORD BEARING AND DISTANCE OF N47°35'51"E, 72.14 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°37'08", A DISTANCE OF 72.15 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 182.83 FEET AND A CHORD BEARING AND DISTANCE OF N58°44'10"E, 65.01 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23°01'43", A DISTANCE OF 65.45 FEET; THENCE S25°08'17"E, 132.39 FEET TO THE POINT OF BEGINNING.  
CONTAINING 0.57 ACRES, MORE OR LESS.**

Legal Description of LESSEE's Land Space:

A portion of the Central Sumter Utility Company tract described in Book 2458, Page 780 as recorded in the Office of County Clerk for Sumter County, Florida, being in the SW 1/4 of Section 9, Township 19 South, Range 23 East, Sumter County, Florida, and being more particularly described as follows:

Commencing at a 4" x 4' concrete monument with nail in washer found marking the SE Corner of The Villages of Lake Sumter Inc.; thence run N 66°38'21" W for a distance of 341.70 feet to a 5/8" rebar set and the Point of Beginning; thence run N 38°28'35" W for a distance of 15.00 feet to a 5/8" rebar set; thence run N 51°31'25" E for a distance of 30.00 feet to a 5/8" rebar set; thence run S 38°28'35" E for a distance of 15.00 feet to a 5/8" rebar set; thence run S 51°31'25" W for a distance of 30.00 feet to the Point of Beginning. Said Lease area contains 450.00 square feet.

EXHIBIT A  
Descriptions of Tower Space, Land Space, Rights of Way and Further Rights of Way  
(Page 2 of 5)

Legal Description of Ingress/Egress Right of Way:

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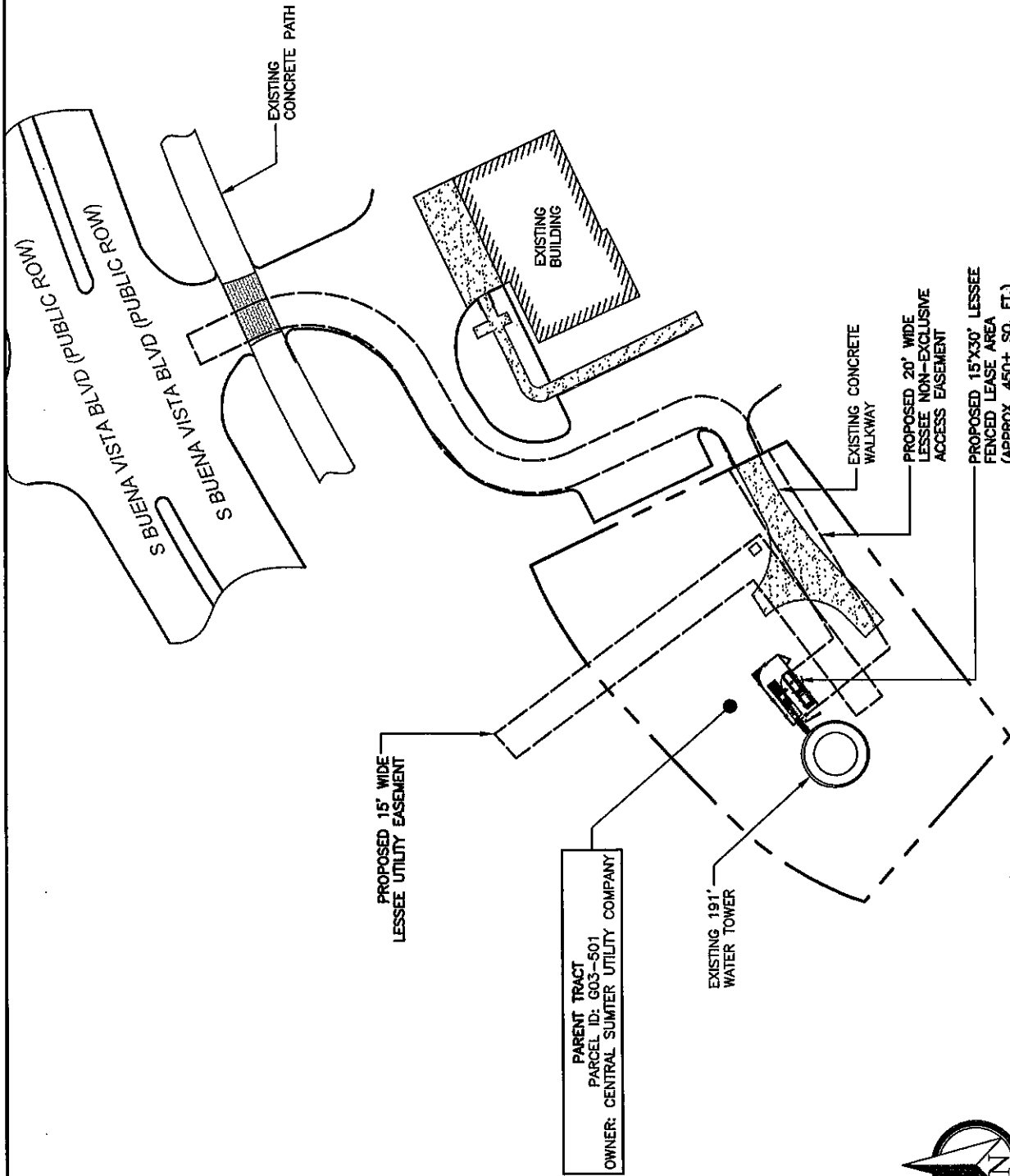
Commencing at a 4" x 4' concrete monument with nail in washer found marking the SE Corner of The Villages of Lake Sumter Inc.; thence run N 66°38'21" W for a distance of 341.70 feet to a 5/8" rebar set; thence run N 38°28'35" W for a distance of 15.00 feet to a 5/8" rebar set; thence run N 51°31'25" E for a distance of 30.00 feet to a 5/8" rebar set; thence run S 38°28'35" E for a distance of 15.00 feet to a 5/8" rebar set; thence run S 51°31'25" W for a distance of 20.00 to the Point of Beginning of a Non-Exclusive Access Easement being 20 feet wide and lying 10 feet on each side of the following described centerline; thence run S 38°17'43" E for a distance of 33.46 feet to a point; thence run N 58°41'23" E for a distance of 99.72 feet to a point on the westerly Terminus of an existing 15' Ingress/Egress per O.R. Book 2458, Page 783 and the Point of Ending. Said easement contains (2,661.90 square feet) 0.061 acres, more or less.

Legal Description of Utility Right of Way:

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Commencing at a 4" x 4' concrete monument with nail in washer found marking the SE Corner of The Villages of Lake Sumter Inc.; thence run N 89°59'30" W for a distance of 309.59 feet to a point; thence run N 00°00'30" E for a distance of 105.99 feet to a point; thence run N 36°54'48" W for a distance of 7.50 feet to the Point of Beginning of an Utility Easement being 15 feet wide and lying 7.50 feet on each side of the following described centerline; thence run N 53°10'20" E for a distance of 86.22 feet to a point; thence run N 36°49'40" W for a distance of 145.10 feet more or less to the Point of Ending. Said easement contains (3,482.90 square feet) 0.079 acres, more or less.

[See attached three (3) pages depicting LESSEE's Tower Space and Land Space.]



PARENT TRACT  
PARCEL ID: G03-S01  
OWNER: CENTRAL SUMTER UTILITY COMPANY

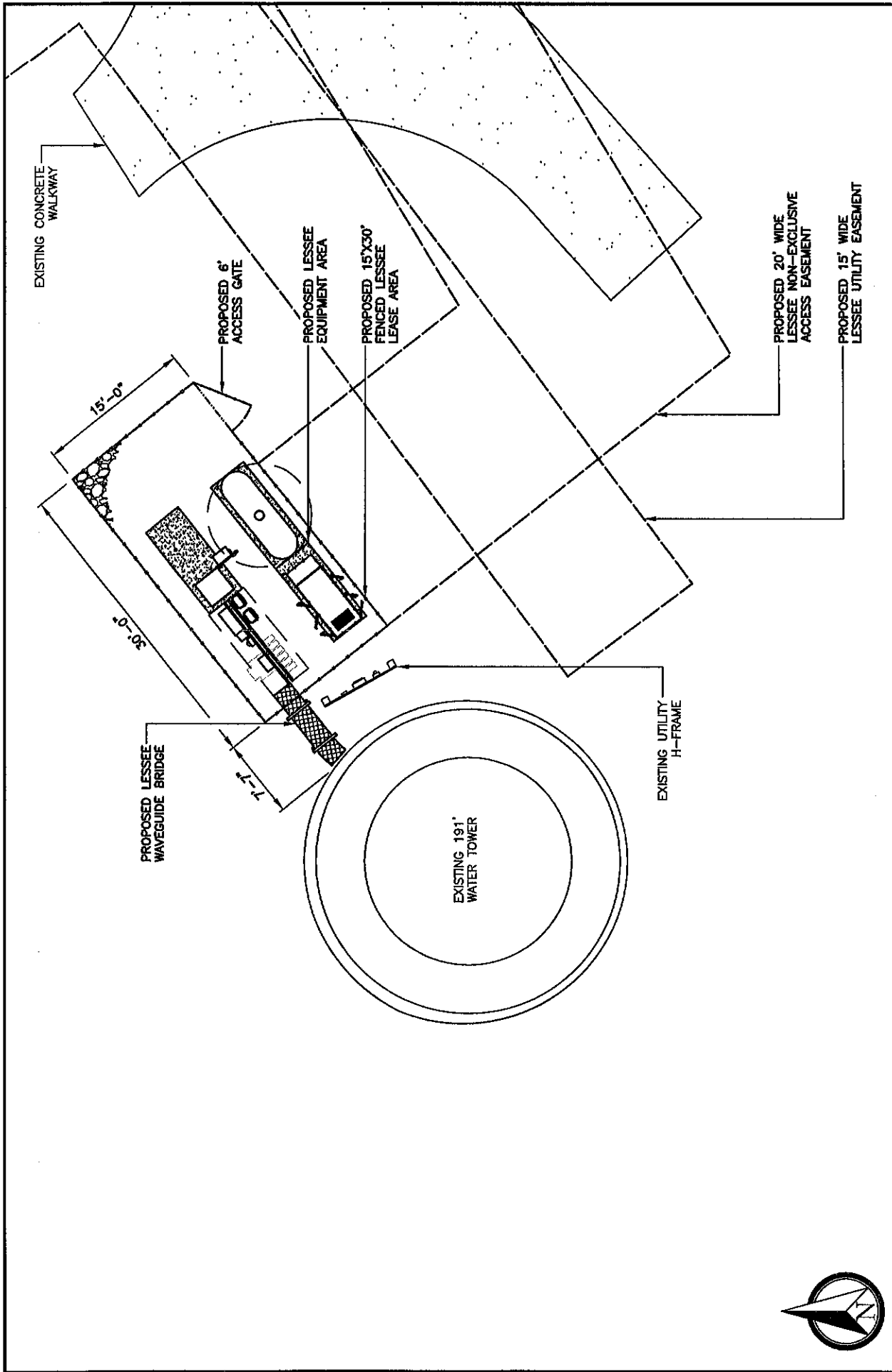
# SITE PLAN



**SMI**  
ENGINEERING GROUP, INC.  
TOGETHER PLANNING A BETTER TOMORROW  
13051 TELEDOM PARKWAY SUITE 100  
LAKE DEATON, FL 32117  
(407) 612-1422

## LAKE DEATON VILLAGES

REV.	DATE	SHEET #	DRAFTED BY:	APPROVED BY:	PROJECT NUMBER
A	12/11/18	1 OF 3	B. BERGERON	C. OCHOA	17-5937
SITE ADDRESS					
3579 BUENA VISTA BLVD. THE VILLAGES, FLORIDA 32163 SUMTER COUNTY					



LEASE EXHIBIT

**verizon**

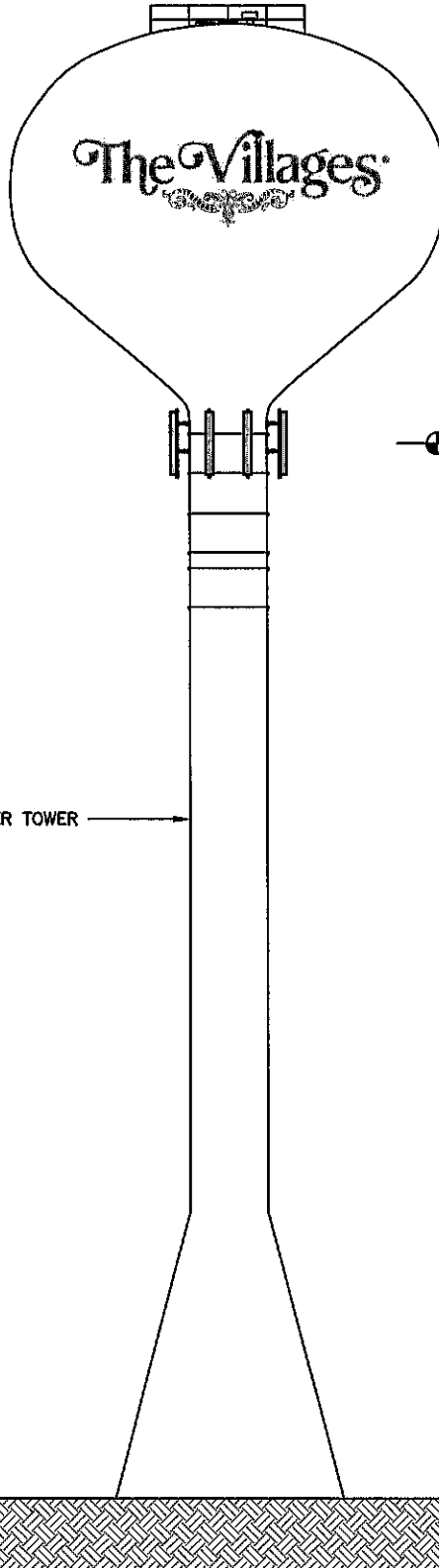
**SEI**  
 ENGINEERING GROUP, INC.  
 ENGINEERING PLANNING & DESIGN  
 13051 TELECOM PARKWAY SUITE 100  
 TAMPA, FL 33637  
 (813) 615-1422

# LAKE DEATON VILLAGES

REV.	DATE	SHEET #	DRAFTED BY:	APPROVED BY:
A	12/11/18	2 OF 3	B. BERGERON	C. OCHOA
SITE ADDRESS			PROJECT NUMBER	
3579 BUENA VISTA BLVD. THE VILLAGES, FLORIDA 32163 SUMTER COUNTY			17-5937	



TOP OF TANK = 191' AGL



EXISTING 191' WATER TOWER

PROPOSED LESSEE ANTENNAS  
RAD CENTER ELEV. = 135'-0"± AGL

TANK ELEVATION

verizon

**SMW**  
ENGINEERING GROUP, INC.  
TOGETHER PLANNING A BETTER TOMORROW  
13061 TELECOM PARKWAY SUITE 100  
TAMPA, FL 33637  
(813) 615-1422

LAKE DEATON  
VILLAGES

A	12/11/18	3 OF 3	B. BERGERON	C. OCHOVA
REV.	DATE	SHEET	DRAFTED BY:	APPROVED BY:
		1		
SITE ADDRESS			PROJECT NUMBER	
3579 BUENA VISTA BLVD. THE VILLAGES, FLORIDA 32163 SUMTER COUNTY			17-5937	

EXHIBIT B

Description of LESSEE's Equipment

Six (6) Commscope NHH-65C-R2B antennae

Two (2) hybrid lines

Six (6) remote radio units

Two (2) OVP

EXHIBIT C

Survey

[See attached two (2) pages.]





*SCHEDULE 6 TO EXHIBIT C*

*See Attached.*

69.50

Inst:201960001647 Date:1/17/2019 Time:9:24 AM  
DO Gloria R. Hayward, Sumter County Page 1 of 8 B:3513 P:620

**Prepared By and Upon Recording, Return to:**

Bonnie Bolz Merkt, Esq.  
✓ Ginsberg Jacobs LLC  
300 South Wacker Drive, Suite 2750  
Chicago, Illinois 60606

STATE OF FLORIDA                     )  
   )  
COUNTY OF SUMTER                     )

LESSEE Site I.D.: Lake Deaton Villages Water Tank / 9006469

**MEMORANDUM OF WATER TOWER LEASE AGREEMENT**

This Memorandum of Water Tower Lease Agreement ("Memorandum") is made this 9<sup>th</sup> day of JANUARY, 2019 between Central Sumter Utility Company, LLC, a Florida limited liability company, with its principal offices located at ~~1020 Lake Sumter Landing~~ 3519 KIESSLER ROAD, The Villages, Florida 32162, hereinafter designated LESSOR, and Verizon Wireless Personal Communications LP d/b/a Verizon Wireless, a Delaware limited partnership, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. LESSOR and LESSEE entered into a Water Tower Lease Agreement (the "Agreement") on JANUARY 9, 2019 for an initial term of five (5) years, commencing on the Commencement Date (as defined below). The Agreement shall automatically be extended for four (4) additional five (5) year periods unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least ninety (90) days prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".
2. hereby leases to the LESSEE a portion of that certain space (the "Tower Space") on the LESSOR's water tower, hereinafter referred to as the "Tower", located at or near 3579 Buena Vista Boulevard, The Villages, Sumter County, Florida, and being further described in Book 2458, Page 780 of the Official Records of Sumter County, Florida (the entirety of LESSOR's property is referred to hereinafter as the "Property"), together with a parcel of land (the "Land Space") sufficient for the installation of LESSEE's equipment building; together with the non-exclusive right for ingress and egress, seven (7) days a week, twenty four (24) hours a day

(subject to the provisions of this Agreement), on foot or motor vehicle, including trucks, over and across a twenty foot (20') right-of-way extending from the nearest public right-of-way, Buena Vista Boulevard, to the Land Space (the "Ingress/Egress Right of Way"); together with the non-exclusive right to install and maintain utility wires, poles, cables, conduits and pipes, seven days a week, twenty-four (24) hours a day (subject to the provisions of this Agreement), over, under and across a fifteen foot (15') right-of-way (the "Utility Right of Way" and, together with the Ingress/Egress Right of Way, the "Rights of Way"); and together with any further rights of way (the "Further Rights of Way") over and through the Property between the Land Space and the Tower Space for the installation and maintenance of utility wires, poles, cables, conduits, and pipes. The Tower Space, Land Space, Rights of Way and Further Rights of Way, if any, are substantially described in **Exhibit "A"**, attached hereto and made a part hereof demised premises and are collectively referred to hereinafter as the "Premises".

3. The Agreement shall commence upon the first day of the month immediately following the date LESSEE commences installation of the equipment on the Premises (the "Commencement Date").
4. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE. The Agreement shall control over any conflicting provision contained in this Memorandum.

[Signatures appear on the following page.]



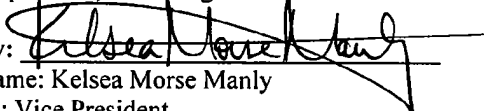
Inst:201960001647 Date:1/17/2019 Time:9:24 AM  
DC.Gloria R. Hayward.Sumter County Page 3 of 8 B:3513 P:622

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LESSOR and LESSEE have caused this Memorandum to be duly executed on the date first written hereinabove.

**LESSOR:**

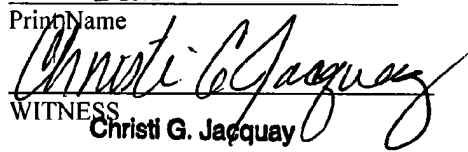
Central Sumter Utility Company, LLC, a  
Florida limited liability company

By: The Villages Operating Company, a Florida  
corporation, its Manager

By:   
Name: Kelsea Morse Manly  
Its: Vice President  
Date: 1/9/2019

  
\_\_\_\_\_

WITNESS  
Doris A. Pardo

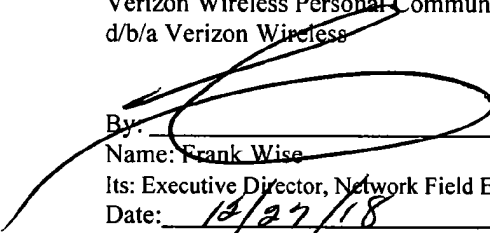
Print Name  
  
\_\_\_\_\_


WITNESS  
Christi G. Jacquay

Print Name

**LESSEE:**

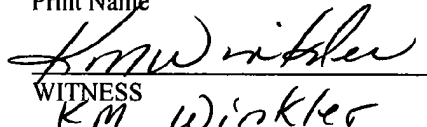
Verizon Wireless Personal Communications LP  
d/b/a Verizon Wireless

By:   
Name: Frank Wise  
Its: Executive Director, Network Field Engineering  
Date: 12/27/18

  
\_\_\_\_\_

WITNESS  
ANGELINA WEUER

Print Name

  
\_\_\_\_\_

WITNESS  
KM Winkler

Print Name

Inst:201960001647 Date:1/17/2019 Time:9:24 AM  
DC,Gloria R. Hayward,Sumter County Page 4 of 8 B:3513 P:623

STATE OF FLORIDA )  
 )  
COUNTY OF SUMTER )

**LESSOR ACKNOWLEDGMENT**

I, DORIS A. PARDO, do hereby certify that Kelsea Morse Manly personally came before me this day and acknowledged that she is the Vice President of The Villages Operating Company, the manager of **CENTRAL SUMTER UTILITY COMPANY, LLC**, a Florida limited liability company, and she, being authorized to do so, executed the foregoing **MEMORANDUM OF WATER TOWER LEASE AGREEMENT** as her own act and deed on behalf of **CENTRAL SUMTER UTILITY COMPANY, LLC**. She is personally known to me. ~~or has~~ produced as identification.

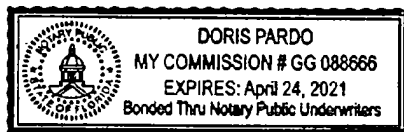
WITNESS my hand and official Notarial Seal, this 9 day of JANUARY, 2019.

Doris A. Pardo

Notary Public

My Commission Expires:

4/24/2021



STATE OF Florida )  
 )  
COUNTY OF Hillsborough )

**LESSEE ACKNOWLEDGMENT**

I, Misty Brantley, do hereby certify that Frank Wise personally came before me this day and acknowledged that he is the Executive Director, Network Field Engineering of **VERIZON WIRELESS PERSONAL COMMUNICATIONS LP** d/b/a Verizon Wireless, a Delaware limited partnership, and that he, as Executive Director, Network Field Engineering, being authorized to do so, executed the foregoing **MEMORANDUM OF WATER TOWER LEASE AGREEMENT** on behalf of **VERIZON WIRELESS PERSONAL COMMUNICATIONS LP** d/b/a Verizon Wireless. He is personally known to me.

WITNESS my hand and official Notarial Seal, this 21 day of Dec, 2018

Misty M. Brantley

Notary Public

My Commission Expires:

4/15/21



EXHIBIT A

Descriptions of Tower Space, Land Space, Rights of Way and Further Rights of Way  
(Page 1 of 4)

Legal Description of Parent Tract:

**LEGAL DESCRIPTION**

**THAT PORTION OF TRACT B, VILLAGES OF SUMTER BUENA VISTA CORRIDOR AS RECORDED IN PLAT BOOK 12, PAGES 1 THROUGH 10, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, LYING WITHIN SECTION 9, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:**

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(Page 2 of 4)

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[See attached two (2) pages depicting the Premises.]

TOWER INFO  LATITUDE: 28°50'43.70" NORTH LONGITUDE: 82°00'31.68" WEST (NAD 83)		VICINITY MAP  		FLOOD MAP  GRID TO TRUE NORTH CONVERGENCE 0.720"		TRUE NORTH TO MAGNETIC DECLINATION 6.03° W COMBINED SCALE FACTOR 0.989986311																	
FLOOD NOTE  RIGHT-OF-WAY OVERHEAD POWER		LEGEND  ○ 5/8" REBAR SET ■ 5/8" REBAR ■ FOUND PROPERTY BANNER POB POINT OF BEGINNING POC POINT OF COMMENCEMENT PDE POINT OF ENDING ○ CALCULATED POINT (A) REFERENCED INFORMATION (M) MEASURED ○ POWER POLE ○ CRY ANCHOR ■ POWER BOX □ TELEPHONE FEDERAL ■ GUARD POST ■ WATER METER ○ WATER VALVE ○ FIVE HYDRANT ■ VAULT ○ GASE TANK ■ CURB INLET ■ STOP SIGN		DRAWN BY: RAK CHECKED BY: RAK FIELD CROWN BY: RAK APP PROVED BY: WMS DATE: 07/14/18 SCALE: AS NOTED SHEET 1 OF 2		PROJECT NO. 17030 <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>REVISION / COMMENTS</th> <th>DATE</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>REVISIONS / COMMENTS</td> <td>07/10/18</td> <td>RJB</td> </tr> <tr> <td>2.</td> <td>ADDRESSED TITLE / REVISIONS</td> <td>07/15/18</td> <td>RJB</td> </tr> <tr> <td>1.</td> <td>15 UTILITY EASEMENT RELOCATION</td> <td>10/22/18</td> <td>RJB</td> </tr> </tbody> </table>		NO.	REVISION / COMMENTS	DATE	BY	1.	REVISIONS / COMMENTS	07/10/18	RJB	2.	ADDRESSED TITLE / REVISIONS	07/15/18	RJB	1.	15 UTILITY EASEMENT RELOCATION	10/22/18	RJB
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Inst 201960001647 Date: 1/17/2019 Time: 9:24 AM  
DC Gloria R. Hayward Sumter County Page 8 of 8 B 3513 P 627

15' x 30' LEASE AREA (AS-SURVEYED)

A portion of the Central Sumter Utility Company tract described in Book 2458, Page 780 as recorded in the Office of County Clerk for Sumter County, Florida, being in the SW 1/4 of Section 9, Township 19 South, Range 23 East, Sumter County, Florida, and being more particularly described as follows:  
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20' NON-EXCLUSIVE ACCESS EASEMENT (AS-SURVEYED)

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15' UTILITY EASEMENT (AS-SURVEYED)

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SURVEYOR'S NOTES

1. This is a Co-locate Tower Survey, made on the ground under the supervision of a Florida Registered Land Surveyor. Date of field survey.
2. The following surveying instruments were used at time of field visit: Nikon NPL-352, Total Station. Reflectionless one prism - Leica 1. RIK, CD 1142.
3. Bearings are based on Florida State Plane Coordinates NAD 83 by GPS observation.
4. All elevations were measured or located as a part of this survey, unless otherwise shown. Trees and shrubs not located, unless otherwise shown.
5. Benchmark used is a GPS Continuously Operating Reference Station, PG 077822, Oracle benchmark, is as shown herein. Elevations shown are based on the datum of the GPS station.
6. This survey was conducted for the purpose of a Co-locate Tower Survey only, and is not intended to delineate the regulatory jurisdiction of any federal, state, regional or local agency, board, commission or other similar entity.
7. Attention is directed to the fact that this survey may have been reduced or enlarged in size due to reproduction. This should be taken into consideration.
8. Surveyor hereby states the Geographic Coordinates and the elevation shown for the proposed centerline of the tower are accurate to within +/- 20 feet horizontally and to within +/- 3 feet vertically (FMA Accuracy Code 1A).
9. This Survey was conducted with the benefit of an Abstract. This search.
10. Survey shown herein conforms to the Minimum Requirements as set forth by the State Board for a Class 1A Survey.
11. The survey was conducted on 1/15/2019.
12. This survey is not valid without the original signature and the original seal of a state licensed surveyor and mapmaker.
13. This survey does not constitute a boundary survey of the Parcel Tract. Any parcel tract property lines shown herein are from supplied information.
14. Zoning information not provided at the time this survey was conducted.

PLATABLE EXCEPTIONS  
Chicago Title Insurance Company  
Commitment for Title Insurance Commitment No. 40750  
Date February 7, 2018 @ 6:00 am  
Schedule B, Section II

Exception No.	Instrument	Comment
①	Pert Bk. 12, Pg. 10	Does affect, blanket in nature.
②	O.R. Bk. 2451, Pg. 80	Does not affect.
③	O.R. Bk. 2458, Pg. 783	Does affect, blanket in nature.
④	O.R. Bk. 2538, Pg. 122	Does affect, blanket in nature.
⑤	O.R. Bk. 2538, Pg. 139	Does affect, blanket in nature.
⑥	O.R. Bk. 3052, Pg. 237	Does affect, blanket in nature.
⑦		Standard exceptions. Contain no survey matters.


SURVEYOR'S CERTIFICATION

I certify that all parts of this survey and drawings have been completed in accordance with the current laws and regulations of the State of Florida in the State of Florida in the best of my knowledge, information, and belief.

PRELIMINARY UNTIL FINALIZED WITH SIGNATURE AND SEAL  
William H. Sommerfeld, III  
Florida License No. 0006141


LAKE DENTON VILLAGES WATER TANK  
+B+  
SW 1/4, SEC. 9, T-19-S, R-23-E  
SUMTER COUNTY, FLORIDA

CLERKS MEMO: LEGIBILITY OF THE WRITING,  
TYPING, OR PRINTING IS UNSATISFACTORY IN  
THIS DOCUMENT.



SMW Engineering Group, Inc.  
158 Business Center Drive  
Birmingham, Alabama 35244  
Ph: 205-252-6885  
www.smweng.com

CO-LOCATE TOWER SURVEY

FOR: 

VERIZON WIRELESS  
10300 OLD ALABAMA HWY  
ALPHARETTA, GA 30017  
(678) 771-9500

DRAWN BY: RUS  
CHECKED BY: RUS  
APPROVED BY: RUS  
DATE: 04/27/18  
SCALE: NO SCALE  
SHEET 2 OF 2

PROJECT NO.  
17-5837

BY	DATE	REVISIONS / COMMENTS
RUS	07/16/16	
RUS	07/25/16	
RUS	10/27/16	15' UTILITY EASEMENT REDUCTION

EXHIBIT “D”

**EXHIBIT D**

*See Attached.*



# SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT " D " Page  
1 of 6

## LEGAL DESCRIPTION

### PARCEL C-1

THOSE PORTIONS OF TRACTS "C" AND "F", VILLAGES OF SUMTER KEY LARGO GOLF COURSE, AS RECORDED IN PLAT BOOK 9, PAGES 23 THROUGH 23C, INCLUSIVE, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF TRACT "A" OF AFORESAID PLAT; THE FOLLOWING FIVE (5) COURSES BEING ALONG THE BOUNDARY LINES OF AFORESAID TRACT "F": RUN S89°44'27"E, 45.46 FEET; THENCE S01°17'58"W, 281.66 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 38.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 88°57'35", AN ARC DISTANCE OF 59.00 FEET TO THE POINT OF TANGENCY; THENCE N89°44'27"W, 450.20 FEET; THENCE N47°59'40"W, 78.08 FEET TO A POINT ON THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2269, PAGE 791, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THE FOLLOWING FIVE (5) COURSES BEING ALONG THE BOUNDARY LINES OF SAID LANDS: RUN N31°32'26"E, 2.76 FEET; THENCE N48°22'58"W, 212.14 FEET; THENCE N81°36'39"W, 53.11 FEET; THENCE N81°33'35"W, 55.93 FEET; THENCE S44°04'25"W, 3.64 FEET TO A POINT ON THE BOUNDARY LINE ON AFORESAID TRACT "C"; THE FOLLOWING EIGHT (8) COURSES BEING ALONG SAID BOUNDARY LINES OF TRACT "C": RUN N81°49'07"W, 11.02 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 58.00 FEET AND A CHORD BEARING AND DISTANCE OF N20°08'49"W, 102.11 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 123°20'37", AN ARC DISTANCE OF 124.86 FEET; THENCE ALONG A NON-TANGENT LINE RUN N47°24'03"W, 12.31 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 5,507.00 FEET AND A CHORD BEARING AND DISTANCE OF N39°41'59"E, 557.16 FEET TO WHICH A RADIAL LINE BEARS S47°24'03"E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°47'57", AN ARC DISTANCE OF 557.40 FEET TO A POINT ON THE BOUNDARY OF THOSE LANDS DESCRIBED AS PARCEL N-4 AS RECORDED IN OFFICIAL RECORDS BOOK 2260, PAGE 540, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA; THE FOLLOWING EIGHT (8) COURSES BEING ALONG SAID BOUNDARY LINES OF PARCEL N-4: RUN ALONG A NON-TANGENT LINE S00°15'28"W, 209.34 FEET; THENCE S37°58'03"W, 98.27 FEET; THENCE S00°15'28"W, 74.44 FEET; THENCE S89°44'27"E, 190.24 FEET; THENCE DEPARTING SAID BOUNDARY LINE OF TRACT "C" RUN S89°44'27"E, 181.67 FEET; THENCE S00°15'33"W, 84.09 FEET; THENCE S89°44'27"E, 164.21 FEET TO A POINT ON THE BOUNDARY LINE OF AFORESAID TRACT "C"; THENCE ALONG SAID BOUNDARY LINE RUN N00°15'33"E, 21.39 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PORTION OF TRACT F, VILLAGES OF SUMTER KEY LARGO GOLF COURSE, AS RECORDED IN PLAT BOOK 9, PAGES 23 THROUGH 23C, INCLUSIVE, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF TRACT H, AS SHOWN ON SAID VILLAGES OF SUMTER KEY LARGO GOLF COURSE, RUN S47°59'40"E, ALONG THE NORTHERLY BOUNDARY THEREOF, A DISTANCE OF 40.65 FEET; THENCE DEPARTING SAID NORTH LINE, N42°00'20"E, 24.87 FEET TO THE POINT OF BEGINNING; THENCE N00°15'33"E, 100.00 FEET; THENCE S89°44'27"E, 100.00 FEET; THENCE S00°15'33"W, 100.00 FEET; THENCE N89°44'27"W, 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 6.73 ACRES, MORE OR LESS.

### GENERAL NOTES

1. THE SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY.
3. BEARINGS ARE BASED ON THE RECORD PLAT AND ARE REFERENCED TO THE EAST LINE OF TRACT "F" AS BEING S01°17'58"W, AN ASSUMED MERIDIAN.

8/15/19  
DATE

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



**FARNER  
BARLEY  
AND ASSOCIATES, INC.**

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S:\SURVEY NEW\SURVEY UTILITY COMPANIES\CSU SALE 2019\SKETCH\SKETCH C1 SEWER PLANT.dwg

Page  
2 of 6

LINE TABLE		
LINE	LENGTH	BEARING
L11	74.44'	S0°15'28"W
L12	84.09'	S0°15'33"W
L13	164.21'	S89°44'27"E
L14	21.39'	N0°15'33"E
L15	40.65'	S47°59'40"E
L16	24.87'	N42°00'20"E
L17	100.00'	N0°15'33"E
L18	100.00'	S89°44'27"E
L19	100.00'	S0°15'33"W
L20	100.00'	N89°44'27"W



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# SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT "D" Page  
3 of 6

## LEGAL DESCRIPTION

PARCEL C-2

TRACTS "D" AND "E", VILLAGES OF SUMTER UNIT NO. 208, AS RECORDED IN PLAT BOOK 13, PAGES 8 THROUGH 8M, INCLUSIVE, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C1	48.29'	60.00'	46°06'53"	S46°06'07"W	47.00'
C2	27.84'	593.38'	2°41'19"	S70°30'13"W	27.84'
C3	43.17'	196.00'	12°37'09"	S78°09'27"W	43.08'
C4	22.97'	30.00'	43°52'41"	N62°31'41"E	22.42'
C5	32.40'	513.64'	3°36'51"	S04°13'18"E	32.39'
C6	12.89'	20.00'	36°55'05"	N77°04'25"W	12.67'
C7	38.76'	176.00'	12°37'09"	S78°09'27"W	38.69'
C8	26.91'	573.38'	2°41'19"	S70°30'13"W	26.90'
C9	28.42'	40.00'	40°42'14"	S48°48'26"W	27.82'

LINE TABLE

LINE	LENGTH	BEARING
L1	37.54'	S84°28'02"W
L2	45.58'	S84°28'02"W

VILLAGES OF SUMTER  
UNIT NO. 208  
PLAT BOOK 13, PAGES 8-8M

TRACT "C"

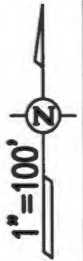
TRACT "D"  
1.19 ACRES±

TRACT "C"

TRACT "E"  
0.08 ACRES±

VILLAGES OF SUMTER  
UNIT NO. 207  
(PB 12; PGS 27-27C)

BONIFAY PATH



## GENERAL NOTES

1. THE SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY.
3. BEARINGS ARE BASED ON THE RECORD PLAT AND ARE REFERENCED TO THE EAST LINE OF TRACT "D" AS BEING S12°22'06"W, AN ASSUMED MERIDIAN.

8/19/12  
DATE

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



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# SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT " D " Page  
4 of 6

## LEGAL DESCRIPTION

### PARCEL C-3

THAT PORTION OF TRACT B, VILLAGES OF SUMTER BUENA VISTA CORRIDOR AS RECORDED IN PLAT BOOK 12, PAGES 1 THROUGH 1D, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, LYING WITHIN SECTION 9, TOWNSHIP 19 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 9 RUN N00°29'33"E, ALONG THE EAST LINE THEREOF A DISTANCE OF 1,328.62 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 9 AND A POINT ON THE BOUNDARY OF SAID TRACT B; THENCE DEPARTING SAID EAST LINE AND ALONG SAID BOUNDARY THE FOLLOWING COURSES: N89°36'18"W, 267.70 FEET; THENCE S00°31'39"W, 291.96 FEET; THENCE DEPARTING SAID BOUNDARY, N89°30'27"W, 192.00 FEET TO THE POINT OF BEGINNING; THENCE S53°25'30"W, 169.41 FEET; THENCE N48°22'59"W, 102.96 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 155.93 FEET AND A CHORD BEARING AND DISTANCE OF N34°23'36"E, 84.87 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 31°34'54", A DISTANCE OF 85.95 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2,553.57 FEET AND A CHORD BEARING AND DISTANCE OF N47°35'51"E, 72.14 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°37'08", A DISTANCE OF 72.15 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 162.83 FEET AND A CHORD BEARING AND DISTANCE OF N58°44'10"E, 65.01 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23°01'43", A DISTANCE OF 65.45 FEET; THENCE S25°08'17"E, 132.39 FEET TO THE POINT OF BEGINNING.

8/19/19

DATE

*William S. Barley*

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

### GENERAL NOTES

1. THE SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY.
3. BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 9-19-23 AS BEING N00°29'33"E, AN ASSUMED MERIDIAN.



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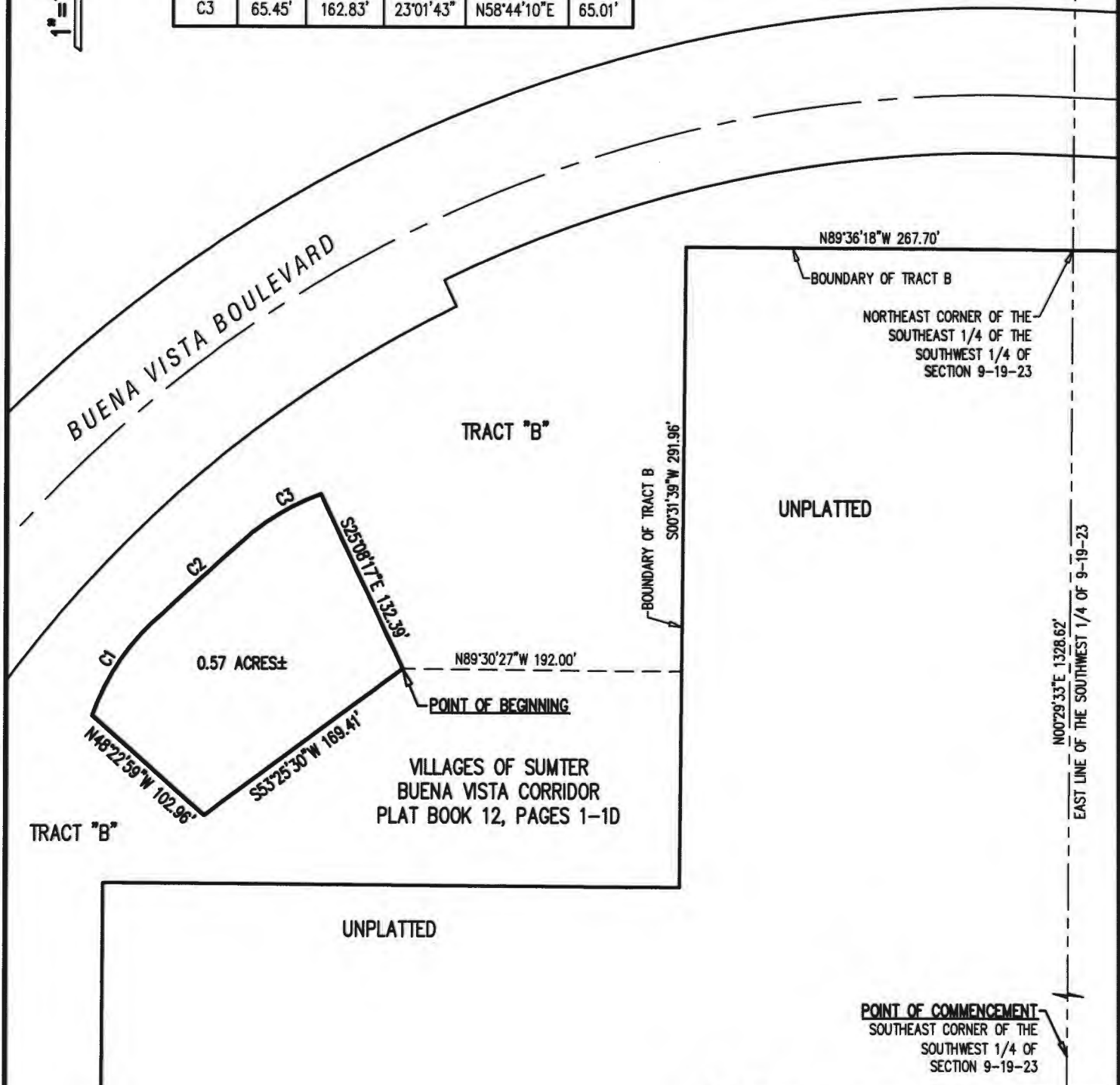
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# SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT "D" Page  
5 of 6



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BNG.	CHORD
C1	85.95'	155.93'	31°34'54"	N34°23'36"E	84.87'
C2	72.15'	2553.57'	1°37'08"	N47°35'51"E	72.14'
C3	65.45'	162.83'	23°01'43"	N58°44'10"E	65.01'





# SKETCH FOR DESCRIPTION (NOT A FIELD SURVEY)

EXHIBIT "D" Page  
6 of 6



## LEGAL DESCRIPTION

PARCEL C-4

TRACT "H", VILLAGES OF WILDWOOD ANTRIM DELLS, AS RECORDED IN PLAT BOOK 15, PAGES 16 THROUGH 16G, INCLUSIVE, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

BUENA VISTA BOULEVARD  
ORB 2332, PG 395

COUNTY ROAD NO. 44A  
RIGHT OF WAY OF COUNTY  
ROAD NO. 44A PER ORB  
2332, PG 395

TRACT "I"

VILLAGES OF WILDWOOD  
ANTRIM DELLS  
PLAT BOOK 15, PAGES 16-16G

TRACT "I"

TRACT "A"

35.00' S38°13'27"W 36.00'  
S51°46'33"E  
(UE)  
TRACT "H"  
0.03 ACRES±  
S38°13'27"W 35.00'  
S51°46'33"E 36.00'

67

68

83

66

65

DAY DRIVE

DATE

8/19/19

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

## GENERAL NOTES

1. THE SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS SKETCH PREPARED FOR DESCRIPTION PURPOSES ONLY AND DOES NOT REPRESENT A FIELD SURVEY.
3. BEARINGS ARE BASED ON THE RECORD PLAT AND ARE REFERENCED TO THE NORTHEAST LINE OF TRACT "H" AS BEING S51°46'33"E, AN ASSUMED MERIDIAN.



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EXHIBIT “D-1”

## **EXHIBIT D-1**

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

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

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

3. The Grantee shall maintain the elevated water tower and associated landscaping and lighting in a condition equal to the condition at the time of closing. Specifically, the color scheme, design and wording existing upon the elevated tower at the time of closing must be repainted as needed, but in no event less than every eight (8) years, which repainting will exactly duplicate the color, design and wording existing upon the elevated water tower at the time of closing, unless the Grantor provides prior written notice of its approval to a change in the color or signage appearing upon the elevated water tower at the time of closing.



EXHIBIT "G"

## **EXHIBIT G**

1. A schedule of the rates, fees, charges, and tariffs for the Utility System that are in effect on the Effective Date is attached to this Exhibit G as Schedule 1 hereto.

2. Other information relating to the rates, fees, charges, and tariffs for the Utility System is attached to this Exhibit G as Schedules 2 and 3 hereto.

*SCHEDULE 1 TO EXHIBIT G*

*See Attached.*

## SCHEDULE A

### CENTRAL SUMTER UTILITY COMPANY WATER AND WASTEWATER RATES AND CHARGES

#### A. RESIDENTIAL RATES:

##### Water (monthly)

- |                                 |         |
|---------------------------------|---------|
| 1. Capacity charge (base rate)  |         |
| 5/8 X 3/4" meter                | \$8.84  |
| 3/4 X 3/4" meter                | \$13.27 |
| 1" meter                        | \$22.10 |
| 2. Use rate - per 1,000 gallons |         |
| First 3,000 gallons             | \$2.09  |
| 3,001 and up                    | \$4.17  |

##### Wastewater (monthly)

- |  |         |
|--|---------|
| 1. Capacity charge - flat rate per connection                | \$15.72 |
| 2. Use rate - per 1,000 gallons to maximum of 10,000 gallons | \$5.00  |

##### Contribution in Aid of Construction

- |               |            |
|---------------|------------|
| 1. Water      | \$1,119.00 |
| 2. Wastewater | \$2,336.00 |

##### Construction Water Use

- |                       |         |
|-----------------------|---------|
| Water charge per home | \$15.00 |
|-----------------------|---------|

#### B. NON-RESIDENTIAL (COMMERCIAL) RATES:

##### Water (monthly)

- |  |            |
|--|------------|
| 1. Capacity charge by meter size (base rate) |            |
| 5/8 x 3/4"                                   | \$8.84     |
| 3/4 x 3/4"                                   | \$13.27    |
| 1"   | \$22.10    |
| 1-1/2"                                       | \$44.21    |
| 2"   | \$70.73    |
| 3"   | \$141.47   |
| 4"   | \$221.03   |
| 6"   | \$442.08   |
| 8"   | \$707.32   |
| 10"  | \$1,016.77 |
| 2. Use rate per 1,000 gallons                | \$2.09     |

## SCHEDULE A

### CENTRAL SUMTER UTILITY COMPANY WATER AND WASTEWATER RATES AND CHARGES

#### Wastewater (monthly)

##### 3 Capacity charge by meter size (base rate)

5/8 x 3/4"	\$15.72
3/4 x 3/4"	\$23.57
1"	\$39.28
1-1/2"	\$125.71
2"	\$251.43
3"	\$392.86
4"	\$785.68
6"	\$1,257.10
8"	\$1,807.10

Use rate per 1,000 gallons	\$5.89
----------------------------	--------

#### Contribution in Aid of Construction

1. Water - (based on projected daily flow) per gallon	\$13.01
2. Wastewater - (based on projected daily flow) per gallon	\$27.17

#### C. INTER-UTILITY BULK RATE

1. Water - per 1,000 gallons	\$1.00
2. Wastewater - per 1,000 gallons	\$4.17

#### D. METER INSTALLATION FEE

<u>Meter Size</u>	<u>Fee</u>
5/8 x 3/4"	\$215.00
3/4 x 3/4"	\$242.00
1"	\$300.00
1 1/2"	\$842.00
2"	\$988.00
3"	\$1,200.00
4"	\$2,230.00
6"	\$3,900.00
8"	\$6,300.00
Temporary Meter (all sizes)	\$68.00

## SCHEDULE B

### CENTRAL SUMTER UTILITY COMPANY MISCELLANEOUS FEES AND CHARGES

#### A. RESIDENTIAL:

1. Water Meter Relocation Fee	
5/8" x 3/4"	\$0.00
3/4" x 3/4"	\$0.00
1"	\$0.00
2. Water Meter Testing Fee	
5/8" x 3/4"	\$20.00
3/4" x 3/4"	no addressed
1"	\$25.00
1 1/2"	\$25.00
2" and Above	Actual Cost
Customers shall be allowed one (1) water meter test per fiscal year. Additional tests shall be charged to the customer/owner at the rates listed above. If the meter is determined to be performing outside of the manufacturer's accuracy specifications, the fee will be refunded.	
3. Reconnect Charge after Discontinuance of Service	
Regular Hours	\$21.00
After Hours	\$42.00
4. Meter Removal Fee	
5/8" x 3/4"	\$0.00
3/4" x 3/4"	\$0.00
1"	\$0.00
5. Damaging / Tampering / Altering Meter or Utility System	\$250.00

#### B. NON-RESIDENTIAL (COMMERCIAL):

1. Water Meter Testing Fee	
5/8" x 3/4"	\$0.00
3/4" x 3/4"	\$0.00
1"	\$0.00
1-1/2"	\$0.00
2"	\$0.00
3"	\$0.00
4"	\$0.00
6"	\$0.00
8"	\$0.00

## SCHEDULE B

### CENTRAL SUMTER UTILITY COMPANY MISCELLANEOUS FEES AND CHARGES

Customers shall be allowed one (1) water meter test per fiscal year. Additional tests shall be charged to the customer/owner at the rates listed above. If the meter is determined to be performing outside of the manufacturer's accuracy specifications, the fee will be refunded.

2. Reconnect Charge after Discontinuance of Service			
	Regular Hours		\$21.00
	After Hours		\$42.00
3. Meter Removal Fee			
	5/8 x 3/4"		\$0.00
	3/4 x 3/4"		\$0.00
	1"		\$0.00
	1-1/2"		\$0.00
	2"		\$0.00
	3"		\$0.00
	4"		\$0.00
	6"		\$0.00
	8"		\$0.00
	Temporary Meters (all sizes)		\$0.00
4. Deposit for Temporary Meter Installation			
	5/8 x 3/4"		\$0.00
	3/4 x 3/4"		\$0.00
	1"		\$0.00
	1-1/2"		\$0.00
	2"		\$0.00
	3"		\$0.00
	4"		\$0.00
	6"		\$0.00
	8"		\$0.00
5. Deposit for Potable Water and Sewer Account			
		WATER	SEWER
	5/8 x 3/4"	\$26.00	\$54.00
	3/4 x 3/4"	\$0.00	\$0.00
	1"	\$108.00	\$108.00
	1-1/2"	2X AVG estimated Monthly Bill	2X AVG estimated Monthly Bill
	2"	2X AVG estimated Monthly Bill	2X AVG estimated Monthly Bill
	3"	2X AVG estimated Monthly Bill	2X AVG estimated Monthly Bill
	4"	2X AVG estimated Monthly Bill	2X AVG estimated Monthly Bill
	6"	2X AVG estimated Monthly Bill	2X AVG estimated Monthly Bill
	8"	2X AVG estimated Monthly Bill	2X AVG estimated Monthly Bill

*SCHEDULE 2 TO EXHIBIT G*

*See Attached.*



COMMISSIONERS:  
ART GRAHAM, CHAIRMAN  
LISA POLAK EDGAR  
RONALD A. BRISÉ  
JULIE I. BROWN  
JIMMY PATRONIS

STATE OF FLORIDA



DIVISION OF ECONOMICS  
GREG SHAFER  
DIRECTOR  
(850) 413-6410

# Public Service Commission

June 30, 2015

Mr. H.G. Morse  
Central Sumter Utility Company, LLC  
1020 Lake Sumter Landing  
The Villages, FL 32162

WS-NUMBER 15-0031

**RE: Utility Tariff Clarification/Electronic Reformatting Project**

Dear Mr. Morse:

The Florida Public Service Commission (Commission) staff is in the process of reviewing the tariffs of all regulated water and wastewater utilities and updating them into a model format that will be maintained in both paper and electronic media. Attached is an updated copy of the tariff(s) for your utility.

**Water Tariff**  
**Original Sheet Nos. 1.0 - 22.0**

**Wastewater Tariff**  
**Original Sheet Nos. 1.0 - 21.0**

Pursuant to Rule 25-30.135(3), Florida Administrative Code (F.A.C.), utilities are required to maintain a copy of their tariff, as well as a copy of current developer agreements, Chapters 25-9, 25-22, and 25-30, F.A.C., and Chapter 367, Florida Statutes, at the utility office. You may obtain a copy of Chapters 25-9, 25-22, and 25-30, F.A.C., and Chapter 367, Florida Statutes, either on the Commission's website or by contacting our office.

If you would like an electronic copy of the tariff, please contact our office with the email address to which you would like to have it forwarded. If you have any questions, contact Ana Ortega, Rate Design Section, at (850) 413-6435 or [aortega@psc.state.fl.us](mailto:aortega@psc.state.fl.us).

Sincerely,

*Greg Shafer / PR*  
Greg Shafer  
Director

GS/ao  
Enclosures