

UTILITY SERVICE AND CONVEYANCE AGREEMENT (Water and Phase 1 Wastewater ERU Allocation)

THIS AGREEMENT is made and entered into this ____ day of _____, 2026, by and between **TMV PROPERTIES, INC.**, a Delaware corporation, whose principal address is 9300 S. Dadeland Blvd., Ste 600, Miami, FL 33156, whose FEIN is 04-2973305 and **MCALPINE (BRIARWOOD), INC.**, a Florida corporation whose principal address is 3200 Bailey Lane, #199, Naples, FL 34105, whose FEIN is 59-2068121, both, hereinafter referred collectively to as “Customer”, and **DESOTO COUNTY, Florida**, a political subdivision located within the State of Florida, hereinafter referred to as the “County”, hereinafter collectively referred to as the “Parties”.

RECITALS

1. Customer owns or controls lands located in DeSoto County, Florida, and described in Exhibit “A “ attached hereto and made a part hereof as if fully set out in this paragraph and hereinafter referred to as “Property” located generally at along SW Highway 17 and south of SW Ogden Acres Road, and Customer, through Maronda Homes, LLC of Florida, has or is about to develop the Property by erecting thereon residential improvements to be known as The McAlpine PUD, which consists of a proposed Forty-Nine (49) dwelling units, and accompanying accessory uses, including but not limited to common areas and recreation (hereinafter the “Project”).
2. The Customer is desirous of receiving central Water and Wastewater service for the Project.
3. The Customer has requested the County to accept for ownership, operation, and maintenance potable water and wastewater facilities to be designed, permitted, and constructed by the Customer, or its designees or assigns, on the Property in order to provide potable water and wastewater service(s) to the Property.
4. The County has agreed to accept such facilities upon completion of same to the standards and requirements of the County as outlined in this Agreement, the DeSoto County Code of Ordinances, and the County’s Utilities Standards Handbook, as it may be amended.
5. The County currently has Water and Wastewater treatment capacity that can be immediately allocated to the Project.
6. The County is willing to provide available Water and Wastewater treatment capacity, in accordance with the provisions and stipulations of this Agreement and in accordance with all applicable laws, and to operate such central Water and

Wastewater system so the Property will receive Water and Wastewater service from the County to serve the Project.

7. The County shall provide, and the Customer shall acquire, pay Capital Charges for, and reserve **Forty-Nine (49) Equivalent Residential Units (“ERUs”)** of Water and Wastewater treatment capacity in its central Water and Wastewater system (**“Phase 1 Wastewater ERUs”**) for a portion of the Customer’s Project pursuant to the terms and conditions outlined in this Agreement; Chapter 12, Article II of the DeSoto County Code of Ordinances; and Section 12-36, DeSoto County Code of Ordinances.

NOW, THEREFORE, in consideration of the preceding clauses, the following mutual promises, representations, agreements and other good and valuable consideration, the delivery, receipt and sufficiency of which is hereby acknowledged, the Parties agree for themselves and their permitted successors and assigns as follows:

SECTION 1. RECITALS. The above Recitals are true and correct and are incorporated herein as a material part of this Agreement.

SECTION 2. DEFINITIONS. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning. Other definitions and references used have the meaning indicated in DeSoto County Code of Ordinances:

(1) **“Agreement”** - This Utility Service and Conveyance Agreement for Water and a Phase 1 Wastewater ERU allocation with the Customer, and all exhibits and amendments that may be added thereto in the future, including but not limited to Exhibit A, the legal description of the Property, Exhibit B, Special Conditions, attached hereto and made a part hereof by reference, and Exhibit C, Estimated Fee Statement.

(2) **“Capacity Reservation Charge”** - A charge adopted by the County Board of County Commissioners and levied by the County to reserve capacity in the County Water and Wastewater facilities for the Customer.

(3) **“Capital Charge”** - A charge adopted by the County Board of County Commissioners and levied by the County to pay for Water and Wastewater infrastructure capacity construction, repair and/or expansion and other capital costs associated with linking the Property into the County’s central Water and Wastewater systems. This charge is sometimes referred to as a capacity connection fee.

(4) **“Contribution-in-Aid-of-Construction”** - The sum of money, and/or property, represented by the value of the Water and Wastewater collection systems constructed by Customer, which Customer covenants and agrees to convey to the County as a contribution-in-aid-of-construction to induce the County to provide Water and Wastewater services to the Property.

(5) “Equivalent Residential Unit” or “ERU” - The average quantity of water consumed or wastewater generated from the average single-family residence served by the County, calculated as total gallons of Water or Wastewater attributable to residential use, divided by the total number of single-family residences served and divided by 365 days. The County’s current ERU values for Water and Wastewater are set forth in the Utilities Standards Manual.

(6) “Phase 1 Wastewater ERUs” – Those ERUs identified in Section 12-36, DeSoto County Code of Ordinances, which are available through wastewater treatment plant rehabilitation, rerating, sprayfield irrigation expansion and collection system upgrades.

(7) “Point of Collection” - The point where the County’s facilities are connected with the facilities of the Customer. Unless otherwise indicated, the Point of Collection shall be at a point at the Property line where utilities enter the public right-of-way.

SECTION 3. PROVISION OF SERVICE. Upon the continued accomplishment of all the prerequisites contained in this Agreement to be performed by the Customer, the County covenants and agrees that it will allow the connection of Water and Wastewater facilities installed by Customer, its designees or assigns, to the central utility system of the County in accordance with the terms and intent of this Agreement. Such connection shall be in accordance with requirements of DeSoto County Code of Ordinances, and the rules and regulations of the Department of Health and Rehabilitative Services and the Florida Department of Environmental Protection.

SECTION 4. REAL PROPERTY CONVEYANCES. Customer hereby grants an easement and right of access to the County to access, inspect, own, operate, maintain, repair, replace, service, or read Water and Wastewater facilities constructed by Customer, including interconnect(s) and meters located on the Property. Customer shall convey said easement and right of access to the County at the time of, and as a condition of, the County interconnecting its central Water and Wastewater facilities with those of Customer in order to provide service to the Property.

SECTION 5. DESIGN, REVIEW, CONSTRUCTION, INSPECTION AND CONVEYANCE OF FACILITIES.

5.1 So that the County may provide the Property with central Water and Wastewater services, and as a condition of receiving such service, Customer hereby covenants and agrees to design, permit, and construct, and to thereafter transfer to the County ownership and control of Water and Wastewater facilities designed, permitted and/or constructed by the Customer either on the Property or in the right-of-way, as a Contribution-in-Aid-of-Construction. All conveyance of real property shall be accomplished by good and sufficient warranty deed or easement, at the County’s discretion. All conveyance of personal property shall be accomplished by good and sufficient bill of sale to the County, All conveyances by Customer to the County shall be accompanied by (i) a Title Insurance Policy or an opinion of title from a qualified attorney-at-

law, with respect to the Property, which opinion shall include a current report on the status of the title as of the date of this Agreement, setting out the name of the legal title holders, the outstanding mortgages, taxes, liens and covenants as of such date establishing Customer's legal right to convey the real property free and clear of any liens or encumbrances, (ii) an owner's affidavit confirming that all persons, firms or corporations who furnished labor or material used directly or indirectly in the prosecution of the work required to be performed by this Agreement have been paid in full, (iii) releases of lien from all contractors and suppliers of materials and/or labor who might have acquired an interest in the installations by the supplying of materials and/or labor or otherwise, (iv) an owner's waiver and release releasing all liens which Customer might have on the works/installations, (v) all manufacturers' warranties which Customer might have received or is due to receive on any part of the installations, and (vi) a certification from Customer's engineer verifying that all construction has been performed in substantial conformance with the approved drawings, plans, and specifications and that all tests required by the engineer and the County have been satisfactorily performed. All required documentation shall be in a form approved by the County.

The County agrees that the acceptance of the Customer's Water and Wastewater facilities shall constitute the assumption of responsibility by the County for the continuous operation and maintenance of such facilities from that date forward. Customer shall remedy and correct at its sole expense any title or conveyance defects affecting the County's rights, including incorrect easements, faulty legal descriptions and other such problems.

- 5.2 Customer shall provide the County with engineering plans and specifications of the type and in the form as prescribed by the County, showing the on-site and off-site Water and Wastewater facilities proposed to be installed to provide Service to the subject Property. The County will advise Customer's engineer of any sizing requirements as mandated by the County's policies and utility standards for the preparation of plans and specifications of facilities within the Property. If applicable, such detailed plans may be limited to a phase of the Property, and subsequent phases may be furnished from time to time.
- 5.3 Upon approval of the design, shop drawings, plans, and specifications for the Water and Wastewater Facilities, Customer shall permit and construct in accordance with all applicable laws, regulations, and County policies said facilities pursuant to the drawings, plans, and specifications, prepared by a Florida registered professional engineer and approved by all appropriate regulatory agencies and the County. Any deviation from approved drawings, plans, and specifications shall require the prior, written approval of the County. A preconstruction meeting with the County, Customer, and Customer's engineer shall be held prior to the

commencement of construction. During the construction of any Customer Water and Wastewater facilities, the County shall have the right to inspect such installation to determine compliance with plans and specifications, adequacy of the quality of the installation, and further, shall be entitled to perform standard tests for pressure, infiltration/vacuum, line and grade, and all other normal engineering tests required by specifications and/or good engineering practices. The Customer shall notify the County when construction will begin and at the time when inspections are required. Said notification shall be made in writing and shall be received by the County at least forty-eight (48) hours in advance of the time construction will begin or inspections required. Complete as-built plans shall be submitted to the County upon completion of construction.

- 5.4 All installations by Customer or its contractor shall be warranted for at least two years from the date of acceptance by the County. Customer, during the warranty period, shall promptly correct any defective or deficient work upon notification by the County. Should Customer fail to do so after seven (7) days, the County may correct and remedy any such defective or deficient work with all direct and indirect costs charged to the Customer. Mortgagee(s), contractors, builders, subcontractors, materialmen or any other lienholders, if any, holding prior liens on personal property or any real property to be conveyed to the County, shall be required to release such liens, subordinate their position and join in the grant or dedication of said personal property.
- 5.5 Payment of the Contributions-in-Aid-of-Construction does not and will not result in the County waiving any of its rates, rate schedules or rules and regulations, allocations fees, and their enforcement shall not be affected in any manner whatsoever by Customer making the contribution. The County shall not be obligated for any reason whatsoever nor shall the County pay any interest or rate of interest upon the Contributions-in-Aid-of-Construction.
- 5.6 Customer must furnish the County with a satisfactory letter of credit or security bond equal to at least 120% of the final construction cost, guaranteeing the work performed under the Agreement against defects in material, equipment, or construction for a period of not less than two (2) years from the date of acceptance by the County.”
- 5.7 Customer’s obligation to perform and complete the work in accordance with this Agreement shall be absolute. Neither any act of acceptance by the County nor any failure to do so will constitute a release nor waiver of Customer’s obligation to comply with all requirements set forth in this Agreement.

- 5.8 The County shall not be required to provide POTABLE WATER AND WASTEWATER service(s), except for construction water, to any area encompassed under this Agreement unless utility installation in that area has been completed, tested, certified, approved and accepted by the County, and Customer has provided as-built drawings and related documentation. Should construction water be required, Customer shall pay at the current rate charged to commercial customers in the service area. All construction water shall be metered.
- 5.9 Customer shall pay all County Capacity Reservation Charges, Capital Charges, physical connection charges, and all other County fees and charges, as outlined in the Estimated Fee Statement attached hereto and made a part hereof as Exhibit C. The County, so long as it performs under the terms of this Agreement, shall not be obligated to refund any portion of the fees and charges to Customer or any other person or entity claiming through Customer. Additionally, all County fees and charges may be amended from time-to-time by the Board of County Commissioners; those County fees and charges set forth in the attached Estimated Fee Statement shall be adjusted to reflect the actual fees and charges in effect at the time of connection or the time the relevant service is rendered, as applicable. Whether retained by the Customer or transferred to a third party for use in construction of residential or commercial use properties, the Customer or any third party transferee, in addition to those fees and charges paid under this Agreement, will be responsible for payment of any additional or increased fees and charges in effect at the time of connection or at the time the relevant service is rendered, as may be applicable. If Customer or a third-party transferee claims a credit is due against any County fees and charges due to a prior payment made for the benefit of the Property by or on behalf of a previous owner of the Property, Customer must provide evidence in a form acceptable to counsel for the County of entitlement to claim the credit.
- 5.10 The provisions of this Agreement shall be binding upon and inure to the benefit of successors and assigns in title to the Property. Customer, its successors and assigns, and the owners and occupants of buildings on the Property are hereby prohibited from installing or maintaining any water supply wells or septic systems, except water irrigation purposes where reclaimed water is not available.
- 5.11 The County shall not be liable or responsible for maintenance or operation of any pipes, pipelines, valves fixtures or equipment on any of the properties of the customers, consumers, or users on the Property other than the water, wastewater, and reclaimed water facilities within real property conveyed or easements granted to the County in accordance with the County's policies and procedures.

- 5.12 Each customer on the Property shall keep all pipes, service lines, connections and necessary fixtures and equipment on the premises occupied by said customer and within the interior lines of the lot or tract occupied by the customer in good order and condition. The sale of water to the customer shall occur at the customer's side of the meter.
- 5.13 Any temporary cessation or interruption of the furnishing of water, wastewater, or reclaimed water to the Property at any time caused by an act of God, fires, strikes, casualties, accidents, power failures, necessary maintenance work, breakdowns, damage to equipment or mains, civil or military authority, riots or other cause beyond the control of the County shall not constitute a breach of the provisions contained herein or impose liability upon the County.
- 5.14 No substance other than Domestic Wastewater, as such term is defined by the Florida Department of Environmental Protection, or a successor agency with jurisdiction over same (the "FDEP"), shall be placed into the wastewater system and delivered to a County line. Should any discharge to the wastewater system not meet Domestic Wastewater criteria as set forth by the FDEP, Customer, or any subsequent owner in interest, shall become subject to the County's Industrial Pretreatment Standards as said standards exist at that time, and a separate agreement shall be required for the County to provide such service.
- 5.15 The County reserves the right to review the amount of potable water usage and/or wastewater disposal for the Project in yearly intervals. If the amount of potable water usage and/or wastewater disposal is greater than the amount that was originally estimated for the Capital Charges on the attached Estimated Fee Statement, the County will provide an amended Fee Statement for the additional amount of potable water usage and/or wastewater disposal. The additional Capital Charges that are assessed shall be paid within 30 calendar days of the date shown on the amended Fee Statement and if not paid, shall be included on the utility customer's monthly bill for utility services and payable in accordance with the County's policies and procedures, or otherwise collected in accordance with Florida law.

SECTION 6. APPLICATION OF RULES, REGULATIONS AND RATES.

Notwithstanding any provision in this Agreement, the County may establish, revise, modify and enforce rules, regulations and rates covering the provision of Water, Reclaimed Water and/or Wastewater Service to the Property. Rates charged to Customer or Customers located upon the Property shall be identical to rates charged for the same classification of service. All rules, regulations and rates in effect, or placed into effect in accordance with the preceding, shall be binding upon Customer, upon any other entity holding by, through or under Customer, and upon any Customer of any Water, Reclaimed Water and/or Wastewater services provided to the Property by the County.

SECTION 7. PERMISSION TO CONNECT REQUIRED. Customer, or any owner of any parcel of the Property, or any occupant of any residences or buildings located thereon, shall not have the right to and shall not connect to the Water and/or Wastewater facilities of the County until approval for such connection has been granted by the County.

SECTION 8. BINDING AGREEMENT; ASSIGNMENTS BY CUSTOMER. This Agreement shall be binding upon and shall inure to the benefit of Customer, the County and their respective assigns and successors by merger, consolidation or conveyance. With the written consent of the County, this Agreement and any unconnected ERUs may be transferred to other property owned by Customer, or sold, conveyed, assigned or otherwise disposed of by Customer to a third-party owning property within the County. The County agrees not to unreasonably withhold such consent.

SECTION 9. NOTICES. Until further written notice by either Party to the other, all notices provided for herein shall be in writing and transmitted by messenger, or by mail or electronic mail with a copy via mail to:

TMV Properties, Inc.

Attn: Tom Flood
9300 S. Dadeland Blvd., Ste 600
Miami, FL 33156
Email: t.flood@transmetrolimited.com

McAlpine (Briarwood), Inc.

Attn: Tom Flood
3200 Bailey Lane, #199
Naples, FL 34105
Email: t.flood@transmetrolimited.com

and if to the County, shall be mailed or delivered to:

DeSoto County
201 East Oak Street, Suite 201
Arcadia, Florida 34266
Attention: Utilities Director.

SECTION 10. SURVIVAL OF COVENANTS. The rights, privileges, obligations and covenants of Customer and the County shall survive the completion of the work of Customer with respect to completing the Water and Wastewater facilities and services to any phase area and to the Property as a whole.

SECTION 11. ENTIRE AGREEMENT, AMENDMENTS, APPLICABLE LAW.

This Agreement supersedes all previous agreements or representations either verbal or written, heretofore in effect between Customer and the County, made with respect to the matters herein contained. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of the Agreement be waived by either party,

unless such additions, alterations, variations or waivers are expressed in writing. This Agreement shall be governed by the laws of the State of Florida, as well as all applicable local ordinances of the County. Customer acknowledges that this Agreement is authorized by and shall be governed by Chapter 12, Article II of the DeSoto County Code of Ordinances.

SECTION 12. INDEMNIFICATION. The Customer shall indemnify the County and its respective agents and employees from and against any and all claims, liability, demands, damages, suits, actions and fees for injury or death to persons or damage to property that may arise from or be related to acts, errors, omissions of the Customer, its agents, employees, licenses or contractors, or by any person acting under the control or direction of the Customer, or by the Customer's use of the County's system. This is a continuing obligation of Customer which shall survive the termination of this Agreement.

SECTION 13. RECORDATION. The Parties hereto agree that an executed copy of this Agreement and Exhibits attached hereto shall be recorded in the Public Records of DeSoto County, Florida, at the expense of the Customer.

SECTION 14. VENUE. This Agreement shall be governed and construed in accordance with Florida law. Venue of any action to enforce the terms of this Agreement shall be in DeSoto County if filed in state court and in the Middle District of Florida if filed in federal court.

SECTION 15. EFFECTIVE DATE. This Agreement shall take effect immediately upon execution by both Parties.

SECTION 16. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced, and if the intentions of the Parties can continue to be effected.

SECTION 17. SPECIAL CONDITIONS. The following Special Conditions are mutually agreed between Customer and the County:

SEE EXHIBIT "B" ATTACHED TO AND INCORPORATED IN THIS AGREEMENT IN ITS ENTIRETY AND AS A PART HEREOF.

[Rest of Page Intentionally Left Blank]

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

**BOARD OF COUNTY COMMISSIONERS,
DESOTO COUNTY, FLORIDA**

ATTEST:

Mandy Hines
County Administrator

Steve Hickox, Chair

Approved as to form and correctness:

Valerie Vicente, County Attorney

**STATE OF FLORIDA
COUNTY OF DESOTO**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2026 by _____ of DESOTO COUNTY who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

Notary Public State at Large
My Commission Expires:

Signed, sealed, and delivered
in the presence of:

TMV PROPERTIES, INC.,
a Delaware corporation

Witness 1:

Ariana R. Fileman
Print Name: Ariana R. Fileman
Mailing Address:
20 W. Marion Ave #1208
Punta Gorda FL 33950

By: *Tom Flood*
Tom Flood, President

Witness 2:

Sarah E. Gielow
Print Name: Sarah E. Gielow
Mailing Address:
20 W. Marion Ave Ste 1208
Punta Gorda, FL 33950

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 14th day of April 2026 by **TOM FLOOD, as the President of TMV Properties, Inc. a Delaware corporation,** on behalf of the corporation, who is personally known to me or who has produced _____ as identification and who did/did not take an oath.



ARIANA R. FILEMAN
Commission # HH 654016
Expires June 27, 2029

Ariana R. Fileman
Notary Public State at Large
My Commission Expires:

Signed, sealed, and delivered
in the presence of:

McALPINE (BRIARWOOD), INC.,
a Florida corporation

Witness 1:

Nicole Kulsen
Print Name: NICOLE KULSEN
Mailing Address:
173 Grand Oaks Way #203
Naples, FL 34110

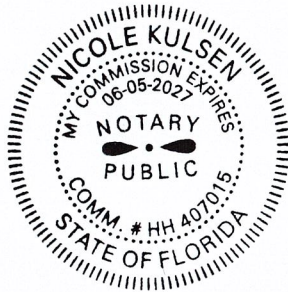
By: Andrew Saluan
Andrew Saluan, President

Witness 2:

Lisa Kulsen
Print Name: LISA KULSEN
Mailing Address:
2500 Aspen Creek Ln. #201
Naples, FL 34119

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 10th day of April 2026 by **ANDREW SALUAN, as President of McAlpine (Briarwood), Inc. a Florida corporation**, on behalf of the corporation, who is personally known to me or who has produced _____ as identification and who did/did not take an oath.



Nicole Kulsen
Notary Public State at Large
My Commission Expires: 6/5/27

Exhibit "A"

LEGAL DESCRIPTION

Containing 29.61 acres more or less.

PER OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY,
COMMITMENT No. 1557515, DATED NOVEMBER 7, 2024 @ 11:00 PM
(REVISION 1)

THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE
NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 39 SOUTH, RANGE 23 EAST, LESS
THE RIGHT-OF-WAY OF U.S. HIGHWAY 17 ON THE EAST SIDE, PUBLIC
RECORDS OF DESOTO COUNTY, FLORIDA.

PER OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY,
COMMITMENT NO. 1557510, DATED AUGUST 7, 2024 @ 11:00 PM, FOR
McALPINE (BRIARWOOD), INC.

THE EAST 485.60 FEET OF THE SOUTH 200.00 FEET OF THE NORTH 1/2 OF THE
SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36,
TOWNSHIP 39 SOUTH, RANGE 23 EAST, LESS AND EXCEPT ROAD RIGHT-OF-
WAY FOR U.S. 17 ON EAST SIDE THEREOF, DESOTO COUNTY, FLORIDA.

AND

THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE
NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 39 SOUTH, RANGE 23 EAST,
DESOTO COUNTY, FLORIDA.

AND

THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE
NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 39 SOUTH, RANGE 23 EAST, LESS
AND EXCEPT THE ROAD RIGHT-OF-WAY AND ALSO LESS AND EXCEPT THE
EAST 485.60 FEET OF THE SOUTH 200.00 FEET OF SAID NORTH 1/2 OF THE
SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 36,
TOWNSHIP 39 SOUTH, RANGE 23 EAST, DESOTO COUNTY, FLORIDA.

AND

COMMENCE AT THE NE CORNER OF THE SW 1/4 OF THE NE 1/4 OF SECTION
36, TOWNSHIP 39 SOUTH, RANGE 23 EAST; THENCE S00°28'55"W ALONG THE
EAST LINE OF SAID TRACT, 675.00 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUE SAME LINE 120.00 FEET; THENCE N89°29'30"W AND

PARALLEL TO THE NORTH LINE OF SAID TRACT, 200.00 FEET; THENCE N00°28'55"E AND PARALLEL TO THE EAST LINE OF SAID TRACT, 120.00 FEET; THENCE S89°29'30"E 200.00 FEET TO THE POINT OF BEGINNING. FORMERLY KNOWN AS PART OF LOT 12, OGDEN ACRES, AN UNRECORDED PLAT OF DESOTO COUNTY, FLORIDA.

Parcel ID Numbers:

STRAP No.
363923000000600000
363923000000610000
363923025400000121
363923000001100000
363923000001000000
363923000001010000

Exhibit "B"

SPECIAL CONDITIONS

Pursuant to Paragraph 17, the following are the Special Conditions mutually agreed upon between the Customer and the County. To the extent that these Special Conditions may conflict with the recitals or provisions contained within the Agreement, these Special Conditions shall prevail.

1. Provided Customer shall have complied with the requirements herein, the Customer is hereby granted **49 Water and 49 Phase 1 Wastewater ERUs** for central Water and Wastewater service at the Property which shall be allocated to Customer under the following conditions:
 - a. On the date of the County's approval of this Agreement, Customer shall pay DeSoto County the adopted Capital Charge for 49 Water and 49 Phase 1 Wastewater ERUs reserved for Customer by this Agreement.
 - b. Customer shall pay DeSoto County all adopted fees to include Plan Review Fee, the required Permit and Inspection Fees, and any other adopted fees or charges.
2. The first day of the month following the month in which ERUs paid for under this Agreement are available and are allocated to Customer, and on each monthly anniversary date thereafter, Customer shall pay to the County the adopted Capacity Reservation charge for each unconnected or unused ERU for which Capital Charges have been paid, prorated based upon the period of time during the year when such ERU'S were unconnected or unused.
3. The first day of the month following the month in which ERUs paid for under this Agreement are available and are allocated to Customer, and on each monthly anniversary date thereafter, Customer shall pay to the County the adopted Maintenance Fee for each unconnected or unused ERU for which Capital Charges have been paid, prorated based upon the period of time during the year when such ERUs were unconnected or unused.
4. Customer shall timely pay all adopted Capacity Reservation charges and Maintenance Fees in accordance with this Agreement and Chapter 12, Article II of the DeSoto County Code of Ordinances.
5. Customer shall be responsible for design, permitting and construction of all required utility infrastructure, both on and off-site, to comply with the DeSoto County Utilities Manual of Standards and Specifications for the Construction of Water and/or Wastewater and all regulatory agencies' requirements for the development of the Property.
6. Customer may connect the 49 Water and 49 Wastewater ERUs in phases. Adopted base and volume charges shall be due upon connection of each ERU.

7. Customer may convey, assign or otherwise dispose of this Agreement and the ERUs allocated hereby as provided in Section 8 of the Agreement, above.

Exhibit "C"

ESTIMATED FEE STATEMENT

\$2,046.00 Capital Charge for each Water ERU (49 x \$2,182 = \$106,918)

\$4,422.00 Capital Charge for each Wastewater ERU (49 x \$4,703 = \$230,447)

\$22.87 Monthly Reservation fee for each unconnected Water ERU

\$19.56 Monthly Reservation fee for each unconnected Wastewater ERU

\$3.00 Monthly Maintenance fee for each unconnected Water ERU

\$3.00 Monthly Maintenance fee for each unconnected Wastewater ERU