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*e-Mail: tcrabb@radeylaw.com*

January 5, 2024

VIA Electronic Filing to the Office of Commission Clerk

Attn: Melinda Watts, Engineering Specialist  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

**Re: Docket No. 20230033-SU – Application for Transfer of Wastewater Certificate  
No. 562-S of TKCB, Inc. to CSWR-Florida Utility Operating Company, LLC,  
in Brevard County.**

Dear Ms. Watts:

On December 27, 2023, CSWR-Florida Utility Operating Company, LLC closed on its purchase of the assets of TKCB, Inc. As required by the Commission's November 28, 2023, transfer order (PSC-2023-0359-PAA-SU), please find enclosed copies of the executed and recorded deed for continued access to the land upon which the facilities are located (exhibits 1-3), signed and executed contract for sale (exhibits 4 and 5), and the Florida DEP application for transfer of wastewater facility permit FLA010353 (exhibit 6). Thank you for your continued assistance with this docket.

Sincerely,

*/s/ Thomas A. Crabb*

Thomas A. Crabb  
Attorney for CSWR-Florida UOC

cc: Charles Rehwinkel (Rehwinkel.charles@leg.state.fl.us)  
Mary Wessling (wessling.mary@leg.state.fl.us)

**1**

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Rec. \$  
Doc Stamps \$

Prepared by/Record & Return to:  
Thomas J. Dobbins, Esquire  
Trow & Dobbins, P.A.  
1301 NE 14<sup>th</sup> Street  
Ocala, FL 34470-4641  
(352) 369-8830

For Recorder's Use Only  
CFN 2023269596 OR BK 9961 PAGE 92  
Recorded 12/28/2023 at 02:22 PM, Rachel M. Sadoff,  
Clerk of Courts, Brevard County  
Doc D: \$2975.00 # Pgs:8

**CORPORATE WARRANTY DEED**

THIS INDENTURE, made this 22 day of December 2023 by and between TKCB, INC., a Florida corporation, whose mailing address is 5600 North U.S. Highway 1, Cocoa, County of Brevard, State of Florida 32927, GRANTOR, and CSWR-FLORIDA UTILITY OPERATING COMPANY, LLC, a Florida limited liability company, whose mailing address is 1630 Des Peres Road, Suite 140, St. Louis, County of St. Louis, State of Missouri 63131, GRANTEE.

WITNESSETH, that the said GRANTOR for and in consideration of the sum of Ten and no/100 Dollars, to it in hand paid by the GRANTEE has granted, bargained and sold to the said GRANTEE and GRANTEE'S successors and assigns forever the lands described on Exhibit "A" attached hereto.

SUBJECT to Easements, Agreements, Covenants, and Restrictions of record which shall not be re-imposed hereby.

SUBJECT to taxes for 2024 and thereafter.

Brevard County Property Appraiser's Parcel Number: 24-35-01-04-A, 24-35-01-00-1, 24-35-01-25-1-19 and 24-35-01-00-5.

Together with all tenements, hereditaments, and appurtenances thereto, belonging or in any way appertaining, to have and to hold in the same in fee

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

IN WITNESS WHEREOF, the GRANTOR has caused its corporate name to be hereunto subscribed and the corporate seal to be affixed by its officers hereunto duly authorized, this 22 day of December 2023.

Witnesses as to Grantor:

GRANTOR:

[Signature]  
Print Name: William OWENS  
Address: 428 Boyote Dr  
Cocoa FL 32927

TKCB, INC., a Florida corporation

By: [Signature]  
THAD A. TERRY a/k/a  
THAD A. TERRY, SR.,  
its President

[Signature]  
Print Name: Zach Scruggs  
Address: 155 Seminole Ave  
Titusville FL, 32780

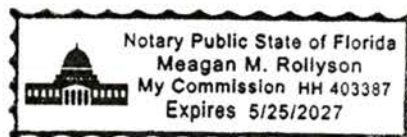
(corporate seal)

STATE OF FLORIDA  
COUNTY OF Brevard

The foregoing instrument was acknowledged and executed before me by means of  physical presence or  online notarization this 22 day of December 2023 by THAD A. TERRY a/k/a THAD A. TERRY, SR., as President of TKCB, INC., a Florida corporation. Such person(s): (notary must check applicable box)

- is personally known to me.
- produced a current Florida Driver's License as identification.
- produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public  
State of Florida, at Large  
My Commission Expires: 5/25/2027



**EXHIBIT "A"**

**PARCEL 1 a/k/a SITE 1:**

TRACT A, SUN LAKE ESTATES UNIT ONE, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 31, PAGE 26, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

**PARCEL 2 a/k/a SITE 2 and SITE 3a North:**

THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) AND THE SOUTH ONE-HALF (S 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA.

LESS AND EXCEPT:

SUN LAKE ESTATES UNIT ONE, AS RECORDED IN PLAT BOOK 31, PAGE 26, PUBLIC RECORDS OF SAID BREVARD COUNTY.

AND LESS AND EXCEPT:

SUN LAKE ESTATES UNIT TWO, AS RECORDED IN PLAT BOOK 31, PAGE 54, PUBLIC RECORDS OF SAID BREVARD COUNTY.

AND LESS AND EXCEPT:

A PARCEL OF LAND LYING IN THE EAST 1/2 OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BEING A PORTION OF CANAVERAL GROVES SUBDIVISION, RECORDED IN SURVEY BOOK 2, PAGE 58 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 1, AND RUN SOUTH 01°01'56"W, ALONG THE WEST LINE OF THE NORTHEAST 1/4, A DISTANCE OF 2444.14 FEET TO A POINT ON THE NORTH LINE OF LOT 17 OF SAID CANAVERAL GROVES SUBDIVISION; THENCE RUN SOUTH 89°27'30" EAST, ALONG THE NORTH LINE OF LOTS 17 AND 18, BLOCK 1, A DISTANCE OF 340.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 18, BLOCK 1; THENCE RUN SOUTH 01°02'22" WEST, ALONG THE EAST LINE OF SAID LOT 18, A DISTANCE OF 63.52 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°02'22" WEST, ALONG SAID EAST LINE AND ITS SOUTHERLY EXTENSION, A DISTANCE OF 287.15 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF DETROIT AVENUE (A 60 FOOT WIDE RIGHT OF WAY) AS SHOWN ON SAID SUBDIVISION MAP; THENCE RUN SOUTH 89°20'45" EAST, ALONG SAID RIGHT OF WAY LINE, A



DISTANCE OF 5.01 FEET TO THE NORTHWEST CORNER OF LOT 7, BLOCK 15 OF SAID SUBDIVISION; THENCE RUN SOUTH 01°02'22" WEST, ALONG THE WEST LINE OF SAID LOT 7, A DISTANCE OF 256.70 FEET; THENCE RUN SOUTH 88°45'34" EAST, A DISTANCE OF 148.31 FEET; THENCE RUN SOUTH 01°14'26" WEST, A DISTANCE OF 7.50 FEET; THENCE RUN SOUTH 88°45'34" EAST, A DISTANCE OF 110.00 FEET; THENCE RUN SOUTH 01°14'26" WEST, A DISTANCE OF 50.50 FEET; THENCE RUN SOUTH 88°45'34" EAST, A DISTANCE OF 528.00 FEET; THENCE RUN NORTH 01°14'26" EAST, 50.00 FEET; THENCE RUN SOUTH 88°45'34" EAST, A DISTANCE OF 45.29 TO A POINT ON THE CENTERLINE OF A 30 FOOT WIDE FLORIDA GAS TRANSMISSION EASEMENT; THENCE RUN NORTH 22°09'21" WEST, ALONG SAID CENTERLINE, A DISTANCE OF 1292.52 FEET TO AN ANGLE POINT; THENCE RUN NORTH 01°14'26" EAST, ALONG SAID CENTERLINE, A DISTANCE OF 428.68 FEET TO A POINT ON THE SOUTH LINE OF SUN LAKE ESTATES, UNIT ONE, RECORDED IN PLAT BOOK 31, PAGE 26 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN NORTH 88°45'34" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 269.37 FEET TO AN ANGLE POINT; THENCE RUN NORTH 01°01'56" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 28.01 FEET TO AN ANGLE POINT; THENCE RUN NORTH 88°45'34" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 80.00 FEET TO A POINT ON THE EAST LINE OF THE 320 FOOT WIDE FLORIDA POWER AND LIGHT CO. EASEMENT, PER OFFICIAL RECORDS BOOK 594, PAGE 145 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 01°01'56" WEST, ALONG SAID EAST LINE, A DISTANCE OF 891.14 FEET; THENCE RUN SOUTH 88°30'58" EAST, A DISTANCE OF 150.00 FEET; THENCE RUN SOUTH 01°01'56" WEST, A DISTANCE OF 200.00 FEET; THENCE RUN NORTH 88°30'58" WEST, A DISTANCE OF 130.01 FEET TO THE POINT OF BEGINNING.

BEING PART OF LOT 19 AND ALL OF LOTS 20 AND 21, BLOCK 1, CANAVERAL GROVES SUBDIVISION SECTION 1, AND PART OF LOTS 4, 6, 7, 13, 14, 15, 16 AND ALL OF LOT 5, BLOCK 15, CANAVERAL GROVES SUBDIVISION SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST AS RECORDED IN SURVEY BOOK 2, PAGE 58, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

AND LESS AND EXCEPT THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA CONTAINED IN THE FOLLOWING DESCRIPTION:

A PARCEL OF LAND LYING IN THE EAST 1/2 OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER OF SAID SECTION 1; THENCE S 89°27'30" E, ALONG THE SOUTH LINE OF THE NE 1/4 OF SAID SECTION 1, A DISTANCE OF 909.94 FEET TO A POINT ON THE CENTERLINE OF A 30 FOOT GAS TRANSMISSION LINE EASEMENT PER OFFICIAL RECORDS BOOK 587, PAGE 29 OF THE PUBLIC RECORDS OF SAID BREVARD COUNTY AND THE POINT OF BEGINNING; THENCE N 22°09'21" W, ALONG SAID CENTERLINE, A DISTANCE OF 614.87 FEET;

THENCE, CONTINUE ALONG SAID CENTERLINE, N 01°14'26", A DISTANCE OF 428.68 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF LAKE ERIE PLACE AND THE LIMITS OF THE PLAT OF SUN LAKE ESTATES UNIT TWO, AS RECORDED IN PLAT BOOK 31, PAGE 54 OF SAID PUBLIC RECORDS; THENCE ALONG THE LIMITS OF SAID PLAT OF SUN LAKE ESTATES UNIT TWO, THE FOLLOWING BEARINGS AND DISTANCES: S 88°45'34" E, A DISTANCE OF 544.00 FEET; THENCE N 01°14'26" E, A DISTANCE OF 50.00 FEET; THENCE S 88°45'34" E, A DISTANCE OF 95.25 FEET; THENCE N 01°14'48" E, A DISTANCE OF 108.18; THENCE S 88°29'53" E, A DISTANCE OF 25.00 FEET; THENCE N 01°14'48" E, A DISTANCE OF 25.00 FEET TO THE SW CORNER OF VISTA DEL LAGO UNIT NO. 2, AS RECORDED IN PLAT BOOK 26, PAGE 105, OF SAID PUBLIC RECORDS; THENCE S 88°29'40" E, ALONG THE SOUTH LINE OF SAID VISTA DEL LAGO UNIT NO. 2 AND THE SOUTH LINE OF VISTA DEL LAGO UNIT NO. 3, AS RECORDED IN PLAT BOOK 28, PAGE 9, OF SAID PUBLIC RECORDS, A DISTANCE OF 1334.46 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 1; THENCE S 01°27'58" W, ALONG SAID EAST LINE, A DISTANCE OF 1684.48 FEET TO THE NE CORNER OF LOT 32, BLOCK 1, CANAVERAL GROVES SUBDIVISION OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, AS RECORDED IN SURVEY BOOK 2, PAGE 58 OF SAID PUBLIC RECORDS; THENCE N 89°06'58" WEST, ALONG THE NORTH LINE OF SAID LOT 32, A DISTANCE OF 175.04 FEET TO THE NW CORNER OF SAID LOT 32, BLOCK 1; THENCE S 31°19'08" W, A DISTANCE OF 374.95 FEET TO THE NE CORNER OF LOT 30, BLOCK 1, OF SAID CANAVERAL GROVES SUBDIVISION; THENCE N 88°39'40" W, ALONG THE NORTH LINE OF SAID LOT 30 AND LOT 29, BLOCK 1, A DISTANCE OF 324.67 FEET TO THE NW CORNER OF SAID LOT 29, BLOCK 1; THENCE N 26°01'06" W, A DISTANCE OF 953.00 FEET TO THE NE CORNER OF LOT 23, BLOCK 1 OF SAID CANAVERAL GROVES SUBDIVISION TO A POINT ON THE SOUTH LINE OF THE NE 1/4 OF SAID SECTION 1; THENCE N 89°27'26" W, ALONG SAID SOUTH LINE, A DISTANCE OF 623.87 FEET TO THE POINT OF BEGINNING.

**PARCEL 3 a/k/a SITE 3b South:**

THE EAST 170 FEET OF THE WEST 510 FEET OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTH EAST 1/4, OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA.

ALSO KNOWN AS TRACT 19, BLOCK 1 OF MAP RECORDED IN BREVARD COUNTY, FLORIDA, SURVEY BOOK 2, AT PAGE 58, INCLUDING ONE-HALF OF ROAD AND A PROPOSED CANAL.

LESS AND EXCEPT:

A PARCEL OF LAND LYING IN THE EAST 1/2 OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BEING A PORTION OF CANAVERAL GROVES SUBDIVISION, RECORDED IN SURVEY BOOK 2, PAGE 58 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 1, AND RUN SOUTH 01°01'56"W, ALONG THE WEST LINE OF THE NORTHEAST 1/4, A DISTANCE OF 2444.14 FEET TO A POINT ON THE NORTH LINE OF LOT 17 OF SAID CANAVERAL GROVES SUBDIVISION; THENCE RUN SOUTH 89°27'30" EAST, ALONG THE NORTH LINE OF LOTS 17 AND 18, BLOCK 1, A DISTANCE OF 340.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 18, BLOCK 1; THENCE RUN SOUTH 01°02'22" WEST, ALONG THE EAST LINE OF SAID LOT 18, A DISTANCE OF 63.52 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°02'22" WEST, ALONG SAID EAST LINE AND ITS SOUTHERLY EXTENSION, A DISTANCE OF 287.15 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF DETROIT AVENUE (A 60 FOOT WIDE RIGHT OF WAY) AS SHOWN ON SAID SUBDIVISION MAP; THENCE RUN SOUTH 89°20'45" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 5.01 FEET TO THE NORTHWEST CORNER OF LOT 7, BLOCK 15 OF SAID SUBDIVISION; THENCE RUN SOUTH 01°02'22" WEST, ALONG THE WEST LINE OF SAID LOT 7, A DISTANCE OF 256.70 FEET; THENCE RUN SOUTH 88°45'34" EAST, A DISTANCE OF 148.31 FEET; THENCE RUN SOUTH 01°14'26" WEST, A DISTANCE OF 7.50 FEET; THENCE RUN SOUTH 88°45'34" EAST, A DISTANCE OF 110.00 FEET; THENCE RUN SOUTH 01°14'26" WEST, A DISTANCE OF 50.50 FEET; THENCE RUN SOUTH 88°45'34" EAST, A DISTANCE OF 528.00 FEET; THENCE RUN NORTH 01°14'26" EAST, 50.00 FEET; THENCE RUN SOUTH 88°45'34" EAST, A DISTANCE OF 45.29 TO A POINT ON THE CENTERLINE OF A 30 FOOT WIDE FLORIDA GAS TRANSMISSION EASEMENT; THENCE RUN NORTH 22°09'21" WEST, ALONG SAID CENTERLINE, A DISTANCE OF 1292.52 FEET TO AN ANGLE POINT; THENCE RUN NORTH 01°14'26" EAST, ALONG SAID CENTERLINE, A DISTANCE OF 428.68 FEET TO A POINT ON THE SOUTH LINE OF SUN LAKE ESTATES, UNIT ONE, RECORDED IN PLAT BOOK 31, PAGE 26 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN NORTH 88°45'34" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 269.37 FEET TO AN ANGLE POINT; THENCE RUN NORTH 01°01'56" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 28.01 FEET TO AN ANGLE POINT; THENCE RUN NORTH 88°45'34" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 80.00 FEET TO A POINT ON THE EAST LINE OF THE 320 FOOT WIDE FLORIDA POWER AND LIGHT CO. EASEMENT, PER OFFICIAL RECORDS BOOK 594, PAGE 145 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 01°01'56" WEST, ALONG SAID EAST LINE, A DISTANCE OF 891.14 FEET; THENCE RUN SOUTH 88°30'58" EAST, A DISTANCE OF 150.00 FEET; THENCE RUN SOUTH 01°01'56" WEST, A DISTANCE OF 200.00 FEET; THENCE RUN NORTH 88°30'58" WEST, A DISTANCE OF 130.01 FEET TO THE POINT OF BEGINNING.

BEING PART OF LOT 19 AND ALL OF LOTS 20 AND 21, BLOCK 1, CANAVERAL GROVES SUBDIVISION SECTION 1, AND PART OF LOTS 4, 6, 7, 13, 14, 15, 16 AND ALL OF LOT 5, BLOCK 15, CANAVERAL GROVES SUBDIVISION SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST AS RECORDED IN SURVEY BOOK 2, PAGE 58, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.



**ALSO BEING DESCRIBED AS FOLLOWS:**

**PARCEL 1:**

TRACT A, SUN LAKE ESTATES UNIT ONE, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 31, PAGE 26, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

**PARCELS 2 & 3 PER SURVEY BOOK 13 PAGE 72 AND SURVEY BOOK 13 PAGE 76:**

A PARCEL OF LAND LYING IN THE NE 1/4 OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NW CORNER OF THE NE 1/4 OF SAID SECTION 1, THENCE S01°01'56"W, ALONG THE WEST LINE OF SAID NE 1/4 OF SAID SECTION 1 AND THE WEST LINE OF TRACT 'A' OF SUN LAKE ESTATES UNIT ONE, AS RECORDED IN PLAT BOOK 31, PAGE 26 OF THE PUBLIC RECORDS OF SAID BREVARD COUNTY, A DISTANCE OF 1412.29 FEET TO THE SW CORNER OF SAID TRACT "A" AND THE POINT OF BEGINNING; THENCE S88°45'34"E, ALONG THE SOUTH LINE OF SAID TRACT "A", A DISTANCE OF 320.00 FEET TO THE SE CORNER OF SAID TRACT "A"; THENCE S01°01'56' W, PARALLEL TO SAID WEST LINE OF SAID NE 1/4, A DISTANCE OF 1027.95 FEET TO A POINT ON THE SOUTH LINE OF SAID NE 1/4; THENCE N89°27'30"W, ALONG SAID SOUTH LINE OF SAID NE 1/4, A DISTANCE OF 320.00 FEET TO THE SW CORNER OF SAID NE 1/4, POINT ALSO BEING THE CENTER OF SAID SECTION 1; THENCE N01°01'56"E, ALONG SAID WEST LINE OF SAID NE 1/4, A DISTANCE OF 1031.85 FEET TO THE POINT OF BEGINNING.

AND ALSO:

A PARCEL OF LAND LYING IN THE NE 1/4 OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, TOGETHER WITH A PORTION OF LOT 19, BLOCK 1, CANAVERAL GROVES SUBDIVISION OF SAID SECTION 1, AS RECORDED IN SURVEY BOOK 2, PAGE 58, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 1, SAID POINT ALSO BEING THE NW CORNER OF THE NE 1/4 OF SAID SECTION 1; THENCE S01°01'56"W, ALONG THE WEST LINE OF SAID NE 1/4 OF SAID SECTION 1, A DISTANCE OF 2444.14 FEET TO THE CENTER OF SAID SECTION 1, SAID POINT BEING THE NW CORNER OF LOT 17, BLOCK 1, OF SAID CANAVERAL GROVES SUBDIVISION; THENCE S89°27'30"E, ALONG THE SOUTH LINE OF SAID NE 1/4 AND THE NORTH LINE OF LOTS 17 AND 18, BLOCK 1, OF SAID CANAVERAL GROVES SUBDIVISION, A DISTANCE OF 320.01 FEET TO THE SE CORNER OF A 320.00 FOOT F.P.L. EASEMENT AND THE POINT OF

BEGINNING; THENCE N01°01'56"E, ALONG THE EAST LINE OF SAID F.P.&L. CO. EASEMENT, A DISTANCE OF 136.81 FEET; THENCE S88°30'58"E, A DISTANCE OF 150.00 FEET; THENCE SOUTH 01°01'56"W, A DISTANCE OF 200.00 FEET; THENCE N88°30'58"W, A DISTANCE OF 130.01 FEET TO A POINT ON THE EAST LINE OF SAID LOT 18 AND THE WEST LINE OF SAID LOT 19; THENCE N01°02'22"E, ALONG SAID EAST LINE OF LOT 18 AND SAID WEST LINE OF LOT 19, A DISTANCE OF 63.52 FEET TO THE NE CORNER OF SAID LOT 18 AND THE NW CORNER OF SAID LOT 19, SAID POINT ALSO BEING ON THE SOUTH LINE OF THE NE 1/4 OF SAID SECTION 1; THENCE N89°27'30"W, ALONG THE NORTH LINE OF SAID LOT 18 AND THE SOUTH LINE OF SAID NE 1/4, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

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THIS INSTRUMENT PREPARED BY:

Thomas J. Dobbins, Esquire  
Trow & Dobbins, P.A.  
1301 NE 14<sup>th</sup> Street  
Ocala, FL 34470-4641  
(352) 369-8830

CFN 2023269597, OR BK 9961 PAGE 100  
Recorded 12/28/2023 at 02:22 PM, Rachel M. Sadoff,  
Clerk of Courts, Brevard County  
# Pgs:6

[Space Above This Line For Recording Data]

**GENERAL ASSIGNMENT**

This General Assignment ("Assignment") is executed as of the 22<sup>nd</sup> day of December, 2023 by TKCB, INC., a Florida corporation ("Assignor") (Assignor's Mailing Address: 5600 N. U.S. Highway 1, Cocoa, Florida 32927), in favor of CSWR-FLORIDA UTILITY OPERATING COMPANY, LLC, a Florida limited liability company ("Assignee") (Assignee's Mailing Address: 1630 Des Peres Rd., Ste. 140, St. Louis, MO 63131).

**RECITALS**

**WHEREAS**, Concurrently herewith, Assignor is conveying to Assignee its interest in certain real property located in Brevard County, Florida and described in a General Warranty Deed, dated on or around today's date, between the parties, which is incorporated herein by this reference, together with the improvements located thereon, and Assignor is also transferring to Assignee its interest in certain personal property referenced within a Bill of Sale, dated on today's date, between the parties, which is also incorporated herein by this reference (herein collectively referred to as the "Property"), pursuant to that certain Agreement for Purchase and Sale of Utility System dated September 29, 2022, by and between Assignor, as Seller, and Assignee or its affiliate, as Buyer ("Purchase Agreement"). All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Purchase Agreement, which by this reference is incorporated herein.

**WHEREAS**, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to the sewer system main lines, appurtenances and other assets, up to the point of interconnection between the utility and the customer, pertaining to the provision of sewer service in and to the System, as such term is defined in the Purchase Agreement, which provides sewer service to the area described on **EXHIBIT A**, attached hereto and incorporated herein, located in Brevard County, Florida (the "System").

**WHEREAS**, Assignor has further agreed to assign to Assignee all of Assignor's rights to operate, maintain and service the main lines of the sewer system in the System, including but not limited to, the right to collect assessments and/or fees.

**WHEREAS**, Assignor has agreed to assign to Assignee, all its right, title and interest in any licenses, permits, certificates of public convenience and necessity, leases, contracts and agreements that pertain to the Assets or sewer service in and to the System.

**WHEREAS**, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to any easements in and to the System (the "Easements").



## ASSIGNMENT

**NOW, THEREFORE**, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment.

Assignor hereby assigns, conveys, transfers and sets over unto Assignee, free of all liens and encumbrances, all of Assignor's right, title and interest in and to:

- A. Easements in the System;
- B. The main lines of the sewer system, appurtenances and other assets pertaining to the provision of the sewer service in and to the System, including without limitation, the following:
  - a. Buildings, easements, rights of way, licenses, permits and leases;
  - b. All sewer lines, pipes, lagoon(s), treatment plant(s), pump/lift station(s), tanks, meters, valves, manholes, and any other appurtenances of the sewer system, and all machinery, equipment, supplies and other tangible items used in connection with the sewer system;
  - c. Any machinery and equipment such as meters, tools, devices, mobile work equipment, and all furniture, fixtures, machinery, supplies and other tangible items located in Brevard County, Florida, and used or held for use in connection with the System;
  - d. Any rights, approvals, licenses, permits, and/or applications of any kind or nature, including, without limitation, the right to own, operate, and maintain the System and provide service to the System, any approvals or permits issued by or which are on file with any governmental agencies, departments or authorities, such as electric, gas, cable television, telephone, and other utility service rights, permits, and/or applications;
  - e. Any leases, or service, utility, maintenance, management, supply, franchise, or other agreements Assignee has expressly agreed to take transfer of, customer lists, construction plans and specifications, engineering reports, environmental reports, technical reports, drawings, surveys, utility studies, market studies, appraisals, and/or any other reports or data which are in the possession of Assignor or may be obtained by Assignor, including, without limitation, all work product and file materials of any third party consultants (other than attorneys) who have done work in connection with the System;
  - f. All prepaid expenses or fee credits or any kind or nature, including without limitation all prepaid impact fees and/or impact fee credits; and all rights to any refunds or reimbursements of any kind or nature which relate to the System, including, without limitation, all rights to receive reimbursements or refunds from any utility districts, water districts, road districts or other governmental authorities or third parties;
  - g. All indemnities or claims with respect to the System;
  - h. Any warranties, guaranties, indemnities, bonds or other financial assurances or guaranties, if any, pertaining to, allocable to, or arising out of the System, and all claims and causes of action thereunder; and
  - i. All assets not described which are located in Brevard County, Florida, and used or useful in or to the System, but specifically excluding customer deposits held by Assignor.
- C. All easements, streets, rights-of-way, or other rights and interests, if any, associated with the System and held by or reserved by Assignor in the following subdivision plats and/or by virtue of the following documents, **BUT EXPRESSLY EXCLUDING ANY OBLIGATIONS CREATED BY THE SAME:**



- a. All plats located within the area described on **EXHIBIT A**;
- b. All documents establishing easements or other rights used or useful in operation of the System which affect the area described on **EXHIBIT A**, including but not limited to Declarations of Covenants, Conditions and Restrictions, or similar documents;
- c. Sewer Agreement recorded January 22, 1985 in O.R. Book 2571, Page 1002, Public Records of Brevard County, Florida;
- d. Sewer Agreement recorded April 3, 1985 in O.R. Book 2588, Page 2566, Public Records of Brevard County, Florida;
- e. Sewer Agreement recorded January 31, 1989 in O.R. Book 2977, Page 4228, Public Records of Brevard County, Florida;
- f. Declaration of Restrictions on Real Estate and Sewer Agreement recorded January 9, 1995 in O.R. Book 3447, Page 2233, Public Records of Brevard County, Florida.

D. The rights to operate, maintain and service the System, including but not limited to, the right to collect assessments and/or fees.

Assignor hereby represents to and assures Assignee that Assignor, or its predecessor(s) in interest, have owned, operated and maintained the System in a continuous, uninterrupted, open, notorious and adverse manner for a time period in excess of seven (7) years prior to the date of this Assignment.

2. Governing Law. This Assignment shall be construed under and enforced in accordance with the laws of the State of Florida.

3. Further Assurances. Assignor agrees to execute and deliver to Assignee, upon demand, such further documents, instruments or conveyances and shall take such further actions as are reasonably necessary to effectuate this Assignment.

4. Attorneys' Fees and Costs. If any action or proceeding is commenced by either party to enforce their rights under this Assignment, the prevailing party in such action or proceeding shall be entitled to recover all reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and court costs, in addition to any other relief awarded by the court.

5. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon, the successors, executors, administrators, legal representatives and assigns of the parties hereto.

6. Counterparts. This Assignment may be executed in counterparts (including email and pdf), each of which shall be an original, but all of which together shall constitute one agreement.

7. Authority to Execute. Each person whose signature appears hereon represents, warrants and guarantees that he or she has been duly authorized and has full authority to execute this Assignment on behalf of the party on whose behalf this Assignment is executed.

8. Subject to Purchase Agreement. This Assignment is in accordance with and is subject to all of the representations, warranties, covenants, exclusions and indemnities set forth in the Purchase Agreement, all of which are incorporated herein by reference. In the event of a conflict between the provisions of this Assignment and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern. This Assignment does not merge, supersede, enlarge or satisfy any representation, warranty, covenant, agreement or other duty or obligation of Assignor arising under the Purchase Agreement or the closing of the transactions contemplated therein, other than the obligation to execute and deliver to Assignee this Assignment at Closing (as defined in the Purchase Agreement).

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands, by and through their duly authorized representatives, and caused these presents to be executed the date and year first above written.

[SIGNATURE PAGES FOLLOW]

Signed, sealed and delivered as to  
ASSIGNOR in the presence of:

[Signature]  
Print Name: William OWENS  
[Signature]  
Print Name: Lac H Schuyss

**ASSIGNOR:**

TKCB, INC., a Florida corporation

By: [Signature]  
Thad Terry, President

STATE OF FLORIDA

COUNTY OF Brevard

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of (X) physical presence or ( ) online notarization, this 20 day of December, 2023, by Thad Terry, as President of TKCB, INC., on behalf of the corporation. He ( ) is personally known to me or (X) produced FL DL as identification.

[Signature]  
Notary Public  
My Commission Expires: 5/25/2027



Signed, sealed and delivered as to  
ASSIGNEE in the presence of:

  
\_\_\_\_\_

Print Name: Logan Wilson

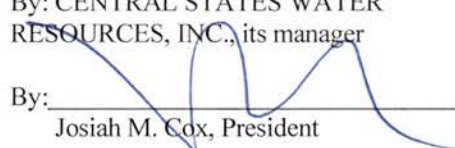
  
\_\_\_\_\_

Print Name: Madison McIntosh

**ASSIGNEE:**

CSWR-FLORIDA UTILITY OPERATING  
COMPANY, LLC, a Florida limited  
liability company

By: CENTRAL STATES WATER  
RESOURCES, INC., its manager

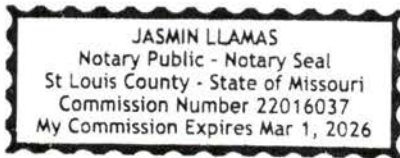
By:   
\_\_\_\_\_  
Josiah M. Cox, President

STATE OF MISSOURI        )  
                                      ) SCT.  
COUNTY OF ST. LOUIS    )

22nd The foregoing General Assignment was acknowledged, signed and sworn to before me on this  
day of December, 2023 by JOSIAH M. COX, President of CENTRAL STATES WATER  
RESOURCES, INC., a Missouri corporation, the Manager of CSWR-FLORIDA UTILITY OPERATING  
COMPANY, LLC, a Florida limited liability company, by means of () physical presence or ()  
online notarization, who stated that he was authorized to execute this document.

  
\_\_\_\_\_  
NOTARY PUBLIC

(AFFIX NOTARY SEAL)



My Commission Expires: 3.1.24

## EXHIBIT A

A parcel of land being located in the NE  $\frac{1}{4}$  and the SE  $\frac{1}{4}$  of Section 1, Township 24 South, Range 35 East, Brevard County, Florida, being more particularly described as follows:

**COMMENCING** at a railroad spike in the centerline of Canaveral Groves Boulevard, also being the Northwest corner of the Northeast  $\frac{1}{4}$  of Section 1, Township 24 South, Range 35 East, Brevard County, Florida; thence run South  $00^{\circ}23'01''$  East for 49.70 feet to a capped iron pin found (6885) also being the **POINT OF BEGINNING**; thence run North  $89^{\circ}55'29''$  East for 1348.86 feet; thence run South  $00^{\circ}20'55''$  East for 1235.69 feet; thence run South  $89^{\circ}54'19''$  West for 25.00 feet; thence run South  $00^{\circ}20'55''$  East for 108.16 feet; thence run South  $89^{\circ}38'43''$  West for 95.25 feet; thence run South  $00^{\circ}21'17''$  East for 50.00 feet; thence run South  $89^{\circ}23'53''$  West for 544.05 feet to the West edge of pavement of the Northbound lane of Sharpes Lake Avenue; thence continuing along said edge of pavement run South  $00^{\circ}09'07''$  East for 422.77 feet; thence run South  $23^{\circ}32'11''$  East for 1299.04 feet; thence leaving said edge of pavement run South  $89^{\circ}44'57''$  West for 16.56 feet to a point on the West edge of pavement of the Southbound lane of Sharpes Lake Avenue; thence run South  $23^{\circ}32'35''$  East for 371.62 feet; thence run South  $89^{\circ}29'44''$  West for 974.10 feet; thence run North  $00^{\circ}20'52''$  West for 611.79 feet; thence run South  $89^{\circ}16'06''$  West for 5.01 feet; thence run North  $00^{\circ}20'52''$  West for 347.78 feet; thence run South  $89^{\circ}38'41''$  West for 339.99 feet; thence run North  $00^{\circ}28'31''$  West for 2404.16 feet returning to the Point of Beginning.

Said parcel contains 77.5 acres more or less.

**3**



10 13

Rec. \$

Prepared by/Record & Return to:  
Thomas J. Dobbins, Esquire  
Trow & Dobbins, P.A.  
1301 NE 14<sup>th</sup> Street  
Ocala, FL 34470-4641  
(352) 369-8830

For Recorder's Use Only  
CFN 2023269595, OR BK 9961 PAGE 82.  
Recorded 12/28/2023 at 02:22 PM, Rachel M. Sadoff.  
Clerk of Courts, Brevard County  
# Pgs:10

**SURVEYOR'S AFFIDAVIT**

BEFORE ME, the undersigned official personally appeared Ronald T. Blackwell, who, after being duly sworn said under on oath as follows:

1. He is Ronald T. Blackwell and he has personal knowledge of the information contained herein.
2. He is a Registered Land Surveyor under Florida Certificate No. LS 7242, and he is an employee and Authorized Agent of Clearpoint Consulting Engineers, P.A., a Mississippi corporation authorized to transact business within the State of Florida.
3. He has direct knowledge of the boundary survey prepared by Clearpoint Consulting Engineers, P.A. under Project Number 88992159, surveyed on May 10, 2023 and dated Dec 20, 2023.
4. The lands described on Exhibit "A" attached hereto describe property which is one and the same as the lands described on Exhibit "B" attached hereto, all as further depicted on the survey attached hereto as Exhibit "C".

AFFIANT:

  
\_\_\_\_\_  
~~XX~~ RONALD T. BLACKWELL

STATE OF Mississippi  
COUNTY OF Lamar

The foregoing instrument was sworn to (or affirmed) and subscribed before me by Ronald Blackwell, who appeared before me by means of:

- physical presence
- online notarization

on this 26 day of December 2023. Such person:

- is personally known to me.
- produced a current M.S. Driver's License as identification.
- produced MSDL # 82487300 as identification.



Alex Royals  
Notary Public  
State of MS, at Large  
My Commission Expires: April 14, 2026

**EXHIBIT "A"**

**PARCEL 1 a/k/a SITE 1:**

TRACT A, SUN LAKE ESTATES UNIT ONE, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 31, PAGE 26, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

**PARCEL 2 a/k/a SITE 2 and SITE 3a North:**

THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) AND THE SOUTH ONE-HALF (S 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA.

LESS AND EXCEPT:

SUN LAKE ESTATES UNIT ONE, AS RECORDED IN PLAT BOOK 31, PAGE 26, PUBLIC RECORDS OF SAID BREVARD COUNTY.

AND LESS AND EXCEPT:

SUN LAKE ESTATES UNIT TWO, AS RECORDED IN PLAT BOOK 31, PAGE 54, PUBLIC RECORDS OF SAID BREVARD COUNTY.

AND LESS AND EXCEPT:

A PARCEL OF LAND LYING IN THE EAST 1/2 OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BEING A PORTION OF CANAVERAL GROVES SUBDIVISION, RECORDED IN SURVEY BOOK 2, PAGE 58 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 1, AND RUN SOUTH 01°01'56"W, ALONG THE WEST LINE OF THE NORTHEAST 1/4, A DISTANCE OF 2444.14 FEET TO A POINT ON THE NORTH LINE OF LOT 17 OF SAID CANAVERAL GROVES SUBDIVISION; THENCE RUN SOUTH 89°27'30" EAST, ALONG THE NORTH LINE OF LOTS 17 AND 18, BLOCK 1, A DISTANCE OF 340.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 18, BLOCK 1; THENCE RUN SOUTH 01°02'22" WEST, ALONG THE EAST LINE OF SAID LOT 18, A DISTANCE OF 63.52 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°02'22" WEST, ALONG SAID EAST LINE AND IT'S SOUTHERLY EXTENSION, A DISTANCE OF 287.15 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF DETROIT AVENUE (A 60 FOOT WIDE RIGHT OF WAY) AS SHOWN ON SAID SUBDIVISION MAP; THENCE RUN SOUTH 89°20'45" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 5.01 FEET TO THE NORTHWEST CORNER OF LOT 7, BLOCK 15 OF SAID



SUBDIVISION; THENCE RUN SOUTH 01°02'22" WEST, ALONG THE WEST LINE OF SAID LOT 7, A DISTANCE OF 256.70 FEET; THENCE RUN SOUTH 88°45'34" EAST, A DISTANCE OF 148.31 FEET; THENCE RUN SOUTH 01°14'26" WEST, A DISTANCE OF 7.50 FEET; THENCE RUN SOUTH 88°45'34" EAST, A DISTANCE OF 110.00 FEET; THENCE RUN SOUTH 01°14'26" WEST, A DISTANCE OF 50.50 FEET; THENCE RUN SOUTH 88°45'34" EAST, A DISTANCE OF 528.00 FEET; THENCE RUN NORTH 01°14'26" EAST, 50.00 FEET; THENCE RUN SOUTH 88°45'34" EAST, A DISTANCE OF 45.29 TO A POINT ON THE CENTERLINE OF A 30 FOOT WIDE FLORIDA GAS TRANSMISSION EASEMENT; THENCE RUN NORTH 22°09'21" WEST, ALONG SAID CENTERLINE, A DISTANCE OF 1292.52 FEET TO AN ANGLE POINT; THENCE RUN NORTH 01°14'26" EAST, ALONG SAID CENTERLINE, A DISTANCE OF 428.68 FEET TO A POINT ON THE SOUTH LINE OF SUN LAKE ESTATES, UNIT ONE, RECORDED IN PLAT BOOK 31, PAGE 26 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN NORTH 88°45'34" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 269.37 FEET TO AN ANGLE POINT; THENCE RUN NORTH 01°01'56" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 28.01 FEET TO AN ANGLE POINT; THENCE RUN NORTH 88°45'34" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 80.00 FEET TO A POINT ON THE EAST LINE OF THE 320 FOOT WIDE FLORIDA POWER AND LIGHT CO. EASEMENT, PER OFFICIAL RECORDS BOOK 594, PAGE 145 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 01°01'56" WEST, ALONG SAID EAST LINE, A DISTANCE OF 891.14 FEET; THENCE RUN SOUTH 88°30'58" EAST, A DISTANCE OF 150.00 FEET; THENCE RUN SOUTH 01°01'56" WEST, A DISTANCE OF 200.00 FEET; THENCE RUN NORTH 88°30'58" WEST, A DISTANCE OF 130.01 FEET TO THE POINT OF BEGINNING.

BEING PART OF LOT 19 AND ALL OF LOTS 20 AND 21, BLOCK 1, CANAVERAL GROVES SUBDIVISION SECTION 1, AND PART OF LOTS 4, 6, 7, 13, 14, 15, 16 AND ALL OF LOT 5, BLOCK 15, CANAVERAL GROVES SUBDIVISION SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST AS RECORDED IN SURVEY BOOK 2, PAGE 58, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

AND LESS AND EXCEPT THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA CONTAINED IN THE FOLLOWING DESCRIPTION:

A PARCEL OF LAND LYING IN THE EAST 1/2 OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER OF SAID SECTION 1; THENCE S 89°27'30" E, ALONG THE SOUTH LINE OF THE NE 1/4 OF SAID SECTION 1, A DISTANCE OF 909.94 FEET TO A POINT ON THE CENTERLINE OF A 30 FOOT GAS TRANSMISSION LINE EASEMENT PER OFFICIAL RECORDS BOOK 587, PAGE 29 OF THE PUBLIC RECORDS OF SAID BREVARD COUNTY AND THE POINT OF BEGINNING; THENCE N 22°09'21" W, ALONG SAID CENTERLINE, A DISTANCE OF 614.87 FEET; THENCE, CONTINUE ALONG SAID CENTERLINE, N 01°14'26", A DISTANCE OF 428.68 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF LAKE ERIE PLACE AND THE

LIMITS OF THE PLAT OF SUN LAKE ESTATES UNIT TWO, AS RECORDED IN PLAT BOOK 31, PAGE 54 OF SAID PUBLIC RECORDS; THENCE ALONG THE LIMITS OF SAID PLAT OF SUN LAKE ESTATES UNIT TWO, THE FOLLOWING BEARINGS AND DISTANCES: S 88°45'34" E, A DISTANCE OF 544.00 FEET; THENCE N 01°14'26" E, A DISTANCE OF 50.00 FEET; THENCE S 88°45'34" E, A DISTANCE OF 95.25 FEET; THENCE N 01°14'48" E, A DISTANCE OF 108.18; THENCE S 88°29'53" E, A DISTANCE OF 25.00 FEET; THENCE N 01°14'48" E, A DISTANCE OF 25.00 FEET TO THE SW CORNER OF VISTA DEL LAGO UNIT NO. 2, AS RECORDED IN PLAT BOOK 26, PAGE 105, OF SAID PUBLIC RECORDS; THENCE S 88°29'40" E, ALONG THE SOUTH LINE OF SAID VISTA DEL LAGO UNIT NO. 2 AND THE SOUTH LINE OF VISTA DEL LAGO UNIT NO. 3, AS RECORDED IN PLAT BOOK 28, PAGE 9, OF SAID PUBLIC RECORDS, A DISTANCE OF 1334.46 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 1; THENCE S 01°27'58" W, ALONG SAID EAST LINE, A DISTANCE OF 1684.48 FEET TO THE NE CORNER OF LOT 32, BLOCK 1, CANAVERAL GROVES SUBDIVISION OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, AS RECORDED IN SURVEY BOOK 2, PAGE 58 OF SAID PUBLIC RECORDS; THENCE N 89°06'58" WEST, ALONG THE NORTH LINE OF SAID LOT 32, A DISTANCE OF 175.04 FEET TO THE NW CORNER OF SAID LOT 32, BLOCK 1; THENCE S 31°19'08" W, A DISTANCE OF 374.95 FEET TO THE NE CORNER OF LOT 30, BLOCK 1, OF SAID CANAVERAL GROVES SUBDIVISION; THENCE N 88°39'40" W, ALONG THE NORTH LINE OF SAID LOT 30 AND LOT 29, BLOCK 1, A DISTANCE OF 324.67 FEET TO THE NW CORNER OF SAID LOT 29, BLOCK 1; THENCE N 26°01'06" W, A DISTANCE OF 953.00 FEET TO THE NE CORNER OF LOT 23, BLOCK 1 OF SAID CANAVERAL GROVES SUBDIVISION TO A POINT ON THE SOUTH LINE OF THE NE 1/4 OF SAID SECTION 1; THENCE N 89°27'26" W, ALONG SAID SOUTH LINE, A DISTANCE OF 623.87 FEET TO THE POINT OF BEGINNING.

**PARCEL 3 a/k/a SITE 3b South:**

THE EAST 170 FEET OF THE WEST 510 FEET OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4, OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA.

ALSO KNOWN AS TRACT 19, BLOCK 1 OF MAP RECORDED IN BREVARD COUNTY, FLORIDA, SURVEY BOOK 2, AT PAGE 58, INCLUDING ONE-HALF OF ROAD AND A PROPOSED CANAL.

LESS AND EXCEPT:

A PARCEL OF LAND LYING IN THE EAST 1/2 OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BEING A PORTION OF CANAVERAL GROVES SUBDIVISION, RECORDED IN SURVEY BOOK 2, PAGE 58 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 1, AND RUN SOUTH 01°01'56"W, ALONG THE WEST LINE OF THE NORTHEAST 1/4, A DISTANCE OF



2444.14 FEET TO A POINT ON THE NORTH LINE OF LOT 17 OF SAID CANAVERAL GROVES SUBDIVISION; THENCE RUN SOUTH 89°27'30" EAST, ALONG THE NORTH LINE OF LOTS 17 AND 18, BLOCK 1, A DISTANCE OF 340.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 18, BLOCK 1; THENCE RUN SOUTH 01°02'22" WEST, ALONG THE EAST LINE OF SAID LOT 18, A DISTANCE OF 63.52 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°02'22" WEST, ALONG SAID EAST LINE AND IT'S SOUTHERLY EXTENSION, A DISTANCE OF 287.15 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF DETROIT AVENUE (A 60 FOOT WIDE RIGHT OF WAY) AS SHOWN ON SAID SUBDIVISION MAP; THENCE RUN SOUTH 89°20'45" EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 5.01 FEET TO THE NORTHWEST CORNER OF LOT 7, BLOCK 15 OF SAID SUBDIVISION; THENCE RUN SOUTH 01°02'22" WEST, ALONG THE WEST LINE OF SAID LOT 7, A DISTANCE OF 256.70 FEET; THENCE RUN SOUTH 88°45'34" EAST, A DISTANCE OF 148.31 FEET; THENCE RUN SOUTH 01°14'26" WEST, A DISTANCE OF 7.50 FEET; THENCE RUN SOUTH 88°45'34" EAST, A DISTANCE OF 110.00 FEET; THENCE RUN SOUTH 01°14'26" WEST, A DISTANCE OF 50.50 FEET; THENCE RUN SOUTH 88°45'34" EAST, A DISTANCE OF 528.00 FEET; THENCE RUN NORTH 01°14'26" EAST, 50.00 FEET; THENCE RUN SOUTH 88°45'34" EAST, A DISTANCE OF 45.29 TO A POINT ON THE CENTERLINE OF A 30 FOOT WIDE FLORIDA GAS TRANSMISSION EASEMENT; THENCE RUN NORTH 22°09'21" WEST, ALONG SAID CENTERLINE, A DISTANCE OF 1292.52 FEET TO AN ANGLE POINT; THENCE RUN NORTH 01°14'26" EAST, ALONG SAID CENTERLINE, A DISTANCE OF 428.68 FEET TO A POINT ON THE SOUTH LINE OF SUN LAKE ESTATES, UNIT ONE, RECORDED IN PLAT BOOK 31, PAGE 26 OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA; THENCE RUN NORTH 88°45'34" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 269.37 FEET TO AN ANGLE POINT; THENCE RUN NORTH 01°01'56" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 28.01 FEET TO AN ANGLE POINT; THENCE RUN NORTH 88°45'34" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 80.00 FEET TO A POINT ON THE EAST LINE OF THE 320 FOOT WIDE FLORIDA POWER AND LIGHT CO. EASEMENT, PER OFFICIAL RECORDS BOOK 594, PAGE 145 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 01°01'56" WEST, ALONG SAID EAST LINE, A DISTANCE OF 891.14 FEET; THENCE RUN SOUTH 88°30'58" EAST, A DISTANCE OF 150.00 FEET; THENCE RUN SOUTH 01°01'56" WEST, A DISTANCE OF 200.00 FEET; THENCE RUN NORTH 88°30'58" WEST, A DISTANCE OF 130.01 FEET TO THE POINT OF BEGINNING.

BEING PART OF LOT 19 AND ALL OF LOTS 20 AND 21, BLOCK 1, CANAVERAL GROVES SUBDIVISION SECTION 1, AND PART OF LOTS 4, 6, 7, 13, 14, 15, 16 AND ALL OF LOT 5, BLOCK 15, CANAVERAL GROVES SUBDIVISION SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST AS RECORDED IN SURVEY BOOK 2, PAGE 58, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

**EXHIBIT "B"**

**PARCEL 1:**

TRACT A, SUN LAKE ESTATES UNIT ONE, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 31, PAGE 26, PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

**PARCELS 2 & 3 PER SURVEY BOOK 13 PAGE 72 AND SURVEY BOOK 13 PAGE 76:**

A PARCEL OF LAND LYING IN THE NE 1/4 OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NW CORNER OF THE NE 1/4 OF SAID SECTION 1, THENCE S01°01'56"W, ALONG THE WEST LINE OF SAID NE 1/4 OF SAID SECTION 1 AND THE WEST LINE OF TRACT 'A' OF SUN LAKE ESTATES UNIT ONE, AS RECORDED IN PLAT BOOK 31, PAGE 26 OF THE PUBLIC RECORDS OF SAID BREVARD COUNTY, A DISTANCE OF 1412.29 FEET TO THE SW CORNER OF SAID TRACT "A" AND THE POINT OF BEGINNING; THENCE S88°45'34"E, ALONG THE SOUTH LINE OF SAID TRACT "A", A DISTANCE OF 320.00 FEET TO THE SE CORNER OF SAID TRACT "A"; THENCE S01°01'56' W, PARALLEL TO SAID WEST LINE OF SAID NE 1/4, A DISTANCE OF 1027.95 FEET TO A POINT ON THE SOUTH LINE OF SAID NE 1/4; THENCE N89°27'30"W, ALONG SAID SOUTH LINE OF SAID NE 1/4, A DISTANCE OF 320.00 FEET TO THE SW CORNER OF SAID NE 1/4, POINT ALSO BEING THE CENTER OF SAID SECTION 1; THENCE N01°01'56"E, ALONG SAID WEST LINE OF SAID NE 1/4, A DISTANCE OF 1031.85 FEET TO THE POINT OF BEGINNING.

AND ALSO:

A PARCEL OF LAND LYING IN THE NE 1/4 OF SECTION 1, TOWNSHIP 24 SOUTH, RANGE 35 EAST, TOGETHER WITH A PORTION OF LOT 19, BLOCK 1, CANAVERAL GROVES SUBDIVISION OF SAID SECTION 1, AS RECORDED IN SURVEY BOOK 2, PAGE 58, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SAID SECTION 1, SAID POINT ALSO BEING THE NW CORNER OF THE NE 1/4 OF SAID SECTION 1; THENCE S01°01'56"W, ALONG THE WEST LINE OF SAID NE 1/4 OF SAID SECTION 1, A DISTANCE OF 2444.14 FEET TO THE CENTER OF SAID SECTION 1, SAID POINT BEING THE NW CORNER OF LOT 17, BLOCK 1, OF SAID CANAVERAL GROVES SUBDIVISION; THENCE S89°27'30"E, ALONG THE SOUTH LINE OF SAID NE 1/4 AND THE NORTH LINE OF LOTS 17 AND 18, BLOCK 1, OF SAID CANAVERAL GROVES SUBDIVISION, A DISTANCE OF 320.01 FEET TO THE SE CORNER OF A 320.00 FOOT F.P.L. EASEMENT AND THE POINT OF BEGINNING; THENCE N01°01'56"E, ALONG THE EAST LINE OF SAID F.P.&L. CO.. EASEMENT, A

DISTANCE OF 136.81 FEET; THENCE S88°30'58"E, A DISTANCE OF 150.00 FEET; THENCE SOUTH 01°01'56"W, A DISTANCE OF 200.00 FEET; THENCE N88°30'58"W, A DISTANCE OF 130.01 FEET TO A POINT ON THE EAST LINE OF SAID LOT 18 AND THE WEST LINE OF SAID LOT 19; THENCE N01°02'22"E, ALONG SAID EAST LINE OF LOT 18 AND SAID WEST LINE OF LOT 19, A DISTANCE OF 63.52 FEET TO THE NE CORNER OF SAID LOT 18 AND THE NW CORNER OF SAID LOT 19, SAID POINT ALSO BEING ON THE SOUTH LINE OF THE NE 1/4 OF SAID SECTION 1; THENCE N89°27'30"W, ALONG THE NORTH LINE OF SAID LOT 18 AND THE SOUTH LINE OF SAID NE 1/4, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

**EXHIBIT "C"**

***Survey***

[See attached.]







**4**

## AGREEMENT FOR SALE OF UTILITY SYSTEM

**THIS AGREEMENT** (“*Agreement*”), is made and entered into this 29th day of September, 2022, by and between CENTRAL STATES WATER RESOURCES, INC., a Missouri corporation, or its assigns (“*Buyer*”), and TKCB, INC. a Florida corporation qualified and registered to transact business in the State of Florida (“*Seller*”), collectively (“*Parties*”).

**WHEREAS**, Seller has developed and operates, as a regulated sewer corporation, sewer facilities in the area more particularly described and depicted in the documents attached hereto as **EXHIBIT A**, situated in Brevard County, Florida (hereinafter the “*System*”); and

**WHEREAS**, Buyer is a corporation, organized and existing under the constitution and the laws of the State of Missouri, with all the requisite power necessary to enter into the transaction described hereinafter; and

**WHEREAS**, Seller is a corporation, organized and existing under the constitution and the laws of the State of Florida, with all the requisite power necessary to enter into the transaction described hereinafter; and

**WHEREAS**, Seller desires to sell, and Buyer desires to purchase, all the assets, both real and personal, connected with the System including, but not limited to, all associated improvements for the conveyance of sewer to each of the customers connected to the service area; and

**WHEREAS**, the parties have reached an understanding with respect to the sale by Seller and the purchase by Buyer of all of the Property (as hereinafter defined) of the System.

**NOW, THEREFORE**, it is mutually agreed that:

1. **SALE OF PROPERTY**. For and in consideration of the receipt of the Purchase Price, as set forth below, and the covenants and promises hereinafter set forth, including but not limited to the independent consideration of Buyer expending funds to review the feasibility of this purchase, Seller agrees to provide Buyer with the rights set forth in Section 8 herein and elsewhere, and Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, all of the following described property (the “*Property*”):

A. The land, improvements thereon, easements, rights of way, permits, and leases, and other real property interests used or useful for operation of a sewer system in the System area depicted on **EXHIBIT A** and/or generally described in **EXHIBIT B**, attached hereto, located in Brevard County, Florida;

B. All of Seller’s sewer service facilities, including but not limited to: All sewer lines, pipes, lagoon(s), treatment plant(s), pump/lift station(s), tanks, meters, valves, manholes, and any other appurtenances of the sewer system, and all machinery, equipment, supplies and other tangible items used in connection with the sewer system;

C. Any additional tools, devices, vehicles, mobile work equipment, furniture, fixtures, machinery, supplies and other tangible items, if any, located in Brevard County, Florida, and used or held for use in connection with the System as described in **EXHIBIT C**, attached hereto;

D. All of Seller’s rights, title and interest in and to those agreements set out and described in **EXHIBIT D**, attached hereto;

E. All of Seller’s rights, title and interest in and to any and all warranties, bonds or other financial assurances or guaranties, pertaining to, allocable to or arising out of the provision of sewer service and/or the System;

F. All of Seller’s inventory, merchandise, and supplies pertaining to sewer service; and

G. All assets not described which are located in Brevard County, Florida, and used or useful to operate the System, expressly excepting therefrom, and from any other assets described in the paragraphs above of this Section, any and all cash, cash equivalents and banking deposits in existence prior to the Closing, any and all accounts receivable accrued prior to the Closing, and any customer deposits held by Seller.

2. **CONVEYANCES OF REAL ESTATE**. The real estate to be conveyed by Seller will include all facilities described herein and all interest of Seller in any sewer and other utility easements. The real estate will be conveyed by general warranty deed, in a form satisfactory to Buyer, and will vest marketable title in fact in the Buyer. Easements shall be assigned by written assignment or other means, in a form satisfactory to Buyer.

At Buyer's expense, Buyer shall obtain, at least thirty (30) calendar days prior to the Closing, a Commitment to issue an Owner's Policy of Title Insurance to Buyer in the amount of the Purchase Price issued by a company authorized to issue title insurance in the state of Florida, which policy shall insure the owner's title to be marketable as the same is described and defined in Title Examination Standards of The Florida Bar ("*Title Standards*"). After delivery of said title insurance commitment and Buyer's completion of the examination and/or review of the commitment and other relevant title information, Buyer shall notify Seller, in writing, of any objections thereto (the Parties agreeing that any objection falling within the said Title Standards shall not constitute a valid objection so long as Seller furnishes affidavits or other papers as described in such standards in order for the title company to delete the same). If there shall be no such notice of objection, then any exceptions in such Commitment or deficiencies in the title to the property noted on such Commitment shall be deemed waived and delivery of a deed in compliance with the terms of the Commitment shall be deemed compliance with the terms of this Agreement. If notice of any objections to defects in the title, as defined above, shall be delivered to Seller, then Seller shall have five (5) business days to correct the title and the Closing shall be postponed until such time, if necessary. If Seller elects not to, or cannot, correct such defects, then Buyer, at Buyer's option, may waive such defects and proceed to close or may cancel the contract and all obligations hereunder shall be null and void.

3. **REGULATORY APPROVAL**. Seller and Buyer shall act diligently and cooperate with each other to obtain any regulatory approvals required from the Florida Public Service Commission ("*FPSC*"), Florida Department of Environmental Protection ("*FDEP*"), or any other regulatory agency in the state of Florida, as determined by Buyer in its sole discretion, and to obtain transfer of Seller's permits, if any. Buyer and Seller agree to assist the other in this process when requested to do so.

4. **PURCHASE PRICE**. Buyer agrees to pay to Seller at the Closing **Four Hundred Twenty Five Thousand and 00/100 Dollars (\$425,000.00)** for purchase of the Property ("*Purchase Price*").

5. **CLOSING**. The Closing of the sale shall take place at a mutually agreeable location no later than forty-five (45) days after the effective date of any necessary regulatory authority approval, satisfaction of Seller's Representations and Warranties and Conditions Precedent set forth herein, and Buyer having obtained financing under terms acceptable to Buyer in Buyer's sole discretion, or at such other time as the parties hereto may mutually agree (the "*Closing*"). At the Closing, Seller shall have delivered to Buyer such deeds, bills of sale, endorsements, assignments and other sufficient instruments of transfer and conveyance as shall be effective to vest in Buyer such title to the Property to be sold as provided in this Agreement and as set forth in Section 6.D, and Buyer will deliver to Seller the Purchase Price. From time to time, at Buyer's request and expense, whether at or after the Closing and without further consideration, Seller shall execute and deliver such other instruments of conveyance and transfer and take such other action as Buyer reasonably may require to more effectively convey and transfer to Buyer any of the Property to be sold hereunder, and will assist Buyer in the collection or reduction to possession of such Property. Buyer will pay all sales, transfer and documentary taxes, if any, payable in connection with the sale, transfers and deliveries to be made to Buyer hereunder. All ad valorem real estate taxes and assessments levied or assessed against the Property shall be prorated according to the calendar year as of the Closing based on the most recent tax bill and assessments levied for the same, and Buyer shall receive a credit against the Purchase Price for the amount of taxes owed by Seller at the time of the Closing. Buyer shall pay the costs of recording all instruments required for the Closing to occur, the fees charged by the title company, and Buyer's attorneys' fees. Seller shall pay for all attorneys' fees incurred by Seller.

On the date of the Closing, Buyer shall accept and assume ownership and title to the Property to be conveyed hereunder and Buyer shall assume liability, and become responsible, for all obligations in connection with the Property going forward, excepting responsibility for any liabilities and/or obligations of Seller in connection with the Property that existed prior to the date of the Closing.

6. **SELLER'S REPRESENTATIONS AND WARRANTIES**

The Seller represents and warrants as follows:

A. **Organization and Standing of Seller.** Seller is a corporation, organized and existing under the constitution and laws of the State of Florida in good standing with the Florida Secretary of State and Seller has all the requisite power and authority to sell the Property pursuant to the terms of this Agreement.

B. **Liabilities.** All liabilities or obligations of Seller, whether accrued, absolute, contingent or otherwise pertaining to or arising out from the Property are liabilities and obligations of the Seller and shall remain the obligations of Seller after the date of the Closing.

C. **Absence of Certain Changes.** After Buyer's inspection and acceptance of the Property, there shall not be:

i. Any material change in the use of the Property in connection with the business or operations of the System;

ii. Any damage, destruction or loss whether or not covered by insurance, materially and adversely affecting the Property.

D. **Title to Properties.** Within twenty (20) days prior to the Closing and with Buyer's assistance, Seller shall have obtained the legal right to transfer all of the Property. To the best of Seller's knowledge, unless Seller has disclosed any information in writing to the Buyer to the contrary, Seller owns the Property to be sold under this Agreement, in all cases, free and clear of all liens, mortgages, pledges, leases, options, rights of first refusal, conditional sales agreements, encumbrances or other charges, except liens for taxes not yet due or payable, easements or right of ways, streets, railways, pipelines, electric transmission and distribution lines, telephone lines, drainage rights and other similar rights or restrictions of record which do not, either individually or in the aggregate have a materially adverse effect on the value or utility of the Property to be sold hereunder.

Notwithstanding, but not in limitation of, the foregoing, Seller agrees to work with Buyer's surveyor prior to closing to establish, at Buyer's expense, the property boundaries and easement locations and to create a written plat of the distribution and collection lines showing the location of said lines with respect to lot lines, platted utility easements, if any, to the extent the same can be shown with reference to such lot lines and platted utility easements.

Within twenty (20) days prior to the Closing and with Buyer's assistance, Seller agrees to have identified any and all interests in land (including easements or license agreements) it has obtained in connection with its operation and maintenance of the System and will provide Buyer or Buyer's representatives copies of the same or a reference to the book and page number of the records of the Brevard County Recorder's Office where such easements are recorded. The cost of such identification and any related search being the sole responsibility of the Buyer.

Buyer shall have until twenty (20) calendar days prior to the Closing to determine: 1) if Seller lacks an easement or other interest necessary for operation of the System or 2) an easement is defective in title or interest conveyed. If it appears that Seller lacks a valid easement for any portion of the System, or any easement identified suffers from a defect in title or interest conveyed, Buyer at its option and in its sole discretion may: 1) cancel this Agreement, 2) independently negotiate with the owner of the affected property



toward acquisition of the treatment plant and collection lines easements or other easements, 3) notify Seller that Buyer will cancel the Agreement unless a necessary easement is acquired or a defect satisfactorily cured or remedied, and 4) undertake any action, which in Buyer's sole and absolute discretion, would correct an easement or remedy the situation caused by a lack of an easement or proper land interest. Buyer's failure to cancel this Agreement, however, shall not relieve Seller from any of its duties of indemnification set forth in subsequent paragraphs herein, nor shall such failure be construed as Buyer's waiver of any such provisions.

E. **Authority to Operate.** The Property, as described at Section 1 of this Agreement, constitute all of the assets presently owned by the Seller pertaining to the System. To the best of Seller's knowledge, the System is being conducted, and as of the date of the Closing, will be conducted in full compliance with requirements of all regulatory bodies exercising jurisdiction with regard to rates and conditions of service, and with local building and zoning codes. Seller agrees that from the Effective Date until either the termination of this Agreement or until after the Closing that Seller will not file any notices, requests, compliance documents, pleadings, or any other documents with any governmental or quasi-governmental authority that has jurisdiction over Seller in the operation, regulation or oversight of the System or any other endeavors of Seller (whether related to the System or not) without first providing at least ten (10) days prior notice to the Buyer for review and comment on such filing.

F. **Litigation.** There is no litigation or proceeding pending, or to the knowledge of Seller threatened, against or relating to Seller, the Property, or the System, nor does Seller know, or have reasonable grounds to know, of any basis for any such action, or of any governmental investigation relative to Seller, the Property, or the System, except as otherwise disclosed to Buyer.

G. **No Violation or Breach.** The performance of this Agreement by Seller, including any preconditions or surviving warranties or representations, is not in violation of any laws, statutes, local ordinances, state or federal regulations, court orders or administrative order or ruling, nor is such performance in violation of any loan documents, conditions or restrictions in effect for financing, whether secured or unsecured.

#### 7. **BUYER'S REPRESENTATIONS AND WARRANTIES.**

Buyer represents and warrants as follows:

A. **Organization and Standing of Buyer.** Buyer is a corporation organized, existing under the constitution and laws of the State of Missouri in good standing, and has the requisite power to purchase the Property which are to be sold pursuant to the terms of this Agreement.

B. **Authority.** The execution and delivery of this Agreement by Buyer and the purchase of the Property as contemplated hereby have been duly authorized by Buyer, and all necessary action on the part of Buyer has been taken to authorize the execution and delivery of this Agreement and to consummate the sale contemplated hereby.

8. **CONDITIONS PRECEDENT FOR BUYER TO CLOSE.** All obligations of Buyer under this Agreement are subject to the fulfillment, prior to or at the Closing, of each of the following conditions:

A. **Regulatory Approval.** The FPSC and FDEP shall have, if necessary, authorized or approved the sale, transfer or disposition of the Property to Buyer from Seller, the proposed financing, and any schedule of compliance for proposed utility improvement projects for regulatory compliance deemed necessary by Buyer, each in form and substance (including without limitation with respect to the terms and conditions contained in such approval) acceptable to Buyer in Buyer's sole and absolute discretion. Both Parties shall diligently pursue the required approvals and authorizations contemplated herein. In the event the Parties are unable to obtain the required regulatory approval or authorization to complete the transactions contemplated herein, Buyer may terminate this Agreement by providing written notice to Seller at Buyer's sole and absolute discretion.

B. **Representations and Warranties True at Closing.** Seller's representations and warranties contained in this Agreement shall be true at the time of the Closing as though such representations and warranties were made at such time.

C. **Performance.** Seller shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by Seller prior to or at the closing; including the payment of all taxes and assessments, or portions thereof, attributable to periods prior to or ending on the date of the Closing, to include FPSC assessments.

D. **Feasibility.** Completion of Buyer's examination, testing and inspection of the Property, the securing of any and all licenses, permits or governmental approvals Buyer deems necessary for Buyer's proposed uses of the Property, and any other due diligence determined by the Buyer as necessary in order to determine the feasibility of this acquisition, the results of any of the foregoing to be satisfactory to Buyer, in its sole and absolute discretion. For purposes of this Agreement, the period from the date this Agreement is fully executed by both parties to the date that is twenty (20) days prior to the Closing, shall be referred to herein as the "*Inspection Period.*" During the Inspection Period, Buyer, its employees, agents and contractors, shall have the right to enter onto any property owned by Seller that is related to the operation of the System, as it deems necessary or desirable, on reasonable prior notice to Seller to perform and complete architectural, environmental, engineering and/or other surveys, studies, inspections and tests on the Property; to review zoning laws and applicable building codes; to obtain all necessary city, county, and state zoning approval, site plan or subdivision approvals, licenses and permits to authorize the uses of the Property as intended by Buyer.

E. **No Casualty.** The Property shall not have been adversely affected in any material way as a result of any strike, lockout, accident or other casualty or act of God or the public enemy, or any judicial, administrative or governmental proceeding.

F. **Buyer's Right to Terminate.** If Buyer determines, in its sole and absolute discretion, that any of the aforementioned conditions have not been met, Buyer shall have the right to terminate this Agreement at any time prior to the Closing upon written notice to Seller.

9. **CONDITIONS PRECEDENT FOR SELLER TO CLOSE.** All obligations of Seller under this Agreement are subject to the fulfillment, prior to or at the Closing, of each of the following conditions:

A. **Representations and Warranties True at Closing.** Buyer's representations and warranties contained in this Agreement shall be true at the time of the Closing as though such representations and warranties were made at such time.

B. **Performance.** Buyer shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by Buyer prior to or at the Closing.

10. **INDEMNIFICATION.** Seller shall, and hereby does agree to indemnify and hold harmless Buyer, at any time after the Closing against and in respect of:

A. All liabilities or obligations of Seller, whether accrued, absolute, contingent or otherwise, and including all liabilities or obligations arising out of the transactions entered into, or any state of facts existing, prior to the date of the Closing, including, without limitation, such liabilities or obligations as are described in paragraph B of Section 6 hereof;

B. Any claim, damage or deficiency resulting from any misrepresentation, untrue warranty, breach of warranty, or nonfulfillment of any agreement on the part of Seller under this Agreement or from any misrepresentation in or omission from any certificate or other instrument furnished or to be furnished to Buyer under this Agreement;

C. Any claim, liability, damage or obligation arising out of or attributable to, directly or indirectly,

the storage or disposal of hazardous waste or materials prior to the date of the Closing;

D. All actions, suits, proceedings, demands, assessments, judgments, costs (including attorney's fees) and expenses incident to any of the foregoing.

Seller shall reimburse Buyer, on demand, for any payment involuntarily made, required by law to be made, or with the consent of Seller made by Buyer at any time after the date of closing in respect of any liability, obligation or claim to which the indemnity and hold harmless by Seller contained in this section relates.

11. **FEES AND COMMISSIONS**. Each Party represents that it has not retained any broker or finder and is not paying, and is not obligated to pay, any finder's fee, commission or other transactional fee in connection with the transactions contemplated by this Agreement. Each Party shall pay its own fees for attorneys, accountants, appraisers or others engaged by it in the course of negotiating or executing this Agreement and in closing and completing the transactions hereunder provided. Fees for professional advisors retained jointly by the Parties for their mutual benefit shall be equally divided.

12. **HAZARD INSURANCE & CASUALTY LOSS**. Seller shall maintain current hazard insurance in force on the Property until the Closing. The risk of loss to the Property shall pass to Buyer upon delivery of possession of the Property to Buyer. If an event of casualty occurs to the Property prior to the Closing, the Buyer may elect to either move to the Closing and accept any insurance proceeds as full satisfaction for the damage to the Property or the Buyer may terminate this Agreement. Buyer shall notify Seller as to which option it elects within five (5) days prior to the Closing.

13. **BENEFIT**. All of the terms of this Agreement shall be binding upon, and inure to the benefit of, and be enforceable by, the respective legal representatives of Seller, its successors and assigns, and the successors and assigns of Buyer.

14. **GOVERNING LAW**. This Agreement is being delivered and is intended to be performed in the State of Florida, and shall be construed and enforced in accordance with the laws of such state.

15. **COUNTERPARTS**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. This Agreement shall not be binding until executed by all Parties.

16. **NO THIRD-PARTY BENEFICIARIES**. This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

17. **ENTIRE AGREEMENT**. This Agreement (including the documents referred to herein) constitutes the entire agreement among the Parties and supersedes any prior understandings, agreements or representations by or among the Parties, written or oral, to the extent they have related in any way to the subject matter hereof.

18. **SUCCESSION AND ASSIGNMENT**. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. Buyer shall be permitted to assign its rights in this Agreement to an affiliated entity that the Buyer controls without need of consent by the Seller by providing written notice to the Seller of such assignment. Other than the foregoing permitted assignment, no Party may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of Buyer and Seller, said approval not to be unreasonably withheld.

19. **HEADINGS**. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

20. **NOTICES**. All notices, demands, consents, requests or other communications required to or permitted to be given pursuant to this Agreement shall be in writing, shall be given only in accordance with the provisions of this Section, shall be addressed to the parties in the manner set forth below, and shall be conclusively deemed to have been properly delivered: (a) upon receipt when hand delivered during normal business hours

(provided that, notices which are hand delivered shall not be effective unless the sending party obtains a signature of a person at such address that the notice has been received); (b) upon receipt when sent by facsimile if sent between the hours of 8:00 a.m. and 5:00 p.m. (the recipient's time) on a business day to the number set forth below with written confirmation of a successful transmission by the sender's facsimile machine; (c) when sent by electronic mail if (1) identified in the subject line as a notice under this Agreement, (2) sent between the hours of 8:00 a.m. and 5:00 p.m. on a business day to the email address set forth below, and (3) acknowledged as received by the recipient, by reply or separate email, (d) upon the day of delivery if the notice has been deposited in an authorized receptacle of the United States Postal Service as first-class, registered or certified mail, postage prepaid, with a return receipt requested (provided that, the sender has in its possession the return receipt to prove actual delivery); or (e) one (1) business day after the notice has been deposited with FedEx, United Parcel Service or other reliable overnight courier to be delivered by overnight delivery (provided that, the sending party receives a confirmation of actual delivery from the courier). The addresses of the parties to receive notices are as follows:

If to Buyer:

Josiah Cox, President  
Central States Water Resources, Inc.  
1630 Des Peres Road, Suite 140  
St. Louis, MO 63131  
Facsimile: (314) 238-7201

With a Copy to:

James A. Beckemeier  
Beckemeier LeMoine Law  
13421 Manchester Rd., Suite 103  
Saint Louis, Missouri 63131  
Phone: (314) 965-2277  
Facsimile: (314) 965-0127  
E-mail: jim@bl-stl.com

If to Seller:

Thad Terry, President  
TKCB, Inc.  
5600 North Cocoa Blvd.  
Cocoa, FL 32927  
Phone: (321) 639-1124  
Facsimile: (321) 639-1134  
Email: \_\_\_\_\_

Any Party may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other Party notice in the manner herein set forth.

21. **AMENDMENTS AND WAIVERS.** No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by Buyer and Seller. No waiver by any party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

22. **SEVERABILITY.** Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

23. **EXPENSES.** Buyer and Seller shall each bear its own costs and expenses (including legal and



accounting fees and expenses) incurred in connection with the preparation of this Agreement and activities necessary for the Closing.

24. **CONSTRUCTION.** The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean including without limitation.

25. **INCORPORATION OF EXHIBITS.** The Exhibits identified in this Agreement are incorporated herein by reference and made a part hereof.

26. **DEFAULT; ATTORNEY'S FEES.** If either Party shall default in their performance under this Agreement, which default results in the expenditure of attorneys' fees to enforce the terms of this Agreement or to recover damages for breach of this contract, then the prevailing party shall be entitled to receive their reasonable and actually incurred attorneys' fees and costs in addition to any other damages that the Party is entitled to recover at law or in equity.


27. **AUTHORITY TO EXECUTE.** Each person whose signature appears hereon represents, warrants and guarantees that he or she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

28. **CONFIDENTIALITY.** Buyer and Seller shall keep confidential this Agreement, this transaction, and all information learned in the course of this transaction, except to the extent disclosure is required by law or court order or to enable third parties to advise or assist Buyer to conduct its due diligence or either party to close this transaction.

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement as of the day and year first above written.


**SELLER:**

TKCB, INC.

By:   
Thad Terry, President

**BUYER:**

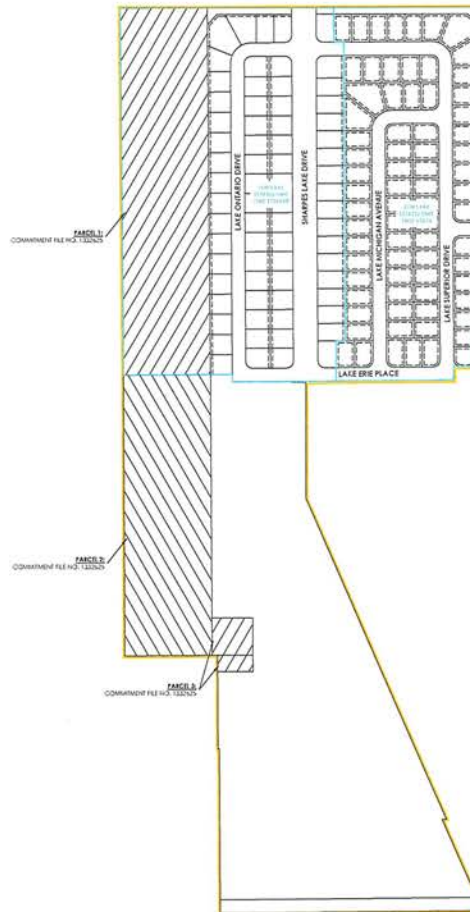
CENTRAL STATES WATER RESOURCES,  
INC.

By:   
Josiah Cox (Sep 29, 2022 10:05 CDT)  
Josiah Cox, President



\*ALL PLATS HAVE BEEN ACCOUNTED FOR

## FINAL SERVICE AREA MAP TKCB (WASTEWATER) BREVARD, FL



**SERVICE AREA LEGAL DESCRIPTION**  
TKCB, INC.  
80% LAKE ESTATES

BREVARD COUNTY, FLORIDA

A parcel of land being located in the NE 1/4 and SE 1/4 of Section 1, Township 24 South, Range 21 East, Brevard County, Florida, being more particularly described as follows:

COMMENCEMENT at a radial spike in the center of Calumet Avenue (hereinafter, also being the Northwest corner of the Northeast 1/4 of Section 1, Township 24 South, Range 21 East, Brevard County, Florida, thence run South 89°23'17" East for 41.75 feet to a radial spike on Grand (old) line being the POINT OF BEGINNING, thence run South 89°23'17" East for 138.00 feet, thence run South 89°23'17" East for 120.00 feet, thence run South 89°23'17" West for 20.00 feet, thence run South 89°23'17" East for 150.00 feet, thence run South 89°23'17" West for 20.00 feet, thence run South 89°23'17" East for 150.00 feet, thence run South 89°23'17" West for 20.00 feet to the West edge of pavement on the Northbound lane of Shampel Lake Avenue, thence continuing along the West edge of pavement on South 89°23'17" East for 425.77 feet, thence run South 12°21'17" East for 120.00 feet, thence being the West edge of pavement on South 89°23'17" West for 16.24 feet to a point on the West edge of pavement on the Southbound lane of Shampel Lake Avenue, thence run South 89°23'17" East for 175.00 feet, thence run South 89°23'17" West for 574.10 feet, thence run South 89°23'17" West for 451.70 feet, thence run South 89°23'17" West for 1.51 feet, thence run South 89°23'17" West for 547.70 feet, thence run South 89°23'17" West for 120.00 feet, thence run South 89°23'17" West for 200.00 feet, then returning to the Point of Beginning.

Said parcel contains 77.3 acres more or less.



**MAP COLOR KEY:**

The document is a graphic representation of the approximate service area for a utility system. It is only a guide to the actual service area. The drawing does not constitute a property boundary survey and should not be used to convey property.

**Utility Node Displacement:**

The utilities shown hereon are depicted based on the original design plans provided by the system manager. 21 Design Group, Inc. performed no field verification of the layout and are unable to determine the exact location of this time. The location represents approximate location only and should not be construed as being 100% accurate. It is shown to provide general layout of the system only and should not be used to interpret encroachments.

**MAP LEGEND**

UTILITY SERVICE PER RECORD PLAN	-----
LOT LINE	—————
100% ACCURATE SURVEY	—————
80% ACCURATE SURVEY	—————

DATE:	12/20/23
PROJECT NO:	0635-22
DRAWN BY:	A.M.D.
SCALE:	1"=200'
SHEET NAME:	SERVICE AREA MAP



1301 Johnson, Suite 300  
Wesley Chapel, FL 32789  
info@21designgroup.com  
Phone: 407.920.1001

**EXHIBIT B**

Description of Land, Improvements thereon, Easements, Rights of Way, Permits and Leases  
(The legal description(s) of the Land, Improvements thereon, Easements, Rights of Way shall be determined by  
survey and title commitments, which shall be inserted prior to the Closing).

**[TO BE FINALIZED PRIOR TO CLOSING]**

The following described lots, tracts or parcels of land, lying, being and situate in the County of Brevard State of Florida:

All interests in land used or useful in operation of the Sewer System that services the area set forth on **EXHIBIT A**, including but not limited to easements, rights of way and permits, and including the real property described in Commitment File No. 1332625-A1, issued by Trow & Dobbins, P.A., as agent for Old Republic National Title Insurance Company.

**EXHIBIT C**

Personal Property and Equipment

(meters, tools, devices, mobile work equipment, furniture, fixtures, machinery, supplies, and other tangible items)

**[TO BE FINALIZED PRIOR TO CLOSING]**

All Property set forth herein shall be transferred to Buyer free and clear of all liens, pledges, leases, options, rights of first refusal, conditional sales agreements or any other such encumbrances.

All personal property comprising the Sewer System that services the area set forth on **EXHIBIT A**, including but not limited to, the sewer lines, pipes, lagoon(s), treatment plant(s), pump/lift station(s), tanks, meters, valves, and any other appurtenances of the Sewer System, and all machinery, equipment, supplies and other tangible items used in connection with the Sewer System.

<b>Additional Personal Property</b>
NONE



**EXHIBIT D**

Rights Via Agreements, Contracts, Misc.

**NONE**

**5**

## **BILL OF SALE**

This BILL OF SALE, effective as of the 27<sup>th</sup> day of December, 2023, is made by TKCB, INC., a Florida corporation ("Seller"), in favor of CSWR-FLORIDA UTILITY OPERATING COMPANY, LLC, a Florida limited liability company ("Buyer").

**WHEREAS**, Buyer, or its affiliate, and Seller are parties to that certain Agreement for Sale of Utility System dated September 29, 2022, which contemplates the sale of certain assets of Seller to Buyer, and which by this reference is incorporated herein (the "Purchase Agreement").

**NOW, THEREFORE**, Seller, for the consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, assign, convey, transfer and deliver to Buyer, all of Seller's right, title and interest in and to the Property, as such term is defined and described in the Purchase Agreement, consists of the assets, both real and personal, used or useful in operation of a sewer system located in Brevard County, Florida that services the area described on the attached **EXHIBIT A**, such assets being more particularly described as follows:

All personal property comprising the sewer system, including but not limited to, the sewer lines, pipes, lagoon(s), treatment plant(s), pump/lift & pump/lift station(s), tanks, meters, valves, manholes, and any other appurtenances of the sewer system, and all machinery, equipment, supplies and other tangible items used in connection with the sewer system.

**TO HAVE AND TO HOLD** the Property, with all of the rights and appurtenances thereto belonging, unto Buyer, its successors and assigns, to itself and for its own use and behalf forever.

**AND**, for the consideration aforesaid, Seller hereby constitutes and appoints Buyer the true and lawful attorney or attorneys in fact of Seller, with full power of substitution, for Seller and in its name and stead or otherwise, by and on behalf of and for the benefit of Buyer to demand and receive from time to time any and all of the Property hereby assigned, transferred and conveyed, and to give receipts and releases for and in respect of the same and any part thereof, and from time to time to institute and prosecute at the expense and for the benefit of Buyer any and all proceedings at law, in equity or otherwise which Buyer may deem proper in order to collect, assert, or enforce any claim, right or title of any kind in and to the Property and to do all such acts and things in relation thereto as Buyer shall deem desirable; and Seller hereby declaring that the appointment made and the powers hereby granted are coupled with an interest and are and shall be irrevocable by Seller in any manner or for any reason.

**AND**, for the consideration aforesaid, Seller has covenanted and by this Bill of Sale does covenant with Buyer that Seller will do, execute and deliver, or will cause to be done, executed and delivered, all such further acts, transfers, assignments and conveyances, powers of attorney and assurances, for the better assuring, conveying and confirming unto Buyer, the entire right, title and interest in the Property hereby sold, transferred, assigned and conveyed as Buyer shall reasonably require.

This Bill of Sale and the covenants and agreements herein contained shall inure to the benefit of Buyer, its successors and assigns, and shall be binding upon Seller, its successors and assigns.

This Bill of Sale is executed and delivered by Seller pursuant to the Purchase Agreement, and is subject to the covenants, representations and warranties made therein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Bill of Sale has been executed as of the date first set forth above.

TKCB, INC., a Florida corporation

By:   
Thad Terry

Title: President



## EXHIBIT A

A parcel of land being located in the NE ¼ and the SE ¼ of Section 1, Township 24 South, Range 35 East, Brevard County, Florida, being more particularly described as follows:

**COMMENCING** at a railroad spike in the centerline of Canaveral Groves Boulevard, also being the Northwest corner of the Northeast ¼ of Section 1, Township 24 South, Range 35 East, Brevard County, Florida; thence run South 00°23'01" East for 49.70 feet to a capped iron pin found (6885) also being the **POINT OF BEGINNING**; thence run North 89°55'29" East for 1348.86 feet; thence run South 00°20'55" East for 1235.69 feet; thence run South 89°54'19" West for 25.00 feet; thence run South 00°20'55" East for 108.16 feet; thence run South 89°38'43" West for 95.25 feet; thence run South 00°21'17" East for 50.00 feet; thence run South 89°23'53" West for 544.05 feet to the West edge of pavement of the Northbound lane of Sharpes Lake Avenue; thence continuing along said edge of pavement run South 00°09'07" East for 422.77 feet; thence run South 23°32'11" East for 1299.04 feet; thence leaving said edge of pavement run South 89°44'57" West for 16.56 feet to a point on the West edge of pavement of the Southbound lane of Sharpes Lake Avenue; thence run South 23°32'35" East for 371.62 feet; thence run South 89°29'44" West for 974.10 feet; thence run North 00°20'52" West for 611.79 feet; thence run South 89°16'06" West for 5.01 feet; thence run North 00°20'52" West for 347.78 feet; thence run South 89°38'41" West for 339.99 feet; thence run North 00°28'31" West for 2404.16 feet returning to the Point of Beginning.

Said parcel contains 77.5 acres more or less.

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APPLICATION FOR TRANSFER OF A WASTEWATER FACILITY OR ACTIVITY PERMIT

Facility ID: FLA010353

Date: 12/11/2023

Facility Name: Sun Lake Estates WWTF

Facility Address: 616 Emerald Lake Drive, Cocoa, Florida 32926-4671

Permit No.: FLA010353

Date Issued: October 28, 2020

Date Expired: October 27, 2030

NOTIFICATION OF SALE OR LEGAL TRANSFER

Permittee Name: Sun Lake Estates

Title: Owner

Mailing Address: 5600 US HWY 1N, Sharps, Florida 32927

Phone (optional): 321-639-1124

Email (optional): matlantisinvest@CFL.rr.com

I hereby notify the Department of the sale or legal transfer of this wastewater facility or activity under Rule 62-620.340(2), F.A.C. Further, I agree to assign my rights as permittee to the proposed permittee in the event the Department agrees to the transfer of permit.

Date of proposed transfer:

Date Signed:

Signature of Existing Permittee

REQUEST FOR TRANSFER OF PERMIT

Applicant Name: Josiah Cox

Title: President, CSWR - Florida Utility Operating Company

Mailing Address: 1630 Des Peres Road, Des Peres, Missouri 63131

Phone (optional): 1-855-476-1942

Email (optional): jcox@cswrgroup.com

I hereby certify that I have examined the application and the documents submitted by the existing permittee which are the basis of this permit that was issued by the Department. I state that they accurately and completely describe the permitted facility or activity. Further, I state that I am familiar with the permit and I agree to comply with its terms and conditions. I agree to assume the rights and liabilities contained in the permit and the statutes and rules under which it was issued. I also agree to promptly notify the Department of any future change in ownership of or responsibility for this facility or activity.

Date Signed: 12/22/23

Signature of Applicant



APPLICATION FOR
TRANSFER OF A WASTEWATER FACILITY OR ACTIVITY PERMIT

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I hereby notify the Department of the sale or legal transfer of this wastewater facility or activity under Rule 62-620.340(2), F.A.C. Further, I agree to assign my rights as permittee to the proposed permittee in the event the Department agrees to the transfer of permit.

Date of proposed transfer:
Date Signed: 12-22-23 [Signature]
Signature of Existing Permittee

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I hereby certify that I have examined the application and the documents submitted by the existing permittee which are the basis of this permit that was issued by the Department. I state that they accurately and completely describe the permitted facility or activity. Further, I state that I am familiar with the permit and I agree to comply with its terms and conditions. I agree to assume the rights and liabilities contained in the permit and the statutes and rules under which it was issued. I also agree to promptly notify the Department of any future change in ownership of or responsibility for this facility or activity.

Date Signed:
Signature of Applicant