BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Merritt Island Utility Company, Inc., Application )
For Approval of Transfer of Colony Waste Services, LLC )
in Brevard County, Florida )
Colony Waste Services, LLC Application for Approval of )
Transfer of Colony Park Development Utilities, LLC in )
Brevard County, Florida )

Docket No. _________
Filed: January 17, 2017

MERRITT ISLAND UTILITY COMPANY, INC.
APPLICATION FOR APPROVAL OF TRANSFER
OF COLONY WASTE SERVICES, LLC WASTEWATER SYSTEM
IN BREvard COUNTY, FLORIDA

Merritt Island Utility Company, Inc. ("Merritt Island" or "Buyer"), by and through its
undersigned representative, and pursuant to Sections 367.071, Florida Statutes, and Rule 25-
30.037, Florida Administrative Code, hereby files this Application for approval of the transfer of
the Wastewater System of Colony Waste Services, LLC ("Seller") Certificate Nos. 137-S. In
support of this Application, Merritt Island states as follows:

APPLICANT INFORMATION

1. The name and address of the Buyer for purposes of this Application, and as it
should appear on Merritt Island Utility Company, Inc. Commission-issued wastewater certificate
are:

Gary A. Deremer, President
Merritt Island Utility Company, Inc.
4939 Cross Bayou Blvd.
New Port Richey, Florida, 34652
Tel: (727) 848 8292
Fax: (727) 848 7701

2. The name and address of Merritt Island Utility Company, Inc.'s authorized
representatives are:
Representative’s Name and Title:

Gary A. Deremer, President
Merritt Island Utility Company, Inc.
4939 Cross Bayou Blvd.
New Port Richey, Florida, 34652

Troy Rendell, Manager of Regulated Utilities
Merritt Island Utility Company, Inc.
4939 Cross Bayou Blvd.
New Port Richey, Florida, 34652
727-848-8292

3. The Seller’s representatives for purposes of this Application are:

Joseph Foody
Colony Waste Services, LLC
161 SW 11 Ct
Boca Raton, FL 33486
(561) 926-4858

4. Attached hereto is Merritt Island’s Application for Approval of Purchase of the Seller’s system in Brevard County, Florida (the “Application”). The attached Application includes all of the information required by Rule 25-30.037, Florida Administrative Code.

5. Also attached hereto is Colony Waste Services, LLC’s Application for Approval of Purchase of Colony Park Development Utilities, LLC wastewater utility system in Brevard County, Florida. Merritt Island purchased the wastewater utility system from Colony Waste Services, LLC subsequent to the closing thereof.

6. Merritt Island entered into a Commercial Contract with Colony Waste Services, LLC on December 7, 2016. (Exhibit A) The closing of the sales transaction took place on December 22, 2016. (Exhibit B). Prior to this transaction, Cypress Strand Properties, LLC entered into a Purchase and Sale Agreement and Escrow Agreement for the purchase of both the mobile home park and the wastewater utility on January 27, 2016. The sale and purchase of the
utility was placed into escrow pending approval by the Florida Public Service Commission. The Purchase and Sale Agreement was amended by First Amendment on March 14, 2016. The Escrow Agreement was further amended to reflect Colony Waste Services, LLC on March 28, 2016. At that time, Colony Waste Services, LLC took over the operation and management of the wastewater utility pending FPSC approval.

8. Colony Waste Services, LLC entered into negotiations to sell the wastewater utility to the current owner, Merritt Island Utility Company, LLC soon thereafter. Subsequent to the Commercial Contract was entered into, the Escrow Agreement was released and the final sale closing of the utility to Colony Waste Services, LLC took place on November 28, 2016.

9. Merritt Island is a Florida corporation authorized to do business in Florida as of November 28, 2016.

10. Attached hereto is Merritt Island’s application for transfer of the Wastewater Systems of Colony Waste Services, LLC

WHEREFORE, Utility Company requests that this Commission:

A. Grant Colony Waste Services, LLC’s Application

B. Grant Merritt Island Utility Company, Inc.’s Application;

B. Approve the transfer of the Wastewater Utility System owned by Colony Park Development Utilities, LLC to Colony Waste Services, LLC and simultaneously approve the transfer of the Wastewater Utility System owned by Colony Waste Services, LLC to Merritt Island Utility Company, Inc. as described herein and in the attached application and,
C. Grant such other relief as appropriate.

Respectfully submitted this 17\textsuperscript{th} day of January 2017.

Name: Gary A. Deremer
Title: President
Merritt Island Utility Company, Inc.
4939 Cross Bayou Blvd.
New Port Richey, FL 34652
Merritt Island Utility Company Inc
4939 Gross Bayou Blvd.
New Port Richey, FL 34652
727-648-8292

1/9/2017

PAY TO THE ORDER OF Florida Public Service Commission

Seven Hundred Fifty and 00/100

Dollars

Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

Merritt Island Utility Company Inc
Florida Public Service Commission
1/9/2017

Cash Bank-Checking Filing Fee

Cash Bank-Checking Filing Fee

Check received with filing and forwarded to Fiscal for deposit. Fiscal to forward deposit information to Records.

Initials of person who forwarded check:

750.00

750.00
Merritt Island Utility Company, Inc.
Filing Fee Pursuant to Rule 25-30.020, Florida Administrative Code

**Wastewater**

**Permitted Capacity:** 70,000 gallons  
**350 gpd per ERC:** 280 gpd  
**Number of ERCs:** 250 ERCs  

**Filing Fee:** $750
FLORIDA PUBLIC SERVICE COMMISSION

INSTRUCTIONS FOR COMPLETING EXAMPLE
APPLICATION FOR TRANSFER OF CERTIFICATES OR FACILITIES
FROM A REGULATED UTILITY TO ANOTHER REGULATED UTILITY

(Pursuant to Section 367.071, Florida Statutes, and
Rule 25-30.037(2), Florida Administrative Code)

General Information

The attached form is an example application that may be completed by the applicant and filed with the Office of Commission Clerk to comply with Rule 25-30.037(2), Florida Administrative Code (F.A.C.). Any questions regarding this form should be directed to the Division of Engineering at (850) 413-6910.

Instructions

1. Pursuant to Rule 25-30.037(1)(a), F.A.C., if a transfer occurs prior to Commission approval, the utility shall submit an application for authority to transfer no later than 90 days after the sale closing date.

2. Fill out the attached application form completely and accurately.

3. Complete all the items that apply to your utility. If an item is not applicable, mark it "N.A." Do not leave any items blank.

4. Remit the proper filing fee pursuant to Rule 25-30.020, F.A.C., with the application.

5. Provide proof of noticing pursuant to Rule 25-30.030, F.A.C. This may be provided as a late-filed exhibit.

6. The completed application, attached exhibits, and the proper filing fee should be mailed to:

   Office of Commission Clerk
   Florida Public Service Commission
   2540 Shumard Oak Boulevard
   Tallahassee, Florida 32399-0850

Form PSC 1005 (12/15)
Rule 25-30.037, F.A.C.
Pine Harbour Waterworks, Inc.
Filing Fee Pursuant to Rule 25-30.020, Florida Administrative Code

**Wastewater**

- Permitted Capacity: 50,000 gallons
- 350 gpd per ERC: 280 gpd
- Number of ERCs: 178.57 ERCs

Filing Fee: $750
APPLICATION FOR TRANSFER OF CERTIFICATES OR FACILITIES
FROM A REGULATED UTILITY TO ANOTHER REGULATED UTILITY

(Pursuant to Section 367.071, Florida Statutes, and
Rule 25-30.037(2), Florida Administrative Code)

Pursuant to Rule 25-30.037(1)(a), F.A.C., if a transfer occurs prior to Commission approval, the utility shall submit an application for authority to transfer no later than 90 days after the sale closing date.

To: Office of Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

The undersigned hereby makes application for the transfer of facilities and transfer or cancellation of Water Certificate No. _______ and/or Wastewater Certificate No. 137-S and amendment of Water Certificate No. _______ and/or Wastewater Certificate No. _______ in Brevard County, Florida, and submits the following information:

PART I

APPLICANT INFORMATION

A) Contact Information for Utility/Seller. The utility/seller’s certificated name, address, telephone number, and if applicable, fax number, e-mail address, and website address. The utility’s name should reflect the business and/or fictitious name(s) registered with the Department of State’s Division of Corporations:

Colony Waste Services, LLC
Utility Name

161 SW 11 Ct
Office Street Address

Boca Raton FL 33486
City State Zip Code

Mailing Address (if different from Street Address)

City State Zip Code
B) The contact information of the seller’s authorized representative to contact concerning this application:

Joseph Foody
Name

Same as above
Mailing Address

City State Zip Code

(561) 926-4858
Phone Number

Fax Number

joeafoody@gmail.com
E-Mail Address

C) Contact Information for Buyer. The buyer’s name, address, telephone number, Federal Employer Identification Number, and, if applicable, fax number, e-mail address, website address, and new name of the utility if the buyer plans to operate under a different name. The buyer’s business name, and if applicable, new utility name, should reflect the business and/or fictitious name(s) registered with the Department of State’s Division of Corporations.

Merritt Island Utility Company, Inc.
Buyer’s Name
4939 Cross Bayou Blvd.  
Office Street Address

New Port Richey  
City
FL  
State
32652  
Zip Code

Troy Rendell, Manager of Regulated Utilities  
Name

(727) 848-8292  
Phone Number
(727) 848-7701  
Fax Number

E) The name, address, telephone number, and if available, e-mail address and fax number of the person in possession of the books and records when the application is filed.
Troy Rendell

Name

Same as above.

Mailing Address

City

State

Zip Code

(   ) -

Phone Number

Fax Number

same as above

E-Mail Address

F) Indicate the nature of the utility’s/buyer’s business organization (check one). Provide documentation from the Florida Department of State, Division of Corporations, showing the utility’s/buyer’s business name and registration/document number for the business, unless operating as a sole proprietor.

☒ Corporation

Number

P16000094483

☐ Limited Liability Company

Number

☐ Partnership

Number

☐ Limited Partnership

Number

☐ Limited Liability Partnership

Number

☐ Sole Proprietorship

☐ Association

☐ Other (Specify)
If the utility is doing business under a fictitious name, provide documentation from the Florida Department of State, Division of Corporations showing the utility's fictitious name and registration number for the fictitious name.

☐ Fictitious Name (d/b/a) ________________________________  Registration Number ________________________________

G) The name(s), address(es), and percentage of ownership of each entity or person which owns or will own more than 5 percent interest in the utility (Use additional sheet if necessary).

Gary Deremer - 100%

H) Provide the date and state of incorporation or organization of the buyer.

November 28, 2016 - State of Florida

PART II TRANSFER OF CERTIFICATE

A) DESCRIPTION OF SALE AGREEMENT

1) Exhibit A - Provide a copy of the contract for sale and all auxiliary or supplemental agreements. If the sale, assignment, or transfer occurs prior to Commission approval, the contract shall include a provision stating that the contract is contingent upon Commission approval.

2) Exhibit B - Provide the following documentation of the terms of the transfer:
   a) The date the closing occurred or will occur.
      December 22, 2016
   b) The purchase price and terms of payment.
      $35,000 cash purchase
   c) A list of and the dollar amount of the assets purchased and liabilities assumed or not assumed, including those of non-regulated operations or entities.
      See attached schedule
d) A description of all consideration between the parties, including promised salaries, retainer fees, stock, stock options, and assumption of obligations.

Not Applicable.

e) Provisions regarding the disposition, where applicable, of customer deposits and interest thereon, guaranteed revenue contracts, developer agreements, customer advances, debt of the utility, and leases.

There are no customer deposits. There are no developer agreements or customer advances. Buyer does not assume any debt.

f) A statement that the buyer will fulfill the commitments, obligations, and representations of the seller with regard to utility matters.

Buyer will fulfill the commitments, obligations, and representations of the seller with regard to utility matters.

g) A provision that the buyer has or will obtain the books and records of the seller, including all supporting documentation for rate base additions since the last time rate base was established for the utility.

Buyer is in the process of obtaining the books and records of the seller, including all supporting documentation.

h) A statement that the utility’s books and records will be maintained using the National Association of Regulatory Utility Commissioners (NARUC) Uniform System of Accounts (USOA).

Buyer will maintain its books and records using the NARUC USOA.
i) A statement that the utility’s books and records will be maintained at the utility’s office(s) within Florida, or that the utility will comply with the requirements of Rule 25-30.110(1)(b) and (c), F.A.C., regarding maintenance of utility records at another location or out-of-state. If the records will not be maintained at the utility’s office(s), the statement should include the location where the utility intends to maintain the books and records.

The books and records will be maintained at the utility's office in New Port Richey, FL. See address above.

B) FINANCIAL ABILITY

1) Exhibit C - Provide a detailed financial statement (balance sheet and income statement), audited if available, of the financial condition of the applicant, that shows all assets and liabilities of every kind and character. The financial statements shall be for the preceding calendar or fiscal year. The financial statement shall be prepared in accordance with Rule 25-30.115, F.A.C. If available, a statement of the sources and uses of funds shall also be provided.

2) Exhibit C - Provide a list of all entities, including affiliates, upon which the buyer is relying to provide funding to the utility and an explanation of the manner and amount of such funding. The list need not include any person or entity holding less than 5 percent ownership interest in the utility. The applicant shall provide copies of any financial agreements between the listed entities and the utility and proof of the listed entities’ ability to provide funding, such as financial statements.

See Exhibit C - financial statements will be provided under separate cover letter requesting confidential treatment.

C) TECHNICAL ABILITY

1) Exhibit D - Provide the buyer’s experience in the water or wastewater industry.

See Exhibit D

2) Exhibit D - Provide the buyer’s plans for ensuring continued operation of the utility, such as retaining the existing plant operator(s) and office personnel, or contracting with outside entities.

D) TERRITORY DESCRIPTION, PUBLIC INTEREST, AND FACILITIES
1) Exhibit F - Provide a legal description of the proposed service area in the format prescribed in Rule 25-30.029, F.A.C.

2) Exhibit F - Provide a statement explaining why the transfer is in the public interest.

   See Exhibit F. Previous owner has no utility experience and WWTP needs repairs.

3) Exhibit G - Provide a statement from the buyer that after reasonable investigation, the system being acquired appears to be in satisfactory condition and compliance with all applicable standards set by the DEP, or, if the system is in need of repair or improvement, has any outstanding Notice of Violation of any standard set by the DEP or any outstanding consent orders with the DEP, the buyer shall provide a description of the repairs or improvements that have been identified, the governmental entity that required the repairs or improvements, if applicable, the approximate cost to complete the repairs or improvements, and any agreements between the seller and buyer regarding who will be responsible for any identified repairs or improvements.

   See Exhibit G. Minor out of compliance in most recent DEP inspection.

   Merritt Island Utility Company is planning to address the minor deficiencies and repair and/or replace the diffusers and hand rails.

4) Exhibit H - Provide documentation of the utility's right to continued long-term use of the land upon which the utility treatment facilities are located. This documentation shall be in the form of a recorded warranty deed, recorded quit claim deed accompanied by title insurance, recorded long-term lease, such as a 99-year lease, or recorded easement. The applicant may submit an unrecorded copy of the instrument granting the utility's right to access and continued use of the land upon which the utility treatment facilities are or will be located, provided the applicant files a recorded copy within the time prescribed in the order granting the transfer.

5) Exhibit I - Provide a copy of all of the utility's current permits from the Department of Environmental Protection (DEP) and the water management district.

6) Exhibit I - Provide a copy of the most recent DEP and/or county health department sanitary survey, compliance inspection report, and secondary water quality standards report.
7) Exhibit K - Provide a copy of all of the utility's correspondence with the DEP, county health department, and water management district, including consent orders and warning letters, and the utility's responses to the same, for the past five years.

8) Exhibit L - Provide a copy of all customer complaints that the utility has received regarding DEP secondary water quality standards during the past five years.

E) PROPOSED TARIFF

Exhibit M - Provide a tariff containing all rates, classifications, charges, rules, and regulations, which shall be consistent with Chapter 25-9, F.A.C. See Rule 25-30.037, F.A.C., for information about water and wastewater tariffs that are available and may be completed by the applicant and included in the application.

F) ACCOUNTING INFORMATION

1) Exhibit N - Provide the proposed net book value of the system as of the date of the proposed transfer, and a statement setting out the reasons for the inclusion of an acquisition adjustment, if one is requested. If rate base has been established by this Commission, provide the docket and the order number. In addition, provide a schedule of all subsequent changes to rate base.

2) Exhibit O - Provide a statement from the buyer that it has obtained or will obtain copies of all of the federal income tax returns of the seller from the date the utility was first established or the rate base was last established by the Commission, whichever is later. If the tax returns have not been obtained, provide a description of the steps taken to obtain the tax returns.

3) Exhibit P - Provide a statement regarding the disposition of outstanding regulatory assessment fees, fines, or refunds owed and which entity will be responsible for paying regulatory assessment fees and filing the annual report for the year of the transfer and subsequent years.

Buyer is responsible for regulatory assessment fees beginning in January 2017.
Seller responsible for regulatory assessment fees from April 2016 through December 2016. Prior owner responsible for RAFs for remaining period.
4) Exhibit Q - If the buyer currently owns other water or wastewater utilities that are regulated by this Commission, provide a schedule reflecting any economies of scale that are anticipated to be achieved within the next three years and the effect on rates for existing customers served by both the utility being purchased and the buyer’s other utilities.

G) NOTICING REQUIREMENTS

Exhibit - R - Provide proof of noticing pursuant to Rule 25-30.030, F.A.C. This may be provided as a late-filed exhibit.

PART III

Please sign and date the utility’s completed application.

APPLICATION SUBMITTED BY:

[Signature]

Applicant’s Signature

[Name]

Applicant’s Name (Printed)

[Title]

Applicant’s Title

[Date]

Date
EXHIBIT A
Rule 25-30.037 (2)(i)

A copy of the contract for sale and all auxiliary or supplemental agreements. If the sale, assignment, or transfer occurs prior to Commission approval, the contract shall include a provision stating that the contract is contingent upon Commission approval.

A copy of the Commercial Contract and Quit Claim Bill of Sale, including attachments, by and between Colony Waste Services, LLC and Merritt Island Utility Company, Inc. are attached hereto.
Commercial Contract

1. PARTIES AND PROPERTY: ____________ Merritt Island Utility Company, Inc. ("Buyer")
   2. agrees to buy and ____________ Colony Waste Services, LLC, a Florida limited liability company ("Seller")
   3. agrees to sell the property as: Street Address: 6710 Orleans Court, Merritt Island, FL 32953
   4. Legal Description: See Exhibit "A" attached hereto and made a part hereof and including all improvements and fixtures thereto.
   5. and the following Personal Property: See Exhibit "B" attached hereto and made a part hereof.

   (all collectively referred to as the "Property") on the terms and conditions set forth below.

2. PURCHASE PRICE:

   (a) Deposit held in escrow by ____________ Cappello Law $ ____________ 35,000.00
   11. (b) Additional deposit to be made to Escrow Agent within ___ days after Effective Date $ ____________ 0.00
   12. (c) Additional deposit to be made to Escrow Agent within ___ days after Effective Date $ ____________ 0.00
   13. (d) Total financing (see Paragraph 5) $ ____________ 0.00
   14. (e) Other $ ____________ 0.00

   (f) All deposits will be credited to the purchase price at closing. Balance to close, subject to adjustments and prorations, to be paid with locally drawn cashier’s or official bank check(s) or wire transfer. $ ____________ 30,000.00

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by Seller and Buyer and an executed copy delivered to all parties on or before ________, this offer will be withdrawn and the Buyer’s deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days from the date the counter offer is delivered. The “Effective Date” of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer.
   21. Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next business day. Time is of the essence in this Contract.

4. CLOSING DATE AND LOCATION:

   (a) Closing Date: This transaction will be closed on __December 22, 2016__ (Closing Date), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property insurance, Buyer may postpone closing up to 5 days after the insurance underwriting suspension is lifted.

   Buyer (__) and Seller (__) acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.
31° (b) Location: Closing will take place in Palm Beach County, Florida. (If left blank, closing will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

39 5. THIRD PARTY FINANCING:

49° BUYER’S OBLIGATION: Within N/A days (5 days if left blank) after Effective Date, Buyer will apply for third party financing in an amount not to exceed ______ % of the purchase price or $_______. with a fixed interest rate not to exceed N/A % per year with an initial variable interest rate not to exceed N/A %, with points or commitment or loan fees not to exceed ______ % of the principal amount, for a term of N/A years, and amortized over N/A years, with additional terms as follows:

59° Buyer will timely provide any and all credit, employment, financial and other information reasonably required by any lender. Buyer will use good faith and reasonable diligence to (i) obtain Loan Approval within N/A days (45 days if left blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and (iii) close the loan. Buyer will keep Seller and Broker fully informed about loan application status and authorizes the mortgage broker and lender to disclose all such information to Seller and Broker. Buyer will notify Seller immediately upon obtaining financing or being rejected by a lender. CANCELLATION: If Buyer, after using good faith and reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, Buyer may within N/A days (3 days if left blank) deliver written notice to Seller stating Buyer either waives this financing contingency or cancels this Contract. If Buyer does not, then Seller may cancel this Contract by delivering written notice to Buyer at any time thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of those conditions of Loan Approval related to the Property. DEPOSIT(S) (for purposes of Paragraph 6 only): If Buyer has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or before the Closing Date without fault on Buyer’s part, the Deposit(s) shall be returned to Buyer, whereupon both parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract as set forth above or Buyer fails to use good faith or reasonable diligence as set forth above, Seller will be entitled to retain the Deposit(s) if the transaction does not close.

69° 6. TITLE: Seller has the legal capacity to and will convey marketable title to the Property by ☐ statutory warranty deed ☐ other _____ special warranty deed __________ free of liens, easements and encumbrances of record or known to Seller, but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) __________:

provided there exists at closing no violation of the foregoing and none of them prevents Buyer’s intended use of the Property as __________:

(a) Evidence of Title: The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. Seller will, at (check one) ☐ Seller’s ☐ Buyer’s expense and within ___ days ☐ after Effective Date ☐ or at least 15 days before Closing Date deliver to Buyer (check one) ☐ ☐ a title insurance commitment by a Florida licensed title insurer seller forth those matters to be discharged by Seller at or before Closing and, upon Buyer recording the deed, an owner’s policy in the amount of the purchase price for fee simple title subject only to exceptions stated above. If Buyer is paying for the evidence of title and Seller has an owner’s policy, Seller will deliver a copy to Buyer within 15 days after Effective Date.

(b) Title Examination: Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller of title defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or Buyer ☐ ☐ and Seller ☐ ☐ acknowledge receipt of a copy of this page, which is Page 2 of 6 Pages.
(2) Buyer delivers proper written notice and Seller cures the defects within 30 days from receipt of the notice ("Cure Period"). If the defects are cured within the Cure Period, closing will occur within 10 days from receipt by Buyer of notice of such curing. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, Buyer will have 10 days from receipt of notice of Seller's inability to cure the defects to elect whether to terminate this Contract or accept subject title to existing defects and close the transaction without reduction in purchase price.

(c) Survey: (check applicable provisions below)

☐ I. Seller will, within _____ days from Effective Date, deliver to Buyer copies of prior surveys, plans, specifications, and engineering documents, if any, and the following documents relevant to this transaction:

☐ prepared for Seller or in Seller’s possession, which show all currently existing structures. In the event this transaction does not close, all documents provided by Seller will be returned to Seller within 10 days from the date this Contract is terminated.

☐ Buyer will, at Seller’s expense and within the time period allowed to deliver and examine title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, Buyer will accept the Property with existing encroachments and such encroachments will constitute a title defect to be cured within the Cure Period.

(d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

7. PROPERTY CONDITION: Seller will deliver the Property to Buyer at the time agreed in its present “as is” condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. Seller makes no warranties other than marketability of title. In the event that the condition of the Property has materially changed since the expiration of the Due Diligence Period, Buyer may elect to terminate the Contract and receive a refund of any and all deposits paid, plus interest, if applicable. By accepting the Property “as is”, Buyer waives all claims against Seller for any defects in the Property. (Check (a) or (b)).

☐ (a) As is: Buyer has inspected the Property or waives any right to inspect and accepts the Property in its “as is” condition.

☐ (b) Due Diligence Period: Buyer will, at Buyer’s expense and within 15 days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in Buyer’s sole and absolute discretion, for Buyer’s intended use and development of the Property as specified in Paragraph 6. During the Due Diligence Period, Buyer may conduct any tests, analyses, surveys and investigations ("Inspections") which Buyer deems necessary to determine to Buyer’s satisfaction the Property’s engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that Buyer deems appropriate to determine the suitability of the Property for Buyer’s intended use and development. Buyer will deliver written notice to Seller prior to the expiration of the Due Diligence Period of Buyer’s determination of whether or not the Property is acceptable. Buyer’s failure to comply with this notice requirement will constitute acceptance of the Property in its present “as is” condition. Seller grants to Buyer, its agents, contractors and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting inspections; provided, however, that Buyer, its agents, contractors and assigns enter the Property and conduct inspections at their own risk. Buyer will indemnify and hold Seller harmless from losses, damages, costs, claims and expenses of any nature, including attorneys’ fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a mechanic’s lien being filed against the Property without Seller’s prior written consent. In the event this transaction does not close, (1) Buyer will repair all damages to the Property resulting from the inspections and return the Property to the condition it was in prior to conduct of the Inspections; and (2) Buyer will, at Buyer’s expense release to Seller all reports and other work generated as a result of the Inspections. Should Buyer deliver timely notice that the Property is not acceptable, Seller agrees that Buyer’s deposit will be immediately returned to Buyer and the Contract terminated.

(e) Walk-through Inspection: Buyer may, on the day prior to closing or any other time mutually agreeable to the parties, conduct a walk-through inspection of the Property. Buyer and Seller acknowledge receipt of a copy of this page, which is Page 3 of 8 Pages.
parties, conduct a final “walk-through” inspection of the Property to determine compliance with this paragraph and 

8. OPERATION OF PROPERTY DURING CONTRACT PERIOD: Seller will continue to operate the Property and any 
business conducted on the Property in the manner operated prior to Contract and will take no action that would 

determately impact the Property, tenants, lenders or business, if any. Any changes, such as renting vacant space, that 

adversely impact the Property or Buyer’s intended use of the Property will be permitted only with Buyer’s consent 

without Buyer’s consent.

9. CLOSING PROCEDURE: Unless otherwise agreed or stated herein, closing procedure shall be in accordance with 

the norms where the Property is located.

(a) Possession and Occupancy: Seller will deliver possession and occupancy of the Property to Buyer at 
closing. Seller will provide keys, remote controls, and any security/access codes necessary to operate all locks, 

mailboxes, and security systems.

(b) Costs: Buyer will pay Buyer’s attorneys’ fees, taxes and recording fees on notes, mortgages and financing 

statements and recording fees for the deed. Seller will pay Seller’s attorneys’ fees, taxes on the deed and 

recording fees for documents needed to cure title defects. If Seller is obligated to discharge any encumbrances at or 

prior to closing and fails to do so, Buyer may purchase proceeds to satisfy the encumbrances.

(c) Documents: Seller will provide the deed; bill of sale; mechanic’s lien affidavit; originals of those assignable 

service and maintenance contracts that will be assumed by Buyer after the Closing Date and letters to each 

service contractor from Seller advising each of them of the sale of the Property and, if applicable, the transfer of its 

contract, and any assignable warranties or guarantees received or held by Seller from any manufacturer, 

contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium 
documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters; tenant 

subordination, non-disturbance and attornment agreements (SNDAs) required by the Buyer or Buyer’s lender; 

assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in 

ownership/tenants. If any tenant refuses to execute an estoppel letter, Seller will certify that information 

regarding the tenant’s lease is correct. If Seller is an entity, Seller will deliver a resolution of its Board of Directors 

authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and 

setting forth facts showing the conveyance conforms to the requirements of local law. Seller will transfer security 

deposits to Buyer. Buyer will provide the closing statement, mortgages and notes, security agreements, and 

financing statements.

(d) Taxes and Prorations: Real estate taxes, personal property taxes on any tangible personal property, bond 
payments assumed by Buyer, interest, rents (based on actual collected rents), association dues, insurance 

premiums acceptable to Buyer, and operating expenses will be prorated through the day before closing. If the 

amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due 

allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request 
of either party, be readjusted upon receipt of current year’s tax bill; this provision will survive closing.

(e) Special Assessment Liens: Certified, confirmed, and ratified special assessment liens as of the Closing Date 

will be paid by Seller. If a certified, confirmed, and ratified special assessment is payable in installments, Seller will 

pay all installments due and payable on or before the Closing Date, with any installment for any period extending 
beyond the Closing Date prorated, and Buyer will assume all installments that become due and payable after the 
Closing Date. Buyer will be responsible for all assessments of any kind which become due and owing after Closing 
Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially 
completed as of the Closing Date but has not resulted in a lien before closing, Seller will pay the amount of the last 
estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and 
does not apply to condominium association special assessments.

(f) Foreign Investment in Real Property Tax Act (FIRPTA): If Seller is a “foreign person” as defined by FIRPTA, 

Seller and Buyer agree to comply with Section 1445 of the Internal Revenue Code. Seller and Buyer will 

complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply 

with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or 

192 Buyer [ ] and Seller [ ] acknowledge receipt of a copy of this page, which is Page 4 of 8 Pages.

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Buyer [ ] and Seller [ ]
Social Security Numbers to the closing agent. If Buyer does not pay sufficient cash at closing to meet the withholding requirement, Seller will deliver to Buyer at closing the additional cash necessary to satisfy the requirement.

10. ESCROW AGENT: Seller and Buyer authorize Escrow Agent or Closing Agent (collectively "Agent") to receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to Seller or Buyer, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator determines the rights of the parties or deposit the escrowed items with the clerk of the court having jurisdiction over the matter and file an action in Interpleader. Upon notifying the parties of such action, Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent Interpleads the escrowed items to or made a party because of acting as Agent hereunder, Agent will recover reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs in favor of the prevailing party.

11. CURE PERIOD: Prior to any claim for default being made, a party will have an opportunity to cure any alleged default, if a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-complying party specifying the non-compliance. The non-complying party will have ___ days (5 days if left blank) after delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

12. RETURN OF DEPOSIT: Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and Buyer has timely given any required notice regarding the condition having not been met, Buyer's deposit will be returned in accordance with applicable Florida Laws and regulations.

13. DEFAULT:

(a) in the event the sale is not closed due to any default or failure on the part of Seller other than failure to make the title marketable after diligent effort, Buyer may either (1) receive a refund of Buyer's deposit(s) or (2) seek specific performance. If Buyer elects a deposit refund, Seller will be liable to Broker for the full amount of the brokerage fee.

(b) in the event the sale is not closed due to any default or failure on the part of Buyer, Seller may either (1) retain all deposit(s) paid or agreed to be paid by Buyer as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If Seller retains the deposit, Seller will pay the Brokers named in Paragraph 20 fifty percent of all forfeited deposits retained by Seller (to be split equally among the Brokers) up to the full amount of the brokerage fee. If Buyer fails to timely place a deposit as required by this Contract, Seller may either (1) terminate the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving any remedy for Buyer's default.

14. ATTORNEY'S FEES AND COSTS: In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision will include Buyer, Seller and Broker, will be awarded reasonable attorneys' fees, costs, and expenses.

15. NOTICES: All notices will be in writing and be delivered by mail, overnight courier, personal delivery, or electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice, document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker) representing a party will be as effective as if given by or delivered to that party.

16. DISCLOSURES:

(a) Commercial Real Estate Sales Commission Lien Act: The Florida Commercial Real Estate Sales Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net

*buyer*** and seller **(1)*** acknowledge receipt of a copy of this page, which is Page 5 of 6 Pages.
proceeds is a lien upon personal property which attaches to the owner’s net proceeds and does not attach to any interest in real property. This lien right cannot be waived before the commission is earned.

(b) Special Assessment Liens Imposed by Public Body: The Property may be subject to unpaid special assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such liens, if any, shall be paid as set forth in Paragraph 9(e).

c) 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 public health unit.

(d) Energy-Efficiency Rating Information: Buyer acknowledges receipt of the information brochure required by Section 553.996, Florida Statutes.

17. RISK OF LOSS:

(a) If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, Seller will bear the risk of loss and Buyer may cancel this Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of purchasing the Property at the agreed upon purchase price and Seller will credit the deductible, if any and transfer to Buyer at closing any insurance proceeds, or Seller’s claim to any insurance proceeds payable for the damage. Seller will cooperate with and assist Buyer in collecting any such proceeds. Seller shall not settle any insurance claim for damage caused by casualty without the consent of the Buyer.

(b) If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the right of eminent domain, or proceedings for such taking will be pending or threatened, Buyer may cancel this Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of purchasing what is left of the Property at the agreed upon purchase price and Seller will transfer to the Buyer at closing the proceeds of any award, or Seller’s claim to any award payable for the taking. Seller will cooperate with and assist Buyer in collecting any such award.

18. ASSIGNABILITY; PERSONS BOUND: This Contract may be assigned to a related entity, and otherwise ☐ is not assignable ☑ is assignable. If this Contract may be assigned, Buyer shall deliver a copy of the assignment agreement to the Seller at least 5 days prior to Closing. The terms “Buyer,” “Seller” and “Broker” may be singular or plural. This Contract is binding upon Buyer, Seller and their heirs, personal representatives, successors and assigns (if assignment is permitted).

19. MISCELLANEOUS: The terms of this Contract constitute the entire agreement between Buyer and Seller. Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records.

20. BROKERS: Neither Seller nor Buyer has used the services of, or for any other reason owes compensation to, a licensed real estate Broker other than:

(a) Seller’s Broker: ____________________________

(b) Buyer’s Broker: ____________________________

21. Buyer (☐) and Seller (☑) acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.
(b) Buyer’s Broker: ___________ NONE.

(Company Name) ___________

(License) ___________

(Address, Telephone, Fax, e-mail)

who is a single agent [] is a transaction broker [] has no brokerage relationship and who will be compensated by [] Seller’s Broker [] Seller [] Buyer [] both parties pursuant to an MLS offer of compensation [] other (specify)

(activities referred to as “Broker”) in connection with any act relating to the Property, including but not limited to inquiries, introductions, consultations, and negotiations resulting in this transaction. Seller and Buyer agree to indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including reasonable attorneys’ fees at all levels, and from liability to any person, arising from (1) compensation claimed which is inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to Paragraph 10, (3) any duty accepted by Broker at the request of Seller or Buyer, which is beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of Seller or Buyer.

21. OPTIONAL CLAUSES: (Check if any of the following clauses are applicable and are attached as an addendum to this Contract):

- Arbitration
- Seller Warranty
- Section 1031 Exchange
- Coastal Construction Control Line
- Existing Mortgage
- Property Inspection and Repair
- Flood Area Hazard Zone
- Seller’s Attorney Approval
- Seller Financing
- Other

22. ADDITIONAL TERMS:

1. See Addendum attached hereto.

2. Seller represents and Buyer acknowledges that Seller may not have legal title to the Property at the time of the Effective Date of this Agreement, and that closing and the Seller’s duty to perform hereunder is expressly conditioned on Seller acquiring legal title to the Property as represented by a recorded Special Warranty Deed in the name of the Seller.

3. Notwithstanding any term of this Contract or Addendum to the contrary, in the event an agreement for Wastewater Billing Services with the City of Cocoa is not reached by the Closing Date, the Buyer shall have the right to terminate this Agreement by written notice to the Seller not later than the Closing Date.

32. THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER REPRESENTATIONS AND PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.

Buyer [] and Seller [] acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.
Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other party that such signatory has full power and authority to enter into and perform this Contract in accordance with its terms and each person executing this Contract and other documents on behalf of such party has been duly authorized to do so.

(Signature of Buyer)

Merritt Island Utility Company, Inc.

(Typed or Printed Name of Buyer)

Title: President

(Date: 12-1-16)

Tax ID No: 81-4558805

Telephone: 727-848-8292

(Signature of Buyer)

(Typed or Printed Name of Buyer)

Title:

Buyer's Address for purpose of notice: 4939 Cross Bayou Blvd., New Port Richey, FL 34652

Facsimile: 727-848-7701

(Signature of Seller)

Colony Waste Services, LLC

(Typed or Printed Name of Seller)

Title: Joseph A. Fcedy, Manager

(Date: 12-1-16)

Tax ID No: 

Telephone: 

(Signature of Seller)

(Typed or Printed Name of Seller)

Title:

Seller's Address for purpose of notice: 161 SW 11th Court, Boca Raton, FL 33438

Facsimile: 

Email: 

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Buyer and Seller acknowledge receipt of a copy of this page, which is Page 6 of 6 Pages.
A parcel of land lying in Section 15, Township 23 South, Range 36 East, Brevard County, Florida, lying adjacent to and South of Colony Park, Section 3, according to the Plat thereof as recorded in Plat Book 20, Page 107, Public Records of Brevard County, Florida, and being more particularly described as follows:
Commence at the South East Corner of said Section 15 and run S. 87 degrees 45' 45" W. along the South line of said Section a distance of 958.38 feet for a Point of Beginning of this description; thence continue S. 87 degrees 45' 45" W. along said South line, 250.00 feet; thence N. 2 degrees 14' 15" W., 12.50 feet to the Southwest corner of COLONY PARK, SECTION 2, recorded in Plat Book 20, Page 107, Public Records of Brevard County, Florida; thence along the South line of said subdivision the following courses and distances: N. 87 degrees 45' 45" E., 100.0 feet; N. 2 degrees 14' 15" W., 62.50 feet; N. 87 degrees 45' 45" E., 50.00 feet; S. 2 degrees 14' 15" E., 75.0 feet; N. 87 degrees 45' 45" E., 100.0 feet; thence leaving said South line run S. 2 degrees 14' 15" E., 300.0 feet to the Point of Beginning;

AND

A parcel of land lying in Section 15, Township 23 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:
Commence at the Southeast corner of said Section 15, and run S. 87 degrees 45' 45" W., along the South line of said Section, a distance of 658.38 feet to the Southwest corner of COLONY PARK, SECTION 2, recorded in Plat Book 20, Page 108, Public Records of Brevard County, Florida, the Point of Beginning; thence continue S. 87 degrees 45' 45" W., along said South line, a distance of 300.00 feet; thence N. 02 degrees 14' 15" W., along the East line of lands described in Official Records Book 1474, Page 1008, a distance of 300.0 feet to a point on the South line of COLONY PARK, SECTION 3, recorded in Plat Book 20, Page 107; thence N. 87 degrees 45' 45" E., along said South line, a distance of 300.0 feet to a point on the West line of aforesaid COLONY PARK, SECTION 2; thence S. 02 degrees 14' 15" E., along said West line, a distance of 300.0 feet to the Point of Beginning.
Any and all easements, rights-of-way, gores of land, streets, ways, alleys, passages, sewer rights, air rights, water, water stock, water rights, titles, interests, privileges, tenements, hereditaments and appurtenances whatsoever, if any, in any way belonging, relating or appertaining to any of the Property, and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Grantor of, in and to the same, if any.

All right, title, and interest of the Grantor, if any, in and to the land lying in the bed of any streets, roads, or avenues, opened, or proposed, in front of or adjoining the Property, and in and to the appurtenances thereto.
ADDENDUM TO PURCHASE CONTRACT

ADDENDUM TO COMMERCIAL CONTRACT BETWEEN MERRITT ISLAND UTILITY COMPANY, INC. ("Buyer") and COLONY WASTE SERVICES, LLC ("Seller") regarding the property known as 6710 Orleans court, Merritt Island, FL 32953 (the "Property")

1. As provided for in Paragraph 16 below, the sale contemplated by this Contract and Addendum is contingent upon and subject to the Approval of the Florida Public Service Commission ("PSC") in accordance with Section 367.071(1) of the Florida Statutes.

2. Prior to PSC approval, the Buyer shall operate the real and personal property described in Exhibits "A" and "B" (the "Utility Property"), retain all revenue and provide for all expenses to carry the property (including but not limited to property taxes and insurance), and maintain the Utility Property in the same condition that existed on the Closing Date, normal wear and tear excepted. Buyer and Seller shall make a good faith and diligent effort in the application and approval process toward PSC approval.

3. The Utility Property contains a wastewater collection and treatment system (collectively the "System") that provides wastewater service to residents within Brevard County, Florida (the "Service Area").

4. Buyer is a public utility that furnishes water and wastewater service to the public in various portions of the State of Florida.

5. Seller desires to sell, and Buyer desires to purchase the Utility Property and rights of Seller owned and used in connection with the System, all upon the terms and conditions set forth in the Contract and this Addendum.

6. On the Closing Date the Seller shall sell, assign, transfer, grant, convey and deliver to Buyer all of the assets, properties and rights of Seller in the System (whether tangible or intangible, real, personal or mixed) which are held, used or useful in connection with the production, treatment, or collection of wastewater within the Service Area (the "Assets").

7. The Assets shall, without limitation to the definition stated above, include the specific assets, properties and rights of Seller as follows:

   (a) all the land, buildings, pipes, pipelines, treatment equipment and facilities, pumping stations, storage tanks and facilities, wastewater collection mains, pump stations, structures, improvements, fixtures, rights-of-way, rights, uses, licenses and easements owned by Seller, or in which Seller has an interest, and all hereditaments, tenements and appurtenances belonging or appertaining thereto;
(b) all rights of Seller under any written or oral contract, easement, license, agreement, lease, plan, instrument, registration, permit, certificate or other authorization or approval of any nature, or other document, commitment, arrangement, undertaking, practice or authorization, relating to the Assets;

(c) all information, files, records, data, plans, contracts and recorded knowledge, including customer and supplier lists and property records, related to the System in the Service Area.

8. Notwithstanding the foregoing, the Assets shall not include any of the following:

(a) Any customer wastewater service lines that run from the curb clean-out area to the residences;

(b) all piping and fixtures internal to each individual customer's structure;

(c) Seller's cash and accounts receivables as of the Closing Date; and

(d) Seller's Accounts Receivable

9. As provided in Paragraph 7(b) of the Contract, within 15 days of the Effective Date of the Contract, Buyer will perform a final due diligence of the Utility Property, the System and the Assets. The due diligence is to ensure that the Assets are in the same working condition, that all permits are valid, current and that there are no compliance infractions in force at the time of the date of this final completion of this Agreement. If, after conducting the final due diligence, Buyer determines that the Utility Property, the System and the Assets are not in the same working condition, that any permit is no longer valid or current, or that there are compliance infractions, Seller shall either correct the condition or reach an agreement with Buyer for a reduction to the Purchase Price. If Seller refuses to correct the condition or is unable to reach agreement with Buyer concerning a reduction to the Purchase Price, Buyer may elect to terminate this Agreement without penalty by delivering written notice of termination to the Seller prior to the end of the due diligence period, or to proceed to Closing.

10. Buyer shall not assume any obligations of Seller, under any contract, agreement, commitment, lease, certificate, order, notice, permit or other instrument, whether oral, written, and express or implied except as provided in Paragraph 7(b) of this Addendum. All liabilities and obligations of Seller shall remain the sole responsibility of Seller, including any and all liabilities or obligations under any employee benefit plan, practice or arrangement or pension, retirement or savings plan. Buyer shall not assume and shall not be liable for any liabilities or obligations of Seller of any nature whatsoever whether express or implied, fixed or contingent, whatsoever.
11. Seller and Buyer will cooperate to transfer utility service, including telephone, electric, chlorine, and gas service providing such service to any of the Assets as of the Closing Date.

12. The business of Seller shall be conducted solely in the ordinary course consistent with past practice and shall maintain and service the Utility Property, the System and the Assets in good working order such that they will be in proper working order on the Closing Date. Seller shall comply with all laws, ordinances, rules, regulations and orders applicable to it and to the conduct of its business.

13. As part of the Buyer’s due diligence provided for in Paragraph 7(b) of the Contract and Paragraph 9 of this Addendum, Seller will give to Buyer free and full access to and the right to inspect, during normal business hours, all of the premises, properties, assets, records, contracts and other documents relating to its business and operations, and shall permit them to consult with the officers, employees, accountants, counsel and agents of Seller.

14. On the Closing Date, no proceeding shall be pending or threatened before any court or governmental agency in which it is sought to restrain or prohibit or to obtain damages or other relief in connection with this Agreement or the consummation of the transactions contemplated hereby, and no investigation that might eventuate in any such suit, action or proceeding shall be pending or threatened.

15. Buyer and Seller will use reasonable efforts to obtain any necessary governmental approvals within ninety (90) days from the Closing Date regarding transfer of the Assets, including, but not limited to the FDEP and the Florida Water Management District, upon terms and conditions reasonably acceptable to Buyer, to enable Buyer to assume ownership and operation of the Utility Property, the System and the Assets and to provide water and wastewater service to the public in the Service Area.

16. The sale of the Utility Property, the System and the Assets contemplated by this Contract and Addendum is subject to and contingent upon the receipt of a favorable PSC staff recommendation and approval upon terms and conditions reasonably acceptable to Buyer within one year of the Closing Date of this Contract (the "Approval Period"). As provided in Section 367.071, Florida Statutes, the parties desire to close the transaction in advance of the PSC approval. In the event that the PSC determines that the sale and transfer of the Utility Property, the System and the Assets to the Buyer is not in the public interest and that Buyer will not fulfill the commitments, obligations, and representations of the Utility Property, the System and the Assets, and the PSC denies such transfer, then the parties shall “unwind” the sale and transfer of the Utility Property, the System and the Assets and the Buyer agrees to execute and Seller agrees to accept a Special Warranty Deed and other transfer documents in a form substantially similar to those executed and delivered under this Contract and Addendum, at which time the Seller agrees deliver and the Buyer agrees to accept the return of the purchase funds in the amount of
$35,000.00, less any closing costs or adjustments represented on the Settlement Statement dated as of the Closing Date.

17. Seller has the full power and lawful authority to transfer to Buyer the rights, title and interest in and to the Utility Property, the System and the Assets.

18. Seller is not party to, or subject to the provision of, any judgment, order, writ, injunction or decree of any court or of any governmental official, agency or instrumentality relating to the Utility Property, the System and the Assets.

19. There are no liabilities or obligations of Seller, either accrued, absolute, contingent or otherwise, relating to the Utility Property, the System and the Assets. The term liabilities shall include, without limitation, any direct or indirect indebtedness, guaranty, endorsement, claim, loss, damage, deficiency, cost, expense, obligation or responsibility accrued, absolute, contingent or otherwise.

20. No person other than Seller owns or has any interest in the Utility Property, the System and the Assets necessary to the operations or business of the Seller. Seller has good and valid rights to occupy or to obtain access to the areas where the collection lines and other facilities of the Utility Property, the System and the Assets are located.

21. Seller is not in any material violation of any law, ordinance or governmental rule or regulation to which it or its business, operations, assets or properties is subject and has not failed to obtain, or to adhere to the requirements of, any certificate, license, permit or other governmental authorization necessary to the ownership of the Utility Property, the System and the Assets.

22. To the best of Seller's actual knowledge, Seller has been and is in compliance with all environmental laws concerning the Utility Property, the System and the Assets.

23. Except as provided for in this Addendum all terms of the Contract shall remain the same.

Buyer: 

[Signature]

By: 

[Signature]

Seller: 

[Signature]

By: 

Joseph A. Foody, Manager
EXHIBIT B
Rule 25-30.037 (2)(j)

The buyer must provide the following documentation of the terms of the transfer:
1. The date the closing occurred or will occur;
2. The purchase price and terms of payment;
3. A list of and the dollar amount of the assets purchased and liabilities assumed or not
   assumed, including those of nonregulated operations or entities;
4. A description of all consideration between the parties, including promised salaries,
   retainer fees, stock, stock options, and assumption of obligations;

A copy of the final executed closing dates, including attachments, by and between Colony Waste
Services, LLC and Merritt Island Utility Company, Inc. are attached hereto. The closing took
place on December 22, 2016.
## COMBINED CLOSING STATEMENT

**Closing Date:** 12/22/16  
**Preparation Date:** 12/22/16  
**Disbursement Date:** 12/22/16

**BUYER:** Merritt Island Utility Company, Inc., a Florida corporation  
**SELLER:** Colony Waste Services, LLC, a Florida limited liability company

**LENDER:**  
**Closing Agent:** John M. Cappeller Jr., P.A.  
**Closing Agent File No.:** 16-108  
**PROPERTY ADDRESS:** 6710 Orleans Court, Merritt Island, Florida 32953

### Buyer

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### Seller

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<td>County taxes #2315611</td>
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<td>CASH TO SELLER</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td>$35,042.45</td>
<td>$35,010.95</td>
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</tbody>
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### Buyer

THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF A COPY OF THE FOREGOING SETTLEMENT STATEMENT, AGREES TO THE CORRECTNESS THEREOF, AND AUTHORIZES AND APPROVES THE DISBURSEMENTS SET FORTH.

Merritt Island Utility Company, Inc.  
**a Florida corporation**

By: Gary Stewar  
**President**  
(Corporate Seal)

### Seller
THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF A COPY OF THE FOREGOING SETTLEMENT STATEMENT, AGREES TO THE CORRECTNESS THEREOF AND AUTHORIZES AND APPROVES THE DISBURSEMENTS SET FORTH.

Callaway Waste Services, LLC
a Florida limited liability company

By: __________________________
Joseph A. Toddy
Managing Member

This Closing Statement which I have prepared is a true and accurate account of the transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

John N. Cappelleri Jr., P.A.
By: __________________________
FIRPTA CERTIFICATE
Non-Foreign Affidavit

Before me, the undersigned authority, personally appeared Joseph A. Foody, who being by me duly sworn, on oath, deposes and says:

1. That affiant is the Managing Member of Colony Waste Services, LLC, a Florida limited liability company ("Transferor").

2. Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by Transferor, the undersigned hereby certifies the following on behalf of Transferor:

   A. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate or disregarded entity (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);

   B. Transferor's Tax Identification Number is 81-1899100; and

   C. Transferor has an address at 161 SW 11th Court, Boca Raton, FL 33432.

3. Transferor understands that this Affidavit may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

4. Under penalties of perjury I declare that I have examined this Affidavit and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

   COLONY WASTE SERVICES, LLC,
   a Florida limited liability company

   By: ______________________________________
   Joseph A. Foody, Managing Member

Source CFR, Section 1.1445-2T(b)(2)(iii)(B) *
STATE OFFLORIDA
) SS.:
COUNTY OF PALM BEACH

On December 20, 2016 before me personally appeared Joseph A. Foody, as Managing Member of COLONY WASTE SERVICES, LLC, a Florida limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed within this instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[Notary Seal]

Notary Public
Printed Name: John M. Cappellari, Jr.

My Commission Expires: ___________________________
WRITTEN CONSENT IN LIEU
OF SPECIAL MEETING
OF THE MEMBERS
OF
COLONY WASTE SERVICES, LLC

The undersigned, being at least a majority of the members of COLONY WASTE SERVICES, LLC, a Florida limited liability company (the “Company”), do hereby consent to the following actions in lieu of a special meeting of the members of the Company:

RESOLVED, that the Company hereby is authorized to enter into that certain Commercial Contract dated as of December 7, 2106, as amended, to sell that certain property real property, more particularly described in Exhibit “A” attached hereto and made a part hereof (the “Property”) to Merritt Island Utility Company, Inc., a Florida corporation, in exchange for $35,000 (the “Contract”). It is further

RESOLVED, that Joseph A. Foody, as Managing Member of the Company, be and hereby is authorized to execute and deliver said Contract, together with such other certificates or documents as may be necessary or desirable to effectuate the transactions contemplated by the Contract, including, but not limited to, deeds, bills of sale, closing statements, seller affidavits and post-closing agreements. It is further

RESOLVED, that such manager is authorized to take such action as is reasonably necessary to carry out the foregoing.

IN WITNESS WHEREOF, the undersigned, as at least a majority of the members of the Company, have executed this Written Consent as of the 21/ day of December, 2016.

MEMBERS:

[Signatures]

Joseph A. Foody

Steven Birnbaum
Closing Statement Addendum

Seller: Colony Waste Services LLC, a Florida limited liability company  
Buyer: Merritt Island Utility Company, Inc., a Florida corporation  
Property: Parcel 23-36-15-00-00757.0-0000.00, and 23-36-15-00-00751.0-0000.00  
Closing Agent: John M. Cappeller, Jr., P.A.  
Closing Date: December 22, 2016  
File Number: 16-109

TAX RE-PRORATION AGREEMENT: If the most recent property tax bill issued does not cover through the closing date, then the tax prorations set forth on the settlement statement are based upon an estimate. The basis of proration as set forth on the settlement statement is hereby accepted by the parties to this transaction. It is hereby understood and agreed that the actual taxes, if different, will be adjusted between the parties upon demand. Closing Agent is not liable or responsible for adjustment or re-proration of taxes. Closing Agent is not responsible or liable for additional taxes, other charges or tax refunds, if any, and shall not be liable should any of the parties to this transaction fail or refuse to re-prorate the taxes.

AGREEMENT TO COOPERATE: If requested by Lender (if any), Closing Agent, Title Agent or Title Underwriter, the parties agree to fully cooperate and adjust for clerical errors, including the execution or re-execution of any reasonable documentation and/or the remittance of any additional sums.

MISCELLANEOUS: Closing Agent does not make any representations or warranties nor assumes any liability with respect to the physical condition of the property, or any repairs to the property. Buyer has been advised and encouraged to secure hazard insurance coverage prior to completion of closing. If a survey was prepared for the subject transaction, then the Buyer hereby acknowledges receipt of a copy thereof. The buyer has reviewed said survey and accepts title subject to the matters set forth thereon. Buyer has received and reviewed the proposed deed and is satisfied with and approves the manner which title is being held.

CITY OF COCOA BILLING SERVICES AGREEMENT: The parties acknowledge that the Billing Services Agreement between Seller and the City of Cocoa (the “Agreement”) has been approved but is pending final execution. The Seller has assigned the Agreement to the Buyer and the Seller shall cooperate with respect to future requirement needed to perfect the assignment, if necessary. The Buyer acknowledges that the Seller may be due fees from the City for water services collected prior to closing, and any fees received by Buyer for services rendered prior to closing shall be delivered to Seller upon receipt by Buyer.

DISBURSEMENT AUTHORIZATION, ETC.: Closing Agent does not adjust or assume liability for charges for water, rents, gas, electricity, taxes on personal property, garbage taxes or fees, license fees or taxes, service/maintenance contracts, or escrow information furnished by mortgagees or others. The settlement statement has been reviewed and approved and Closing Agent is irrevocably authorized and directed to complete the closing of the transaction and make disbursement in accordance therewith. Seller, Buyer, and Borrower are used for singular or plural, as the context so requires or admits. This Agreement is being provided as an inducement for Closing Agent to serve as the closing agent and for Title Agent and Title Underwriter to issue title insurance on the subject transaction.

Seller: COLONY WASTE SERVICES LLC,  
a Florida limited liability company

By: [Signature]  
Name:  
Title:  

Buyer: MERRITT ISLAND UTILITY COMPANY, INC.,  
a Florida corporation

By: [Signature]  
Name: Gary Deremer  
Title: President

DoubleTime®
GENERAL ASSIGNMENT

THIS ASSIGNMENT is made this 2\/14 day of December, 2016 by COLONY WASTE SERVICES, LLC, a Florida limited liability company ("Assignor") in favor of MERRITT ISLAND UTILITY COMPANY, INC., a Florida corporation ("Assignee").

WHEREAS, Assignee is purchasing the real property, more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property"), from Assignor, pursuant to that certain Commercial Contract, with an Effective Date of December 7, 2016 between Assignor and Assignee, as amended (the "Contract").

KNOW ALL MEN BY THESE PRESENTS, that for Ten and 00/100 Dollars ($10.00) and other good and valuable considerations paid to Assignor, the receipt of which is hereby acknowledged, and pursuant to Paragraph 9(c) of the Contract, Assignor does hereby assign, grant, bargain and convey to Assignee all of Assignor's right, title and interest in and to any assignable warranties or guarantees received or held by Assignor from any manufacturer, contractor, subcontractor, or material supplier in connection with the Property, if any, and any assignable permits and licenses in connection with the Property, if any.

Assignor has duly executed this Assignment on the day and year first above written.

ASSIGNOR:

COLONY WASTE SERVICES, LLC, a Florida limited liability company

By: ________________________________

Joseph A. Foody, Managing Member

STATE OF FLORIDA

COUNTY OF PALM BEACH

Sworn to and subscribed before me this 2\/14 day of December, 2016, by Joseph A. Foody, as Managing Member of COLONY WASTE SERVICES, LLC, a Florida limited liability company, who is personally known to me or has produced __________ as identification.

(SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT)

John M. Cappeller, Jr.

(Name of acknowledgee, typed, printed or stamped)

(Title or rank (serial number, if any)}
Exhibit "A"

Legal Description

A parcel of land lying in Section 15, Township 23 South, Range 36 East, Brevard County, Florida, lying adjacent to and South of Colony Park, Section 3, according to the Plat thereof as recorded in Plat Book 20, Page 107, Public Records of Brevard County, Florida, and being more particularly described as follows:
Commence at the S.E. Corner of said Section 15 and run S. 87 degrees 45' 45" W. along the South line of said Section a distance of 958.38 feet for a Point of Beginning of this description; thence continue S. 87 degrees 45' 45" W. along said South line, 250.00 feet; thence N. 2 degrees 15' 15" E., 312.50 feet to the Southwest corner of the aforementioned Colony Park, Section 3; thence along the South line of said subdivision the following courses and distances: N 87 degrees 45' 45" E., 100.0 feet; N. 2 degrees 15' 15" W., 62.50 feet; N. 87 degrees 45' 45" E., 50.00 feet; S. 2 degrees 15' 15" E., 75.0 feet; N. 87 degrees 45' 45" E., 100.0 feet; thence leaving said South line run S. 2 degrees 15' 15" E., 300.0 feet to the Point of Beginning;

AND

A parcel of land lying in Section 15, Township 23 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:
Commence at the Southeast corner of said Section 15, and run S. 87 degrees 45' 45" W., along the South line of said Section, a distance of 658.38 feet to the Southwest corner of COLONY PARK, SECTION 2, recorded in Plat Book 20, Page 18, Public Records of Brevard County, Florida, the Point of Beginning; thence continue S. 87 degrees 45' 45" W., along said South line, a distance of 300.00 feet; thence N. 02 degrees 15' 15" W., along the East line of lands described in Official Records Book 1474, Page 1008, a distance of 300.0 feet to a point on the South line of COLONY PARK, SECTION 3, recorded in Plat Book 20, Page 107; thence N 87 degrees 45' 45" E., along said South line, a distance of 300.0 feet to a point on the West line of aforesaid COLONY PARK, SECTION 2; thence S. 02 degrees 15' 15" E., along said West line, a distance of 300.0 feet to the Point of Beginning.
ASSIGNMENT OF CITY OF COCOA AGREEMENT

THIS ASSIGNMENT is made this 21st day of December, 2016 by COLONY WASTE SERVICES, LLC, a Florida limited liability company, ("Assignor") in favor of MERRITT ISLAND UTILITY COMPANY, INC., a Florida corporation ("Assignee").

WHEREAS, Assignee is purchasing the real property, more particularly described in Exhibit “A” attached hereto and made a part hereof (the “Property”), from Assignor, pursuant to that certain Commercial Contract, with an Effective Date of December 7, 2016 between Assignor and Assignee, as amended (the “Contract”).

KNOW ALL MEN BY THESE PRESENTS, that for Ten and 00/100 Dollars ($10.00) and other good and valuable considerations paid to Assignor, the receipt of which is hereby acknowledged, and pursuant to Paragraph 9(c) of the Contract, Assignor does hereby assign, grant, bargain and convey to Assignee all of Assignor’s right, title and interest in and to that certain Agreement dated December 7, 2016 between Assignor and the City of Cocoa, a Florida municipal corporation, a copy of which is attached as Exhibit “B” hereto and made a part hereof (the “Agreement”). Pursuant to Paragraph 9 of the Agreement, Assignee hereby agrees to be fully bound by the terms and conditions of the Agreement.

Assignor and Assignee have duly executed this Assignment on the day and year first above written.

ASSIGNOR:

COLONY WASTE SERVICES, LLC, a Florida limited liability company

By: ________________________________

Joseph A. Foody, Managing Member

STATE OF FLORIDA

COUNTY OF PALM BEACH

Sworn to and subscribed before me this 21st day of December, 2016, by Joseph A. Foody, as Managing Member of COLONY WASTE SERVICES, LLC, a Florida limited liability company, who is personally known to me or has produced as identification.

(SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT)

John M. Cappeller, Jr.

(Name of acknowledge, typed, printed or stamped)

Title or rank (serial number, if any)
ASSIGNEE:
MERRITT ISLAND UTILITY COMPANY, INC., a Florida corporation,

By: Gary Deremer, President

STATE OF FLORIDA
COUNTY OF PASCAGOUULA

Sworn to and subscribed before me this 21st day of December, 2016, by Gary Deremer, as President of MERRITT ISLAND UTILITY COMPANY, INC., a Florida corporation, who is personally known to me or has produced a Florida corporation as identification.

(SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT)

LOURDES MARIA RAMOS
MY COMMISSION # FF188169
EXPIRES: January 01, 2019

(Name of acknowledgment, typed, printed or stamped)

(TITLE OR RANK (SERIAL NUMBER, IF ANY))
Exhibit "A"

Legal Description

A parcel of land lying in Section 15, Township 23 South, Range 36 East, Brevard County, Florida, lying adjacent to and South of Colony Park, Section 3, according to the Plat thereof as recorded in Plat Book 20, Page 107, Public Records of Brevard County, Florida, and being more particularly described as follows:

Commence at the S.E. Corner of said Section 15 and run S. 87 degrees 45' 45" W. along the South line of said Section a distance of 958.38 feet for a Point of Beginning of this description; thence continue S. 87 degrees 45' 45" W. along said South line, 250.00 feet; thence N. 2 degrees 14' 15" W., 312.50 feet to the Southwest corner of the aforementioned Colony Park, Section 3; thence along the South line of said subdivision the following courses and distances: N 87 degrees 45' 45" E., 100.0 feet; N. 2 degrees 14' 15" W., 62.50 feet; N. 87 degrees 45' 45" E., 50.0 feet; S. 2 degrees 14' 15" E., 75.0 feet; N. 87 degrees 45' 45" E., 100.0 feet; thence leaving said South line run S. 2 degrees 14' 15" E., 300.0 feet to the Point of Beginning;

AND

A parcel of land lying in Section 15, Township 23 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 15, and run S. 87 degrees 45' 45" W., along the South line of said Section, a distance of 658.38 feet to the Southwest corner of COLONY PARK, SECTION 2, recorded in Plat Book 20, Page 18, Public Records of Brevard County, Florida, the Point of Beginning; thence continue S. 87 degrees 45' 45" W., along said South line, a distance of 300.00 feet; thence N. 02 degrees 14' 15" W., along the East line of lands described in Official Records Book 1474, Page 1008, a distance of 300.0 feet to a point on the South line of COLONY PARK, SECTION 3, recorded in Plat Book 20, Page 107; thence N 87 degrees 45' 45" E., along said South line, a distance of 300.0 feet to a point on the West line of aforesaid COLONY PARK, SECTION 2; thence S. 02 degrees 14' 15" E., along said West line, a distance of 300.0 feet to the Point of Beginning.
EXHIBIT "B"

CITY OF COCOA AGREEMENT
AGREEMENT

THIS AGREEMENT, made and entered into on the last date entered below, by and between the CITY OF COCOA, a Florida municipal corporation existing under the laws of the State of Florida, hereinafter referred to as “Cocoa”, and COLONY WASTE SERVICES, LLC, a Florida limited liability company, hereinafter referred to as “Colony Waste.”

WITNESSETH:

WHEREAS, Colony Waste represents and warrants that it currently has an equitable or legal ownership interest in and operates a private sanitary sewage treatment system for the residents of Colony Park a manufactured housing subdivision within central Brevard County, Florida, and has the right retain all revenue, provide for all expenses, and maintain the private sewage treatment system, and

WHEREAS, Cocoa currently owns and operates a water works supply and transmission system within central Brevard County, Florida for the purpose of furnishing water to its customers, including customers located in Colony Park subdivision; and

WHEREAS, Cocoa has the capability and facilities to economically bill and collect sewer charges from customers of Colony Waste; and

WHEREAS, Colony Waste desires to enter into an agreement with Cocoa to provide for the collection of sanitary sewer service charges from its customers located within the Colony Park subdivision; and

WHEREAS, the execution of this Agreement will mutually benefit the parties and the residents of Brevard County, Florida.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the sufficiency of which is acknowledged by the parties hereto, it is mutually agreed as follows:

1. Recitals.

Each and all of the foregoing recitals are hereby incorporated herein and declared to be true and correct.

2. Collection of Charges.

Cocoa hereby agrees to collect all sewer charges due from Colony Waste’s customers in the Colony Park subdivision. Said charges will include current as well as past due charges, and will be collected on a monthly basis in accordance with policies and procedures adopted by Cocoa in consultation with Colony Waste. A set of current policies and procedures to be utilized by Cocoa in the collection of said accounts is attached hereto as Exhibit “A” and made a part
hereof by this reference. Cocoa reserves the right to unilaterally amend the policies and procedures contained in Exhibit “A.” However, Cocoa agrees to provide Colony Waste a copy of any amendments to such policies and procedures. In the event of any conflict between the policies and procedures attached hereto as Exhibit “A” or any amendment thereto and the terms of this Agreement, the terms of this Agreement shall control. All sewer charges for Colony Waste sanitary sewer service shall be separately itemized and included on monthly water bills issued by Cocoa to its customers, or, if said person is not on Cocoa water, by separate monthly billing prepared by Cocoa for said purpose.

3. Service fee.

In consideration of the services to be provided and performed by Cocoa, Colony Waste agrees to pay to Cocoa an amount per customer account computed as follows: For sanitary sewer service, a flat fee of $1.06 per month, per account billed. This rate will be increased to $1.07 effective _______________ without any further notice to Colony Waste.

It is hereby agreed and understood that Cocoa retains the right to change the billing rate hereinabove set forth; provided, however, that in no event shall Colony Waste be liable for any increase in said billing rate except upon written notice thereof to be provided at least thirty (30) days prior to the effective date of said increase.


Colony Waste represents and warrants that the initial billing rates are set forth in the schedule of rates attached hereto as Exhibit “B” and incorporated herein by this reference, and that Colony Waste is authorized by the Public Service Commission to charge said rates. Colony Waste shall have a continuing obligation and sole responsibility for providing Cocoa with any updated or modified rates agreed to or imposed by the Public Service Commission. In no event shall Cocoa charge or assess any rate, fee, charge or penalty to any customer unless specifically set forth in Exhibit “B” as may be amended, or as may otherwise be provided herein. In consideration of the requirements of Chapter 180, Florida Statutes, regarding notice of change of utility rates, Colony Waste agrees to provide to Cocoa written notice of any changes in said rates at least sixty (60) days prior to the effective date thereof and will be solely responsible for all costs incurred by the City and attributable to providing notice of the new rate schedule. Cocoa shall remit the proceeds of the collections less the service fee from the monthly service charges and arrears, at least monthly no later than the 15th day of each month following receipt of same, to the following entity, person and address:

Colony Waste Services, LLC
Attention: Joseph Foody, Manager
161 SW 11 Ct.
Boca Raton, Florida 33486
561-926-4858
At any time, via written notice to Cocoa as provided for in Section 8 herein, Colony Waste may unilaterally change the name of the entity and/or person, and the address, which is to receive the monthly payments from Cocoa indicated within this section.

Cocoa shall maintain a strict accounting of all deposits and the amount due each customer. Cocoa shall provide the following reports monthly to Colony Waste:

A. Receivables report; and

B. Billing register.

In addition, the City may provide additional information requested in writing by Colony Waste or its authorized representative.

In the event of partial payments of bills by customers utilizing both Cocoa water and Colony Waste sanitary sewerage, all amounts received shall be applied first to delinquent billings and then to current charges in the following order: Cocoa water and service charges, hydrant service charge, and Colony Waste sewerage and other Colony Waste charges. cocoa does not guarantee or warrant in any respect that customers of Colony Waste will remit the payments that are due Colony Waste.


Normal billing adjustments to customer accounts shall be made by Cocoa without prior approval by Colony Waste, in accordance with the “Adjustments - Classification and Use” section set forth in Exhibit “A.”

Authorization for new accounts, deletion of existing accounts and adjustments not involving normal billing adjustments set forth in Exhibit “A” shall be made by Cocoa solely upon written notification from Colony Waste or its designated representative.

6. Disconnect/Interrupt Service; Indemnification; Collection.

Cocoa hereby agrees to disconnect or interrupt water service to property subject of this Agreement for nonpayment of Colony Waste sanitary sewerage service charges and to refuse to connect or reconnect such services until said delinquency has been eliminated. The disconnection of water service solely for nonpayment of Colony Waste sanitary sewerage service charges shall be made by Cocoa without prior approval by Colony Waste.

In addition to the foregoing, Cocoa may at its discretion employ the services of a third-party collection agency for the collection of any delinquent account. Any costs incurred through the employment of such collection agency shall be borne solely by the delinquent customer, and is to be collected prior to reconnection of any utility service contemplated hereunder.
In the event any suit or cause of action is brought seeking enjoin Cocoa from discontinuing or interrupting water service, or seeking to recover damages against Cocoa as a result of Cocoa's discontinuance or interruption of water services, where said interruption occurred solely to enforce nonpayment of Colony Waste sanitary sewer service charges, Colony Waste agrees to indemnify and hold Cocoa harmless for any and all expenses incurred in defending such suit and for any damages that are assessed against Cocoa in any such suit by a court of competent jurisdiction, provided that Cocoa shall promptly notify Colony Waste of such action.

7. Term of Agreement.

The initial term of this Agreement shall be from the date of execution by both parties through ______________. This Agreement shall be automatically renewed for successive one (1) year periods commencing on ______________ of the applicable year and terminating on September 30 of the following year unless otherwise terminated by either party. This Agreement may be terminated for convenience by either party upon forty-five (45) days' notice of the other party, or for cause based upon a breach of any material term or condition set forth in this Agreement. However, before this Agreement is terminated for cause, the non-breaching party shall provide the other party prior written notice of said breach and at least a fourteen (14) day opportunity to cure the breach before electing to terminate this Agreement.

8. Notice.

All notices, demands, requests, instructions, approvals, and claims shall be in writing. All notice of any type hereunder shall be given by U.S. mail or by hand delivery to an individual authorized to receive mail for the below listed individuals, all to the following individuals at the following locations:

TO Cocoa: City of Cocoa
c/o City Manager's Office
65 Stone Street
Cocoa, Florida 32922

TO Colony Waste: Colony Waste Services, LLC
Attention: Joseph Foody, Manager
161 SW 11 Ct.
Boca Raton, Florida 33486

Notice shall be deemed to have been given and received on the date the notice is physically received if given by hand delivery or first class U.S. mail, postage prepaid, as addressed above. Notice shall be deemed to have been given and received on the date the notice is mailed, if given by certified mail, return receipt requested, postage prepaid, as addressed
above. Any party hereto by giving notice in the manner set forth herein may unilaterally change the name of the person to whom notice is to be given or the address at which notice is to be received.

9. Authority and Assignment

Each party hereto represents and warrants to the other that they have full power and authority to enter into this Agreement. Colony Waste and the undersigned representative of Colony Waste further represents and warrants that Colony Waste has an equitable or legal ownership interest in the sanitary sewage treatment system, and has the right to operate said system for the residents of Colony Park, and that Colony Waste has the right to impose the sewer charges which Cocoa will invoice the residents pursuant to this Agreement. Colony Waste and the undersigned representative of Colony Waste understand and agree that Cocoa is relying solely on the aforesaid representations and warranties as a basis for entering into this Agreement with Colony Waste. Colony Waste shall indemnify, hold harmless, and defend the City, from and against any and all claims, damages, losses, and expenses including, but not limited to, attorneys’ fees, arising out of or resulting from: (i) Colony Waste’s performance required under this Agreement; (ii) any inaccuracies contained in the aforesaid representations and warranties or the rates set forth in Exhibit “B”; and (iii) any error, omission, negligent act, failure to act, malfeasance, misfeasance, misrepresentations, conduct, or misconduct of Colony Waste and its agents, servants, officers, officials, employees, or subcontractors. This paragraph shall survive termination of this Agreement.

In the event that Colony Waste desires to transfer ownership of the private sanitary sewage treatment system, or Colony Waste no longer has the right to operate said system for the residents of Colony Waste, this Agreement may be assigned by Colony Waste to the new owner or operator of said system upon prior written consent of the City. However, before said assignment becomes effective, the new owner or operator shall be required to execute and deliver to the City a written assignment of this Agreement agreeing to be fully bound by the terms and conditions herein.

10. Insurance Requirement. During the term of this Agreement, Colony Waste shall maintain comprehensive general liability insurance in the minimum amount of $1,000,000 as the combined single limit for each occurrence to protect Colony Waste from claims for damages which may arise from the ownership, use, operation, or maintenance of the private sewer system referenced hereunder, whether such operations be by Colony Waste or by anyone directly or indirectly employed by Colony Waste. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to Cocoa thirty (30) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the Cocoa in the event of cancellation or modification of any stipulated insurance coverage. Cocoa shall be an additional named insured on stipulated insurance policies, as its interest may appear, from time to time.
11. Miscellaneous provisions.

A. This Agreement may only be modified, amended or altered if the terms or conditions are contained in a written document executed by each of the parties hereto with the same formality and of equal dignity herein.

B. If any word, sentence, or paragraph or provision to this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of the Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the Parties can be accomplished.

C. This Agreement represents the entire understanding and agreement of the parties.

D. The effective date of this Agreement shall be the date in which the last party hereto executes this Agreement.

E. The laws of the State of Florida shall govern the validity and interpretation of this Agreement. Venue shall be in Brevard County, Florida for any action filed in state court and in Orlando, Florida for any action filed in federal court.

F. Both Cocoa and Colony Waste have participated in the drafting of all parts of this Agreement. As a result, it is the intent of the parties that no portion of this Agreement shall be interpreted more harshly against either of the parties as drafter.

G. No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

H. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Cocoa and Colony Waste.

I. Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than two hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its
agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of three hundred thousand dollars ($300,000.00). This section shall survive termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

WITNESSES

Print Name/Title: Tammy Daus

Print Name/Title: John M. Cappeller, Jr.

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 6th day of Nov., 2016 by Joseph A. Foody, Manager of Colony Waste Services, LLC, who executed the foregoing instrument and acknowledged before me that the same was executed for the uses and purposes therein expressed and who is personally known to me or who has produced as identification and who did not take an oath.

(COLONY WASTE SERVICES, LLC

By: [Signature]

Joseph A. Foody, Manager

Date: 11-28-16

(WITNESSES)

ATTEST:

Carie Shealy, City Clerk

CITY OF COCOA, FLORIDA:

By: [Signature]

Henry U. Parrish, III, Mayor

Date: __________________
SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made the 22nd day of December, 2016, by COLONY WASTE SERVICES LLC, a Florida limited liability company, whose address is 161 SW 11th Court, Boca Raton, FL 33486, hereinafter called the Grantor, to, MERRITT ISLAND UTILITY COMPANY, INC., a Florida corporation, whose street address is 6786 Mangrove Drive, Merritt Island, FL 32923, hereinafter called the Grantee:

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the Grantor, for and in consideration of the sum of $10.00 and other valuable considerations, receipt whereof are hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in Charlotte County, Florida, more particularly described in the attached Exhibit "A" (the "Property").

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

AND the Grantor hereby covenants with Grantee that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; that it hereby specially warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, subject to real estate taxes for 2017 and subsequent years and all matters of record, without the intention of reimposing same.
IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed as of the day and year first above written.

[Signature]
Witness Name: John M. Cappeller, Jr.

Witness Name: [Name]

COLONY WASTE SERVICES, LLC. a Florida limited liability company

By: [Signature]
Joseph A. Foody, Managing Member

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me this 21st day of December, 2016, by Joseph A. Foody, as Managing Member of COLONY WASTE SERVICES, LLC, a Florida limited liability company, in the capacity aforesaid; such person is ___ personally known to me or ___ has produced _____________________________ as identification and did not do so under oath.

[Notary Seal]

Notary Public
Printed Name: John M. Cappeller, Jr.

My Commission Expires: ___________________
Exhibit "A" to Special Warranty Deed

Legal Description

A parcel of land lying in Section 15, Township 23 South, Range 36 East, Brevard County, Florida, lying adjacent to and South of Colony Park, Section 3, according to the Plat thereof as recorded in Plat Book 20, Page 107, Public Records of Brevard County, Florida, and being more particularly described as follows:
Commence at the S.E. Corner of said Section 15 and run S. 87 degrees 45’ 45” W. along the South line of said Section a distance of 958.38 feet for a Point of Beginning of this description; thence continue S. 87 degrees 45’ 45” W. along said South line, 250.00 feet; thence N. 2 degrees 15’ 15” W., 312.50 feet to the Southwest corner of the aforementioned Colony Park, Section 3; thence along the South line of said subdivision the following courses and distances: N 87 degrees 45’ 45” E., 100.0 feet; N. 2 degrees 15’ 15” W., 62.50 feet; N. 87 degrees 45’ 45” E., 50.00 feet; S. 2 degrees 15’ 15” E., 75.0 feet; N. 87 degrees 45’ 45” E., 100.0 feet; thence leaving said South line run S. 2 degrees 15’ 15” E., 300.0 feet to the Point of Beginning;

AND

A parcel of land lying in Section 15, Township 23 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:
Commence at the Southeast corner of said Section 15, and run S. 87 degrees 45’ 45” W., along the South line of said Section, a distance of 658.38 feet to the Southwest corner of COLONY PARK, SECTION 2, recorded in Plat Book 20, Page 18, Public Records of Brevard County, Florida, the Point of Beginning; thence continue S. 87 degrees 45’ 45” W., along said South line, a distance of 300.00 feet; thence N. 02 degrees 15’ 15” W., along the East line of lands described in Official Records Book 1474, Page 1008, a distance of 300.0 feet to a point on the South line of COLONY PARK, SECTION 3, recorded in Plat Book 20, Page 107; thence N 87 degrees 45’ 45” E., along said South line, a distance of 300.0 feet to a point on the West line of aforesaid COLONY PARK, SECTION 2; thence S. 02 degrees 15’ 15” E., along said West line, a distance of 300.0 feet to the Point of Beginning.
QUIT CLAIM BILL OF SALE

THIS AMENDED QUITCLAIM BILL OF SALE (this "Bill of Sale") is made as of the day of December, 2016 by and between COLONY WASTE SERVICES LLC, a Florida limited liability company, as seller ("Seller"), and MERRITT ISLAND UTILITY COMPANY, INC., a Florida corporation, as purchaser ("Buyer").

Seller for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DOES HEREBY QUITCLAIM unto Buyer all of the Seller's right, title and interest, if any: in and to the sewer utility system both within the Property, more particularly described in Exhibit "A" attached hereto and made a part hereof, and outside the Property, more particularly described in Exhibit "B" attached hereto and made a part hereof, including all of the Seller's right, title and interest, if any, in and to the sewer utility system serving the property located at Colony Park Mobile Home Village, Merritt Island, Florida, more particularly described in Exhibit "C" attached hereto and made a part hereof, less and except those sewer system pipelines and facilities which are located within the boundaries of the real property described in Exhibit "C."

The Seller has executed and delivered this Bill of Sale to Buyer, and Buyer has received and accepted this Bill of Sale and has acquired such right, title and interest in the sewer utility system as the Seller may have, if any, AS IS, WHERE IS, AND WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL; IT BEING THE INTENTION OF THE SELLER AND BUYER, BY ITS ACCEPTANCE OF THIS BILL OF SALE, TO HEREBY EXPRESSLY REVOKE, RELEASE, NEGATE, AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES AS TO (i) THE EXISTENCE, OWNERSHIP, TITLE, POSSESSION, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY, VALUE, CONDITION, MAKE, MODEL, COMPOSITION, AUTHENTICITY, OR AMOUNT OF THE SEWER UTILITY SYSTEM; (ii) THE SUITABILITY, MERCHANTABILITY, OR FITNESS OF THE SEWER UTILITY SYSTEM FOR A PARTICULAR USE OR PURPOSE; (iii) THE NATURE OR QUALITY OF CONSTRUCTION, STRUCTURAL DESIGN, OR ENGINEERING OF THE SEWER UTILITY SYSTEM OR THE QUALITY OF THE LABOR OR MATERIALS INCLUDED THEREIN; (iv) ANY FEATURES OR CONDITIONS OF OR WHICH AFFECT THE SEWER UTILITY SYSTEM; (v) ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE SEWER UTILITY SYSTEM; AND (vi) ANY ENVIRONMENTAL, GEOLOGICAL, STRUCTURAL, OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW, OR HEREAFTER AFFECTING IN ANY MANNER THE SEWER UTILITY SYSTEM.

This is a final and exclusive expression of the agreement of the Seller and Buyer as to the interests described hereinabove, and no course of dealing or usage of trade or custom or course of performance shall be relevant to explain or supplement any term expressed in this Bill of Sale.

This Bill Of Sale is executed pursuant to that certain Commercial Contract dated as of December 7, 2016, as amended, between Seller and Buyer.
IN WITNESS WHEREOF, this Quit Claim Bill of Sale is executed by the Seller and Buyer as of this 22nd day of December, 2016. This Bill of Sale may be executed in multiple counterparts, all such executed counterparts shall constitute the same agreement, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

SELLER:

COLONY WASTE SERVICES LLC,
a Florida limited liability company

By: ____________________________
Name: Joseph A. Poodo
Title: Managing Member

BUYER:

MERRITT ISLAND UTILITY COMPANY, INC.,
a Florida corporation

By: ____________________________
Name: Gary Beremer
Title: President
EXHIBIT “A”

A parcel of land lying in Section 15, Township 23 South, Range 36 East, Brevard County, Florida, lying adjacent to and South of Colony Park, Section 3, a subdivision according to the Plat thereof recorded in Plat Book 20, Page 107, of the Public Records of Brevard County, Florida, and being more particularly described as follows:

Commence at the Southeast Corner of said Section 15 and run South 87 degrees 45' 45" West along the South line of said Section a distance of 958.38 feet for a Point of Beginning of this description; thence continue South 87 degrees 45' 45" West along said South line, 250.00 feet; thence North 2 degrees 14' 15" West, 312.50 feet to the Southwest corner of the aforementioned Colony Park, Section 3; thence along the South line of said subdivision the following courses and distances: North 87 degrees 45' 45" East, 100.0 feet; North 2 degrees 14' 15" West, 62.50 feet; North 87 degrees 45' 45" East, 50.00 feet; South 2 degrees 14' 15" East, 75.0 feet; North 87 degrees 45' 45" East, 100.0 feet; thence leaving said South line run South 2 degrees 14' 15" East, 300.0 feet to the Point of Beginning;

AND

A parcel of land lying in Section 15, Township 23 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 15, and run South 87 degrees 45' 45" West, along the South line of said Section, a distance of 658.38 feet to the Southwest corner of Colony Park, Section 2, recorded in Plat Book 20, Page 18, of the Public Records of Brevard County, Florida, the Point of Beginning; thence continue South 87 degrees 45' 45" West, along said South line, a distance of 300.00 feet; thence North 02 degrees 14' 15" West, along the East line of lands described in Official Records Book 1474, Page 1008, a distance of 300.0 feet to a point on the South line of Colony Park, Section 3, recorded in Plat Book 20, Page 107; thence North 87 degrees 45' 45" East, along said South line, a distance of 300.0 feet to a point on the West line of aforesaid Colony Park, Section 2; thence South 02 degrees 14' 15" East, along said West line, a distance of 300.0 feet to the Point of Beginning.

Together with the Easements recorded in Official Records Book 2514, Pages 2755, 2758, and 2761, of the Public Records of Brevard County, Florida for the purposes and subject to the terms and conditions recited therein for the benefit of the lands described above.
EXHIBIT “B”

Additional Property

Any and all easements, rights-of-way, gores of land, streets, ways, alleys, passages, sewer rights, air rights, water, water stock, water rights, titles, interests, privileges, tenements, hereditaments and appurtenances whatsoever, if any, in any way belonging, relating or appertaining to any of the Property, and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Grantor of, in and to the same, if any.

All right, title, and interest of the Grantor, if any, in and to the land lying in the bed of any streets, roads, or avenues, opened, or proposed, in front of or adjoining the Property, and in and to the appurtenances thereto.
Exhibit “C”

Colony Park Mobile Home Village Property

That part of the SW 1/4 of the SW 1/4 less the South 1/4 of the SW 1/4 of Section 14, Township 23 South, Range 36 East and being more particularly described as follows:

Begin at the SW corner of the aforesaid parcel; thence run N 00 degrees 39’ 04” W, along the West line of said parcel a distance of 947.98 feet; thence run N 87 degrees 05’ 16” E a distance of 710.58 feet; thence run N 00 degrees 48’ 54” W a distance of 10.00 feet to the North line of said parcel; thence run N 89 degrees 11’ 06” E along the North line of said parcel a distance of 569.57 feet; thence run S 02 degrees 00’ 25” E a distance of 985.11 feet to a point on the South line of said parcel; thence S 89 degrees 13’ 32” W along the South line of said parcel a distance of 1302.88 feet to the Point of Beginning. LESS the following described parcels: Lots 32 thru 35, Colony Park North, Unit No. 2, described in Plat Book 24, Page 74; Tax Parcel 514 (ORB 2207, Page 106); Tax Parcel 517 (ORB 1068, Page 443 except ORB 1329, Page 901); and the Right of Way of Whaley Road, Public Records of Brevard County, Florida.

Also described as Parcels 1, 2 and 3:

Parcel 1:

Commence at the Southwest corner of Section 14, Township 23 South, Range 36 East; thence N 00 degrees 39’ 04” W along the West line of said Section 14, a distance of 327.99 feet; thence N 89 degrees 13’ 32” E a distance of 30.00 feet to the Point of Beginning; thence N 00 degrees 39’ 04” W and parallel to the said West line of Section 14 a distance of 440.00 feet; thence N 89 degrees 13’ 32” E a distance of 268.89 feet; thence S 02 degrees 00’ 25” E a distance of 150.02 feet; thence N 89 degrees 13’ 32” E a distance of 392.50 feet; thence S 02 degrees 00’ 25” E a distance of 100.02 feet; thence S 89 degrees 13’ 32” W a distance of 4.35 feet; thence S 00 degrees 46’ 28” E a distance of 190.00 feet; thence S 89 degrees 13’ 32” W a distance of 663.38 feet to the Point of Beginning. Said parcel lying in the Southwest Quarter (SW 1/4) of said Section 14, Brevard County, Florida.

Parcel 2:

Parcel of land lying in Section 14, Township 23 South, Range 36 East, Brevard, County, Florida, being more particularly described as follows: The following described lands less the West 72 feet thereof: Commence at the Southwest corner of said Section and run N 00 degrees 39’ 04” W along the West line of said Section a distance of 327.99 feet; thence N 89 degrees 13’ 32” E, a distance of 30.00 feet; thence N 00 degrees 39’ 04” W, parallel with said West line a distance of 440.00 feet for a Point of Beginning; thence N 89 degrees 13’ 32” E, a distance of 268.89 feet; thence S 02 degrees 00’ 25” E, a distance of 150.02 feet; thence N 89 degrees 13’ 32” E, a distance of 392.50 feet; thence N 02 degrees 00’ 25” W, a distance of 100.02 feet; thence N 00 degrees 46’ 28” W, a distance of 150.0 feet; thence S 89 degrees 13’ 32” W, a distance of 372.24 feet; thence S 86 degrees 54’ 04” W, a distance of 50.05 feet; thence S 89 degrees 20’ 56” W, a distance of 240.0 feet; thence S 00 degrees 39’ 04” E, a distance of 98.51 feet to the Point of Beginning.

Parcel 3:

That part of the SW 1/4 of the SW 1/4 less the South 1/4 of the SW 1/4 of Section 14, Township 23 South, Range 36 East and being more particularly described as follows:

Begin at the SW corner of the aforesaid parcel; thence run N 00 degrees 39’ 04” W, along the West line of said parcel a distance of 947.98 feet; thence run N 87 degrees 05’ 16” E a distance of 710.58 feet; thence
run N 00 degrees 48' 54" W a distance of 10.00 feet to the North line of said parcel; thence run N 89 degrees 11' 06" E along the North line of said parcel a distance of 569.57 feet; thence run S 02 degrees 00' 25" E a distance of 983.11 feet to a point on the South line of said parcel; thence S 89 degrees 13' 32" W along the South line of said parcel a distance of 1302.88 feet to the Point of Beginning. LESS the West 170 feet of the North 409.47 feet thereof, and, except that part of the aforesaid lands conveyed by Esther R. Baker by deed dated March 29, 1973 and recorded in OR Book 1329, Page 901, Public Records of Brevard County, Florida.
NO LIEN AFFIDAVIT AND GAP AFFIDAVIT

State of Florida )
County of Palm Beach )

Before me, the undersigned authority, personally appeared Joseph A. Foody (the “Affiant”), who being duly sworn according to law, deposes and says:

1. Affiant is the Managing Member of Colony Waste Services, LLC, a Florida limited liability company (the “Owner”), and has personal knowledge of all matters contained in this affidavit.

2. Owner is the owner of the real property located in Brevard County, Florida, as legally described in Exhibit A attached hereto and made a part hereof (the “Property”).

3. The Property is free and clear of all liens, taxes, encumbrances and claims of any kind, nature and description whatsoever made by, through or under Owner, except as described in Old Republic National Title Insurance Company (the “Title Company”) Commitment File No. 16127728, bearing an Effective Date of November 16, 2016, at 8:00 a.m. (the “Effective Date”), except taxes for the year 2017 and thereafter, which are prorated at the time of closing.

4. There are no construction, materialmen or laborers’ liens under the Florida Statutes filed against the Property; there have been no repairs, improvements or other work done or labor, materials or services bestowed upon the Property or any part thereof within ninety (90) days preceding the date of this Affidavit authorized by Owner for which all or any part of the cost of the same remains unpaid; there are no outstanding contracts, either oral or written, for the furnishing of any labor, materials or services in connection with the improvements of the Property or any part thereof entered into by Owner; and no person, firm or corporation is entitled to a lien under Chapter 713 of the Florida Statutes with respect to the Property.

5. Owner is in exclusive possession of the Property and no other person or entity has any claim of possession, options to purchase or rights to purchase any portion of the property with respect to the Property.

6. There have been no documents recorded in the Public Records of Brevard County, Florida, subsequent to the Effective Date which affect title to the Property; there are no matters pending against Owner since the Effective Date that could give rise to a lien that would attach to the Property; and Owner has not executed and will not execute any instrument or agreement that would adversely affect the title to the Property.

7. That there are no matters pending against Owner that could give rise to a lien that would attach to the property between the date of the title commitment and the recording of the title.
8. That there are no actions or proceedings now pending in any State or Federal Court to which the Owner is now a party including, but not limited to, proceedings in bankruptcy, receivership or insolvency, nor are there any judgments or liens of any nature which constitute or could constitute a charge lien, or adversely affect said property. Subsequent and prior to the date of closing, Owner hereby agrees and represents that it has not and will not execute any instrument or do any act whatsoever that would in any way or may affect the title to the property, including but not limited to the mortgaging or conveying the property or any interest therein, or causing any liens to be recorded against the property or Owner which would be a lien against the subject property.

9. That there are no violations of County or municipal ordinances pertaining to the property to the best of Owner’s knowledge.

10. That, in the event the current real estate and personal property taxes vary from the figures used in making prorations in connection with the closing had this day, a proper adjustment and new proration will be made upon demand by either party to the transaction.

11. This affidavit is made as an inducement to and as a part of the consideration for issuance of Title Company’s owner’s insurance policy insuring Merritt Island Utility Company, Inc., a Florida corporation to purchase the above-described property (the “Policy”), which Policy eliminates certain rights of parties in possession and construction and mechanics’ liens as exceptions to title; and this affidavit is made with the full knowledge that Title Company is relying upon the truth of the statements made herein to issue the Policy. The undersigned is fully advised of the legal effect and obligations imposed upon Affiant by the execution of this instrument under oath.

12. Affiant hereby agrees to indemnify and hold John M. Cappeller, Jr., P.A. and Title Company harmless of and from any and all loss, cost, damage and expense of every kind, including attorneys’ and paralegals; fees, which John M. Cappeller, Jr., P.A. and Title Company shall or may suffer or become liable for under the Policy or upon the Property, on account of reliance on the statements made herein. This Affidavit constitutes the representation and warranty of Affiant to John M. Cappeller, Jr., P.A. and Title Company that the foregoing statements are true and correct.

FURTHER AFFIANT SAYETH NAUGHT.

[Signature]
Joseph A. Foody, as Managing Member
State of Florida
County of Palm Beach

Sworn to and subscribed before me this 2\text{nd} day of December, 2016, by Joseph A. Foody, as Managing Member of Colony Waste Services, LLC, a Florida limited liability company, who is personally known to me and who did take an oath.

(Notary Seal)

NOTARY PUBLIC
Commission No.:
Commission Expires:
Exhibit A

Legal Description

A parcel of land lying in Section 15, Township 23 South, Range 36 East, Brevard County, Florida, lying adjacent to and South of Colony Park, Section 3, according to the Plat thereof as recorded in Plat Book 20, Page 107, Public Records of Brevard County, Florida, and being more particularly described as follows:

Commence at the S.E. Corner of said Section 15 and run S. 87 degrees 45’ 45” W. along the South line of said Section a distance of 958.38 feet for a Point of Beginning of this description; thence continue S. 87 degrees 45’ 45” W. along said South line, 250.00 feet; thence N. 2 degrees 14’ 15” W., 312.50 feet to the Southwest corner of the aforementioned Colony Park, Section 3; thence along the South line of said subdivision the following courses and distances: N 87 degrees 45’ 45” E., 100.0 feet; N. 2 degrees 14’ 15” W., 62.50 feet; N. 87 degrees 45’ 45” E., 50.00 feet; S. 2 degrees 14’ 15” E., 75.0 feet; N. 87 degrees 45’ 45” E., 100.0 feet; thence leaving said South line run S. 2 degrees 14’ 15” E., 300.0 feet to the Point of Beginning;

AND

A parcel of land lying in Section 15, Township 23 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 15, and run S. 87 degrees 45’ 45” W., along the South line of said Section, a distance of 658.38 feet to the Southwest corner of COLONY PARK, SECTION 2, recorded in Plat Book 20, Page 18, Public Records of Brevard County, Florida, the Point of Beginning; thence continue S. 87 degrees 45’ 45” W., along said South line, a distance of 300.00 feet; thence N. 02 degrees 14’ 15” W., along the East line of lands described in Official Records Book 1474, Page 1008, a distance of 300.0 feet to a point on the South line of COLONY PARK, SECTION 3, recorded in Plat Book 20, Page 107; thence N 87 degrees 45’ 45” E., along said South line, a distance of 300.0 feet to a point on the West line of aforesaid COLONY PARK, SECTION 2; thence S. 02 degrees 14’ 15” E., along said West line, a distance of 300.0 feet to the Point of Beginning.

Together with the Easements recorded in Official Records Book 2514, pages 2755, 2758, and 2761, Public Records of Brevard County, Florida for the purposes and subject to the terms and conditions recited therein for the benefit of the lands described above.
LIMITED LIABILITY COMPANY AFFIDAVIT

State of Florida
County of Palm Beach

Before me, the undersigned authority, personally appeared Joseph A. Foody ("Affiant") who being by me first duly sworn, on oath deposes and says that:

1. Affiant is the Managing Member of Colony Waste Services, LLC, a Florida limited liability company (the "LLC").

2. The LLC is currently in existence under valid articles of organization and regulations and has not been terminated or dissolved.

3. The LLC is the owner of the property described on Exhibit "A" attached hereto and made a part hereof by reference (the "Property").

4. The LLC is not in bankruptcy and, if the LLC is a single member entity, the single member is not in bankruptcy.

5. Affiant is authorized by the articles of organization or operating agreement to execute any instruments affecting the Property on behalf of the LLC.

6. Under penalties of perjury, Affiant declares that Affiant has read the foregoing.

[Signature]
Joseph A. Foody, Managing Member of Colony Waste Services, LLC

The foregoing instrument was acknowledged before me this 2\_ day of December, 2016 by Joseph A. Foody, as Managing Member of Colony Waste Services, LLC, a Florida limited liability company, who [___] is personally known to me or [___] has produced a driver's license as identification.

[Notary Seal]
Notary Public
Printed Name: ____________________________
My Commission Expires: _____________________
Exhibit A

A parcel of land lying in Section 15, Township 23 South, Range 36 East, Brevard County, Florida, lying adjacent to and South of Colony Park, Section 3, according to the Plat thereof as recorded in Plat Book 20, Page 107, Public Records of Brevard County, Florida, and being more particularly described as follows:

Commence at the S.E. Corner of said Section 15 and run S. 87 degrees 45’ 45” W. along the South line of said Section a distance of 958.38 feet for a Point of Beginning of this description; thence continue S. 87 degrees 45’ 45” W. along said South line, 250.00 feet; thence N. 2 degrees 14’ 15” W., 312.50 feet to the Southwest corner of the aforementioned Colony Park, Section 3; thence along the South line of said subdivision the following courses and distances: N 87 degrees 45’ 45” E., 100.0 feet; N. 2 degrees 14’ 15” W., 62.50 feet; N. 87 degrees 45’ 45” E., 50.00 feet; S. 2 degrees 14’ 15” E., 75.0 feet; N. 87 degrees 45’ 45” E., 100.0 feet; thence leaving said South line run S. 2 degrees 14’ 15” E., 300.0 feet to the Point of Beginning;

AND

A parcel of land lying in Section 15, Township 23 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 15, and run S. 87 degrees 45’ 45” W., along the South line of said Section, a distance of 658.38 feet to the Southwest corner of COLONY PARK, SECTION 2, recorded in Plat Book 20, Page 18, Public Records of Brevard County, Florida, the Point of Beginning; thence continue S. 87 degrees 45’ 45” W., along said South line, a distance of 300.00 feet; thence N. 02 degrees 14’ 15” W., along the East line of lands described in Official Records Book 1474, Page 1008, a distance of 300.0 feet to a point on the South line of COLONY PARK, SECTION 3, recorded in Plat Book 20, Page 107; thence N 87 degrees 45’ 45” E., along said South line, a distance of 300.0 feet to a point on the West line of aforesaid COLONY PARK, SECTION 2; thence S. 02 degrees 14’ 15” E., along said West line, a distance of 300.0 feet to the Point of Beginning.

Together with the Easements recorded in Official Records Book 2514, Pages 2755, 2758, and 2761, of the Public Records of Brevard County, Florida for the purposes and subject to the terms and conditions recited therein for the benefit of the lands described above.
(1) A detailed financial statement (balance sheet and income statement), audited if available, of the financial condition of the applicant, that shows all assets and liabilities of every kind and character. The financial statements shall be for the preceding calendar or fiscal year. The financial statement shall be prepared in accordance with Rule 25-30.115, F.A.C. If available, a statement of the sources and uses of funds shall also be provided; and,

2. A list of all entities, including affiliates, upon which the buyer is relying to provide funding to the utility and an explanation of the manner and amount of such funding. The list need not include any person or entity holding less than 5 percent ownership interest in the utility. The applicant shall provide copies of any financial agreements between the listed entities and the utility and proof of the listed entities’ ability to provide funding, such as financial statements;

The systems were purchased with Shareholder’s cash. The utility, Merritt Island Utility Company, Inc. was incorporated in the State of Florida on November 28, 2016, as such there are no financial statements of the utility. There are no other “entities” upon which the applicant is relying to provide funding to the buyer. The financial statements would be the individual shareholder’s personal financial information. The financial statements for owners greater than 10% ownership interest will be supplied under separate cover letter requesting confidential treatment of such information.
EXHIBIT D
Rule 25-30.037 (2)(m)

To demonstrate the technical ability of the buyer to provide service, the buyer shall provide:

1. An explanation of the buyer's experience in the water or wastewater industry; and,

2. The buyer's plans for ensuring continued operation of the utility, such as retaining the existing plant operator(s) and office personnel, or contracting with outside entities;

The directors have been in the water and wastewater utility management, operations and maintenance related industry for numerous years bringing a level of Florida specific expertise that is not typical to private utility ownership within the State.

Gary Deremer – President: Over 30 years of Florida related water and wastewater industry experience; previous private utility ownership has included:

- Holiday Utility System – Holiday, FL
- Virginia City Utility System – New Port Richey, FL
- Dixie Groves Utility System – Holiday, FL
- Colonial Manor Utility System – Holiday, FL
- Pasco Utilities, Inc. – Zephyrhills, FL

Cecil Deicher – Vice President: Over 38 years of Florida related Operations, Construction, Capital Project Management; previous private utility ownership included:

- Pasco Utilities, Inc. – Zephyrhills, FL
- Colonial Manor Utility System – Holiday, FL
- D&D Wellfield Property

Pine Harbour Waterworks, Inc. has secured the services of U.S. Water Services Corporation to provide contract operating services and billing and collection services. Through U.S. Water Services Corporation, both Mr. Deremer and Mr. Deicher have controlled service delivery to more than 850+ facilities within the State of Florida during their careers, including billing/collection and customer service, providing water service to more than 1,000,000 customers daily.

Currently, the shareholders of Merritt Island Utility Company, Inc. are also shareholders in the following utilities:
<table>
<thead>
<tr>
<th>Utility</th>
<th>Certificate No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Harbor Utility Company</td>
<td>522-W</td>
</tr>
<tr>
<td>Lakeside Utility Company</td>
<td>567-W &amp; 494-S</td>
</tr>
<tr>
<td>LP Utility Company</td>
<td>620-W &amp; 533-S</td>
</tr>
<tr>
<td>HC Utility Company</td>
<td>422-W &amp; 359-S</td>
</tr>
<tr>
<td>Brevard Utility Company</td>
<td>002-W</td>
</tr>
<tr>
<td>Sunny Hills Utility Company</td>
<td>501-W &amp; 435-S</td>
</tr>
<tr>
<td>Lake Osborne Utility Company</td>
<td>053-W</td>
</tr>
<tr>
<td>Jumper Creek Utility Company</td>
<td>667-W &amp; 507-S</td>
</tr>
<tr>
<td>The Woods Utility Company</td>
<td>507-W &amp; 441-S</td>
</tr>
<tr>
<td>Country Walk Utilities, Inc.</td>
<td>579-W</td>
</tr>
<tr>
<td>Rain tree Waterworks, Inc.</td>
<td>539-W</td>
</tr>
<tr>
<td>Brendenwood Waterworks, Inc.</td>
<td>339-W</td>
</tr>
<tr>
<td>Lake Idlewild Utility Company</td>
<td>531-W</td>
</tr>
<tr>
<td>Black Bear Waterworks, Inc.</td>
<td>654-W</td>
</tr>
</tbody>
</table>

In each of these orders approving the above transfers, the Commission specifically found that the transfers were in the public interest and also determined that the buyers had demonstrated the technical and financial ability to provide service to the existing service territory.

In addition, the shareholders currently have a application for transfer of certificate pending before the Commission in Docket No. 160058-SU, North Charlotte Waterworks, Inc. and Docket No. 160169-WU, Pine Harbour Waterworks, Inc.

Thus, based on the above this transfer is in the public interest; the buyer has both the technical and financial ability to provide service.

The buyer will fulfill the commitments, obligations and representations of the seller with regard to utility matters.
EXHIBIT E
Rule 25-30.037(2)(n)

A legal description of the proposed service area in the format prescribed in Rule 25-30.029, F.A.C.;

Legal Description for the Water System in Brevard County

WASTEWATER LEGAL DESCRIPTION

In Township 23 South, Range 36 East, Brevard County, Florida

Section 15

Commence at the Southeast corner of said Section 15 for a Point of Beginning. Thence run North 0°39'04" West along the East line of said Section 15, 1236.97 feet; thence North 89°35'04" West, 477.46 feet; thence South 00°38'31" West, 25.00 feet; thence South 68°21'32" West, 84.30 feet; thence South 76°38'12" West, 83.63 feet; thence South 89°20'56" West, 234.00 feet; thence South 00°39'04" East, 150.00 feet; thence North 89°20'56" East, 5.00 feet; thence South 00°39'04" West, 489.79 feet; thence South 87°45'45" West, 358.30 feet; thence South 2°14'15" East, 150 feet to a point on the South boundary of St. Charles Avenue; thence Westerly 30 feet, more or less; thence South 2°14'15" East, 400 feet, more or less, to a point on the South boundary of said Section 15, thence North 87°45'45" East along the South boundary of said Section 15, 1250 feet, more or less, to the Point of Beginning.

Section 14

Commence at the Southwest corner of said Section 14; thence run North 0°39'04" West along the West boundary of Section 14, 320 feet, more or less, to the Point of Beginning which is also the Southwest corner of the aforesaid parcel; thence North 0°39'04" West along the West line of said parcel, a distance of 947.98 feet; thence North 87°05'16" East, a distance of 710.58 feet; thence North 0°48'54" West, a distance of 10 feet to the North line of said parcel; thence North 89°11'06" East along the North line of said parcel, a distance of 569.57 feet; thence South 2°00'25" East, a distance of 985.11 feet to a point on the South line of said parcel; thence South 89°13'32" West along the South line of said parcel, a distance of 1302.88 feet to the Point of Beginning.
EXHIBIT F
Rule 25-30.037(2)(k)

Provide a statement explaining why the transfer is in the public interest.

The owner of Colony Waste Services, LLC has no utility experience.

The owner/director has been in the water and wastewater utility management, operations and maintenance related industry for numerous years bringing a level of Florida specific expertise that is not typical to private utility ownership within the State.

Gary Deremer – President: Over 30 years of Florida related water and wastewater industry experience; previous private utility ownership has included:

- Holiday Utility System – Holiday, FL
- Virginia City Utility System – New Port Richey, FL
- Dixie Groves Utility System – Holiday, FL
- Colonial Manor Utility System – Holiday, FL
- Pasco Utilities, Inc. – Zephyrhills, FL

Merritt Island Utility Company, Inc. has secured the services of U.S. Water Services Corporation to provide contract operating services and billing and collection services. Through U.S. Water Services Corporation, Mr. Deremer has controlled service delivery to more than 850+ facilities within the State of Florida during their careers, including billing/collection and customer service, providing water service to more than 1,000,000 customers daily.

Currently, the owner/shareholder of Merritt Island Utility Company, Inc. is also majority shareholders in the following utilities:

<table>
<thead>
<tr>
<th>Utility</th>
<th>Certificate No.</th>
</tr>
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<tbody>
<tr>
<td>Harbor Utility Company</td>
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</tr>
<tr>
<td>The Woods Utility Company</td>
<td>507-W &amp; 441-S</td>
</tr>
<tr>
<td>Country Walk Utilities, Inc.</td>
<td>579-W</td>
</tr>
<tr>
<td>Raintree Waterworks, Inc.</td>
<td>539-W</td>
</tr>
</tbody>
</table>
In each of these orders approving the above transfers, the Commission specifically found that the transfers were in the public interest and also determined that the buyers had demonstrated the technical and financial ability to provide service to the existing service territory.

In addition, the shareholder currently have a application for transfer of certificate pending before the Commission in Docket No. 160058-SU, North Charlotte Waterworks, Inc. and Docket No. 160169-WU, Pine Harbour Waterworks, Inc.

Merritt Island Utility Company, Inc. is a Florida corporation authorized to do business in Florida as of November 28, 2016. Merritt Island Utility Company, Inc. has both the technical and financial wherewithal to continue quality water and wastewater service to its customers. The purchasing utility has both the technical and financial ability to make necessary repair and improvements to the water and wastewater systems and ensure the financial viability on an ongoing basis.

In addition, the previous owner Colony Waste Services, LLC has no utility experience. Thus, based on the above this transfer is in the public interest; the buyer has both the technical and financial ability to continue to provide quality water and wastewater service to its customers.
EXHIBIT G

Rule 25-30.037(2)(k)

A statement from the buyer that after reasonable investigation, the system being acquired appears to be in satisfactory condition and in compliance with all applicable standards set by the Department of Environmental Protection (DEP) or, if the system is in need of repair or improvement, has any outstanding Notice of Violation of any standard set by the DEP or any outstanding consent orders with the DEP, the buyer shall provide a description of the repairs or improvements that have been identified, the governmental authority that required the repairs or improvements, if applicable, the approximate cost to complete the repairs or improvements, and any agreements between the seller and buyer regarding who will be responsible for any identified repairs or improvements.

Minor out of compliance in most recent DEP inspection. Merritt Island Utility Company is planning to address the minor deficiencies and repair and/or replace the diffusers and hand rails in the near future.
<table>
<thead>
<tr>
<th>Description</th>
<th>Cost - CIP</th>
<th>Cost - R&amp;R</th>
</tr>
</thead>
<tbody>
<tr>
<td>Static Screen and Splitter Box</td>
<td>$3,500</td>
<td></td>
</tr>
<tr>
<td>Replace Air Piping and Diffusers</td>
<td></td>
<td>$15,000</td>
</tr>
<tr>
<td>New Blower</td>
<td>$10,000</td>
<td></td>
</tr>
<tr>
<td>New Flow Meter</td>
<td></td>
<td>$3,500</td>
</tr>
<tr>
<td>Hand Rail Replacement</td>
<td>$3,500</td>
<td></td>
</tr>
<tr>
<td>Scrap 3 ponds (9800 sqft)</td>
<td></td>
<td>$50,000</td>
</tr>
<tr>
<td>New Pump discharge pipe</td>
<td></td>
<td>$10,000</td>
</tr>
<tr>
<td>New Vault piping</td>
<td>$12,000</td>
<td></td>
</tr>
<tr>
<td>Repair Pump #2</td>
<td>$1,500</td>
<td></td>
</tr>
<tr>
<td>Add pump rails</td>
<td>$8,000</td>
<td></td>
</tr>
<tr>
<td>Reline Wet well</td>
<td>$35,000</td>
<td></td>
</tr>
<tr>
<td>Replace Pump #2</td>
<td>$7,500</td>
<td></td>
</tr>
<tr>
<td>Cost - CIP</td>
<td>$64,000</td>
<td>$77,000</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$141,000</td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT H
Rule 25-30.037(2)(s)

Documentation of the utility's right to access and continued use of the land upon which the utility treatment facilities are located. Documentation of continued use shall be in the form of a recorded warranty deed, recorded quit claim deed accompanied by title insurance, recorded lease such as a 99-year lease, or recorded easement. The applicant may submit an unrecorded copy of the instrument granting the utility's right to access and continued use of the land upon which the utility treatment facilities are or will be located, provided that the applicant files a recorded copy within the time required in the order granting the transfer.

See attached Special Warranty Deed.
SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made the 22nd day of December, 2016, by COLONY WASTE SERVICES LLC, a Florida limited liability company, whose address is 161 SW 11th Court, Boca Raton, FL 33486, hereinafter called the Grantor, to, MERRITT ISLAND UTILITY COMPANY, INC., a Florida corporation, whose street address is 6786 Mangrove Drive, Merritt Island, FL 32923, hereinafter called the Grantee:

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the Grantor, for and in consideration of the sum of $10.00 and other valuable considerations, receipt whereof are hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in Brevard County, Florida, more particularly described in the attached Exhibit "A" (the "Property").

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

AND the Grantor hereby covenants with Grantee that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; that it hereby specially warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, subject to real estate taxes for 2017 and subsequent years and all matters of record, without the intention of reimposing same.
IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed as of the day and year first above written.

COLONY WASTE SERVICES, LLC, a Florida limited liability company

By: Joseph A. Foody, Managing Member

Witness Name: John M. Cappeller, Jr.

Witness Name: CHARLES WILKES

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me this 21st day of December, 2016, by Joseph A. Foody, as Managing Member of COLONY WASTE SERVICES, LLC, a Florida limited liability company, in the capacity aforesaid; such person is ___ personally known to me or ___ has produced ___ as identification and did not do so under oath.

[Notary Seal]

Printed Name: John M. Cappeller, Jr.

My Commission Expires: ____________________________
Exhibit "A" to Special Warranty Deed

Legal Description

A parcel of land lying in Section 15, Township 23 South, Range 36 East, Brevard County, Florida, lying adjacent to and South of Colony Park, Section 3, according to the Plat thereof as recorded in Plat Book 20, Page 107, Public Records of Brevard County, Florida, and being more particularly described as follows:
Commence at the S.E. Corner of said Section 15 and run S. 87 degrees 45' 45" W. along the South line of said Section a distance of 958.38 feet for a Point of Beginning of this description; thence continue S. 87 degrees 45' 45" W. along said South line, 250.00 feet; thence N. 2 degrees 14' 15" W., 312.50 feet to the Southwest corner of the aforementioned Colony Park, Section 3; thence along the South line of said subdivision the following courses and distances: N 87 degrees 45' 45" E., 100.0 feet; N. 2 degrees 14' 15" W., 62.50 feet; N. 87 degrees 45' 45" E., 50.00 feet; S. 2 degrees 14' 15" E., 75.0 feet; N. 87 degrees 45' 45" E., 100.0 feet; thence leaving said South line run S. 2 degrees 14' 15" E., 300.0 feet to the Point of Beginning;

AND

A parcel of land lying in Section 15, Township 23 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:
Commence at the Southeast corner of said Section 15, and run S. 87 degrees 45' 45" W., along the South line of said Section, a distance of 658.38 feet to the Southwest corner of COLONY PARK, SECTION 2, recorded in Plat Book 20, Page 18, Public Records of Brevard County, Florida, the Point of Beginning; thence continue S. 87 degrees 45' 45" W., along said South line, a distance of 300.00 feet; thence N. 02 degrees 14' 15" W., along the East line of lands described in Official Records Book 1474, Page 1008, a distance of 300.0 feet to a point on the South line of COLONY PARK, SECTION 3, recorded in Plat Book 20, Page 107; thence N 87 degrees 45' 45" E., along said South line, a distance of 300.0 feet to a point on the West line of aforesaid COLONY PARK, SECTION 2; thence S. 02 degrees 14' 15" E., along said West line, a distance of 300.0 feet to the Point of Beginning.
EXHIBIT I
Rule 25-30.037(2)(s)

A copy of the utility’s current permits from the DEP and the water management district.

See Attached DEP permit.
NOTICE OF PERMIT ISSUANCE

CERTIFIED MAIL
91 7108 2133 3939 1967 7771

COLONY PARK UTILITIES
6786 MANGROVE DRIVE
MERRITT ISLAND FL 32953

ATTENTION JEROME S. STEWART
RECEIVERSHIP OWNER

Brevard County - DW
Colony Park Utilities WWTF

Enclosed is Permit Number FLA010377-003 to operate a domestic wastewater facility issued under Section(s) 403.087 and 403.0885 of the Florida Statutes.

The Department’s proposed agency action shall become final unless a timely petition for an administrative hearing is filed under sections 120.569 and 120.57 of the Florida Statutes before the deadline for filing a petition. The procedures for petitioning for a hearing are set forth below.

A person whose substantial interests are affected by the Department’s proposed permitting decision may petition for an administrative proceeding (hearing) under sections 120.569 and 120.57 of the Florida Statutes. The petition must contain the information set forth below and must be filed (received by the clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000.

Petitions by the applicant or any of the parties listed below must be filed within fourteen days of receipt of this written notice. Petitions filed by any persons other than those entitled to written notice under section 120.60(3) of the Florida Statutes must be filed within fourteen days of publication of the notice or within fourteen days of receipt of the written notice, whichever occurs first.

Under section 120.60(3) of the Florida Statutes, however, any person who has asked the Department for notice of agency action may file a petition within fourteen days of receipt of such notice, regardless of the date of publication.

The petitioner shall mail a copy of the petition to the applicant at the address indicated above at the time of filing. The failure of any person to file a petition within the appropriate time period shall constitute a waiver of that person’s right to request an administrative determination (hearing) under sections 120.569 and 120.57 of the Florida Statutes. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with rule 28-106.205 of the Florida Administrative Code.
A petition that disputes the material facts on which the Department's action is based must contain the following information:

(a) The name, address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any; the Department permit identification number and the county in which the subject matter or activity is located;
(b) A statement of how and when each petitioner received notice of the Department action;
(c) A statement of how each petitioner's substantial interests are affected by the Department action;
(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
(e) A statement of facts that the petitioner contends warrant reversal or modification of the Department action;
(f) A concise statement of the ultimate facts alleged, as well as the rules and statutes which entitle the petitioner to relief; and
(g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wants the Department to take.

A petition that does not dispute the material facts on which the Department's action is based shall state that no such facts are in dispute and otherwise shall contain the same information as set forth above, as required by rule 28-106.301.

Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the Department's final action may be different from the position taken by it in this notice. Persons whose substantial interests will be affected by any such final decision of the Department have the right to petition to become a party to the proceeding, in accordance with the requirements set forth above.

Mediation under section 120.573 of the Florida Statutes is not available for this proceeding.

This action is final and effective on the date filed with the Clerk of the Department unless a petition is filed in accordance with the above. Upon the timely filing of a petition this order will not be effective until further order of the Department.

Any party to the order has the right to seek judicial review of the order under section 120.68 of the Florida Statutes, by the filing of a notice of appeal under rule 9.110 of the Florida Rules of Appellate Procedure with the Clerk of the Department in the Office of General Counsel, Mail Station 35, 3900 Commonwealth Boulevard, Tallahassee, Florida, 32399-3000; and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within 30 days from the date when the final order is filed with the Clerk of the Department.

Executed in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

Dennise Judy
Program Manager
Domestic Waste
3319 Maguire Boulevard, Suite 232
Orlando, FL 32803-3767
Phone: (407) 897-4100

Date: February 22, 2012
Filed, on this date, pursuant to Section 120.52, F.S., with the designated Department Clerk, receipt of which is hereby acknowledged.

February 23, 2012

Clerk

Date

DJ/scc/cs/ply

Enclosures: Permit and DMR

Copies furnished to:
Compliance Section (via email)
Groundwater Section (via email)
Blain Nelson, P.E. (via email: b.nelson@nelsonengrco.com)

CERTIFICATE OF SERVICE

This is to certify that this NOTICE OF PERMIT ISSUANCE and all copies were mailed before close of business on February 23, 2012 to the listed persons, by ____________________________.
STATE OF FLORIDA
DOMESTIC WASTEWATER FACILITY PERMIT

PERMITTEE:
Colony Park Utilities

RESPONSIBLE OFFICIAL:
Jerome S. Stewart
6786 Mangrove Drive
Merritt Island, FL 32953
(407) 440-2837

FACILITY:
Colony Park Utilities WWTF
6710 Orleans Court
Merritt Island, FL 32953
Brevard County
Latitude: 28° 28' 43.191" N, Longitude: 80° 42' 44.3129" W

This permit is issued under the provisions of Chapter 403, Florida Statutes (F.S.), and applicable rules of the Florida Administrative Code (F.A.C.). This permit does not constitute authorization to discharge wastewater other than as expressly stated in this permit. The above named permittee is hereby authorized to operate the facilities in accordance with the documents attached hereto and specifically described as follows:

WASTEWATER TREATMENT:
An existing 0.070 million gallon per day (MGD) annual average daily flow (AADF) permitted capacity extended aeration domestic wastewater treatment plant consisting of aeration, secondary clarification, chlorination, and aerobic digestion of biosolids.

REUSE OR DISPOSAL:

Land Application R-001: An existing 0.070 MGD AADF permitted capacity rapid infiltration basin system. R-001 is a reuse system which consists of three (3) rapid infiltration basins (RIBs) with a total wetted area of approximately 9,800 square feet having a capacity of 0.070 MGD located approximately at latitude 28°28' 43" N, longitude 80°42' 43" W.

IN ACCORDANCE WITH: The limitations, monitoring requirements, and other conditions set forth in this cover sheet and Part I through Part IX on pages 1 through 15 of this permit.
PERMITTEE: Colony Park Utilities
FACILITY: Colony Park Utilities WWTF

PERMIT NUMBER: FLA010377-003
EXPIRATION DATE: February 21, 2017

1. RECLAIMED WATER AND EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

A. Reuse and Land Application Systems

1. During the period beginning on the issuance date and lasting through the expiration date of this permit, the permittee is authorized to direct reclaimed water to Reuse System R-001. Such reclaimed water shall be limited and monitored by the permittee as specified below and reported in accordance with Permit Condition I.B.7.:
2. Reclaimed water samples shall be taken at the monitoring site locations listed in Permit Condition I.A.1. and as described below:

<table>
<thead>
<tr>
<th>Monitoring Site Number</th>
<th>Description of Monitoring Site</th>
</tr>
</thead>
<tbody>
<tr>
<td>FLW-1</td>
<td>Flow meter at discharge of chlorine contact tank.</td>
</tr>
<tr>
<td>EFA-1</td>
<td>Chlorine contact tank effluent.</td>
</tr>
</tbody>
</table>

3. A meter shall be utilized to measure flow and calibrated at least once every 12 months. \([62-601.200(17)\text{ and } .500(6)]\)

4. The effluent limitation for the monthly geometric mean for fecal coliform is only applicable if 10 or more values are reported. If fewer than 10 values are reported, the monthly geometric mean shall be calculated and reported on the Discharge Monitoring Report. \([62-600.440(4)(c)]\)

5. Total residual chlorine must be maintained for a minimum contact time of 15 minutes based on peak hourly flow. \([62-610.510, 62-600.440(4)(b) \text{ and (5)(b)}]\)

6. Nitrate nitrogen \((\text{NO}_3^-)\) concentration in the water discharged to the land application system shall not exceed 12.0 mg/L, or as required to comply with Rule 62-610.510, F.A.C. If the facility exceeds this limit, the Department may require future groundwater monitoring or modification to the treatment facility to remove nitrogen. \([62-610.510]\)
**B. Other Limitations and Monitoring and Reporting Requirements**

1. During the period beginning on the issuance date and lasting through the expiration date of this permit, the treatment facility shall be limited and monitored by the permittee as specified below and reported in accordance with Permit Condition I.B.7.:

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Units</th>
<th>Max/Min</th>
<th>Limit</th>
<th>Statistical Basis</th>
<th>Frequency of Analysis</th>
<th>Sample Type</th>
<th>Monitoring Site Number</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flow (Total flow through plant)</td>
<td>MGD</td>
<td>Max</td>
<td>Max</td>
<td>0.070</td>
<td>Annual Average</td>
<td>Meter</td>
<td>FLW-1</td>
<td>See I.B.4</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Max</td>
<td>Max</td>
<td>Report</td>
<td>Monthly Average</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Report</td>
<td>Quarterly Average</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Percent Capacity, (TMADF/Permitted Capacity) x 100</td>
<td>percent</td>
<td>Max</td>
<td>Max</td>
<td>Report</td>
<td>Monthly Average</td>
<td>Monthly</td>
<td>Calculated</td>
<td>CAL-1</td>
</tr>
<tr>
<td>BOD, Carbonaceous 5 day, 20°C (Influent)</td>
<td>mg/L</td>
<td>Max</td>
<td>Max</td>
<td>Report</td>
<td>Single Sample</td>
<td>Annually</td>
<td>Grab</td>
<td>INF-1</td>
</tr>
<tr>
<td>Solids, Total Suspended (Influent)</td>
<td>mg/L</td>
<td>Max</td>
<td>Max</td>
<td>Report</td>
<td>Single Sample</td>
<td>Annually</td>
<td>Grab</td>
<td>INF-1</td>
</tr>
</tbody>
</table>

Notes:
- See I.B.3
-See I.B.4
2. Samples shall be taken at the monitoring site locations listed in Permit Condition I.B.1. and as described below:

<table>
<thead>
<tr>
<th>Monitoring Site Number</th>
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</tr>
</thead>
<tbody>
<tr>
<td>FLW-1</td>
<td>Flow meter at discharge of chlorine contact tank.</td>
</tr>
<tr>
<td>CAL-1</td>
<td>Calculate using FLW-1.</td>
</tr>
<tr>
<td>INF-1</td>
<td>Raw influent to first aeration tank.</td>
</tr>
</tbody>
</table>

3. Influent samples shall be collected so that they do not contain digester supernatant or return activated sludge, or any other plant process recycled waters. [62-601.500(4)]

4. A meter shall be utilized to measure flow and calibrated at least once every 12 months.

5. The sample collection, analytical test methods and method detection limits (MDLs) applicable to this permit shall be conducted using a sufficiently sensitive method to ensure compliance with applicable water quality standards and effluent limitations and shall be in accordance with Rule 62-4.246, Chapters 62-160 and 62-601, F.A.C., and 40 CFR 136, as appropriate. The list of Department established analytical methods, and corresponding MDLs (method detection limits) and PQLs (practical quantitation limits), which is titled "FAC 62-4 MDL/PQL Table (April 26, 2006)" is available at http://www.dep.state.fl.us/labs/library/index.htm. The MDLs and PQLs as described in this list shall constitute the minimum acceptable MDL/PQL values and the Department shall not accept results for which the laboratory's MDLs or PQLs are greater than those described above unless alternate MDLs and/or PQLs have been specifically approved by the Department for this permit. Any method included in the list may be used for reporting as long as it meets the following requirements:

   a. The laboratory's reported MDL and PQL values for the particular method must be equal or less than the corresponding method values specified in the Department's approved MDL and PQL list;
   
   b. The laboratory reported MDL for the specific parameter is less than or equal to the permit limit or the applicable water quality criteria, if any, stated in Chapter 62-302, F.A.C. Parameters that are listed as "report only" in the permit shall use methods that provide an MDL, which is equal to or less than the applicable water quality criteria stated in 62-302, F.A.C.; and
   
   c. If the MDLs for all methods available in the approved list are above the stated permit limit or applicable water quality criteria for that parameter, then the method with the lowest stated MDL shall be used.

   When the analytical results are below method detection or practical quantitation limits, the permittee shall report the actual laboratory MDL and/or PQL values for the analyses that were performed following the instructions on the applicable discharge monitoring report.

   Where necessary, the permittee may request approval of alternate methods or for alternative MDLs or PQLs for any approved analytical method. Approval of alternate laboratory MDLs or PQLs are not necessary if the laboratory reported MDLs and PQLs are less than or equal to the permit limit or the applicable water quality criteria, if any, stated in Chapter 62-302, F.A.C. Approval of an analytical method not included in the above-referenced list is not necessary if the analytical method is approved in accordance with 40 CFR 136 or deemed acceptable by the Department. [62-4.246, 62-160]

6. The permittee shall provide safe access points for obtaining representative influent, reclaimed water, and effluent samples which are required by this permit. [62-601.500(5)]

7. Monitoring requirements under this permit are effective on the first day of the second month following permit issuance. Until such time, the permittee shall continue to monitor and report in accordance with previously effective permit requirements, if any. During the period of operation authorized by this permit, the permittee shall complete and submit to the Department Discharge Monitoring Reports (DMRs) in accordance with the frequencies specified by the REPORT type (i.e. monthly, toxicity, quarterly, semiannual, annual, etc.) indicated on the DMR forms attached to this permit. Monitoring results for each monitoring period shall be submitted in accordance with the associated DMR due dates below. DMRs shall be submitted for each required monitoring period including periods of no discharge.
<table>
<thead>
<tr>
<th>REPORT Type on DMR</th>
<th>Monitoring Period</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly</td>
<td>first day of month - last day of month</td>
<td>28th day of following month</td>
</tr>
<tr>
<td>Quarterly</td>
<td>January 1 - March 31</td>
<td>April 28</td>
</tr>
<tr>
<td></td>
<td>April 1 - June 30</td>
<td>July 28</td>
</tr>
<tr>
<td></td>
<td>July 1 - September 30</td>
<td>October 28</td>
</tr>
<tr>
<td></td>
<td>October 1 - December 31</td>
<td>January 28</td>
</tr>
<tr>
<td>Semiannual</td>
<td>January 1 - June 30</td>
<td>July 28</td>
</tr>
<tr>
<td></td>
<td>July 1 - December 30</td>
<td>January 28</td>
</tr>
<tr>
<td>Annual</td>
<td>January 1 - December 31</td>
<td>January 28</td>
</tr>
</tbody>
</table>

The permittee may submit either paper or electronic DMR forms. If submitting paper DMR forms, the permittee shall make copies of the attached DMR forms, without altering the original format or content unless approved by the Department, and shall submit the completed DMR forms to the Department's Central District Office at the address specified in Permit Condition I.B.8. by the twenty-eighth (28th) of the month following the month of operation.

If submitting electronic DMR forms, the permittee shall use the electronic DMR system(s) approved in writing by the Department and shall electronically submit the completed DMR forms to the Department by the twenty-eighth (28th) of the month following the month of operation. Data submitted in electronic format is equivalent to data submitted on signed and certified paper DMR forms.

[62-620.610(18)],[62-601.300(1),(2), and (3)]

8. Unless specified otherwise in this permit, all reports and other information required by this permit, including 24-hour notifications, shall be submitted to or reported to, as appropriate, the Department's Central District Office at the address specified below:

Florida Department of Environmental Protection Central District Office
3319 Maguire Blvd Suite 232
Orlando, Florida -3767

Phone Number - (407)897-4100
FAX Number - (850)412-0496
(All FAX copies and e-mails shall be followed by original copies.)

[62-620.305]

9. All reports and other information shall be signed in accordance with the requirements of Rule 62-620.305, F.A.C. [62-620.305]

II. BIOSOLIDS MANAGEMENT REQUIREMENTS

A. Basic Requirements

1. Biosolids generated by this facility may be transferred to American Bioclean, Inc. or disposed of in a Class I solid waste landfill. Transferring biosolids to an alternative biosolids treatment facility does not require a permit modification. However, use of an alternative biosolids treatment facility requires submittal of a copy of the agreement pursuant to Rule 62-640.880(1)(c), F.A.C., along with a written notification to the Department at least 30 days before transport of the biosolids. [62-620.320(6), 62-640.880(1)]

2. The permittee shall monitor and keep records of the quantities of biosolids generated, received from source facilities, treated, distributed and marketed, land applied, used as a biofuel or for bioenergy, transferred to another facility, or landfilled. These records shall be kept for a minimum of five years. [62-640.630(4)(a)]

3. Biosolids quantities shall be monitored by the permittee as specified below. Results shall be reported on the permittee's Discharge Monitoring Report, for Monitoring Group RMP-Q, in accordance with Condition I.B.7.
PERMITTEE: Colony Park Utilities
FACILITY: Colony Park Utilities WWTF
PERMIT NUMBER: FLA010377-003
EXPIRATION DATE: February 21, 2017

### Biosolids Limitations

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Units</th>
<th>Max / Min</th>
<th>Limit</th>
<th>Statistical Basis</th>
<th>Frequency of Analysis</th>
<th>Sample Type</th>
<th>Monitoring Site Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Biosolids Quantity (Transferred)</td>
<td>Dry tons</td>
<td>Max</td>
<td>Report</td>
<td>Total Monthly</td>
<td>Monthly</td>
<td>Calculated</td>
<td>RMP-1</td>
</tr>
<tr>
<td>Biosolids Quantity (Landfilled)</td>
<td>Dry tons</td>
<td>Max</td>
<td>Report</td>
<td>Total Monthly</td>
<td>Monthly</td>
<td>Calculated</td>
<td>RMP-1</td>
</tr>
</tbody>
</table>

[62-640.650(5)(a)]

4. Biosolids quantities shall be calculated as listed in Permit Condition II. 3 and as described below:

<table>
<thead>
<tr>
<th>Monitoring Site Number</th>
<th>Description of Monitoring Site Calculation</th>
</tr>
</thead>
<tbody>
<tr>
<td>RMP-1</td>
<td>Calculated (based on volume and estimated %solids)</td>
</tr>
</tbody>
</table>

5. The treatment, management, transportation, use, land application, or disposal of biosolids shall not cause a violation of the odor prohibition in subsection 62-296.320(2), F.A.C. [62-640.400(6)]

6. Storage of biosolids or other solids at this facility shall be in accordance with the Facility Biosolids Storage Plan. [62-640.300(4)]

7. Biosolids shall not be spilled from or tracked off the treatment facility site by the hauling vehicle. [62-640.400(9)]

8. Disposal of biosolids, septage, and “other solids” in a solid waste disposal facility, or disposal by placement on land for purposes other than soil conditioning or fertilization, such as at a monofill, surface impoundment, waste pile, or dedicated site, shall be in accordance with Chapter 62-701, F.A.C. [62-640.100(6)(b) & (c)]

9. The permittee shall not be held responsible for treatment and management violations that occur after its biosolids have been accepted by a permitted biosolids treatment facility with which the source facility has an agreement in accordance with subsection 62-640.880(1)(c), F.A.C., for further treatment, management, or disposal. [62-640.880(1)(b)]

10. The permittee shall keep hauling records to track the transport of biosolids between facilities. The hauling records shall contain the following information:

<table>
<thead>
<tr>
<th>Source Facility</th>
<th>Biosolids Treatment Facility or Treatment Facility</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Date and time shipped</td>
<td>1. Date and time received</td>
</tr>
<tr>
<td>2. Amount of biosolids shipped</td>
<td>2. Amount of biosolids received</td>
</tr>
<tr>
<td>3. Degree of treatment (if applicable)</td>
<td>3. Name and ID number of source facility</td>
</tr>
<tr>
<td>4. Name and ID number of treatment facility</td>
<td>4. Signature of hauler</td>
</tr>
<tr>
<td>5. Signature of responsible party at source facility</td>
<td>5. Signature of responsible party at treatment facility</td>
</tr>
<tr>
<td>6. Signature of hauler and name of hauling firm</td>
<td></td>
</tr>
</tbody>
</table>

A copy of the source facility hauling records for each shipment shall be provided upon delivery of the biosolids to the biosolids treatment facility or treatment facility. The treatment facility permittee shall report to the Department within 24 hours of discovery any discrepancy in the quantity of biosolids leaving the source facility and arriving at the biosolids treatment facility or treatment facility.

[62-640.880(4)]
11. If the permittee intends to accept biosolids from other facilities, a permit revision is required pursuant to paragraph 62-640.880(2)(d), F.A.C. [62-640.880(2)(d)]

III. GROUND WATER REQUIREMENTS

1. Section III is not applicable to this facility.

IV. ADDITIONAL REUSE AND LAND APPLICATION REQUIREMENTS

A. Part IV Rapid Infiltration Basins

1. Advisory signs shall be posted around the site boundaries to designate the nature of the project area. [62-610.518]

2. The maximum annual average loading rate to the three (3) rapid infiltration basins with a total wetted area of approximately 9,800 square feet shall be limited to 5.7 inches per day (as applied to the entire bottom area). [62-610.523(3)]

3. The three (3) rapid infiltration basins with a total wetted area of approximately 9,800 square feet normally shall be loaded for 7 days and shall be rested for 7 days. Infiltration ponds, basins, or trenches shall be allowed to dry during the resting portion of the cycle. [62-610.523(4)]

4. Rapid infiltration basins shall be routinely maintained to control vegetation growth and to maintain percolation capability by scarification or removal of deposited solids. Basin bottoms shall be maintained to be level. [62-610.523(6) and (7)]

5. Routine aquatic weed control and regular maintenance of storage pond embankments and access areas are required. [62-610.514 and 62-610.414]

6. Overflows from emergency discharge facilities on storage ponds or on infiltration ponds, basins, or trenches shall be reported as abnormal events in accordance with Permit Condition IX.20. [62-610.800(9)]

V. OPERATION AND MAINTENANCE REQUIREMENTS

A. Staffing Requirements

1. During the period of operation authorized by this permit, the wastewater facilities shall be operated under the supervision of a(n) operator(s) certified in accordance with Chapter 62-602, F.A.C. In accordance with Chapter 62-699, F.A.C., this facility is a Category III, Class C facility and, at a minimum, operators with appropriate certification must be on the site as follows:

   A Class C or higher operator 1/2 hour/day for 5 days/week and one visit each weekend. The lead/chief operator must be a Class C operator, or higher.

2. An operator meeting the lead/chief operator class for the plant shall be available during all periods of plant operation. "Available" means able to be contacted as needed to initiate the appropriate action in a timely manner. [62-699.311(1)]

B. Capacity Analysis Report and Operation and Maintenance Performance Report Requirements

1. The application to renew this permit shall include an updated capacity analysis report prepared in accordance with Rule 62-600.405, F.A.C. [62-600.405(5)]

2. The application to renew this permit shall include a detailed operation and maintenance performance report prepared in accordance with Rule 62-600.735, F.A.C. [62-600.735(1)]
C. Recordkeeping Requirements

1. The permittee shall maintain the following records and make them available for inspection on the site of the permitted facility.
   a. Records of all compliance monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, including, if applicable, a copy of the laboratory certification showing the certification number of the laboratory, for at least three years from the date the sample or measurement was taken;
   b. Copies of all reports required by the permit for at least three years from the date the report was prepared;
   c. Records of all data, including reports and documents, used to complete the application for the permit for at least three years from the date the application was filed;
   d. Monitoring information, including a copy of the laboratory certification showing the laboratory certification number, related to the biosolids use and disposal activities for the time period set forth in Chapter 62-640, F.A.C., for at least three years from the date of sampling or measurement;
   e. A copy of the current permit;
   f. A copy of the current operation and maintenance manual as required by Chapter 62-600, F.A.C.;
   g. A copy of any required record drawings;
   h. Copies of the licenses of the current certified operators; and
   i. Copies of the logs and schedules showing plant operations and equipment maintenance for three years from the date of the logs or schedules. The logs shall, at a minimum, include identification of the plant; the signature and license number of the operator(s) and the signature of the person(s) making any entries; date and time in and out; specific operation and maintenance activities, including any preventive maintenance or repairs made or requested; results of tests performed and samples taken, unless documented on a laboratory sheet; and notation of any notification or reporting completed in accordance with Rule 62-602.650(3), F.A.C. The logs shall be maintained on-site in a location accessible to 24-hour inspection, protected from weather damage, and current to the last operation and maintenance performed.

VI. SCHEDULES

1. The following improvement actions shall be completed according to the following schedule:

<table>
<thead>
<tr>
<th>Improvement Action</th>
<th>Completion Date</th>
</tr>
</thead>
</table>

2. The permittee is not authorized to discharge to waters of the state after the expiration date of this permit, unless:
   a. The permittee has applied for renewal of this permit at least 180 days before the expiration date of this permit using the appropriate forms listed in Rule 62-620.910, F.A.C., and in the manner established in the Department of Environmental Protection Guide to Permitting Wastewater Facilities or Activities Under Chapter 62-620, F.A.C., including submittal of the appropriate processing fee set forth in Rule 62-4.050, F.A.C.; or
   b. The permittee has made complete the application for renewal of this permit before the permit expiration date.

VII. INDUSTRIAL PRETREATMENT PROGRAM REQUIREMENTS

1. This facility is not required to have a pretreatment program at this time. [62-625.500]

VIII. OTHER SPECIFIC CONDITIONS

1. The permittee shall comply with all conditions and requirements for reuse contained in their consumptive use permit issued by the Water Management District, if such requirements are consistent with Department rules. [62-610.800(10)]

2. In the event that the treatment facilities or equipment no longer function as intended, are no longer safe in terms of public health and safety, or odor, noise, aerosol drift, or lighting adversely affects neighboring developed areas at the levels prohibited by Rule 62-600.400(2)(a), F.A.C., corrective action (which may include additional maintenance or modifications of the permitted facilities) shall be taken by the permittee. Other corrective action may be required to ensure compliance with rules of the Department. Additionally, the treatment, management, use or land application of biosolids shall not cause a violation of the odor prohibition in Rule 62-296.320(2), F.A.C. [62-600.410(8) and 62-640.400(6)]

3. The deliberate introduction of stormwater in any amount into collection/transmission systems designed solely for the introduction (and conveyance) of domestic/industrial wastewater; or the deliberate introduction of stormwater into collection/transmission systems designed for the introduction or conveyance of combinations of storm and domestic/industrial wastewater in amounts which may reduce the efficiency of pollutant removal by the treatment plant is prohibited, except as provided by Rule 62-610.472, F.A.C. [62-604.130(3)]

4. Collection/transmission system overflows shall be reported to the Department in accordance with Permit Condition IX. 20. [62-604.550] [62-620.610(20)]

5. The operating authority of a collection/transmission system and the permittee of a treatment plant are prohibited from accepting connections of wastewater discharges which have not received necessary pretreatment or which contain materials or pollutants (other than normal domestic wastewater constituents):
   a. Which may cause fire or explosion hazards; or
   b. Which may cause excessive corrosion or other deterioration of wastewater facilities due to chemical action or pH levels; or
   c. Which are solid or viscous and obstruct flow or otherwise interfere with wastewater facility operations or treatment; or
   d. Which result in the wastewater temperature at the introduction of the treatment plant exceeding 40°C or otherwise inhibiting treatment; or
   e. Which result in the presence of toxic gases, vapors, or fumes that may cause worker health and safety problems. [62-604.130(5)]

6. The treatment facility, storage ponds for Part II systems, rapid infiltration basins, and/or infiltration trenches shall be enclosed with a fence or otherwise provided with features to discourage the entry of animals and unauthorized persons. [62-610.518(1) and 62-600.400(2)(b)]

7. Screenings and grit removed from the wastewater facilities shall be collected in suitable containers and hauled to a Department approved Class I landfill or to a landfill approved by the Department for receipt/disposal of screenings and grit. [62-701.300(1)(a)]

8. Where required by Chapter 471 or Chapter 492, F.S., applicable portions of reports that must be submitted under this permit shall be signed and sealed by a professional engineer or a professional geologist, as appropriate. [62-620.310(4)]
PERMITTEE: Colony Park Utilities
FACILITY: Colony Park Utilities WWTF

PERMIT NUMBER: FLA010377-003
EXPIRATION DATE: February 21, 2017

9. The permittee shall provide verbal notice to the Department's Central District Office as soon as practical after discovery of a sinkhole or other karst feature within an area for the management or application of wastewater, wastewater biosolids (sludges), or reclaimed water. The permittee shall immediately implement measures appropriate to control the entry of contaminants, and shall detail these measures to the Department's Central District Office in a written report within 7 days of the sinkhole discovery. [62-620.320(6)]

10. The permittee shall provide adequate notice to the Department of the following:

a. Any new introduction of pollutants into the facility from an industrial discharger which would be subject to Chapter 403, F.S., and the requirements of Chapter 62-620, F.A.C., if it were directly discharging those pollutants; and

b. Any substantial change in the volume or character of pollutants being introduced into that facility by a source which was identified in the permit application and known to be discharging at the time the permit was issued.

Adequate notice shall include information on the quality and quantity of effluent introduced into the facility and any anticipated impact of the change on the quantity or quality of effluent or reclaimed water to be discharged from the facility.

[62-620.625(2)]

IX. GENERAL CONDITIONS

1. The terms, conditions, requirements, limitations, and restrictions set forth in this permit are binding and enforceable pursuant to Chapter 403, Florida Statutes. Any permit noncompliance constitutes a violation of Chapter 403, Florida Statutes, and is grounds for enforcement action, permit termination, permit revocation and reissuance, or permit revision. [62-620.610(1)]

2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviations from the approved drawings, exhibits, specifications, or conditions of this permit constitute grounds for revocation and enforcement action by the Department. [62-620.610(2)]

3. As provided in subsection 403.087(7), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor authorize any infringement of federal, state, or local laws or regulations. This permit is not a waiver of or approval of any other Department permit or authorization that may be required for other aspects of the total project which are not addressed in this permit. [62-620.610(3)]

4. This permit conveys no title to land or water, does not constitute state recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title. [62-620.610(4)]

5. This permit does not relieve the permittee from liability and penalties for harm or injury to human health or welfare, animal or plant life, or property caused by the construction or operation of this permitted source; nor does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department. The permittee shall take all reasonable steps to minimize or prevent any discharge, reuse of reclaimed water, or biosolids use or disposal in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit. [62-620.610(5)]

6. If the permittee wishes to continue an activity regulated by this permit after its expiration date, the permittee shall apply for and obtain a new permit. [62-620.610(6)]
7. The permittee shall at all times properly operate and maintain the facility and systems of treatment and control, and related appurtenances, that are installed and used by the permittee to achieve compliance with the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to maintain or achieve compliance with the conditions of the permit. [62-620.610(7)]

8. This permit may be modified, revoked and reissued, or terminated for cause. The filing of a request by the permittee for a permit revision, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition. [62-620.610(8)]

9. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, including an authorized representative of the Department and authorized EPA personnel, when applicable, upon presentation of credentials or other documents as may be required by law, and at reasonable times, depending upon the nature of the concern being investigated, to:
   a. Enter upon the permittee's premises where a regulated facility, system, or activity is located or conducted, or where records shall be kept under the conditions of this permit;
   b. Have access to and copy any records that shall be kept under the conditions of this permit;
   c. Inspect the facilities, equipment, practices, or operations regulated or required under this permit; and
   d. Sample or monitor any substances or parameters at any location necessary to assure compliance with this permit or Department rules. [62-620.610(9)]

10. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data, and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except as such use is proscribed by Section 403.111, F.S., or Rule 62-620.302, F.A.C. Such evidence shall only be used to the extent that it is consistent with the Florida Rules of Civil Procedure and applicable evidentiary rules. [62-620.610(10)]

11. When requested by the Department, the permittee shall within a reasonable time provide any information required by law which is needed to determine whether there is cause for revising, revoking and reissuing, or terminating this permit, or to determine compliance with the permit. The permittee shall also provide to the Department upon request copies of records required by this permit to be kept. If the permittee becomes aware of relevant facts that were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be promptly submitted or corrections promptly reported to the Department. [62-620.610(11)]

12. Unless specifically stated otherwise in Department rules, the permittee, in accepting this permit, agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided, however, the permittee does not waive any other rights granted by Florida Statutes or Department rules. A reasonable time for compliance with a new or amended surface water quality standard, other than those standards addressed in Rule 62-302.500, F.A.C., shall include a reasonable time to obtain or be denied a mixing zone for the new or amended standard. [62-620.610(12)]

13. The permittee, in accepting this permit, agrees to pay the applicable regulatory program and surveillance fee in accordance with Rule 62-4.052, F.A.C. [62-620.610(13)]

14. This permit is transferable only upon Department approval in accordance with Rule 62-620.340, F.A.C. The permittee shall be liable for any noncompliance of the permitted activity until the transfer is approved by the Department. [62-620.610(14)]

15. The permittee shall give the Department written notice at least 60 days before inactivation or abandonment of a wastewater facility or activity and shall specify what steps will be taken to safeguard public health and safety during and following inactivation or abandonment. [62-620.610(15)]
16. The permittee shall apply for a revision to the Department permit in accordance with Rules 62-620.300, F.A.C., and the Department of Environmental Protection Guide to Permitting Wastewater Facilities or Activities Under Chapter 62-620, F.A.C., at least 90 days before construction of any planned substantial modifications to the permitted facility is to commence or with Rule 62-620.325(2), F.A.C., for minor modifications to the permitted facility. A revised permit shall be obtained before construction begins except as provided in Rule 62-620.300, F.A.C. [62-620.610(16)]

17. The permittee shall give advance notice to the Department of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements. The permittee shall be responsible for any and all damages which may result from the changes and may be subject to enforcement action by the Department for penalties or revocation of this permit. The notice shall include the following information:
   a. A description of the anticipated noncompliance;
   b. The period of the anticipated noncompliance, including dates and times; and
   c. Steps being taken to prevent future occurrence of the noncompliance.
   [62-620.610(17)]

   a. Monitoring results shall be reported at the intervals specified elsewhere in this permit and shall be reported on a Discharge Monitoring Report (DMR), DEP Form 62-620.910(10), or as specified elsewhere in the permit.
   b. If the permittee monitors any contaminant more frequently than required by the permit, using Department approved test procedures, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the DMR.
   c. Calculations for all limitations which require averaging of measurements shall use an arithmetic mean unless otherwise specified in this permit.
   d. Except as specifically provided in Rule 62-160.300, F.A.C., any laboratory test required by this permit shall be performed by a laboratory that has been certified by the Department of Health Environmental Laboratory Certification Program (DOH ELCP). Such certification shall be for the matrix, test method and analyte(s) being measured to comply with this permit. For domestic wastewater facilities, testing for parameters listed in Rule 62-160.300(4), F.A.C., shall be conducted under the direction of a certified operator.
   e. Field activities including on-site tests and sample collection shall follow the applicable standard operating procedures described in DEP-SOP-001101 adopted by reference in Chapter 62-160, F.A.C.
   f. Alternate field procedures and laboratory methods may be used where they have been approved in accordance with Rules 62-160.220, and 62-160.330, F.A.C.
   [62-620.610(18)]

19. Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule detailed elsewhere in this permit shall be submitted no later than 14 days following each schedule date. [62-620.610(19)]

20. The permittee shall report to the Department's Central District Office any noncompliance which may endanger health or the environment. Any information shall be provided orally within 24 hours from the time the permittee becomes aware of the circumstances. A written submission shall also be provided within five days of the time the permittee becomes aware of the circumstances. The written submission shall contain: a description of the noncompliance and its cause; the period of noncompliance including exact dates and time, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.
a. The following shall be included as information which must be reported within 24 hours under this condition:
   (1) Any unanticipated bypass which causes any reclaimed water or effluent to exceed any permit limitation or results in an unpermitted discharge,
   (2) Any upset which causes any reclaimed water or the effluent to exceed any limitation in the permit,
   (3) Violation of a maximum daily discharge limitation for any of the pollutants specifically listed in the permit for such notice, and
   (4) Any unauthorized discharge to surface or ground waters.

b. Oral reports as required by this subsection shall be provided as follows:
   (1) For unauthorized releases or spills of treated or untreated wastewater reported pursuant to subparagraph (a)4. that are in excess of 1,000 gallons per incident, or where information indicates that public health or the environment will be endangered, oral reports shall be provided to the STATE WARNING POINT TOLL FREE NUMBER (800) 320-0519, as soon as practical, but no later than 24 hours from the time the permittee becomes aware of the discharge. The permittee, to the extent known, shall provide the following information to the State Warning Point:
      (a) Name, address, and telephone number of person reporting;
      (b) Name, address, and telephone number of permittee or responsible person for the discharge;
      (c) Date and time of the discharge and status of discharge (ongoing or ceased);
      (d) Characteristics of the wastewater spilled or released (untreated or treated, industrial or domestic wastewater);
      (e) Estimated amount of the discharge;
      (f) Location or address of the discharge;
      (g) Source and cause of the discharge;
      (h) Whether the discharge was contained on-site, and cleanup actions taken to date;
      (i) Description of area affected by the discharge, including name of water body affected, if any; and
      (j) Other persons or agencies contacted.
   (2) Oral reports, not otherwise required to be provided pursuant to subparagraph b.1 above, shall be provided to the Department's Central District Office within 24 hours from the time the permittee becomes aware of the circumstances.

c. If the oral report has been received within 24 hours, the noncompliance has been corrected, and the noncompliance did not endanger health or the environment, the Department's Central District Office shall waive the written report.

21. The permittee shall report all instances of noncompliance not reported under Permit Conditions IX.17., IX.18., or IX.19. of this permit at the time monitoring reports are submitted. This report shall contain the same information required by Permit Condition IX.20. of this permit. [62-620.610(21)]

   a. "Bypass" means the intentional diversion of waste streams from any portion of a treatment works.
   b. Bypass is prohibited, and the Department may take enforcement action against a permittee for bypass, unless the permittee affirmatively demonstrates that:
      (1) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage; and
      (2) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
      (3) The permittee submitted notices as required under Permit Condition IX.22.c. of this permit.
c. If the permittee knows in advance of the need for a bypass, it shall submit prior notice to the Department, if possible at least 10 days before the date of the bypass. The permittee shall submit notice of an unanticipated bypass within 24 hours of learning about the bypass as required in Permit Condition IX.20. of this permit. A notice shall include a description of the bypass and its cause; the period of the bypass, including exact dates and times; if the bypass has not been corrected, the anticipated time it is expected to continue; and the steps taken or planned to reduce, eliminate, and prevent recurrence of the bypass.

d. The Department shall approve an anticipated bypass, after considering its adverse effect, if the permittee demonstrates that it will meet the three conditions listed in Permit Condition IX.22.b. through d. of this permit.

e. A permittee may allow any bypass to occur which does not cause reclaimed water or effluent limitations to be exceeded if it is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of Permit Condition IX.22.b. through d. of this permit.

[62-620.610(22)]


a. "Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with technology-based effluent limitations because of factors beyond the reasonable control of the permittee.
   (1) An upset does not include noncompliance caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, careless or improper operation.
   (2) An upset constitutes an affirmative defense to an action brought for noncompliance with technology based permit effluent limitations if the requirements of upset provisions of Rule 62-620.610, F.A.C., are met.

b. A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed contemporaneous operating logs, or other relevant evidence that:
   (1) An upset occurred and that the permittee can identify the cause(s) of the upset;
   (2) The permitted facility was at the time being properly operated;
   (3) The permittee submitted notice of the upset as required in Permit Condition IX.20. of this permit; and
   (4) The permittee complied with any remedial measures required under Permit Condition IX.5. of this permit.

c. In any enforcement proceeding, the burden of proof for establishing the occurrence of an upset rests with the permittee.

d. Before an enforcement proceeding is instituted, no representation made during the Department review of a claim that noncompliance was caused by an upset is final agency action subject to judicial review.

[62-620.610(23)]

Executed in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

Dennise Judy
Program Manager
Domestic Waste

Date: February 22, 2012

Attachment(s):
Discharge Monitoring Report
When completed mail this report to: Department of Environmental Protection, 3319 Maguire Blvd, Suite 232, Orlando, FL 32803-3757

**PERMITTE NAME:** Colony Park Utilities  
**MAILING ADDRESS:** 6786 Mangrove Drive  
Merrit Island, FL 32953

**FACILITY:** Colony Park Utilities WWTF  
**LOCATION:** 6710 Orleans Court  
Merrit Island, FL 32953

**COUNTY:** Brevard  
**OFFICE:** Central District

**PERMIT NUMBER:** FLAO10377-003-DW3P  
**Expiration Date:** February 21, 2017  
**REPORT FREQUENCY:** Monthly  
**PROGRAM:** Domestic

### Parameter

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Quantity or Loading</th>
<th>Units</th>
<th>Quality or Concentration</th>
<th>Units</th>
<th>No. Per.</th>
<th>Frequency of Analysis</th>
<th>Sample Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flow (To RIBs)</td>
<td>Sample Measurement</td>
<td>Permit Requirement</td>
<td>0.070 (An.Avg.)</td>
<td>MGD</td>
<td>5 Days/Week</td>
<td>Meter</td>
<td></td>
</tr>
<tr>
<td>BOD, Carbonaceous 5 day, 20C</td>
<td>Sample Measurement</td>
<td>Permit Requirement</td>
<td>20.0 (An.Avg.)</td>
<td>mg/L</td>
<td>Monthly</td>
<td>Grab</td>
<td></td>
</tr>
<tr>
<td>Solids, Total Suspended</td>
<td>Sample Measurement</td>
<td>Report (Wk.Avg.)</td>
<td>60.0</td>
<td>mg/L</td>
<td>Monthly</td>
<td>Grab</td>
<td></td>
</tr>
<tr>
<td>BOD, Carbonaceous 5 day, 20C</td>
<td>Sample Measurement</td>
<td>Permit Requirement</td>
<td>20.0 (An.Avg.)</td>
<td>mg/L</td>
<td>Monthly</td>
<td>Grab</td>
<td></td>
</tr>
<tr>
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<td>Sample Measurement</td>
<td>Permit Requirement</td>
<td>20.0 (An.Avg.)</td>
<td>mg/L</td>
<td>Monthly</td>
<td>Grab</td>
<td></td>
</tr>
</tbody>
</table>

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

**NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT**  
**SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT**  
**TELEPHONE NO**  
**DATE (mm/dd/yyyy)**

**COMMENT AND EXPLANATION OF ANY VIOLATIONS** (Reference all attachments here):

---

**ISSUANCE/REISSUANCE DATE:** February 23, 2012  
**DEP Form 62-620.910(10), Effective Nov. 29, 1994**
<table>
<thead>
<tr>
<th>Parameter</th>
<th>Quantity or Loading</th>
<th>Units</th>
<th>Quality or Concentration</th>
<th>Units</th>
<th>No. Ex.</th>
<th>Frequency of Analysis</th>
<th>Sample Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Solids, Total Suspended</td>
<td>Sample Measurement</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PARM Code 00530 A Permit</td>
<td>Requirement</td>
<td>60.0</td>
<td>Sample Measurement</td>
<td></td>
<td></td>
<td>Monthly Grab</td>
<td></td>
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<td>Mon. Site No. EPA-1</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Coliform, Fecal</td>
<td>Sample Measurement</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>PARM Code 74055 Y Permit</td>
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<td>200</td>
<td>Sample Measurement</td>
<td></td>
<td></td>
<td>Monthly Grab</td>
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</tr>
<tr>
<td>Mon. Site No. EPA-1</td>
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<td></td>
<td></td>
<td></td>
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<tr>
<td>pH</td>
<td>Sample Measurement</td>
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<td></td>
<td>8.5</td>
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<td>PARM Code 00400 A Permit</td>
<td>Requirement</td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>Mon. Site No. EPA-1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chlorine, Total Residual (For Disinfection)</td>
<td>Sample Measurement</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PARM Code 50060 A Permit</td>
<td>Requirement</td>
<td>0.5</td>
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<td></td>
<td></td>
<td>5 Days/Week Grab</td>
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</tr>
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<td>Mon. Site No. EPA-1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flow (Total Flow through plant)</td>
<td>Sample Measurement</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td>Requirement</td>
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<td></td>
<td></td>
<td></td>
<td>5 Days/Week Meter</td>
<td></td>
</tr>
<tr>
<td>Mon. Site No. FLW-1</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Percent Capacity, (TMADF/ Permitted Capacity) x 100</td>
<td>Sample Measurement</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>PARM Code 00180 P Permit</td>
<td>Requirement</td>
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<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Mon. Site No. CAL-1</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
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**ISSUANCE/REISSUANCE DATE:** February 23, 2012
<table>
<thead>
<tr>
<th>Parameter</th>
<th>Quantity or Loading</th>
<th>Units</th>
<th>Quality of Concentration</th>
<th>Units</th>
<th>No. Ex.</th>
<th>Frequency of Analysis</th>
<th>Sample Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nitrogen, Nitrate, Total (as N)</td>
<td>Sample Measurement</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PARAM Code 00620 A</td>
<td>Permit Requirement</td>
<td></td>
<td>12.0 (Max.)</td>
<td>mg/L</td>
<td>Annually</td>
<td>Grab</td>
<td></td>
</tr>
<tr>
<td>COD, Carbonaceous 5 day, 20C (Influent)</td>
<td>Sample Measurement</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>PARAM Code 80082 G</td>
<td>Permit Requirement</td>
<td></td>
<td>Report (Max.)</td>
<td>mg/L</td>
<td>Annually</td>
<td>Grab</td>
<td></td>
</tr>
<tr>
<td>Solids, Total Suspended (Influent)</td>
<td>Sample Measurement</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PARAM Code 00530 G</td>
<td>Permit Requirement</td>
<td></td>
<td>Report (Max.)</td>
<td>mg/L</td>
<td>Annually</td>
<td>Grab</td>
<td></td>
</tr>
</tbody>
</table>

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT: 
SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT: 
TELEPHONE NO: 
DATE (mm/dd/yyyy):

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

ISSUANCE/REISSUANCE DATE: February 23, 2012

DEP Form 62-628.910(10), Effective Nov. 29, 1994
### Daily Sample Results - Part B

**Permit Number:** FLA010377-003-DW3P  
**Facility:** Colony Park Utilities WWTF

**Monitoring Period:**
- From: ____________  
- To: ____________

<table>
<thead>
<tr>
<th>Code</th>
<th>Mon. Site</th>
<th>BOD, Carbonaceous 5 day, 20°C mg/L</th>
<th>Chlorine, Total Residual (For Disinfection) mg/L</th>
<th>Coliform, Fecal #/100mL</th>
<th>Solids, Total Suspended mg/L</th>
<th>pH s.u.</th>
<th>Flow (Total flow through plant) MGD</th>
</tr>
</thead>
<tbody>
<tr>
<td>80082</td>
<td>EFA-1</td>
<td>50060</td>
<td>74055</td>
<td>00530</td>
<td>00400</td>
<td>50050</td>
<td></td>
</tr>
</tbody>
</table>

**Total**

| Mo. Avg. |  |
|----------|  |

**Plants Staffing:**
- **Day Shift Operator:**
  - Class: ________  
  - Certificate No: ________  
  - Name: ___________________

- **Evening Shift Operator:**
  - Class: ________  
  - Certificate No: ________  
  - Name: ___________________

- **Night Shift Operator:**
  - Class: ________  
  - Certificate No: ________  
  - Name: ___________________

- **Lead Operator:**
  - Class: ________  
  - Certificate No: ________  
  - Name: ___________________

**ISSUANCE/REISSUANCE DATE:** February 23, 2012

DEP Form 62-620.910(10), Effective Nov. 29, 1994
INSTRUCTIONS FOR COMPLETING THE WASTEWATER DISCHARGE MONITORING REPORT

Read these instructions before completing the DMR. Hard copies and/or electronic copies of the required parts of the DMR were provided with the permit. All required information shall be completed in full and typed or printed in ink. A signed, original DMR shall be mailed to the address printed on the DMR by the 28th of the month following the monitoring period. The DMR shall not be submitted before the end of the monitoring period.

The DMR consists of three parts--A, B, and D--of which may or may not be applicable to every facility. Facilities may have one or more Part A's for reporting effluent or reclaimed water data. All domestic wastewater facilities will have a Part B for reporting daily sample results. Part D is used for reporting ground water monitoring well data.

When results are not available, the following codes should be used on parts A and D of the DMR and an explanation provided where appropriate. Note: Codes used on Part B for raw data are different.

<table>
<thead>
<tr>
<th>CODE</th>
<th>DESCRIPTION/INSTRUCTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANC</td>
<td>Analysis not conducted.</td>
</tr>
<tr>
<td>DRY</td>
<td>Dry Well</td>
</tr>
<tr>
<td>FLD</td>
<td>Flood disaster</td>
</tr>
<tr>
<td>IPS</td>
<td>Insufficient flow for sampling.</td>
</tr>
<tr>
<td>LS</td>
<td>Lost sample</td>
</tr>
<tr>
<td>MNR</td>
<td>Monitoring not required this period.</td>
</tr>
</tbody>
</table>

When reporting analytical results that fall below a laboratory's reported method detection limits or practical quantification limits, the following instructions should be used:

1. Results greater than or equal to the PQL and less than the MDL shall be reported as the measured quantity. These values shall be deemed equal to the MDL when necessary to calculate an average for that parameter and when determining compliance with permit limits. When results are not available, the following codes should be used on parts A and D of the DMR and an explanation provided where appropriate. Note: Codes used on Part B for raw data are different.

<table>
<thead>
<tr>
<th>CODE</th>
<th>DESCRIPTION/INSTRUCTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>NOD</td>
<td>No discharge from/to site.</td>
</tr>
<tr>
<td>GPS</td>
<td>Operations were shutdown so no sample could be taken.</td>
</tr>
<tr>
<td>OTH</td>
<td>Other. Please enter an explanation of why monitoring data were not available.</td>
</tr>
<tr>
<td>SF</td>
<td>Sampling equipment failure.</td>
</tr>
</tbody>
</table>

Results greater than or equal to the MDL shall be reported by entering a less than sign ("<") followed by the laboratory's MDL value, e.g., < 0.001.

When reporting analytical results that fall below a laboratory's reported method detection limits or practical quantification limits, the following instructions should be used:

<table>
<thead>
<tr>
<th>CODE</th>
<th>DESCRIPTION/INSTRUCTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>FAL</td>
<td>Flooded area</td>
</tr>
<tr>
<td>NOD</td>
<td>No discharge from/to site.</td>
</tr>
<tr>
<td>GPS</td>
<td>Operations were shutdown so no sample could be taken.</td>
</tr>
<tr>
<td>OTH</td>
<td>Other. Please enter an explanation of why monitoring data were not available.</td>
</tr>
<tr>
<td>SF</td>
<td>Sampling equipment failure.</td>
</tr>
</tbody>
</table>

When results are not available, the following codes should be used on parts A and D of the DMR and an explanation provided where appropriate. Note: Codes used on Part B for raw data are different.

<table>
<thead>
<tr>
<th>CODE</th>
<th>DESCRIPTION/INSTRUCTIONS</th>
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<tbody>
<tr>
<td>FAL</td>
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</tr>
<tr>
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</tr>
<tr>
<td>OTH</td>
<td>Other. Please enter an explanation of why monitoring data were not available.</td>
</tr>
<tr>
<td>SF</td>
<td>Sampling equipment failure.</td>
</tr>
</tbody>
</table>

Results greater than or equal to the MDL shall be reported as the laboratory's MDL value. These values shall be deemed equal to the MDL when necessary to calculate an average for that parameter and when determining compliance with permit limits. When results are not available, the following codes should be used on parts A and D of the DMR and an explanation provided where appropriate. Note: Codes used on Part B for raw data are different.

<table>
<thead>
<tr>
<th>CODE</th>
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<tbody>
<tr>
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<td>Sampling equipment failure.</td>
</tr>
</tbody>
</table>

Results greater than or equal to the MDL shall be reported as the laboratory's MDL value. These values shall be deemed equal to the MDL when necessary to calculate an average for that parameter and when determining compliance with permit limits. When results are not available, the following codes should be used on parts A and D of the DMR and an explanation provided where appropriate. Note: Codes used on Part B for raw data are different.

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<thead>
<tr>
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<tbody>
<tr>
<td>FAL</td>
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<tr>
<td>OTH</td>
<td>Other. Please enter an explanation of why monitoring data were not available.</td>
</tr>
<tr>
<td>SF</td>
<td>Sampling equipment failure.</td>
</tr>
</tbody>
</table>

Results greater than or equal to the MDL shall be reported as the measured quantity. These values shall be deemed equal to the MDL when necessary to calculate an average for that parameter and when determining compliance with permit limits.

PART A - DISCHARGE MONITORING REPORT (DMR)

Part A of the DMR is comprised of one or more sections, each having its own header information. Facility information is preprinted in the header as well as the monitoring group number, whether the limits and monitoring requirements are interim or final, and the required submittal frequency (e.g. monthly, annually, quarterly, etc.). Submit Part A based on the required reporting frequency in the header and the instructions shown in the permit. The following should be completed by the permittee or authorized representative.

Resubmitted DMR: Check this box if this DMR is being re-submitted because there was information missing from or information that needed correction on a previously submitted DMR.

No Discharge From Site: Check this box if no discharge occurs and, as a result, there are no data or codes to be entered for all of the parameters on the DMR for the entire monitoring group number; however, if the monitoring group includes other monitoring locations (e.g., influent sampling), the "NOD" code should be used to individually denote those parameters for which there was no discharge.

Monitoring Period: Enter the month, day, and year for the first and last day of the monitoring period (i.e., the month, the quarter, the year, etc.) during which the data on this report were collected and analyzed.

Sample Measurement: Before filling in sample measurements in the table, check to see that the data collected correspond to the limit indicated on the DMR (i.e., interim or final) and that the data correspond to the monitoring group number in the header. Enter the data or calculated results for each parameter on this row in the non-shaded area above the limit. Be sure the result being entered corresponds to the appropriate statistical base code (e.g. annual average, monthly average, single sample maximum, etc.) and units.

No. Ex.: Enter the number of sample measurements during the monitoring period that exceeded the permit limit for each parameter in the non-shaded area. If none, enter zero.

Frequency of Analysis: The shaded areas in this column contain the minimum number of times the measurement is required to be made according to the permit. Enter the actual number of times the measurement was made in the space above the shaded area.

Sample Type: The shaded areas in this column contain the type of sample (e.g., grab, composite, continuous) required by the permit. Enter the actual sample type that was taken in the space above the shaded area.

Signature: This report must be signed in accordance with Rule 62-620.305, F.A.C. Type or print the name and title of the signing official. Include the telephone number where the official may be reached in the event there are questions concerning this report. Enter the date when the report is signed.

Comment and Explanation of Any Violations: Use this area to explain any exceedances, any upset or by-pass events, or other items which require explanation. If more space is needed, reference all attachments in this area.
**PART B - DAILY SAMPLE RESULTS**

Monitoring Period: Enter the month, day, and year for the first and last day of the monitoring period (i.e. the month, the quarter, the year, etc.) during which the data on this report were collected and analyzed.

Daily Monitoring Results: Transfer all analytical data from your facility's laboratory or a contract laboratory's data sheets for all day(s) that samples were collected. Record the data in the area indicated. Table I in Chapter 62-160, F.A.C., contains a complete list of all the data qualifier codes that your laboratory may use when reporting analytical results. However, when transferring numerical results onto Part B of the DMR, only the following data qualifier codes should be used and an explanation provided where appropriate.

<table>
<thead>
<tr>
<th>CODE</th>
<th>DESCRIPTION/INSTRUCTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>No value is reported.</td>
</tr>
<tr>
<td>1</td>
<td>Value reported is the mean (average) of two or more determinations.</td>
</tr>
<tr>
<td>2</td>
<td>Estimated value, value not accurate.</td>
</tr>
<tr>
<td>3</td>
<td>Sample held beyond the actual holding time.</td>
</tr>
<tr>
<td>4</td>
<td>Laboratory analysis was from an unpreserved or improperly preserved sample.</td>
</tr>
</tbody>
</table>

To calculate the monthly average, add each reported value to get a total. For flow, divide this total by the number of days in the month. For all other parameters, divide the total by the number of observations.

**Plant Staffing:** List the name, certificate number, and class of all state certified operators operating the facility during the monitoring period. Use additional sheets as necessary.

**PART D - GROUND WATER MONITORING REPORT**

Monitoring Period: Enter the month, day, and year for the first and last day of the monitoring period (i.e. the month, the quarter, the year, etc.) during which the data on this report were collected and analyzed.

Date Sample Obtained: Enter the date the sample was taken. Also, check whether or not the well was purged before sampling.

Time Sample Obtained: Enter the time the sample was taken.

Sample Measurement: Record the results of the analysis. If the result was below the minimum detection limit, indicate that.

Detection Limits: Record the detection limits of the analytical methods used.

Analysis Method: Indicate the analytical method used. Record the method number from Chapter 62-160 or Chapter 62-601, F.A.C., or from other sources.

Sampling Equipment Used: Indicate the procedure used to collect the sample (e.g. airlift, bucket/bailer, centrifugal pump, etc.) Samples Filtered: Indicate whether the sample obtained was filtered by laboratory (L), filtered in field (F), or unfiltered (N).

Sample Collection: Enter the measured average flow rate during the period of discharge or divide gallons discharged by duration of discharge (converted into days). Record in million gallons per day (MGD).

Actual Stream Dilution Ratio: To calculate the Actual Stream Dilution Ratio, divide the average upstream flow rate by the average discharge flow rate. Enter the Actual Stream Dilution Ratio accurate to the nearest 0.1.

**SPECIAL INSTRUCTIONS FOR LIMITED WET WEATHER DISCHARGES**

Flow (Limited Wet Weather Discharge): Enter the measured average flow rate during the period of discharge or divide gallons discharged by duration of discharge (converted into days). Record in million gallons per day (MGD).

Flow (Upstream): Enter the average flow rate in the receiving stream upstream from the point of discharge for the period of discharge. The average flow rate can be calculated based on two measurements: one made at the start and one made at the end of the discharge period. Measurements are to be made at the upstream gauging station described in the permit.

Actual Stream Dilution Ratio To calculate the actual stream dilution ratio, divide the average upstream flow rate by the average discharge flow rate. Enter the actual stream dilution ratio accurate to the nearest 0.1.

No. of Days the SDF > Stream Dilution Ratio: For each day of discharge, compare the minimum stream dilution factor (SDF) from the permit to the calculated stream dilution ratio. On Part B of the DMR, only the following data shall be recorded in colume one: Also, indicate if the SDF is greater than the stream dilution ratio on any day of discharge. On Part A of the DMR, add up the days with an asterisk (*) if the SDF is greater than the stream dilution ratio. Enter the total number of days the stream dilution factor was greater than the stream dilution ratio.

CBOD: Enter the average CBOD of the reclaimed water discharged during the period shown in duration of discharge.

TKN: Enter the average TKN of the reclaimed water discharged during the period shown in duration of discharge.

Reason for Discharge: Attach to the DMR a brief explanation of the factors contributing to the need to activate the limited wet weather discharge.
When completed mail this report to: Department of Environmental Protection, 3319 Maguire Blvd, Suite 232, Orlando, FL 32803-3767

PERMITTEE NAME: Colony Park Utilities
MAILING ADDRESS: 6766 Mangrove Drive
Merritt Island, FL 32953

FACILITY: Colony Park Utilities WWTF
LOCATION: 6710 Orleans Court
Merritt Island, FL 32953

COUNTY: Brevard
OFFICE: Central District

PERMIT NUMBER: FLA010377-003-DW3P
LIMIT: Final
CLASS SIZE: N/A
MONITORING GROUP NUMBER: RMP-Q
MONITORING GROUP DESCRIPTION: Biosolids Quantity
RE-SUBMITTED DMR: No
NO DISCHARGE FROM SITE: No
MONITORING PERIOD: From: Unlt Quality or Concentration Units No. Ex. Frequency of Analysis Sample Type

Parameter | Quantity or Loading | Units | Quality or Concentration | Units | No. Ex. | Frequency of | Analysis | Sample Type
---|---|---|---|---|---|---|---|---
Biosolids Quantity (Transferred) | Sample Measurement | Report (Mo. Total) | dry tons | | Monthly | Calculated
PARM Code B0007 + Mon. Site No. RMP-1 | Permit Requirement | Report (Mo. Total) | dry tons | | Monthly | Calculated
Biosolids Quantity (Landfilled) | Sample Measurement | Report (Mo. Total) | dry tons | | Monthly | Calculated
PARM Code B0008 + Mon. Site No. RMP-1 | Permit Requirement | Report (Mo. Total) | dry tons | | Monthly | Calculated

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT | SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT | TELEPHONE NO | DATE (mm/dd/yyyy)
---|---|---|---

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

ISSUANCE/REISSUANCE DATE: February 23, 2012

DEP Form 62-620.910(10), Effective Nov. 29, 1994
STATEMENT OF BASIS
FOR
STATE OF FLORIDA DOMESTIC WASTEWATER FACILITY PERMIT

PERMIT NUMBER: FLA010377-003

FACILITY NAME: Colony Park Utilities WWTF

FACILITY LOCATION: 6710 Orleans Court, Merritt Island, FL 32953
Brevard County

NAME OF PERMITTEE: Colony Park Utilities

PERMIT WRITER: Sherry Cook

1. SUMMARY OF APPLICATION

a. Chronology of Application

   Application Number: FLA010377-003-DW3P
   Application Submittal Date: October 21, 2011

b. Type of Facility

   Domestic Wastewater Treatment Plant
   Ownership Type: Private
   SIC Code: 4952

c. Facility Capacity

   Existing Permitted Capacity: 0.070 mgd Annual Average Daily Flow
   Proposed Increase in Permitted Capacity: 0 mgd Annual Average Daily Flow
   Proposed Total Permitted Capacity: 0.070 mgd Annual Average Daily Flow

d. Description of Wastewater Treatment

   An existing 0.070 million gallon per day (MGD) annual average daily flow (AADF) permitted capacity extended aeration domestic wastewater treatment plant consisting of aeration, secondary clarification, chlorination, and aerobic digestion of biosolids.

e. Description of Effluent Disposal and Land Application Sites (as reported by applicant)

   See attached map(s) for effluent disposal and land application site(s).

2. SUMMARY OF SURFACE WATER DISCHARGE

   This facility does not discharge to surface waters.

3. BASIS FOR PERMIT LIMITATIONS AND MONITORING REQUIREMENTS

   This facility is authorized to direct reclaimed water to Reuse System R-001, a rapid infiltration basin system, based on the following:
<table>
<thead>
<tr>
<th>Parameter</th>
<th>Units</th>
<th>Max/Min Limit</th>
<th>Statistical Basis</th>
<th>Rationale</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Flow (To RIBs)</strong></td>
<td>MGD</td>
<td>Max 0.070</td>
<td>Annual Average</td>
<td>62-600.400(3)(b) &amp; 6-610.810(5) FAC</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Max Report</td>
<td>Monthly Average</td>
<td>62-600.400(3)(b) &amp; 6-610.810(5) FAC</td>
</tr>
<tr>
<td><strong>BOD, Carbonaceous 5 day, 20°C</strong></td>
<td>mg/L</td>
<td>Max 20.0</td>
<td>Annual Average</td>
<td>62-610.510 &amp; 6-600.740(1)(b) FAC</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Max 30.0</td>
<td>Monthly Average</td>
<td>62-600.740(b) b. FAC</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Max 45.0</td>
<td>Weekly Average</td>
<td>62-600.740(b) c. FAC</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Max 60.0</td>
<td>Single Sample</td>
<td>62-600.740(b) d. FAC</td>
</tr>
<tr>
<td><strong>Solids, Total Suspended</strong></td>
<td>mg/L</td>
<td>Max 20.0</td>
<td>Annual Average</td>
<td>62-610.510 &amp; 6-600.740(1)(b) FAC</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Max 30.0</td>
<td>Monthly Average</td>
<td>62-600.740(b) b. FAC</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Max 45.0</td>
<td>Weekly Average</td>
<td>62-600.740(b) c. FAC</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Max 60.0</td>
<td>Single Sample</td>
<td>62-600.740(b) d. FAC</td>
</tr>
<tr>
<td><strong>Coliform, Fecal</strong></td>
<td>#/100mL</td>
<td>Max 200</td>
<td>Annual Average</td>
<td>62-610.510 &amp; 6-600.440(4)(c) FAC</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Max 200</td>
<td>Monthly Average</td>
<td>62-600.440(4)c. FAC</td>
</tr>
<tr>
<td><strong>pH</strong></td>
<td>s.u.</td>
<td>Min 6.0</td>
<td>Single Sample</td>
<td>62-600.445 FAC</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Max 8.5</td>
<td>Single Sample</td>
<td>62-600.445 FAC</td>
</tr>
<tr>
<td><strong>Chlorine, Total Residual (For Disinfection)</strong></td>
<td>mg/L</td>
<td>Min 0.5</td>
<td>Single Sample</td>
<td>62-610.510 &amp; 6-600.440(4)b FAC</td>
</tr>
<tr>
<td><strong>Nitrogen, Nitrate, Total (as N)</strong></td>
<td>mg/L</td>
<td>Max 12.0</td>
<td>Single Sample</td>
<td>62-610.510(1) FAC</td>
</tr>
</tbody>
</table>

Footnote:
1. Sampling is reduced to monthly in accordance with Rule 62-601.300(6), FAC.
2. Nitrate sampling is reduced to annually in accordance with Rule 62-601.300(6), FAC.

Other Limitations and Monitoring Requirements:

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Units</th>
<th>Max/Min Limit</th>
<th>Statistical Basis</th>
<th>Rationale</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Flow (Total flow through plant)</strong></td>
<td>MGD</td>
<td>Max 0.070</td>
<td>Annual Average</td>
<td>62-600.400(3)(b) FAC</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Max Report</td>
<td>Monthly Average</td>
<td>62-600.400(3)(b) FAC</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Max Report</td>
<td>Quarterly Average</td>
<td>62-600.400(3)(b) FAC</td>
</tr>
<tr>
<td><strong>Percent Capacity, (TMADF/Permitted Capacity) x 100</strong></td>
<td>percent</td>
<td>Max Report</td>
<td>Monthly Average</td>
<td>62-600.405(4) FAC</td>
</tr>
<tr>
<td><strong>BOD, Carbonaceous 5 day, 20°C (Influent)</strong></td>
<td>mg/L</td>
<td>Max Report</td>
<td>Single Sample</td>
<td>62-601.300(1) FAC</td>
</tr>
<tr>
<td><strong>Solids, Total Suspended (Influent)</strong></td>
<td>mg/L</td>
<td>Max Report</td>
<td>Single Sample</td>
<td>62-601.300(1) FAC</td>
</tr>
<tr>
<td><strong>Monitoring Frequencies and Sample Types</strong></td>
<td>-</td>
<td>-</td>
<td>All Parameters</td>
<td>62-601 FAC &amp; 62-699 FAC and/or BPJ of permit writer</td>
</tr>
<tr>
<td><strong>Sampling Locations</strong></td>
<td>-</td>
<td>-</td>
<td>All Parameters</td>
<td>62-601, 62-610.412, 62-610.463(1), 62-610.568, 62-610.613 FAC and/or BPJ of permit writer</td>
</tr>
</tbody>
</table>

Footnote:
1. Influent sampling is reduced to annually in accordance with Rule 62-601.300(6), FAC.

4. DISCUSSION OF CHANGES TO PERMIT LIMITATIONS

The current wastewater permit for this facility FLA010377-003-DW3P expires on February 21, 2017.
5. BIOSOLIDS MANAGEMENT
   The method of residuals use or disposal by this facility is transport to American Bioclean, and Inc. or disposal in a Class I solid waste landfill.

6. GROUND WATER MONITORING REQUIREMENTS
   This section is not applicable to this facility.

7. PERMIT SCHEDULES
   A schedule is included in the permit because the operation and maintenance performance report indicates improvement actions are necessary.

8. INDUSTRIAL PRETREATMENT REQUIREMENTS
   At this time, the facility is not required to develop an approved industrial pretreatment program. However, the Department reserves the right to require an approved program if future conditions warrant.

9. ADMINISTRATIVE ORDERS (AO) AND CONSENT ORDERS (CO)
   This permit is not accompanied by an AO and has not entered into a CO with the Department.

10. REQUESTED VARIANCES OR ALTERNATIVES TO REQUIRED STANDARDS
    No variances were requested for this facility.

11. THE ADMINISTRATIVE RECORD
    The administrative record including application, draft permit, fact sheet, public notice (after release), comments received and additional information is available for public inspection during normal business hours at the location specified in item 13. Copies will be provided at a minimal charge per page.

12. PROPOSED SCHEDULE FOR PERMIT ISSUANCE
    Notice of Intent to Issue: N/A
    Notice of Permit Issuance: February 22, 2012

13. DEPARTMENT CONTACT
    Additional information concerning the permit and proposed schedule for permit issuance may be obtained during normal business hours from:
    Sherry Cook
    Engineer III
    3319 Maguire Blvd Suite 232
    Orlando, FL 32803-3767
    Telephone No.: (407) 897-4100
EXHIBIT J
Rule 25-30.037(2)(r)

A copy of the most recent DEP and/or county health department sanitary survey, compliance inspection report, and secondary standards drinking water report.

See attached.
March 5, 2008

ATTENTION MIKE ABRAMWITZ
OWNER

Brevard County - DW
Colony Park Trailer Park WWTF
Wastewater Facility - Permit No. FLA010377
Noncompliance Letter

Dear Mr. Abramwitz:

On February 26, 2008, Department personnel conducted a routine inspection of your wastewater facility. At the time of the inspection, the overall operation of your facility was found to be in substantial compliance with the terms and conditions in Permit Number FLA010377. A copy of the inspection report is enclosed for your review.

Your continued cooperation with our wastewater program is appreciated. If you have any questions, please contact me at the above address or at (407) 893-3313.

Sincerely,

[Signature]

Tom Powers
Environmental Specialist
Water Facilities

Enclosure: Inspection Report

“More Protection, Less Process”
www.dep.state.fl.us
**WASTEWATER COMPLIANCE INSPECTION REPORT**

**FACILITY AND INSPECTION INFORMATION**

<table>
<thead>
<tr>
<th>Name and Physical Location of Facility</th>
<th>WAFR ID:</th>
<th>County</th>
<th>Entry Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>COLONY PARK TRAILER PARK, WWTF</td>
<td>FLA010377</td>
<td>BREVARD</td>
<td>2/26/08 2:00</td>
</tr>
<tr>
<td>6786 MANGROVE DRIVE</td>
<td></td>
<td></td>
<td>@ Exit Date/Time</td>
</tr>
<tr>
<td>MERRITT ISLAND, FL</td>
<td></td>
<td></td>
<td>2/26/08 3:00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name(s) of Field Representative(s)</th>
<th>Title</th>
<th>Phone</th>
<th>@ Operator Certification #</th>
</tr>
</thead>
<tbody>
<tr>
<td>MIKE ABRAMWITZ</td>
<td>GENERAL MANAGER</td>
<td>321/453-1400</td>
<td>email: <a href="mailto:colonypark@bellsouth.net">colonypark@bellsouth.net</a></td>
</tr>
<tr>
<td>JERRY PADRICK</td>
<td>OPERATOR</td>
<td>321/508-4714</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name and Address of Permittee or Designated Representative</th>
<th>Title</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>MIKE ABRAMWITZ</td>
<td>GM</td>
<td></td>
</tr>
<tr>
<td>COLONY PARK UTILITIES</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6786 MANGROVE DRIVE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MERRITT ISLAND, FL</td>
<td></td>
<td></td>
</tr>
<tr>
<td>32953</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Inspection Type**: Domestic  ☑  Industrial  ☐  Samples Taken(Y/N): N  ☑  Sample ID#: @  Samples Split (Y/N): N  @

- **Domestic**: ☑  Industrial  ☐  Were Photos Taken(Y/N): @  Log book Volume: @  Page

**FACILITY COMPLIANCE AREAS EVALUATED**

<table>
<thead>
<tr>
<th>PERMIT/ORDER</th>
<th>SELF-MONITORING PROGRAM</th>
<th>FACILITY OPERATIONS</th>
<th>EFFLUENT/DISPOSAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>13. Other</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Facility and/or Order Compliance Status: ☑ In-Compliance  ☐ Out-Of-Compliance  ☐ Significant-Out-Of-Compliance

**Recommended Actions:**

- Name(s) and Signature(s) of Inspector(s)
  - TOM POWERS
  - Signature of Reviewer
  - CLARENCE ANDERSON

**District Office/Phone Number**

| TOM POWERS                                      | Orlando 407/893-3313 |
| CLARENCE ANDERSON                               | Orlando 407/893-7876 |

**Date**: March 3, 2008  3/5/08

**Fill Out This Section For All Surface Water Discharger Inspections (CEI, CSI, CBI, PAI, XSI, RI, ASI, ANI)**

**Transaction Code**: N  ☑  YR/MO/DA  |  Inspect Type  | Inspector  | Fac Type  |

**NPDES Number**: N  ☑  YR/MO/DA  |  Inspect Type  | Inspector  | Fac Type  |

**Additional NPDES Comments**: 

- Inspection Type (Field 1)  A:PAI, B:CBI, C:CEI, S:CSI, X:XSI, R:RI, \ASI, \ANI
- Facility Type (Field 3): 1=Municipal (Publicly Owned), 2=Industrial and Privately Owned Domestic, 3= Agricultural, 4=Federal
- Every other field is self explanatory
INSPECTION COMMENTS

PERMIT: In compliance.
FLA010377 expires 3/1/12.

COMPLIANCE SCHEDULES: N/A.

RECORDS AND REPORTS: In compliance.
Logbook on-site. Certified operator on site for 1/2 hour per day 5 days a week and on weekend visit. Stored in locked shed.
Calibration of pH and chlorine meters is being documented in bound book.
Discharge Monitoring Reports (DMRs), chains of custody and lab results were on site for Department review.
**Percent capacity is to be recorded correctly on the DMRs.**

LABORATORY: In compliance.
Test America Laboratory, Department of Health certified.

SAMPLING: In compliance.
Operator performs required influent and effluent grab sampling.
HACH DR 100 is utilized for total residual chlorine. Fisher Scientific 1001. Two-point calibration pH meter is utilized.

FACILITY SITE REVIEW: In compliance.
0.070 MGD average daily flow extended aeration sewage treatment plant.
Access: Locked fence with gate.
Clarifier: Algae noted on weirs. Sludge pop ups noted.
CCC: Hypo-chlorination with feed pump. 2 feet visibility.
Well water utilized for cleanup.

FLOW MEASUREMENT: In compliance.
Steven's effluent flow meter w/graph interface. The last calibration date noted was 12/07 by FRWA.

OPERATION AND MAINTENANCE: Facility is well maintained.

EFFLUENT: In compliance.
V-notch weir of the effluent flow meter. A review of the DMRs by Orlando Office staff from 6/07 to 12/07 were satisfactory.

GROUND WATER: N/A

DISPOSAL METHOD: In compliance.
The 2 ponds have a total wetted area of approximately 20,000 square feet (north pond was dry and the south pond had 5 feet freeboard). 15 feet freeboard noted in east (third) pond. Third pond was dry. A fence has been built on the north perimeter of the facility to promote restricted access.

RESIDUALS MANAGEMENT: In compliance.
American Bioclean RMF/All Sanitation hauls residuals.

OTHER:
May 5, 2009

COLONY PARK UTILITIES
6786 MANGROVE DRIVE
MERRIT ISLAND FL 32953

ATTENTION MIKE ABRAMWITZ
OWNER

Brevard County - DW
Colony Park Utilities WWTF
Wastewater Facility - Permit No. FLA010377

Dear Mr. Abramwitz:

On March 27, 2009, Department personnel conducted a routine inspection of your wastewater facility. At the time of the inspection, the overall operation of your facility was found to be in substantial compliance with the terms and conditions in Permit Number FLA010377. A copy of the inspection report is enclosed for your review.

Your continued cooperation with our wastewater program is appreciated. If you have any questions, please contact me at the above address or at (407) 893-3313.

Sincerely,

Tom Powers
Environmental Specialist
Water Facilities

TP/ar
Enclosure: Inspection Report
# Wastewater Compliance Inspection Report

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**

## Facility and Inspection Information

<table>
<thead>
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<th>WAFR ID:</th>
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<td>BREVARD</td>
<td>3/23/09 1:00</td>
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<td>GENERAL MANAGER</td>
<td>321/453-1400</td>
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<tr>
<td>ROBERT MURPHY</td>
<td>OPERATOR</td>
<td>321-626-3365</td>
</tr>
</tbody>
</table>

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<th>Name and Address of Permittee or Designated Representative</th>
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<th>Phone</th>
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</thead>
<tbody>
<tr>
<td>MIKE ABRAMOWITZ COLONY PARK UTILITIES 6786 MANGROVE DRIVE MERRITT ISLAND, FL 32953</td>
<td>GM</td>
<td>email: <a href="mailto:colonypark@bellsouth.net">colonypark@bellsouth.net</a></td>
</tr>
</tbody>
</table>

**Inspection Type:**

<table>
<thead>
<tr>
<th>Domestic</th>
<th>Industrial</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Samples Taken(Y/N):</th>
<th>@ Sample ID#:</th>
<th>Samples Split (Y/N):</th>
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<tbody>
<tr>
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**Facility Compliance Areas Evaluated**

IC = In Compliance; NC = Out of Compliance; SC = Significant Out of Compliance; NA = Not Applicable; NE or Blank = Not Evaluated

<table>
<thead>
<tr>
<th>PERMITS/ORDERS</th>
<th>SELF MONITORING PROGRAM</th>
<th>FACILITY OPERATIONS</th>
<th>EFFLUENT/DISPOSAL</th>
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</table>

Facility and/or Order Compliance Status: [ ] In-Compliance [ ] Out-Of-Compliance [ ] Significant-Out-Of-Compliance

**Recommended Actions:**

<table>
<thead>
<tr>
<th>Name(s) and Signature(s) of Inspector(s)</th>
<th>District Office/Phone Number</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOM POWERS</td>
<td>Orlando 407/893-3313</td>
<td>April 20, 2009</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Signature of Reviewer</th>
<th>District Office/Phone Number</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>CLARENCE ANDERSON</td>
<td>Orlando 407/893-3313</td>
<td>4/30/09</td>
</tr>
</tbody>
</table>

**Inspection Comments**
At the time of the inspection, the facility gate was locked. WWTF appeared to be operating efficiently. Attempt to re-inspection in near future.

PERMIT: In compliance.
FLA010377 expires 3/1/12.

COMPLIANCE SCHEDULES: N/A.

RECORDS AND REPORTS: In compliance.
Logbook on-site. Certified operator on site for 1/2 hour per day 5 days a week and on weekend visit. Stored in locked shed.
Calibration of pH and chlorine meters is being documented in bound book.
Discharge Monitoring Reports (DMRs), chains of custody and lab results were on site for Department review.

LABORATORY: In compliance.
Pace Analytical Laboratory, Department of Health certified.

SAMPLING: In compliance.
Operator performs required influent and effluent grab sampling.
HACH DR 100 is utilized for total residual chlorine. Fisher Scientific 1001. Two-point calibration pH meter is utilized.

FACILITY SITE REVIEW: In compliance.
0.070 MGD average daily flow extended aeration sewage treatment plant.
Access: Locked fence with gate.
Clarifier: Rectangular unit.
CCC: Hypo-chlorination with feed pump.
Well water utilized for cleanup.

FLOW MEASUREMENT: In compliance.
Steven’s effluent flow meter w/graph interface. The last calibration date noted was 12/22/08 by FRWA.

OPERATION AND MAINTENANCE: Facility is well maintained.

EFFLUENT: In compliance.
V-notch weir of the effluent flow meter. A review of the DMRs by Orlando Office staff from 1/08 to 1/09 was satisfactory.

GROUND WATER: N/A

DISPOSAL METHOD: In compliance.
The 2 ponds have a total wetted area of approximately 20,000 square feet (north pond was dry and the south pond had 5 feet freeboard). 15 feet freeboard noted in east (third) pond. Third pond was dry. A fence has been built on the north perimeter of the facility to promote restricted access.

RESIDUALS MANAGEMENT: In compliance.
American Bioclean RMF/All Sanitation hauls residuals.

OTHER:
April 16, 2012

JEROME S. STEWART
STILL WATER COMPANIES, REALTY
1312 EAST ROBINSON STREET
ORLANDO, FL 32801

ATTENTION JEROME S. STEWART
RECEIVER

Brevard County - DW
Colony Park Trailer Park WWTF
Wastewater Facility - Permit No. FLA010377

Dear Mr. Stewart:

On March 26, 2012, Department personnel conducted a routine inspection of your wastewater facility. At the time of the inspection, the overall operation of your facility was found to be in substantial compliance with the terms and conditions in Permit Number FLA010377. A copy of the inspection report is enclosed for your review.

Your continued cooperation with our wastewater program is appreciated. If you have any questions, please contact Tom Powers at the above address or at (407)897-4168 or (321)229-8930(Cell)

Sincerely,

Tom Powers
Environmental Specialist
Wastewater Compliance/Enforcement

TP/aa

Enclosure: Inspection Report

cc: Robert Murphy, Operator, rm321fl@cfl.rr.com
    DW Permitting Section, dennise.judy@dep.state.fl.us

www.dep.state.fl.us
**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**WASTEWATER COMPLIANCE INSPECTION REPORT**

**FACILITY AND INSPECTION INFORMATION**

<table>
<thead>
<tr>
<th>Name and Physical Location of Facility</th>
<th>WAFR ID:</th>
<th>County</th>
<th>Entry Date/Time</th>
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</thead>
<tbody>
<tr>
<td>COLONY PARK TRAILER PARK, WWTP</td>
<td>FLA010377</td>
<td>BREVARD</td>
<td>3/26/2012 11:00</td>
</tr>
<tr>
<td>6786 MANGROVE DRIVE</td>
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<td></td>
<td>@ Exit Date/Time</td>
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| MERRITT ISLAND, FL                    | 321/453-1400 | 3/26/2012 12:00 |}

<table>
<thead>
<tr>
<th>Name(s) of Field Representative(s)</th>
<th>Title</th>
<th>Phone</th>
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</thead>
<tbody>
<tr>
<td>JEROME STEWART</td>
<td>RECEIVER (STILL WATER COMPANIES)</td>
<td>407-440-2829</td>
</tr>
<tr>
<td>RICHARD WEDDING</td>
<td>MANAGER</td>
<td></td>
</tr>
<tr>
<td>ROBERT MURPHY</td>
<td>OPERATOR 321-626-3365</td>
<td>Email: <a href="mailto:rm321fl@cflrr.com">rm321fl@cflrr.com</a></td>
</tr>
</tbody>
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<table>
<thead>
<tr>
<th>Name and Address of Permittee or Designated Representative</th>
<th>Title</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>JEROME S. STEWART, STILL WATER COMPANIES REALTY</td>
<td>RECEIVER</td>
<td>Email: <a href="mailto:colonyparkmhv@gmail.com">colonyparkmhv@gmail.com</a></td>
</tr>
<tr>
<td>6786 MANGROVE DRIVE, MERRITT ISLAND, FL 32953 (407) 440-2839</td>
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Inspection Type: [ ] Domestic [ ] Industrial

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<tr>
<th>Criteria Should be Reviewed when Out of Compliance Marked</th>
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**FACILITY COMPLIANCE AREAS EVALUATED**

IC = In Compliance; NC = Out of Compliance; SC = Significant out of Compliance; NA = Not Applicable; NE or Blank = Not Evaluated

<table>
<thead>
<tr>
<th>PERMITS/ORDERS</th>
<th>MULTIMONITORING PROGRAM</th>
<th>FACILITY OPERATIONS</th>
<th>EFFLUENT/DISPOSAL</th>
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<tr>
<td>14. Other:</td>
<td></td>
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<td>13. SSO Survey</td>
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Facility and/or Order Compliance Status: [ ] In-Compliance [ ] Out-Of-Compliance [ ] Significant-Out-Of-Compliance

Recommended Actions:

Name(s) and Signature(s) of Inspector(s): TOM POWERS

District Office/Phone Number: Central (407)897-4168 or (321)229-8930(Cell)

Date: April 9, 2012

@ Signature of Reviewer: CLARENCE ANDERSON

District Office/Phone Number: Central (407)897-4166

Date: 4/12/12

Single Event Violation Code(s):

Revised: October 28, 2010
INSPECTION COMMENTS

PERMIT: In compliance.

COMPLIANCE SCHEDULES: In compliance.

<table>
<thead>
<tr>
<th>Improvement Action</th>
<th>Completion Date</th>
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A backup blower is on-site.

RECORDS AND REPORTS: In compliance.
Logbook on-site. Certified operator on-site for 1/2 hour per day, 5 days a week and one weekend visit. Stored in locked shed.
Calibration of pH and chlorine meters is being documented in bound book.
Discharge Monitoring Reports (DMRs), chains of custody and lab results were on-site for Department review. Operator has been instructed to fill out DMRs with the required information.

LABORATORY: In compliance.
City of Titusville Laboratory, Department of Health certified.

SAMPLING: In compliance.
Operator performs required influent and effluent grab sampling.
HACH DR 100 is utilized for total residual chlorine. Fisher Scientific 1001 - two-point calibration pH meter is utilized.

FACILITY SITE REVIEW: In compliance.
It is recommended that an influent screening unit be installed to collect debris from entering the wastewater treatment plant. 0.070 MGD average daily flow extended aeration sewage treatment plant.
Access: Locked fence with gate.
Aeration: Slight odors were noted emitting from the aeration basin. Air lift pipe has been replaced. 1 blower, MLSS light brown. No odor. Aerobic digestor. Backup blower noted.
Clarifier: Rectangular unit. Turbid.
CCC: Hypo-chlorination with feed pump.
Well water utilized for cleanup.

FLOW MEASUREMENT: In compliance.
Steven’s effluent flow meter w/graph interface. The flow meter calibration is to be performed on 4/11/2012 by Litkenhaus and Associates.

OPERATION AND MAINTENANCE: Facility is well maintained.

EFFLUENT QUALITY: In compliance.
V-notch weir of the effluent flow meter. A review of the DMRs by Orlando Office staff from 6/10 to 9/11 was satisfactory. Total Residual Chlorine was 2.8 mg/l.

DISPOSAL METHOD: In compliance.
The 2 ponds have a total wetted area of approximately 20,000 square feet (north pond was dry and the south pond had 4 feet freeboard). 15 feet freeboard noted in east (third) pond. Third pond was dry. The discharge pipe to the east pond is being repaired due to a clogged line.

RESIDUALS MANAGEMENT: In compliance.
SOS Septic to Brownies RMF.

GROUND WATER: N/A

OTHER:
March 4, 2016

Jerome Steward, Owner
Colony Park Utilities
6710 Orleans Court
Merritt Island, FL 32953

Re: Colony Park WWTF
DW Facility ID #FLA010377
Brevard County

Dear Mr. Steward:

Department personnel conducted an inspection of the above-referenced facility on February 3, 2016. Based on the information provided during and following the inspection, the facility was determined to be in compliance with the Department’s rules and regulations. A copy of the inspection report is attached for your records, and any non-compliance items which may have been identified at the time of the inspection have been corrected.

The Department appreciates your efforts to maintain this facility in compliance with state and federal rules. Should you have any questions or comments, please contact Megan Warr at 407-897-2922 or via e-mail at Megan.Warr@dep.state.fl.us.

Sincerely,

Reggie Phillips, Manager
Central District
Florida Department of Environmental Protection

Enclosure: Inspection Report

cc: Robert Murphy, rmurphy132@cfl.rr.com
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

WASTEWATER COMPLIANCE INSPECTION REPORT

FACILITY AND INSPECTION INFORMATION

<table>
<thead>
<tr>
<th>Name and Physical Location of Facility</th>
<th>WAFR ID:</th>
<th>County</th>
<th>Entry Date/Time</th>
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<tbody>
<tr>
<td>Colony Park Utilities</td>
<td>FLA010377</td>
<td>Brevard</td>
<td>02/03/2016 08:00 AM</td>
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<tr>
<td>6710 Orleans Court</td>
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<td></td>
<td></td>
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<td>Merritt Island, FL 32953</td>
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<table>
<thead>
<tr>
<th>Name(s) of Field Representatives(s)</th>
<th>Title</th>
<th>Email</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert Murphy</td>
<td>Operator</td>
<td><a href="mailto:rmurphy132@cflrr.com">rmurphy132@cflrr.com</a></td>
<td>321-626-3365</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name and Address of Permittee or Designated Representative</th>
<th>Title</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jerome S. Steward</td>
<td>Owner</td>
<td>407-440-2837</td>
</tr>
<tr>
<td>Colony Park Utilities</td>
<td></td>
<td>10129</td>
</tr>
<tr>
<td>6786 Mangrove Drive</td>
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FACTORILITY COMPLIANCE AREAS EVALUATED

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<th>Criteria</th>
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<tr>
<td>IC: In Compliance</td>
<td>MC: Minor Out of Compliance</td>
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<td>NA: Not Applicable</td>
<td>NE or Blank: Not Evaluated</td>
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</tbody>
</table>

Recommended Actions: Letter

Name(s) and Signature(s) of Inspector(s)

Megan Warr

@ Signature of Reviewer

Reggie Phillips

<table>
<thead>
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<th>Single Event Violation Code(s):</th>
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</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>
Facility Name: Colony Park Utilities
Inspection Date: February 3, 2016

INSPECTION REPORT SUMMARY

Facility Name: Colony Park Utilities WWTF
Facility ID: FLA010377
Inspection Type: Domestic Wastewater (DW) Compliance Evaluation Inspection (CEI)
Inspection Date: February 3, 2016

FACILITY BACKGROUND:

Facility Address: 6710 Orleans Court, Merritt Island, FL 32953
Program/Permit Information: DW; Permit Issued: 02/23/2012; Permit Expiration: 02/21/2017
Treatment Summary: Aeration, secondary clarification, chlorination, and aerobic digestion of biosolids
Permitted Capacity: 0.070 MGD

1. **Permit**: RATING – In-Compliance
   1.1. Observations:
   A copy of the current permit is located in the office of the facility. Permit expires 2/21/2017.

2. **Compliance Schedules**: RATING – In-Compliance
   2.1 Observations:
   - All compliance schedule items have been completed since the time of the previous June 2013 inspection.
   - Please note the permit renewal application must be received by the Department at least 180 days prior to permit expiration.

3. **Laboratory**: RATING – In-Compliance
   3.1 Observations:
   The facility sends samples to the City of Titusville Laboratory. Department of Health certified #E53121.

4. **Sampling**: RATING – Not Evaluated

5. **Records and Reports**: RATING – In-Compliance
   5.1 Observations:
   - All discharge monitoring reports (DMRs) for the review period of January 2015-December 2015 were received by the Department on time.
   - The operators log book is properly bound with numbered pages. The information is organized and contains all necessary sampling and maintenance information. The records indicate the operator is meeting the minimum on site time requirement of five days per week for 0.5 hour per day.
   - The operator certifications for Robert Murphy (#0010129) and Linda Murphy (#0005101) are available onsite. Certifications expire 04/30/2017.

6.1 Deficiency:
Two diffusers in the northern aeration basin are not operational at the time of inspection. Sufficient aeration and mixing does not appear to be provided to this portion of the basin.

Permit/Rule or Other Reference:
Chapter 62-620.610(7) – The permittee shall at all times properly operate and maintain the facility and systems of treatment and control, and related appurtenances, that are installed and used by the permittee to achieve compliance with the conditions of (the) permit.

Recommendations for Corrective Action:
Repair the diffuser to operate as designed and restore sufficient aeration and mixing to the northern aeration basin.

Additional Comments:
Mr. Murphy stated via email that the repairs will be completed by 2/18/2016. Verbally confirmed on 2/29/2016 that the repairs have been successfully completed.

6.2 Deficiency:
Excessive solids noted on the clarifier surface and algae noted on the weir.

Permit/Rule or Other Reference:
Chapter 62-620.610(7) – The permittee shall at all times properly operate and maintain the facility and systems of treatment and control, and related appurtenances, that are installed and used by the permittee to achieve compliance with the conditions of (the) permit.

Recommendations for Corrective Action:
Perform necessary operational adjustments to prevent solids and algae accumulation.

Additional Comments:
Mr. Murphy confirmed via email on 2/11/2016 that in order to address the above issues, there will be an increase of the wasting of solids via the return activated sludge (RAS) and an increased skimming and rinsing frequency to daily. Verbally confirmed on 2/29/2016 that the adjustments have produced sufficient results and the operational changes will remain in place.

6.2 Observations:
- Access Control - The facility grounds for the plant were properly locked and secured by a fence. Advisory sign is posted at the gate entrance.
Facility Name: Colony Park Utilities  
Inspection Date: February 3, 2016

- **Aeration Basin/Blower** - The facility contains one (1) operational blower, one (1) back-up blower, and two (2) aeration basins. No excessive foam, noise, or odor were observed. Deficiency noted above in Section 6.1.

- **Clarifier** - The facility contains one clarifier. The weir appeared level and secure. Deficiency noted above in Section 6.2.

- **Disinfection** - Sodium hypochlorite is used for disinfection on site.

- **Digester/Sludge Holding Tank** - The facility contains one sludge holding basin. There is sufficient storage available, no excessive odors were noticed, and no insects/vectors were observed.

- **Lift Station** - The facility contains one lift station with two pumps. It is contained within the locking fence of the water treatment grounds. Audible and visible alarms are present.

7. **Flow Measurement**: RATING – In-Compliance  
7.1 Observations:  
The flow meter was annual certified by the Florida Rural Water Association on 5/6/2016. Certification is located on site.

8. **Operation and Maintenance**: RATING – Minor Out-of-Compliance  
8.1 Observations:  
- Operational adjustments were necessary to ensure compliance with proper plant functionality as noted in Section 6- Facility Site Review.
- Rust and corrosion of the safety rails of the plant were noted at the time of inspection. On 2/11/2016, the facility confirmed that they have placed bids to replace the safety rails. Estimated completion date for the replacement was stated as August 2016.

9. **Effluent Quality**: RATING – In-Compliance  
9.1 Observations:  
The DMR review period extended from January 2015 – December 2015. No exceedances or effluent quality issues were reported during this time

10. **Effluent Disposal**: RATING – In-Compliance  
10.1 Observations:  
The facility has three (3) rapid infiltration basins (RIBs) for effluent disposal. Duckweed is noted on the pond surfaces. The vegetation along the perimeter is well maintained and sufficient freeboard is available. Ensure effluent disposal continues to be rotated to allow sufficient time for each RIB to be allowed to dry during the resting portion of the rotation schedule.

11. **Biosolids/Sludge**: RATING – In-Compliance  
11.1 Observations:
Facility Name: Colony Park Utilities
Inspection Date: February 3, 2016

Biosolids are hauled approximately once per year to BCUD South Central. Please maintain all biosolid hauling records for the required five year span.

12. **Groundwater Quality:** RATING – Not Applicable

13. **SSO Survey:** RATING – Not Applicable

14. **Other:** RATING – Not Applicable
EXHIBIT K
Rule 25-30.037(2)(r)

A copy of all of the utility's correspondence with the DEP, county health department, and water management district, including consent orders and warning letters, and the utility's responses to the same, for the past five years.

N/A. No correspondence exist.
Powers, Tom

From: Powers, Tom
Sent: Thursday, March 22, 2012 10:41 AM
To: 'pdaniel@psc.state.fl.us'
Cc: Miller, Gary; Anderson, Clarence
Subject: FW: Colony Park

Patty,
Please see below contacts for Colony Park Utilities. According to Ted Sanders with Stillwater, it is my understanding is that the utility is in receivership. I will be performing a site visit on Monday.
If you have any further questions, please let me know. Thanks.

-----Original Message-----
From: rm321fl@cfl.rr.com [mailto:rm321fl@cfl.rr.com]
Sent: Wednesday, March 21, 2012 1:30 PM
To: Powers, Tom
Subject: Colony Park

Tom;

Contact numbers:

Jerome Stewart
jerome@stillwatercompanies.com
321 231-5829
407 440-2839

Ted Sanders
Ted@stillwatercompanies.com
407 334-3384
407 448-2837
EXHIBIT L
Rule 25-30.037(2)(r)

A copy of all customer complaints that the utility has received regarding DEP secondary water quality standards during the past five years.

N/A no DEP complaints on the wastewater system. This is wastewater only.
Tariff sheets reflecting any changes resulting from the transfer. Form PSC 1010 (12/15), entitled “Water Tariff” and Form PSC 1011 (12/15), entitled “Wastewater Tariff,” which are incorporated by reference in Rule 25-30.033, F.A.C., are example tariffs that may be completed by the applicant and included in the application.

See Attached.
WASTEWATER TARIFF

MERRITT ISLAND UTILITY COMPANY
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION
WASTEWATER TARIFF

MERRITT ISLAND UTILITY COMPANY
NAME OF COMPANY

4939 Cross Bayou Blvd.
New Port Richey, FL 34652
ADDRESS OF COMPANY

(727) 848-8292
Business & Emergency Telephone Numbers

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WS-15-0098

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE
# WASTEWATER TARIFF

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<td>4.0</td>
</tr>
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<td>Description of Territory Served</td>
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<tr>
<td>Index of</td>
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<tr>
<td>Rates and Charges Schedules</td>
<td>11.0</td>
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<td>Rules and Regulations</td>
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<td>Service Availability Policy</td>
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<td>Standard Forms</td>
<td>20.0</td>
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<tr>
<td>Technical Terms and Abbreviations</td>
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<tr>
<td>Territory Authority</td>
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CERTIFICATE NUMBER – 137-S

COUNTY – Brevard

COMMISSION ORDER(S) APPROVING TERRITORY SERVED –

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<thead>
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<th>Order Number</th>
<th>Date Issued</th>
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<td>7296</td>
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<td>PSC-03-0320-FOF-SU</td>
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<td>020930-SU</td>
<td>TMOC</td>
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<td>PSC-07-0420-FOF-SU</td>
<td>05/14/2007</td>
<td>060636-SU</td>
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<td>12/05/2014</td>
<td>120285-SU</td>
<td>Transfer of Certificate</td>
</tr>
</tbody>
</table>

WS-15-0098

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE
DESCRIPTION OF TERRITORY SERVED

In Township 23 South, Range 36 East, Brevard County, Florida

Section 15

Commence at the Southeast corner of said Section 15 for a Point of Beginning. Thence run North 0°39'04" West along the East line of said Section 15, 1236.97 feet; thence North 89°35'04" West, 477.46 feet; thence South 00°38'31" West, 25.00 feet; thence South 68°21'32" West, 84.30 feet; thence South 76°38'12" West, 83.63 feet; thence South 89°20'56" West, 234.00 feet; thence South 00°39'04" East, 150.00 feet; thence North 89°20'56" East, 5.00 feet; thence South 00°39'04" West, 489.79 feet; thence South 87°45'45" West, 358.30 feet; thence South 2°14'15" East, 150 feet to a point on the South boundary of St. Charles Avenue; thence Westerly 30 feet, more or less; thence South 2°14'15" East, 400 feet, more or less, to a point on the South boundary of said Section 15, thence North 87°45'45" East along the South boundary of said Section 15, 1250 feet, more or less, to the Point of Beginning.

Section 14

Commence at the Southwest corner of said Section 14; thence run North 0°39'04" West along the West boundary of Section 14, 320 feet, more or less, to the Point of Beginning which is also the Southwest corner of the aforesaid parcel; thence North 0°39'04" West along the West line of said parcel, a distance of 947.98 feet; thence North 87°05'16" East, a distance of 710.58 feet; thence North 0°48'54" West, a distance of 10 feet to the North line of said parcel; thence North 89°11'06" East along the North line of said parcel, a distance of 569.57 feet; thence South 2°00'25" East, a distance of 985.11 feet to a point on the South line of said parcel; thence South 89°13'32" West along the South line of said parcel, a distance of 1302.88 feet to the Point of Beginning.
## Communities Served Listing

<table>
<thead>
<tr>
<th>County Name</th>
<th>Development Name</th>
<th>Rate Schedule(s) Available</th>
<th>Sheet No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brevard</td>
<td>Colony Park</td>
<td>GS, RS, BS</td>
<td>12.0, 13.0, &amp; 14.0</td>
</tr>
</tbody>
</table>

WS-15-0098
MERRITT ISLAND UTILITY COMPANY
WASTEWATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

1.0 "BFC" - The abbreviation for "Base Facility Charge" which is the minimum amount the Company may charge its Customers and is separate from the amount the Company bills its Customers for wastewater consumption.

2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide wastewater service in a specific territory.

3.0 "COMMISSION" - The shortened name for the Florida Public Service Commission.

4.0 "COMMUNITIES SERVED" - The group of Customers who receive wastewater service from the Company and whose service location is within a specific area or locality that is uniquely separate from another.

5.0 "COMPANY" - The shortened name for the full name of the utility, which is MERRITT ISLAND UTILITY COMPANY.

6.0 "CUSTOMER" - Any person, firm or corporation who has entered into an agreement to receive wastewater service from the Company and who is liable for the payment of that wastewater service.

7.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of the installation for disposing of wastewater located on the Customer's side of the Service Connection whether such installation is owned by the Customer or used by the Customer under lease or other agreement.

8.0 "MAIN" - A pipe, conduit, or other facility used to convey wastewater service from individual service lines or through other mains.

9.0 "RATE" - Amount which the Company may charge for wastewater service which is applied to the Customer's water consumption.

10.0 "RATE SCHEDULE" - The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.

11.0 "SERVICE" - As mentioned in this tariff and in agreement with Customers, "Service" shall be construed to include, in addition to all wastewater service required by the Customer, the readiness and ability on the part of the Company to furnish wastewater service to the Customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.

12.0 "SERVICE CONNECTION" - The point where the Company's pipes or meters are connected with the pipes of the Customer.

13.0 "SERVICE LINES" - The pipes between the Company's Mains and the Service Connection and which includes all of the pipes, fittings and valves necessary to make the connection to the Customer's premises, excluding the meter.

14.0 "TERRITORY" - The geographical area described, if necessary, by metes and bounds but, in all cases, with township, range and section in a Certificate, which may be within or without the boundaries of an incorporated municipality and may include areas in more than one county.
### INDEX OF RULES AND REGULATIONS

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<th>Access to Premises</th>
<th>9.0</th>
<th>12.0</th>
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<td>10.0</td>
<td>20.0</td>
</tr>
<tr>
<td>Application</td>
<td>7.0</td>
<td>3.0</td>
</tr>
<tr>
<td>Applications by Agents</td>
<td>7.0</td>
<td>4.0</td>
</tr>
<tr>
<td>Change of Customer's Installation</td>
<td>8.0</td>
<td>10.0</td>
</tr>
<tr>
<td>Continuity of Service</td>
<td>8.0</td>
<td>8.0</td>
</tr>
<tr>
<td>Customer Billing</td>
<td>9.0</td>
<td>15.0</td>
</tr>
<tr>
<td>Delinquent Bills</td>
<td>10.0</td>
<td>17.0</td>
</tr>
<tr>
<td>Evidence of Consumption</td>
<td>10.0</td>
<td>22.0</td>
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<tr>
<td>Extensions</td>
<td>7.0</td>
<td>6.0</td>
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<tr>
<td>Filing of Contracts</td>
<td>10.0</td>
<td>21.0</td>
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<tr>
<td>General Information</td>
<td>7.0</td>
<td>1.0</td>
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<tr>
<td>Inspection of Customer's Installation</td>
<td>8.0</td>
<td>11.0</td>
</tr>
<tr>
<td>Limitation of Use</td>
<td>8.0</td>
<td>9.0</td>
</tr>
<tr>
<td>Payment of Water and Wastewater Service Bills Concurrently</td>
<td>9.0</td>
<td>16.0</td>
</tr>
<tr>
<td>Protection of Company's Property</td>
<td>9.0</td>
<td>13.0</td>
</tr>
<tr>
<td>Refusal or Discontinuance of Service</td>
<td>7.0</td>
<td>5.0</td>
</tr>
<tr>
<td>Right-of-way or Easements</td>
<td>9.0</td>
<td>14.0</td>
</tr>
<tr>
<td>Tariff Dispute</td>
<td>7.0</td>
<td>2.0</td>
</tr>
<tr>
<td>Termination of Service</td>
<td>10.0</td>
<td>18.0</td>
</tr>
<tr>
<td>Type and Maintenance</td>
<td>7.0</td>
<td>7.0</td>
</tr>
<tr>
<td>Unauthorized Connections - Wastewater</td>
<td>10.0</td>
<td>19.0</td>
</tr>
</tbody>
</table>
1.0 GENERAL INFORMATION - These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every Customer to whom the Company renders wastewater service.

The Company shall provide wastewater service to all Customers requiring such service within its Certificated territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes.

2.0 TARIFF DISPUTE - Any dispute between the Company and the Customer or prospective Customer regarding the meaning or application of any provision of this tariff shall be resolved pursuant to Rule 25-22.032, Florida Administrative Code.

3.0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. The Company shall provide each Applicant with a copy of the brochure entitled “Your Water and Wastewater Service,” prepared by the Florida Public Service Commission.

4.0 APPLICATIONS BY AGENTS - Applications for wastewater service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.

5.0 REFUSAL OR DISCONTINUANCE OF SERVICE - The Company may refuse or discontinue wastewater service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.

6.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.

7.0 TYPE AND MAINTENANCE - In accordance with Rule 25-30.545, Florida Administrative Code, the Customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all laws and governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the wastewater service. The Company reserves the right to discontinue or withhold wastewater service to such apparatus or device.

(Continued to Sheet No. 8.0)
8.0 **CONTINUITY OF SERVICE** - In accordance with Rule 25-30.250, Florida Administrative Code, the Company will at all times use reasonable diligence to provide continuous wastewater service and, having used reasonable diligence, shall not be liable to the Customer for failure or interruption of continuous wastewater service.

If at any time the Company shall interrupt or discontinue its service, all Customers affected by said interruption or discontinuance shall be given not less than 24 hours written notice.

9.0 **LIMITATION OF USE** - Wastewater service purchased from the Company shall be used by the Customer only for the purposes specified in the application for wastewater service. Wastewater service shall be rendered to the Customer for the Customer's own use and shall be collected directly into the Company's main wastewater lines.

In no case shall a Customer, except with the written consent of the Company, extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish wastewater service to the adjacent property even though such adjacent property may be owned by him. In case of such unauthorized extension, sale, or disposition of service, the Customer's wastewater service will be subject to discontinuance until such unauthorized extension, remetering, sale or disposition of service is discontinued and full payment is made to the Company for wastewater service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections. (This shall not be construed as prohibiting a Customer from remetering.)

10.0 **CHANGE OF CUSTOMER'S INSTALLATION** - No changes or increases in the Customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of the Company, shall be made without written consent of the Company. The Customer shall be liable for any change resulting from a violation of this Rule.

11.0 **INSPECTION OF CUSTOMER'S INSTALLATION** - All Customer's wastewater service installations or changes shall be inspected upon completion by a competent authority to ensure that the Customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local laws and governmental regulations. Where municipal or other governmental inspection is required by local rules and ordinances, the Company cannot render wastewater service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company.

Not withstanding the above, the Company reserves the right to inspect the Customer's installation prior to rendering wastewater service, and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.
12.0 **ACCESS TO PREMISES** - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the Customer shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.

13.0 **PROTECTION OF COMPANY'S PROPERTY** - The Customer shall exercise reasonable diligence to protect the Company's property. If the Customer is found to have tampered with any Company property or refuses to correct any problems reported by the Company, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code. In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect, or misuse by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer.

14.0 **RIGHT-OF-WAY OR EASEMENTS** - The Customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of wastewater service.

15.0 **CUSTOMER BILLING** - Bills for wastewater service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule.

In accordance with Rule 25-30.335, Florida Administrative Code, the Company may not consider a Customer delinquent in paying his or her bill until the twenty-first day after the Company has mailed or presented the bill for payment.

A municipal or county franchise tax levied upon a water or wastewater public utility shall not be incorporated into the rate for water or wastewater service but shall be shown as a separate item on the Company's bills to its Customers in such municipality or county.

If a utility utilizes the base facility and usage charge rate structure and does not have a Commission authorized vacation rate, the Company shall bill the Customer the base facility charge regardless of whether there is any usage.

16.0 **PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY** - In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any wastewater service bill rendered by the Company to a Customer shall not be accepted by the Company without the simultaneous or concurrent payment of any water service bill rendered by the Company.

(Continued to Sheet No. 10.0)
17.0 **DELINQUENT BILLS** - When it has been determined that a Customer is delinquent in paying any bill, wastewater service may be discontinued after the Company has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code.

18.0 **TERMINATION OF SERVICE** - When a Customer wishes to terminate service on any premises where wastewater service is supplied by the Company, the Company may require reasonable notice to the Company in accordance with Rule 25-30.325, Florida Administrative Code.

19.0 **UNAUTHORIZED CONNECTIONS - WASTEWATER** - Any unauthorized connections to the Customer's wastewater service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.

20.0 **ADJUSTMENT OF BILLS** - When a Customer has been undercharged as a result of incorrect application of the rate schedule or, if wastewater service is measured by water consumption and a meter error is determined, the amount may be credited or billed to the Customer as the case may be, pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.

21.0 **FILING OF CONTRACTS** - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.

22.0 **EVIDENCE OF CONSUMPTION** - The initiation or continuation or resumption of water service to the Customer's premises shall constitute the initiation or continuation or resumption of wastewater service to the Customer's premises regardless of occupancy.
### MERRITT ISLAND UTILITY COMPANY

**WASTEWATER TARIFF**

**INDEX OF RATES AND CHARGES SCHEDULES**

<table>
<thead>
<tr>
<th>Service</th>
<th>Sheet Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Deposits</td>
<td>14.0</td>
</tr>
<tr>
<td>General Service, GS</td>
<td>12.0</td>
</tr>
<tr>
<td>Bulk Service, BS</td>
<td>13.1</td>
</tr>
<tr>
<td>Miscellaneous Service Charges</td>
<td>15.0</td>
</tr>
<tr>
<td>Residential Service, RS</td>
<td>13.0</td>
</tr>
</tbody>
</table>

WS-15-0098

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE
GENERAL SERVICE

RATE SCHEDULE (GS)

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For wastewater service to all Customers for which no other schedule applies.

LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

RATE -

<table>
<thead>
<tr>
<th>Meter Size:</th>
<th>Base Facility Charge:</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/8&quot; X 3/4&quot;</td>
<td>$10.75</td>
</tr>
<tr>
<td>3/4&quot;</td>
<td>$16.12</td>
</tr>
<tr>
<td>1&quot;</td>
<td>$26.87</td>
</tr>
<tr>
<td>1-1/2&quot;</td>
<td>$53.73</td>
</tr>
<tr>
<td>2&quot;</td>
<td>$85.97</td>
</tr>
<tr>
<td>3&quot;</td>
<td>$171.93</td>
</tr>
<tr>
<td>4&quot;</td>
<td>$268.64</td>
</tr>
<tr>
<td>6&quot;</td>
<td>$537.28</td>
</tr>
</tbody>
</table>

Charge per 1,000 gallons: $3.44

MINIMUM CHARGE - Base Facility Charge

TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for wastewater service, service may then be discontinued.

EFFECTIVE DATE -

TYPE OF FILING - Transfer of Certificate

WS-15-0098
RESIDENTIAL SERVICE

RATE SCHEDULE (RS)

AVAILABILITY – Available throughout the area served by the Company.

APPLICABILITY – For wastewater service for all purposes in private residences and individually metered apartment units.

LIMITATIONS – Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD – Monthly

RATE –

<table>
<thead>
<tr>
<th>Meter Size</th>
<th>Base Facility Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>All meter sizes</td>
<td>$10.75</td>
</tr>
<tr>
<td>Charge per 1,000 gallons</td>
<td></td>
</tr>
<tr>
<td>6,000 gallon cap</td>
<td>$2.87</td>
</tr>
</tbody>
</table>

MINIMUM CHARGE – Base Facility Charge

TERMS OF PAYMENT – Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.

EFFECTIVE DATE –

TYPE OF FILING – Transfer of Certificate
AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For wastewater service to Colony Park Mobile Home Park.

LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - Monthly

RATE -

Base Facility Charge $1,289.47

Charge per 1,000 gallons 720,000 gallon cap $ 3.44

MINIMUM CHARGE - Base Facility Charge

TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for water service, service may then be discontinued.
CUSTOMER DEPOSITS

ESTABLISHMENT OF CREDIT - Before rendering wastewater service, the Company may require an Applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the Customer from complying with the Company's rules for prompt payment. Credit will be deemed so established if the Customer complies with the requirements of Rule 25-30.311, Florida Administrative Code.

AMOUNT OF DEPOSIT - The amount of initial deposit shall be the following according to meter size:

<table>
<thead>
<tr>
<th>Residential Service</th>
<th>General Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

ADDITIONAL DEPOSIT - Under Rule 25-30.311(7), Florida Administrative Code, the Company may require a new deposit, where previously waived or returned, or an additional deposit in order to secure payment of current bills provided.

INTEREST ON DEPOSIT - The Company shall pay interest on Customer deposits pursuant to Rules 25-30.311(4) and (4a). The Company will pay or credit accrued interest to the Customer's once each year.

REFUND OF DEPOSIT - After a residential Customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the Customer's deposit provided the Customer has met the requirements of Rule 25-30.311(5), Florida Administrative Code. The Company may hold the deposit of a non-residential Customer after a continuous service period of 23 months and shall pay interest on the non-residential Customer's deposit pursuant to Rules 25-30.311(4) and (5), Florida Administrative Code.

Nothing in this rule shall prohibit the Company from refunding a Customer's deposit in less than 23 months.

EFFECTIVE DATE –

TYPE OF FILING – Transfer of Certificate
MISCELLANEOUS SERVICE CHARGES

The Company may charge the following miscellaneous service charges in accordance with the terms stated herein. If both water and wastewater services are provided, only a single charge is appropriate unless circumstances beyond the control of the Company require multiple actions.

INITIAL CONNECTION - This charge may be levied for service initiation at a location where service did not exist previously.

NORMAL RECONNECTION - This charge may be levied for transfer of service to a new Customer account at a previously served location or reconnection of service subsequent to a Customer requested disconnection.

VIOLATION RECONNECTION - This charge may be levied prior to reconnection of an existing Customer after disconnection of service for cause according to Rule 25-30.320(2), Florida Administrative Code, including a delinquency in bill payment.

PREMISES VISIT CHARGE (IN LIEU OF DISCONNECTION) - This charge may be levied when a service representative visits a premises for the purpose of discontinuing service for nonpayment of a due and collectible bill and does not discontinue service because the Customer pays the service representative or otherwise makes satisfactory arrangements to pay the bill.

Schedule of Miscellaneous Service Charges

<table>
<thead>
<tr>
<th>Charge</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial Connection Charge</td>
<td>$15.00</td>
</tr>
<tr>
<td>Normal Reconnection Charge</td>
<td>$15.00</td>
</tr>
<tr>
<td>Violation Reconnection Charge</td>
<td>Actual Cost</td>
</tr>
<tr>
<td>Premises Visit Charge (in lieu of disconnection)</td>
<td>$10.00</td>
</tr>
</tbody>
</table>

EFFECTIVE DATE -

TYPE OF FILING - Transfer of Certificate
# Index of Service Availability Policy and Charges

<table>
<thead>
<tr>
<th>Description</th>
<th>Sheet Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schedule of Charges</td>
<td>18.0</td>
</tr>
<tr>
<td>Service Availability Policy</td>
<td>17.0</td>
</tr>
</tbody>
</table>

WS-15-0098

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE
The Utility is built out and has no approved service availability charges.
MERRITT ISLAND UTILITY COMPANY
WASTEWATER TARIFF

SERVICE AVAILABILITY CHARGES

NOT APPLICABLE

EFFECTIVE DATE –

TYPE OF FILING – Transfer of Certificate

WS-15-0098

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE
# INDEX OF STANDARD FORMS

<table>
<thead>
<tr>
<th>Description</th>
<th>Sheet No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>APPLICATION FOR WASTEWATER SERVICE</td>
<td>20.0</td>
</tr>
<tr>
<td>COPY OF CUSTOMER'S BILL</td>
<td>21.0</td>
</tr>
</tbody>
</table>

WS-15-0098

GARY DEREMER
ISSUING OFFICER

PRESIDENT
TITLE
APPLICATION FOR WASTEWATER SERVICE

NOT APPLICABLE

BILLING PROVIDED BY CITY OF COCOA
COPY OF CUSTOMER'S BILL

NOT APPLICABLE

BILLING PROVIDED BY CITY OF COCOA
EXHIBIT N
Rule 25-30.037(2)(t)

The proposed net book value of the system as of the date of the proposed transfer, and a statement setting out the reasons for the inclusion of an acquisition adjustment, if one is requested. If rate base has been established by this Commission, provide the docket and the order number. In addition, provide a schedule of all subsequent changes to rate base.

The net book value was last established by the PSC in Order No. PSC-14-0673-PAA-SU, issued December 5, 2014, in Docket No. 120285-SU.

Based on the 2015 Annual Report on file with the PSC, it appears that the utility has over-depreciated its utility plant in service. The Plant in Service (less land) equates to $139,494; while the Accumulated Depreciation equates to $169,417. Land should not be depreciated. The only plant in service component with value is the land as established in the above reference order.

Therefore, based on the above referenced PSC Order and 2015 Annual Report, the proposed net book value of the water system as of December 31, 2015 is as follows:

**Water:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plant in Service</td>
<td>$138,494</td>
</tr>
<tr>
<td>Land</td>
<td>30,479</td>
</tr>
<tr>
<td>Accumulated Depreciation</td>
<td>(138,494)</td>
</tr>
<tr>
<td>CIAC</td>
<td>(23,500)</td>
</tr>
<tr>
<td>Accumulated Amortization</td>
<td>23,500</td>
</tr>
<tr>
<td>Net Book Value</td>
<td><strong>$30,479</strong></td>
</tr>
</tbody>
</table>
CLASS "C"
WATER AND/OR WASTEWATER UTILITIES
(Gross Revenue of Less Than $200,000 Each)

ANNUAL REPORT
OF
Lora McCabe- Accountant for
COLONY PARK DEVELOPMENT UTILITIES, LLC/MARSHALL KANNER
Exact Legal Name of Respondent

SU958-5-R
Certificate Number(s)

Submitted To The
STATE OF FLORIDA

PUBLIC SERVICE COMMISSION
FOR THE
YEAR ENDED DECEMBER 31, 2015
Form PSC/AFD 006-W (Rev. 12/99)
UTILITY NAME: Colony Park Development Utilities LLC

YEAR OF REPORT
DECEMBER 31, 2015

WASTEWATER UTILITY PLANT ACCOUNTS

<table>
<thead>
<tr>
<th>Acct. No. (a)</th>
<th>Account Name (b)</th>
<th>Previous Year (c)</th>
<th>Additions (d)</th>
<th>Retirements (e)</th>
<th>Current Year (f)</th>
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</thead>
<tbody>
<tr>
<td>351</td>
<td>Organization</td>
<td>$29950</td>
<td></td>
<td></td>
<td>$29950</td>
</tr>
<tr>
<td>352</td>
<td>Franchises</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>353</td>
<td>Land and Land Rights</td>
<td>30506</td>
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<td>$169000</td>
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* This amount should tie to sheet F-5.
**UTILITY NAME:** Colony Park Development Utilities LLC

**ANALYSIS OF ACCUMULATED DEPRECIATION BY PRIMARY ACCOUNT - WASTEWATER**

<table>
<thead>
<tr>
<th>Account No.</th>
<th>Account</th>
<th>Average Service Life in Years</th>
<th>Average Salvage Rate in Percent</th>
<th>Accumulated Depreciation Balance End of Year</th>
<th>Credits (h)</th>
<th>Accum. Depr. Balance End of Year</th>
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<td>Receiving Wells</td>
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<tr>
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<td>368</td>
<td>Treatment and Disposal Equipment</td>
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<td>5</td>
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<td>369</td>
<td>Plant Sewers</td>
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<td>$169417</td>
</tr>
</tbody>
</table>

*This amount should tie to Sheet F-5.*
EXHIBIT O
Rule 25-30.037(2)(p)

A statement from the buyer that it has obtained or will obtain copies of all of the federal income tax returns of the seller from the date the utility was first established or the rate base was last established by the Commission, whichever is later. If the tax returns have not been obtained, provide a description of the steps taken to obtain the tax returns.

Seller did not provide any tax records. Since plant in service is fully depreciated, these are not relevant.
A statement regarding the disposition of outstanding regulatory assessment fees, fines, or refunds owed and which entity will be responsible for paying regulatory assessment fees and filing the annual report for the year of the transfer and subsequent years.

Colony Waste Services, LLC is responsible for filing the Annual Report and RAfs for 2016 from April 2016 through the end of 2016. Previous owner should be responsible for RAfs from January 2016 through March 2016.

Merritt Island Utility Company, Inc. is responsible for the 2017 Annual Reports and 2017 RAfs and subsequent years. Merritt Island Utility Company did not operate or own the utility in 2016 and did not collect any revenues in 2016.
EXHIBIT Q
Rule 25-30.037(2)(v)

If the buyer owns other water or wastewater utilities that are regulated by the Commission, provide a schedule reflecting any economies of scale that are anticipated to be achieved within the next three years and the effect on rates for existing customers served by both the utility being purchased and the buyer’s other utilities.

Below is a listing of other water and wastewater utilities regulated by the PSC by the majority shareholder of Pine Harbour Waterworks, Inc.

<table>
<thead>
<tr>
<th>Utility</th>
<th>Certificate No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Harbor Utility Company</td>
<td>522-W</td>
</tr>
<tr>
<td>Lakeside Utility Company</td>
<td>567-W &amp; 494-S</td>
</tr>
<tr>
<td>LP Utility Company</td>
<td>620-W &amp; 533-S</td>
</tr>
<tr>
<td>HC Utility Company</td>
<td>422-W &amp; 359-S</td>
</tr>
<tr>
<td>Brevard Utility Company</td>
<td>002-W</td>
</tr>
<tr>
<td>Sunny Hills Utility Company</td>
<td>501-W &amp; 435-S</td>
</tr>
<tr>
<td>Lake Osborne Utility Company</td>
<td>053-W</td>
</tr>
<tr>
<td>Jumper Creek Utility Company</td>
<td>667-W &amp; 507-S</td>
</tr>
<tr>
<td>The Woods Utility Company</td>
<td>507-W &amp; 441-S</td>
</tr>
<tr>
<td>Country Walk Utilities, Inc.</td>
<td>579-W</td>
</tr>
<tr>
<td>Raintree Waterworks, Inc.</td>
<td>539-W</td>
</tr>
<tr>
<td>Brendenwood Waterworks, Inc.</td>
<td>339-W</td>
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<tr>
<td>Lake Idlewild Utility Company</td>
<td>531-W</td>
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<tr>
<td>Black Bear Waterworks, Inc.</td>
<td>654-W</td>
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<tr>
<td>North Charlotte Waterworks, Inc.</td>
<td>Pending – Docket No. 160058-WS</td>
</tr>
<tr>
<td>Pine Harbour Waterworks, Inc.</td>
<td>Pending – Docket NO. 160169-WU</td>
</tr>
</tbody>
</table>

The majority shareholder is also the majority shareholder of U.S. Water Services Corporaiton. The economies of scale exist by a sharing of administrative costs from U.S. Water Services Corporation through the operation, maintenance, customers service, and management contracts. These administrative costs include management of the utilities, accounting services, regulatory compliance, administrative, etc. These costs are spread or allocated over all the customers of the regulated utilities on an ERC basis. As more utilities are acquired and more customers are added, these costs are thereby reduced. This results in lower Contractual Service expenses for the newly acquired utilities. This economies of scale is achieved by directly lowering these administrative costs to the customers through the U.S. Water Services contract.
EXHIBIT R
Rule 25-30.030

Provide proof of noticing pursuant to Rule 25-30.030, FAC.

To be provided late-filed.
FLORIDA PUBLIC SERVICE COMMISSION

INSTRUCTIONS FOR COMPLETING EXAMPLE APPLICATION FOR TRANSFER OF CERTIFICATES OR FACILITIES FROM A REGULATED UTILITY TO ANOTHER REGULATED UTILITY

(Pursuant to Section 367.071, Florida Statutes, and Rule 25-30.037(2), Florida Administrative Code)

General Information

The attached form is an example application that may be completed by the applicant and filed with the Office of Commission Clerk to comply with Rule 25-30.037(2), Florida Administrative Code (F.A.C.). Any questions regarding this form should be directed to the Division of Engineering at (850) 413-6910.

Instructions

1. Pursuant to Rule 25-30.037(1)(a), F.A.C., if a transfer occurs prior to Commission approval, the utility shall submit an application for authority to transfer no later than 90 days after the sale closing date.

2. Fill out the attached application form completely and accurately.

3. Complete all the items that apply to your utility. If an item is not applicable, mark it "N.A." Do not leave any items blank.

4. Remit the proper filing fee pursuant to Rule 25-30.020, F.A.C., with the application.

5. Provide proof of noticing pursuant to Rule 25-30.030, F.A.C. This may be provided as a late-filed exhibit.

6. The completed application, attached exhibits, and the proper filing fee should be mailed to:

   Office of Commission Clerk
   Florida Public Service Commission
   2540 Shumard Oak Boulevard
   Tallahassee, Florida 32399-0850

Form PSC 1005 (12/15)
Rule 25-30.037, F.A.C.
APPLICATION FOR TRANSFER OF CERTIFICATES OR FACILITIES FROM A REGULATED UTILITY TO ANOTHER REGULATED UTILITY

(Pursuant to Section 367.071, Florida Statutes, and Rule 25-30.037(2), Florida Administrative Code)

Pursuant to Rule 25-30.037(1)(a), F.A.C., if a transfer occurs prior to Commission approval, the utility shall submit an application for authority to transfer no later than 90 days after the sale closing date.

To:  
Office of Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

The undersigned hereby makes application for the transfer of facilities and transfer ☒ or cancellation ☐ of Water Certificate No. ________ and/or Wastewater Certificate No. 137-S and amendment of Water Certificate No. ________ and/or Wastewater Certificate No. ________ in Brevard County, Florida, and submits the following information:

PART I  
APPLICANT INFORMATION

A) Contact Information for Utility/Seller. The utility/seller's certificated name, address, telephone number, and if applicable, fax number, e-mail address, and website address. The utility's name should reflect the business and/or fictitious name(s) registered with the Department of State's Division of Corporations:

Colony Park Development Utilities, LLC  
Utility Name

4000 Hollywood Blvd., Suite 500N  
Office Street Address

Hollywood FL 33021  
City State Zip Code

Mailing Address (if different from Street Address)

City State Zip Code
Federal Employer Identification Number

colonypark@yahoo.com
E-Mail Address

N/A
Website Address

137-S

B) The contact information of the seller’s authorized representative to contact concerning this application:

Gary Phillips / Marshall Kanner
Name

4000 Hollywood Blvd. Suite 500N
Mailing Address

Hollywood FL 33021
City State Zip Code

(321) 453-1400 ( ) -
Phone Number Fax Number

C) Contact Information for Buyer. The buyer’s name, address, telephone number, Federal Employer Identification Number, and, if applicable, fax number, e-mail address, website address, and new name of the utility if the buyer plans to operate under a different name. The buyer’s business name, and if applicable, new utility name, should reflect the business and/or fictitious name(s) registered with the Department of State’s Division of Corporations.

Colony Waste Services, LLC
Buyer’s Name
161 SW 11 Ct
Office Street Address

<table>
<thead>
<tr>
<th>Boca Raton</th>
<th>FL</th>
<th>33486</th>
</tr>
</thead>
<tbody>
<tr>
<td>City</td>
<td>State</td>
<td>Zip Code</td>
</tr>
</tbody>
</table>

Same
Mailing Address (if different from Street Address)

| City      | State | Zip Code |

(561) 926-4858
Phone Number
Fax Number

81-1899100
Federal Employer Identification Number

joeafoody@gmail.com
E-Mail Address

Colony Waste Services LLC
New Utility Name

D) The contact information of the buyer's authorized representative to contact concerning this application:

Joe Foody, Manager
Name

Same as above
Mailing Address

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>(561) 926-4858</td>
<td>( )</td>
<td>-</td>
</tr>
<tr>
<td>Phone Number</td>
<td>Fax Number</td>
<td></td>
</tr>
</tbody>
</table>

joeafoody@gmail.com
E-Mail Address

E) The name, address, telephone number, and if available, e-mail address and fax number of the person in possession of the books and records when the application is filed.
Joe Foody
Name
Same as above.
Mailing Address

City State Zip Code

( ) - ( ) -
Phone Number Fax Number

same as above
E-Mail Address

F) Indicate the nature of the utility’s/buyer’s business organization (check one). Provide documentation from the Florida Department of State, Division of Corporations, showing the utility’s/buyer’s business name and registration/document number for the business, unless operating as a sole proprietor.

☐ Corporation

☒ Limited Liability Company L16000054485

☐ Partnership

☐ Limited Partnership

☐ Limited Liability Partnership

☐ Sole Proprietorship

☐ Association

☐ Other (Specify)
If the utility is doing business under a fictitious name, provide documentation from the Florida Department of State, Division of Corporations showing the utility’s fictitious name and registration number for the fictitious name.

☐ Fictitious Name (d/b/a) ___________________________ Registration Number ___________________________

G) The name(s), address(es), and percentage of ownership of each entity or person which owns or will own more than 5 percent interest in the utility (Use additional sheet if necessary).

Joe Foody
__________________________________________
__________________________________________
__________________________________________

H) Provide the date and state of incorporation or organization of the buyer.

March 17, 2016 - State of Florida

PART II TRANSFER OF CERTIFICATE

A) DESCRIPTION OF SALE AGREEMENT

1) Exhibit A - Provide a copy of the contract for sale and all auxiliary or supplemental agreements. If the sale, assignment, or transfer occurs prior to Commission approval, the contract shall include a provision stating that the contract is contingent upon Commission approval.

2) Exhibit B - Provide the following documentation of the terms of the transfer:
   a) The date the closing occurred or will occur.

      November 29, 2016

   b) The purchase price and terms of payment.

      $50,000 cash purchase

   c) A list of and the dollar amount of the assets purchased and liabilities assumed or not assumed, including those of non-regulated operations or entities.

      See attached schedule
d) A description of all consideration between the parties, including promised salaries, retainer fees, stock, stock options, and assumption of obligations.

Not Applicable.

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e) Provisions regarding the disposition, where applicable, of customer deposits and interest thereon, guaranteed revenue contracts, developer agreements, customer advances, debt of the utility, and leases.

There are no customer deposits. There are no developer agreements or customer advances. Buyer does not assume any debt.

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f) A statement that the buyer will fulfill the commitments, obligations, and representations of the seller with regard to utility matters.

N/A - sold to Merritt Island Utility Company, Inc.

---

g) A provision that the buyer has or will obtain the books and records of the seller, including all supporting documentation for rate base additions since the last time rate base was established for the utility.

Buyer is in the process of obtaining the books and records of the seller, including all supporting documentation.

---

h) A statement that the utility’s books and records will be maintained using the National Association of Regulatory Utility Commissioners (NARUC) Uniform System of Accounts (USOA).

N/A - sold to Merritt Island Utility Company, Inc.
i) A statement that the utility’s books and records will be maintained at the utility’s office(s) within Florida, or that the utility will comply with the requirements of Rule 25-30.110(1)(b) and (c), F.A.C., regarding maintenance of utility records at another location or out-of-state. If the records will not be maintained at the utility’s office(s), the statement should include the location where the utility intends to maintain the books and records.

N/A - sold to Merritt Island Utility Company, Inc.

B) FINANCIAL ABILITY

1) Exhibit X - Provide a detailed financial statement (balance sheet and income statement), audited if available, of the financial condition of the applicant, that shows all assets and liabilities of every kind and character. The financial statements shall be for the preceding calendar or fiscal year. The financial statement shall be prepared in accordance with Rule 25-30.115, F.A.C. If available, a statement of the sources and uses of funds shall also be provided.

2) Exhibit X - Provide a list of all entities, including affiliates, upon which the buyer is relying to provide funding to the utility and an explanation of the manner and amount of such funding. The list need not include any person or entity holding less than 5 percent ownership interest in the utility. The applicant shall provide copies of any financial agreements between the listed entities and the utility and proof of the listed entities’ ability to provide funding, such as financial statements.

N/A - sold to Merritt Island Utility Company, Inc.

C) TECHNICAL ABILITY

1) Exhibit X - Provide the buyer’s experience in the water or wastewater industry.

N/A - sold to Merritt Island Utility Company, Inc.

2) Exhibit X - Provide the buyer’s plans for ensuring continued operation of the utility, such as retaining the existing plant operator(s) and office personnel, or contracting with outside entities.

D) TERRITORY DESCRIPTION, PUBLIC INTEREST, AND FACILITIES
1) Exhibit E - Provide a legal description of the proposed service area in the format prescribed in Rule 25-30.029, F.A.C.

2) Exhibit X - Provide a statement explaining why the transfer is in the public interest.

   N/A - sold to Merritt Island Utility Company, Inc.

3) Exhibit X - Provide a statement from the buyer that after reasonable investigation, the system being acquired appears to be in satisfactory condition and compliance with all applicable standards set by the DEP, or, if the system is in need of repair or improvement, has any outstanding Notice of Violation of any standard set by the DEP or any outstanding consent orders with the DEP, the buyer shall provide a description of the repairs or improvements that have been identified, the governmental entity that required the repairs or improvements, if applicable, the approximate cost to complete the repairs or improvements, and any agreements between the seller and buyer regarding who will be responsible for any identified repairs or improvements.

   N/A - sold to Merritt Island Utility Company, Inc.

4) Exhibit H - Provide documentation of the utility's right to continued long-term use of the land upon which the utility treatment facilities are located. This documentation shall be in the form of a recorded warranty deed, recorded quit claim deed accompanied by title insurance, recorded long-term lease, such as a 99-year lease, or recorded easement. The applicant may submit an unrecorded copy of the instrument granting the utility's right to access and continued use of the land upon which the utility treatment facilities are or will be located, provided the applicant files a recorded copy within the time prescribed in the order granting the transfer.

5) Exhibit _____ - Provide a copy of all of the utility's current permits from the Department of Environmental Protection (DEP) and the water management district.

6) Exhibit _____ - Provide a copy of the most recent DEP and/or county health department sanitary survey, compliance inspection report, and secondary water quality standards report.
7) Exhibit ____ - Provide a copy of all of the utility’s correspondence with the DEP, county health department, and water management district, including consent orders and warning letters, and the utility’s responses to the same, for the past five years.

8) Exhibit ____ - Provide a copy of all customer complaints that the utility has received regarding DEP secondary water quality standards during the past five years.

E) PROPOSED TARIFF

Exhibit X - Provide a tariff containing all rates, classifications, charges, rules, and regulations, which shall be consistent with Chapter 25-9, F.A.C. See Rule 25-30.037, F.A.C., for information about water and wastewater tariffs that are available and may be completed by the applicant and included in the application.

F) ACCOUNTING INFORMATION

1) Exhibit X - Provide the proposed net book value of the system as of the date of the proposed transfer, and a statement setting out the reasons for the inclusion of an acquisition adjustment, if one is requested. If rate base has been established by this Commission, provide the docket and the order number. In addition, provide a schedule of all subsequent changes to rate base.

   N/A - sold to Merritt Island Utility Company, Inc.

2) Exhibit X - Provide a statement from the buyer that it has obtained or will obtain copies of all of the federal income tax returns of the seller from the date the utility was first established or the rate base was last established by the Commission, whichever is later. If the tax returns have not been obtained, provide a description of the steps taken to obtain the tax returns.

   N/A - sold to Merritt Island Utility Company, Inc.

3) Exhibit X - Provide a statement regarding the disposition of outstanding regulatory assessment fees, fines, or refunds owed and which entity will be responsible for paying regulatory assessment fees and filing the annual report for the year of the transfer and subsequent years.

   Buyer is responsible for regulatory assessment fees beginning April 2016 through December 2016. Prior owner responsible for RAFs for remaining period. Sold to Merritt Island Utility - who will be responsible for RAF beginning 2017
4) Exhibit X - If the buyer currently owns other water or wastewater utilities that are regulated by this Commission, provide a schedule reflecting any economies of scale that are anticipated to be achieved within the next three years and the effect on rates for existing customers served by both the utility being purchased and the buyer’s other utilities.

N/A - sold to Merritt Island Utility Company, Inc.

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G) NOTICING REQUIREMENTS

Exhibit - X - Provide proof of noticing pursuant to Rule 25-30.030, F.A.C. This may be provided as a late-filed exhibit.

PART III

Please sign and date the utility's completed application.

APPLICATION SUBMITTED BY:

[Signature]

Applicant's Signature

[Signature]

Applicant's Name (Printed)

[Signature]

Applicant's Title

[Signature]

Date
EXHIBIT A
Rule 25-30.037 (2)(i)

A copy of the contract for sale and all auxiliary or supplemental agreements. If the sale, assignment, or transfer occurs prior to Commission approval, the contract shall include a provision stating that the contract is contingent upon Commission approval.

A copy of the Purchase and Sale Agreement; Escrow Agreement; and Quit Claim Bill of Sale, including attachments, by and between Colony Park Development Utilities and Colony Waste Services, LLC are attached hereto.
PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of the Effective Date, as hereinafter defined and between COLONY PARK DEVELOPMENT, LLC, a Florida limited liability company ("CPDU"), and COLONY PARK DEVELOPMENT UTILITIES, LLC, a Florida limited liability company ("CPDU") (CPDU may sometimes be referred to collectively as the "Buyer"). Buyer and Seller may sometimes collectively be referred to as the "Parties"). Buyer shall also mean the Permitted Assignee, as hereinafter defined.

WITNESSETH:

WHEREAS, Seller desires to sell the Property (as hereinafter defined) to Buyer, and Buyer desires to purchase the Property, as hereinafter defined, each of the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars in hand paid and the covenants and conditions of this Agreement, which the Parties stipulate to be good and sufficient consideration, the Parties agree as follows:

1. RECITALS. The Recitals to this Agreement are made a part hereof to the same extent as if fully set forth herein.

2. PROPERTY. The Property located in Brevard County, Florida to be transferred by Seller to Buyer under this Agreement is as follows:

A. The following real property (the "Real Property"):  

(i) that certain real property owned by CPU known as Parcel Id. 23-36-14-00-00513.0-00000.00 and consisting of approximately 27.24 acres, as more particularly described on Exhibit A-1.

(ii) that certain real property owned by CPDU (i) known as Parcel Id. 23-36-15-00-00757.0-00000.00 and consisting of approximately 1.84 acres, and (i) known as Parcel Id. 23-36-15-00-00751.0-00000.00 consisting of approximately 2.07 acres, all as more particularly described on Exhibit A-2.

B. Those certain mobile vehicles described under the Schedule of Certificates of Title set forth on Exhibit A-3 ("Mobile Homes"); and

C. The additional property, if any, described on Exhibit A-4 ("Additional Property").

The Real Property, the Mobile Homes and the Additional Property are together referred to herein as the "Property".

3. PURCHASE AND SALE.

A. Agreement of Purchase and Sale. Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to purchase the Property from Seller.

B. Purchase Price. Seller is to sell and Buyer is to purchase the Property for the amount of One Million Nine Hundred Thousand and 00/100 Dollars ($1,900,000) (the "Purchase Price"), as increased or decreased by pro-ration and adjustments as herein provided, shall be payable in full at Closing wire transfer of immediately available funds at Closing. The Purchase Price shall be allocated among the Seller's as follows: $1,632,500 to CPDU and $267,500 to CPDU.

C. Deposit. Within one (1) business day after the Effective Date of this Agreement, Buyer shall deposit in the trust account of John M. Cappeller, Jr., P.A. (the "Escrow Agent"), in accordance with the terms of the Escrow Agreement attached hereto as Exhibit B ("Escrow Agreement"), a sum equal Thirty Thousand and 00/100 Dollars ($30,000.00) (the "Initial Deposit") in good funds, by federal wire transfer. Buyer shall deposit the additional amount of Seventy Thousand and 00/100 Dollars ($70,000.00) (the "Additional Deposit") upon the expiration of the Inspection Period as a condition of this Agreement then remaining in full force and effect. The Initial Deposit and the Additional Deposit are together referred to herein as the "Deposit". The Escrow Agent shall hold the Deposit in a non-interest-bearing trust account in a federally insured financial institution in accordance with the terms and conditions of this Agreement and the terms and conditions of the Escrow Agreement attached hereto. The Deposit shall be distributed in accordance with the terms of this Agreement. The failure of Buyer to timely deliver the Initial
Deposit or the Additional Deposit hereunder shall be a default, and shall entitle Seller, at Seller’s sole option, to terminate this Agreement immediately.

4. TITLE AND SURVEY

A. Title Inspection Period. Within ten (10) days of the Effective Date, the Seller shall deliver to the Buyer the following: (i) a copy of the Seller’s prior title insurance policies for the Property; (ii) copies of the boundary surveys for the Property in possession of Seller, if any; Seller shall, at its sole cost and expense, obtain and deliver to Buyer, within fifteen (15) days following the Effective Date, a title commitment for the Real Property (“Title Commitment”) together with copies of all title exceptions listed in the Title Commitment. Promptly following the Closing, Seller shall, at its sole cost and expense, obtain and deliver to the Buyer, through Phillips, Cano, Shaker, Rubin & Pfister, P.A., as the closing agent (the “Closing Agent”), an owner’s final title policy, ALTA form 6-17-06 (with Florida modifications).

Buyer may, not later than five (5) days prior to the expiration of the Inspection Period, as hereafter defined, obtain and deliver to Seller a survey of the Real Property prepared by a licensed surveyor or engineer hired by Buyer and prepared in accordance with the minimum standards established by the State of Florida for surveyors and in accordance with the “Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys” (“Survey”), certified to the title company, Seller, Buyer, and Closing Agent.

Buyer shall have a period of ten (10) days following its receipt of the Title Commitment (“Title Inspection Period”) to review the Title Commitment and a period expiring five (5) days prior to the expiration of the Inspection Period (“Survey Inspection Period”) to review the Survey. Buyer shall notify Seller in writing (the “Title Notice”) prior to the expiration of the Title Inspection Period which exceptions to title if any, will not be accepted by Buyer. Buyer shall notify Seller in writing prior to the expiration of the Survey Inspection Period (the “Survey Notice”) which survey matters will not be accepted by Buyer.

If Buyer fails to notify Seller in writing of such disapproval of any exceptions to the Title Commitment or Survey by the expiration of the Title Inspection Period or Survey Inspection Period, as applicable, Buyer shall be conclusively deemed to have approved the condition of title to the Property and the Survey. If Buyer fails to timely obtain and deliver the Survey, then Buyer shall be deemed to have accepted that the “survey exception” will remain in the title policy to be issued under the Title Commitment. If Buyer delivers written notice to Seller that Buyer objects to any exceptions to the Title Commitment or Survey matters, Seller shall have five (5) days after receipt of the Title Notice or Survey Notice, as applicable, to notify Buyer (a) that Seller will remove such objectionable exceptions from title on or before the Closing; provided that Seller may extend the Closing for such period as shall be required to effect such cure, but not beyond fifteen (15) days; or (b) that Seller elects not to cause such exceptions to be removed. Seller is under no obligation to use extraordinary measures or to bring any legal actions or proceedings in order to convey title in accordance with Buyer’s Title Notice or to remedy any matters set forth in the Survey Notice.

If Seller fails to timely deliver written notice to Buyer of its election within said five (5) day period, Seller shall be deemed to have elected not to cure or remove the matters set forth in the Title Notice or Survey Notice, as applicable. In the event there are any title objections that would require extraordinary measures or legal action, Seller may, at Seller’s sole option, terminate this Agreement (subject, however, to Buyer’s right described hereafter to accept title to the Real Property subject to such objections). If Seller gives Buyer notice under clause (b) above or fails to timely respond to Buyer’s Title Notice or Survey Notice, Buyer shall have five (5) days in which to notify Seller that Buyer will nevertheless proceed with the purchase and take title to the Real Property subject to such exceptions, or that Buyer will terminate this Agreement.

If this Agreement is terminated pursuant to the foregoing provisions of this paragraph, the Deposit shall be returned to Buyer, neither party shall have any further rights or obligations hereunder (except for any indemnity and confidentiality obligations of either party pursuant to the other provisions of this Agreement), and each party shall bear its own costs incurred hereunder. If Buyer shall fail to timely deliver written notice to Seller of its election within said five-day period, Buyer shall be deemed to have elected to proceed with the purchase and take title to the Real Property subject to such exceptions.

At Closing, Seller shall convey and transfer to Buyer good, marketable and insurable simple title to the Real Property, subject to the matters set forth in the Title Notice and Survey Notice as resolved by this Paragraph 4.A, by execution and delivery of Special Warranty Deed. Each of Buyer and Seller acknowledge and agree that the time periods for notice and comment set forth in this Paragraph 4.A, may cause the date of Closing to extend beyond the scheduled Closing date in Paragraph 7.A hereof.

B. Permitted Exceptions. The Real Property shall be conveyed subject to the following matters which are hereinafter referred to as the “Permitted Exceptions” (i) the matters set forth in the Title Notice and Survey Notice as resolved by Paragraph 4.A; (ii) the lien of all ad valorem real estate taxes and assessments not yet due and payable as of the date of Closing, subject to adjustment as herein provided; (iii) local, state and federal laws, ordinances or governmental regulations, including but not limited to, building and zoning laws, ordinances and regulations, now or hereafter in effect relating to the Property; and (iv) items shown on the Survey and not objected to by Buyer or waived or deemed waived by Buyer in accordance with Paragraph 4.A, hereof.
5. REVIEW OF PROPERTY

A. Right of Inspection. Within ten (10) days of the Effective Date, Seller shall deliver to the Buyer copies of all certificates of title to mobile homes, rent rolls, leases, insurance policies, insurance claim tenant list, correspondence or other documents regarding code violations, open permits, litigation or disputes involving tenants, and other such papers or writings involving or concerning the operation and condition of the Property, in the possession of the Seller, which information Buyer shall treat as confidential documents. Buyer may also elect, after first making reasonable arrangements with the Seller, to examine such documents at the Seller’s office located at 4000 Hollywood Blvd., Suite 200-N, Hollywood, FL 33021 or the Real Property (depending upon where such documents may be located). During the period beginning upon the Effective Date and ending at 5:00 p.m. eastern standard or daylight saving time, as in use at such date, on the forty-fifth (45th) day following the Effective Date (the “Inspection Period”), Buyer shall have the right to make a physical inspection of the Property pursuant to the terms and conditions of this Agreement, and shall have the right to have a Phase I Environmental Report, prepared by a duly licensed and insured environmental inspector; said inspector shall provide a certificate of liability insurance, naming Seller as an additional insured prior to access to the Property.

In the event that Buyer’s Phase I Environmental Report concludes that a Phase II Inspection is warranted, then Buyer must obtain written consent from the Seller prior to commencing Phase II testing. Buyer understands and agrees that any on-site inspections of the Real Property shall occur at reasonable times agreed upon by Seller and Buyer after reasonable prior written notice to Seller, and as a condition to access to the Property of any third party inspector, Seller may require such third party inspector to deliver evidence of its liability insurance to Seller naming Seller as an additional insured. Seller reserves the right to have a representative present during any such inspections. Buyer shall restore the Real Property from the effect of any inspection activities to its condition existing prior to any such activity; such restoration shall be a condition to any return of the Deposit to Buyer.

Buyer, in Buyer’s sole and absolute discretion, may cancel this Agreement for any reason or no reason by delivery of written notice to Seller prior to the expiration of the Inspection Period, and shall receive a refund of the Deposit. Buyer agrees that it shall provide Seller with written notice naming its designated environmental consultant promptly following Buyer’s engagement, and shall provide Seller with a true and correct copies of all reports (“Environmental Reports”) issued by such consultant promptly following their issuance. In addition, during the Inspection Period, Buyer shall be permitted to examine the records of the Seller with respect to the Property including, without limitation, such books and records with respect to the operation of a sewer utility on a portion of the Real Property and leases with respect to the Real Property and Mobile Homes in the possession of the Seller.

B. Environmental Due Diligence and Environmental Requirements.

(1) "Environmental Law" means any federal, state, regional, or local (a) law, statute, ordinance, provision, regulation, rule, court order, judicial or administrative order, decision, determination decree, consent order, consent decree, consent agreement, or other legal requirement, (b) permit, license, registration, authorization, or approval, or (c) administrative policy, guideline, or standard required or imposed by a Governmental Authority (as hereinafter defined), whether now existing or hereinafter enacted, promulgated, issued, or ordered (including as they may be amended from time to time), and whether codified, common law, judicial, administrative, or quasi-administrative in nature, arising under, related to, or in connection with (i) protection or conservation of the outdoor environment (concerning any and all environmental media), public health, public safety or any Hazardous Substances (as hereinafter defined), (ii) the protection, conservation, or use of surface water, groundwater, or drinking water, or (iii) any other similar, analogous, or related subjects, laws, or environmental matters. For purposes of this definition, the term "Environmental Law" shall include but not be limited to the following: (A) the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251, et seq.); (B) the Solid Waste Disposal Act, including the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901, et seq.); (C) the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (42 U.S.C. § 9601 et seq.); (D) the Superfund Amendments and Reauthorization Act of 1986, as amended (codified in sections of 10 U.S.C., 29 U.S.C., and 42 U.S.C.); (E) the Federal Clean Air Act, as amended (42 U.S.C. § 7401, et seq.); (F) the Federal Insecticide, Fungicide, and Rodenticide Act, as amended (7 U.S.C. § 136, et seq.); (G) the Toxic Substances Control Act, as amended (15 U.S.C. § 2601, et seq.); (H) the Emergency Planning and Community Right-to-Know Act, as amended (42 U.S.C. § 11001, et seq.); (I) the Occupational Safety and Health Act, as amended (29 U.S.C. § 650, et seq.); (J) the Safe Drinking Water Act, as amended (21 U.S.C. § 301 and 300F, et seq.); (K) the National Environmental Policy Act, as amended (42 U.S.C. § 4321, et seq.); (L) the Hazardous Materials Transportation Act, as amended (49 U.S.C. § 1801, et seq.); (M) the Atomic Energy Act, as amended (42 U.S.C. § 2011, et seq.); (N) the Federal Food, Drug and Cosmetic Act, as amended (21 U.S.C. § 301, et seq.); (O) the Endangered Species Act (16 U.S.C. § 1531, et seq.); (P) any laws regulating the use of biological agents or substances including medical or infectious wastes; (Q) any environmental transfer laws that regulate the transfer of property; (R) Chapters 373, 376, and 403 of the Florida Statutes; and (S) as it relates to subsections (A) through (R) of this definition, any and all corresponding, implementing, or related rules, regulations, or requirements or any and all state or local laws, ordinances, and requirements that may be applicable, all as in effect on the date hereof and as may hereafter be amended from time to time.
(2) "Governmental Authority" means any local, regional, state, or federal governmental organization, department, entity, commission, board, bureau body, tribunal, court, subdivision, agency, or authority thereof, whether foreign or domestic.

(3) "Hazardous Substances" means (a) any chemicals, materials, elements, compounds, substances, or contaminants defined, classified, or regulated by any applicable Environmental Law or by any Governmental Authority, now, in the past, or in the future, including but not limited to as encompassed in the definition of "hazardous substances", "hazardous waste", "hazardous materials", "extremely hazardous wastes", "restricted hazardous wastes", "toxic substances", "toxic pollutants", "hazardous air pollutants", "pollutants", "contaminants", "contamination", "toxic chemicals", "petroleum", "petroleum products", "toxics", "hazardous chemicals", "extremely hazardous substances", "pesticides" or related materials; (b) any petroleum or petroleum products (including but not limited to gasoline and fuel additives, including MTBE and other oxygenates, typically added to gasoline or their degradation products), natural or synthetic gas, radioactive materials, asbestos containing materials, urea formaldehyde foam insulation, or radon; and (c) any other chemical material, substance, or contaminant exposure to which is prohibited, limited, or regulated by any Governmental Authority.

(4) Buyer acknowledges and agrees that any acceptance by Buyer of the condition of the Property at the expiration of the Inspections Period shall be deemed to reflect Buyer's acceptance of the physical condition, including its condition with respect to environmental and all other matters.

(5) Notwithstanding anything to the contrary in this Agreement between the Parties, Buyer is expressly prohibited from disclosing, either verbally or in writing, paper, or electronic formats, the results of any of Buyer's or of any third party's due diligence and testing in connection with the Property (collectively, "Due Diligence Information") to any Governmental Authority or, other than to Buyer's attorneys, consultants, engineers, architects, lenders, and insurers ("Authorized Disclosure Parties"), provided, however, that as a condition precedent to such disclosure, the Authorized Disclosure Parties shall agree in writing to maintain the confidentiality of any Due Diligence Information and to not disclose them to any Governmental Authority or other third party. Such written consent by a Buyer's Authorized Disclosure Party shall be provided to Seller prior to disclosure otherwise authorized herein of any Due Diligence Information by Buyer to a Buyer's Authorized Disclosure Party. To the extent that Buyer wishes to disclose any Due Diligence Information to a Governmental Authority or a third party that is not an Authorized Disclosure Party, Buyer shall submit a request in writing to Seller and Seller shall have the unilateral right in Seller's sole discretion to grant or withhold its consent.

(6) Buyer hereby INDUMNIFIES AND AGREES TO DEFEND AND HOLD SELLER AND SELLER'S PARENTS, SUBSIDIARIES, AND AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS (together, "Indemnities") harmless to the fullest extent allowed by the law, from and against any and all suits and claims, arising now, or in the future, that may be brought, asserted, or imposed against Seller or any Indemnities and from and against any and all losses, liabilities, fines, penalties, charges, costs, and expenses that Seller or any Indemnities may incur, whether based in tort, statute, ordinance, rule, regulation, common law, contract, or otherwise, caused by, related to) in connection with, or arising out of (together the "Indemnity Obligations") Buyer's environmental and geotechnical activities after the date of closing. Buyer's Indemnity Obligations shall not include liability for any Hazardous Materials existing on the Property as of the date hereof. The provisions of this Subparagraph (5) shall survive the Closing or any earlier termination of this Agreement.

6. FINANCING CONTINGENCY.

A. Application. Within five (5) days after the Effective Date, Buyer will apply for third party financing in an amount not to exceed 80% of the Purchase Price, with a fixed interest rate not to exceed the prevailing interest rate per year, for a term of year not to exceed thirty (30) years. Buyer will timely provide any and all credit, employment, financial and other information reasonably required by any lender. Buyer will use good faith and reasonable diligence to (i) obtain loan approval within forty-five (45) days from the Effective Date (the "Loan Approval Date"), satisfy terms and conditions of the loan approval, and (ii) close the loan. Buyer will keep Seller informed about the loan application status and authorizes the mortgage broker and lender to disclose such information to Seller and Broker. Buyer will notify Seller immediately upon obtaining financing or being rejected by a lender.

B. Cancellation. If Buyer, after using good faith and reasonable diligence, fails to obtain loan approval by the Loan Approval Date, Buyer may cancel the Agreement by delivery of written notice of cancellation to Seller on or before the Loan Approval Date, and shall receive a refund of the Deposit once it has provided Seller with a copy of the rejection letter. If Buyer does not cancel the Agreement in accordance with the preceding sentence, then Buyer shall be deemed to have waived this financing contingency.
7. CLOSING

A. Time and Place. The consummation of the transaction contemplated hereby (the "Closing") shall be held at the offices of Closing Agent on the fifteenth (15th) day following the expiration of the Inspection Period subject only, however, to any Phase II Extension or the provisions of Paragraph 5.A above. At Seller's or Buyer's option, the Closing shall be consummated through an escrow administered by Seller's Counsel pursuant to additional escrow instructions that are consistent with this Agreement. At the Closing, Seller and Buyer shall perform the obligations set forth in, respectively, in this Article 6, the performance of which obligations shall be concurrent conditions; provided that the Deed shall not be recorded until Seller receives confirmation that Seller or Seller's Counsel has received the full amount of the Purchase Price, adjusted by prorations as set forth herein. In such event, the Purchase Price and all closing documents shall be delivered in escrow to Seller's Counsel.

B. Seller's Obligations at Closing. At Closing, Seller shall:

1. deliver to the Closing Agent duly executed special warranty deeds collectively, the "Deed") in the form attached hereto as Exhibit C-1 and Exhibit C-2 conveying the Real Property, subject only to the Permitted Exceptions, and verification of legal descriptions;

2. deliver to Buyer such evidence as the Closing Agent may reasonably require as to the authority of the person or persons executing documents on behalf of Seller;

3. deliver to Buyer a certificate in the form attached hereto as Exhibit D-1 and Exhibit D-2 duly executed by Seller stating that Seller is not a "foreign person" as defined in the Federal Foreign Investment in Real Property Tax Act of 1980;

4. deliver such no lien and "gap" affidavits as may be customarily and reasonably required by the Title Company, in a form reasonably acceptable to Seller, and Buyer;

5. deliver to Buyer physical possession of the Real Property;

6. deliver to Buyer a quit claim bill of sale to the Mobile Homes and, to the extent that Seller has certificates of title to the Mobile Homes, then such certificates of title duly endorsed to Buyer;

7. deliver to Buyer a quit claim assignment of leases with respect to leases affecting the Real Property and any Mobile Homes;

8. deliver such additional documents as shall be reasonably required to consummate the transaction contemplated by this Agreement.

C. Buyer's Obligations at Closing. At Closing, Buyer shall:

1. pay to Seller the full amount of the Purchase Price (which amount shall include the Deposit), as increased or decreased by pro-rations and adjustments as herein provided, in immediately available wire transferred funds;

2. deliver to Seller such evidence as the Title Company may reasonably require as to the authority of the person or persons executing documents on behalf of Buyer;

3. deliver such affidavits as may be customarily and reasonably required by the Title Company, in a form reasonably acceptable to Buyer;

4. execute a closing statement acceptable to Buyer and Seller; and

5. deliver such additional documents as shall be reasonably required to consummate the transaction contemplated by this Agreement.

D. Credits and Prorations.

1. Buyer shall receive credit for all tenant security deposits and prepaid rents, and all income and expenses of the Property shall be apportioned as of 12:01 a.m., on the day of Closing, as if Buyer were vested with title to the Property during the entire day upon which Closing occurs. Subject to the provisions of this Paragraph 7.D., such prorated items shall include without limitation the following:

(a) taxes and assessments for the calendar year in which Closing occurs (including, without limitation, and to the extent applicable, condominium association, homeowners association, and Community Development
District assessments levied against the Property;

(b) utility charges for which Seller is liable, if any, such charges to be apportioned at
CLOSING on the basis of the most recent meter reading occurring prior to Closing (dated not more than fifteen (15) days prior to
Closing) or, if unmetered, on the basis of a current bill for each such utility;

c) any other operating expenses or other items pertaining to the Property which are
customarily prorated between a purchaser and a seller in the county in which the Property is located.

(2) Except as otherwise provided herein, any revenue or expense amount which cannot be
ascertained with certainty as of Closing shall be prorated on the basis of the parties' reasonable estimates of such amount, and shall be
the subject of a final proration six (6) months after Closing, or as soon thereafter as the precise amounts can
be ascertained. The provisions of this Paragraph 7.D. shall survive Closing.

E. Transaction Taxes and Closing Costs.

(1) Seller and Buyer shall execute such returns, questionnaires and other documents as shall be
required with regard to all applicable real property transaction taxes imposed by applicable federal, state or local law or
ordinance;

(2) Seller shall pay the fees of any counsel representing Seller in connection with this
transaction. Seller shall also pay the following costs and expenses:

(a) the fees for recording the Deed;

(b) the cost of (and recording costs for) any corrective instruments, releases,
terminations or other documents required to clear title to the Real Property for transfer to Buyer;

c) [Intentionally Omitted.]

d) the fee for the title examination and the premium for the Owner's Policy of Title
Insurance to be issued to Buyer in the amount of the Purchase Price promptly following Closing, but Buyer shall be
responsible for the cost of any endorsements thereto requested by Buyer; and

(e) documentary stamp taxes which becomes payable by reason of the transfer of the
Property.

(3) Buyer shall pay the fees of any counsel representing Buyer in connection
with this transaction. Buyer shall also pay the following costs and expenses:

(a) the costs associated with any financing which Buyer may use in closing this transaction,
including doc taxes, intangible taxes, recording costs; additional endorsements to the Owner Title Policy and the issuance of a Loan
Policy;

(b) the cost of the Survey;

(c) the costs of any title endorsements requested by Buyer

d) The cost of the esrow fee, if any; and

(e) the fees of Buyer's counsel.

(4) The value of any personal property or trade fixtures located at or on the Real Property is de
minimus and is included in this sale without charge;

(5) All costs and expenses incident to this transaction and the closing thereof; and not
specifically described above, shall be paid by the party incurring same; and

(6) The provisions of this Paragraph shall survive the Closing.

8. DEFAULT

A. Default by Buyer. In the event the sale of the Property as contemplated hereunder is not consummated
due to Buyer's default hereunder, Seller shall be entitled, as its sole remedy, to terminate this Agreement and receive the Deposit as
liquidated damages for the breach of this Agreement, it being agreed between the parties hereto that the actual damages to Seller in the event of such breach are impractical to ascertain and the amount of the Deposit is a reasonable estimate thereof.

B. Default by Seller. In the event the sale of the Property as contemplated hereunder is not consummated due to Seller's default hereunder, Buyer shall be entitled, as its sole remedy, either (a) to receive the return of the Deposit, which return shall operate to terminate this Agreement and release Seller from any and all liability hereunder, or (b) to enforce specific performance of Seller's obligation to convey the Property to Buyer in accordance with the terms of this Agreement. All obligations are in accordance with the terms of the contract. Buyer expressly waives its rights to seek damages in the event of Seller's default hereunder. If the sale of the Property is not consummated due to Seller's default hereunder, Buyer shall be deemed to have elected to terminate this Agreement and receive back the Deposit if Buyer fails to file suit for specific performance against Seller in a court having jurisdiction in the county and state in which the Property is located, on or before sixty (60) days following the date upon which Closing was to have occurred.

C. Recoverable Damages. Notwithstanding Paragraph 3.A. and 3.B. hereof, in no event shall the provisions of Paragraphs 3.A. and 3.B. limit the damages recoverable by either party against the other party due to the other party's obligation to indemnify such party in accordance with this Agreement. This Paragraph shall survive the Closing or the earlier termination of this Agreement.

9. RISK OF LOSS

A. Minor Damage or Condemnation. In the event of loss or damage to, or condemnation of, the Property or any portion thereof which is not Major (as hereinafter defined), this Agreement shall remain in full force and effect provided that Seller, at Seller's option, either (a) perform any necessary repairs or (b) assign to Buyer, without representation, warranty or recourse to Seller, all of Seller's right, title and interest in and to any claims and proceeds Seller may have with respect to any casualty insurance policies or condemnation awards relating to the premises in question. In the event that Seller elects to perform repairs upon the Property, Seller shall use reasonable efforts to complete such repairs promptly and the date of Closing shall be extended a reasonable time (not to exceed 90 days) in order to allow for the completion of such repairs. If Seller elects to assign a casualty claim to Buyer, the Purchase Price shall be reduced by an amount equal to the lesser of the deductible amount under Seller's insurance policy or the cost of such repairs as determined in accordance with Paragraph 9.C. hereof. Upon Closing, full risk of loss with respect to the Property shall pass to Buyer.

B. Major Damage. In the event of a "Major" loss or damage to, or condemnation of, the Property or any portion thereof, either Seller or Buyer may terminate this Agreement by written notice to the other party, in which event the Deposit shall be returned to Buyer. If neither Seller nor Buyer elects to terminate this Agreement within ten (10) days after Seller sends Buyer written notice of the occurrence of such Major loss, damage or condemnation (which notice shall state the cost of repair or restoration thereof and the estimated time period to complete such repairs as opined by an architect in accordance with Paragraph 9.C. hereof), then Seller and Buyer shall be deemed to have elected to proceed with Closing, in which event Seller shall, at Seller's option, either (a) perform any necessary repairs, or (b) assign to Buyer, without representation, warranty or recourse to Seller, all of Seller's right, title and interest in and to any claims and proceeds Seller may have with respect to any casualty insurance policies or condemnation awards relating to the premises in question. In the event that Seller elects to perform repairs upon the Property, Seller shall use reasonable efforts to complete such repairs promptly and the date of Closing shall be extended a reasonable time (not to exceed 90 days) in order to allow for the completion of such repairs. If Seller elects to assign a casualty claim to Buyer, the Purchase Price shall be reduced by an amount equal to the lesser of the deductible amount under Seller's insurance policy or the cost of such repairs as determined in accordance with Paragraph 9.C. hereof. Upon Closing, full risk of loss with respect to the Property shall pass to Buyer.

C. Definition of "Major" Loss or Damage. For purposes of Paragraphs 9.A. and 9.B., "Major" loss, damage or condemnation refers to the following: (a) loss or damage to the Property hereof such that the cost of repairing or restoring the premises in question to substantially the same condition which existed prior to the event of damage would be, in the opinion of an architect selected by Seller and reasonably approved by Buyer, equal to or greater than forty percent (40%) of the cost of the Property and (b) any loss due to a condemnation which permanently and materially impairs the Buyer's proposed use of the Property. If Buyer does not give written notice to Seller of Buyer's reasons for disapproving an architect within five (5) business days after receipt of notice of the proposed architect, Buyer shall be deemed to have approved the architect selected by Seller.

10. COMMISSIONS. With respect to the transactions contemplated by this Agreement, each of Buyer and Seller represent that the only brokerage involved in the listing agent, Capstone Florida LLC d/b/a/ Capstone Apartment Partners (the "Broker"). The Broker shall be compensated by Seller through a separate listing agreement. Each party hereto agrees that if
any person or entity (other than the Broker) makes a claim for brokerage commissions or finder's fees related to the sale of the Property by Seller to Buyer, and such claim is made by, through or on account of any acts or alleged acts of said party or its representatives, said party will protect, indemnify, defend and hold the other party free and harmless from and against any and all loss, liability, cost, damage and expense (including reasonable attorneys' fees) in connection therewith.

11. DISCLAIMERS AND WAIVERS

A. Reliance on Documents. Provided Seller, through gross negligence or willful misconduct, has not made any misrepresentation to Buyer, then Buyer acknowledges and agrees that all materials, data and information delivered or given by Seller to Buyer in connection with the transaction contemplated hereby are provided to Buyer as a convenience only and that any reliance on or use of such materials, data or information by Buyer shall be at the sole risk of Buyer. Neither Seller, nor any affiliate of Seller, nor the person or entity which prepared any report or reports delivered by Seller to Buyer shall have any liability to Buyer for any inaccuracy in or omission from any such reports.

B. AS-IS SALE; DISCLAIMERS.

(1) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR AS TO THE PHYSICAL, STRUCTURAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY OR ITS COMPLIANCE WITH LAWS.

(2) BUYER ACKNOWLEDGES AND AGREES THAT UPON CLOSING SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS". BUYER HAS NOT RELIED AND WILL NOT RELY ON, AND SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO (INCLUDING SPECIFICALLY, WITHOUT LIMITATION, OFFERING PACKAGES DISTRIBUTED WITH RESPECT TO THE PROPERTY MADE OR FURNISHED BY SELLER, THE MANAGERS OF THE PROPERTY, OR ANY REAL ESTATE BROKER OR AGENT REPRESENATING OR PURPORTING TO REPRESENT SELLER, TO WHOMSOEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALY OR IN WRITING, UNLESS SPECIFICALLY SET FORTH IN THIS AGREEMENT. BUYER ALSO ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE PROPERTY IS BEING SOLD "AS IS."

(3) BUYER REPRESENTS TO SELLER THAT BUYER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS BUYER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO, OTHER THAN SUCH REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER AS ARE EXPRESSLY SET FORTH IN THIS AGREEMENT. UPON CLOSING, BUYER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, CONSTRUCTION DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY BUYER'S INVESTIGATIONS, AND BUYER, UPON CLOSING, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED SELLER (AND SELLER'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH BUYER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER (AND SELLER'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS) AT ANY TIME BY REASON OF OR ARISING OUT OF THE PHYSICAL AND ENVIRONMENTAL CONDITIONS OF THE LAND OR IMPROVEMENTS, ANY LATENT OR PATENT CONSTRUCTION DEFECTS, VIOLATIONS OF ANY APPLICABLE LAWS AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY. NOTWITHSTANDING THE IMMEDIATELY PRECEDING SENTENCE,
BUYER SHALL NOT BE DEEMED TO HAVE WAIVED, RELINQUISHED OR RELEASED SELLER FROM ANY CLAIMS MADE BY THIRD PARTIES RELATING TO SELLER'S ACTIONS OR RELATING TO SELLER'S PERIOD OF OWNERSHIP OF THE PROPERTY.

(4) BUYER ACKNOWLEDGES THAT SELLER OBTAINED TITLE TO THE PROPERTY BY RECEIVING A SPECIAL WARRANTY DEED FROM A PARTY THAT RECEIVED A CERTIFICATE OF TITLE AFTER FORECLOSURE.

(5) BUYER HEREBY ACKNOWLEDGES THAT IT HAS BEEN BUYER'S RIGHT AND RESPONSIBILITY, PRIOR TO OR FOLLOWING THE DATE OF THIS AGREEMENT, TO OBTAIN ANY AND ALL INSPECTION REPORTS WHICH BUYER DESIRES IN ORDER TO DETERMINE THE CONDITION OF THE PROPERTY AND THE IMPROVEMENTS THERETO, INCLUDING, BUT NOT LIMITED TO, THE STRUCTURAL COMPONENTS, HEATING/AIR CONDITIONING, ROOF, FOUNDATIONS, SOIL, SEPTIC AND/OR SEWAGE SYSTEMS, PLUMBING, ELECTRICAL SYSTEMS, UTILITIES, AND SUITABILITY FOR USE OF THE PROPERTY, AND TO DETERMINE THE PRESENCE OF ANY TOXIC OR HAZARDOUS SUBSTANCES ON THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, RADON, ASPEROS, LEAD PAINT, MOLD OR ANY OTHER FACTORS THAT WOULD RENDER THE PROPERTY UNINHABITABLE OR DANGEROUS TO THE HEALTH OF THE OCCUPANTS OR OTHERWISE NOT IN COMPLIANCE WITH ANY LAW OR REGULATION, OR ANY OTHER FACTORS REGARDING THE PROPERTY ABOUT WHICH THE BUYER MAY BE CONCERNED. IF BUYER FAILS TO INSPECT THE PROPERTY, SUCH FAILURE SHALL NOT ALTER OR IMPEDE THE UNDERSTANDING AND AGREEMENT BETWEEN THE SELLER AND BUYER AS SET FORTH IN THIS AGREEMENT. THE FOREGOING DOES NOT, HOWEVER, RELEASE SELLER FROM ANY FRAUD BY SELLER IN PROVIDING THE DOCUMENTS AND COMMUNICATIONS REQUIRED UNDER THIS AGREEMENT AND AT CLOSING.

(6) SELLER DOES NOT WARRANT OR REPRESENT THAT THE PROPERTY OR ANY ALTERATIONS OR ADDITIONS WHICH MAY HAVE BEEN MADE TO THE PROPERTY CONFORM TO LOCAL BUILDING CODES, ZONING REGULATIONS OR ANY OTHER APPLICABLE LAWS, RULES OR REGULATIONS. SELLER ACKNOWLEDGES THAT IT IS ITS RIGHT AND RESPONSIBILITY TO PERFORM ANY AND ALL MUNICIPAL LIEN SEARCHES WHICH PURCHASER DESIRES TO DETERMINE IF THE PROPERTY IS IN COMPLIANCE WITH ALL BUILDING AND ZONING CODES AND OTHER APPLICABLE LAWS, RULES OR REGULATIONS. SELLER SHALL BE UNDER NO OBLIGATION TO BRING THE PROPERTY INTO COMPLIANCE WITH ANY SUCH CODES, LAWS, RULES OR REGULATIONS, NOR TO CLOSE OUT ANY OPEN PERMITS OR RESOLVE ANY OUTSTANDING CODE VIOLATIONS. NO INSPECTION MAY BE MADE BY ANY BUILDING OR ZONING INSPECTOR OR GOVERNMENT EMPLOYEE WITHOUT THE PRIOR WRITTEN CONSENT OF THE SELLER.

(7) Notwithstanding anything contained in the Agreement to the contrary, Seller does not disclaim and Buyer does not waive any covenant, warranty or representation herein concerning title to the Real Property or the personal property. Buyer acknowledges that Seller shall have no liability for any claim or losses Buyer or Buyer's successors and/or assignees may incur as a result of any condition or defect which may now or hereafter exist with respect to the Additional Property. Any Bill of Sale provided at Closing shall be expressly subject to this provision, which shall survive Closing.

C. Survival. The provisions of this Paragraph 11 shall survive Closing or any termination of this Agreement.

12. MISCELLANEOUS

A. Confidentiality; Public Disclosure. Buyer and its representatives shall hold in strictest confidence all data and information obtained with respect to Seller or its business, obtained in connection the transaction contemplated hereby, whether before or after the execution and delivery of this Agreement, and shall not disclose the same to others; provided, however, that it is understood and agreed that Buyer may disclose such data and information to the trustees, employees, lenders, consultants, accountants and attorneys of Buyer provided that such persons agree to treat such data and information confidentially. In the event this Agreement is terminated or Buyer fails to perform hereunder, Buyer shall promptly return to Seller any statements, documents, schedules, exhibits or other written information obtained from Seller in connection with this Agreement or the transaction contemplated herein. In the event of a breach or threatened breach by Buyer or its agents or representatives of this Paragraph 12A, Seller shall be entitled to an injunction restraining Buyer or its agents or representatives from disclosing, in whole or in part, such confidential information. Nothing herein shall be construed as prohibiting Seller from pursuing any other available remedy at law or in equity for such breach or threatened breach. The foregoing confidentiality provisions shall not survive the Closing but shall survive any termination of this Agreement for a period of twenty-four (24) months.

[Signature]
Prior to and after the Closing, any press release or other public announcement of information with respect to the sale contemplated herein or any matters set forth in this Agreement will be made only in the form approved by Buyer and Seller. The foregoing provision of this Paragraph 12.A. shall survive the Closing or any termination of this Agreement.

B. Assignment. Subject to the provisions of this Paragraph 12.B., the terms and provisions of this Agreement are to apply to and bind the permitted successors and assigns of the parties hereto. Buyer shall have the one time right to assign its right, title and interest in and to this Agreement to an entity controlling, controlled by or under common control with the named Buyer (the "Permitted Assignee") before the Closing Date (each, an "Assignee"). Otherwise, Buyer may not assign its rights under this Agreement without first obtaining Seller's written approval, which approval may be given or withheld in Seller's sole discretion, and any such attempted assignment without Seller's prior written approval shall be null and void. Notwithstanding the foregoing under no circumstances shall Buyer have the right to assign this Agreement in any manner that is not in compliance with laws, rules and regulations of any governmental authority having jurisdiction thereof (including, but not limited to, the US Department of Treasury Office of Foreign Assets Control ("OFAC") and the US Patriot Act ("Patriot Act")). The provisions of this Section 12.B. with respect to OFAC and the Patriot Act shall survive the Closing or any termination of this Agreement. Any transfer, directly or indirectly, of any stock, partnership interest or other ownership interest in Buyer shall constitute an assignment of this Agreement.

C. Notices. Any notice pursuant to this Agreement shall be given in writing by (a) personal delivery, (b) reputable overnight delivery service with proof of delivery, or (c) United States Mail, postage prepaid, registered or certified mail return receipt requested sent to the intended addressees at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given upon receipt or refusal to accept delivery. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Agreement shall be as follows:


If to Buyer: Cypress Strand Properties LLC 650 S. Courtenay Pkwy Merritt Island, FL 32952

If to Escrow Agent: John M. Cappeller, Jr., P.A. 350 Camino Gardens Blvd. #303 Boca Raton, FL 33432 Attn: John M. Cappeller, Jr., Esq.

D. Modifications; Entire Agreement. This Agreement cannot be changed orally, and no executory agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such executory agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought. This Agreement, including the exhibits and schedules hereto, contains the entire agreement between the parties hereto pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the parties pertaining to such subject matter, other than any confidentiality agreement executed by Buyer in connection with the Property.

E. Counterparts; Severability. This Agreement may be executed in counterparts, all such executed counterparts shall constitute the same agreement) and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect; provided that the invalidity or unenforceability of such provision does not materially adversely affect the benefits accruing to any promptly hereunder.

F. Signatures. In order to expedite the transaction contemplated herein, telecopied signatures may be used in place of original signatures on this Agreement. In addition, in order to expedite the transaction contemplated herein, signatures that are transmitted as attachments to electronic mail messages may be used in place or original signatures to this
Agreement. Seller and Buyer intend to be bound by the signatures on the telecopied document and/or the document transmitted by electronic mail, are aware that the other party will rely on such signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

G. Applicable Law; Venue; Jurisdiction; Waiver of Jury Trial. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Buyer and Seller consent to the jurisdiction of the State courts located in Broward County, Florida, and waive any right of removal to federal court. Buyer and Seller agree that the provisions of this Paragraph 12.G. shall survive the Closing or any termination of this Agreement. Buyer and Seller each voluntarily and knowingly waive the right to trial by jury in connection with any claim or controversy related to or arising under this Agreement including, without limitation any action with respect to the Deposit.

H. No Third-Party Beneficiary. The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Buyer only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.

I. Captions; Construction; Recordation. The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose to limit or define the text of any section or any subsection hereof. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafter party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto. This Agreement may not be recorded by any party hereto without the prior written consent of the other party hereto. The provisions of this Paragraph 12.I shall survive the Closing or any termination of this Agreement.

J. Intentionally deleted.

K. 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 public health department.

L. Time Frames; Time; Effective Date. All time frames of less than 5 days shall be calculated in business days. All other time frames shall be calculated in calendar days. Time is of the essence of all time periods set forth in this Agreement. The "Effective Date" of this Agreement is the last day on which it has been executed by Buyer and Seller.

M. Insurance. Upon closing, Seller shall be relieved of all responsibility and liability for maintaining hazard, flood and/or windstorm insurance on the Property. All Insurance policies will be terminated by Seller immediately upon Closing. Buyer will be responsible for obtaining its own insurance as of the Closing Date.

N. Locks and Utilities. Buyer shall be responsible for the installation of new locks and transferring all utilities for the Property immediately after the closing. Buyer shall hold Seller, its representatives and agents harmless from any and all damages, claims, losses, liabilities, costs, injuries and fees of every kind and nature that may be made as a result of Buyer's failure to install new locks or transfer utilities.

O. OFAC Requirements.

a. Buyer hereby represents and warrants that Buyer is not in violation of any Anti-Terrorism Law, and that, as of the date hereof:

i. Buyer is not conducting any business or engaging in any transaction or dealing with any Prohibited Person, including the making or receiving of any contribution of funds, goods or services to or for the benefit of any Prohibited Person;

ii. Buyer is not dealing in, or otherwise engaging in any transaction relating to, any property or interest in property blocked pursuant to Executive Order No. 13224;

iii. Buyer is not engaging in or conspiring to engage in any transaction that evades, or attempts to evade, any of the prohibitions set forth in any Anti-Terrorism Law;

iv. Neither Buyer nor any of its affiliates, officers, directors, shareholders, members or
lease guarantor, as applicable, is a Prohibited Person. Neither Buyer nor any holder of any direct or indirect equitable legal or beneficial interest in Buyer is the subject of any law blocking or prohibiting transactions with such person, including the USA Patriot Act. Without limiting the foregoing, Buyer does not engage in any dealings or transactions, and is not otherwise associated with any such persons or entities or any "forbidden entity" (as defined in Illinois Public Act 094-0079), including the governments of Cuba, Iran, North Korea, Myanmar and Syria.

b. If at any time any of those representations becomes false, then it shall be considered a material default under this Agreement, and Seller may at its option, terminate the Agreement and refund the Deposit to Buyer.

c. As used herein, "Anti-Terrorism Law" is defined as any law relating to terrorism, anti-terrorism, money-laundering or anti-money laundering activities, including without limitation the United States Bank Secrecy Act, the United States Money Laundering Control Act of 1986, Executive Order No. 13224, and Title 3 of the USA Patriot Act, and any regulations promulgated under any of them. As used herein "Executive Order No. 13224" is defined as Executive Order No. 13224 on Terrorist Financing effective September 24, 2001, and relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism as may be amended from time to time, "Prohibited Person" is defined as (i) a person or entity that is listed in the Annex to Executive Order No. 13224, or a person or entity owned or controlled by an entity that is listed in the Annex to Executive Order No. 13224; (ii) a person or entity with whom Landlord is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; or (iii) a person or entity that is defined as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, http://www.treas.gov/ofac/isdn.pdf or at any replacement website or other official publication of such list. "USA Patriot Act" is defined as the "Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001" (Public Law 107-56), as may be amended from time to time.

d. Buyer represents and warrants that neither Buyer nor any holder of any direct or indirect equitable, legal or beneficial interest in Buyer is the subject of any law blocking or prohibiting transactions with such person, including the USA Patriot Act. Without limiting the foregoing, Buyer does not engage in any dealings or transactions, and is not otherwise associated with any such persons or entities or any "forbidden entity" (as defined in Illinois Public Act 094-0079), including the governments of Cuba, Iran, North Korea, Myanmar and Syria. Buyer agrees to recertify this Paragraph O at Closing.

P. Non-Affiliation. Buyer represents and warrants that it is not now nor has it previously been related or affiliated in any manner with the prior owners of the Property nor has Buyer entered into any arrangement, understanding or contract, formal or informal, with the prior owners of the Property in order to obtain the Property on behalf of such prior owners of the Property at a reduced value. Further, Buyer represents and warrants that Buyer and the former owners of the Property do not and will not have any other contracts, agreements, understandings or arrangements for the sale of realty or personality to or from the Buyer by, to or from the former owners of the Property now or in the future. Buyer agrees to recertify this Paragraph I.P. as and a condition of Closing and, if the foregoing representations and warranties are not so recertified, then Seller shall be permitted to terminate this Agreement and retain the Deposit as liquidated damages for Buyer's default.

[Signature Page to Follow]
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

BUYER:
CYPRESS STRAND PROPERTIES LLC,
a Florida limited liability company
By: ________________________________
Name: ________________________________
Title: ________________________________
Date: January 27, 2016

SELLER:
COLONY PARK DEVELOPMENT, LLC,
a Florida limited liability company
By: ________________________________
Name: Gary Phillips
Title: Manager
Date: January 27, 2016

COLONY PARK DEVELOPMENT UTILITIES, LLC,
a Florida limited liability company
By: ________________________________
Name: Gary Phillips
Title: Manager
Date: January 27, 2016
EXHIBIT A-1
Real Property Owned by CPD

ORB 2671, Page 1135: That part of the SW 1/4 of the SW 1/4 less the South 1/4 of the SW 1/4 of Section 14, Township 23 South, Range 36 East and being more particularly described as follows:

Begin at the SW corner of the aforesaid parcel; thence run N 00 degrees 39' 04" W, along the West line of said parcel a distance of 947.96 feet; thence run N 87 degrees 05' 16" E a distance of 710.58 feet; thence run N 00 degrees 48' 54" W a distance of 10.00 feet to the North line of said parcel; thence run N 89 degrees 11' 00" E along the North line of said parcel a distance of 569.57 feet; thence run S 02 degrees 00' 25" E a distance of 985.11 feet to a point on the South line of said parcel; thence S 89 degrees 13' 32" W along the South line of said parcel a distance of 1302.88 feet to the Point of Beginning. LESS the following described parcels: Lots 32 thru 35, Colony Park North, Unit No. 2, described in Plat Book 24, Page 74; Tax Parcel 514 (ORB 2207, Page 106); Tax Parcel 517 (ORB 1068, Page 443 except ORB 1329, Page 901); and the Right of Way of Whaley Road, Public Records of Brevard County, Florida.

Also described as Parcels 1, 2 and 3:

Parcel 1:

Commence at the Southwest corner of Section 14, Township 23 South, Range 36 East; thence N 00 degrees 39' 04" W along the West line of said Section 14, a distance of 327.99 feet; thence N 89 degrees 13' 32" E a distance of 30.00 feet to the Point of Beginning; thence N 00 degrees 39' 04" W and parallel to the said West line of Section 14 a distance of 440.00 feet; thence N 89 degrees 13' 32" E a distance of 268.89 feet; thence S 02 degrees 00' 25" E a distance of 150.02 feet; thence N 89 degrees 13' 32" E a distance of 392.50 feet; thence S 02 degrees 00' 25" E a distance of 100.02 feet; thence S 89 degrees 13' 32" W a distance of 4.35 feet; thence S 00 degrees 46' 28" E a distance of 190.00 feet; thence S 89 degrees 13' 32" W a distance of 663.58 feet to the Point of Beginning; Said parcel lying in the Southwest Quarter (SW 1/4) of said Section 14, Brevard County, Florida.

Parcel 2:

Parcel of land lying in Section 14, Township 23 South, Range 36 East, Brevard, County, Florida, being more particularly described as follows: The following described lands less the West 72 feet thereof: Commence at the Southwest corner of said Section and run N 00 degrees 39' 04" W along the West line of said Section a distance of 327.99 feet; thence N 89 degrees 13' 32" E, a distance of 30.00 feet; thence N 00 degrees 39' 04" W, parallel with said West line a distance of 440.00 feet to a Point of Beginning; thence N 89 degrees 13' 32" E, a distance of 268.89 feet; thence S 02 degrees 00' 25" E, a distance of 150.02 feet; thence N 89 degrees 13' 32" E, a distance of 392.50 feet; thence N 02 degrees 00' 25" W, a distance of 100.02 feet; thence N 00 degrees 46' 28" W, a distance of 150.00 feet; thence S 89 degrees 13' 32" W, a distance of 372.24 feet; thence S 86 degrees 54' 04" W, a distance of 50.05 feet; thence S 89 degrees 20' 56" W, a distance of 240.00 feet; thence S 00 degrees 39' 04" E, a distance of 98.31 feet to the Point of Beginning.

Parcel 3:

That part of the SW 1/4 of the SW 1/4 less the South 1/4 of the SW 1/4 of Section 14, Township 23 South, Range 36 East and being more particularly described as follows:

Begin at the SW corner of the aforesaid parcel; thence run N 00 degrees 39' 04" W, along the West line of said parcel a distance of 947.96 feet; thence run N 87 degrees 05' 16" E a distance of 710.58 feet; thence run N 00 degrees 48' 54" W a distance of 10.00 feet to the North line of said parcel; thence run N 89 degrees 11' 00" E along the North line of said parcel a distance of 569.57 feet; thence run S 02 degrees 00' 25" E a distance of 985.11 feet to a point on the South line of said parcel; thence S 89 degrees 13' 32" W along the South line of said parcel a distance of 1302.88 feet to the Point of Beginning. LESS the West 170 feet of the North 400.47 feet thereof, and, except that part of the aforesaid lands conveyed by Esther E. Baker by deed dated March 29, 1973 and recorded in ORB Book 1329, Page 901, Public Records of Brevard County, Florida.
EXHIBIT A-2

Real Property Owned by CPDU

A parcel of land lying in Section 15, Township 23 South, Range 36 East, Brevard County, Florida, lying adjacent to and South of Colony Park, Section 3, according to the Plat thereof as recorded in Plat Book 20, Page 107, Public Records of Brevard County, Florida, and being more particularly described as follows:

Commence at the S.E. Corner of said Section 15 and run S. 87 degrees 45' 45" W. along the South line of said Section a distance of 958.38 feet for a Point of Beginning of this description; thence continue S. 87 degrees 45' 45" W. along said South line, 250.00 feet; thence N. 2 degrees 14' 15" W., 312.50 feet to the Southwest corner of the aforementioned Colony Park, Section 3; thence along the South line of said subdivision the following courses and distances: N 87 degrees 45' 45" E., 100.0 feet; N. 2 degrees 14' 15" W., 62.30 feet; N. 87 degrees 45' 45" E., 50.00 feet; S. 2 degrees 14' 15" E., 75.0 feet; N. 87 degrees 45' 45" E. 100.0 feet; thence leaving said South line run S. 2 degrees 14' 15" E., 300.0 feet to the Point of Beginning;

AND

A parcel of land lying in Section 15, Township 23 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 15, and run S. 87 degrees 45' 45" W., along the South line of said Section, a distance of 638.38 feet to the Southwest corner of COLONY PARK, SECTION 2, recorded in Plat Book 20, Page 18, Public Records of Brevard County, Florida, the Point of Beginning; thence continue S. 87 degrees 45' 45" W., along said South line, a distance of 300.00 feet; thence N. 02 degrees 14' 15" W., along the East line of lands described in Official Records Book 1474, Page 1036, a distance of 300.0 feet to a point on the South line of COLONY PARK, SECTION 3, recorded in Plat Book 20, Page 107; thence N. 87 degrees 45' 45" E., along said South line, a distance of 300.0 feet to a point on the West line of aforementioned COLONY PARK, SECTION 2; thence S. 02 degrees 14' 15" E., along said West line, a distance of 300.0 feet to the Point of Beginning.
EXHIBIT A-3

Mobile Homes

See attached.
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Exhibit A-4
Additional Property, IF ANY

1. Any and all easements, rights-of-way, gores of land, streets, ways, alleys, passages, sewer rights, air rights, water, water stock, water rights, titles, interests, privileges, tenements, hereditaments and appurtenances whatsoever, if any, in any way belonging, relating or appertaining to any of the Property, and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Grantor of, in and to the same, if any.

2. All right, title, and interest of the Grantor, if any, in and to the land lying in the bed of any streets, roads, or avenues, opened, or proposed, in front of or adjoining the Property, and in and to the appurtenances thereto.
EXHIBIT B
ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("Escrow Agreement") is entered into as of the __ day of ____________, 2016, by and between COLONY PARK DEVELOPMENT, LLC, a Florida limited liability company ("CPD"), and COLONY PARK DEVELOPMENT UTILITIES, LLC, a Florida limited liability company ("CPDU") (CPD and CPDU may sometimes be referred to collectively as the "Seller"), CYPRESS STRAND PROPERTIES LLC, a Florida limited liability company ("Buyer"), and John M. Cappeller, Jr., P.A., a Florida professional association ("Escrow Agent").

RECITALS:

A. Buyer and Seller entered into a Purchase and Sale Agreement dated __________, 2016 ("Purchase Agreement") pertaining to real estate located Brevard, Florida, commonly known as "Colony Park".

B. The Purchase Agreement provides that Buyer shall deposit with Escrow Agent the sum of Thirty Thousand Dollars ($30,000.00) which funds shall be held in accordance with the terms of this Escrow Agreement and the Purchase Agreement (the "Deposit"). The Purchase Agreement also provides that Buyer shall place the additional amount of Seventy Thousand Dollars ($70,000.00) on deposit with Escrow Agent upon the expiration of the Inspection Period.

Now, therefore, for and in consideration of the mutual covenants herein contained and other good and valuable consideration each paid to the other, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitations, Definitions and Conflicts. Buyer and Seller each confirm that the recitals set forth above are true and correct. Capitalized terms not defined herein shall have the meanings ascribed thereto in the Purchase Agreement.

   To the extent that any conflict exists between the terms and provisions of the Purchase Agreement and this Escrow Agreement, the terms and provisions of this Escrow Agreement shall govern and prevail. Buyer and Seller acknowledge that Escrow Agent is not a party to the Purchase Agreement. Buyer and Seller agree that the sole duties, responsibilities and liabilities of the Escrow Agent in connection with the Deposit and the subject transaction are limited to those expressly set forth in this Escrow Agreement, and not those contained in the Purchase Agreement.

2. General Terms of Escrow. Escrow Agent agrees to act as escrow agent in accordance with the provisions of this Escrow Agreement. The Deposit shall be paid to Escrow Agent in the form of wire transfer and shall be wired to the following account:

ACCOUNT NAME: JOHN M. CAPPELLER JR., P.A.

WIRE TO: Comerica Bank
Boca Raton, FL 33431

FOR CREDIT TO: JOHN M. CAPPELLER, JR., P.A.
d/b/a CAPPELLER LAW
350 Camino Gardens Blvd., #303
Boca Raton, Florida 33432
IOTA TRUST ACCOUNT
Upon receipt of any Deposit, Escrow Agent shall provide Buyer and Seller with notice thereof.

The Deposit shall be held in a non-interest bearing account, and shall be deposited to and held in Escrow Agent's general trust account maintained at Comerica Bank, NA.

3. Financial Institutions - Escrow Account. Notwithstanding the Escrow Agent's acquiescence in the selection of the financial institution at which the escrow account is maintained, Escrow Agent shall not be responsible or liable for: (a) any failure on the part of the financial institution at which the account is maintained; (b) any inability or failure of said financial institution to deliver the Deposit or any portion thereof when required by this Escrow Agreement; or (c) any matters beyond the direct and exclusive control of Escrow Agent.

By execution of this Escrow Agreement, the parties acknowledge that they are aware that the FDIC coverage applies only to a cumulative maximum amount of: (a) $250,000 until December 31, 2009; or (b) $100,000 beginning January 1, 2010 (pursuant to the Emergency Stabilization Act) for each individual depositor for all of depositor's accounts at the same, or related institution. Buyer and Seller understand and agree that Escrow Agent assumes no responsibility for, nor will be held liable for, any loss arising from the fact that the amount of the above account may cause the aggregate amount of any individual depositor to exceed: (a) $250,000 until December 31, 2009; or (b) $100,000 beginning January 1, 2010 and that any excess amount is not insured by FDIC. Said parties further understand that FDIC insurance is not available on certain types of bank instruments, including, but not limited to, repurchase agreements, letters of credit, and other instruments.

The Escrow Agent shall not be responsible for: (i) loss diminution in value or failure to achieve a greater profit as a result of the investment of the Deposit; (ii) maintaining the value of any investment or providing investment counseling; and (iii) bank charges or service fees.

The parties acknowledge that if funds are invested in an interest-bearing account pursuant to paragraph 2. B. above, and Escrow Agent is directed to place the invested funds into a general escrow account for disbursement and is later instructed to re-invest those funds on the same business day, Escrow Agent shall not be responsible for any loss of interest due to its inability to reinvest the funds on the same business day.

4. Disbursement of Deposit at Closing. Escrow Agent shall disburse the Deposit, together with any additional funds received by the Escrow Agent incidental to the transaction in strict compliance with a written authorization on and direction ("Disbursing Authorization") signed by Buyer and Seller provided, however, the Escrow Agent cannot be required to disburse the Deposit on the same day that the Disbursing Authorization is received by Escrow Agent unless the Disbursing Authorization is received by Escrow Agent: (i) prior to 11:00 P.M. EST (Invested funds) or prior to 3:00 P.M. EST (non-invested funds), on the day disbursement of the Deposit is directed to be made, (ii) the financial institution at which the escrow account is located is open to the general public for business until 5:00 P.M. on that day, and (iii) all funds constituting a part of the Deposit are cleared funds and available for withdrawal on that day. In the event any of these conditions are not met, then the Escrow Agent may delay disbursement until 9:00 A.M. EST of the next day that the financial institution at which the escrow account is located is open for business to the general public, and all funds constituting a part of the Deposit are cleared funds and available for withdrawal. Escrow Agent shall not be responsible for any delay in the electronic wire transfer of funds.

5. Buyer's Independent Demand for Deposit. If at any time Escrow Agent receives independent notice from Buyer ("Buyer's Notice") requesting or demanding the Deposit, Escrow Agent shall promptly deliver a copy of the Buyer's Notice to Seller. Escrow Agent shall not, however, disburse the Deposit or any portion thereof as requested or demanded unless and until such time as Escrow Agent has received written mutual authorization, direction and instruction signed by Buyer and Seller: (a) authorizing the disbursement of the Deposit, (b) setting forth full instructions to whom and the manner in which the Deposit is to be disbursed, and (c) expressly providing that Escrow Agent's disbursement and delivery of the Deposit pursuant to such written mutual authorization, direction and instruction shall constitute the full, complete and proper performance by the Escrow Agent of all of its duties and responsibilities created hereunder, under the Purchase Agreement, or otherwise in connection with this escrow and, further, that by execution of said written mutual authorization, direction and instruction, Buyer and Seller are automatically releasing Escrow Agent from any and all liability created hereunder, under the Purchase Agreement or otherwise in connection with such escrow, without the necessity of Buyer and Seller or either, executing any further documentation subject only to the Escrow Agent disbursing the Deposit in accordance with said written authorization and instructions. If Buyer and Seller are unable to mutually agree to the disposition of the Deposit, then the disposition of the Deposit shall be governed by the terms and provisions hereinafter.
set forth.

6. **Seller's Independent Demand for Deposit.** If at any time Escrow Agent receives independent notice from Seller ("Seller's Notice") requesting or demanding the Deposit, Escrow Agent shall promptly deliver a copy of the Seller's Notice to Buyer. Escrow Agent shall not, however, disburse the Deposit or any portion thereof as requested or demanded unless and until such time as Escrow Agent has received written mutual authorization direction and instruction signed by Buyer and Seller: (a) authorizing the disbursement of the Deposit, (b) setting forth full instructions to whom and in the manner in which the Deposit is to be disbursed, and (c) expressly providing that Escrow Agent's disbursement and delivery of the Deposit pursuant to such written mutual authorization, direction and instruction shall constitute the full, complete and proper performance by the Escrow Agent of all of its duties and responsibilities created hereunder, under the Purchase Agreement, or otherwise in connection with this escrow and, further, that by execution of said written mutual authorization, direction and instruction, Buyer and Seller are automatically releasing Escrow Agent from any and all liability created hereunder, under the Purchase Agreement or otherwise in connection with such escrow, without the necessity of Buyer and Seller or either, executing any further documentation, subject only to the Escrow Agent disbursing the Deposit in accordance with said written authorization and instructions. If Buyer and Seller are unable to mutually agree to the disposition of the Deposit, then the disposition of the Deposit shall be governed by the terms and provisions hereinafter set forth.

7. **Resolution of Disputes.** In the event of any dispute between Buyer and Seller regarding the Deposit or any other funds held by Escrow Agent, or in the event Escrow Agent shall receive conflicting demands or instructions with respect thereto, Escrow Agent may withhold disbursement or delivery of the same to either party until Escrow Agent receives either:

(a) Written mutual authorization, direction, and instruction signed by the Buyer and Seller: (i) authorizing, directing and instructing Escrow Agent to disburse the Deposit, (ii) setting forth full instructions to whom and in the manner in which the Deposit is to be disbursed, and (iii) expressly providing that Escrow Agent's disbursement and delivery of the Deposit pursuant to such written mutual authorization, direction and instruction shall constitute the full, complete and proper performance by the Escrow Agent of all of its duties and responsibilities created hereunder, under the Purchase Agreement or otherwise in connection with this escrow and, further, that by execution of said written mutual authorization, direction and instruction, Buyer and Seller are automatically releasing Escrow Agent from any and all liability created hereunder, under the Purchase Agreement or otherwise in connection with such escrow, without the necessity of Buyer and Seller or either, executing any further documentation, subject only to the Escrow Agent disbursing the Deposit in accordance with said written authorization and instructions; or

(b) A non-appealable order from a court of competent jurisdiction that is binding upon Escrow Agent thereby ordering the delivery and disbursement of the Deposit and other escrowed funds, if any.

8. **Interpleader.** In the event of any dispute or conflicting demands or instructions, or disagreement regarding the interpretation of this Escrow Agreement, or regarding the rights and obligations or the propriety of any action contemplated by Escrow Agent hereunder, Escrow Agent may, at its sole discretion, file an action in interpleader in the Circuit Court in and for Broward County, Florida, and, further, to petition to deposit the Deposit and other escrowed funds, if any, into the registry of such court. If Escrow Agent files an action in interpleader, as aforesaid, or is joined as a party to any judicial or quasi-judicial proceeding as the result of it serving as Escrow Agent hereunder, Buyer and Seller, jointly and severally, agree to indemnify and hold Escrow Agent harmless from any and all liability, costs, expenses, and attorneys fees, at trial and appellate level, that Escrow Agent incurs in prosecuting or defending any such proceedings.

9. **Release of Liability.** Escrow Agent shall not be liable for any mistakes of fact or errors in judgment, or any acts or omissions of any kind, unless caused by its willful misconduct or gross negligence. Buyer and Seller jointly and severally agree to release and indemnify and hold Escrow Agent harmless from any and all claims, demands, causes of action, liability, damages, judgments, including the reasonable costs of defending any action against it, together with any reasonable attorneys’ fees incurred therewith, in connection with Escrow Agent’s undertaking pursuant to this Escrow Agreement unless such act or omission is a result solely of the willful misconduct or gross negligence of Escrow Agent, including but not limited to any action in interpleader brought by the Escrow Agent.

10. **Reliance on Documents.** Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statements or assertions contained in such
writing or instrument, and may assume that persons purporting to give any writing, notice or instruction in connection with the provisions hereof have been duly authorized to do so. Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any written statements or instructions delivered to it. Escrow Agent shall not be liable in any manner for confirming the identity, authority, or rights of any party hereunder. Escrow Agent undertakes to perform only such duties as are expressly set forth herein, and there are no implied duties or obligations of Escrow Agent.

11. Discharge of Escrow Agent. Disbursement and payment of the Deposit and other funds, if any, held in escrow by the Escrow Agent hereunder, in accordance with the terms, conditions, and provision of this Escrow Agreement, including any delivery or disbursement pursuant to an interpleader action or other judicial action, shall fully and completely discharge and exonerate the Escrow Agent from any and all past, present and future liability or obligations of any nature or character at law or equity to the Buyer and Seller and under this Escrow Agreement, the Purchase Agreement or otherwise in connection with this escrow.

12. Resignation of Escrow Agent. The Escrow Agent may resign by giving written notice of its resignation to Seller and Buyer. Upon resignation, the Escrow Agent shall deliver the Deposit, as defined herein, to the successor escrow agent who shall be promptly appointed in writing by the Seller and Buyer, and which successor will issue to Escrow Agent its receipt for the Deposit so delivered. The Escrow Agent shall have the right to petition any court of competent jurisdiction for the appointment of a successor Escrow Agent.

13. Notices. All notices and demands made hereunder shall be in writing and given to the person(s) to whom the notice is directed, either by: (a) actual delivery at the address(es) stated below, including a national overnight delivery service, which shall be deemed effective at the time of actual delivery; (b) U.S. Postal Service addressed as stated below, posted and deposited with the U.S. Postal Service, which shall be deemed effective three (3) business days after being so deposited, provided the sender has a Certificate of Mailing evidencing the date of mailing; (c) facsimile transmission to the facsimile transmission number stated below, which notice shall be deemed effective upon completion of the facsimile transmission provided the sender has written proof of time, date and successful completion of such electrical transmission; or (d) e-mail transmission to the e-mail address stated below, which notice shall be deemed effective upon completion of the e-mail transmission, provided that any notice given by email transmission shall transmit the notice by a PDF attachment showing all required signatures and the sender has written proof of time, date and successful completion of such electrical transmission. All notices, demands, or other communications hereunder shall be addressed as follows:

If to Seller: Colony Park Development, LLC and Colony Park Development Utilities, LLC
c/o Phillips, Cantor & Shalick, P.A.
4000 Hollywood Blvd., Suite 200
Hollywood, FL 33021-1224
Attn: Gary S. Phillips, Esq.

If to Buyer: Cypress Strand Properties LLC
650 S. Courtenay Pkwy
Melbourne, FL 32952

If to Escrow Agent: John M. Cappeller, Jr., P.A.
356 Camino Gardens Blvd. #303
Dania Beach, FL 33312
Attn: John M. Cappeller, Jr., Esq.

Where two recipients of a party to this Escrow Agreement are shown above, any notice, demand, or other communication hereunder shall be effective when first given to either recipient, provided that both recipients are given such notice, demand or communication.

13. Compensation and Reimbursement of Expenses. Seller agrees to pay Escrow Agent, any fees payable to Escrow Agent as compensation for the escrow services Escrow Agent provides hereunder. Further Seller and Buyer jointly and severally agree to reimburse Escrow Agent upon request for all reasonable expenses, including attorneys' fees, incurred by it in performing its duties hereunder.

14. Further Limitations of Liability. Escrow Agent shall not be liable for any loss or damage resulting from any of the
following:

(a) the default, error, act or failure to act by any other party;

(b) Escrow Agent's compliance with any legal process including, but not limited to, subpoena, writ, order, judgment and decree of any court whether issued with or without jurisdiction and whether or not subsequently vacated) modified, set aside or reversed.

No title insurance liability is created by this Escrow Agreement.

15. Miscellaneous. This Escrow Agreement may be executed in counterparts and (be counterparts together shall constitute the single agreement of the parties. Facsimile OR electronic transmission of a counterpar signed by a party shall be sufficient to establish signature by that party. References to a specific time of day (e.g., 3:00 P.M.) shall be determined by reference to the time zone for the office of Escrow Agent referenced in Paragraph 12 (Notices) above. This Escrow Agreement shall be: (a) governed in accordance with the laws of the State of Florida; (b) amended only by a written instrument signed by Buyer, Seller, and Escrow Agent; and (c) binding upon and enforceable by the parties and their respective successors and assigns.

BUYER:

CYPRESS STRAND PROPERTIES LLC,
a Florida limited liability company

By: ____________________________
Name: __________________________
Title: ___________________________

SELLER:

COLONY PARK DEVELOPMENT, LLC,
a Florida limited liability company

By: ____________________________
Name: Gary Phillips
Title: Manager

COLONY PARK DEVELOPMENT UTILITIES, LLC,
a Florida limited liability company

By: ____________________________
Name: Gary Phillips
Title: Manager

ESCROW AGENT:

John M. Campbell, Jr., P.A.

By: ____________________________
Name: __________________________
Title: ___________________________
EXHIBIT C-1

FORM OF DEED OF CPD

Prepared by and return to:
Jeffrey J. Wolfe, Esq.
Phillips, Cantor, Shalek, Rubin & Pfister, P.A.
4000 Hollywood Blvd., Suite 500-N
Hollywood, FL 33021

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made and executed the ___ day of ____ , 2016, by COLONY PARK DEVELOPMENT, LLC, a Florida limited liability company, whose street address is 4000 Hollywood Blvd., Suite 500-N, Hollywood, FL 33021, hereinafter called the Grantor, to CYPRESS STRAND PROPERTIES LLC, a Florida limited liability company, whose address is 650 S. Courtenay Parkway, Merritt Island, FL 32952, hereinafter called the Grantee:

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the Grantor, for and in consideration of the sum of $10.00 and other valuable considerations, receipt whereof are hereby acknowledged, by these presents does grant, bargain, sell, alien, remite, release, convey and confirm unto the Grantee, all that certain land situate in Charlotte County, Florida, more particularly described in the attached Exhibit "A" (the "Property"); and (II) all that certain additional property more particularly described in the attached Exhibit "B" (the "Additional Property"), IF ANY.

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

AND the Grantor hereby covenants with Grantee that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; that it hereby specially warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, subject to real estate taxes for 2016 and subsequent years and all matters of record, without the intention of reimposing same.
IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed as of the day and year first above written.

Signed, sealed and delivered in the presence of:  

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<tr>
<th>Sign Name:</th>
<th>By: ____________________________</th>
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<tr>
<td>Print Name:</td>
<td>Gary Phillips, Manager</td>
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<th>Sign Name:</th>
<th>Print Name:</th>
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COLONY PARK DEVELOPMENT, LLC, a Florida limited liability company

STATE OF FLORIDA  
COUNTY OF BROWARD  

The foregoing instrument was acknowledged before me this __________ day of __________, 2016, by Gary Phillips, as Manager of COLONY PARK DEVELOPMENT, LLC, a Florida limited liability company, in the capacity so stated; such person is personally known to me or has produced ______________________ as identification and did not do so under oath.

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<th>Print Name:</th>
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<td>My Commission Expires:</td>
<td>Notary Public</td>
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<td>Serial No. (none if blank):</td>
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[NOTARIAL SEAL]
Exhibit "A" to Special Warranty Deed

Legal Description

ORB 2671, Page 1135: That part of the SW 1/4 of the SW 1/4 less the South 1/4 of the SW 1/4 of Section 14, Township 23 South, Range 36 East and being more particularly described as follows:

Begin at the SW corner of the aforesaid parcel; thence run N 00 degrees 39' 04" W, along the West line of said parcel a distance of 947.98 feet; thence run N 87 degrees 05' 16" E a distance of 710.58 feet; thence run N 00 degrees 48' 54" W a distance of 10.00 feet to the North line of said parcel; thence run S 89 degrees 11' 06" E along the North line of said parcel a distance of 569.57 feet; thence run S 02 degrees 00' 25" E a distance of 985.11 feet to a point on the South line of said parcel; thence S 89 degrees 13' 32" W along the South line of said parcel a distance of 1302.88 feet to the Point of Beginning. LESS the following described parcels: Lots 32 thru 35, Colony Park North, Unit No. 2, described in Plat Book 24, Page 74; Tax Parcel 514 (ORB 2207, Page 105); Tax Parcel 517 (ORB 1068, Page 443 except ORB 1229, Page 901); and the Right of Way of Whaley Road, Public Records of Brevard County, Florida.

Also described as Parcels 1, 2 and 3:

Parcel 1:

Commence at the Southwest corner of Section 14, Township 23 South, Range 36 East; thence N 00 degrees 39' 04" W along the West line of said Section 14, a distance of 327.99 feet; thence N 89 degrees 13' 32" E a distance of 30.00 feet to the Point of Beginning; thence N 00 degrees 39' 04" W and parallel to the said West line of Section 14 a distance of 440.00 feet; thence N 89 degrees 13' 32" E a distance of 268.89 feet; thence S 02 degrees 00' 25" E a distance of 150.02 feet; thence N 89 degrees 13' 32" E a distance of 392.50 feet; thence S 02 degrees 00' 25" E a distance of 100.02 feet; thence S 89 degrees 13' 32" W a distance of 4.35 feet; thence S 00 degrees 46' 28" E a distance of 190.00 feet; thence S 89 degrees 13' 32" W a distance of 653.38 feet to the Point of Beginning. Said parcel lying in the Southwest Quarter (SW 1/4) of said Section 14, Brevard County, Florida.

Parcel 2:

Parcel of land lying in Section 14, Township 23 South, Range 36 East, Brevard, County, Florida, being more particularly described as follows: The following described lands less the West 72 feet thereof: Commence at the Southwest corner of said Section and run N 00 degrees 39' 04" W along the West line of said Section a distance of 327.99 feet; thence N 89 degrees 13' 32" E, a distance of 30.00 feet; thence N 00 degrees 39' 04" W, parallel with said West line a distance of 440.00 feet for a Point of Beginning; thence N 89 degrees 13' 32" E, a distance of 268.89 feet; thence S 02 degrees 00' 25" E, a distance of 150.02 feet; thence N 89 degrees 13' 32" E, a distance of 392.50 feet; thence N 02 degrees 00' 25" E, a distance of 100.02 feet; thence N 00 degrees 46' 28" W, a distance of 150.00 feet; thence S 89 degrees 13' 32" W, a distance of 372.24 feet; thence S 86 degrees 54' 04" W, a distance of 50.03 feet; thence S 89 degrees 20' 56" W, a distance of 240.00 feet; thence S 00 degrees 39' 04" E, a distance of 98.51 feet to the Point of Beginning.

Parcel 3:

That part of the SW 1/4 of the SW 1/4 less the South 1/4 of the SW 1/4 of Section 14, Township 23 South, Range 36 East and being more particularly described as follows:

Begin at the SW corner of the aforesaid parcel; thence run N 00 degrees 39' 04" W, along the West line of said parcel a distance of 947.98 feet; thence run N 87 degrees 05' 16" E a distance of 710.58 feet; thence run N 00 degrees 48' 54" W a distance of 10.00 feet to the North line of said parcel; thence run N 89 degrees 11' 06" E along the North line of said parcel a distance of 569.57 feet; thence run S 02 degrees 00' 25" E a distance of 985.11 feet to a point on the South line of said parcel; thence S 89 degrees 13' 32" W along the South line of said parcel a distance of 1302.88 feet to the Point of Beginning. LESS the West 170 feet of the North 409.47 feet thereof, and, except that part of the aforesaid lands conveyed by Esther R. Baker by deed dated March 29, 1973 and recorded in OR Book 1329, Page 901, Public Records of Brevard County, Florida.
Exhibit "B" to Special Warranty Deed

Additional Property, IF ANY

3. Any and all easements, rights-of-way, gores of land, streets, ways, alleys, passages, sewer rights, air rights, water, water stock, water rights, titles, interests, privileges, tenements, hereditaments and appurtenances whatsoever, if any, in any way belonging, relating or appertaining to any of the Property, and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Grantor of, in and to the same, if any.

4. All right, title, and interest of the Grantor, if any, in and to the land lying in the bed of any streets, roads, or avenues, opened, or proposed, in front of or adjoining the Property, and in and to the appurtenances thereto.
EXHIBIT C-2
FORM OF DEED OF CPDU

Prepared by and return to:
Jeffrey J. Wolfe, Esq.
Phillips, Cantor, Shalek, Rubin & Pfister, P.A.
4000 Hollywood Blvd., Suite 500-N
Hollywood, FL 33021

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made and executed the ___ day of ___, 2016, by COLONY PARK DEVELOPMENT UTILITIES, LLC, a Florida limited liability company, whose street address is 4000 Hollywood Blvd., Suite 500-N, Hollywood, FL 33021, hereinafter called the Grantor, to CYPRESS STRAND PROPERTIES LLC, a Florida limited liability company, whose address is 650 S. Courtenay Parkway, Merritt Island, FL 32952, hereinafter called the Grantee:

(Wherever used herein the term “Grantor” and “Grantee” include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the Grantor, for and in consideration of the sum of $10.00 and other valuable considerations, receipt whereof are hereby acknowledged, by those presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in Charlotte County, Florida, more particularly described in the attached Exhibit "A" (the "Property"); and (ii) all that certain additional property more particularly described in the attached Exhibit "B" (the "Additional Property"), IF ANY.

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

AND the Grantor hereby covenants with Grantee that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; that it hereby specially warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, subject to real estate taxes for 2016 and subsequent years and all matters of record, without the intention of reimposing same.
IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed as of the day and year first above written. Signed, sealed and delivered in the presence of:

| Sign Name: | Grantor has
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<td>Print Name:</td>
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COLONY PARK DEVELOPMENT UTILITIES, LLC, a Florida limited liability company

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<th>By:</th>
<th>Gary Phillips, Manager</th>
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| Sign Name: | Grantor has
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<td>caused this instrument to be executed as of the day and year first above written.</td>
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STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this __ day of __________ 2016, by Gary Phillips, as Manager of COLONY PARK DEVELOPMENT UTILITIES, LLC, a Florida limited liability company, in the capacity aforesaid; such person is personally known to me or has produced __________ as identification and did not do so under oath.

| Sign Name: | Grantor has
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<tr>
<td>Print Name:</td>
<td>caused this instrument to be executed as of the day and year first above written.</td>
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My Commission Expires:

Notary Public

Serial No. (none if blank):

[NOTARIAL SEAL]
Exhibit "A" to Special Warranty Deed

Legal Description

A parcel of land lying in Section 15, Township 23 South, Range 36 East, Brevard County, Florida, lying adjacent to and South of Colony Park, Section 3, according to the Plat thereof as recorded in Plat Book 20, Page 107, Public Records of Brevard County, Florida, and being more particularly described as follows:
Commence at the S.E. Corner of said Section 15 and run S. 87 degrees 45' W. along the South line of said Section a distance of 958.38 feet for a Point of Beginning of this description; thence continue S. 87 degrees 45' W. along said South line, 250.00 feet; thence N. 2 degrees 15' W., 312.50 feet to the Southwest corner of the aforementioned Colony Park, Section 3; thence along the South line of said subdivision the following courses and distances; N. 87 degrees 45' E., 100.0 feet; N. 2 degrees 15' W., 62.50 feet; N. 87 degrees 45' E., 50.00 feet; S. 2 degrees 15' E., 75.0 feet; N. 87 degrees 45' E., 100.0 feet; thence leaving said South line run S. 2 degrees 15' E., 300.0 feet to the Point of Beginning;

AND

A parcel of land lying in Section 15, Township 23 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:
Commence at the Southeast corner of said Section 15, and run S. 87 degrees 45' W., along the South line of said Section, a distance of 658.38 feet to the Southwest corner of COLONY PARK, SECTION 2, recorded in Plat Book 20, Page 18, Public Records of Brevard County, Florida, the Point of Beginning; thence continue S. 87 degrees 45' W., along said South line, a distance of 300.00 feet; thence N. 02 degrees 15' W., along the East line of lands described in Official Records Book 1474, Page 1008, a distance of 300.0 feet to a point on the South line of COLONY PARK, SECTION 2, recorded in Plat Book 20, Page 107; thence N. 87 degrees, 45' 45' E., along said South line, a distance of 300.00 feet to a point on the West line of aforementioned COLONY PARK, SECTION 2; thence S. 02 degrees 15' E., along said West line, a distance of 300.0 feet to the Point of Beginning.
Exhibit "B" to Special Warranty Deed

Additional Property, IF ANY

5. Any and all easements, rights-of-way, gores of land, streets, ways, alleys, passages, sewer rights, air rights, water stock, water rights, titles, interests, privileges, tenements, hereditaments and appurtenances whatsoever, if any, in any way belonging, relating or appertaining to any of the Property, and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Grantor of, in and to the same, if any.

6. All right, title, and interest of the Grantor, if any, in and to the land lying in the bed of any streets, roads, or avenues, opened, or proposed, in front of or adjoining the Property, and in and to the appurtenances thereto.
EXHIBIT D-1
FORM OF FIRPTA CERTIFICATE OF CPD
Non-Foreign Affidavit

Before me, the undersigned authority, personally appeared Gary Phillips, who being by me duly sworn, on oath, deposes and

1. That affiant is the Manager of Colony Park Development, LLC, a Florida limited liability company ("Transferor").

2. Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the
   transferee has a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property
   interest by Transferee, the undersigned hereby certifies the following on behalf of Transferee:

   A. Transferee is not a foreign corporation, foreign partnership, foreign trust, or foreign estate or disregarded entity (as those
      terms are defined in the Internal Revenue Code and Income Tax Regulations);

   B. Transferee's Tax Identification Number is ___________________________; and

   C. Transferee has an address at _______________________________________

3. Transferee understands that this Affidavit may be disclosed to the Internal Revenue Service by transferee and that any false
   statement contained herein could be punished by fine, imprisonment, or both.

4. Under penalties of perjury I declare that I have examined this Affidavit and to the best of my knowledge and belief it is true, correct
   and complete, and I further declare that I have authority to sign this document on behalf of Transferee.

   COLONY PARK DEVELOPMENT, LLC,
   a Florida limited liability company
   By: ________________________________
   Gary Phillips, Manager

Source CFR, Section 1.1445-2T(b)(2)(ii)(B)

STATE OF FLORIDA    )
COUNTY OF BROWARD    ) SS:

On ______________, 2016 before me personally appeared Gary Phillips, as Manager of COLONY PARK DEVELOPMENT, LLC, a Florida limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed within this instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[Notary Seal] Notary Public
Printed Name: ________________________________
My Commission Expires: ________________________
EXHIBIT D-2
FORM OF FIRPTA CERTIFICATE OF CPDU
Non-Foreign Affidavit

Before me, the undersigned authority, personally appeared Gary Phillips, who being by me duly sworn, on oath, deposes and says:

1. That affiant is the Manager of Colony Park Development Utilities, LLC, a Florida limited liability company ("Transferor").

2. Section 1445 of the Internal Revenue Code provides that a transfer of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by Transferor, the undersigned hereby certifies the following on behalf of Transferor:

D. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate or disregarded entity (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);

E. Transferor's Tax Identification Number is ______________________ and

F. Transferor has an address at ______________________.

3. Transferor understands that this Affidavit may be disclosed to the Internal Revenue Service by transferee and that any false statement contained therein could be punished by fine, imprisonment, or both.

4. Under penalties of perjury I declare that I have examined this Affidavit and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

COLONY PARK DEVELOPMENT UTILITIES, LLC,
a Florida limited liability company

By: ______________________
Gary Phillips, Manager

Source CFR, Section 1.1445-2T(b)(2)(iii)(B)

STATE OF FLORIDA )
) SS:
COUNTY OF BROWARD

On _______2016 before me personally appeared Gary Phillips, as Manager of COLONY PARK DEVELOPMENT UTILITIES, LLC, a Florida limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed within this instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Printed Name: ______________________

My Commission Expires: ______________________
FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT ("Amendment") dated as of this 1\(^{st}\) day of March, 2016, by and between COLONY PARK DEVELOPMENT, LLC, a Florida limited liability company ("CPD"); and COLONY PARK DEVELOPMENT UTILITIES, LLC, a Florida limited liability company ("CPDU") (CPD and CPDU may sometimes be referred to collectively as the "Seller") and CYPRESS STRAND PROPERTIES, LLC, a Florida limited liability company ("Buyer"). Capitalized terms not defined herein shall have the meaning set forth in the Agreement (as hereinafter defined).

WHEREAS, Buyer and Seller entered into that certain Purchase and Sale Agreement dated January 27, 2016 (the "Agreement"); and

WHEREAS, Buyer and Seller desire to amend the Agreement upon the terms and conditions hereinafter set forth.

NOW, THEREFORE in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals: The above recitals are true and correct and are incorporated herein by reference.

2. Amendment: The Agreement shall be amended as follows:

A. Section 3. B of the Agreement shall be amended by deleting the last sentence and replacing it with the following:

The Purchase Price shall be allocated among the Sellers as follows: $1,850,000 to CPD and $50,000 to CPDU.

B. Section 6. A of the Agreement shall be amended as follows:

The Loan Approval Date shall be extended to March 18, 2016.

C. The closing of the purchase and sale of the Real Property owned by CPDU and described on Exhibit A-2 of the Agreement (the "Utility Property") shall be contingent upon and subject to the approval of the Florida Public Service Commission in accordance with Section 367.071(1) of the Florida Statutes. Notwithstanding anything contained in the Agreement to the contrary, the Buyer and Seller hereby agree to escrow, at Closing, the Special Warranty Deed from CPDU attached to the Agreement as Exhibit C-2, along with the other transfer documents, including, without limitation, all bills of sale and assignments from CPDU, and the $50,000.00 portion of the Purchase Price allocable to CPDU in accordance with the Escrow Agreement attached hereto as Appendix 1.
transfer (or inability to transfer) the Utility Property shall in no way have any effect whatsoever on the consummation of the purchase and sale of the Real Property owned by CPD and described on Exhibit A-1 of the Agreement.

3. **Reaffirmation.** In the event of conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, the terms and conditions of this Amendment shall control. Except as modified hereby, the Agreement is hereby ratified and confirmed and is in full force and effect.

4. **Entire Agreement:** This Amendment contains the entire agreement between the parties and may not be modified orally, but only in writing, signed by the parties.

5. **Counterparts:** This Amendment may be executed in counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Buyer and Seller have executed this Amendment as of the day and year first above written.

**BUYER:**

CYPRESS STRAND PROPERTIES, LLC,
a Florida limited liability company

By: ______________________ __
Name: ______________________
Title: ______________________

**SELLER:**

COLONY PARK DEVELOPMENT, LLC,
a Florida limited liability company

By: ______________________ __
Name: Gary Phillips
Title: Manager

COLONY PARK DEVELOPMENT UTILITIES, LLC,
a Florida limited liability company

By: ______________________ __
Title: Manager
transfer (or inability to transfer) the Utility Property shall in no way have any effect whatsoever on the consummation of the purchase and sale of the Real Property owned by CPD and described on Exhibit A-1 of the Agreement.

3. **Renaffirmation.** In the event of conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, the terms and conditions of this Amendment shall control. Except as modified hereby, the Agreement is hereby ratified and confirmed and is in full force and effect.

4. **Entire Agreement:** This Amendment contains the entire agreement between the parties and may not be modified orally, but only in writing, signed by the parties.

5. **Counterparts:** This Amendment may be executed in counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Buyer and Seller have executed this Amendment as of the day and year first above written.

**BUYER:**

CYPRESS STRAND PROPERTIES, LLC.
a Florida limited liability company

By: __________________________
Name: _______________________
Title: Manager

**SELLER:**

COLONY PARK DEVELOPMENT, LLC.
a Florida limited liability company

By: __________________________
Name: Gary Phillips
Title: Manager

COLONY PARK DEVELOPMENT UTILITIES, LLC.
a Florida limited liability company

By: __________________________
Name: _______________________
Title: Manager
Appendix 1

Escrow Agreement
ESCROW AGREEMENT

THIS ESCROW AGREEMENT made as of this ___ day of March, 2016, by and among COLONY PARK DEVELOPMENT UTILITIES, LLC, a Florida limited liability company ("Seller"), CYPRESS STRAND PROPERTIES, LLC, a Florida limited liability company ("Purchaser"), and Phillips, Cantor, Shalek, Rubin & Pfister, P.A., a Florida corporation (the "Escrow Agent").

WHEREAS, the Seller and the Purchaser have entered into (i) that certain Purchase and Sale Agreement, dated as of January 27, 2016, as amended (collectively, the "Purchase Agreement"), for the purchase of that certain real property located at Colony Park Mobile Home Village, Merritt Island, Florida, Folio (i) known as Parcel Id. 23-36-15-00-00757.0-0000.00, and (ii) known as Parcel Id. 23-36-15-00-00751.0-0000.00 (the "CPDU Property");

WHEREAS, pursuant to that certain First Amendment to the Purchase and Sale Agreement dated March ___, 2016 (the "First Amendment"), the Seller and Purchaser agreed to execute and deliver this Escrow Agreement, along with the following original executed documents at the closing of the purchase and sale of the real property owned by Colony Development, LLC, a Florida limited liability company (the "CPD Closing"): (i) a Special Warranty Deed, (ii) a Quit Claim Bill of Sale, (iii) a Quit Claim Assignment of Leases, (iv) a FIRPTA Affidavit, (v) a Limited Liability Company Affidavit, (vi) Closing Statement Addendum; and (vii) Disbursement Instructions (collectively, the "Transfer Documents") to be held in escrow under this Escrow Agreement;

WHEREAS, pursuant to the First Amendment, the Seller agrees to wire $50,000.00 to the trust account of the Escrow Agent on or before the CPD Closing (the “Purchase Funds”);

WHEREAS, the Purchaser and Seller desire and the Escrow Agent has agreed to hold the Transfer Documents and the Purchase Funds (collectively, the "Escrowed Property") pursuant to the terms and conditions of this Escrow Agreement.

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

1. On or before the CPD Closing, the Seller and Purchaser shall deliver to the Escrow Agent the Transfer Documents and the Purchase Funds to be held in escrow pursuant to this Escrow Agreement.

2. The Purchaser and Seller agree to give the Escrow Agent prompt and appropriate written notice of any change to the Purchase Agreement, including, without limitation, the expected closing date of the CPDU Property or any termination thereof.

3. The Escrow Agent shall disburse the Purchase Funds to Seller, record the Special Warranty Deed with Broward County, and release the other Transfer Documents to the applicable parties within 10 days of Escrow Agent’s receipt of written approval from the Florida Public Service Commission regarding the transfer by Seller to Purchaser in accordance with Section 367.071(1) of the Florida Statutes (the “PSC Approval”), without further notice or action required by either party. Notwithstanding the preceding, in the event that PSC Approval is not provided to
Escrow Agent within one year from the date of this Escrow Agreement (the "Escrow Period"), or, if earlier, Seller and Purchaser provide joint written notice to Escrow Agent that this transaction has been terminated, then the Escrow Agent shall promptly release the Purchase Funds to Purchaser, and destroy the Transfer Documents.

4. During the Escrow Period, the Purchaser shall operate the Utility Property, retain all Revenue and provide for all expenses, and maintain the Utility Property in the same condition that existed at the Closing Date, normal wear and tear excepted. The parties shall make a good faith and diligent effort in the application and approval process toward PSC Approval.

5. If at any time a dispute shall exist as to the duties of the Escrow Agent and the terms thereof, the Escrow Agent may deposit the Escrowed Property with the Clerk of the Court of Broward County, State of Florida and may interplead the parties in dispute. Upon so depositing such funds and filing its complaint in the interpleader, the Escrow Agent shall be completely discharged and released from all further liability or responsibility under the terms hereof.

6. Upon the Escrow Agent release of the Escrowed Property as provided for herein, the Escrow Agent shall be completely discharged and released of any and all further liabilities of responsibilities hereunder.

7. The Escrow Agent, in its actions pursuant to this Escrow Agreement, shall be fully protected in every reasonable exercise of its discretion and shall have no obligations hereunder either to any other party, except as expressly set forth herein.

8. In performing any of its duties hereunder, the Escrow Agent shall not incur any liability to anyone for any damages, losses or expenses, except for willful act or omission, and it shall, accordingly, not incur any such liability with respect to (i) any action taken or omitted in good faith upon advice of its counsel or counsel for Seller or Purchaser given with respect to any question relating to the duties and responsibilities of the Escrow Agent under this Escrow Agreement, or (ii) any action taken or omitted in reliance upon any instrument, including the written advice provided for herein, not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth and accuracy of any information contained therein, which the Escrow Agent shall in good faith believe to be genuine, to have been signed and presented by a proper person or persons, and to conform with the provisions of this Escrow Agreement.

9. The Seller and Purchaser hereby agree to indemnify and hold harmless the Escrow Agent against any and all losses, claims, damages, liabilities and expenses including reasonable costs of investigation and counsel fees and disbursements, which may be imposed upon the Escrow Agent or incurred by the Escrow Agent in connection with its acceptance of appointment as Escrow Agent hereunder, or the performance of its duties hereunder, including any litigation arising from this Escrow Agreement or involving the subject matter hereof.

10. This Escrow Agreement and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein or performance shall be governed or interpreted according to the laws of the State of Florida.

11. In the event any parts of this Escrow Agreement are found to be void, the remaining provisions of this Escrow Agreement shall nevertheless be binding with the same effect as though the
12. This Escrow Agreement shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors and assigns.

13. All notices, offers, acceptance and any other acts under this Escrow Agreement (except payment) shall be in writing, and shall be sufficiently given if delivered to the addressees in person, by FedEx or similar receipted delivery, or next business day delivery, or by facsimile or email delivery (in which event a copy shall immediately be sent by FedEx or similar receipted delivery), to the address set forth below the signatures of each party or to such other address or facsimile number, as either of them, by notice to the other may designate from time to time. The transmission confirmation receipt from the sender’s facsimile machine shall be evidence of successful facsimile delivery.

14. In the event that there is any controversy or claim arising out of or relating to this Escrow Agreement, or to the interpretation, breach or enforcement thereof, and any action or proceeding relating to this Escrow Agreement is filed, the prevailing party shall be entitled to an award by the court of reasonable attorneys’ fees, costs and expenses.

15. The Purchaser and Seller acknowledge that Escrow Agent represents, and will continue to represent, Seller with respect to the transactions contemplated by the Purchase Agreement and that this Escrow Agreement is being undertaken merely as an accommodation to the parties.

16. This Escrow Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The execution of this Escrow Agreement may be by actual or facsimile signature.

17. This Escrow Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the subject matter hereof. Neither this Escrow Agreement nor any provision hereof may be changed, waived, discharged or terminated orally, except by a statement in writing signed by the party or parties against which enforcement or the change, waiver discharge or termination is sought.

IN WITNESS WHEREOF, the Purchaser, Seller, and Escrow Agent have executed this Escrow Agreement on the date and year first above written.

[Signature Page to Follow]
Escrow Agent:

Phillips, Cantor, Shalek, Rubin & Pfister, P.A.

By: __________________________
Print Name: __________________________
Print Title: __________________________

Address: 4000 Hollywood Blvd.
Suite 500-N
Hollywood, FL 33021
Attn: Gary Phillips, Esq.

Seller:

Colony Park Development Utilities, LLC

By: __________________________
Print Name: Gary Phillips
Print Title: Manager

Address: 4000 Hollywood Blvd.
Suite 500-N
Hollywood, FL 33021
Attn: Gary Phillips, Esq.

Buyer:

Cypress Strand Properties, LLC

By: __________________________
Print Name: __________________________
Print Title: __________________________

Address: 650 S. Courtenay Pkwy
Merritt Island, FL 32952
ESCROW AGREEMENT

THIS ESCROW AGREEMENT made as of this ☑ day of March, 2016, by and among
COLONY PARK DEVELOPMENT UTILITIES, LLC, a Florida limited liability company
("Seller "), COLONY WASTE SERVICES LLC, a Florida limited liability company
("Purchaser"), and Phillips, Cantor, Shalek, Rubin & Pfister, P.A., a Florida corporation (the “Escrow
Agent”).

WHEREAS, the Seller and the Purchaser have entered into (i) that certain Purchase and Sale
Agreement, dated as of January 27, 2016, as amended (collectively, the "Purchase Agreement"),
for the purchase of that certain real property located at Colony Park Mobile Home Village, Merritt
Island, Florida, Folio (i) known as Parcel Id. 23-36-15-00-00757.0-0000.00, and (ii) known
as Parcel Id. 23-36-15-00-00751.0-0000.00 (the “CPDU Property”);

WHEREAS, pursuant to that certain First Amendment to the Purchase and Sale Agreement dated
March ___, 2016 (the “First Amendment”), the Seller and Purchaser agreed to execute and deliver this
Escrow Agreement, along with the following original executed documents at the closing of the purchase
and sale of the real property owned by Colony Development, LLC, a Florida limited liability company
(the “CPD Closing”): (i) a Special Warranty Deed, (ii) a Quit Claim Bill of Sale, (iii) a Quit Claim
Assignment of Leases, (iv) a FIRPTA Affidavit, (v) a Limited Liability Company Affidavit, (vi) Closing
Statement Addendum; and (vii) Disbursement Instructions (collectively, the “Transfer Documents”) to be
held in escrow under this Escrow Agreement;

WHEREAS, pursuant to the First Amendment, the Seller agrees to wire $50,000.00 to the trust
account of the Escrow Agent on or before the CPD Closing (the “Purchase Funds”); and

WHEREAS, the Purchaser and Seller desire and the Escrow Agent has agreed to hold the
Transfer Documents and the Purchase Funds (collectively, the “Escrowed Property”) pursuant to the terms
and conditions of this Escrow Agreement.

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

1. On or before the CPD Closing, the Seller and Purchaser shall deliver to the Escrow Agent
the Transfer Documents and the Purchase Funds to be held in escrow pursuant to this Escrow Agreement.

2. The Purchaser and Seller agree to give the Escrow Agent prompt and appropriate written
notice of any change to the Purchase Agreement, including, without limitation, the expected closing date
of the CPDU Property or any termination thereof.

3. The Escrow Agent shall disburse the Purchase Funds to Seller, record the Special
Warranty Deed with Broward County, and release the other Transfer Documents to the applicable parties within 10 days of Escrow Agent’s receipt of written approval from the Florida Public Service Commission regarding the transfer by Seller to Purchaser in accordance with Section 367.071(1) of the Florida Statutes (the “PSC Approval”), without further notice or action required by either party. Notwithstanding the preceding, in the event that PSC Approval is not provided to
Escrow Agent within one year from the date of this Escrow Agreement (the "Escrow Period"), or, if earlier, Seller and Purchaser provide joint written notice to Escrow Agent that this transaction has been terminated, then the Escrow Agent shall promptly release the Purchase Funds to Purchaser, and destroy the Transfer Documents.

4. During the Escrow Period, the Purchaser shall operate the Utility Property, retain all Revenue and provide for all expenses, and maintain the Utility Property in the same condition that existed at the Closing Date, normal wear and tear excepted. The parties shall make a good faith and diligent effort in the application and approval process toward PSC Approval.

5. If at any time a dispute shall exist as to the duties of the Escrow Agent and the terms thereof, the Escrow Agent may deposit the Escrowed Property with the Clerk of the Court of Broward County, State of Florida and may interplead the parties in dispute. Upon so depositing such funds and filing its complaint in the interpleader, the Escrow Agent shall be completely discharged and released from all further liability or responsibility under the terms hereof.

6. Upon the Escrow Agent release of the Escrowed Property as provided for herein, the Escrow Agent shall be completely discharged and released of any and all further liabilities of responsibilities hereunder.

7. The Escrow Agent, in its actions pursuant to this Escrow Agreement, shall be fully protected in every reasonable exercise of its discretion and shall have no obligations hereunder either to any other party, except as expressly set forth herein.

8. In performing any of its duties hereunder, the Escrow Agent shall not incur any liability to anyone for any damages, losses or expenses, except for willful act or omission, and it shall, accordingly, not incur any such liability with respect to (i) any action taken or omitted in good faith upon advice of its counsel or counsel for Seller or Purchaser given with respect to any question relating to the duties and responsibilities of the Escrow Agent under this Escrow Agreement, or (ii) any action taken or omitted in reliance upon any instrument, including the written advice provided for herein, not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth and accuracy of any information contained therein, which the Escrow Agent shall in good faith believe to be genuine, to have been signed and presented by a proper person or persons, and to conform with the provisions of this Escrow Agreement.

9. The Seller and Purchaser hereby agree to indemnify and hold harmless the Escrow Agent against any and all losses, claims, damages, liabilities and expenses including reasonable costs of investigation and counsel fees and disbursements, which may be imposed upon the Escrow Agent or incurred by the Escrow Agent in connection with its acceptance of appointment as Escrow Agent hereunder, or the performance of its duties hereunder, including any litigation arising from this Escrow Agreement or involving the subject matter hereof.

10. This Escrow Agreement and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein or performance shall be governed or interpreted according to the laws of the State of Florida.

11. In the event any parts of this Escrow Agreement are found to be void, the remaining provisions of this Escrow Agreement shall nevertheless be binding with the same effect as though the
12. This Escrow Agreement shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors and assigns.

13. All notices, offers, acceptance and any other acts under this Escrow Agreement (except payment) shall be in writing, and shall be sufficiently given if delivered to the addressees in person, by FedEx or similar receipted delivery, or next business day delivery, or by facsimile or email delivery (in which event a copy shall immediately be sent by FedEx or similar receipted delivery), to the address set forth below the signatures of each party or to such other address or facsimile number, as either of them, by notice to the other may designate from time to time. The transmission confirmation receipt from the sender’s facsimile machine shall be evidence of successful facsimile delivery.

14. In the event that there is any controversy or claim arising out of or relating to this Escrow Agreement, or to the interpretation, breach or enforcement thereof, and any action or proceeding relating to this Escrow Agreement is filed, the prevailing party shall be entitled to an award by the court of reasonable attorneys’ fees, costs and expenses.

15. The Purchaser and Seller acknowledge that Escrow Agent represents, and will continue to represent, Seller with respect to the transactions contemplated by the Purchase Agreement and that this Escrow Agreement is being undertaken merely as an accommodation to the parties.

16. This Escrow Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The execution of this Escrow Agreement may be by actual or facsimile signature.

17. This Escrow Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the subject matter hereof. Neither this Escrow Agreement nor any provision hereof may be changed, waived, discharged or terminated orally, except by a statement in writing signed by the party or parties against which enforcement or the change, waiver discharge or termination is sought.

IN WITNESS WHEREOF, the Purchaser, Seller, and Escrow Agent have executed this Escrow Agreement on the date and year first above written.

[Signature Page to Follow]
Escrow Agent:

Phillips, Cantor, Shalek, Rubin & Pfister, P.A.

By: 
Print Name: Gary Phillips
Print Title: Manager

Address: 4000 Hollywood Blvd.
Suite 500-N
Hollywood, FL 33021
Attn: Gary Phillips, Esq.

Seller:

Colony Park Development Utilities, LLC

By: 
Print Name: Gary Phillips
Print Title: Manager

Address: 4000 Hollywood Blvd.
Suite 500-N
Hollywood, FL 33021
Attn: Gary Phillips, Esq.

Buyer:

Colony Waste Services LLC

By: 
Print Name: 
Print Title: Manager

Address: 650 S. Courtenay Pkwy
Merritt Island, FL 32952
QUIT CLAIM BILL OF SALE - CPDU

THIS QUITCLAIM BILL OF SALE (this "Bill of Sale") is made as of the 28th day of March, 2016 by and between COLONY PARK DEVELOPMENT UTILITIES, LLC, a Florida limited liability company, as seller ("Seller"), and COLONY WASTE SERVICES LLC, a Florida limited liability company, as purchaser ("Purchaser").

WITNESSETH:

WHEREAS, Seller and Purchaser entered into that certain Purchase and Sale Agreement, dated as of January 27, 2016, as amended (the "Purchase Agreement"), for the purchase and sale of certain real property and mobile homes located at Colony Park Mobile Home Village, Merritt Island, Florida, Folio (i) known as Parcel Id. 23-36-15-00-00757.0-0000.00, and (ii) known as Parcel Id. 23-36-15-00-00751.0-0000.00 (the "Property"); and

WHEREAS, pursuant to Section 7B(6) of the Purchase Agreement, Seller and Purchaser are required to execute and deliver this Quit Claim Bill of Sale as a condition to the closing of the transaction contemplated under the Purchase Agreement (the "Closing").

NOW, THEREFORE, that Seller for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DOES HEREBY QUITCLAIM unto Purchaser all of the Seller's right, title and interest, if any: in and to: (i) the sewer utility system both within the Property and outside the Property, and (ii) the existing mobile homes located on the Property (the "Mobile Homes"). The Mobile Homes are conveyed in their AS-IS, WHERE-IS condition as more particularly set forth in the following paragraph subject, however, to any and all encumbrances, claims (including claims relating to title) or other matters or conditions affecting the Mobile Homes, including, without limitation, personal property taxes, liens, security interests, licenses, defects and leases.

The Seller has executed and delivered this Bill of Sale to Purchaser, and Purchaser has received and accepted this Bill of Sale and has acquired such right, title and interest in the Mobile Homes as the Seller may have, if any, AS IS, WHERE IS, AND WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL; IT BEING THE INTENTION OF THE SELLER AND PURCHASER, BY ITS ACCEPTANCE OF THIS BILL OF SALE, TO HEREBY EXPRESSLY REVOKE, RELEASE, NEGATE, AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES AS TO (i) THE EXISTENCE, OWNERSHIP, TITLE, POSSESSION, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY, VALUE, CONDITION, MAKE, MODEL, COMPOSITION, AUTHENTICITY, OR AMOUNT OF THE MOBILE HOMES; (ii) THE SUITABILITY, MERCHANTABILITY, OR FITNESS OF THE MOBILE HOMES FOR A PARTICULAR USE OR PURPOSE; (iii) THE NATURE OR QUALITY OF CONSTRUCTION, STRUCTURAL DESIGN, OR ENGINEERING OF THE MOBILE HOMES OR THE QUALITY OF THE LABOR OR MATERIALS INCLUDED THEREIN; (iv) ANY FEATURES OR CONDITIONS OF OR WHICH AFFECT THE MOBILE HOMES; (v) ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE MOBILE HOMES; AND (vi) ANY ENVIRONMENTAL, GEOLOGICAL, STRUCTURAL, OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW, OR HEREAFTER AFFECTING IN ANY MANNER ANY OF THE MOBILE HOMES.
This is a final and exclusive expression of the agreement of the Seller and Purchaser as to the interests described herein above, and no course of dealing or usage of trade or custom or course of performance shall be relevant to explain or supplement any term expressed in this Bill of Sale.

This Bill Of Sale is executed pursuant to that certain Purchase and Sale Agreement dated as of January 27, 2016 between Seller and Purchaser.

IN WITNESS WHEREOF, this Bill of Sale is executed by the Seller and Purchaser to be effective as of the date first written above. This Bill of Sale may be executed in multiple counterparts, all such executed counterparts shall constitute the same agreement, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

PURCHASER:

COLONY WASTE SERVICES LLC,
a Florida limited liability company

By: [Signature]
Name: [Name]
Title: [Title]

SELLER:

COLONY PARK DEVELOPMENT UTILITIES, LLC,
a Florida limited liability company

By: [Signature]
Name: Gary Phillips
Title: Manager
AFFIDAVIT

Before me, the undersigned authority, personally appeared Gary Phillips (the “Affiant”) who being by me duly sworn on oath, deposes and says:

1. Affiant is over the age of eighteen (18) years and sui juris.

2. Affiant is the manager (the “Manager”) of Colony Park Development Utilities, LLC, a Florida limited liability company (the “LLC”).

3. The LLC is the owner of the following legally described property (the “Property”):

See Exhibit “A” attached hereto and made a part hereof.

4. Affiant acknowledges that the proposed insured easements have not been terminated, abandoned or amended and are still in use.

5. Affiant acknowledges that there are no leases and that it is in possession.

FURTHER AFFIANT SAYETH NAUGHT.

Colony Park Development Utilities, LLC, a Florida limited liability company

By: __________________________

Gary Phillips, Manager

State of Florida
County of Broward

Sworn to and subscribed before me this 28th day of March, 2016, by Gary Phillips as Manager of Colony Park Development Utilities, LLC, a Florida limited liability company, who is personally known to me and who did take an oath.

(Notary Seal)
Exhibit A

Legal Description

A parcel of land lying in Section 15, Township 23 South, Range 36 East, Brevard County, Florida, lying adjacent to and South of Colony Park, Section 3, according to the Plat thereof as recorded in Plat Book 20, Page 107, Public Records of Brevard County, Florida, and being more particularly described as follows:

Commence at the S.E. Corner of said Section 15 and run S. 87 degrees 45' 45" W. along the South line of said Section a distance of 958.38 feet for a Point of Beginning of this description; thence continue S. 87 degrees 45' 45" W. along said South line, 250.00 feet; thence N. 2 degrees 14' 15" W., 312.50 feet to the Southwest corner of the aforementioned Colony Park, Section 3; thence along the South line of said subdivision the following courses and distances: N 87 degrees 45' 45" E., 100.0 feet; N. 2 degrees 14' 15" W., 62.50 feet; N. 87 degrees 45' 45" E., 50.00 feet; S. 2 degrees 14' 15" E., 75.0 feet; N. 87 degrees 45' 45" E., 100.0 feet; thence leaving said South line run S. 2 degrees 14' 15" E., 300.0 feet to the Point of Beginning;

AND

A parcel of land lying in Section 15, Township 23 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 15, and run S. 87 degrees 45' 45" W., along the South line of said Section, a distance of 658.38 feet to the Southwest corner of COLONY PARK, SECTION 2, recorded in Plat Book 20, Page 18, Public Records of Brevard County, Florida, the Point of Beginning; thence continue S. 87 degrees 45' 45" W., along said South line, a distance of 300.00 feet; thence N. 02 degrees 14' 15" W., along the East line of lands described in Official Records Book 1474, Page 1008, a distance of 300.0 feet to a point on the South line of COLONY PARK, SECTION 3, recorded in Plat Book 20, Page 107; thence N 87 degrees 45' 45" E., along said South line, a distance of 300.0 feet to a point on the West line of aforesaid COLONY PARK, SECTION 2; thence S. 02 degrees 14' 15" E., along said West line, a distance of 300.0 feet to the Point of Beginning.

Together with the Easements recorded in Official Records Book 2514, pages 2755, 2758, and 2761, Public Records of Brevard County, Florida for the purposes and subject to the terms and conditions recited therein for the benefit of the lands described above.
FIRPTA CERTIFICATE OF CPDU

Non-Foreign Affidavit

Before me, the undersigned authority, personally appeared Gary Phillips, who being by me duly sworn, on oath, deposes and says:

1. That affiant is the Manager of Colony Park Development Utilities, LLC, a Florida limited liability company ("Transferor").

2. Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by Transferor, the undersigned hereby certifies the following on behalf of Transferor:

   A. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate or disregarded entity (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
   
   B. Transferor's Tax Identification Number is _______________________; and
   
   C. Transferor has an address at 4000 Hollywood Blvd., Suite 500-N, Hollywood, FL 33021.

3. Transferor understands that this Affidavit may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

4. Under penalties of perjury I declare that I have examined this Affidavit and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

COLONY PARK DEVELOPMENT UTILITIES, LLC,
a Florida limited liability company

By: ____________________________
   Gary Phillips, Manager

Source CFR, Section 1.1445-2T(b)(2)(iii)(B)

STATE OF FLORIDA )
) SS.: 
COUNTY OF BROWARD

On March 28, 2016 before me personally appeared Gary Phillips, as Manager of COLONY PARK DEVELOPMENT UTILITIES, LLC, a Florida limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed within this instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[Notary Seal]

Notary Public

Printed Name: ____________________________

My Commission Expires: ____________________________
LIMITED LIABILITY COMPANY AFFIDAVIT OF CPDU

State of Florida )
County of Broward )

Before me, the undersigned authority, personally appeared Gary Phillips ("Affiant") who being by me first duly sworn, on oath deposes and says that:

1. Affiant is the Manager of Colony Park Development Utilities, LLC, a Florida limited liability company (the "LLC").

2. The LLC is currently in existence under valid articles of organization and regulations and has not been terminated or dissolved.

3. The LLC is the owner of the property described on Exhibit "A" attached hereto and made a part hereof by reference (the "Property").

4. The LLC is not in bankruptcy and, if the LLC is a single member entity, the single member is not in bankruptcy.

5. Affiant is authorized by the articles of organization or operating agreement to execute any instruments affecting the Property on behalf of the LLC.

6. Under penalties of perjury, Affiant declares that Affiant has read the foregoing

[Signature]
Gary Phillips, Manager of Colony Park Development Utilities, LLC

The foregoing instrument was acknowledged before me this 28th day of March, 2016 by Gary Phillips, as manager of Colony Park Development Utilities, LLC, a Florida limited liability company, who [✓] is personally known to me or [ ] has produced a driver's license as identification.

[Notary Seal]
Printed Name: ____________________________
My Commission Expires: ________________
NO LIEN AFFIDAVIT AND GAP AFFIDAVIT

State of Florida )
) SS
County of Broward )

Before me, the undersigned authority, personally appeared Gary Phillips (the "Affiant"), who being duly sworn according to law, deposes and says:

1. Affiant is the manager of Colony Park Development Utilities, LLC, a Florida limited liability company (the "Owner"), and has personal knowledge of all matters contained in this affidavit.

2. Owner is the owner of the real property located in Brevard County, Florida, as legally described in Exhibit A attached hereto and made a part hereof (the "Property").

3. The Property is free and clear of all liens, taxes, encumbrances and claims of any kind, nature and description whatsoever made by, through or under Owner, except as described in Schedule B of Old Republic National Title Insurance Company (the "Title Company") Commitment No. 16028527, bearing an Effective Date of March 6, 2016, at 11:00 p.m. (the "Effective Date"), except taxes for the year 2016 and thereafter, which are prorated at the time of closing.

4. There are no construction, materialmen or laborers' liens under the Florida Statutes filed against the Property; there have been no repairs, improvements or other work done or labor, materials or services bestowed upon the Property or any part thereof within ninety (90) days preceding the date of this Affidavit authorized by Owner for which all or any part of the cost of the same remains unpaid; there are no outstanding contracts, either oral or written, for the furnishing of any labor, materials or services in connection with the improvements of the Property or any part thereof entered into by Owner; and no person, firm or corporation is entitled to a lien under Chapter 713 of the Florida Statutes with respect to the Property.

5. Owner is in exclusive possession of the Property and no other person or entity has any claim of possession, options to purchase or rights to purchase any portion of the property with respect to the Property.

6. There have been no documents recorded in the Public Records of Brevard County, Florida, subsequent to the Effective Date which affect title to the Property; there are no matters pending against Owner since the Effective Date that could give rise to a lien that would attach to the Property; and Owner has not executed and will not execute any instrument or agreement that would adversely affect the title to the Property.

7. That there are no matters pending against Owner that could give rise to a lien that would attach to the property between the date of the title commitment and the recording of the title.
8. That there are no actions or proceedings now pending in any State or Federal Court to which the Owner is now a party including, but not limited to, proceedings in bankruptcy, receivership or insolvency, nor are there any judgments or liens of any nature which constitute or could constitute a charge lien, or adversely affect said property. Subsequent and prior to the date of closing, Owner hereby agrees and represents that it has not and will not execute any instrument or do any act whatsoever that would in any way or may affect the title to the property, including but not limited to the mortgaging or conveying the property or any interest therein, or causing any liens to be recorded against the property or Owner which would be a lien against the subject property.

9. That there are no violations of County or municipal ordinances pertaining to the property to the best of Owner's knowledge.

10. That, in the event the current real estate and personal property taxes vary from the figures used in making prorations in connection with the closing had this day, a proper adjustment and new proration will be made upon demand by either party to the transaction.

11. This affidavit is made as an inducement to and as a part of the consideration for issuance of Title Company's owner's insurance policy insuring Colony Waste Services LLC, a Florida limited liability company to purchase the above-described property (the "Policy"), which Policy eliminates certain rights of parties in possession and construction and mechanics' liens as exceptions to title; and this affidavit is made with the full knowledge that Title Company is relying upon the truth of the statements made herein to issue the Policies. The undersigned is fully advised of the legal effect and obligations imposed upon Affiant by the execution of this instrument under oath.

12. Affiant hereby agrees to indemnify and hold Phillips, Cantor, Shalek, Rubin & Pfister, P.A. and Title Company harmless of and from any and all loss, cost, damage and expense of every kind, including attorneys' and paralegals' fees, which Phillips, Cantor, Shalek, Rubin & Pfister, P.A. and Title Company shall or may suffer or become liable for under the Policy or upon the Property, on account of reliance on the statements made herein. This Affidavit constitutes the representation and warranty of Affiant to Phillips, Cantor, Shalek, Rubin & Pfister, P.A. and Title Company that the foregoing statements are true and correct.

FURTHER AFFIANT SAYETH NAUGHT.

[Signature]
Gary Phillips, as Manager
State of Florida  
County of Broward

Sworn to and subscribed before me this 28th day of March, 2016, by Gary Phillips as Manager of Colony Park Development Utilities, LLC, a Florida limited liability company, who is personally known to me and who did take an oath.

(Notary Seal)

NOTARY PUBLIC
Commission No.:  
Commission Expires:

SILVIA BOWLEG  
Commission # FF 973338  
Expires October 4, 2019  
(Seal)
Exhibit A
Legal Description

A parcel of land lying in Section 15, Township 23 South, Range 36 East, Brevard County, Florida, lying adjacent to and South of Colony Park, Section 3, according to the Plat thereof as recorded in Plat Book 20, Page 107, Public Records of Brevard County, Florida, and being more particularly described as follows:

Commence at the S.E. Corner of said Section 15 and run S. 87 degrees 45' 45" W. along the South line of said Section a distance of 958.38 feet for a Point of Beginning of this description; thence continue S. 87 degrees 45' 45" W. along said South line, 250.00 feet; thence N. 2 degrees 14' 15" W., 312.50 feet to the Southwest corner of the aforementioned Colony Park, Section 3; thence along the South line of said subdivision the following courses and distances: N 87 degrees 45' 45", 100.0 feet; N. 2 degrees 14' 15" W., 62.50 feet; N. 87 degrees 45' 45" E., 50.00 feet; S. 2 degrees 14' 15" E., 75.0 feet; N. 87 degrees 45' 45" E., 100.0 feet; thence leaving said South line run S. 2 degrees 14' 15" E., 300.0 feet to the Point of Beginning;

AND

A parcel of land lying in Section 15, Township 23 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 15, and run S. 87 degrees 45' 45" W., along the South line of said Section, a distance of 658.38 feet to the Southwest corner of COLONY PARK, SECTION 2, recorded in Plat Book 20, Page 18, Public Records of Brevard County, Florida, the Point of Beginning; thence continue S. 87 degrees 45' 45" W., along said South line, a distance of 300.00 feet; thence N. 2 degrees 14' 15" W., along the East line of lands described in Official Records Book 1474, Page 1008, a distance of 300.0 feet to a point on the South line of COLONY PARK, SECTION 3, recorded in Plat Book 20, Page 107; thence N 87 degrees 45' 45" E., along said South line, a distance of 300.0 feet to a point on the West line of aforesaid COLONY PARK, SECTION 2; thence S. 2 degrees 14' 15" E., along said West line, a distance of 300.0 feet to the Point of Beginning.

Together with the Easements recorded in Official Records Book 2514, pages 2755, 2758, and 2761, Public Records of Brevard County, Florida for the purposes and subject to the terms and conditions recited therein for the benefit of the lands described above.
EXHIBIT B
Rule 25-30.037 (2)(j)

The buyer must provide the following documentation of the terms of the transfer:
1. The date the closing occurred or will occur;
2. The purchase price and terms of payment;
3. A list of and the dollar amount of the assets purchased and liabilities assumed or not assumed, including those of nonregulated operations or entities;
4. A description of all consideration between the parties, including promised salaries, retainer fees, stock, stock options, and assumption of obligations;

See attached. The closing took place on November 29, 2016.
HUD-1
A. Settlement Statement

B. Type of Loan

☐ 1. FHA  ☐ 2. VA  ☐ 3. Conv. Units.


6. File Number 248180 - CPOU

7. Loan Number:

8. Mortg. Ins. Case Num.: 

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "p.o.c." were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME OF BORROWER: Colony Waste Services LLC, a Florida limited liability company

Address of Borrower: 118 SW 11th Court, Boca Raton, Florida 33431

E. NAME OF SELLER: Colony Park Development Limited, LLC, a Florida limited liability company

Address of Seller: 400 Hollywood Boulevard, Suite 500 N, Hollywood, Florida 33021

TIN:

F. NAME OF LENDER: Colony Park Development Limited, LLC, a Florida limited liability company

Address of Lender: 400 Hollywood Boulevard, Suite 600-North, Hollywood, Florida 33021

G. PROPERTY LOCATION: 8710 Ocean Drive, Montil Island, Florida 33253

H. SETTLEMENT AGENT: Phillips, Gerlac, Shulef, Rubin & Pitzer, P.A.

Place of Settlement: 400 Hollywood Boulevard, Suite 500-North, Hollywood, Florida 33021

TIN: 20-4011348

Phone: 954-966-1820

I. SETTLEMENT DATE: 3/28/16

Disbursement Date: 3/28/16

J. Summary of borrower’s transaction:

110. Gross amount due from borrower: 52,829.50

200. Marital status of borrower:

301. Deposit or earnest money:

402. Personal property:

120. Gross amount due to seller: 52,829.50

403. Settlement changes to borrower (Line 1400): 52,829.50

404. Settlement changes to seller (Line 1400): 0

405. Adjustments for items paid by seller in advance:

121. Equity at time of loan:

201. Deposit or earnest money:

301. Principal amount of new loan(s):

202. Adjustment to Line 121:

203. Existing loan(s) taken subject to:

204. Adjustments to Line 203:

205. Adjustments to Line 202:

206. Adjustments to Line 204:

207. Principal amount of mortgage held by seller:

208. Adjustments to Line 207:

209. Security Deposit:

210. Adjustments for items unpaid by seller:

211. County taxes from 01/01/16 to 03/28/16:

212. County taxes from 03/29/16 to 03/28/18:

213. PSC RAC Assmnt due from 01/01/16 to 03/28/16:

214. DPRR Annual due from 01/01/16 to 03/28/18:

215. Schedules 401a:

216. Schedule 401b:

217. Schedule 401c:

218. Schedule 401d:

219. Total paid by borrower: 710.00

220. Cash at settlement from borrower:

221. Gross amount due from borrower (line 120):

222. Gross amount due to seller (line 110):

223. Less amount paid by borrower (line 222):

224. Less amount paid by seller (line 221):

225. Cash paid by borrower (line 223):

226. Cash paid by seller (line 224):

Substitute Form 1098 Seller Statement: The information contained in blocks E, G, H, and I and on line 401 is important tax information and is being furnished to the IRS. If you are required to file a return, negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

seller instructions: If this real estate was your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your tax return; for other transactions, complete the applicable parts of Form 4797, Form 8262 and/or Schedule D (Form 1040).

Borrower’s name: [ Signature ]

Sellers Initials: [ Signature ]

DoubleTime9
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Total settlement items: 2,629.50

Borrower's Initial(s):

Seller's Initial(s):

DoubleTime®
I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

Borrower(s)

Colony Waste Services LLC, a Florida limited liability company

By:

Steven Birnbach
Managing Member

(Signature)

Seller(s)

Colony Park Development Utilities, LLC, a Florida limited liability company

By:

Gary S. Phillips
Managing Member

(Signature)

Settlement Agent

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Phillips, Cantor, Shalek, Rubin & Pfister, P.A.

By:

Date: 3-28-16

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.
WRITTEN CONSENT IN LIEU
OF SPECIAL MEETING
OF THE MEMBERS
OF
COLONY PARK DEVELOPMENT UTILITIES, LLC

The undersigned, being at least a majority of the members of COLONY PARK DEVELOPMENT UTILITIES, LLC, a Florida limited liability company (the “Company”), do hereby consent to the following actions in lieu of a special meeting of the members of the Company:

RESOLVED, that the Company hereby is authorized to enter into that certain Purchase and Sale Agreement dated January 27, 2106, as amended, to sell that certain property real property and mobile homes located at Colony Park Mobile Home Village, Merritt Island, Florida, Folio (i) known as Parcel Id. 23-36-15-00-00757.0-0000.00, and (ii) known as Parcel Id. 23-36-15-00-00751.0-0000.00 to Colony Waste Services LLC, a Florida limited liability company, in exchange for $50,000 (the “Contract). It is further

RESOLVED, that Gary Phillips, as manager of the Company, be and hereby is authorized to execute and deliver said Contract, together with such other certificates or documents as may be necessary or desirable to effectuate the transactions contemplated by the Contract, including, but not limited to, deeds, bills of sale, closing statements, seller affidavits and post-closing agreements. It is further

RESOLVED, that such manager is authorized to take such action as is reasonably necessary to carry out the foregoing. It is further

IN WITNESS WHEREOF, the undersigned, as at least a majority of the members of the Company, have executed this Written Consent as of the 26th day of March, 2016.

MEMBERS:

Gary Phillips
Closing Statement Addendum

Seller: Colony Park Development Utilities, LLC, a Florida limited liability company  
Buyer: Colony Waste Services LLC, a Florida limited liability company  
Property: Colony Park Mobile Home Village, Merritt Island, Florida, Folio 23-36-15-00-00757.0-0000.00, and 23-36-15-00-00751.0-0000.00  
Closing Agent: Phillips, Cantor, Shalek, Rubin & Pfister, P.A.  
Closing Date: March 26, 2016  
File Number: 26180

TAX RE-PRORATION AGREEMENT: If the most recent property tax bill issued does not cover through the closing date, then the tax prorations set forth on the settlement statement are based upon an estimate. The basis of proration as set forth on the settlement statement is hereby accepted by the parties to this transaction. It is hereby understood and agreed that the actual taxes, if different, will be adjusted between the parties upon demand. Closing Agent is not liable or responsible for adjustment or re-proration of taxes. Closing Agent is not responsible or liable for additional taxes, other charges or tax refunds, if any, and shall not be liable should any of the parties to this transaction fail or refuse to re-prorate the taxes.

AGREEMENT TO COOPERATE: If requested by Lender (if any), Closing Agent, Title Agent or Title Underwriter, the parties agree to fully cooperate and adjust for clerical errors, including the execution or re-execution of any reasonable documentation and/or the remittance of any additional sums.

MISCELLANEOUS: Closing Agent does not make any representations or warranties nor assumes any liability with respect to the physical condition of the property, or any repairs to the property. Buyer has been advised and encouraged to secure hazard insurance coverage prior to completion of closing. If a survey was prepared for the subject transaction, then the Buyer hereby acknowledges receipt of a copy thereof. The buyer has reviewed said survey and accepts title subject to the matters set forth thereon. Buyer has reviewed the proposed deed and is satisfied with and approves the manner which title is being held.

DISBURSEMENT AUTHORIZATION, ETC.: Closing Agent does not adjust or assume liability for charges for water, rents, gas, electricity, taxes on personal property, garbage taxes or fees, license fees or taxes, service/maintenance contracts (pest control, appliance maintenance, pool care, lawn care, alarm systems, etc.), association assessments or dues, or estoppel information furnished by mortgagees or others. The settlement statement has been reviewed and approved and Closing Agent is irrevocably authorized and directed to complete the closing of the transaction and make disbursement in accordance therewith. In the event of mortgage assumption, if Seller has received a credit for the escrow account balance, then Seller hereby assigns all right, title and interest in said account to Buyer. Seller, Buyer, and Borrower are used for singular or plural, as the context so requires or admits. This Agreement is being provided as an inducement for Closing Agent to serve as the closing agent and for Title Agent and Title Underwriter to issue title insurance on the subject transaction.

Buyer:

COLONY WASTE SERVICES LLC,  
a Florida limited liability company

By: ____________________________  
Name: ____________________________  
Title: ____________________________

Seller:

COLONY PARK DEVELOPMENT UTILITIES, LLC,  
a Florida limited liability company

By: ____________________________  
Name: Gary Phillips  
Title: Manager
Error And Omissions/Compliance Agreement

Seller: Colony Park Development Utilities, LLC, a Florida limited liability company
Buyer: Colony Waste Services LLC, a Florida limited liability company
Property: Colony Park Mobile Home Village, Merritt Island, Florida, Folio 23-36-15-00-00757.0-0000.00, and 23-36-15-00-00751.0-0000.00
Closing Agent: Phillips, Cantor, Shalek, Rubin & Pfister, P.A.
Closing Date: March 28, 2016

The undersigned for and in consideration of closing agent, Phillips, Cantor, Shalek, Rubin & Pfister, P.A., and its title underwriter, Old Republic National Insurance Company, this date funding the closing, agrees, if requested by Closing Agent or title underwriter, to fully cooperate and adjust for clerical errors, omissions, mistakes, or corrections required on any or all closing documentation if deemed necessary in the reasonable discretion of Closing Agent or Title Underwriter.

The undersigned Buyer and Seller do hereby so agree and covenant in order to assure that the closing documentation executed this date will conform with Closing Agent’s or Title Underwriter’s underwriting procedures.

EFFECTIVE DATE: March 28, 2016

BUYER:

COLONY WASTE SERVICES LLC,
a Florida limited liability company

By: ________________________________
Name: ________________________________
Title: ________________________________

State of Florida
County of ________________

The foregoing instrument was acknowledged before me this 28th day of March, 2016 by Joseph A.قود as manager of COLONY WASTE SERVICES LLC, a Florida limited liability company, on behalf of said company, who is personally known to me have produced a driver’s license as identification.

[Notary Seal]

SILVIA BOWLING
Commission # 7F 923338
Expires October 4, 2019
Individual Name: __________________________

Printed Name: __________________________

My Commission Expires: __________________________
SELLER:

COLONY PARK DEVELOPMENT UTILITIES, LLC,
a Florida limited liability company

By: __________________________
Name: Gary Phillips
Title: Manager

State of Florida
County of Broward

The foregoing instrument was acknowledged before me this ___ day of March, 2016 by Gary Phillips, as manager of COLONY PARK DEVELOPMENT UTILITIES, LLC, a Florida limited liability company, on behalf of said company, who [ ] is personally known or [ ] have produced a driver's license as identification.

[Notary Seal]

Notary Public

Printed Name:

My Commission Expires:
SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT AND TERMINATION OF ESCROW AGREEMENT

THIS SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT AND TERMINATION OF ESCROW AGREEMENT ("Amendment") dated as of this 19th day of November, 2016, by and between COLONY PARK DEVELOPMENT UTILITIES, LLC, a Florida limited liability company ("Seller"), COLONY WASTE SERVICES, LLC, a Florida limited liability company, by Assignment of Contract from Cypress Strand Properties, LLC ("Buyer") and Phillips, Cantor, Shalek & Pfister, P.A., a Florida corporation ("Escrow Agent"). Capitalized terms not defined herein shall have the meaning set forth in the Purchase and Sale Agreement dated January 27, 2016 (as hereinafter defined).

WHEREAS, Seller and Buyer entered into that certain Purchase and Sale Agreement dated January 27, 2016 (the "Purchase Agreement"); the Seller and Buyer entered into that certain First Amendment to the Agreement dated March 14, 2016 (the "First Amendment"); pursuant to the First Amendment, Seller and Buyer entered into that certain Escrow Agreement dated March 28, 2016 (the "Escrow Agreement"); and the Escrow Agent agreed to hold the Transfer Documents and the Purchase Funds, as such terms are defined in the Escrow Agreement, pursuant to the terms of the Escrow Agreement; and

WHEREAS, Buyer and Seller now desire to further amend the Agreement and terminate the Escrow Agreement upon the terms and conditions hereinafter set forth.

NOW, THEREFORE in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Recitals:** The above recitals are true and correct and are incorporated herein by reference.

2. **Amendment:** The Agreement shall be amended as follows:

   A. The Quit Claim Bill of Sale referenced in and attached to the Escrow Agreement failed to properly identify the assets associated with the Sewer Utility Property and therefore the original Quit Claim Bill of Sale dated March 28, 2016, is voided and shall be replaced with the Amended Quit Claim Bill of Sale attached hereto as Appendix 1 which Seller shall execute and deliver along with this Amendment.

   B. The closing of the purchase and sale of the Sewer Utility Property shall remain contingent upon and subject to the approval of the Florida Public Service Commission ("FPSC") in accordance with Section 367.071(1), Florida Statutes, upon terms and conditions reasonably acceptable to Buyer as to such approval.

   C. In the event the approval of the FPSC is not granted within one year of the date of this Second Amendment (the "Approval Period"), Buyer agrees to execute, and
Seller agrees to accept, the Special Warranty Deed, Quit Claim Bill of Sale and related transfer documents in a form substantially similar to those documents delivered from Seller to Buyer at Closing on March 28, 2016 (except for the amended Quit Claim Bill of Sale which form shall control), at which time the Seller agrees to return, and the Buyer agrees to accept the return of, the purchase funds in the amount of $50,000.00, less any closing costs or adjustments represented on the Settlement Statement dated March 28, 2016; further any and all agreements or understandings relating to the sale of the Sewer Utility Property will be null and void between the Seller and Buyer.

D. During the Approval Period, the Buyer shall operate the Utility Property, retain all revenue and provide for all expenses, taxes, insurance, and maintain the Utility Property in the same condition that existed at the Closing Date, normal wear and tear excepted. The parties further agree to support the application to the FPSC for the approval of the transfer of the Sewer Utility Property to the Buyer, and make a good faith and diligent effort to secure FPSC approval of the transfer.

3. Termination of Escrow Agreement.

A. Buyer and Seller have instructed the Escrow Agent, as such term is defined in the Escrow Agreement, to record the Special Warranty Deed, release the remaining Transfer Documents to Buyer, and release the Purchase Funds to Seller represented on the Settlement Statement dated March 28, 2016.

B. The agreement between Buyer and Seller to instruct the Escrow Agent to record the Special Warranty Deed, release the remaining Transfer Documents to Buyer, and release the Purchase Funds to Seller shall in no way have any effect whatsoever on the requirement in Paragraph 2B above that the closing of the purchase and sale of the Utility Property shall be contingent upon and subject to the approval of the FPSC in accordance with Section 367.071(1), Florida Statutes.

C. The Escrow Agent is hereby authorized to (i) record the Special Warranty Deed and (ii) release the remaining Transfer Documents to Buyer, and (iii) release the Purchase Funds to Seller. The parties agree that upon the (i) recordation of the Special Warranty Deed, (ii) release of Transfer Documents to Buyer, and (iii) release of the Purchase Funds to Seller represented on the Settlement Statement dated March 28, 2016, the Escrow Agent shall be completely discharged and released of any and all further liabilities or responsibilities hereunder and the Escrow Agreement is thereby terminated effective on the date on which the last of these events occur.

D. Effective upon the full execution of this Second Amendment and release of escrow items as set forth herein, the Escrow Agreement shall terminate.

4. Reaffirmation. In the event of conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, the terms and conditions of this
Amendment shall control. Except as modified hereby, the Agreement is hereby ratified and confirmed and is in full force and effect.

5. **Entire Agreement:** This Amendment contains the entire agreement between the parties and may not be modified orally, but only in writing, signed by the parties.

6. **Counterparts:** This Amendment may be executed in counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Buyer and Seller have executed this Amendment as of the day and year first above written.

**BUYER:**

COLONY WASTE SERVICES, LLC,
a Florida limited liability company

By:__________________________
Name: Joseph A. Foody
Title: Managing Member

**SELLER:**

COLONY PARK DEVELOPMENT UTILITIES, LLC,
a Florida limited liability company

By:__________________________
Name: Gary Phillips
Title: Manager

**ESCROW AGENT:**

Phillips, Cantor, Shalek & Pfister, P.A.,
a Florida corporation

By:__________________________
Print name: Gary Phillips
Print Title: President
Appendix 1

Amended Bill of Sale

AMENDED QUIT CLAIM BILL OF SALE – CPDU

THIS AMENDED QUITCLAIM BILL OF SALE (this “Bill of Sale”) is made as of the 29th day of November, 2016 by and between COLONY PARK DEVELOPMENT UTILITIES, LLC, a Florida limited liability company, as seller (“Seller”), and COLONY WASTE SERVICES LLC, a Florida limited liability company, as purchaser (“Purchaser”).

WITNESSETH:

WHEREAS, Seller and Purchaser entered into that certain Purchase and Sale Agreement, dated as of January 27, 2016, as amended by First Amendment dated March 14, 2016 (the “Purchase Agreement”), for the purchase and sale of certain real property located in Merritt Island, Brevard County, Florida, known as Parcel Id. 23-36-15-00-00757.0-0000.00, and Parcel Id. 23-36-15-00-00751.0-0000.00 along with easements and related property rights and interests thereto and described on Exhibit “N” attached hereto (the “Property”); and

WHEREAS, pursuant to Section 7B(6) of the Purchase Agreement, Seller and Purchaser are required to execute and deliver a Quit Claim Bill of Sale as a condition to the closing of the transaction contemplated under the Purchase Agreement (the "Closing").

WHEREAS, Seller executed a Quitclaim Bill of Sale dated March 28, 2016 (the “Quitclaim Bill of Sale”) and delivered same to Purchaser, which Quitclaim Bill of Sale contains errors with respect to the assets being transferred thereunder; and

WHEREAS, the parties have entered into a Second Amendment to the Purchase Agreement and Termination of Escrow Agreement of even date herewith; and

WHEREAS, the parties have agreed to amend the Quitclaim Bill of Sale as contained herein; and

NOW, THEREFORE, that Seller for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DOES HEREBY QUITCLAIM unto Purchaser all of the Seller’s right, title and interest, if any: in and to the sewer utility system both within the Property and outside the Property, including all of the Seller’s right, title and interest, if any, in and to the sewer utility system within the property located at Colony Park Mobile Home Village, Merritt Island, Florida, more particularly described in Exhibit “A” attached hereto and made
a part hereof (the "Utility System"). The Utility System is conveyed in its AS-IS, WHERE-IS condition as more particularly set forth in the following paragraph subject, however, to any and all encumbrances, claims (including claims relating to title) or other matters or conditions affecting the Utility System, including, without limitation, taxes, liens, security interests, licenses, defects and leases.

The Seller has executed and delivered this Amended Bill of Sale to Purchaser, and Purchaser has received and accepted this Amended Bill of Sale and has acquired such right, title and interest in the Utility System as the Seller may have, if any, AS IS, WHERE IS, AND WITH ALL FAULTS, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL; IT BEING THE INTENTION OF THE SELLER AND PURCHASER, BY ITS ACCEPTANCE OF THIS BILL OF SALE, TO HEREBY EXPRESSLY REVOKE, RELEASE, NEGATE, AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES AS TO (I) THE EXISTENCE, OWNERSHIP, TITLE, POSSESSION, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY, VALUE, CONDITION, MAKE, MODEL, COMPOSITION, AUTHENTICITY, OR AMOUNT OF THE UTILITY SYSTEM; (II) THE SUITABILITY, MERCHANTABILITY, OR FITNESS OF THE UTILITY SYSTEM FOR A PARTICULAR USE OR PURPOSE; (III) THE NATURE OR QUALITY OF CONSTRUCTION, STRUCTURAL DESIGN, OR ENGINEERING OF THE UTILITY SYSTEM OR THE QUALITY OF THE LABOR OR MATERIALS INCLUDED THEREIN; (IV) ANY FEATURES OR CONDITIONS OF OR WHICH AFFECT THE UTILITY SYSTEM; (V) ANY AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE UTILITY SYSTEM; AND (VI) ANY ENVIRONMENTAL, GEOLOGICAL, STRUCTURAL, OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW, OR HEREAFTER AFFECTING IN ANY MANNER THE UTILITY SYSTEM.

This is a final and exclusive expression of the agreement of the Seller and Purchaser as to the interests described hereinabove, and no course of dealing or usage of trade or custom or course of performance shall be relevant to explain or supplement any term expressed in this Amended Bill of Sale.

This Amended Bill Of Sale is executed pursuant to that certain Purchase and Sale Agreement dated as of January 27, 2016 between Seller and Purchaser.

IN WITNESS WHEREOF, this Amended Quit Claim Bill of Sale is executed by the Seller and Purchaser to be effective as of March 28, 2016. This Amended Bill of Sale may be executed in multiple counterparts, all such executed counterparts shall constitute the same agreement, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.
PURCHASER:

COLONY WASTE SERVICES LLC,
a Florida limited liability company

By: ____________________________
Name: Joseph A. Foody
Title: Managing Member

SELLER:

COLONY PARK DEVELOPMENT UTILITIES, LLC,
a Florida limited liability company

By: ____________________________
Name: Gary Phillips
Title: Manager
EXHIBIT “A”

Colony Park Mobile Home Village

Additional Property

Any and all easements, rights-of-way, gores of land, streets, ways, alleys, passages, sewer rights, air rights, water, water stock, water rights, titles, interests, privileges, tenements, hereditaments and appurtenances whatsoever, if any, in any way belonging, relating or appertaining to any of the Property, and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Grantor of, in and to the same, if any.

All right, title, and interest of the Grantor, if any, in and to the land lying in the bed of any streets, roads, or avenues, opened, or proposed, in front of or adjoining the Property, and in and to the appurtenances thereto.
EXHIBIT C
Rule 25-30.037(2)(s)

Documentation of the utility's right to access and continued use of the land upon which the utility treatment facilities are located. Documentation of continued use shall be in the form of a recorded warranty deed, recorded quit claim deed accompanied by title insurance, recorded lease such as a 99-year lease, or recorded easement. The applicant may submit an unrecorded copy of the instrument granting the utility's right to access and continued use of the land upon which the utility treatment facilities are or will be located, provided that the applicant files a recorded copy within the time required in the order granting the transfer.

See attached Special Warranty Deed.
SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made the 20th day of March, 2016, by COLONY PARK DEVELOPMENT UTILITIES, LLC, a Florida limited liability company, whose street address is 4000 Hollywood Blvd., Suite 500-N, Hollywood, FL 33021, hereinafter called the Grantor, to COLONY WASTE SERVICES LLC, a Florida limited liability company, whose address is 650 S. Courtenay Parkway, Merritt Island, FL 32952, hereinafter called the Grantee:

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the Grantor, for and in consideration of the sum of $10.00 and other valuable considerations, receipt whereof are hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in Charlotte County, Florida, more particularly described in the attached Exhibit "A" (the "Property"); and (ii) all that certain additional property more particularly described in the attached Exhibit "B" (the "Additional Property"), IF ANY.

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

AND the Grantor hereby covenants with Grantee that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; that it hereby specially warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, subject to real estate taxes for 2016 and subsequent years and all matters of record, without the intention of reimposing same.
IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed as of the day and year first above written.

COLONY PARK DEVELOPMENT UTILITIES, LLC, a Florida limited liability company

By: ________________________________
   Gary Phillips, Manager

Witness Name: ________________________
   Silvia Edwards

State of Florida
County of Broward

The foregoing instrument was acknowledged before me this 28th day of March, 2016, by Gary Phillips, as Manager of COLONY PARK DEVELOPMENT UTILITIES, LLC, a Florida limited liability company, in the capacity aforesaid; such person is __ personally known to me or ____ has produced ______________________ as identification and did not do so under oath.

[Notary Seal]

Printed Name: _________________________
My Commission Expires: ____________________
Exhibit "A" to Special Warranty Deed

Legal Description

A parcel of land lying in Section 15, Township 23 South, Range 36 East, Brevard County, Florida, lying adjacent to and South of Colony Park, Section 3, according to the Plat thereof as recorded in Plat Book 20, Page 107, Public Records of Brevard County, Florida, and being more particularly described as follows:

Commence at the S.E. Corner of said Section 15 and run S. 87 degrees 45' 45" W. along the South line of said Section a distance of 958.38 feet for a Point of Beginning of this description; thence continue S. 87 degrees 45' 45" W. along said South line, 250.00 feet; thence N. 2 degrees 14' 15" W., 312.50 feet to the Southwest corner of the aforementioned Colony Park, Section 3; thence along the South line of said subdivision the following courses and distances: N 87 degrees 45' 45" E., 100.0 feet; N. 2 degrees 14' 15" W., 62.50 feet; N. 87 degrees 45' 45" E., 50.00 feet; S. 2 degrees 14' 15" E., 75.0 feet; N. 87 degrees 45' 45" E., 100.0 feet; thence leaving said South line run S. 2 degrees 14' 15" E., 300.0 feet to the Point of Beginning;

AND

A parcel of land lying in Section 15, Township 23 South, Range 36 East, Brevard County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 15, and run S. 87 degrees 45' 45" W., along the South line of said Section, a distance of 658.38 feet to the Southwest corner of COLONY PARK, SECTION 2, recorded in Plat Book 20, Page 18, Public Records of Brevard County, Florida, the Point of Beginning; thence continue S. 87 degrees 45' 45" W., along said South line, a distance of 300.00 feet; thence N. 02 degrees 14' 15" W., along the East line of lands described in Official Records Book 1474, Page 1008, a distance of 300.0 feet to a point on the South line of COLONY PARK, SECTION 3, recorded in Plat Book 20, Page 107; thence N 87 degrees 45' 45" E., along said South line, a distance of 300.0 feet to a point on the West line of aforesaid COLONY PARK, SECTION 2; thence S. 02 degrees 14' 15" E., along said West line, a distance of 300.0 feet to the Point of Beginning.
Exhibit "B" to Special Warranty Deed

Additional Property

Any and all easements, rights-of-way, gores of land, streets, ways, alleys, passages, sewer rights, air rights, water, water stock, water rights, titles, interests, privileges, tenements, hereditaments and appurtenances whatsoever, if any, in any way belonging, relating or appertaining to any of the Property, and all of the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Grantor of, in and to the same, if any.

All right, title, and interest of the Grantor, if any, in and to the land lying in the bed of any streets, roads, or avenues, opened, or proposed, in front of or adjoining the Property, and in and to the appurtenances thereto.