

ORIGINAL

BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED-EPSC

In re: Application of Spruce)
Creek South Utilities, Inc.)
of water and wastewater cer-)
tificates in Marion County,)
Florida)
_____)

Docket No.

00 JUN 16 PM 2:33
000732-WS

RECORDS AND
REPORTING

**APPLICATION FOR AMENDMENT OF CERTIFICATE FOR AN
EXTENSION OF TERRITORY**

Applicant, SPRUCE CREEK SOUTH UTILITIES, INC. (hereinafter "Spruce Creek", "Applicant" or "Utility") by and through its undersigned attorneys, and pursuant to 367.045, Florida Statutes, applies to the Florida Public Service Commission for amendment of its Water Certificate No. 511-W and Wastewater Certificate No. 467-S to add territory located in Marion County, Florida, and submits the following information:

**I.
APPLICANT INFORMATION**

The full name and address of the Applicant is:

Spruce Creek South Utilities, Inc.
8501 S.E. 140th Lane Road
Summerfield, FL 34491

The full name, address, and telephone number of the Applicant's attorney to contact concerning this Application:

F. Marshall Deterding, Esq.
ROSE, SUNDSTROM & BENTLEY, LLP.
2548 Blairstone Pines Drive
Tallahassee, Florida 32301
(850) 877-6555

*Cyber L forwarded
with RG-D
[Signature]*

**II.
NEED FOR SERVICE**

Spruce Creek is a Class "B" water and wastewater utility located in Marion County.

RECEIVED & FILED

[Signature]
EPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

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EPSC-RECORDS/REPORTING

This application is being filed because there is an existing need for service in the proposed territory. The proposed additional territory is composed of 9 parcels which have been purchased or are under contract for purchase by the Utility's related developer and which are planned to begin development in the very near future. Service will be needed to the new area in less than one year from the date of this application, based upon development plans of the new landowner. In order to allow both the Utility and the developer to properly plan for service, and to ensure service is available when needed, the Utility needs immediate approval of this Extension Application. There are currently no other available utilities to provide this water and wastewater service to the proposed area as quickly or as efficiently as the Applicant. It is in the public interest that this new development area be certified to Spruce Creek for the purpose of the provision of water and wastewater service.

**III.
COMPREHENSIVE PLAN**

To the best of Spruce Creek's knowledge, the provision on potable water, non-potable water, and wastewater service to the lands described in Exhibit "C" is consistent with the Marion County Local Comprehensive Plan. All development is consistent with an approved Planned Unit Development zoning, which is designated as a Florida Quality Development, in part based upon its plans for

provision of central water and wastewater services in an environmentally sensitive manner.

**IV.
SYSTEM INFORMATION**

The water and wastewater service territory amendment being proposed by this application will service low density housing consisting of single family homes with potable water and central wastewater service within the Spruce Creek Golf and Country Club subdivision. At maximum density under current regulations, and under the plan for development, there will be 1,000 single family homes added to the Utility's service territory as a result of this extension.

The Spruce Creek Country Club Water System consists of a water treatment plant currently permitted at 638,000 GPD. In anticipation of needs throughout its current territory and the needs of the proposed territory, the Utility is currently in the process of upgrading its water treatment facilities, in order to serve both areas through complete build-out. The new plant facilities will be equipped with 3-12" potable wells, each rated at 1,500 GPM. Plant water storage will be provided by a 300,000 gallon concrete ground storage tank. Finished water pumping facilities will include one 800 GPM, variable frequency drive equipped jockey pump and two 2,500 GPM variable frequency drive equipped high service pumps, for a total finished water pumping capacity of 5,800 GPM. The facility will be equipped with backup power via a diesel powered emergency generator. Currently, the wells are under

construction and test wells are currently being operated as part of that expansion. The wells should be completely in relatively short order, but will not be placed online until treatment facilities are in place. It is anticipated that the treatment facilities themselves will be completed sometime in approximately June of 2001.

With the new facilities currently under construction and to be completed by June of 2001, Spruce Creek will have in place sufficient water treatment and distribution capacity to provide service to all anticipated needs for such service within the current territory and the needs for the new territory at complete build-out. Water transmission mains are in place to provide water service to the existing service areas and those in need of service in the near future in both the existing and proposed areas. There are currently water distribution facilities in place in the existing service territory in close proximity to each of the proposed territories. Those facilities are adequately sized and easily extended to serve the residential development within the new areas.

The current wastewater treatment plant facility operated by Spruce Creek within the Spruce Creek Country Club subdivision has a permitted capacity of 100,000 GPD. The average daily flows for calendar year 1999 were 72,532 GPD.

The Utility is currently in the process of expanding its existing treatment facility to 200,000 GPD which is under contract

with McMahon Construction and will be completed by approximately October 1, 2000. Those improvements will increase the treatment level of the wastewater treatment plant facility to tertiary treatment and will allow the Utility to fully utilize reuse to an existing 18 hole golf course as its method for effluent disposal, beginning in October of 2000. Therefore, while the Utility is currently using spray field irrigation as a means of effluent disposal, once the new facilities come online, and for all future sewer plant additions, the Utility intends to utilize spray irrigation to the existing 18 hole golf course and a planned additional 18 hole golf course as the sole method of effluent disposal beginning in October of this year.

The Utility anticipates immediately beginning design and construction of a second phase of expansion of its wastewater treatment plant to begin in late 2000 or early 2001 to provide a rated capacity for sewage treatment of 620,000 GPD. Design and permitting are anticipated to take approximately one year with bidding and construction taking approximately one additional year. Based upon this, the anticipated completion date for the second phase of expansion of the wastewater treatment plant will be in service at the beginning of 2003.

The Utility ultimately has plans to expand the wastewater treatment plant to a 1.020 million GPD plant, which will be more than adequate to service all of the needs of both the existing and proposed territory at build-out. It is anticipated that both the

current and proposed territories will require total wastewater flows of approximately 620,000 GPD at build-out, including all existing, residential and commercial, and the proposed additional residential flows.

Based upon the above information the Utility has the technical ability to provide service to both its existing service territory and the proposed expansion territory for both water and sewer. Treatment facilities are either in place or will be as needed, to enable the Utility to continue to meet all growth needs in both areas, and long term plans are in place to ensure further expansion of the wastewater treatment plant will occur as needed, and will continue to meet those demands. The proposed territories are also immediately adjacent to areas wherein existing water transmission and distribution and sewage collection facilities already exist, and those facilities are sufficiently sized and located to allow easy extension into the proposed territories for service.

**V.
OWNERSHIP OF LAND**

Copies of documents to demonstrate ownership of the land on which the Utility's treatment facilities are located are attached as **Exhibit "A"**.

**VI.
CONSTRUCTION AND OPERATION PERMITS**

As the Commission is well aware, there are no operating permits required by the Florida Department of Environmental Protection for operation of domestic water treatment facilities.

Attached hereto as **Exhibit "B"** are copies of the current wastewater treatment plant operating permit issued by the Florida Department of Environmental Protection; the construction permit for the wastewater treatment plant expansion currently underway; and the well construction permit for the expansion of the water facilities currently underway.

**VII.
FINANCIAL AND TECHNICAL INFORMATION**

Spruce Creek has the requisite technical and financial ability to render service to the proposed amended territory. Spruce Creek's facilities are in compliance with all applicable environmental regulations, and are adequate in capacity to service the existing needs of the Utility's current territory as well as the extension area for a reasonable planning period (or build-out in the case of water services and facilities to be completed in the next few months). The Utility is currently in the construction process for the upgrades and expansion of its water treatment facilities to provide capacity of 1.66 MGD average daily flow and a maximum daily flow of 4.0 MGD. The Utility is in the construction stage for wastewater treatment plant expansion to upgrade its facilities to a rated capacity of 200,000 GPD, and will shortly undertake the early stages of further expansion to those facilities. The Utility also has long term plans for construction of sewage treatment facilities capable of providing over 1 million

GPD of sewage treatment capacity to be constructed in phases as needed.

The improvements to both the water and wastewater treatment facilities will be financed in part through equity capital provided by the Utility's operations, and in part through infusion of CIAC, and to the extent needed, by debt from its related party/parent. The cost of the planned water improvements are not of sufficient cost for any significant amount of additional related party debt to be anticipated. However, to the extent necessary the Utility owner stands ready to fund any expansion needs.

As to wastewater service, the phased construction of additions to the sewage treatment facilities may require some additional infusion of capital. The Utility has not yet determined whether or not additional related party debt will be necessary, or whether infusion of additional equity would be more appropriate. However, the Utility's related party stands ready and willing to provide financing in one form or another as and when needed for all costs related to such improvements and at interest costs well below those that could be obtained by the Utility from a third party lender on a standalone basis.

The Utility is a wholly owned subsidiary of Del Webb's Spruce Creek Communities, Inc. which is a wholly owned subsidiary of Del Webb Corporation. The Utility's parent companies have access to immense financial resources well in excess of anything necessary to meet the Utility's needs or expansion of facilities to serve the existing and proposed territories.

VIII.
AFFECT ON RATES

The number of the most recent Commission Orders establishing or amending Spruce Creek's rates and charges is Order No. 20933 for the water system, issued on March 2, 1989 and Order No. 25157 for the sewer system, issued on October 3, 1991, which granted the Original Certificates and initial rates of this Utility. Since that time, the Spruce Creek Country Club system was added to the territory for the original Utility by Order No. PSC-96-1105-FOF-WS, dated August 29, 1996. In that Order, the Commission authorized the Utility to collect the same rates authorized in the original certificated areas to the customers within the Spruce Creek Golf and Country Club systems. No rate adjustments other than indexing have been undertaken by the Utility or the Commission since that time.

Spruce Creek is not proposing any change in service rates or Service Availability Charges in conjunction with this application and does not anticipate any as a direct result of it. In fact, the Utility anticipates the expansion of service territory will enable it to more efficiently serve the entire development, and to more efficiently utilize its existing and proposed facilities to their full capacity and realize economies of scale. As such, the Utility believes its expansion will put downward pressure on both rates and Service Availability Charges for the future.

**VIV.
TERRITORY DESCRIPTION**

An accurate description of the territory proposed to be added or deleted, using township, range and section references is attached as **Exhibit "C"**.

**X.
TERRITORY MAPS**

Attached as **Exhibit "D"** are copies of a map showing the proposed areas to be added in relation to the existing service territory of the Applicant.

**XI.
SYSTEM MAPS**

The proposed territory addition is currently undeveloped. As of the date of this application, the infrastructure to be installed in the proposed addition has not yet been designed/engineered. As such, the attached map (**Exhibit "E"**) shows only the location of wells and water and sewer treatment facilities to be utilized in serving Spruce Creek's existing territory and the proposed additions.

**XII.
NOTICE OF ACTUAL APPLICATION**

Attached as **Exhibit "F"** is an affidavit that the notice of actual application was given in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code. A copy of the actual Notice and a list of entities noticed is attached as part of **Exhibit "G"**.

Attached as **Exhibit "H"** is an affidavit that the notice of actual application was published once in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code. A copy of the proof of publication accompanies the affidavit. **This will be a late-file exhibit.**

The Utility's parent company developer has negotiated for the purchase of all of the parcels of land proposed for extension within this application. As to 3 of the 9 parcels (Parcels E, F and G on attached map and list), the Utility has already closed on the purchase of those parcels and therefore now legally owns them. With regard to the remaining 6 parcels of land (Parcels A, B, C, D, H and I) the Utility's parent company developer has outstanding contracts for purchase of those parcels which should be closed within the next few weeks. In addition, each of the current owners of those parcels have executed a Limited Power of Attorney document authorizing the Utility and its related developer to go forward with proper permitting related to those parcels, which includes this application to the Commission for extension of service territory to serve those parcels. Attached hereto as **Exhibit "I"** are copies of the Deeds for the 3 parcels (Parcels E, F and G) already purchased by the related developer, the Contracts for sale and, Limited Power of Attorney for the other 6 parcels. Also

included as part of Exhibit "I" is a map showing the location of each of these parcels.

Since the parent company developer is the owner of 3 of these parcels, notice has been provided directly to that developer along with the owners of the 6 other parcels currently under contract for purchase. A list of those entities and the location of where the Notice was mailed is included as part of Exhibit "G".

**XIII.
FILING FEE**

The filing fee calculated in accordance with the requirements of Rule 25-30.020(2)(b) is \$1,000.00 for water and \$1,000.00 for wastewater. A check in the total amount of \$2,000.00 was previously forwarded to the Commission approximately two weeks ago and is currently being held by Ms. Evelyn Sewell in the Commission's Division of Administration, awaiting the filing of this application.

**XIV.
TARIFF AND ANNUAL REPORTS**

Attached as **Exhibit "J"** is an affidavit that the Utility has tariffs and annual reports on file with the Commission.

Attached as **Exhibit "K"** are the original and two copies of proposed revisions to Spruce Creek's tariff to incorporate the proposed change to the certificated territory.

XV.

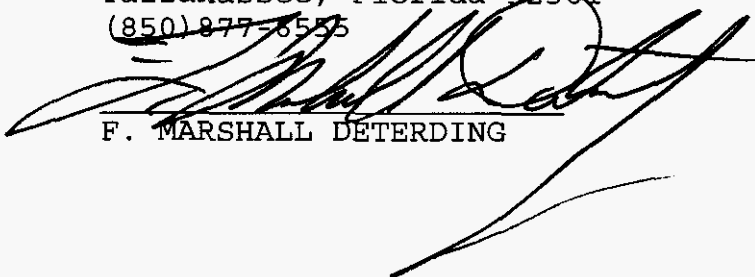
ORIGINAL CERTIFICATE

A copy of Spruce Creek's Original Water and Wastewater Certificates is attached as **Exhibit "L"**. We request that the Commission reissue these Certificates with the granting of this extension noted thereon.

WHEREFORE, the Applicant, Spruce Creek South Utilities, Inc., requests that this Commission expeditiously review this Application and issue its Order amending the water and wastewater certificates of the applicant to include the additional territory proposed for service herein, so as to allow the Utility and the Developer to begin appropriate planning for the provision of those services to the extension area immediately. Time is of the essence in ensuring that service is able to be provided as needed within the new areas.

Respectfully submitted this
16th day of June, 2000, by:

F. Marshall Deterding, Esquire
ROSE, SUNDSTROM & BENTLEY, LLP
2548 Blairstone Pines Drive
Tallahassee, Florida 32301
(850) 877-8555


F. MARSHALL DETERDING

SPRUCE CREEK SOUTH UTILITIES, INC.

Proof of Land Ownership

EXHIBIT A

This instrument was prepared by
[redacted] should be returned to:

Easement
Corp to Corp

Cleon A. Monnig
17585 S.E. 102nd Ave.,
Summerfield, FL 34491

*Phil [unclear]
[unclear] [unclear]
P.O. Box 23101
Gainesville FL
32601*

FRANCES E. THIGPIN, CLERK OF CIRCUIT COURT
FILE: 96019698
03/18/96 16:30
OR BOOK/PAGE: 2229/1509
MARION COUNTY - *J. [unclear]* CL.

Property Appraisers Parcel I.D. (Folio) #s:

Deed Doc Stamps 0.70 PAID

Grantee(s) S.S.#(s):
592648001

*Rec 6.00
[unclear] 1.70
6.70*

03/18/96 MARION COUNTY - *J. Brennan* CLERK

EASEMENT SC SOUTH WATER PLANT

KNOW ALL MEN BY THESE PRESENTS, that SPRUCE CREEK DEVELOPMENT COMPANY OF OCALA, INC., a Florida corporation whose offices are located at 17585 S.E. 102nd Ave, Summerfield, FL 34491, the undersigned, their successors and assigns (GRANTOR herein), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, grant and convey to SPRUCE CREEK SOUTH UTILITIES, INC., its successors, lessees and assigns (GRANTEE herein), 17585 S.E. 102nd Ave., Summerfield, FL 34491, the Non-Exclusive Easement for Ingress and Egress over the following described lands in Marion County, Florida and referred to hereinafter as the Easement Area, to wit:

From U.S. Highway 441/27 proceed Westerly on S.E. 176th Street through Spruce Creek South I, II, III, as recorded in Plat Book 1, Pages 62 and 63, 100 and 101 and 144 thru 146 respectively, of the Public Records of Marion County, Florida to the intersection of S.E. 102nd Avenue; thence Northerly on S.E. 102nd Avenue, also being in Spruce Creek South III, for 240.00 feet to a point, said point being on the centerline of said S.E. 102nd and the intersection of a 20.00 foot wide paved asphaltic concrete easement; thence North 89 41'24" East along said centerline, for 220.00 feet to a point, said point being the centerline of 20.00 foot wide easement; thence north 00 18'36" West for 55.50 feet to the above described property.

GRANTOR warrants and covenants that is has the right to convey to GRANTEE this easement and that GRANTEE shall have quiet and peaceful possession, use and enjoyment of same.

All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the successors, lessees and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said GRANTOR has hereunto affixed its hands and seals this 27 day of January, 1996.

Signed, sealed and delivered
in the presence of:

SPRUCE CREEK DEVELOPMENT
COMPANY OF OCALA, INC.
17585 S.E. 102nd Ave.
Summerfield, FL 34491

Cleon A. Monnig
Witness Cleon A. Monnig

Stephen S. Decker
Witness Stephen S. Decker

By: *Harvey D. Erp*
Harvey D. Erp, President

STATE OF FLORIDA
COUNTY OF MARION

The foregoing Easement was acknowledged before me this 27 day of January, 1996, by Harvey D. Erp, President of Spruce Creek Development Company of Ocala, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me and who did not take an oath.



Patricia W. Thomas
Notary Public
Patricia W. Thomas
Printed Name

This Instrument was Prepared by
and should be returned to:

Cleon A. Monnig
17585 S.E. 102nd Ave.,
Summerfield, FL 34491

*Parcel 600
Stamp 18.20
24.20*

Property Appraisers Parcel I.D. (Folio #'s):
35686-000-04

Scrogg + Carmichael
P.O. Drawer 23109
Gainesville, FL 32602
Grantee(s) S.S.#(s):
2648001

[Handwritten mark]

Warranty Deed
Corp to Corp

FRANCES E. THIBPIN, CLERK OF CIRCUIT COURT

FILE: 96019696

03/18/96 16:28

OR BOOK/PAGE: 2229 / 1506

MARION COUNTY - *J. J. [unclear]*

CLERK

Deed Doc Stamps 18.20 PAID

03/18/96 MARION COUNTY -

CLERK

J. Brewer

SC SOUTH WATER PLANT

THIS WARRANTY DEED Made this 14th day of February 1996 by: SPRUCE CREEK DEVELOPMENT COMPANY OF OCALA, INC., a Florida corporation, hereinafter called the grantor(s), to SPRUCE CREEK SOUTH UTILITIES, INC., a Florida corporation, whose post office address is: 17585 S.E. 102nd Ave., Summerfield, Florida, hereinafter called the grantee:

(Wherever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns individuals, and the successors and assigns of corporations.)

Witnesseth: That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, allens, remises, releases, conveys and confirms unto the grantee all that certain land situate in Marion County, State of Florida, viz:

Commence at the Northwest corner of the Southwest 1/4 of section 35, Township 17 South, Range 23 East, Marion County, Florida. Thence North 89 41'44" East along the North line of said Southwest 1/4, 1253.40 feet; thence South 00 18'36" East, a distance of 590.14 feet, thence North 89 41'24" East a distance of 175.00 feet to the Point of Beginning. Thence North 89 41'24" East a distance of 150.00 feet; thence South 00 18'36" East a distance of 123.00 feet; thence South 89 41'24" West a distance of 150.00 feet; thence North 00 18'36" West a distance of 123.00 feet to the Point of Beginning.

Containing 0.42 acres more or less.

Grantor herein warrants the above described real property does not constitute the Homestead of the Grantor, nor is it contiguous to lands claimed as the Grantor's Homestead and, therefore, is not Homestead property within the definition of Article X of the Florida Constitution.

Together, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To have and to Hold, the same in fee simple forever,

And, the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes for the current year, easements and restrictions of record; said reference, however, shall not serve to reimpose the same.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

SPRUCE CREEK DEVELOPMENT COMPANY
OF OCALA, INC.

Cleon A Monnig
Witness Signature - as to all parties

By *Harvey D Erp* (L.S.)
Harvey D. Erp, President

Cleon A. Monnig
Printed Signature

Dupe Selzer
Witness Signature - as to all parties

Stephen S. Decker
Printed Signature

Post Office Address as to Grantor(s):

17585 S.E. 102nd Ave.
Summerfield, FL 34491

State of Florida
County of Marion

The foregoing was acknowledged before me this 14th day of February 1996, by Harvey D. Erp, President of Spruce Creek Development Company of Ocala, Inc., on behalf of the corporation, who is personally known to me and did not take an oath.

Notary Signature

Elaine J. Jarosz



Printed Name

ELAINE J. JAROSZ
MY COMMISSION # CC486314 EXPIRES
JUN 11, 1998
BONDED THROUGH TRUST FARM INSURANCE, INC.

39.60
5.00
1.00 TF

executive line

RECORD AND RETURN TO

THIS INSTRUMENT PREPARED BY:
CHRISTINE E. McCRANIE
SPRUCE CREEK DEVELOPMENT CO. OCALA, INC.
17585 S.E. 102nd AVENUE
SUMMERFIELD, FL 32691

This Indenture,

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

SC SOUTH WASTEWATER PLANT

Made this _____ day of _____ May

DOMINIC MARINO and FRANCES J. MARINO, his wife,
29 Cypress Avenue, N. Caldwell, NJ 07006,

of the County of Passaic, State of New Jersey,

FILED AND RECORDED IN
PUBLIC RECORDS OF
SUMMERFIELD, FLA.
REC'D & VERIFIED
JUN 28 4 21 PM '91
DEANARD R. SHELWELL, J.A.
CLERK OF CIRCUIT COURT
9th DISTRICT OF D.C.
C. Collins

239275

BK 1744 PG 0317

SPRUCE CREEK SOUTH UTILITIES, INC.,

whose post-office address is 17585 S.E. 102nd Avenue, Summerfield, FL 32691
of the County of Marion, State of Florida,

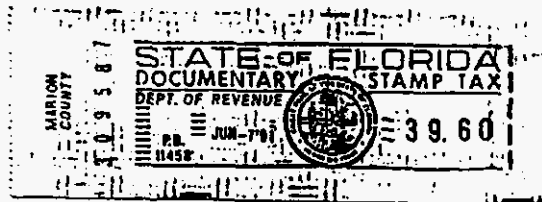
grantee,

Witnesseth: That said grantor, for and in consideration of the sum of TEN (\$10.00)----- Dollars, and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs, successors and assigns forever, the following described land, situate, lying and being in Sumter County, Florida, to-wit:

WASTEWATER TREATMENT PLANT SITE lying in a portion of the NE $\frac{1}{4}$, NW $\frac{1}{4}$ of Section 2, Township 18 South, Range 23 East, being more particularly described as follows:

Begin at the SW corner of NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 2, Township 18 South, Range 23 East; thence North 00°07'23" West a distance of 174.25 feet; thence North 89°41'29" East a distance of 250.00 feet; thence South 00°07'23" East a distance of 174.25 feet; thence South 89°41'29" West a distance of 250.00 feet to the Point of Beginning.

All being and lying in Sumter County, Florida, containing 1.00 acre more or less.



91-035642

BY *[Signature]* DC

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

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written.
Signed, sealed and delivered in our presence:

[Signatures of witnesses]

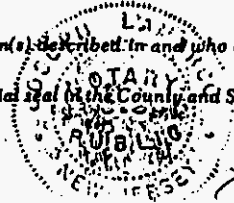
[Signature: Dominic Marino] (Seal)
DOMINIC MARINO
[Signature: Frances J. Marino] (Seal)
FRANCES J. MARINO
(Seal)

STATE OF NEW JERSEY
COUNTY OF PASSAIC

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared DOMINIC MARINO and FRANCES J. MARINO, his wife,

to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me the execution of same.

WITNESS my hand and official seal in the County and State last aforesaid this 14 day of May, 1991.



[Signature: Joseph La Marco]
Notary Public
JOSEPH LA MARCO
My commission expires: _____

This instrument was Prepared by
and should be returned to:

Easement
Corp to Corp

Cleon A. Monnig
17585 S.E. 102nd Ave.,
Summerfield, FL 34491

Receiving
Stamps
10.50
170
11.20

FRANCIS E. THIGPIN, CLERK OF CIRCUIT COURT
FILE: 96019699
03/18/96 16:31
OR BOOK/PAGE: 2229/1510
MARION COUNTY - 222 DC

Property Appraiser's Parcel I.D. (Follows):
D02-011

Grantee(s) S.S.#(s):
592648001

Phil P. ...
Schugger 23109
P.O. Box 2602
Garmichael
Ft. 32602

Deed Doc Stamps 0.70 PAID

03/18/96 MARION COUNTY - 9 Brennan CLERK

SC SOUTH WASTEWATER PLANT

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that SPRUCE CREEK DEVELOPMENT COMPANY OF OCALA, INC., a Florida corporation whose offices are located at 17585 S.E. 102nd Ave, Summerfield, FL 34491, the undersigned, their successors and assigns (GRANTOR herein), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, grant and convey to SPRUCE CREEK SOUTH UTILITIES, INC., its successors, lessees and assigns (GRANTEE herein), 17585 S.E. 102nd Ave., Summerfield, FL 34491, the Non-Exclusive Easement for Ingress and Egress over the following described lands in Marion and Sumter County, Florida and referred to hereinafter as the Easement Area, to wit:

See Exhibit "A", attached hereto and made a part hereof.

GRANTOR warrants and covenants that is has the right to convey to GRANTEE this easement and that GRANTEE shall have quiet and peaceful possession, use and enjoyment of same.

All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the successors, lessees and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said GRANTOR has hereunto affixed its hands and seals this 5 day of March, 1996.

Signed, sealed and delivered
in the presence of:

SPRUCE CREEK DEVELOPMENT
COMPANY OF OCALA, INC.
17585 S.E. 102nd Ave.
Summerfield, FL 34491

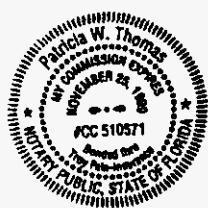
Cleon A. Monnig
Witness Cleon A. Monnig

Maryanne Roth
Witness MARYANNE ROTH

By: Harvey D. Erp
Harvey D. Erp, President

STATE OF FLORIDA
COUNTY OF MARION

The foregoing Easement was acknowledged before me this 5th day of March, 1996, by Harvey D. Erp, President of Spruce Creek Development Company of Ocala, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me and who did not take an oath.



Patricia W. Thomas
Notary Public

Patricia W. Thomas
Printed Name

**DESCRIPTION OF INGRESS AND EGRESS FOR WASTEWATER
TREATMENT PLANT AND PERC PONDS**

FROM U.S. HIGHWAY 441/27 PROCEED WESTERLY ON S.E. 176TH STREET THRU SPRUCE CREEK SOUTH I, AS RECORDED IN PLAT BOOK 1, PAGES 62 AND 63 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA TO THE INTERSECTION OF S.E. 106TH AVENUE; THENCE SOUTHEASTERLY ON S.E. 106TH AVENUE THRU SAID SPRUCE CREEK SOUTH I AND SPRUCE CREEK SOUTH V, AS RECORDED IN PLAT BOOK 2 AT PAGES 12 AND 13, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA TO THE INTERSECTION OF S.E. 178TH STREET; THENCE WESTERLY ON S.E. 178TH STREET THRU SAID SPRUCE CREEK SOUTH V TO THE INTERSECTION OF S.E. 105TH TERRACE; THENCE SOUTHEASTERLY ON S.E. 105TH TERRACE THRU SPRUCE CREEK SOUTH VI, AS RECORDED IN PLAT BOOK 2, PAGES 49 AND 50, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA TO THE INTERSECTION OF S.E. 179TH LANE; THENCE WESTERLY ON S.E. 179TH LANE THRU SPRUCE CREEK SOUTH VIIA, AS RECORDED IN PLAT BOOK 2, PAGES 90 AND 91, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA TO THE INTERSECTION OF THE UNNAMED STREET BETWEEN LOTS 12 AND 13 OF SAID SPRUCE CREEK SOUTH VIIA; THENCE SOUTH ON SAID UNNAMED STREET TO ITS SOUTHERN TERMINUS, ALSO BEING THE BOUNDARY LINE BETWEEN MARION AND SUMTER COUNTIES.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

BEING THE EAST AND SOUTH 20.00 FEET OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4; THE EAST 400.00 FEET OF THE SOUTH 20.00 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE WEST 1000.00 FEET OF THE NORTH 20.00 FEET OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, ALL LYING AND BEING IN SECTION 2, TOWNSHIP 18 SOUTH, RANGE 23 EAST, SUMTER COUNTY, FLORIDA.

This instrument was prepared by
and should be returned to:

Warranty Deed
Corp to Corp

Cleon A. Monig
17585 S.E. 102nd Ave.,
Summerfield, FL 34491

FRANCES E. THIEPIN, CLERK OF CIRCUIT COURT
FILE: 96019697
03/18/96 16:29
OR BOOK/PAGE: 2229 / 1507
MARION COUNTY - JAC

Property Appraisers Parcel I.D. (Folio) #s:

6015-000-006

Grantee(s) S.S.#(s):
592648001

Deed Doc Stamps 3.58 PAID

03/18/96 MARION COUNTY - J. Brennan CLERK

Handwritten notes:
P.O. Box 2309
The 220 F
32602
Rec# 10.50
Lump 3.50
\$ 14.00

THIS WARRANTY DEED Made this 24 day of January 1996 by: SPRUCE CREEK DEVELOPMENT COMPANY OF OCALA, INC. MARION COUNTY, FLORIDA, a Florida Corporation, whose post office address is: 17585 S.E. 102nd Ave., Summerfield, FL 34491, hereinafter called the grantor(s), to SPRUCE CREEK SOUTH UTILITIES, INC., a Florida corporation, whose post office address is: 17585 S.E. 102nd Ave., Summerfield, Florida, hereinafter called the grantee:

(Wherever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns individuals, and the successors and assigns of corporations.)

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

See Exhibit "A", attached hereto and made a part hereof.

Grantor herein warrants the above described real property does not constitute the Homestead of the Grantor, nor is it contiguous to lands claimed as the Grantor's Homestead and, therefore, is not Homestead property within the definition of Article X of the Florida Constitution.

Together, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To have and to Hold, the same in fee simple forever.

And, the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes for the current year, easements and restrictions of record; said reference, however, shall not serve to reimpose the same.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Cleon A. Monig
Witness Signature - as to all parties

Cleon A. Monig
Printed Signature

[Signature]
Witness Signature - as to all parties

Stephen S. Decker
Printed Signature

[Signature] (L.S.)
Signature

Signature (L.S.)

Post Office Address as to Grantor(s):

17585 SE 102nd Ave
Summerfield, FL 34491

State of Florida
County of Marion

The foregoing was acknowledged before me this 24 day of January, 1996, by Harvey D. Erp, President, of Spruce Creek Development Company of Ocala, Inc., who being personally known to me and who did not take an oath



Patricia W. Thomas
Notary Signature
Patricia W Thomas
Printed Name

EXHIBIT "A"

SC SOUTH WELL SITE @ CONSTR COMPOUND

Being a portion of the South 1/2 of the Northeast 1/4 of the Section 34, Township 17 South, Range 23, East, Marion County, Florida, more particularly described as follows:

Commence at the Southeast corner of said Northeast 1/4; thence North 00 41' 05" West, along the East line of said Northeast 1/4, for 737.10 feet; thence South 89 35' 15" West for 280.00 feet to the POINT OF BEGINNING; thence South 89 35' 15" West for 50.00 feet; thence South 00 41' 05" East for 50.00 feet; thence North 89 35' 15" East for 50.00 Feet; thence North 00 41' 05" West for 50.00 feet to the POINT OF BEGINNING, lying and being in Marion County, Florida.

and,

A Non-Exclusive Easement for Ingress and Egress over the following described lands:

Being the North 20.00 feet, lying West of U.S. Hwy 27//441 of the Southeast 1/4 and the North 20.00 feet of the Southwest 1/4 of Section 35; the East 20.00 of the North 20.00 feet of the Southeast 1/4; the South 737.10 feet of the East 20.00 feet and the east 280.00 feet of the North 20.00 feet of the South 737.10 feet of the South 1/2 of the Northeast 1/4 of Section 34, Township 17 South, Range 23 East, all lying and being in Marion County, Florida.

SPRUCE CREEK SOUTH UTILITIES, INC.

FDEP Operating Permit

EXHIBIT B



Department of Environmental Protection

Lawton Chiles
Governor

Central District
3319 Maguire Boulevard, Suite 232
Orlando, Florida 32803-3767

Virginia B. Wetherell
Secretary

NOTICE OF PERMIT

SPRUCE CREEK SOUTH UTILITIES INC
17585 SE 102ND AVE
SUMMERFIELD FL 34491

ATTENTION JAY THOMPSON
VICE PRESIDENT

Marion County - DW
Spruce Creek Golf and Country Club WWTF

Enclosed is Permit Number FLA016971 to construct and operate a domestic wastewater facility, issued pursuant to Section(s) 403.087 and 403.0885, Florida Statutes.

Any party to this Order (permit) has the right to seek judicial review of the permit pursuant to Section 120.68, Florida Statutes, by the filing of a Notice of Appeal pursuant to Rule 9.110, Florida Rules of Appellate Procedure, with the Clerk of the Department in the Office of General Counsel, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000; and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate District Court of Appeal. The Notice of Appeal must be filed within 30 days from the date this Notice is filed with the Clerk of the Department.

Executed in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION


Christianne C. Ferraro, P.E.
Program Administrator
Water Facilities

DATE: October 22, 1996

"Protect, Conserve and Manage Florida's Environment and Natural Resources"

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Department of Environmental Protection

Lawton Chiles
Governor

Central District
3319 Maguire Boulevard, Suite 232
Orlando, Florida 32803-3767

Virginia B. Wetherall
Secretary

STATE OF FLORIDA

DOMESTIC WASTEWATER FACILITY PERMIT

PERMITTEE:

Spruce Creek South Utilities, Inc.
Mr. Jay Thompson, Vice President
17585 SE 102nd Avenue
Summerfield, FL 34491

PERMIT NUMBER: FLA016971
ISSUANCE DATE: 10/23/96
EXPIRATION DATE: 9/1/2001
FACILITY I.D. NO: FLA016971
PATS NUMBER: 288485
GMS I.D. No.: 3042P07943

FACILITY:

Spruce Creek Golf & CC WWTF
U.S. Highway 27
Marion County
Summerfield, FL
Latitude: 29° 01' 11" N Longitude: 82° 00' 03" W

This permit is issued under the provisions of Chapter 403, Florida Statutes, and applicable rules of the Florida Administrative Code. The above named permittee is hereby authorized to construct and operate the facilities shown on the application and other documents attached hereto or on file with the Department and made a part hereof and specifically described as follows:

TREATMENT FACILITIES:

A new 0.200 MGD annual average daily flow (AADF) permitted capacity Modified Ludzak-Ettinger process activated sludge domestic wastewater treatment plant consisting of flow equalization, influent screening, anoxic/denitrification tank, aeration, secondary clarification, filtration, chlorination and aerobic digestion of residuals with:

REUSE:

Land Application: A new 0.100 MGD annual average daily flow (AADF) permitted capacity slow-rate restricted public access land application system (R001) consisting of two 400,000 gallon lined holding ponds and a 12.98 acre wetted area sprayfield. This restricted access sprayfield shall be maintained for operation throughout the life of this permit. Land application system R001 is located approximately at latitude 29° 01' 15" N, longitude 81° 59' 57" W.

Land Application: A new 0.200 MGD annual average daily flow (AADF) permitted capacity slow-rate public access land application system (R002), to be placed into operation when flows reach 0.100 MGD AADF, consisting of a 400,000 gallon lined reject pond (with provisions for return to the equalization tank), a 400,000 gallon lined storage pond, 2.4 million gallons of wet weather storage at the golf course lakes and 135 acres of golf course for irrigation. The golf course lakes are part of a land locked MSSW system with no discharge to surface waters. Land application system R002 is located approximately at latitude 29° 01' 16" N, longitude 81° 59' 56" W

IN ACCORDANCE WITH: The limitations, monitoring requirements and other conditions as set forth in Pages 1 through 19 of this permit.

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PERMITTEE: Spruce Creek South Utilities, Inc.
 17585 SE 102nd Avenue
 Summerfield, FL 34491

PERMIT NUMBER: FLA016971
 EXPIRATION DATE: Sept. 1, 2001
 FACILITY: Spruce Creek G&CC

I. RECLAIMED WATER AND EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

A. Reuse and Land Application Systems: Irrigation Field

1. During the period beginning upon placing the new facilities into operation and lasting through the expiration date of this permit, the permittee is authorized to land apply reclaimed water from Reuse System R001. Such reuse shall be limited and monitored by the permittee as specified below:

Parameter	Units	Max/Min	Reclaimed Water Limitations				Monitoring Requirements			
			Annual Average	Monthly Average	Weekly Average	Single Sample	Monitoring Frequency	Sample Type	Monitoring Location Site Number	Notes
Flow	mgd	Maximum	0.100				5 Days/Week	Flow meters	EFF-1	See Cond. I.A.3
Carbonaceous Biochemical Oxygen Demand (5 day)	mg/L	Maximum	20	30	45	60	Every Two Weeks	8-hour flow proportioned composite	EFA-1	
Total Suspended Solids	mg/L	Maximum	20	30	45	60	Every Two Weeks	8-hour flow proportioned composite	EFA-1	
Fecal Coliform Bacteria	See Permit Condition I.A.4.						Every Two Weeks	Grab	EFA-1	
pH	std. units	Range				6.0 to 8.5	5 Days/Week	Grab	EFA-1	
Total Residual Chlorine (For Disinfection)	mg/L	Minimum				0.5	5 Days/Week	Grab	EFA-1	See Cond. I.A.5

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2. Reclaimed Water samples shall be taken at the monitoring site locations listed in Permit Condition I. A. 1. and as described below:

Monitoring Location Site Number	Description of Monitoring Location
EFA-1	chlorine contact chamber effluent
EFF-1	flow meter in filter clearwell

3. Recording flow meters shall be utilized to measure flow and calibrated at least annually. [62-601.200(17) and .500(6), 5-31-93]
4. The arithmetic mean of the monthly fecal coliform values collected during an annual period shall not exceed 200 per 100 mL of reclaimed water sample. The geometric mean of the fecal coliform values for a minimum of 10 samples of reclaimed water, each collected on a separate day during a period of 30 consecutive days (monthly), shall not exceed 200 per 100 mL of sample. No more than 10 percent of the samples collected (the 90th percentile value) during a period of 30 consecutive days shall exceed 400 fecal coliform values per 100 mL of sample. Any one sample shall not exceed 800 fecal coliform values per 100 mL of sample. Note: To report the 90th percentile value, list the fecal coliform values obtained during the month in ascending order. Report the value of the sample that corresponds to the 90th percentile (multiply the number of samples by 0.9). For example, for 30 samples, report the corresponding fecal coliform number for the 27th value of ascending order. [62-600.440(4)(c), 6-8-93]
5. A minimum of 0.5 mg/L total residual chlorine must be maintained for a minimum contact time of 15 minutes based on peak hourly flow. [62-600.440(4)(b), 6-8-93]

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 Summerfield, FL 34493

PERMIT NUMBER: FLA016971
 EXPIRATION DATE: Sept. 1, 2001
 FACILITY: Spruce Creek G&CC

I RECLAIMED WATER AND EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS (Con't)

A. Reuse and Land Application Systems: Golf Course Irrigation

6. During the period beginning upon placing the new facilities into operation and lasting through the expiration date of this permit, the permittee is authorized to land apply reclaimed water from Reuse System R002. Such reuse shall be limited and monitored by the permittee as specified below:

Parameter	Units	Max/Min	Reclaimed Water Limitations				Monitoring Requirements			
			Annual Average	Monthly Average	Weekly Average	Single Sample	Monitoring Frequency	Sample Type	Monitoring Location Site Number	Notes
Flow	mgd	Maximum	0.200				Continuous	Flow meters	EFF-1	See Cond. I.A.8
Carbonaceous Biochemical Oxygen Demand (5 day)	mg/L	Maximum	20	30	45	60	Every Two Weeks	8-hour flow proportioned composite	EFA-1	
Total Suspended Solids	mg/L	Maximum				5.0	4 days/week	Grab	EFB-1	
Fecal Coliform Bacteria			See Permit Condition I.A.9.				4 days/week	Grab	EFA-1	
pH	std. units	Range				6.0 to 8.5	5 Days/Week	Grab	EFA-1	
Total Residual Chlorine (For Disinfection)	mg/L	Minimum				1.0	Continuous	Analyzer	EFA-1	See Cond. I.A.10
Turbidity	NTU	Maximum	See Permit Condition I.A.11.				Continuous	Analyzer	EFB-1	

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7. Reclaimed Water samples shall be taken at the monitoring site locations listed in Permit Condition I. A. 6. and as described below:

Monitoring Location Site Number	Description of Monitoring Location
EFA-1	chlorine contact chamber effluent
EFB-1	filter effluent prior to chlorination
EFF-1	flow meter in filter clearwell

8. Recording flow meters shall be utilized to measure flow and calibrated at least annually. [62-601.200(17) and .500(6), 5-31-93]
9. Over a 30 day period, 75 percent of the fecal coliform values (the 75th percentile value) shall be below the detection limits. Any one sample shall not exceed 25 fecal coliform values per 100 mL of sample. Any one sample shall not exceed 5.0 milligrams per liter of total suspended solids (TSS) at a point before application of the disinfectant. Note: To report the 75th percentile value, list the fecal coliform values obtained during that month in ascending order. Report the value of the sample that corresponds to the 75th percentile (multiply the number of samples by 0.75). For example, for 30 samples, report the corresponding fecal coliform value for the 23rd value of ascending order. [62-600.440(5)(f), 6-8-93]
10. The minimum total chlorine residual shall be limited as described in the approved operating protocol, such that the permit limitation for fecal coliform bacteria will be achieved. In no case shall the total chlorine residual be less than 1.0 mg/L. [62-600.440(5)(b) and (6)(b), 6-8-93]
11. The maximum turbidity shall be limited as described in the approved operating protocol, such that the permit limitations for total suspended solids and fecal coliforms will be achieved. [62-610.463, 4-2-90]

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B. Other Limitations and Monitoring and Reporting Requirements

1. During the period beginning upon placing the new system(s) into operation and lasting through the expiration date of this permit, the treatment facility shall be limited and monitored by the permittee as specified below:

Parameter	Units	Max/Min	Limitations				Monitoring Requirements			Notes
			Annual Average	Monthly Average	Weekly Average	Single Sample	Monitoring Frequency	Sample Type	Monitoring Location Site Number	
Carbonaceous Biochemical Oxygen Demand (5 day)	mg/L	Report					Every Two Weeks	8-hour flow proportioned composite	INF-1	See Cond.1.B.3
Total Suspended Solids	mg/L	Report					Every Two Weeks	8-hour flow proportioned composite	INF-1	See Cond.1.D.3

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

Monitoring Location Site Number	Description of Monitoring Location
INF-1	raw influent to surge tank

3. Influent samples shall be collected so that they do not contain digester supernatant or return activated sludge, or any other plant process recycled waters. *[62-601.500(4), 5-31-93]*
4. Parameters which must be monitored as a result of a ground water discharge (i.e., underground injection or land application system) shall be analyzed in accordance with Chapter 62-601, F.A.C. *[62-620.610(18), 11-29-94]*
5. The permittee shall provide safe access points for obtaining representative influent, reclaimed water, and effluent samples which are required by this permit. *[62-601.500(5), 5-31-93]*
6. During the period of operation authorized by this permit, the permittee shall complete and submit to the Department on a monthly basis Discharge Monitoring Report(s) (DMR), Form 62-620.910(10), as attached to this permit. The permittee shall make copies of the attached DMR form(s) and shall submit the completed DMR form(s) to the Central District Office at the address specified in Permit Condition I.B.8. by the twenty-eighth (28th) of the month following the month of operation.

[62-620.610(18), 11-29-94][62-601.300(1), (2), and (3), 5-31-93]

7. During the period of operation authorized by this permit, reclaimed water or effluent shall be monitored annually for the primary and secondary drinking water standards contained in Chapter 62-550, F.A.C., (except for turbidity, total coliforms, color, and corrosivity). Twenty-four hour composite samples shall be used to analyze reclaimed water or effluent for the primary and secondary drinking water standards. These monitoring results shall be reported to the Department annually on the Reclaimed Water or Effluent Analysis Report, Form 62-601.900(4), or in another format if requested by the permittee and if approved by the Department as being compatible with data entry into the Department's computer system. During years when a permit is not renewed, a certification stating that no new non-domestic wastewater dischargers have been added to the collection system since the last reclaimed water or effluent analysis was conducted may be submitted in lieu of the report. The annual reclaimed water or effluent analysis report or the certification shall be completed and submitted in a timely manner so as to be received by the Department's Central District Office by January 1 of each year. *[62-601.300(4), 5-31-93][62-601.500(3), 5-31-93]*
8. Unless specified otherwise in this permit, all reports and notifications required by this permit, including 24-hour notifications, shall be submitted to or reported to the Department's Central District Office at the address specified below:

Florida Department of Environmental Protection
 Central District Office
 3319 Maguire Boulevard Suite 232
 Orlando, Florida 32803-3767

Phone Number - (407) 894-7555

FAX Number - (407) 897-2966 All FAX copies shall be followed by original copies.

PERMITTEE: Spruce Creek South Utilities, Inc.
 17585 SE 102nd Avenue
 Summerfield, FL 34491

PERMIT NUMBER: FLA016971
 EXPIRATION DATE: Sept. 1, 2001
 FACILITY: Spruce Creek G&CC

II. RESIDUALS MANAGEMENT REQUIREMENTS

1. The method of residuals use or disposal by this facility is transported, by Agreement, to Central Process RMF treatment facility, located south of Ocala, Marion County, for lime stabilization and land application. The Department shall be notified at least sixty (60) days prior to the termination of this Agreement between the permittee and Central Process RMF.
2. The wastewater treatment facility permittee shall be responsible for proper handling, use, and disposal of its residuals and will be held responsible for any disposal violations that occur unless the permittee can demonstrate that the treatment facility to which the residuals are transported has legally agreed in writing to accept responsibility for proper treatment and disposal. [62-640.300(3), 3-1-91]
3. The permittee shall sample and analyze the residuals at least once every 12 months. All samples shall be representative and shall be taken after final treatment of the residuals but before use or disposal. Sampling and analysis shall be in accordance with the U.S. Environmental Protection Agency publication - POTW Sludge Sampling and Analysis Guidance Document, 1989. The following parameters shall be sampled and analyzed:

Parameter	Maximum Concentration	Maximum Cumulative Loading
Total Nitrogen	(Report only) % dry weight	Not applicable
Total Phosphorus	(Report only) % dry weight	Not applicable
Total Potassium	(Report only) % dry weight	Not applicable
Cadmium	100 mg/kg dry weight	Not applicable
Copper	3000 mg/kg dry weight	Not applicable
Lead	1500 mg/kg dry weight	Not applicable
Nickel	500 mg/kg dry weight	Not applicable
Zinc	10,000 mg/kg dry weight	Not applicable
pH	(Report only) standard units	Not applicable
Total Solids	(Report only) %	Not applicable

III. GROUND WATER MONITORING REQUIREMENTS

1. Ground water monitoring is not required for the Phase I (restricted public access sprayfield) part of the system. If at the end of Phase I, effluent monitoring has shown that the effluent consistently met drinking water standards at the end-of-pipe, the Department may consider a request for reduction in the number of monitoring wells required (i.e. less than 4) for the Phase II (golf course irrigation) operation.

Otherwise, within 90 days of the implementation of Phase II, the permittee shall complete installation of the ground water monitoring system and begin sampling ground water in accordance with this permit and the approved ground water monitoring plan prepared under Rule 62-522.600, F.A.C. [62-522.600(5), 4/14/94]

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2. All new ground water monitoring wells identified in Item III. 4. below, shall be installed within 90 days of the start of Phase II. Within 30 days of installation of a new monitoring well, the permittee shall submit to the Department's Central District Office detailed information on the well's location and construction on the attached DEP Form(s) 62-522.900(3), Monitor Well Completion Report. [62-522.600, 4/14/94]
3. Prior to construction of new ground water monitoring wells, a soil boring shall be made at each new monitoring well location in order to properly size the well depth and screen interval. [62-522.900(3), 4/14/94]
4. The following monitoring wells shall be sampled quarterly for Land Application System R001:

Monitoring Location Site Number	Depth (Feet)	Aquifer Monitored	Well Type	New or Existing
MWB-1	new	Floridan	Background	new
MWC-2	new	Floridan	Compliance	new
MWC-3	new	Floridan	Compliance	new
MWC-4	new	Floridan	Compliance	new

[62-610.424, 62-610.474, and 62-610.830(1)(d). 4/2/90]

5. The following parameters shall be analyzed quarterly for each monitoring well identified in the Permit Condition III. 4 :
 - a. Water level (field measurement)
 - b. Nitrate (as N)
 - c. Total dissolved solids
 - d. Chloride
 - e. Fecal Coliform
 - f. pH
 - j. Turbidity

[62-522.600 (11) (b), 4/1/94] [62-601.300(3), 62-601.700, and Figure 3 of 62-601]

6. Ground water monitoring parameters shall be analyzed in accordance with Chapter 62-601, F.A.C. [62-620.610(18), 11-29-94]
7. Ground water monitoring test results shall be submitted on Part D of Form 62-620.910(10). Results shall be submitted with the April, July, October, January DMR for each year during the period of operation allowed by this permit in accordance with Permit Condition I. B.6. [62-522.600(10) and (11) (b), 4/14/94] [62-601.300(3), 62-601.700, and Figure 3 of 62-601] [62-620.610(18), 11-29-94]
8. Ground water monitoring wells shall be purged prior to sampling to obtain representative samples. [62-601.700(5), 5-31-93]
9. In accordance with Part D of Form 62-620.910(10), water levels shall be recorded before evacuating wells for sample collection. Elevation references shall include the top of the well casing and land surface at each well site (NGVD allowable) at a precision of plus or minus 0.1 foot. [62-610.424(3), 4-2-94]

PERMITTEE: Spruce Creek South Utilities, Inc.
 17585 SE 102nd Avenue
 Summerfield, FL 34491

PERMIT NUMBER: FLA016971
EXPIRATION DATE: Sept. 1, 2001
FACILITY: Spruce Creek G&CC

IV. ADDITIONAL REUSE AND LAND APPLICATION REQUIREMENTS

Part II Slow-rate/Restricted Access System(s), Except Subsurface

1. All ground water quality criteria specified in Chapter 62-520, F.A.C., shall be met at the edge of the zone of discharge. The zone of discharge for this project shall extend horizontally 100 feet from the application site or to the facility's property line, whichever is less, and vertically to the base of the surficial aquifer. [62-520.200(23), 4/14/94] [62-522.400 and 62-522.410, 4/14/94]
2. Warning signs shall be posted around the site boundaries to designate the nature of the project area. [62-610.418(1), 4/2/90]
3. Storage ponds shall be enclosed with a fence or provided with features to discourage the entry of animals and unauthorized persons. [62-610.418(1), 4/2/90]
4. Routine aquatic weed control and regular maintenance of storage pond embankments and access areas are required. [62-610.415(6), 4/2/90]
5. The annual average hydraulic loading rate shall be limited to a maximum of 2.0 inches per week. The hydraulic loading rate shall not produce surface runoff or ponding of the applied reclaimed water. [62-610.423(3) and (4), 4/2/90]
6. The crops or vegetation shall be periodically harvested and removed from the project area. [62-610.310(3)(d) and 62-610.419(1)(b), 4/2/90]
7. Dairy cattle whose milk is intended for human consumption shall not be allowed on the project area for a period of 15 days after the last application of reclaimed water. No restrictions are imposed on the grazing of other cattle. [62-610.425, 4/2/90]
8. Irrigation of edible food crops is prohibited. [62-610.426, 4/2/90]
9. Overflows from emergency discharge facilities on storage ponds shall be reported as an abnormal event to the Department's Central District Office within 24 hours of an occurrence as an abnormal event. The provisions of Rule 62-610.880, F.A.C., shall be met. [62-610.880 and 62-610.415(5), 4/2/90]
10. At the time the public access reuse system is placed into operation the two 400,000 gallon lined holding ponds shall converted to one reject pond and one reclaimed water holding pond.

Part III Public Access System(s)

11. This reuse system includes the following major users (i.e., using 0.1 mgd or more of reclaimed water):

User Name	User Type	Capacity (MGD)	Acreage
Spruce Creek Golf & CC Golf Course	Golf Courses	0.200	135

[62-610.820(1), 4/2/90]

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12. All ground water quality criteria specified in Chapter 62-520, F.A.C., shall be met at the edge of the zone of discharge. For major users of reclaimed water (i.e., using 0.1 mgd or more), the zone of discharge shall extend horizontally 100 feet from the application site or to the user's property line, whichever is less, and vertically to the base of the surficial aquifer. *[62-520.200(23), 4/14/94] [62-522.400 and 62-522.410, 4/14/94]*
13. The treatment facilities shall be operated in accordance with an operating protocol that must be submitted to the Department for review and approval prior to placing the public access reuse system into service. Only reclaimed water that meets the criteria established in the approved operating protocol may be released to system storage or to the reuse system. Reclaimed water that fails to meet the criteria in the approved operating protocol shall be directed to reject storage for subsequent additional treatment and disinfection. The operating protocol shall be reviewed and updated periodically (at least once each year) to ensure continuous compliance with the minimum treatment and disinfection requirements. Updated operating protocols shall be submitted to the Department's Central District Office for review and approval during permit renewal. *[62-610.463(2), 1-9-96]*
14. Cross-connections to the potable water system are prohibited. *[62-610.470(1), 1-9-96]*
15. A cross-connection control program shall be implemented and/or remain in effect within the areas where reclaimed water will be provided for use. *[62-610.470(1), 1-9-96]*
16. Maximum obtainable separation of reclaimed water lines and potable water lines shall be provided and the minimum separation distances specified in Rule 62-610.470(3), F.A.C., shall be provided. Reuse facilities shall be color coded or marked. *[62-610.470(3) and (4), 1-9-96]*
17. In constructing reclaimed water distribution piping, the permittee shall maintain a 75-foot setback distance from a reclaimed water transmission facility to public water supply wells. No setback distances are required to other potable water supply wells or to any nonpotable water supply wells. *[62-610.471(3), 1-9-96]*
18. A setback distance of 75 feet shall be maintained between the edge of the wetted area and potable water supply wells, unless the utility adopts and enforces an ordinance prohibiting potable water supply wells within the reuse service area. No setback distances are required to any nonpotable water supply well, to any surface water, to any developed areas, or to any private swimming pools, hot tubs, spas, saunas, picnic tables, barbecue pits, or barbecue grills. *[62-610.471(1), (2), (5), and (7), 1-9-96]*
19. Reclaimed water shall not be used to fill swimming pools, hot tubs, or wading pools. *[62-610.469(3), 1-9-96]*
20. Low trajectory nozzles, or other means to minimize aerosol formation shall be used within 100 feet from outdoor public eating, drinking, or bathing facilities. *[62-610.471(6), 1-9-96]*
21. The public shall be notified of the use of reclaimed water. This shall be accomplished by posting of advisory signs in areas where reuse is practiced, notes on scorecards, or other methods. *[62-610.468(2), 1-9-96]*
22. Routine aquatic weed control and regular maintenance of storage pond embankments and access areas are required. *[62-610.415(6), 1-9-96]*
23. Overflows from emergency discharge facilities on storage ponds shall be reported as an abnormal event to the Department's Central District Office within 24 hours of an occurrence as an abnormal event. The provisions of Rule 62-610.880, F.A.C., shall be met. *[62-610.880, 62-610.415(5), and 62-610.465, 1-9-96]*

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24. Reclaimed water shall only be released to the system storage or reuse system during periods of operator attendance in compliance with the approved operating protocol. [62-610.462, 1-9-96]
25. The public access reuse system may be placed into operation when the flows to the facility reach 0.100 MGD AADF and all other conditions of this permit are satisfied.

V. OPERATION AND MAINTENANCE REQUIREMENTS

1. During the period of operation authorized by this permit, the wastewater facilities shall be operated under the supervision of a(n) operator(s) certified in accordance with Chapter 61E12-41, F.A.C. In accordance with Chapter 62-699, F.A.C., this facility is a Category II, Class C facility and, at a minimum, operators with appropriate certification must be on the site as follows:

During the initial phase of operation, when the restricted access sprayfield is in operation, a Class C or higher operator 1/2 hour/day for 5 days/week and 1 visit each weekend. The lead operator must be a Class C operator, or higher.

During the second phase of operation, after the public access reuse system is placed into operation, a Class C or higher operator 6 hours/day for 7 days/week. The lead operator must be a Class C operator, or higher.

[62-699, 5-20-94] [62-620.630(3), 11-29-94] [62-699.310, 5-20-92] [62-610.462(2), 4-2-90]

2. A certified operator shall be on call during periods the plant is unattended. [62-699.311(1), 5-20-92]
3. A capacity analysis report shall be prepared in accordance with Rule 62-600.405, F.A.C. [62-600.405(3), 6-8-93]
4. The application to renew this permit shall include a detailed operation and maintenance performance report prepared in accordance with Rule 62-600.735, F.A.C. [62-600.735(1), 6-8-93]
5. The permittee shall maintain the following records and make them available for inspection on the site of the permitted facility:
 - a. Records of all compliance monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation and a copy of the laboratory certification showing the certification number of the laboratory, for at least three years from the date the sample or measurement was taken;
 - b. Copies of all reports required by the permit for at least three years from the date the report was prepared;
 - c. Records of all data, including reports and documents, used to complete the application for the permit for at least three years from the date the application was filed;
 - d. Monitoring information, including a copy of the laboratory certification showing the laboratory certification number related to the residuals use and disposal activities for the time period set forth in Chapter 62-640, F.A.C., for at least three years from the date of sampling or measurement;
 - e. A copy of the current permit;
 - f. Copies of the licenses of the current certified operators; and

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- g. Copies of the logs and schedules showing plant operations and equipment maintenance for three years from the date of the logs or schedules. The log shall, at a minimum, include identification of the plant; the signature and certification number of the operator(s) and the signature of the person(s) making any entries; date and time in and out; specific operation and maintenance activities; tests performed and samples taken; and major repairs made. The logs shall be maintained on-site in a location accessible to 24-hour inspection protected from weather damage, and current to the last operation and maintenance performed.

[62-620.350, 11-29-94][61E12-41.010(1)(e), 11-02-93]

- 6. The permittee shall submit an annual report of reclaimed water utilization using DEP Form 62-610.300(4)(a)2 by January 1 of each year. *[62-610.870(3), 1-9-96]*

VI COMPLIANCE SCHEDULES AND SELF-IMPOSED IMPROVEMENT SCHEDULES

- 1. The following construction schedule for the facilities shall be followed, unless notification of a schedule revision is provided and acceptable to the Department:

Implementation Step		Completion Date
1	Begin Construction	12/1/96
2	End Construction	5/1/97
3	Begin operation of WWTF and sprayfield	6/1/97
4	Attain operational level	6/1/97

[62-620.450(3)(a), 11-29-94]

VII INDUSTRIAL PRETREATMENT PROGRAM REQUIREMENTS

- 1. This facility is not required to have a pretreatment program at this time. *[62-625.500, 11-29-94]*

VIII OTHER SPECIFIC CONDITIONS

- 1. Prior to placing the newly constructed facilities into operation or any individual unit processes into operation, for any purpose other than testing for leaks and equipment operation, the permittee shall complete and submit to the Department DEP Form 62-620.910(12), **Notification of Completion of Construction for Domestic Wastewater Facilities.** *[62-620.630(2), 11-29-94]*
- 2. The newly constructed Part III reuse system shall not be placed in service for any purpose without written approval from the Department. For projects identified in the permit as being constructed in phases, written permission is only required for Phase II of this permit. Application for approval shall be made to the Department on DEP Form 62-610.910(3), **Application for Permission to Place a Public Access Reuse System in Operation,** including engineering details for the golf course lake discharge structure and the required flow control system, and an Operating Protocol. *[62-620.630(4), 11-29-94]*
- 3. Within six months after a facility is placed in operation, the permittee shall provide written certification to the Department on Form 62-620.910(13) that record drawings pursuant to Chapter 62-600, F.A.C., and that an operation and maintenance manual pursuant to Chapters 62-600 and 62-610, F.A.C., as applicable, are available at the location specified on the form. *[62-620.630(7), 11-29-94]*
- 4. If the permittee wishes to continue operation of this wastewater facility after the expiration date of this permit, the permittee shall submit an application for renewal, using Department Forms 62-620.910(1)

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and (2), no later than one-hundred and eighty days (180) prior to the expiration date of this permit. *[62-620.410(5), 11-26-94]*

5. The facilities shall comply with any conditions that the Secretary of the Army (United States Army Corps of Engineers) considers necessary to ensure that navigation and anchorage will not be substantially impaired. *[62-620.620(1)(g), 11-29-94]*
6. In the event that the treatment facilities or equipment no longer function as intended, are no longer safe in terms of public health and safety, or odor, noise, aerosol drift, or lighting adversely affects neighboring developed areas at the levels prohibited by Rule 62-600.400(2)(a), F.A.C., corrective action (which may include additional maintenance or modifications of the permitted facilities) shall be taken by the permittee. Other corrective action may be required to ensure compliance with rules of the Department. *[62-600.410(8), 6-8-93]*
7. The deliberate introduction of stormwater in any amount into collection/transmission systems designed solely for the introduction (and conveyance) of domestic/industrial wastewater, or the deliberate introduction of stormwater into collection/transmission systems designed for the introduction or conveyance of combinations of storm and domestic/industrial wastewater in amounts which may reduce the efficiency of pollutant removal by the treatment plant is prohibited. *[62-604.130(3), 5-31-93]*
8. Collection/transmission system overflows shall be reported to the Department in accordance with Permit Condition IX. 20. *[62-604.550, 5-31-93] [62-620.610(20), 11-29-94]*
9. The operating authority of a collection/transmission system and the permittee of a treatment plant are prohibited from accepting connections of wastewater discharges which have not received necessary pretreatment or which contain materials or pollutants (other than normal domestic wastewater constituents):
 - a. Which may cause fire or explosion hazards; or
 - b. Which may cause excessive corrosion or other deterioration of wastewater facilities due to chemical action or pH levels; or
 - c. Which are solid or viscous and obstruct flow or otherwise interfere with wastewater facility operations or treatment; or
 - d. Which result in treatment plant discharges having temperatures above 40°C.*[62-604.130(4), 5-31-93]*
10. The treatment facility shall be enclosed with a fence or otherwise provided with features to discourage the entry of animals and unauthorized persons. *[62-600.400(2)(b), 6-8-93]*
11. Screenings and grit removed from the wastewater facilities shall be collected in suitable containers and hauled to a Department approved Class I landfill or to a landfill approved by the Department for receipt/disposal of screenings and grit. *[62-7.540, 12-10-85]*
12. The permittee shall provide adequate notice to the Department of the following:
 - a. Any new introduction of pollutants into the facility from an industrial discharger which would be subject to Chapter 403, F.S., and the requirements of Chapter 62-620, F.A.C. if it were directly discharging those pollutants; and

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

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

[62-620.625(2), 11-29-94]

IX. GENERAL CONDITIONS

1. The terms, conditions, requirements, limitations and restrictions set forth in this permit are binding and enforceable pursuant to Chapter 403, Florida Statutes. Any permit noncompliance constitutes a violation of Chapter 403, Florida Statutes, and is grounds for enforcement action, permit termination, permit revocation and reissuance, or permit revision. *[62-620.610(1), 11-29-94]*
2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviations from the approved drawings, exhibits, specifications or conditions of this permit constitutes grounds for revocation and enforcement action by the Department. *[62-620.610(2), 11-29-94]*
3. As provided in Subsection 403.087(6), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor authorize any infringement of federal, state, or local laws or regulations. This permit is not a waiver of or approval of any other Department permit or authorization that may be required for other aspects of the total project which are not addressed in this permit. *[62-620.610(3), 11-29-94]*
4. This permit conveys no title to land or water, does not constitute state recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title. *[62-620.610(4), 11-29-94]*
5. This permit does not relieve the permittee from liability and penalties for harm or injury to human-health or welfare, animal or plant life, or property caused by the construction or operation of this permitted source; nor does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department. The permittee shall take all reasonable steps to minimize or prevent any discharge, reuse of reclaimed water, or residuals use or disposal in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit. *[62-620.610(5), 11-29-94]*
6. If the permittee wishes to continue an activity regulated by this permit after its expiration date, the permittee shall apply for and obtain a new permit. *[62-620.610(6), 11-29-94]*
7. The permittee shall at all times properly operate and maintain the facility and systems of treatment and control, and related appurtenances, that are installed and used by the permittee to achieve compliance with the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to maintain or achieve compliance with the conditions of the permit. *[62-620.610(7), 11-29-94]*

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8. This permit may be modified, revoked and reissued, or terminated for cause. The filing of a request by the permittee for a permit revision, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition. *[62-620.610(8), 11-29-94]*
9. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, including an authorized representative of the Department and authorized EPA personnel, when applicable, upon presentation of credentials or other documents as may be required by law, and at reasonable times, depending upon the nature of the concern being investigated, to:
 - a. Enter upon the permittee's premises where a regulated facility, system, or activity is located or conducted, or where records shall be kept under the conditions of this permit;
 - b. Have access to and copy any records that shall be kept under the conditions of this permit;
 - c. Inspect the facilities, equipment, practices, or operations regulated or required under this permit; and
 - d. Sample or monitor any substances or parameters at any location necessary to assure compliance with this permit or Department rules.

[62-620.610(9), 11-29-94]
10. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data, and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except as such use is proscribed by Section 403.111, Florida Statutes, or Rule 62-620.302, Florida Administrative Code. Such evidence shall only be used to the extent that it is consistent with the Florida Rules of Civil Procedure and applicable evidentiary rules. *[62-620.610(10), 11-29-94]*
11. When requested by the Department, the permittee shall within a reasonable time provide any information required by law which is needed to determine whether there is cause for revising, revoking and reissuing, or terminating this permit, or to determine compliance with the permit. The permittee shall also provide to the Department upon request copies of records required by this permit to be kept. If the permittee becomes aware of relevant facts that were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be promptly submitted or corrections promptly reported to the Department. *[62-620.610(11), 11-29-94]*
12. Unless specifically stated otherwise in Department rules, the permittee, in accepting this permit, agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided, however, the permittee does not waive any other rights granted by Florida Statutes or Department rules. A reasonable time for compliance with a new or amended surface water quality standard, other than those standards addressed in Rule 62-302.500, F.A.C., shall include a reasonable time to obtain or be denied a mixing zone for the new or amended standard. *[62-620.610(12), 11-29-94]*
13. The permittee, in accepting this permit, agrees to pay the applicable regulatory program and surveillance fee in accordance with Rule 62-4.052, F.A.C. *[62-620.610(13), 11-29-94]*
14. This permit is transferable only upon Department approval in accordance with Rule 62-620.340, F.A.C. The permittee shall be liable for any noncompliance of the permitted activity until the transfer is approved by the Department. *[62-620.610(14), 11-29-94]*

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15. The permittee shall give the Department written notice at least 60 days before inactivation or abandonment of a wastewater facility and shall specify what steps will be taken to safeguard public health and safety during and following inactivation or abandonment. *[62-620.610(15), 11-29-94]*
16. The permittee shall apply for a revision to the Department permit in accordance with Rules 62-620.300, 62-620.420 or 62-620.450, F.A.C., as applicable, at least 90 days before construction of any planned substantial modifications to the permitted facility is to commence or with Rule 62-620.300 for minor modifications to the permitted facility. A revised permit shall be obtained before construction begins except as provided in Rule 62-620.300, F.A.C. *[62-620.610(16), 11-29-94]*
17. The permittee shall give advance notice to the Department of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements. The permittee shall be responsible for any and all damages which may result from the changes and may be subject to enforcement action by the Department for penalties or revocation of this permit. The notice shall include the following information:
 - a. A description of the anticipated noncompliance;
 - b. The period of the anticipated noncompliance, including dates and times; and
 - c. Steps being taken to prevent future occurrence of the noncompliance.*[62-620.610(17), 11-29-94]*
18. Sampling and monitoring data shall be collected and analyzed in accordance with Rule 62-4.246, Chapters 62-160 and 62-601, F.A.C., and 40 CFR 136, as appropriate.
 - a. Monitoring results shall be reported at the intervals specified elsewhere in this permit and shall be reported on a Discharge Monitoring Report (DMR), DEP Form 62-620.910(10).
 - b. If the permittee monitors any contaminant more frequently than required by the permit, using Department approved test procedures, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the DMR.
 - c. Calculations for all limitations which require averaging of measurements shall use an arithmetic mean unless otherwise specified in this permit.
 - d. Any laboratory test required by this permit for domestic wastewater facilities shall be performed by a laboratory that has been certified by the Department of Health and Rehabilitative Services (DHRS) under Chapter 10D41, F.A.C., to perform the test. On-site tests for dissolved oxygen, pH, and total chlorine residual shall be performed by a laboratory certified to test for those parameters or under the direction of an operator certified under Chapter 61E12-41, F.A.C.
 - e. Under Chapter 62-160, F.A.C., sample collection shall be performed by following the protocols outlined in "DER Standard Operating Procedures for Laboratory Operations and Sample Collection Activities" (DER-QA-001/92). Alternatively, sample collection may be performed by an organization who has an approved Comprehensive Quality Assurance Plan (CompQAP) on file with the Department. The CompQAP shall be approved for collection of samples from the required matrices and for the required tests.

[62-620.610(18), 11-29-94]

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19. Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule detailed elsewhere in this permit shall be submitted no later than 14 days following each schedule date. *[62-620.610(19), 11-29-94]*
20. The permittee shall report to the Department any noncompliance which may endanger health or the environment. Any information shall be provided orally within 24 hours from the time the permittee becomes aware of the circumstances. A written submission shall also be provided within five days of the time the permittee becomes aware of the circumstances. The written submission shall contain: a description of the noncompliance and its cause; the period of noncompliance including exact dates and time, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.
- a. The following shall be included as information which must be reported within 24 hours under this condition:
1. Any unanticipated bypass which causes any reclaimed water or effluent to exceed any permit limitation or results in an unpermitted discharge,
 2. Any upset which causes any reclaimed water or the effluent to exceed any limitation in the permit,
 3. Violation of a maximum daily discharge limitation for any of the pollutants specifically listed in the permit for such notice, and
 4. Any unauthorized discharge to surface or ground waters.
- b. If the oral report has been received within 24 hours, the noncompliance has been corrected, and the noncompliance did not endanger health or the environment, the Department shall waive the written report.

[62-620.610(20), 11-29-94]

21. The permittee shall report all instances of noncompliance not reported under Permit Conditions IX. 18. and 19. of this permit at the time monitoring reports are submitted. This report shall contain the same information required by Permit Condition IX. 20 of this permit. *[62-620.610(21), 11-29-94]*

22. Bypass Provisions.

- a. Bypass is prohibited, and the Department may take enforcement action against a permittee for bypass, unless the permittee affirmatively demonstrates that:
1. Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage; and
 2. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
 3. The permittee submitted notices as required under Permit Condition IX. 22. b. of this permit.
- b. If the permittee knows in advance of the need for a bypass, it shall submit prior notice to the Department, if possible at least 10 days before the date of the bypass. The permittee shall submit

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notice of an unanticipated bypass within 24 hours of learning about the bypass as required in Permit Condition IX. 20. of this permit. A notice shall include a description of the bypass and its cause; the period of the bypass, including exact dates and times; if the bypass has not been corrected, the anticipated time it is expected to continue; and the steps taken or planned to reduce, eliminate, and prevent recurrence of the bypass.

- c. The Department shall approve an anticipated bypass, after considering its adverse effect, if the permittee demonstrates that it will meet the three conditions listed in Permit Condition IX. 22. a. 1. through 3. of this permit.
- d. A permittee may allow any bypass to occur which does not cause reclaimed water or effluent limitations to be exceeded if it is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of Permit Condition IX. 22. a. through c. of this permit.

[62-620.610(22), 11-29-94]

23. Upset Provisions

- a. A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed contemporaneous operating logs, or other relevant evidence that:
 - 1. An upset occurred and that the permittee can identify the cause(s) of the upset;
 - 2. The permitted facility was at the time being properly operated;
 - 3. The permittee submitted notice of the upset as required in Permit Condition IX. 20. of this permit; and
 - 4. The permittee complied with any remedial measures required under Permit Condition IX. 5. of this permit.
- b. In any enforcement proceeding, the permittee seeking to establish the occurrence of an upset has the burden of proof.
- c. Before an enforcement proceeding is instituted, no representation made during the Department review of a claim that noncompliance was caused by an upset is final agency action subject to judicial review.

[62-620.610(23), 11-29-94]

Executed in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION


Christhane C. Ferraro, P.E.
Program Administrator Water Facilities

DATE: October 22, 1996

SPRUCE CREEK SOUTH UTILITIES, INC.

Legal Description

EXHIBIT C

PARCEL A

The following described land in Marion County, Florida:

The East ½ of SW ¼ of SW ¼ of SW ¼ of Section 10, Township 17 South, Range 23 East, together with that perpetual right-of-way easement described as: Commencing at the SW corner of the East ½ of SW ¼ of SW ¼ of the SW ¼ of Section 10, Township 17 South, Range 23 East; thence West 198.79 feet, thence North 25 feet, thence East 198.79 feet, thence South 25 feet to the Point of Beginning.

PARCEL B

The following described land in Marion County, Florida:

The SE ¼ of the SE ¼ of the SW ¼, except the North 329.43 feet thereof of Section 10, Township 17 South, Range 23 East.

PARCEL C

The following described land in Marion County, Florida:

W ½ of NE ¼ of NW ¼ of Section 3, Township 17 South, Range 23 East.

PARCEL D

That portion of the E ½ of the SW ¼ of the SW ¼, Section 34, Township 16 South, Range 23 East, Marion County, Florida, described as follows:

Begin at the intersection of the southerly right-of-way line of Southeast County Highway C-25 (100 feet wide) with the East line of aforesaid E ½ of the SW ¼ of the SW ¼; thence N 70° 50' 18" W along said right-of-way line 351.39 feet; thence departing said right-of-way line S 00° 01' 36" W, 240.00 feet; thence N 89° 58' 24" W, 135.00 feet; thence N 00° 01' 36" E, 251.70 feet to the point of curvature of a curve concave southeasterly, having a radius of 25.00 feet, a central angle of 109° 08' 06" and a chord bearing and distance of N 54° 35' 39" E, 40.74 feet; thence northeasterly along said curve an arc distance of 47.62 feet to the point of tangency, said point being on the aforesaid south right-of-way-line; thence along said right-of-way line run N 70° 50' 18" W, 240.87 feet to the west line of aforesaid E ½ of SW ¼ of SW ¼; thence along said west line run southerly to the SW corner of said E ½ of SW ¼ of SW ¼; thence easterly to the SE corner of said E ½ of SW ¼ of SW ¼; thence along the east line thereof run northerly to the Point of Beginning.

PARCEL E

Part I

The North 65.88 feet of the South 199.57 feet of the North 463.07 feet of the Southeast ¼ of the Southeast ¼ of the Southwest ¼ of Section 10, Township 17 South, Range 23 East, Marion County, Florida.

Part II

The North 263.50 feet of the Southeast ¼ of the Southeast ¼ of the Southwest ¼ of Section 10, Township 17 South, Range 23 East, Marion County, Florida.

Part III

An exclusive easement for right-of-way purposes over and across the following described real property:

The East 20 feet of the Southeast ¼ of the Southeast ¼ of the Southwest ¼ of Section 10, Township 17 South, Range 23 East, EXCEPT the North 263.50 feet thereof.

PARCEL F

Part I

The Northwest ¼ of the Northwest ¼ of the Northwest ¼ of Section 3, Township 17 South, Range 23 East, Marion County, Florida.

Part II

The Southwest ¼ of the Northwest ¼ of the Northwest ¼ of Section 3, Township 17 South, Range 23 East, Marion County, Florida.

Part III

The West ½ of the East ½ of the Northwest ¼ of the Northwest ¼ of Section 3, Township 17 South, Range 23 East,

Marion County, Florida.

PARCEL G

The following described land in Marion County, Florida:

The East ¼ of the NW ¼ of the NW ¼ of Section 3, Township 17 South, Range 23 East.

PARCEL H

The following described property in Marion County, Florida:

The East ¼ of the NE ¼ of the SE ¼ lying South of U.S. Highway No. 441; and all of the SE ¼ of the SE ¼ of Section 33, Township 16 South, Range 23 East; and also the West ¼ of the SW ¼ lying South of U.S. Highway No. 441 in Section 34; Township 16 South, Range 23 East and that part of the West ¼ of the NE ¼ of the SE ¼ lying South of C-25 and Alt. U.S. 441 in Section 33, Township 16 South, Range 23 East, all lying and being in Marion County, Florida.

PARCEL I

Part I

The NE ¼ of Section 9, Township 17 South, Range 23 East, Marion County, Florida and a portion of the West ¾ of the North ½ of the SE ¼ being more particularly described as follows:

Commence at the SW corner of the NE ¼ of Section 9 for the Point of Beginning; thence N 89° 56' 22" E, along the South boundary of the NE ¼ of said Section 9, a distance of 1994.91 feet; thence S 00° 00' 31" W, a distance of 893.54 feet; thence 89° 56' 22" W, a distance of 1994.73 feet to the West boundary of the SE ¼ of said Section 9, thence N 00° 00' 10" W, along said West Boundary a distance of 893.54 feet to the Point of Beginning.

Part II

NE ¼ of NE ¼ of SE ¼ of Section 9, Township 17 South, Range 23 East, Marion County, Florida.

Part III

NW ¼ of SW ¼ of NW ¼ of Section 10, Township 17 South, Range 23 East, Marion County, Florida.

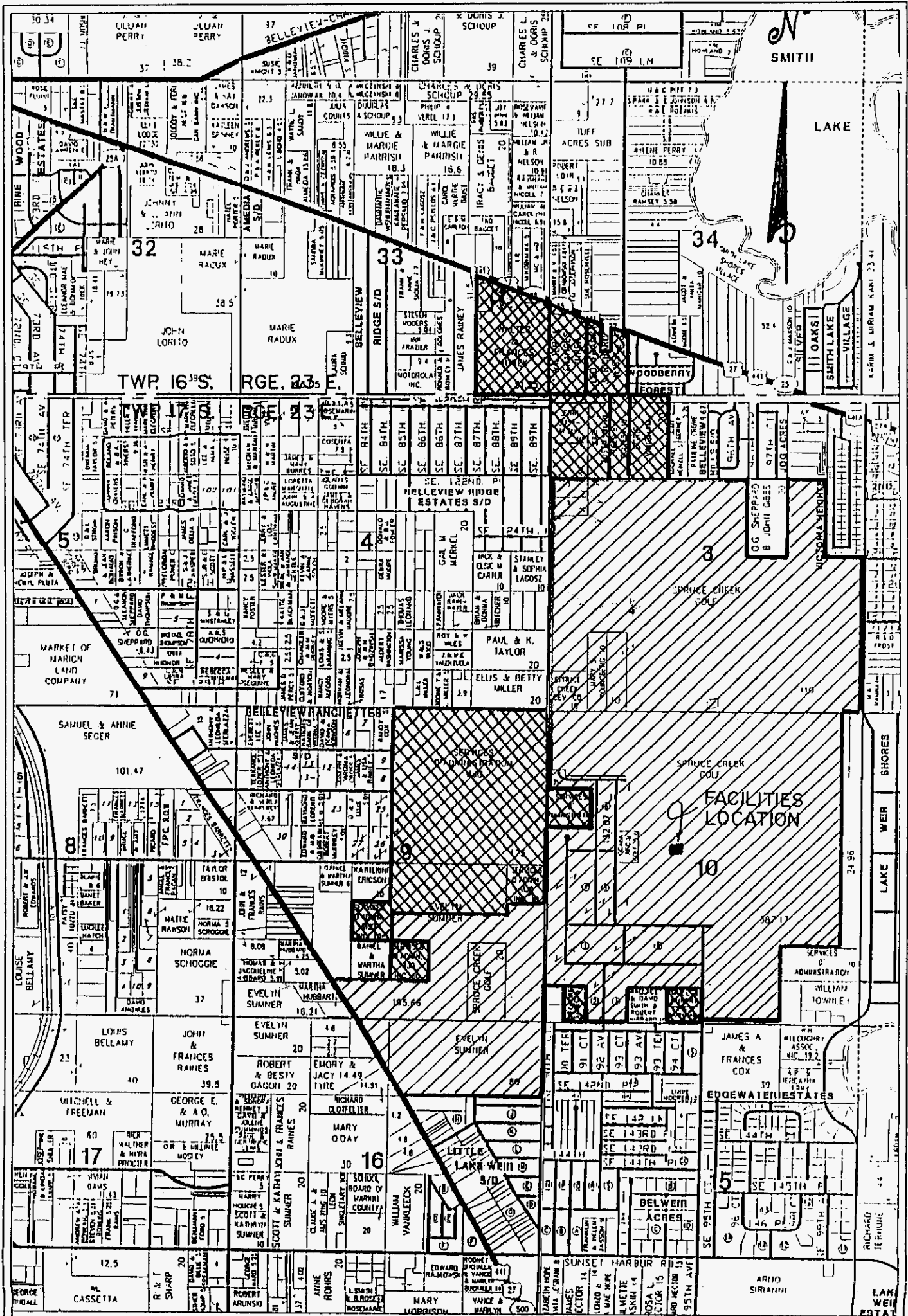
Part IV

The SE ¼ of the NE ¼ of the SW ¼ of Section 9, Township 17 South, Range 23 East, and the NW ¼ of the SW ¼ of the SE ¼ of Section 9, Township 17 South, Range 23 East, lying and being in the County of Marion, State of Florida.

SPRUCE CREEK SOUTH UTILITIES, INC.



Territory Map

EXHIBIT D



MARION COUNTY, FLORIDA

VICINITY MAP

-  = PROPOSED ADDITION
-  = ORIGINAL SERVICE BOUNDARY

WILLIAM E. FRANKLIN, Jr.
 P.S.M., No. 1536, STATE OF FLORIDA
 13900 S.E. 97th AVENUE, SUMMERFIELD, FL 34491
 TELEPHONE (352) 347-8744

SPRUCE CREEK SOUTH
 UTILITIES INC.

SCALE: 1" = 2000'

DATE: JUNE 14, 2000

SHEET 1 OF 1

SPRUCE CREEK SOUTH UTILITIES, INC.

System Map

EXHIBIT E

Master Development Plan

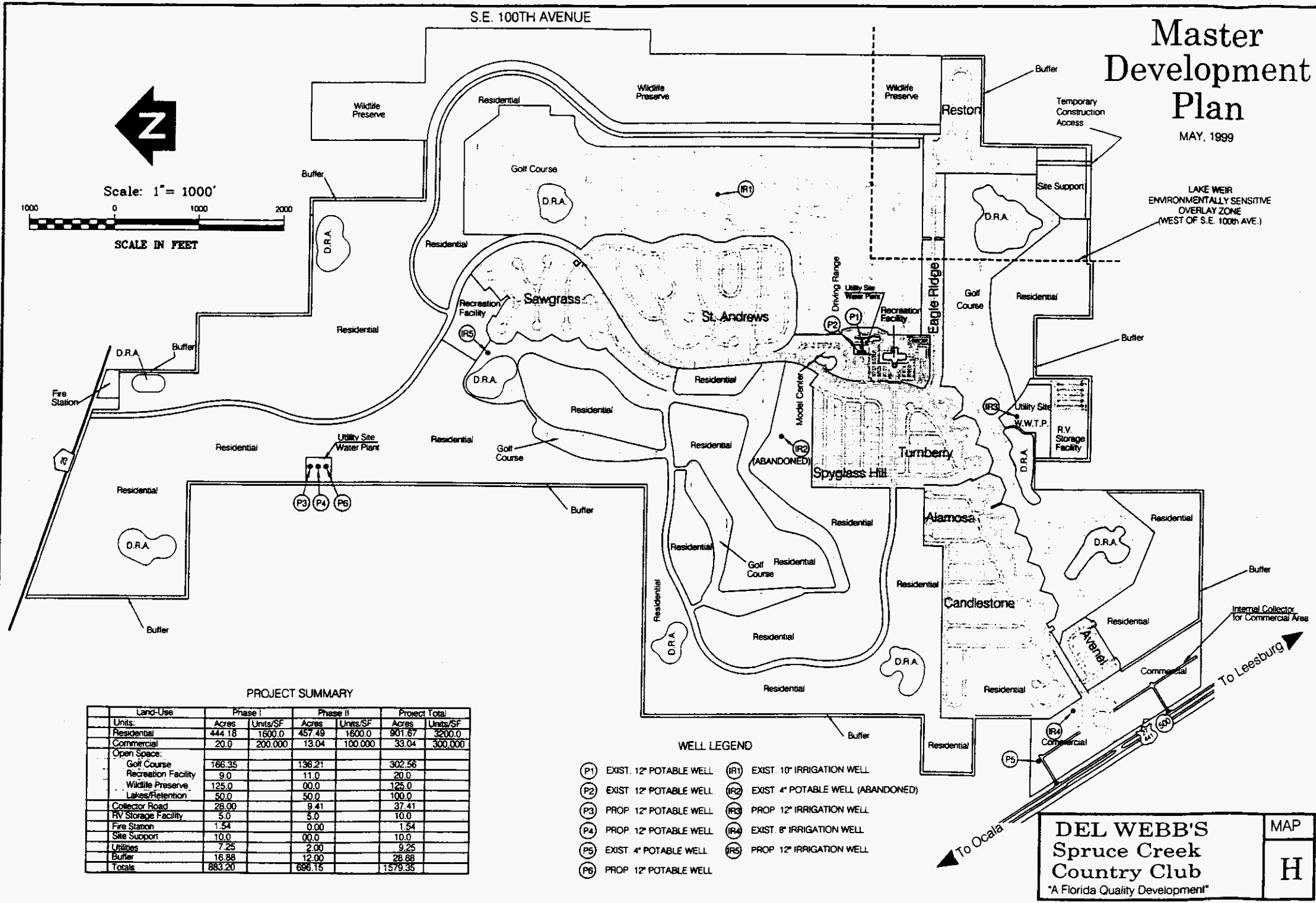
MAY, 1999



Scale: 1" = 1000'



SCALE IN FEET



PROJECT SUMMARY

Land-Use	Phase I		Phase II		Project Total	
	Acres	Units/SF	Acres	Units/SF	Acres	Units/SF
Residential	444.18	1600.0	457.49	1600.0	901.67	3200.0
Commercial	20.0	200,000	13.04	100,000	33.04	300,000
Open Space:						
Golf Course	166.35		136.21		302.56	
Recreation Facility	9.0		11.0		20.0	
Wildlife Preserve	125.0		00.0		125.0	
Lakes/Retention	50.0		50.0		100.0	
Collector Road	28.00		9.41		37.41	
RV Storage Facility	5.0		5.0		10.0	
Fire Station	1.54		0.00		1.54	
Site Support	10.0		0.00		10.0	
Utilities	7.25		2.00		9.25	
Buffer	16.98		12.00		28.98	
Totals	883.20		686.15		1579.35	

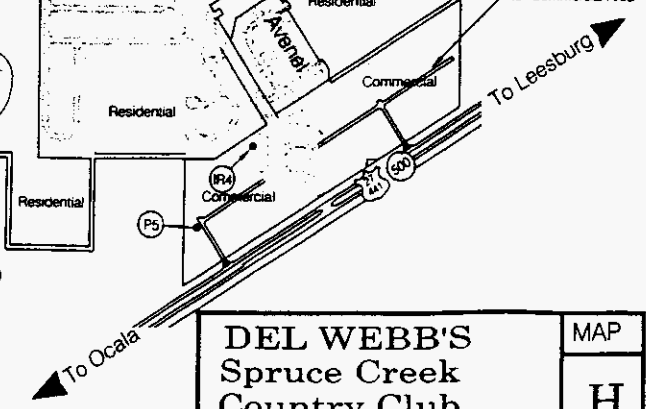
WELL LEGEND

- (P1) EXIST. 12" POTABLE WELL (IR1) EXIST. 10" IRRIGATION WELL
- (P2) EXIST. 12" POTABLE WELL (IR2) EXIST. 4" POTABLE WELL (ABANDONED)
- (P3) PROP. 12" POTABLE WELL (IR3) PROP. 12" IRRIGATION WELL
- (P4) PROP. 12" POTABLE WELL (IR4) EXIST. 8" IRRIGATION WELL
- (P5) EXIST. 4" POTABLE WELL (IR5) PROP. 12" IRRIGATION WELL
- (P6) PROP. 12" POTABLE WELL

DEL WEBB'S
Spruce Creek
Country Club
"A Florida Quality Development"

MAP

H



SPRUCE CREEK SOUTH UTILITIES, INC.

Affidavit of Mailing

EXHIBIT F

AFFIDAVIT OF MAILING

STATE OF FLORIDA

COUNTY OF LEON

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared TONYA M. GRAHAM, who, after being duly sworn on oath, did depose on oath and say that she is the secretary of F. Marshall Deterding, attorney for Spruce Creek South Utilities, Inc. and that on this 16th day of June, 2000, she did send by certified mail, return receipt requested, a copy of the notice attached hereto to each of the utilities, governmental bodies, agencies, or municipalities in accordance with the list provided by the Florida Public Service Commission, which is also attached hereto. In addition, all property owners within the territory affected by the proposed extension received notice in accordance with Rule 25-30.030, Florida Administrative Code.

FURTHER AFFIANT SAYETH NAUGHT.

Tonya M. Graham
Tonya M. Graham

Sworn to and subscribed before me this 16th day of June, 2000, by Tonya M. Graham, who is personally known to me.

Bronwyn S. Revell Moberly
Print Name

NOTARY PUBLIC

My Commission



SPRUCE CREEK SOUTH UTILITIES, INC.

Notice and List of Entities Noticed

EXHIBIT G

NOTICE OF APPLICATION FOR AMENDMENT OF CERTIFICATE

Pursuant to the provisions of Section 367.045, Florida Statutes, and the provisions of Florida Public Service Commission Rule 25-30.030, Notice is hereby given this 6th day of June, 2000 by Spruce Creek South Utilities, Inc., 8501 S.E. 140th Lane Road, Summerfield, FL 34491, of its Application to extend its service area to provide water and wastewater service to the following described lands in Marion County, Florida:

PARCEL A

The following described land in Marion County, Florida:
The East $\frac{1}{2}$ of SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 10, Township 17 South, Range 23 East, together with that perpetual right of way easement described as: Commencing at the SW corner of the East $\frac{1}{2}$ of SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 10, Township 17 South, Range 23 East; thence West 198.79 feet, thence North 25 feet, thence East 198.79 feet, thence South 25 feet to the Point of Beginning.

PARCEL B

The following described land in Marion County, Florida:
The SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, except the North 329.43 feet thereof of Section 10, Township 17 South, Range 23 East.

PARCEL C

The following described land in Marion County, Florida:
W $\frac{1}{2}$ of NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 3, Township 17 South, Range 23 East.

PARCEL D

That portion of the E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$, Section 34, Township 16 South, Range 23 East, Marion County, Florida, described as follows:
Begin at the intersection of the southerly right-of-way line of Southeast County Highway C-25 (100 feet wide) with the East line of aforesaid E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence N 70° 50' 18" W along said right-of-way line 351.39 feet; thence departing said right-of-way line S 00° 01' 36" W, 240.00 feet; thence N 89° 58' 24" W, 135.00 feet; thence N 00° 01' 36" E, 251.70 feet to the point of curvature of a curve concave southeasterly, having a radius of 25.00 feet, a central angle of 109° 08' 06" and a chord bearing and distance of N 54° 35' 39" E, 40.74 feet; thence northeasterly along said curve an arc distance of 47.62 feet to the point of tangency, said point being on the aforesaid south right-of-way-line; thence along said right-of-way line run N 70° 50' 18" W, 240.87 feet to the west line of aforesaid E $\frac{1}{2}$ of SW $\frac{1}{4}$ of SW $\frac{1}{4}$; thence along said west line run southerly to the SW corner of said E $\frac{1}{2}$ of SW $\frac{1}{4}$ of SW $\frac{1}{4}$; thence easterly to the SE corner of said E $\frac{1}{2}$ of SW $\frac{1}{4}$ of SW $\frac{1}{4}$; thence along the east line thereof run northerly to the Point of Beginning.

PARCEL E

Part I

The North 65.88 feet of the South 199.57 feet of the North 463.07 feet of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 10, Township 17 South, Range 23 East, Marion County, Florida.

Part II

The North 263.50 feet of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 10, Township 17 South, Range 23 East, Marion County, Florida.

Part III

An exclusive easement for right-of-way purposes over and across the following described real property:

The East 20 feet of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 10, Township 17 South, Range 23 East, EXCEPT the North 263.50 feet thereof.

PARCEL F

Part I

The Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 3, Township 17 South, Range 23 East, Marion County, Florida.

Part II

The Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 3, Township 17 South, Range 23 East, Marion County, Florida.

Part III

The West $\frac{1}{2}$ of the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 3, Township 17 South, Range 23 East, Marion County, Florida.

PARCEL G

The following described land in Marion County, Florida:

The East $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 3, Township 17 South, Range 23 East.

PARCEL H

The following described property in Marion County, Florida:

The East $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ lying South of U.S. Highway No. 441; and all of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 33, Township 16 South, Range 23 East; and also the West $\frac{1}{4}$ of the SW $\frac{1}{4}$ lying South of U.S. Highway No. 441 in Section 34; Township 16 South, Range 23 East and that part of the West $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ lying South of C-25 and Alt. U.S. 441 in Section 33, Township 16 South, Range 23 East, all lying and being in Marion County, Florida.

PARCEL I

Part I

The NE $\frac{1}{4}$ of Section 9, Township 17 South, Range 23 East, Marion County, Florida and a portion of the West $\frac{1}{4}$ of the North $\frac{1}{2}$ of the SE $\frac{1}{4}$ being more particularly described as follows:

Commence at the SW corner of the NE $\frac{1}{4}$ of Section 9 for the Point of Beginning; thence N 89° 56' 22" E, along the South boundary of the NE $\frac{1}{4}$ of said Section 9, a distance of 1994.91 feet; thence S 00° 00' 31" W, a distance of 893.54 feet; thence 89° 56' 22" W, a distance of 1994.73 feet to the West boundary of the SE $\frac{1}{4}$ of said Section 9, thence N 00° 00' 10" W, along said West Boundary a distance of 893.54 feet to the Point of Beginning.

Part II

NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 9, Township 17 South, Range 23 East, Marion County, Florida.

Part III

NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 10, Township 17 South, Range 23 East, Marion County, Florida.

Part IV

The SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 9, Township 17 South, Range 23 East, and the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 9, Township 17 South, Range 23 East, lying and being in the County of Marion, State of Florida.

Written objections of the above noted extension must be made in writing and filed with the Director of the Division of Records and Reporting, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0870, and a copy provided to F. Marshall Deterding, Rose, Sundstrom & Bentley, 2548 Blairstone Pines Drive, Tallahassee, Florida 32301, no later than 30 days after the last date this notice was mailed or published whichever is later.

LIST OF WATER AND WASTEWATER UTILITIES IN MARION COUNTY

(VALID FOR 60 DAYS)
06/14/2000-08/12/2000

UTILITY NAME

MANAGER

MARION COUNTY

A. P. UTILITIES, INC. (WU592) 3925 S.E. 45TH COURT, SUITE E OCALA, FL 34480-7431	PHILIP D. WOODS (352) 694-7474
BFF CORP. (SU595) P. O. BOX 5220 OCALA, FL 34478-5220	CHARLES DE MENZES (352) 622-4949
C.F.A.T. H2O, INC. (WS719) P. O. BOX 5220 OCALA, FL 34478-5220	CHARLES DE MENZES (352) 622-4949
COUNTYWIDE UTILITY COMPANY (WU008) P. O. BOX 1476 OCALA, FL 34478-1476	DIRK J. LEeward (352) 245-7007
DECCA UTILITIES, A DIVISION OF DECCA (WS465) 11637 S.W. 90TH TERRACE OCALA, FL 34481-3568	JAMES A. BELL (352) 854-6210
EAGLE SPRINGS UTILITIES, INC. (WU470) P. O. BOX 1975 SILVER SPRINGS, FL 34489-1975	LEONARD (LEN) B. TABOR (352) 351-8800
EAST MARION SANITARY SYSTEMS, INC. (SU635) P. O. BOX 245 SILVER SPRINGS, FL 34489-0245	HERBERT HEIN (352) 351-1338
EAST MARION SANITARY SYSTEMS, INC. (WU636) P. O. BOX 245 SILVER SPRINGS, FL 34489-0245	HERBERT HEIN (352) 351-1338
FLORIDA WATER SERVICES CORPORATION (WS487) P. O. BOX 609620 ORLANDO, FL 32860-9520	MATTHEW FEIL (407) 598-4260
LINADALE WATER COMPANY (WU148) 24901 S.E. COUNTY HIGHWAY 42 UMATILLA, FL 32784-9144	FANNIE J. SHIELDS (352) 669-3589
LITTLE SUMTER UTILITY COMPANY (WS762) 1100 MAIN STREET LADY LAKE, FL 32159-7719	H. GARY MORSE

LIST OF WATER AND WASTEWATER UTILITIES IN MARION COUNTY

(VALID FOR 60 DAYS)
06/14/2000-08/12/2000

UTILITY NAME

MANAGER

MARION COUNTY (continued)

LOCH HARBOUR UTILITIES, INC. (WS151)
P. O. BOX 2100
OCALA, FL 34478-2100

JOSEPH C. MCCOUN
(352) 732-2100

MARION UTILITIES, INC. (WS160)
710 N.E. 30TH AVENUE
OCALA, FL 34470-6460

TIM E. THOMPSON
(352) 622-1171

OCALA OAKS UTILITIES, INC. (WU174)
1343 N.E. 17TH ROAD
OCALA, FL 34470-4600

EDWARD WICKHAM
(352) 369-4881

OCALA SPRINGS UTILITIES INC. (WS808)
4837 SWIFT ROAD, SUITE 100
SARASOTA, FL 34231-5157

GERALD S. ALLEN
(941) 925-3088

PALM CAY UTILITIES, INC. (WU803)
10641 S.W. 80TH AVENUE
OCALA, FL 34481-9146

JON M. KURTZ
(352) 854-0408

PINE RUN UTILITIES, INC. (WU337)
11637 S.W. 90TH TERRACE
OCALA, FL 34481-3563

JAMES A. BELL
(352) 854-6210

QUAIL MEADOW UTILITIES, INC. (WU532)
5850 S.W. STATE ROAD 200
OCALA, FL 34474

MES T. AHERRO
(352) 237-0935

RAINBOW SPRINGS UTILITIES, L.C. (WS199)
P. O. BOX 1850
DUNNELLON, FL 34430-1850

LOWELL D. SMALLRIDGE
(352) 489-5264

RESIDENTIAL WATER SYSTEMS, INC. (WU370)
P. O. BOX 5220
OCALA, FL 34478-5220

CHARLES DEMENZES
(352) 622-4949

S & L UTILITIES, INC. (SU327)
P. O. BOX 4186
OCALA, FL 34478-4186

CHARLES FLETCHER, JR.
(352) 624-1767 622-7236

SILVER CITY UTILITIES (WU362)
355 PRINCES STREET
KINCARDINE, ONTARIO
CANADA N2Z 2-7,

DAVID SMALL
(519) 396-2658

LIST OF WATER AND WASTEWATER UTILITIES IN MARION COUNTY

(VALID FOR 60 DAYS)
06/14/2000-08/12/2000

UTILITY NAME

MANAGER

MARION COUNTY (continued)

SPRUCE CREEK SOUTH UTILITIES, INC. (SU653) 8501 S.E. 140TH LANE ROAD SUMMERFIELD, FL 34491	JAY A. THOMPSON (352) 347-0038
SPRUCE CREEK SOUTH UTILITIES, INC. (WU591) 8501 S.E. 140TH LANE ROAD SUMMERFIELD, FL 34491	JAY A. THOMPSON (352) 347-0038
STEEPLECHASE UTILITY COMPANY, INC. (WSS98) % STONECREST 11053 S.E. 174TH LOOP SUMMERFIELD, FL 34491-8619	L. HALL ROBERTSON, JR. (352) 307-1033
SUN COMMUNITIES OPERATING LIMITED PARTNERSHIP (WS746) ATTN: SADDLE OAK CLUB 31700 MIDDLEBELT ROAD, SUITE 145 FARMINGTON HILLS, MI 48334-2321	JAN CHARRON (904) 775-0990
SUNSHINE UTILITIES OF CENTRAL FLORIDA, INC. (WU239) 10230 S.E. HIGHWAY 25 BELLEVIEW, FL 34420-5531	JAMES H. HOOGES (352) 347-8228
TRADEWINDS UTILITIES, INC. (WS350) P. O. BOX 5220 OCALA, FL 34478-5220	CHARLES DE MENZES (352) 622-4949
UTILITIES, INC. OF FLORIDA (SU661) 200 WEATHERSFIELD AVENUE ALTAMONTE SPRINGS, FL 32714-4099	DONALD RASMUSSEN (407) 869-1919
UTILITIES, INC. OF FLORIDA (WU443) 200 WEATHERSFIELD AVENUE ALTAMONTE SPRINGS, FL 32714-4099	DONALD RASMUSSEN (407) 869-1919
VENTURE ASSOCIATES UTILITIES CORP. (WU512) 2661 N.W. 60TH AVENUE OCALA, FL 34482-3933	ARTHUR F. TAIT (352) 732-8662
WINDSTREAM UTILITIES COMPANY (WU385) P. O. BOX 4201 OCALA, FL 34478-4201	SHARON (SHARI) DLOUHY (352) 620-8290

LIST OF WATER AND WASTEWATER UTILITIES IN MARION COUNTY

(VALID FOR 60 DAYS)
06/14/2000-08/12/2000

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

CLERK, BOARD OF COUNTY COMMISSIONERS, MARION COUNTY
P. O. BOX 1030
OCALA, FL 32678-1030

DEP CENTRAL DISTRICT
3319 MAGUIRE BLVD., SUITE 232
ORLANDO, FL 32803-3767

DEP SOUTHWEST DISTRICT
3804 COCONUT PALM DRIVE
TAMPA, FL 33618-8318

MAYOR, CITY OF BELLEVIEW
5343 S.E. ABSHIER BLVD.
BELLEVIEW, FL 34420-3904

MAYOR, CITY OF DUNNELLON
20750 RIVER DRIVE
DUNNELLON, FL 34431-6744

MAYOR, CITY OF OCALA
P. O. BOX 1270
OCALA, FL 32678-1270

MAYOR, TOWN OF REDDICK
P. O. BOX 203
REDDICK, FL 32686-0203

ROBERT TITTERINGTON, MARION COUNTY
601 S.E. 25TH AVENUE
OCALA, FL 34471

S.W. FLORIDA WATER MANAGEMENT DISTRICT
2379 BROAD STREET
BROOKSVILLE, FL 34609-6899

LIST OF WATER AND WASTEWATER UTILITIES IN MARION COUNTY

(VALID FOR 60 DAYS)
06/14/2000-08/12/2000

UTILITY NAME

MANAGER

ST. JOHNS RIVER WTR MANAGEMENT DISTRICT
P.O. BOX 1429
PALATKA, FL 32178-1429

TOWN CLERK/MANAGER, TOWN OF MCINTOSH
P. O. BOX 165
MCINTOSH, FL 32664-0165

WITHLACOOCHEE REG PLANNING COUNCIL
1241 S.W. 10TH STREET
OCALA, FL 34474-2798

STATE OFFICIALS

STATE OF FLORIDA PUBLIC COUNSEL
C/O THE HOUSE OF REPRESENTATIVES
THE CAPITOL
TALLAHASSEE, FL 32399-1300

DIVISION OF RECORDS AND REPORTING
FLORIDA PUBLIC SERVICE COMMISSION
2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FL 32399-0850

LIST OF WATER AND WASTEWATER UTILITIES IN SUMTER COUNTY

(VALID FOR 60 DAYS)
06/14/2000-08/12/2000

UTILITY NAME

MANAGER

SUMTER COUNTY

CONTINENTAL UTILITY, INC. (WS606)
50 CONTINENTAL BLVD.
WILDWOOD, FL 34785-8147

BOB HUNT
(352) 748-0100

CRYSTAL RIVER UTILITIES, INC. (WS768)
% AQUASOURCE UTILITY, INC.
200 CORPORATE CENTER DRIVE, SUITE 300
CORAPOLIS, PA 15108-3186

RICK HERSKOVITZ
(412) 393-3000

LHTW PROPERTIES, INC. D/B/A WILDWOOD ESTATES (WS784)
5604 HERITAGE BLVD.
WILDWOOD, FL 34785-8132

DON CHOQUER
(604) 689-4440

LITTLE SUMTER UTILITY COMPANY (WS762)
1100 MAIN STREET
LADY LAKE, FL 32159-7719

H. GARY MORSE

MAGNOLIA MANOR WATER WORKS (WU547)
% AQUASOURCE UTILITY, INC.
200 CORPORATE CENTER DRIVE, SUITE 300
CORAPOLIS, PA 15108-3186

RICK HERSKOVITZ
(412) 393-3662

SPRUCE CREEK SOUTH UTILITIES, INC. (SU653)
8501 S.E. 140TH LANE ROAD
SUMMERFIELD, FL 34491

JAY A. THOMPSON
(352) 347-0038

SPRUCE CREEK SOUTH UTILITIES, INC. (WU591)
8501 S.E. 140TH LANE ROAD
SUMMERFIELD, FL 34491

JAY A. THOMPSON
(352) 347-0038

LIST OF WATER AND WASTEWATER UTILITIES IN SUMTER COUNTY

(VALID FOR 60 DAYS)
06/14/2000-08/12/2000

UTILITY NAME

MANAGER

GOVERNMENTAL AGENCIES

CLERK, BOARD OF COUNTY COMMISSIONERS, SUMTER COUNTY
SUMTER COUNTY COURTHOUSE
209 NORTH FLORIDA STREET
BUSHNELL, FL 33513-6127

DEP SOUTHWEST DISTRICT
3804 COCONUT PALM DRIVE
TAMPA, FL 33618-8318

MAYOR, CITY OF BUSHNELL
P. O. BOX 115
BUSHNELL, FL 33513-0115

MAYOR, CITY OF CENTER HILL
P. O. BOX 649
CENTER HILL, FL 33514-0649

MAYOR, CITY OF COLEMAN
WEST CENTRAL AVENUE
P. O. BOX 456
COLEMAN, FL 33521-0456

MAYOR, CITY OF WEBSTER
P. O. BOX 28
WEBSTER, FL 33597-0028

MAYOR, CITY OF WILDWOOD
100 NORTH MAIN STREET
WILDWOOD, FL 34785-4047

S.W. FLORIDA WATER MANAGEMENT DISTRICT
2379 BROAD STREET
BROOKSVILLE, FL 34609-6899

LIST OF WATER AND WASTEWATER UTILITIES IN SUMTER COUNTY

(VALID FOR 60 DAYS)
06/14/2000-08/12/2000

UTILITY NAME

MANAGER

WITHLACOOCHEE PLANNING COUNCIL
1241 S.W. 10TH STREET
OCALA, FL 34474-2798

STATE OFFICIALS

STATE OF FLORIDA PUBLIC COUNSEL
C/O THE HOUSE OF REPRESENTATIVES
THE CAPITOL
TALLAHASSEE, FL 32399-1300

DIVISION OF RECORDS AND REPORTING
FLORIDA PUBLIC SERVICE COMMISSION
2540 SHUMARD OAK BOULEVARD
TALLAHASSEE, FL 32399-0850

Ronald M. Szweg
336 Lincoln Avenue
Lyndhurst, NJ 07071

Frank Weiss
6527 Deer Lane
Palos Heights, IL 60463

Doris E. Whigham
11999 S.E. 92nd Terrace
Belleview, FL 34420

Mr. and Mrs. John E. Barnhardt
6311 Mayo Street
Hollywood, FL 34420

Mrs. Frances Turek
c/o Mr. Richard Turek
9044 East Highway 25
Belleview, FL 34420-5421

Services D'Administration
Vijo, Inc.
Attn: Mr. Marcel Lacaille
14050 S.W. 16th Avenue
Ocala, FL 34473

spruce\08\owners.lst

SPRUCE CREEK SOUTH UTILITIES, INC.

Affidavit of Publication and Proof of Publication

EXHIBIT H
LATE-FILED

SPRUCE CREEK SOUTH UTILITIES, INC.

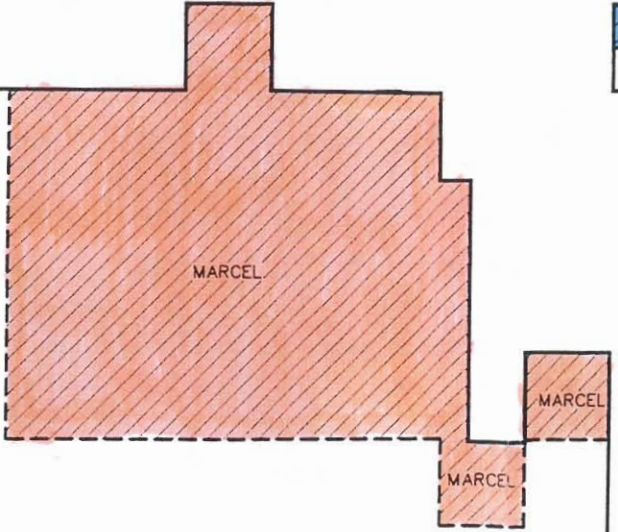
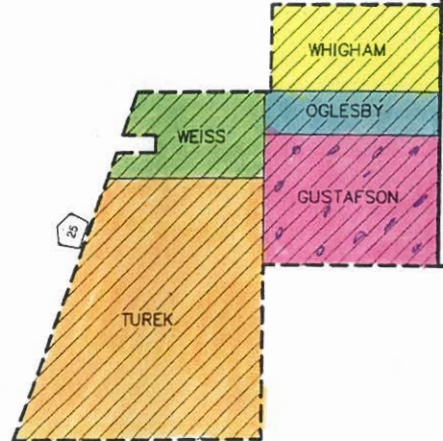
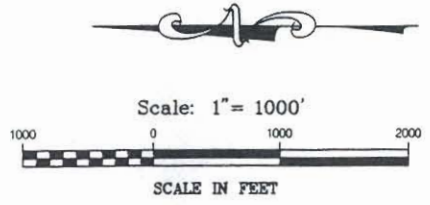
Deeds
Contracts for Sale
Limited Power of Attorney
Map Showing Location of Parcels

EXHIBIT I

S.E. 100th AVE.

Original FQD Boundary & Additional Areas Plan

MAY, 1999



LEGEND

Original F.Q.D. Boundary ———

Additional Areas



- Parcel A
- Parcel B
- Parcel C
- Parcel D
- Parcel E

- Parcel F
- Parcel G
- Parcel H
- Parcel I

To Ocala

To Leesburg

28 29

**DEL WEBB'S
Spruce Creek
Country Club**
"A Florida Quality Development"

MAP
H-2

This Warranty Deed

48
W.A.T.
20280116

Made this _____ day of _____ A.D. 19
by
CYNTHIA MURPHY a/k/a **CYNTHIA A. MURPHY**,
an unmarried widow

hereinafter called the grantor, to
DEL WEBB'S SPRUCE CREEK COMMUNITIES, INC., an
Arizona corporation

whose post office address is: 6001 N. 24th Street
Phoenix AZ 85016

Grantees' SSN:
hereinafter called the grantees:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of \$ **10.00**
and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in **MARION** County, Florida, viz:

See Schedule A attached hereto and by this reference made a part hereof.

DAVID R. ELLSPERHANN, CLERK OF COUNTY COURT
FILE: 99028061
DATE: 03/30/99 09:32
OR BOOK/PAGE: 2625/774
MARION COUNTY

Deed Doc Stamps **280.00 PAID**

03/30/99 MARION COUNTY - *J. Brennan*

Parcel Identification Number: 45509-000-02

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. **To Have and to Hold**, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 19 1999

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Carrie Monroe

CARRIE MONROE
F.D.J. Mackenzie

F.D.J. MACKENZIE

Cynthia Murphy [LS]
Name & Address: **CYNTHIA MURPHY**
PO Box 1004
Summerfield FC 34491 [LS]

Name & Address: [LS]

Name & Address: [LS]

State of Florida
County of Marion

The foregoing instrument was acknowledged before me this 25th day of March, 19 99.
by
CYNTHIA MURPHY a/k/a **CYNTHIA A. MURPHY**, an unmarried widow

who is personally known to me or who has produced **DRIVER'S LICENSE** as identification
and who did not take an oath.



Carrie Monroe

Print Name: **CARRIE MONROE**
Notary Public
My Commission Expires: _____

PREPARED BY: Kay Gundle
RECORD & RETURN TO:
First American Title Insurance Company
25400 N. U.S. Hwy 19 Suite 212
Clearwater, Florida 33763
File No: FL98-1589

Consideration: \$10.00

FILE: 99028061
OR BOOK/PAGE: 2625/775

2 of 2

Schedule A

PARCEL I:

The North 65.88 feet of the South 199.57 feet of the North 463.07 feet of the Southeast 1/4 of the Southeast 1/4 of the Southwest 1/4 of Section 10, Township 17 South, Range 23 East, MARION County, Florida.

PARCEL II:

The North 263.50 feet of the Southeast 1/4 of the Southeast 1/4 of the Southwest 1/4 of Section 10, Township 17 South, Range 23 East, MARION County, Florida.

PARCEL III:

An exclusive easement for right-of-way purposes over and across the following described real property:

The East 20 feet of the Southeast 1/4 of the Southeast 1/4 of the Southwest 1/4 of Section 10, Township 17 South, Range 23 East, EXCEPT the North 263.50 feet thereof.

CERTIFIED A TRUE COPY
DAVID R. ELLBERMANN

BY Brenan D.C

6/06/00 11:36 FAX 7277917240

FATCO COMMERCIAL

URN TO:
First American Title Ins. Co.
100 US 19 N, Suite 212
Miramar, FL 33183

Handwritten initials/signature

Instrument Prepared by: Heidi CEREFANYA
FIRST AMERICAN TITLE INS CO
3200 E CAMELBACK RD, SUITE 105
PHOENIX, ARIZONA 85018

Appraisers Parcel Identification (Folio Number(s)): 45164-001-00

(s), R.S. 8(s)

Examined Paper & Printing Co., Inc., 1997

DAVID R. ELLSPERRANK, CLERK OF CIRCUIT COURT
FILE: 2000-028312
DATE: 04/04/00 12:34
OR BOOK/PAGE: 2772/1184
MARION COUNTY

Dead Doc Stamps 254.88 PAID

04/04/00 MARION COUNTY - *Blippin*

SPACE ABOVE THE LINE FOR PROCESSING DATA

FOR RECORDING DATA

40
This Warranty Deed, Made the 21st day of March, 2000, by
OBED B. OGLESBY, a married man as his sole and separate property
hereinafter called the Grantor, to DEL WEBB'S SPRUCE CREEK COMMUNITIES, INC., an
whose post office address is Arizona corporation
hereinafter called the Grantee, 8501 S.E. 140th Lane Road, Summerfield, FL 34491

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the Grantor, for and in consideration of the sum of \$ 10.00 and other
valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises,
releases, conveys and confirms unto the Grantee all that certain land, situate in Marion
County, State of Florida, viz:

The East 1/2 of the East 1/2 of the Northwest 1/4 of the Northwest
1/4 of Section 3, Township 17 South, Range 23 East, Marion County,
Florida.

Subject to covenants, restrictions and easements of record.

Said property is not the homestead of the Grantor under the laws
and constitution of the State of Florida in that neither Grantor
or any members of the household of Grantor reside thereon.

Together, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining,
the Grantee shall hold, the same in fee simple forever.

And the Grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple;
that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said
land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all
encumbrances, except taxes accruing subsequent to December 31, 1999, 2000.

In Witness Whereof, the said Grantor has signed and sealed these presents the day and year first above
written.

Signed, sealed and delivered in the presence of:

Jeanne B. Blippin
Witness Signature (as to First Grantor)

Jeanne B. Blippin
Printed Name

Kim Stewart
Witness Signature (as to First Grantor)

Kim Stewart
Printed Name

Witness Signature (as to Co-Grantor, if any)

Printed Name

Witness Signature (as to Co-Grantor, if any)

Printed Name

Obed B. Oglesby
Grantor Signature

Obed B. Oglesby
Printed Name

Post Office Address

Co-Grantor Signature, if any

Printed Name

Post Office Address

STATE OF Florida

I hereby Certify that on this day, before me, an officer duly authorized

Obed B. Oglesby

known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, and an oath was not taken. (Check one) Said person(s) is/are personally known to me. Said person(s) provided the following type of identification: _____

NOTARY RUBBER STAMP SEAL



Witness my hand and official seal in the County and State last aforesaid this 25th day of March A.D. 2000

Jeanne B Pippin
Notary Signature
Jeanne B Pippin
Printed Notary Signature

of
12
82

This Warranty Deed

Made this 2nd. day of December A.D. 19 99
by Jerri Gustafson Muller, who acquired title as Jerri Gustafson and Jerri L. Gustafson, joined by her spouse Augustine J. Muller

hereinafter called the grantor, to

Del Webb's Spruce Creek Communities, Inc. , an Arizona corporation
whose post office address is: 8501 S.E. 140th. Street
Summerfield, FL 34491

Grantees' SSN:
hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

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

*** SEE ATTACHED SCHEDULE A LEGAL DESCRIPTION ***

Subject to covenants, restrictions and easements of record. Subject also to taxes for 1998 and subsequent years.

Parcel Identification Number:

45147-000-00 ; 45157-001-00 ; 45164-000-00

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 19

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Angie High
Name: _____
Witness: Angie High

Jerri Gustafson Muller [LS]
Name & Address: Jerri Gustafson Muller

M. Newbold
Name: _____
Witness: M. Newbold

Augustine J. Muller [LS]
Name & Address: Augustine J. Muller

Name: _____

Name & Address: _____ [LS]

Name: _____

Name & Address: _____ [LS]

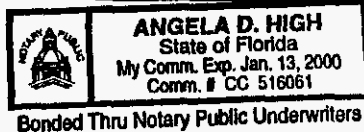
State of Florida
County of Marion

The foregoing instrument was acknowledged before me this 13 day of December, 19 99, by Jerri Gustafson Muller and Augustine J. Muller, Husband and Wife.

who is personally known to me or who has produced driver's license as identification and who _____ take an oath.

PREPARED BY:
RECORD & RETURN TO:
Del Webb
8501 S.E. 140th Street
Summerfield, FL 34491

Angela D. High
Print Name: _____
Notary Public
My Commission Expires: _____



HATL
R-16.50
S2537.00
C 3.00
no incl

DEED DOC STAMPS 2536.10 PAID
12/15/99 MARION COUNTY - Chapman

DAVID K. ELLSPERMAN, CLERK OF CIRCUIT COURT
FILE: 1999-11416S
DATE: 12/15/99 10:15
OR BOOK/PAGE: 2731/674
MARION COUNTY

Schedule A

PARCEL I:

The Northwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 3, Township 17 South, Range 23 East, Marion County, Florida.

PARCEL II:

The Southwest 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 3, Township 17 South, Range 23 East, Marion County, Florida.

PARCEL III:

The West 1/2 of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 3, Township 17 South, Range 23 East, Marion County, Florida.

PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS

THIS PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS ("Agreement") is made this 22nd day of October, 1998, between Del Webb's Spruce Creek Communities, Inc., an Arizona corporation ("Buyer"), and Leo Weiss, Frank Weiss and Richard Weiss, joint tenants with right of survivorship ("Seller"). The parties hereby agree that Seller shall sell and Buyer shall buy the real property described in Exhibit A attached hereto and incorporated herein by reference (the "Property") upon the following terms and conditions.

1. PURCHASE PRICE: Buyer and Seller acknowledge that the purchase price of the Property of \$90,400.00 ("Purchase Price") has been based on the purchase of sixteen (16) acres at a price of \$5,650.00 per acre. If the number of acres as determined by a survey is less than or larger than the sixteen (16) indicated, the Purchase Price shall be so adjusted at the above stipulated rate.

The Purchase Price shall be paid in the following manner:

- A. \$9,400.00 as earnest money to be deposited with an escrow agent to be selected by Buyer ("Escrow Agent") on the signing of this Agreement.
- B. The balance of the Purchase Price to be paid to Seller at Close of Escrow (as such term is hereinafter defined).

All funds deposited by Buyer pursuant hereto shall be invested by Escrow Agent in such investments as may be directed from time to time by Buyer. All earnings on such invested funds shall belong to the party receiving said funds pursuant to the terms hereof (provided that if the purchase of the Property is consummated, Buyer shall receive a credit toward the Purchase Price, and a corresponding credit toward the cash payable by Buyer at closing, in the amount of the accrued interest) and shall be paid at such time as said party receives said funds. All references to earnest money in this Agreement shall be deemed to include earnings thereon.

2. BROKER: Buyer shall pay MacKenzie Realty ("Broker") a brokerage fee equal to five percent (5%) of the Purchase Price only upon consummation of this transaction. Buyer and Seller acknowledge that there is no other brokerage commission involved in this transaction. Buyer and Seller each indemnify and agree to defend and hold harmless the other from and against any and all damages, losses, costs, expenses (including but not limited to court costs and reasonable attorneys' fees), and liability arising from any claim, demand, or suit by any other broker or finder, for commissions or finder's fees or for any similar charge because of any act of such indemnifying party or its representatives. Buyer's and Seller's obligations under this Paragraph shall, notwithstanding anything in this Agreement to the contrary, survive the Close of Escrow or the termination of this Agreement. Seller shall not be responsible for any acts or demands of the Broker.

3. TITLE REPORT - OWNERS TITLE POLICY: The Escrow Agent shall, as soon as is reasonably possible after the opening of escrow, provide a preliminary title report (and all Schedule B items referenced therein) issued by the Escrow Agent's title insurer reflecting Seller's title, the requirements for closing escrow and issuing an ALTA Extended Coverage Policy of Title Insurance, and reflecting all easements, restrictions, reservations, liens or other matters of record. Said report shall provide for issuance to Buyer at closing, at Buyer's cost, an ALTA Standard Coverage Policy of Title Insurance in the full amount of the Purchase Price. Any additional premium for extended coverage and endorsements shall be paid by Buyer.

4. TITLE EXAMINATION: Buyer, at Buyer's expense, may have the Property surveyed and certified by a registered Florida surveyor. Buyer shall have thirty (30) days from the date of the receipt of the title report and survey (or ten (10) days after receipt of a title report amendment) in which to examine the same and make any objections thereto or



disapprove of any exceptions or matters shown in said survey, preliminary title report or amendment thereto. In the event the Buyer has any objections to any matter contained in said survey, preliminary title report or amendment, Buyer must file in writing with Seller and Escrow Agent objections to any such exceptions or the condition of Seller's title. The failure of Buyer to file same shall be deemed to mean approval of the survey, title report and condition of title. In the event any such objected to matter is not removed or any title defect not corrected by the time provided for closing, Buyer may either close escrow and accept the title as is, in which event such disapproval or objection is deemed waived, or Buyer may cancel and terminate the escrow and recover all earnest money paid; provided, however, in either event the Seller shall have no liability to Buyer with respect to such title defect if escrow closes or this Agreement is cancelled.

5. **RIGHT TO EXAMINE:** Buyer shall have the right to examine said property at any time after the execution of this Agreement with any persons whom it shall designate (including, without limitation, contractors and soil testing personnel) Seller shall permit access to said property to Buyer and the persons so designated by it, with the right to perform any tests upon said property that Buyer deems necessary or appropriate to determine whether said property can be utilized for the improvement to be made thereon. If in the event Buyer does not purchase the Property then any results of said examination shall remain strictly confidential in nature and not be disclosed to any third party without the written consent of the Seller.

6. **SUBSEQUENT ACTS:** The terms and provisions of this Agreement shall not merge with, be extinguished or otherwise affected by any subsequent conveyance or instrument by or between the parties hereto unless such instruments shall specifically so state and be signed by the parties hereto.

7. **NOTICE:** Any notice, demand or request which may be permitted, required or desired to be given in connection herewith shall be in writing and directed to Seller and to Buyer, deposited in U.S. mail, registered or certified, return receipt requested. Said notice shall be deemed effective upon receipt. A registered mail or certified mail receipt will be prima facie evidence of the giving of such notice on the date thereof.

BUYER: DEL WEBB'S SPRUCE CREEK COMMUNITIES, INC.
8501 S.E. 140th Lane Road
Summerfield, Florida 34491
Attn: Mr. Jay Thompson

With a copy to: DEL WEBB CORPORATION
6001 N. 24th Street
Phoenix, Arizona 85016
Attn: Brian Hegardt, Esq.

SELLER FRANK WEISS
6527 DEAR LN.
DAZOS HIS ILL 60463
Attn: _____

8. **NO PARTNERSHIP, THIRD PERSON:** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other similar arrangement between Seller and Buyer. No term or provision of this Agreement is intended to, or shall be for the benefit of any person, firm, corporation or other entity not a party hereto (including, without limitation, any broker), and no such party shall have any right or cause of action hereunder.

9. **FEASIBILITY STUDY:** On or before thirty (30) days from the opening of escrow, Buyer shall complete a study of the costs and feasibility of developing the Property for the Buyer's intended use. In the event Buyer determines in its sole discretion that it is not feasible to develop the Property, then the Buyer shall so notify Escrow Agent to terminate

FW

this Agreement, receive a refund of the earnest money deposit, and neither party shall have liability to the other

10. **ASSIGNMENT:** Buyer shall not have the right to assign its right and obligations granted under this Agreement to a third party unless consented to by Seller in Seller's reasonable discretion.

11. **SPECIAL CONDITIONS:** Buyer's obligation to close this escrow for the purchase of said property is subject to the fulfillment prior to the Close of Escrow of the following conditions:

(a) Buyer obtaining the necessary zoning and site plan approval to permit development on the subject parcel including, without limitation, FQD approval from Marion County and the State of Florida Department of Community Affairs (hereinafter collectively referred to as "FQD Approval"). Buyer shall promptly apply for the necessary zoning and site plan approval to permit the development on the Property. In the event Buyer is unable to secure such zoning and site plan approval by Close of Escrow, Buyer shall have the right to cancel this Agreement and receive a refund of all earnest money.

(b) Buyer purchasing and acquiring the real property described in Exhibit B attached hereto and incorporated by reference (the "Other Property"). In the event Buyer does not acquire the Other Property by Close of Escrow, Buyer shall have the right to cancel this Agreement and receive a refund of all earnest money. *Provided*

12. **SELLER WARRANTIES:** Seller represents, warrants and covenants to Buyer that as of the date of this Agreement:

- A. Seller has received no notice of any actions, suits, proceedings or investigations against or relating to the Property in any court or before any federal, state, county or other governmental department, agency, commission, board or bureau which are pending.
- B. To the best of Seller's knowledge, there are no dry wells or other wells or storage tanks located or drilled on the Property.
- C. Seller has not committed or knowingly permitted to occur any waste upon the Property, nor has Seller, in violation of any Environmental Law, used, generated, manufactured, produced, stored or released on, under, or about the Property or transferred to or from the Property, any hazardous substance or knowingly permitted any third party to do so. As used herein the following terms shall have the meanings specified. The term "Hazardous Substance" shall include all substances, materials and wastes that are, or that become, regulated under, or classified as hazardous or toxic under any Environmental Law; provided, however, that such term shall not, as used herein, include any chemicals or materials used in normal farming operations. The term "Environmental Law" shall mean any federal, state or local statute, ordinance, or regulation pertaining to health, industrial hygiene, or the environment, and all rules adopted and guidelines promulgated pursuant to the foregoing. The term "Release" shall mean any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping.
- D. There are no leases, rights or claims of possession or other agreements, oral or written, affecting the Property other than what is public record.
- E. There are no condemnation proceedings threatened or pending with respect to any part of the Property.

Provided THAT THE PROPERTIES STATUS HAS NOT BEEN CHANGED BY BUYERS ACTIONS IN ITS APPLICATION FOR ZONING CHANGE OK FQD APPROVAL
JAL

F.W

- F. To the best of Seller's knowledge, there is permanent and legal access to the Property.
- G. To the best of Seller's knowledge, other than as reflected in the existing zoning and stipulations thereto, there are no agreements with governmental authority or any other person, firm, corporation or other entity existing or contemplated respecting the property which would require work to be done thereon or would restrict, limit, or, in any way effect the development of the Property.
- H. Seller has the right, power, legal capacity and authority to enter into this Agreement and to sell, assign, transfer and convey the Property to Buyer. When executed, this Agreement will constitute the valid and binding obligation of Seller enforceable in accordance with its terms.
- I. Seller has not obligated itself in any manner to convey the Property or any portion thereof to any party other than Buyer.
- J. To the best of Seller's knowledge, the execution, delivery, and performance by Seller of this Agreement is not precluded by, and will not violate any law, statute, rule, or regulation, or any judgment, order, decree, writ, or injunction of any court, governmental department, commission, board, bureau, agency, or instrumentality, and will not result in the breach of or default under any agreement, mortgage, contract, undertaking, or other instrument or document to which Seller is a party or by which Seller is bound or to which Seller or any portion of the Property is subject.

The representations and warranties of Seller contained in this section and elsewhere in this Agreement are and will be true and correct as of the closing date, and shall survive the closing. In the event Seller or Buyer discovers that any representation or warranty is not true and accurate as of the closing, then each shall notify the other and Buyer shall have the right to cancel this Agreement by giving notice in writing to Seller and Escrow Agent, in which event any documents and sums deposited by Buyer with Escrow Agent, together with any interest on the earnest money, shall be immediately returned to Buyer and thereafter neither party shall have any further obligation to the other under this Agreement. If, after the closing, Buyer discovers that any representation or warranty was not true and accurate as of the closing, then in addition to any right or remedy provided hereunder, Buyer shall be entitled to pursue any actions at law or in equity to which Buyer is entitled provided Buyer has been materially harmed by such an event. Notwithstanding the foregoing, Seller shall not voluntarily commit any act which would cause any of its warranties to become untrue between the date hereof and the closing. At the closing, Seller shall furnish to Buyer, Seller's executed certificate verifying the truth and accuracy of all of the representations and warranties of Seller as of the closing date.

13. CLOSE OF ESCROW: The time for the closing of this escrow is the earlier of (i) ten (10) days from the fulfillment of all the conditions of Paragraph 11, or (ii) twenty-four (24) months from the date of this Agreement (the "Close of Escrow"). In the event that the closing does not occur by the Close of Escrow, either party may elect to terminate this Agreement whereby this Agreement shall be null and void

Buyer and Seller may mutually agree to close sooner.

14. CONVEYANCE OF TITLE: Seller agrees to convey to Buyer, good, marketable and indefeasible title to the Property by General Warranty Deed, subject only to those matters approved or deemed approved by Buyer in said preliminary title report. The acceptance of said title report by the Buyer at closing along with the conveyance of property to Buyer shall fulfill all of Seller's obligations under this Agreement to Buyer.

15. **POSSESSION:** Seller agrees to deliver and convey possession of the Property to Buyer at the time of the close of escrow.

16. **ENCUMBRANCE:** Seller agrees that all funds paid by Buyer through this Agreement will be distributed first to retire the underlying indebtedness of Seller that clouds title to the Property prior to any funds being paid to Seller. Seller warrants that the funds due under this Agreement are sufficient to retire Seller's underlying obligations.

17. **NON-PERFORMANCE:** If Buyer fails to close for reasons which constitute a default on the part of the Buyer, Seller shall cause to be forfeited all earnest monies theretofore deposited by Buyer, to be retained by Seller as liquidated damages as Seller's only remedy, and upon actual receipt by Seller from the title company of said earnest monies and this Agreement and the escrow executed pursuant thereto shall cease and come to an end and neither party shall have any claim or cause of action against the other.

18. **SPECIFIC PERFORMANCE:** In the event of a default hereunder by Seller, Buyer may elect to seek specific performance to convey the Property, or demand payment of damages not to exceed \$7,200.00.

19. **DATE OF PERFORMANCE:** If the date of performance of any obligation or the last day of any time period provided for herein should fall on a Saturday, Sunday, or legal holiday, then said obligation shall be due and owing, and said time period shall expire on the first day thereafter, which is not a Saturday, Sunday, or legal holiday. Except as may otherwise be set forth herein, any performance provided for herein shall be timely made if completed no later than 5:00 pm (Eastern Standard Time) on the day of performance. The funds required from Buyer and all acts required of Buyer in order to close escrow pursuant hereto shall be deposited with Escrow Agent and be performed no later than 5:00 pm, Eastern Standard Time, on the closing date and shall be available for immediate distribution to Seller at closing.

20. **FURTHER DOCUMENTS:** Buyer and Seller shall execute and deliver all such documents and perform all such acts as reasonably requested by the other party from time to time, prior to and following the closing, to carry out the matters contemplated by this Agreement.

21. **TERMINATION:** This Agreement shall be deemed null and void if not signed and deposited with Escrow Agent on or before November 28, 1998.

22. (INTENTIONALLY DELETED.)

23. **CONDEMNATION:** In the event of the condemnation (or sale in lieu thereof) prior to the Close of Escrow of any portion of the property, Buyer shall have the option to either:

- A. Cancel this Agreement by giving written notice thereof to Seller and Escrow Agent within ten (10) days of receipt of Seller's notice of its receipt of an offer or award from the condemning authority, or the Close of Escrow, whichever is earlier; or
- B. Buyer may proceed with the closing and pay the total sales price provided herein, in which event Buyer shall receive all awards or payments made for the property by the condemning authority. In the event Buyer cancels the escrow as permitted by this Paragraph, the earnest money deposit shall be returned to Buyer

24. **POWER OF ATTORNEY:** Seller shall provide Buyer with a limited power of attorney authorizing Buyer to execute all documents required of the property owner to obtain FQD Approval for the Property and to otherwise obtain all other permits and approvals necessary for the development of the Property. In the event a power of attorney is not acceptable as

a substitute for Seller's signature. Seller agrees to execute any such documents. However, in the event Buyer does not purchase the Property, Buyer shall cause any zoning change to be withdrawn and cause the status of the Property to be returned to its current status. Buyer shall be responsible for all costs and expenses associated with said power of attorney and FQD documents; provided, however, Buyer shall not be responsible for costs and expenses associated with Seller's review of said documents (and Seller's attorneys' fees associated therewith). Buyer shall hold harmless the Seller for any claims relating to the usage of said power of attorney or FQD approval. This Paragraph shall survive the close of escrow or the termination of this Agreement

25. DISCLOSURES:

A. Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding Radon or Radon testing may be obtained from your County Public Health unit.

B. Buyer may have determined the energy efficiency rating of the residential building, if any is located on the Property.

C. If the Property includes pre-1978 residential housing, then a residential lead-based hazard disclosure is attached hereto as Exhibit C.

D. An easement granted through court litigation was granted to the property owner directly in the rear of the Property over a strip of land leading to Woodberry Forest subdivision and Buyer shall take subject to it upon closing.

26. EXPENSES; PRORATIONS: Documentary stamps on the deed and recording of corrective instruments shall be paid by Buyer. Other closing fees shall be paid by Buyer. Taxes, assessments, rent and other expenses of the Property shall be prorated through the day before closing. Buyer shall pay for all title charges of any nature. All other prorations and expenses shall be allocated as is customary in Marion County, Florida.

27. MISCELLANEOUS PROVISIONS:

A. This is the entire agreement between the parties with respect to this transaction

B. There are no oral promises, conditions, representations, understandings, interpretations, or terms of any kind as conditions or inducements to the execution hereof or in effect between the parties.

C. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

D. This Agreement shall be interpreted in accordance with the laws of the State of Florida

E. Time is of the essence with respect to the performance of all terms, conditions and provisions of this Agreement.

F. Buyer and Seller shall each sign and deliver such other documents as may reasonably be required to effectuate this transaction.

G. This Agreement may not be amended or modified except by the party to be charged therewith.

H. In the event any provision hereof or any portion of any provision hereof shall be deemed to be invalid, illegal or unenforceable, such invalidity, illegality or

EXHIBIT "A"
LEGAL DESCRIPTION

The following described land in Marion County, Florida:

The East 1/2 of the Southwest 1/4 of the Southwest 1/4, lying Southerly of the Southerly right of way of Alt. U.S. 21, LESS the following described tract to wit:
Commence at the Northwest corner of Lot 1, Block E of WOODBERRY FOREST, as recorded in Plat Book W, Page 62 of the Public Records of Marion County, Florida, said point being on the Southerly right of way line of S.E. County Highway C-25 (100 feet wide); thence N. 70 degrees 50' 18" W., along said right of way line 351.39 feet to the Point of Beginning; thence departing said right of way line S. 00 degrees 01' 36" W., 240 feet; thence N. 89 degrees 58' 24" W., 135 feet; thence N. 54 degrees 35' 39" E., 40.74 feet; thence Northeasterly along said curve an arc distance of 47.62 feet to the Point of Tangency, said point being on the aforesaid South right of way line; thence S. 70 degrees 50' 18" E. along said right of way line, 107.76 feet to the Point of Beginning.

EXHIBIT "B"
OTHER PROPERTY

The following described property in Marion County, Florida:

The East 1/4 of the NW 1/4 of the NW 1/4 of Section 3, Township 17 South, Range 23 East.

LIMITED DURABLE POWER OF ATTORNEY

WE, FRANK WEISS, LEO WEISS, AND RICHARD WEISS, hereby appoint Del Webb's Spruce Creek Communities, Inc., an Arizona corporation, as our attorney-in-fact to execute on our behalf any applications required by our attorney-in-fact to effect its intended development of the real property attached hereto as Exhibit A including, but not limited to, change of zoning, amendments to Marion County's Comprehensive Land Use Plan, preliminary plats, Development of Regional Impact or Florida quality Development applications and applications to abrogate road reservations along Section and Half Section lines

This Limited Durable Power of Attorney shall not be affected by disability of the principals except as provided by Statute.

IN WITNESS WHEREOF, this Power of Attorney has been executed this 27TH day of APRIL 27TH, 1999.

Sherry Yore
Witness #1

Sherry Yore
Printed Name

Kelli Cody
Witness #2

Kelli Cody
Printed Name

Frank Weiss
FRANK WEISS

Leo Weiss
LEO WEISS

Richard Weiss
RICHARD WEISS

LARGE SCALE COMPREHENSIVE PLAN MAP AMENDMENT APPLICATION PACKET

**FORM "A"
CERTIFIED LEGAL DESCRIPTION**

An application for multiple parcels and/or multiple uses may require filing more than one certified legal description. Xeroxed copies of this form are acceptable for additional parcel descriptions. Complete one of these forms for each parcel, or portion of a parcel, proposed for amendment. A single legal description may be provided if all parcels are contiguous. If the requested change will result in more than one (1) land use designation on the parcel(s), provide a separate certified legal description for each resulting land use area.

Type, in the space provided below, the legal description which describes the parcel or portion of the parcel submitted for amendment and identified by parcel # 39385 - 009 - 00, containing 16.36 acres, more or less. Legal descriptions exceeding the space provided may be submitted on a separate sheet attached to this form. The space must note that the legal description is attached as a separate sheet, and the separate sheet must bear the signature and seal of the registered/licensed professional executing the certification below.

See attached Exhibit "A".

This form must be signed and stamped/sealed by a State of Florida Professional Registered/Licensed Surveyor.

- I hereby certify that the above legal description is correct as to form, and accurately describes the parcel, as identified above.
- I hereby certify that the above legal description is correct as to form, and accurately describes the portion of parcel as identified above.

Name: William S. Barley, P.S.M.
(Print)

Date: April 26, 1999

Surveyor Florida Registration/License Number: 3815

Signature: William S. Barley

EXHIBIT "A"
LEGAL DESCRIPTION.

The following described land in Marion County, Florida:

The East 1/2 of the Southwest 1/4 of the Southwest 1/4, lying Southerly of the Southerly right of way of Alt. U.S. 21, LESS the following described tract to wit: Commence at the Northwest corner of Lot 1, Block E of WOODBERRY FOREST, as recorded in Plat Book W, Page 62 of the Public Records of Marion County, Florida, said point being on the Southerly right of way line of S.E. County Highway C-25 (100 feet wide); thence N. 70 degrees 50' 18" W., along said right of way line 351.39 feet to the Point of Beginning; thence departing said right of way line S. 00 degrees 01' 36" W., 240 feet; thence N. 89 degrees 58' 24" W., 135 feet; thence N. 54 degrees 35' 39" E., 40.74 feet; thence Northeasterly along said curve an arc distance of 47.52 feet to the Point of Tangency, said point being on the aforesaid South right of way line; thence S. 70 degrees 50' 18" E. along said right of way line, 107.76 feet to the Point of Beginning.

William S. Barley, P.S.M. No. 3815

NOTICE OF YOUR RIGHT TO EARN INTEREST

IA REVISED STATUTES SECTION 6-834 states the following:

more than three (3) business days after receipt of any escrow monies, the Escrow Agent shall provide to each depositing Seller, adequate notice of his right to earn interest on all deposited funds.

Interest rates on an interest bearing account will vary from Institution to Institution and on different types of accounts such as a passbook, money market or time deposit account. In addition, the amount of deposit and the amount of time the account will be open will affect the type of account that may be opened and the interest rate available.

Example: A regular savings deposit of \$1,000.00 at an average interest rate of 2.5% for a thirty day period.

<u>Deposit</u>	x	<u>rate</u>	-	<u>annual</u>	x	<u>days</u>	=	<u>Interest Earned</u>
\$1,000.00	x	.025	-	365	x	30	=	\$2.06

First American Title's additional escrow fee for the establishment of an interest bearing account will be \$25.00 for each account, regardless of the dollar amount involved.

I acknowledge receipt of this notice and:

- A: _____ Waive my right to earn interest on deposited funds.
- B: X Authorize the establishment of an interest bearing account and the payment of the additional fee of \$25.00 to First American Title.

If you have checked (B), please complete and sign the authorization below.

AUTHORIZATION TO INVEST FUNDS

To: First American Title Insurance Company
Escrow Agent is authorized and instructed to invest \$ 50,000.00 deposited herewith, in the name of First American Title Insurance Company, as Trustee for Del Webb's Spruce Creek Communities
Escrow No. 259-968-1160472, in a (indicate type of account--Savings/Market) _____ at:

Bank Name: Norwest Bank

(Unless otherwise indicated, First American Title will deposit in Financial Institution of their choice.)

Bank Address: _____

If this investment exceeds \$100,000.00 the parties may instruct First American Title to make separate investments in order to qualify for FDIC Insurance.

The Investment will be made when First American Title is in a position to deposit the funds.

Upon redemption, the principal shall be redeposited into the escrow account of Buyer and any interest earned thereon shall be credited to the account of Buyer.

Said invested funds may be withdrawn by Escrow Agent and deposited into escrow at the close of escrow or at any time, in the sole discretion of Escrow Agent, that circumstances may dictate.

The undersigned hereby agree to indemnify and save harmless First American Title of and from all liability resulting from said investment, as well as any delay in conversion or re-investment.

The only record of interest earnings that the undersigned will receive from Escrow Agent, on the account, shall be reflected on the closing Settlement Statement of Escrow Agent.

Del Webb's Spruce Creek Communities, Inc.

[Signature]
Date: 11/16/98

Escrow No. 259-968-1160472

TAX COMPLIANCE STATEMENT

First American Title as Agent for Escrow #259-968-1160472.

TO BENEFIT: Del Webb's Spruce Creek Communities DATE: 11-16-98

EMPLOYER/TAX I.D. 86-0843862

Federal Tax Regulations under the Interest and Dividend Tax Compliance Act require the following:

Check this box if you are a payee that is exempt from backup withholding and information reporting (i.e. a corporation or an organization exempt from tax under Internal Revenue Code Section 501(a). NOTE: A taxpayer identification number must still be provided to the bank.

Certification. - Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct Taxpayer Identification Number, and
- (2) I am not subject to backup withholding either because I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or

Certification Instructions. - You must cross out item (2) above if you have been notified by IRS that you are subject to backup withholding because of underreporting interest or dividends on your tax return. However, if after notified by IRS that you were subject to backup withholding you received another notification from IRS that you are no longer subject to backup withholding, do not cross out item (2).

Del Webb's Spruce Creek Communities

SIGNATURE [Signature] DATE 11/16/98

SELLER AND BUYER:

1. Will deposit with Escrow Agent all documents necessary to complete the sale as established by the ten Escrow Agent to deliver or record said documents as required herein.
2. Any amendments or addendums to these escrow instructions shall be in writing, executed by the Seller be bound by any unilateral instructions.
3. Authorize Escrow Agent to act upon any statement furnished by a lien holder or his agent, without that of such statement.
4. There shall be no responsibility upon the part of the Escrow Agent to see that the fire insurance provided or otherwise kept in force, either during the interim and/or subsequent to the close of escrow.
5. Authorize Escrow Agent to complete necessary fire insurance endorsement requests and deliver any
6. Authorize Escrow Agent to pay from available funds held by it for said purpose amounts necessary to and obligations necessary to consummate this transaction.
7. Direct that all money payable be paid to Escrow Agent unless otherwise specified. Direct that the disbursement check of Escrow Agent.
8. Direct that when these instructions and all title requirements have been complied with, Escrow Agent shall deliver by recording in the appropriate public office all necessary documents, disburse all funds and issue the title insurance policy.
9. Shall indemnify and save harmless Escrow Agent against all costs, damages, attorney's fees, expenses and liabilities, which it may incur or sustain in connection with these instructions, any interpleader action, or any servicing account arising herefrom and will pay the same on demand.



To: JAY THOMPSON
SPRUCE CREEK ADDITION

From: BRIAN HEGARDT
8/27/98
Return
RE: 8501 S.E. 140th AVE RD.
Keep or Toss

SELLER AND BUYER AGREE:

- ~~10. Grant to Escrow Agent a lien upon the property herein described and authority to reimburse and offset itself for its charges and for all damages or expenses which it may incur or sustain in connection herewith, from all of the rights, title and interest of Seller and Buyer in all of the documents and money specified hereunder.~~
11. Escrow Agent or Account Servicing Agent has the right to resign upon written ten day notice; if such right is exercised, all funds and documents shall be returned to the party who deposited them.
- ~~12. If either party, after having fully complied, elects to cancel these instructions because of the failure of the other party to comply with any of the terms within the time limits provided herein, the party electing to cancel shall deliver to Escrow Agent a written notice demanding that the other party comply within thirteen (13) days after date of receipt of notice by Escrow Agent or that these instructions shall be cancelled. If other party fails to comply, these instructions shall be cancelled; Escrow Agent shall:
(a) First: Pay to the party electing to cancel any earnest money deposited, and pay other money to the party who made the deposit.
(b) Second: Return all documents deposited to the party who delivered them, except documents executed by both Seller and Buyer, which shall be retained in the files of Escrow Agent.~~
13. If under these instructions a commission is to be paid to a licensed Real Estate Broker, regardless of the provisions of paragraph (a) above, upon the cancellation of these instructions by notice the Real Estate Broker shall receive one-half of the earnest money, not to exceed the total amount of commission. Further, the party obligated to pay the commission shall not acquiesce in any mutual cancellation without written approval of the Real Estate Broker.
14. Escrow Agent shall not accept payments under a cancellation notice, unless in cash, certified or cashier's check or money order.
15. Should Escrow Agent be closed on any day of compliance with these instructions the requirement may be met on the next succeeding day Escrow Agent is open for business.
16. Escrow Agent shall, within three (3) days after receipt of any Notice, Demand or Declaration, send it to the party to whom it is directed by enclosing a copy of said instrument in any envelope addressed to said party at the last written address which said party shall have filed with Escrow Agent. If no written address has been filed, the notice shall be sent in care of General Delivery at the City in which the office of the Escrow Agent is located as shown on the first page of these instructions. The notice shall be deposited in the United States mail. The mailing of any such instrument by Escrow Agent in the manner herein provided shall constitute notice of the contents of such instrument to the party to whom the instrument is directed as of the date of such mailing and no further notice shall be required.
17. Time is of the essence of any agreement to pay or perform hereunder which agreement shall remain unpaid or unperformed as of close of escrow. No payment of Buyer, Mortgagor, or Trustor of such amounts shall be received or accepted for by Escrow Agent unless all amounts due as of the date of compliance are paid unless and until written authority therefor has been delivered to Escrow Agent by the payee of said amount.
18. "Close of Escrow" shall mean the effective date of the policy of title insurance.
19. Escrow Agent may at its election, in the event of any conflicting demands made upon it concerning these instructions or this escrow, hold any money and documents deposited hereunder until it receives mutual instructions by all parties or until a civil action shall have been concluded in a Court of competent jurisdiction, determining the rights of the parties. In the alternative, Escrow Agent may at anytime, at its discretion, commence a civil action to interplead any conflicting demands to a Court of competent jurisdiction.
20. It is fully understood that Escrow Agent in connection with these instructions cannot give legal advice to any party hereto.
21. The title insurance provided for unless otherwise specified, shall be evidenced by the standard form of title insurance of First American Title Insurance Company, on file with the Insurance Director of the State of Arizona subject to exceptions shown in the commitment for title insurance and title insurance policy issued.

NOTE: There are some matters for which First American Title Insurance Company, assumes no liability, including but not limited to unrecorded liens, personal property taxes; transfer of personal property; utility charges, boundary lines, location of improvements and possession; compliance with zoning, building ordinances and building restrictions; reservations and exceptions in Patents.

ACCOUNT SERVICING:

22. If there is a balance due Seller evidenced by an Agreement for Sale, Note and Mortgage, or Deed of Trust, unless otherwise provided, Escrow Agent is hereby employed and appointed to act as Account Servicing Agent to hold the security documents, as specified herein, for servicing, receiving, processing and remitting payments in accordance with its Standard Account Servicing Instructions and Schedule of Account Service Fees.



1002-347-0000 ELWEBB SPRUCECREEK 614 P03/12 P03 27 '98 15:16

AGREEMENT AND ADDITIONAL INSTRUCTIONS

Escrow No.

23. **BINDING AGREEMENT:** The Buyer and Seller hereby acknowledge and agree that these Escrow Instructions and this Addendum thereto do hereby constitute a binding agreement between the parties herein and their respective successors and assigns. The Seller agrees to sell and the Buyer agrees to buy the real property described in Exhibit A attached hereto and incorporated herein by reference, in accordance with and upon the terms, provisions and conditions set forth herein.
24. **PAYMENT OF PURCHASE PRICE:** Buyer and Seller acknowledge that the purchase price of the subject property of \$1,573,000.00 (not including the deposits set forth in this Paragraph) has been based on the purchase of 242 acres at a price of \$6,500.00 per acre. If the number of acres as determined by a survey is less than or larger than the 242 indicated, the purchase price shall be so adjusted at the above stipulated rate.

The purchase price shall be paid in the following manner:

- A. \$50,000.00 as earnest money ("Initial Earnest Money") to be deposited with Escrow Agent on the signing and delivery of these Escrow Instructions. The Initial Earnest Money shall be fully refundable until the Feasibility Date (as such term is hereinafter defined) has expired without Buyer terminating this Agreement. The Initial Earnest Money shall be applied to the purchase price.
- B. Unless this Agreement has been terminated by Buyer as set forth herein, \$25,000.00 ("Second Deposit") shall be due on or before one hundred eighty (180) days from the opening of escrow. The Second Deposit shall be non-refundable and shall not be applied to the purchase price.
- C. Unless this Agreement has been terminated by Buyer as set forth herein, \$25,000.00 ("Third Deposit") shall be due on or before the first anniversary from the opening of escrow. The Third Deposit shall be non-refundable and shall not be applied to the purchase price.
-  D. Unless this Agreement has been terminated by Buyer as set forth herein, \$25,000.00 ("Fourth Deposit") shall be due on or before fifteen (15) months from the opening of escrow. The Fourth Deposit shall be non-refundable and shall not be applied to the purchase price.
-  E. Unless this Agreement has been terminated by Buyer as set forth herein, \$25,000.00 ("Fifth Deposit") shall be due on or before eighteen (18) months from the opening of escrow. The Fifth Deposit shall be non-refundable and shall not be applied to the purchase price.
- F. The real property described in Exhibit B attached hereto and incorporated by reference (the "Exchange Property") consisting of approximately 126 acres, to be conveyed from Buyer to Seller at the close of escrow. The parties agree that the value of the Exchange Property is \$693,000.00.
- G. The balance of \$830,000.00 to be paid to Seller at close of escrow.

All funds deposited by Buyer pursuant hereto shall be invested by Escrow Agent in such investments as may be directed from time to time by Buyer. All earnings on such invested funds shall belong to the Seller.

25. **BROKER:** Buyer and Seller acknowledge that there is no brokerage commission involved in this transaction. Buyer and Seller each indemnify and agrees to defend and hold harmless the other from and against any and all damages, losses, costs, expenses (including but not limited to court costs and reasonable attorneys' fees), and liability arising from any claim, demand, or suit by any other broker or finder, for commissions or finder's fees or for any similar charge because of any act of such indemnifying party or its representatives. Buyer's and Seller's obligations under this Paragraph shall, notwithstanding anything in this Agreement to the contrary, survive the Close of Escrow or the termination of this Agreement.
26. **INCONSISTENCY:** In the event of any conflict between the provisions of the printed terms of the Escrow Instructions and the provisions of this Agreement and Additional Instructions, the Agreement and Additional Instructions provisions shall prevail.
27. **SURVIVAL:** The covenants and conditions contained herein shall survive the closing of the escrow and shall be continuing duties and obligations of the respective parties hereto.
28. **TITLE REPORT - OWNERS TITLE POLICY:** The Escrow Agent shall, as soon as is reasonably possible after the opening of escrow, provide a preliminary title report (and all Schedule B items referenced therein) issued by the Escrow Agent's title insurer reflecting Seller's title, the requirements for closing escrow and issuing an ALTA Extended Coverage Policy of Title Insurance, and reflecting all easements, restrictions, reservations, liens or other matters of record. Said report shall provide for issuance to Buyer at closing, at Seller's cost, an ALTA Extended Coverage Policy of Title Insurance in the full amount of the purchase price.
29. **TITLE EXAMINATION:** Buyer shall have thirty (30) days from the opening of escrow in which to examine title and make any objections thereto or disapprove of any exceptions shown in said preliminary title report or amendment thereto. In the event the Buyer has any objections to any matter contained in the preliminary title report, Buyer must file in writing with Seller and Escrow Agent objections to any such exceptions or the condition of Seller's title. The failure of Buyer to file same shall be deemed to mean approval of the title report and condition of title.

In the event any such objected to matter is not removed or any title defect not corrected by the Feasibility Date (as such term is hereinafter defined), the Buyer may either close escrow and accept the title as is, in which event such disapproval or objection is deemed waived, or Buyer may cancel and terminate the escrow and recover the Initial Earnest Money; provided, however, in either event the Seller shall have no liability to Buyer with respect to such title defect if escrow closes or this escrow and Agreement is cancelled.

30. **SOIL TESTS:** The Buyer shall, within thirty (30) days of the opening of escrow, make all soil tests or other on site and engineering inspections as are reasonably necessary to satisfy the Buyer with respect to the usability of the subject property for the Buyer's purposes. The Buyer will be deemed to have accepted said property for soil condition and engineering purposes unless within said thirty (30) day period Buyer shall have delivered written notice of its election to cancel this escrow and Agreement, in which event the Initial Earnest Money deposited by Buyer shall be refunded to Buyer.

Seller shall provide Buyer, within five (5) days of the opening of escrow, all soil reports, environmental reports, or other studies concerning the subject property that are either in the direct or indirect control of Seller.

31. **RIGHT TO EXAMINE:** Buyer shall have the right to examine said property at any time after the execution of this Agreement with any persons whom it shall designate

(including, without limitation of the foregoing, contractors and soil testing personnel). Seller shall permit access to said property to Buyer and the persons so designated by it, with the right to perform any tests upon said property that Buyer deems necessary or appropriate to determine whether said property can be utilized for the improvement to be made thereon.

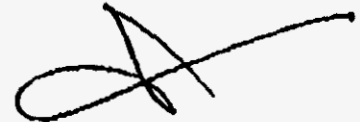
- 32. **SUBSEQUENT ACTS:** The terms and provisions of this Agreement shall not merge with, be extinguished or otherwise affected by any subsequent conveyance or instrument by or between the parties hereto unless such instruments shall specifically so state and be signed by the parties hereto.
- 33. **NOTICE:** Any notice, demand or request which may be permitted, required or desired to be given in connection herewith shall be in writing and directed to Seller and to Buyer, deposited in U.S. mail, registered or certified, return receipt requested. Said notice shall be deemed effective upon receipt. A registered mail or certified mail receipt will be prima facie evidence of the giving of such notice and the date hereof.

BUYER: DEL WEBB'S SPRUCE CREEK COMMUNITIES, INC.
 8501 S.E. 140th Lane Road
 Summerfield, Florida 34491
 Attn: Mr. Jay Thompson

With a copy to: DEL WEBB CORPORATION
 6001 N. 24th Street
 Phoenix, Arizona 85016
 Attn: Brian Hegardt, Esq.

SELLER: ~~PERMITS MANAGING~~
 14050 S.W. 16th Avenue
 Ocala, Florida 34473
 Attn: Mr. Marcel Lacaille

SERVICES D'ADMINISTRATION VITO INC.

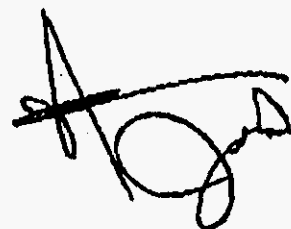


- 34. **NO PARTNERSHIP, THIRD PERSON:** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other similar arrangement between Seller and Buyer. No term or provision of this Agreement is intended to, or shall be for the benefit of any person, firm, corporation or other entity not a party hereto (including, without limitation, any broker), and no such party shall have any right or cause of action hereunder.
- 35. **FEASIBILITY STUDY:** On or before thirty (30) days from the opening of escrow (the "Feasibility Date"), Buyer shall complete a study of the costs and feasibility of developing the subject property for the Buyer's intended use. In the event Buyer determines in its sole discretion that it is not feasible to develop the subject property, then the Buyer shall so notify Escrow Agent to terminate this Agreement, receive a refund of the Initial Earnest Money, and neither party shall have liability to the other.
- 36. **ASSIGNMENT:** Buyer shall not have the right to assign its right and obligations granted under this Agreement and Additional Instructions to a third party.
- 37. **SPECIAL CONDITIONS:** Buyer's obligation to close this escrow for the purchase of said property is subject to the fulfillment prior to the close of escrow, of Buyer obtaining the necessary zoning and site plan approval to permit development of a retirement community (in Buyer's sole and absolute discretion) on the subject parcel including, without limitation, FQD approval from Marion County and the State of Florida Department of Community Affairs (hereinafter collectively referred to as "FQD Approval").



Buyer shall promptly apply for the necessary zoning and site plan approval to permit the development on the subject property. In the event Buyer is unable to secure such zoning and site plan approval by close of escrow, or reasonably believes that the zoning and site plan approval will not be approved prior to the close of escrow, the Buyer shall have the right to cancel this Agreement whereby Buyer shall not be responsible to pay any further deposits provided for hereunder.

38. **SELLER WARRANTIES:** Seller represents, warrants and covenants to Buyer that based on the actual, personal knowledge of Seller, as of the date of this Agreement:
- A. Seller has received no notice of any actions, suits, proceedings or investigations against or relating to the subject property in any court or before any federal, state, county or other governmental department, agency, commission, board or bureau.
 - B. There are no dry wells or other wells or storage tanks located or drilled on the subject property.
 - C. Seller has not committed or knowingly permitted to occur any waste upon the subject property, nor has Seller, in violation of any Environmental Law, used, generated, manufactured, produced, stored or released on, under, or about the subject property or transferred to or from the subject property, any hazardous substance or knowingly permitted any third party to do so. As used herein the following terms shall have the meanings specified. The term "Hazardous Substance" shall include all substances, materials and wastes that are, or that become, regulated under, or classified as hazardous or toxic under any Environmental Law; provided, however, that such term shall not, as used herein, include any chemicals or materials used in normal farming operations. The term "Environmental Law" shall mean any federal, state or local statute, ordinance, or regulation pertaining to health, industrial hygiene, or the environment, and all rules adopted and guidelines promulgated pursuant to the foregoing. The term "Release" shall mean any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping.
 - D. There are no leases, rights or claims of possession or other agreements, oral or written, affecting the subject property.
 - E. There are no condemnation proceedings threatened or pending with respect to any part of the subject property.
 - F. There is permanent and legal access to the subject property.
 - G. Other than as reflected in the existing zoning and stipulations thereto, there are no agreements with governmental authority or any other person, firm, corporation or other entity existing or contemplated respecting the property which would require work to be done thereon or would restrict, limit, or, in any way affect the development of the subject property.
 - H. Seller has the right, power, legal capacity and authority to enter into this Agreement and to sell, assign, transfer and convey the property to Buyer. When executed, this Agreement will constitute the valid and binding obligation of Seller enforceable in accordance with its terms.
 - I. Seller has not obligated itself in any manner to convey the subject property or any portion thereof to any party other than Buyer.



- J. The execution, delivery, and performance by Seller of this Agreement is not precluded by, and will not violate any law, statute, rule, or regulation, or any judgment, order, decree, writ, or injunction of any court, governmental department, commission, board, bureau, agency, or instrumentality, and will not result in the breach of or default under any agreement, mortgage, contract, undertaking, or other instrument or document to which Seller is a party or by which Seller is bound or to which Seller or any portion of the property is subject.

The representations and warranties of Seller contained in this section and elsewhere in this Agreement are and will be true and correct as of the closing date, and shall survive the closing. In the event Seller or Buyer discovers that any representation or warranty is not true and accurate as of the closing, then each shall notify the other

~~and Buyer shall have the right to cancel this Agreement by giving notice in writing~~

to Seller and Escrow Agent, in which event any documents and sums deposited by Buyer with Escrow Agent, together with any interest on the earnest money, shall be immediately returned to Buyer and thereafter neither party shall have any further obligation to the other under this Agreement. If, after the closing, Buyer discovers that any representation or warranty was not true and accurate as of the closing, then in addition to any right or remedy provided hereunder, Buyer shall be entitled to pursue any actions at law or in equity to which Buyer is entitled. Notwithstanding the foregoing, Seller shall not voluntarily commit any act which would cause any of its warranties to become untrue between the date hereof and the closing. At the closing, Seller shall furnish to Buyer, Seller's executed certificate verifying the truth and accuracy of all of the representations and warranties of Seller as of the closing date.

39. **CLOSE OF ESCROW:** The time for the closing of this escrow shall be the second anniversary from the opening of escrow. Buyer may agree to close sooner.
40. **CONVEYANCE OF TITLE:** Seller agrees to convey to Buyer, good, marketable and indefeasible title to the subject property by General Warranty Deed, subject only to those matters as shown in said preliminary title report.
41. **POSSESSION:** Seller agrees to deliver and convey possession of the subject property to Buyer at the time of the close of escrow.
42. **EXCHANGE PERMITTED:** Seller may elect to exchange the subject property under a simultaneous or a delayed tax-deferred exchange under Internal Revenue Code Section 1031. Buyer agrees to accommodate such a request by Seller; provided, however, that (i) Buyer shall not be required to assume any existing or new indebtedness in connection with such exchange or incur any additional expense in connection therewith; (ii) the closing shall not be extended to accommodate the exchange; and (iii) Buyer shall not be required to accept title to any property other than the subject property. Completion of the exchange is not, nor shall it be considered at any time in the future, a condition to the closing and, if the exchange is not consummated for any reason, the subject property shall be conveyed to Buyer as if no exchange was scheduled to occur.
43. **ENCUMBRANCE:** Seller agrees that all funds paid by Buyer through these Escrow Instructions will be distributed first to retire the underlying indebtedness of Seller prior to any funds being paid to Seller. Seller warrants that the funds due under these Escrow Instructions are sufficient to retire Seller's underlying obligations.
44. **NON-PERFORMANCE:** If Buyer fails to close for reasons which constitute a default on the part of the Buyer, Seller shall cause to be forfeited all earnest monies theretofore deposited by Buyer, to be retained by Seller as liquidated damages as Seller's only remedy, and upon actual receipt by Seller from the title company of said earnest monies and this Agreement and the escrow executed

pursuant thereto shall cease and come to an end and neither party shall have any claim or cause of action against the other.

45. **SPECIFIC PERFORMANCE:** In the event of a default hereunder by Seller, Buyer may elect to seek specific performance of this Agreement, if, as a condition precedent to any suit for a specific performance, Buyer shall, on or before the closing date, (i) deposit into escrow, in cash or wire transfer of cash credit, that portion of the Purchase Price which remains to be paid by Buyer, and (ii) fully perform all of Buyer's other obligations hereunder. If Buyer fails to satisfy the conditions precedent specified herein, Buyer shall not be entitled to, and hereby waives, any right of specific performance.
46. **DATE OF PERFORMANCE:** If the date of performance of any obligation or the last day of any time period provided for herein should fall on a Saturday, Sunday, or legal holiday, then said obligation shall be due and owing, and said time period shall expire on the first day thereafter, which is not a Saturday, Sunday, or legal holiday. Except as may otherwise be set forth herein, any performance provided for herein shall be timely made if completed no later than 5:00 pm (Mountain Standard Time) on the day of performance. The funds required from Buyer and all acts required of Buyer in order to close escrow pursuant hereto shall be deposited with Escrow Agent and be performed no later than 10:00 am, Mountain Standard Time, on the closing date and shall be available for immediate distribution to Seller at closing.
47. **FURTHER DOCUMENTS:** Buyer and Seller shall execute and deliver all such documents and perform all such acts as reasonably requested by the other party from time to time, prior to and following the closing, to carry out the matters contemplated by this Agreement.
48. **TERMINATION:** These Escrow Instructions shall be deemed null and void if not signed and deposited with Escrow Agent on or before August 28, 1998.
49. **COMPLIANCE WITH LAWS:** Buyer shall obtain all necessary building, occupancy, and other governmental permits and licenses which may be required.
50. **ATTORNEYS' FEES:** In the event either Buyer or Seller deems it necessary to employ an attorney to enforce any of the terms or provisions of this Agreement, or for the breach thereof, whether or not a lawsuit be filed, the defaulting party agrees to pay to the prevailing party all reasonable attorneys' fees, costs and expenses, the amount thereof to be fixed by the court without a jury.
51. **CONDEMNATION:** In the event of the condemnation (or sale in lieu thereof) prior to the close of escrow of any portion of the property, Buyer shall have the option to either:
- A. Cancel this Agreement by giving written notice thereof to Seller and Escrow Agent within ten (10) days of receipt of Seller's notice of its receipt of an offer or award from the condemning authority, or the close of escrow, whichever is earlier, or
 - B. Buyer may proceed with the closing and pay the total sales price provided herein, in which event Buyer shall receive all awards or payments made for the property by the condemning authority. In the event Buyer cancels the escrow as permitted by this section, the earnest money deposit shall be returned to Buyer.
52. **POWER OF ATTORNEY:** Seller shall provide Buyer with a power of attorney authorizing Buyer to execute all documents required of the property owner to include the subject property in the FQD and to otherwise obtain all other permits and approvals necessary for the development of the subject property. In the event a

power of attorney is not acceptable as a substitute for Seller's signature, Seller agrees to execute any such documents.

53. MISCELLANEOUS PROVISIONS:

- A. This is the entire agreement between the parties with respect to this transaction.
- B. There are no oral promises, conditions, representations, understandings, interpretations, or terms of any kind as conditions or inducements to the execution hereof or in effect between the parties.
- C. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- D. This Agreement shall be interpreted in accordance with the laws of the State of Florida.
- E. Time is of the essence with respect to the performance of all terms, conditions and provisions of this Agreement.
- F. Buyer and Seller shall each sign and deliver such other documents as may reasonably be required to effectuate this transaction.
- G. This Agreement may not be amended or modified except by the party to be charged therewith.
- H. In the event any provision hereof or any portion of any provision hereof shall be deemed to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not alter the remaining portion of any provision, or any other provision hereof, as each provision of this Agreement shall be deemed to be severable from all other provisions hereof.
- I. The waiver by any party hereto of any right granted to it hereunder shall not be deemed to be a waiver of any other right granted herein, nor shall same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

J. All exhibits attached to the Agreement are by this reference incorporated herein.

BUYER:

DEL WEBB'S SPRUCE CREEK
COMMUNITIES, INC., an
Arizona corporation

By: 
Jay Thompson, Sr Vice President

Dated: 8/27/98

SELLER:

SERVICES D'ADMINISTRATION
VIJO, INC.

By: 

Dated: August-19-1998



Exhibit A

45458-000-00 and 45500-003-00:

The NE ¼ of Section 9, Township 17 South, Range 23 East, Marion County, Florida and a portion of the West ¼ of the North ¼ of the SE ¼ being more particularly described as follows: Commence at the SW corner of the NE ¼ of Section 9 for the Point of Beginning; thence N.89°56'22"E., along the South boundary of the NE ¼ of said Section 9, a distance of 1994.91 feet; thence S.00°00'31"W., a distance of 893.54 feet; thence 89°56'22"W., a distance of 1994.73 feet to the West boundary of the SE ¼ of said Section 9, thence N.00°00'10"W., along said West boundary a distance of 893.54 feet to the Point of Beginning. AND NE ¼ of NE ¼ of SE ¼ of Section 9, Township 17 South, Range 23 East, Marion County, Florida.

45509-001-00:

NW ¼ of SW ¼ of NW ¼ of Section 10, Township 17 South, Range 23 East, Marion County, Florida.

45500-002-00:

The Southeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 9, Township 17 South, Range 23 East, and The Northwest Quarter of the Southwest Quarter of the Southeast Quarter of Section 9, Township 17 South, Range 23 East, lying and being in the County of Marion, State of Florida.

Lacaille



LIMITED DURABLE POWER OF ATTORNEY

I, MARCEL LACAILLE, hereby appoint Del Webb's Spruce Creek Communities, Inc., an Arizona corporation, as my attorney-in-fact to execute on my behalf any applications required by my attorney-in-fact to effect its intended development of the real property attached hereto as Exhibit A including, but not limited to, change of zoning, amendments to Maricopa County's Comprehensive Land Use Plan, preliminary plans, Development of Regional Impact or Florida Quality Development applications and applications to abrogate road reservations along Section and half Section lines.

This Limited Durable Power of Attorney shall not be affected by disability of the principals except as provided by Statute.

IN WITNESS WHEREOF, this Power of Attorney has been executed this

17th day of August, 1998.

Witness #1

Guy Jodoin
Printed Name

Witness #2

Denis Forcier
Printed Name

Marcel LaCaille
Marcel LaCaille

STATE OF Québec
COUNTY OF Drummondville

The foregoing instrument was acknowledged before me this 17th day of August, 1998, by MARCEL LA CAILLE, who is personally known to me or produced _____ as identification.

Judith Panneton
Notary Public
Me Judith Panneton

FORM "A"
CERTIFIED LEGAL DESCRIPTION

An application for multiple parcels and/or multiple uses may require filing more than one certified legal description. Xeroxed copies of this form are acceptable for additional parcel descriptions. Complete one of these forms for each parcel, or portion of a parcel, proposed for amendment. A single legal description may be provided if all parcels are contiguous. If the requested change will result in more than one (1) land use designation on the parcel(s), provide a separate certified legal description for each resulting land use area.

Type, in the space provided below, the legal description which describes the parcel or portion of the parcel, submitted for amendment and identified by parcel # 45500 - 003 - 00, containing 10 acres, more or less. Legal descriptions exceeding the space provided may be submitted on a separate sheet attached to this form. The space must note that the legal description is attached as a separate sheet, and the separate sheet must bear the signature and seal of the registered/licensed professional executing the certification below.

See attached Exhibit "A".

This form must be signed and stamped/sealed by a State of Florida Professional Registered/Licensed Surveyor.

- I hereby certify that the above legal description is correct as to form, and accurately describes the parcel, as identified above.
- I hereby certify that the above legal description is correct as to form, and accurately describes the portion of parcel as identified above.

Name: William S. Barley, P.S.M.
(Print)

Date: April 26, 1999

Surveyor Florida Registration/License Number: 3815

Signature: William S. Barley

Page
Number
Date

EXHIBIT "A"
LEGAL DESCRIPTION

NE 1/4 OF NE 1/4 OF SE 1/4 OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 23 EAST, MARION
COUNTY, FLORIDA.

William S. Barley
William S. Barley, P.S.M. No. 3815

LARGE SCALE COMPREHENSIVE PLAN MAP AMENDMENT APPLICATION PACKET

FORM "A"
CERTIFIED LEGAL DESCRIPTION

An application for multiple parcels and/or multiple uses may require filing more than one certified legal description. Xeroxed copies of this form are acceptable for additional parcel descriptions. Complete one of these forms for each parcel, or portion of a parcel, proposed for amendment. A single legal description may be provided if all parcels are contiguous. If the requested change will result in more than one (1) land use designation on the parcel(s), provide a separate certified legal description for each resulting land use area.

Type, in the space provided below, the legal description which describes the parcel or portion of the parcel submitted for amendment and identified by parcel # 45458 - 000 - 00, containing 202 acres, more or less. Legal descriptions exceeding the space provided may be submitted on a separate sheet attached to this form. The space must note that the legal description is attached as a separate sheet, and the separate sheet must bear the signature and seal of the registered/licensed professional executing the certification below.

See attached Exhibit "A".

This form must be signed and stamped/sealed by a State of Florida Professional Registered/Licensed Surveyor.

- I hereby certify that the above legal description is correct as to form, and accurately describes the parcel, as identified above.
- I hereby certify that the above legal description is correct as to form, and accurately describes the portion of parcel as identified above.

Name: William S. Barlev, P.S.M.
(Print)

Date: April 26, 1999

Surveyor Florida Registration/License Number: 3815

Signature: William S. Barlev

EXHIBIT "A"
LEGAL DESCRIPTION

THE NE 1/4 OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA AND A PORTION OF THE WEST 3/4 OF THE NORTH 1/2 OF THE SE 1/4 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SW CORNER OF THE NE 1/4 OF SECTION 9 FOR THE POINT OF BEGINNING; THENCE N89°56'22"E, ALONG THE SOUTH BOUNDARY OF THE NE 1/4 OF SAID SECTION 9 A DISTANCE OF 1994.91 FEET; THENCE S00°00'31"W, A DISTANCE OF 893.54 FEET; THENCE 89°56'22"W A DISTANCE OF 1994.73 FEET TO THE WEST BOUNDARY OF THE SE 1/4 OF SAID SECTION 9 THENCE N00°00'10"W, ALONG SAID WEST BOUNDARY A DISTANCE OF 893.54 FEET TO THE POINT OF BEGINNING.


William S. Barley, P.S.M. No. 3815

LARGE SCALE COMPREHENSIVE PLAN MAP AMENDMENT APPLICATION PACKET

FORM "A"
CERTIFIED LEGAL DESCRIPTION

An application for multiple parcels and/or multiple uses may require filing more than one certified legal description. Xeroxed copies of this form are acceptable for additional parcel descriptions. Complete one of these forms for each parcel, or portion of a parcel, proposed for amendment. A single legal description may be provided if all parcels are contiguous. If the requested change will result in more than one (1) land use designation on the parcel(s), provide a separate certified legal description for each resulting land use area.

Type, in the space provided below, the legal description which describes the parcel or portion of the parcel submitted for amendment and identified by parcel # 45500 - 002 - 00, containing 20 acres, more or less. Legal descriptions exceeding the space provided may be submitted on a separate sheet attached to this form. The space must note that the legal description is attached as a separate sheet, and the separate sheet must bear the signature and seal of the registered/licensed professional executing the certification below.

See attached Exhibit "A".

This form must be signed and stamped/sealed by a State of Florida Professional Registered/Licensed Surveyor.

I hereby certify that the above legal description is correct as to form, and accurately describes the parcel as identified above.

I hereby certify that the above legal description is correct as to form, and accurately describes the portion of parcel as identified above.

Name: William S. Barley, P.S.M.
(Print)

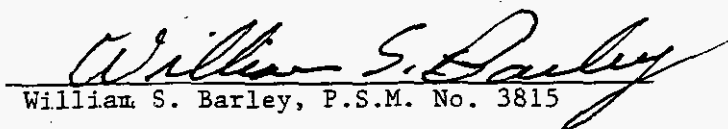
Date: April 26, 1999

Surveyor Florida Registration/License Number: 3815

Signature: *William S. Barley*

EXHIBIT "A"
LEGAL DESCRIPTION

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 23 EAST, AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 23 EAST, LYING AND BEING IN THE COUNTY OF MARION, STATE OF FLORIDA.


William S. Barley, P.S.M. No. 3815

W/10/99
NE

FORM "A"
CERTIFIED LEGAL DESCRIPTION

An application for multiple parcels and/or multiple uses may require filing more than one certified legal description. Xeroxed copies of this form are acceptable for additional parcel descriptions. Complete one of these forms for each parcel, or portion of a parcel, proposed for amendment. A single legal description may be provided if all parcels are contiguous. If the requested change will result in more than one (1) land use designation on the parcel(s), provide a separate certified legal description for each resulting land use area.

Type, in the space provided below, the legal description which describes the parcel or portion of the parcel, submitted for amendment and identified by parcel # 45509 - 001 - 00, containing 10 acres, more or less. Legal descriptions exceeding the space provided may be submitted on a separate sheet attached to this form. The space must note that the legal description is attached as a separate sheet, and the separate sheet must bear the signature and seal of the registered/licensed professional executing the certification below.

See attached Exhibit "A".

This form must be signed and stamped/sealed by a State of Florida Professional Registered/Licensed Surveyor.

- I hereby certify that the above legal description is correct as to form, and accurately describes the parcel as identified above.
- I hereby certify that the above legal description is correct as to form, and accurately describes the portion of parcel as identified above.

Name: William S. Barlev, P.S.M.
(Print)

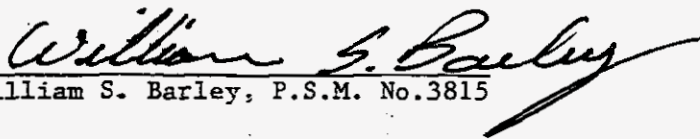
Date: April 26, 1999

Surveyor Florida Registration/License Number: 3815

Signature: William S. Barlev

EXHIBIT "A"
LEGAL DESCRIPTION

NW 1/4 OF SW 1/4 OF NW 1/4 OF SECTION 10, TOWNSHIP 17 SOUTH, RANGE 23 EAST, MARION
COUNTY, FLORIDA.


William S. Barley, P.S.M. No.3815

PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS

THIS PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS ("Agreement") is made this 16th day of March 1999, between Del Webb's Spruce Creek Communities, Inc., an Arizona corporation ("Buyer"), and The Theodore Szwec, Sr. Trust, under the provisions of a certain Trust Agreement, dated October 23, 1991 ("Seller). The parties hereby agree that Seller shall sell and Buyer shall buy the real property described in Exhibit A attached hereto and incorporated herein by reference (the "Property") upon the following terms and conditions.

1. **PURCHASE PRICE:** Buyer and Seller acknowledge that the purchase price of the Property of \$27,500.00 ("Purchase Price") has been based on the purchase of five (5) acres at a price of \$5,500.00 per acre. If the number of acres as determined by a survey is less than or larger than the five (5) indicated, the Purchase Price shall be so adjusted at the above stipulated rate.

The Purchase Price shall be paid in the following manner:

- A. \$2,750.00 as earnest money to be deposited with an escrow agent to be selected by Buyer ("Escrow Agent") on the signing of this Agreement.
- B. The balance of the Purchase Price to be paid to Seller at Close of Escrow (as such term is hereinafter defined).

All funds deposited by Buyer pursuant hereto shall be invested by Escrow Agent in such investments as may be directed from time to time by Buyer. All earnings on such invested funds shall belong to the party receiving said funds pursuant to the terms hereof (provided that if the purchase of the Property is consummated, Buyer shall receive a credit toward the Purchase Price, and a corresponding credit toward the cash payable by Buyer at closing, in the amount of the accrued interest) and shall be paid at such time as said party receives said funds. All references to earnest money in this Agreement shall be deemed to include earnings thereon.

2. **BROKER:** Buyer shall pay Mackenzie Realty ("Broker") a brokerage fee equal to five percent (5%) of the Purchase Price only upon consummation of this transaction. Buyer and Seller acknowledge that there is no other brokerage commission involved in this transaction. Buyer and Seller each indemnify and agrees to defend and hold harmless the other from and against any and all damages, losses, costs, expenses (including but not limited to court costs and reasonable attorneys' fees), and liability arising from any claim, demand, or suit by any other broker or finder, for commissions or finder's fees or for any similar charge because of any act of such indemnifying party or its representatives. Buyer's and Seller's obligations under this Paragraph shall, notwithstanding anything in this Agreement to the contrary, survive the Close of Escrow or the termination of this Agreement.

3. **TITLE REPORT - OWNERS TITLE POLICY:** The Escrow Agent shall, as soon as is reasonably possible after the opening of escrow, provide a preliminary title report (and all Schedule B items referenced therein) issued by the Escrow Agent's title insurer reflecting Seller's title, the requirements for closing escrow and issuing an ALTA Extended Coverage Policy of Title Insurance, and reflecting all easements, restrictions, reservations, liens or other matters of record. Said report shall provide for issuance to Buyer at closing, at Buyer's cost, an ALTA Standard Coverage Policy of Title Insurance in the full amount of the Purchase Price. Any additional premium for extended coverage and endorsements shall be paid by Buyer.

4. **TITLE EXAMINATION:** Buyer, at Buyer's expense, may have the Property surveyed and certified by a registered Florida surveyor. Buyer shall have sixty (60) days from the date of the receipt of the title report and survey (or ten (10) days after receipt of a title report amendment) in which to examine the same and make any objections thereto or disapprove of any exceptions or matters shown in said survey, preliminary title report or amendment thereto. In the event the Buyer has any objections to any matter contained in said survey, preliminary title report or amendment, Buyer must file in writing with Seller and Escrow Agent objections to any such exceptions or the condition of Seller's title. The failure of Buyer to file same shall be deemed to mean approval of the survey, title report and condition of title. In the event any such objected to matter is not removed or any title defect not corrected by the time provided for closing, Buyer may either close escrow and accept the title as is, in which event such disapproval or objection is deemed waived, or Buyer

may cancel and terminate the escrow and recover all earnest money paid; provided, however, in either event the Seller shall have no liability to Buyer with respect to such title defect if escrow closes or this Agreement is cancelled.

5. **RIGHT TO EXAMINE:** Buyer shall have the right to examine said property at any time after the execution of this Agreement with any persons whom it shall designate (including, without limitation, contractors and soil testing personnel). Seller shall permit access to said property to Buyer and the persons so designated by it, with the right to perform any tests upon said property that Buyer deems necessary or appropriate to determine whether said property can be utilized for the improvement to be made thereon. Buyer shall, upon Seller's request, return the property to substantially the same condition the property was in prior to such examination. Buyer shall indemnify, defend and hold harmless Seller for any claims or damages arising from Buyer's examination of the property pursuant to this Paragraph.

6. **SUBSEQUENT ACTS:** The terms and provisions of this Agreement shall not merge with, be extinguished or otherwise affected by any subsequent conveyance or instrument by or between the parties hereto unless such instruments shall specifically so state and be signed by the parties hereto.

7. **NOTICE:** Any notice, demand or request which may be permitted, required or desired to be given in connection herewith shall be in writing and directed to Seller and to Buyer, deposited in U.S. mail, registered or certified, return receipt requested. Said notice shall be deemed effective upon receipt. A registered mail or certified mail receipt will be prima facie evidence of the giving of such notice on the date thereof.

BUYER: DEL WEBB'S SPRUCE CREEK COMMUNITIES, INC.
8501 S.E. 140th Lane Road
Summerfield, Florida 34491
Attn: Mr. Jay Thompson

With a copy to: DEL WEBB CORPORATION
6001 N. 24th Street
Phoenix, Arizona 85016
Attn: Brian Hegardt, Esq.

SELLER:

RONALD SZWEC
337 LINCOLN, AV.
LYNDHURST N.J. 07071
Attn: _____

8. **NO PARTNERSHIP, THIRD PERSON:** It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other similar arrangement between Seller and Buyer. No term or provision of this Agreement is intended to, or shall be for the benefit of any person, firm, corporation or other entity not a party hereto (including, without limitation, any broker), and no such party shall have any right or cause of action hereunder.

9. **FEASIBILITY STUDY:** On or before sixty (60) days from the opening of escrow, Buyer shall complete a study of the costs and feasibility of developing the Property for the Buyer's intended use. In the event Buyer determines in its sole discretion that it is not feasible to develop the Property, then the Buyer shall so notify Escrow Agent to terminate this Agreement, receive a refund of the earnest money deposit, and neither party shall have liability to the other.

10. **ASSIGNMENT:** Buyer shall not have the right to assign its right and obligations granted under this Agreement to a third party unless consented to by Seller in Seller's reasonable discretion.

11. **SPECIAL CONDITIONS:** Buyer's obligation to close this escrow for the purchase of said property is subject to the fulfillment prior to the Close of Escrow of the following conditions:

(a) Buyer obtaining the necessary zoning and site plan approval to permit development on the subject parcel including, without limitation, FQD approval from Marion County and the State of Florida Department of Community Affairs (hereinafter collectively referred to as "FQD Approval"). Buyer shall promptly apply for the necessary zoning and site plan approval to permit the development on the

Property. In the event Buyer is unable to secure such zoning and site plan approval by Close of Escrow, Buyer shall have the right to cancel this Agreement and receive a refund of all earnest money.

12. SELLER WARRANTIES: Seller represents, warrants and covenants to Buyer that as of the date of this Agreement:

- A. Seller has received no notice of any actions, suits, proceedings or investigations against or relating to the Property in any court or before any federal, state, county or other governmental department, agency, commission, board or bureau.
- B. There are no dry wells or other wells or storage tanks located or drilled on the Property.
- C. Seller has not committed or knowingly permitted to occur any waste upon the Property, nor has Seller, in violation of any Environmental Law, used, generated, manufactured, produced, stored or released on, under, or about the Property or transferred to or from the Property, any hazardous substance or knowingly permitted any third party to do so. As used herein the following terms shall have the meanings specified. The term "Hazardous Substance" shall include all substances, materials and wastes that are, or that become, regulated under, or classified as hazardous or toxic under any Environmental Law; provided, however, that such term shall not, as used herein, include any chemicals or materials used in normal farming operations. The term "Environmental Law" shall mean any federal, state or local statute, ordinance, or regulation pertaining to health, industrial hygiene, or the environment, and all rules adopted and guidelines promulgated pursuant to the foregoing. The term "Release" shall mean any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping.
- D. There are no leases, rights or claims of possession or other agreements, oral or written, affecting the Property.
- E. There are no condemnation proceedings threatened or pending with respect to any part of the Property.
- F. There is permanent and legal access to the Property.
- G. Other than as reflected in the existing zoning and stipulations thereto, there are no agreements with governmental authority or any other person, firm, corporation or other entity existing or contemplated respecting the property which would require work to be done thereon or would restrict, limit, or, in any way affect the development of the Property.
- H. Seller has the right, power, legal capacity and authority to enter into this Agreement and to sell, assign, transfer and convey the Property to Buyer. When executed, this Agreement will constitute the valid and binding obligation of Seller enforceable in accordance with its terms.
- I. Seller has not obligated itself in any manner to convey the Property or any portion thereof to any party other than Buyer.
- J. The execution, delivery, and performance by Seller of this Agreement is not precluded by, and will not violate any law, statute, rule, or regulation, or any judgment, order, decree, writ, or injunction of any court, governmental department, commission, board, bureau, agency, or instrumentality, and will not result in the breach of or default under any agreement, mortgage, contract, undertaking, or other instrument or document to which Seller is a party or by which Seller is bound or to which Seller or any portion of the Property is subject.

The representations and warranties of Seller contained in this section and elsewhere in this Agreement are and will be true and correct as of the closing date, and shall survive the closing. In the event Seller or Buyer discovers that any representation or warranty is not true and accurate as of the closing, then each shall notify the other and Buyer shall have the right to cancel this Agreement by giving notice in writing to Seller and Escrow Agent, in which event any documents and sums deposited by Buyer with Escrow Agent, together with any interest on the earnest money, shall be immediately returned to Buyer and thereafter neither party shall have any further obligation to the other under this Agreement. If, after the closing, Buyer discovers that any representation or warranty was not true and accurate as of the

closing, then in addition to any right or remedy provided hereunder, Buyer shall be entitled to pursue any actions at law or in equity to which Buyer is entitled. Notwithstanding the foregoing, Seller shall not voluntarily commit any act which would cause any of its warranties to become untrue between the date hereof and the closing. At the closing, Seller shall furnish to Buyer, Seller's executed certificate verifying the truth and accuracy of all of the representations and warranties of Seller as of the closing date.

13. CLOSE OF ESCROW: The time for the closing of this escrow is the earlier of (i) ten (10) days from the fulfillment of all the conditions of Paragraph 11, or (ii) twenty-four (24) months from the date hereof (the "Close of Escrow"). Buyer and Seller may mutually agree to close sooner.

14. CONVEYANCE OF TITLE: Seller agrees to convey to Buyer, good, marketable and indefeasible title to the Property by General Warranty Deed, subject only to those matters approved or deemed approved by Buyer in said preliminary title report.

15. POSSESSION: Seller agrees to deliver and convey possession of the Property to Buyer at the time of the close of escrow.

16. ENCUMBRANCE: Seller agrees that all funds paid by Buyer through this Agreement will be distributed first to retire the underlying indebtedness of Seller prior to any funds being paid to Seller. Seller warrants that the funds due under this Agreement are sufficient to retire Seller's underlying obligations.

17. NON-PERFORMANCE: If Buyer fails to close for reasons which constitute a default on the part of the Buyer, Buyer shall cause to be forfeited all earnest monies theretofore deposited by Buyer, to be retained by Seller as liquidated damages as Seller's only remedy, and upon actual receipt by Seller from the title company of said earnest monies and this Agreement and the escrow executed pursuant thereto shall cease and come to an end and neither party shall have any claim or cause of action against the other.

18. SPECIFIC PERFORMANCE: In the event of a default hereunder by Seller, Buyer may elect to seek specific performance of this Agreement.

19. DATE OF PERFORMANCE: If the date of performance of any obligation or the last day of any time period provided for herein should fall on a Saturday, Sunday, or legal holiday, then said obligation shall be due and owing, and said time period shall expire on the first day thereafter, which is not a Saturday, Sunday, or legal holiday. Except as may otherwise be set forth herein, any performance provided for herein shall be timely made if completed no later than 5:00 pm (Eastern Standard Time) on the day of performance. The funds required from Buyer and all acts required of Buyer in order to close escrow pursuant hereto shall be deposited with Escrow Agent and be performed no later than 5:00 pm, Eastern Standard Time, on the closing date and shall be available for immediate distribution to Seller at closing.

20. FURTHER DOCUMENTS: Buyer and Seller shall execute and deliver all such documents and perform all such acts as reasonably requested by the other party from time to time, prior to and following the closing, to carry out the matters contemplated by this Agreement.

21. TERMINATION: This Agreement shall be deemed null and void if not signed and deposited with Escrow Agent on or before April 7, 1999.

22. ATTORNEYS' FEES: In the event either Buyer or Seller deems it necessary to employ an attorney to enforce any of the terms or provisions of this Agreement, or for the breach thereof, whether or not a lawsuit be filed, the defaulting party agrees to pay to the prevailing party all reasonable attorneys' fees, costs and expenses, the amount thereof to be fixed by the court without a jury.

23. CONDEMNATION: In the event of the condemnation (or sale in lieu thereof) prior to the Close of Escrow of any portion of the property, Buyer shall have the option to either:

- A. Cancel this Agreement by giving written notice thereof to Seller and Escrow Agent within ten (10) days of receipt of Seller's notice of its receipt of an offer or award from the condemning authority, or the Close of Escrow, whichever is earlier; or

- B. Buyer may proceed with the closing and pay the total sales price provided herein, in which event Buyer shall receive all awards or payments made for the property by the condemning authority. In the event Buyer cancels the escrow as permitted by this Paragraph, the earnest money deposit shall be returned to Buyer.

24. POWER OF ATTORNEY: Seller shall provide Buyer with a limited power of attorney, in the form attached hereto as Exhibit B, authorizing Buyer to execute all documents required of the property owner to obtain FQD Approval for the Property and to otherwise obtain all other permits and approvals necessary for the development of the Property. In the event a power of attorney is not acceptable as a substitute for Seller's signature, Seller agrees to execute any such documents.

25. DISCLOSURES:

A. Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding Radon or Radon testing may be obtained from your County Public Health unit.

B. Buyer may have determined the energy efficiency rating of the residential building, if any is located on the Property.

C. If the Property includes pre-1978 residential housing, then a residential lead-based hazard disclosure is attached hereto as Exhibit C.

26. EXPENSES; PRORATIONS: Documentary stamps on the deed and recording of corrective instruments shall be paid by Buyer. Escrow fees shall be paid Buyer. Taxes, assessments, rent and other expenses of the Property shall be prorated through the day before closing. All other prorations and expenses shall be allocated as is customary in Marion County, Florida.

27. MISCELLANEOUS PROVISIONS:


- A. This is the entire agreement between the parties with respect to this transaction.
- B. There are no oral promises, conditions, representations, understandings, interpretations, or terms of any kind as conditions or inducements to the execution hereof or in effect between the parties.
- C. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- D. This Agreement shall be interpreted in accordance with the laws of the State of Florida.
- E. Time is of the essence with respect to the performance of all terms, conditions and provisions of this Agreement.
- F. Buyer and Seller shall each sign and deliver such other documents as may reasonably be required to effectuate this transaction.
- G. This Agreement may not be amended or modified except by the party to be charged therewith.
- H. In the event any provision hereof or any portion of any provision hereof shall be deemed to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not alter the remaining portion of any provision, or any other provision hereof, as each provision of this Agreement shall be deemed to be severable from all other provisions hereof.
- I. The waiver by any party hereto of any right granted to it hereunder shall not be deemed to be a waiver of any other right granted herein, nor shall same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.
- J. All exhibits attached to the Agreement are by this reference incorporated herein.

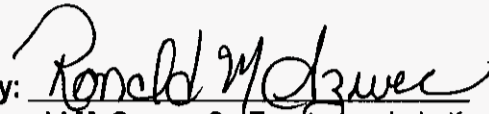
K. At the closing, Seller shall deliver or cause to be delivered to Buyer, at Seller's sole cost and expense, a certification, signed and acknowledged by Seller under penalties of perjury, certifying that Seller is not a non-resident, alien, foreign corporation, foreign partnership, foreign trust, foreign estate, or other foreign person within the meaning of Sections 1445 and 7701 of the Internal Revenue Code of 1986 and the Treasury Regulations thereunder.

BUYER:

SELLER:

**DEL WEBB'S SPRUCE CREEK
COMMUNITIES, INC., an Arizona
corporation**

By: 
Jay Thompson, Sr. Vice President


By: 
Ronald M. Szwec, Co-Trustee on behalf
of The Theodore Szwec, Sr. Trust dated
October 23, 1991

Dated: 4-7-99

Dated: 4/7/99

86-0843862
Social Security or Tax I.D. #

[REDACTED]
Social Security or Tax I.D. # **REDACTED**


Theodore C. Szwec, Co-Trustee on behalf
of The Theodore Szwec, Sr. Trust dated
October 23, 1991

Dated: _____

Dated: 4/7/99

[REDACTED]
Social Security or Tax I.D. #

EXHIBIT "A"
LEGAL DESCRIPTION

The following described land in Marion County, Florida:

The East 1/2 of SW 1/4 of SW 1/4 of SW 1/4 of Section 10, Township 17 South, Range 23 East, together with that perpetual right of way easement as set forth in Deed dated June 15, 1972, from Ruben Moorer and his wife, Ludie Moorer to Henry Moorer and his wife, Bernice Moorer, described as: Commencing at the SW corner of the East 1/2 of SW 1/4 of SW 1/4 of the SW 1/4 of Section 10, Township 17 South, Range 23 East; thence West 198.79 feet, thence North 25 feet, thence East 198.79 feet, thence South 25 feet to the Point of Beginning.

EXHIBIT "B"

LIMITED DURABLE POWER OF ATTORNEY

I, RONALD M. SZWEC and THEODORE C. SZWEC, CO-TRUSTEES of the THEODORE SZWEC, SR. TRUST, per the Trust Agreement dated October 23, 1991, hereby appoint Del Webb's Spruce Creek Communities, Inc., an Arizona corporation, as our attorney-in-fact to executive on my behalf any applications required by our attorney-in-fact to effect its intended development of the real property attached hereto as Exhibit "A" including, but not limited to, change of zoning, amendments to Marion County's Comprehensive Land Use Plan, preliminary plats, Development of Regional Impact or Florida Quality Development applications and applications to abrogate road reservations along Section and half Section lines.

This Limited Durable Power of Attorney shall not be affected by disability of the principals except as provided by Statute.

IN WITNESS WHEREOF, this Power of Attorney has been executed this 7th day of

APRIL, 1999.

[Signature]
Witness #1

[Signature]
RONALD M. SZWEC, Co-Trustee
on behalf of The Theodore Szvec, Sr.
Trust, Dated October 23, 1991

F. D. H. WICKENBORG, Jr
Printed Name

[Signature]
THEODORE C. SZWEC, Co-Trustee
on behalf of The Theodore Szvec, Sr.
Trust, Dated October 23, 1991

[Signature]
Witness #2

GREG KELLY
Printed Name

STATE OF Florida
COUNTY OF Marion

The foregoing instrument was acknowledged before me this 7th day of April, 1999, by RONALD M. SZWEC AND THEODORE C. SZWEC, who are personally known to me or produced passports as identification.

[Signature]
Notary Public



Return to:
Tim D. Haines
Post Office Box 3310
Ocala, FL 34478

This Instrument Prepared by:
Tim D. Haines/jp
Simmons, Hart & Shaehe
Post Office Box 3310
Ocala, FL 34478

_____[SPACE ABOVE THIS LINE FOR RECORDING DATA]_____

POWER OF ATTORNEY

STATE OF NEW JERSEY
COUNTY OF BERGEN

EXHIBIT "C"

I, THEODORE SZWEC, as Trustee under provisions of a certain Trust Agreement dated October 23, 1991, State of Florida, appoint DEL WEBB'S SPRUCE CREEK COMMUNITIES, INC., an Arizona corporation, and any president or vice-president thereof, my attorney-in-fact for me, and in my name, place, and stead, to execute any and all applications, affidavits, certifications, or other documents necessary to plat the real property described in Exhibit "A", rezone the real property described in Exhibit "A", amend the comprehensive land use plan as it pertains to the real property described in Exhibit "A", or otherwise take such steps or actions necessary or advisable to obtain Florida Quality Development ("FQD") approval for the real property described in Exhibit "A", or otherwise necessary or advisable to obtain any and all permits or other approvals necessary for development of the real property described in Exhibit "A" as a FQD or otherwise as a part of Spruce Creek Golf and Country Club. Without limiting the foregoing, I appoint my attorney-in-fact, for and in my name, to represent me fully in obtaining all necessary permits and approvals for development of the real property described in Exhibit "A" as a single family adult residential community, including, but not limited to, platting, rezoning, amendments to the Comprehensive Land Use Plan, FQD or Development of Regional Impact ("DRI") permitting and approval, water management district permitting and approval, and any other land use permitting and approval.

I grant to my attorney-in-fact full power and authority to perform all acts necessary to be done in and about the premises, as fully as I could do if personally present.

I give to my attorney-in-fact full power and authority to appoint a substitute to perform any of the acts that my attorney is by this instrument authorized to perform, with the right to revoke such appointment of substitute at pleasure. I give and grant to my attorney or its substitute full power and authority to do and perform everything proper and necessary to carry out and execute such power as I would do if personally present and acting in the premises.

I revoke all powers of attorney I have previously made authorizing any person to do any act relative to the real property described in Exhibit "A", or any part of said real property, and ratify and confirm whatsoever the attorney appointed by this writing or any of its substitutes appointed by it, may do in the premises by virtue of this writing.

The rights, powers, and authority of my attorney-in-fact to exercise any and all of the rights and powers granted shall commence and be in full force and effect on October 15, 1998, and such rights, powers and authorities shall remain in full force and effect from that date until October 15, 2000.

This power of attorney shall not be affected by disability of the principal.

Dated this 12 day of October, 1998.

Signed and delivered in our presence as witnesses:

Barbara J. Stone
Print Name: Barbara J. Stone

Print Name: _____

SEE ATTACHED
DURABLE Power of Attorney
DATED 9/17/96

THEODORE SZWEC, as Trustee under provisions of a certain Trust Agreement dated October 23, 1991

STATE OF Virginia
COUNTY OF Stafford

SEE BELOW # 1 & # 2
PER POA

The foregoing POWER OF ATTORNEY was acknowledged before me by THEODORE SZWEC, as Trustee under provisions of a certain Trust Agreement dated October 23, 1991, who is:

___ Personally known by me, OR

___ Produced _____ as identification.

Dated: this _____ day of _____, 1998.

Barbara J. Stone
Print Name: Barbara J. Stone
Notary Public, State of VA
Commission number _____
Commission expires 02/29/2000

#1 Ronald M. Szvec 10/7/98
POA

#2 Kirkland J. ... POA
10-12-0

Sworn to and subscribed before me
this 7th day of October 1998

Catherine Garcia

CATHERINE GARCIA
Notary Public of New Jersey
My Commission Expires Jan. 27, 1999

#12

FORM "A"
CERTIFIED LEGAL DESCRIPTION

An application for multiple parcels and/or multiple uses may require filing more than one certified legal description. Xeroxed copies of this form are acceptable for additional parcel descriptions. Complete one of these forms for each parcel, or portion of a parcel, proposed for amendment. A single legal description may be provided if all parcels are contiguous. If the requested change will result in more than one (1) land use designation on the parcel(s), provide a separate certified legal description for each resulting land use area.

Type, in the space provided below, the legal description which describes the parcel or portion of the parcel, submitted for amendment and identified by parcel # 45506 - 000 - 00, containing 5 acres, more or less. Legal descriptions exceeding the space provided may be submitted on a separate sheet attached to this form. The space must note that the legal description is attached as a separate sheet, and the separate sheet must bear the signature and seal of the registered/licensed professional executing the certification below.

See attached Exhibit "A".

This form must be signed and stamped/sealed by a State of Florida Professional Registered/Licensed Surveyor.

- I hereby certify that the above legal description is correct as to form and accurately describes the parcel as identified above.
- I hereby certify that the above legal description is correct as to form and accurately describes the portion of parcel as identified above.

Name: William S. Barley, P.S.M.
(Print)

Date: April 26, 1999

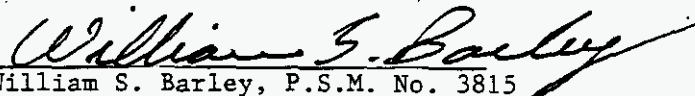
Surveyor Florida Registration/License Number: 3815

Signature: William S. Barley

EXHIBIT "A"
LEGAL DESCRIPTION

The following described land in Marion County, Florida:

The East 1/2 of SW 1/4 of SW 1/4 of SW 1/4 of Section 10, Township 17 South, Range 23 East, together with that perpetual right of way easement as set forth in Deed dated June 15, 1972, from Ruben Moorer and his wife, Ludie Moorer to Henry Moore and his wife, Bernice Moorer, described as: Commencing at the SW corner of the East 1/2 of SW 1/4 of SW 1/4 of the SW 1/4 of Section 10, Township 17 South, Range 23 East, thence West 198.79 feet, thence North 25 feet, thence East 198.79 feet, thence South 25 feet to the Point of Beginning.


William S. Barley, P.S.M. No. 3815

PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS

THIS PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS ("Agreement") is made this 21st day of August, 1998, between Del Webb's Spruce Creek Communities, Inc., an Arizona corporation ("Buyer"), and John E. Barnhart and Joyce Barnhart, husband and wife ("Seller"). The parties hereby agree that Seller shall sell and Buyer shall buy the real property described in Exhibit A attached hereto and incorporated herein by reference (the "Property") upon the following terms and conditions.

1. **PURCHASE PRICE:** Buyer and Seller acknowledge that the purchase price of the Property of \$26,000.00 ("Purchase Price") has been based on the purchase of five (5) acres at a price of \$5,000.00 per acre. If the number of acres as determined by a survey is less than or larger than the five (5) indicated, the Purchase Price shall be so adjusted at the above stipulated rate.

The Purchase Price shall be paid in the following manner:

- A. \$2,500.00 as earnest money to be deposited with an escrow agent to be selected by Buyer ("Escrow Agent") on the signing of this Agreement
- B. The balance of the Purchase Price to be paid to Seller at Close of Escrow (as such term is hereinafter defined).

All funds deposited by Buyer pursuant hereto shall be invested by Escrow Agent in such investments as may be directed from time to time by Buyer. All earnings on such invested funds shall belong to the party receiving said funds pursuant to the terms hereof (provided that if the purchase of the Property is consummated, Buyer shall receive a credit toward the Purchase Price, and a corresponding credit toward the cash payable by Buyer at closing, in the amount of the accrued interest) and shall be paid at such time as said party receives said funds. All references to earnest money in this Agreement shall be deemed to include earnings thereon.

2. **BROKER.** Buyer shall pay Mackenzie Realty ("Broker") a brokerage fee equal to five percent (5%) of the Purchase Price only upon consummation of this transaction. Buyer and Seller acknowledge that there is no other brokerage commission involved in this transaction. Buyer and Seller each indemnify and agrees to defend and hold harmless the other from and against any and all damages, losses, costs, expenses (including but not limited to court costs and reasonable attorneys' fees), and liability arising from any claim, demand, or suit by any other broker or finder, for commissions or finder's fees or for any similar charge because of any act of such indemnifying party or its representatives. Buyer's and Seller's obligations under this Paragraph shall, notwithstanding anything in this Agreement to the contrary, survive the Close of Escrow or the termination of this Agreement.

3. **TITLE REPORT - OWNERS TITLE POLICY.** The Escrow Agent shall, as soon as is reasonably possible after the opening of escrow, provide a preliminary title report (and all Schedule B items referenced therein) issued by the Escrow Agent's title insurer reflecting Seller's title, the requirements for closing escrow and issuing an ALTA Extended Coverage Policy of Title Insurance, and reflecting all easements, restrictions, reservations, liens or other matters of record. Said report shall provide for issuance to Buyer at closing, at Buyer's cost, an ALTA Standard Coverage Policy of Title Insurance in the full amount of the Purchase Price. Any additional premium for extended coverage and endorsements shall be paid by Buyer.

4. **TITLE EXAMINATION:** Buyer, at Buyer's expense, may have the Property surveyed and certified by a registered Florida surveyor. Buyer shall have thirty (30) days from the date of the receipt of the title report and survey (or ten (10) days after receipt of a title report amendment) in which to examine the same and make any objections thereto or disapprove of any exceptions or matters shown in said survey, preliminary title report or

amendment thereto. In the event the Buyer has any objections to any matter contained in said survey, preliminary title report or amendment, Buyer must file in writing with Seller and Escrow Agent objections to any such exceptions or the condition of Seller's title. The failure of Buyer to file same shall be deemed to mean approval of the survey, title report and condition of title. In the event any such objected to matter is not removed or any title defect not corrected by the time provided for closing, Buyer may either close escrow and accept the title as is, in which event such disapproval or objection is deemed waived, or Buyer may cancel and terminate the escrow and recover all earnest money paid, provided, however, in either event the Seller shall have no liability to Buyer with respect to such title defect if escrow closes or this Agreement is cancelled.

5. RIGHT TO EXAMINE: Buyer shall have the right to examine said property at any time after the execution of this Agreement with any persons whom it shall designate (including, without limitation, contractors and soil testing personnel). Seller shall permit access to said property to Buyer and the persons so designated by it, with the right to perform any tests upon said property that Buyer deems necessary or appropriate to determine whether said property can be utilized for the improvement to be made thereon.

6. SUBSEQUENT ACTS: The terms and provisions of this Agreement shall not merge with, be extinguished or otherwise affected by any subsequent conveyance or instrument by or between the parties hereto unless such instruments shall specifically so state and be signed by the parties hereto.

7. NOTICE: Any notice, demand or request which may be permitted, required or desired to be given in connection herewith shall be in writing and directed to Seller and to Buyer, deposited in U.S. mail, registered or certified, return receipt requested. Said notice shall be deemed effective upon receipt. A registered mail or certified mail receipt will be prima facie evidence of the giving of such notice on the date thereof.

BUYER: DEL WEBB'S SPRUCE CREEK COMMUNITIES, INC.
8501 S.E. 140th Lane Road
Summerfield, Florida 34491
Attn: Mr. Jay Thompson

With a copy to: DEL WEBB CORPORATION
6001 N. 24th Street
Phoenix, Arizona 85016
Attn: Brian Hegardt, Esq.

SELLER Robert Joyce Barnhart
6311 Mayo St
Hwd Fl. 33023
Attn: _____

8. NO PARTNERSHIP, THIRD PERSON: It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other similar arrangement between Seller and Buyer. No term or provision of this Agreement is intended to, or shall be for the benefit of any person, firm, corporation or other entity not a party hereto (including, without limitation, any broker), and no such party shall have any right or cause of action hereunder.

9. FEASIBILITY STUDY: On or before thirty (30) days from the opening of escrow, Buyer shall complete a study of the costs and feasibility of developing the Property for the Buyer's intended use. In the event Buyer determines in its sole discretion that it is not feasible to develop the Property, then the Buyer shall so notify Escrow Agent to terminate this Agreement, receive a refund of the earnest money deposit, and neither party shall have liability to the other.

10. **ASSIGNMENT:** Buyer shall not have the right to assign its right and obligations granted under this Agreement to a third party unless consented to by Seller in Seller's reasonable discretion.

11. **SPECIAL CONDITIONS:** Buyer's obligation to close this escrow for the purchase of said property is subject to the fulfillment prior to the Close of Escrow of the following conditions:

(a) Buyer obtaining the necessary zoning and site plan approval to permit development on the subject parcel including, without limitation, FQD approval from Marion County and the State of Florida Department of Community Affairs (hereinafter collectively referred to as "FQD Approval"). Buyer shall promptly apply for the necessary zoning and site plan approval to permit the development on the Property. In the event Buyer is unable to secure such zoning and site plan approval by Close of Escrow, Buyer shall have the right to cancel this Agreement and receive a refund of all earnest money.

(b) Buyer purchasing and acquiring the real property described in Exhibit B attached hereto and incorporated by reference (the "Other Property"). In the event Buyer does not acquire the Other Property by Close of Escrow, Buyer shall have the right to cancel this Agreement and receive a refund of all earnest money.

12. **SELLER WARRANTIES:** Seller represents, warrants and covenants to Buyer that as of the date of this Agreement:

- A. Seller has received no notice of any actions, suits, proceedings or investigations against or relating to the Property in any court or before any federal, state, county or other governmental department, agency, commission, board or bureau.
- B. There are no dry wells or other wells or storage tanks located or drilled on the Property.
- C. Seller has not committed or knowingly permitted to occur any waste upon the Property, nor has Seller, in violation of any Environmental Law, used, generated, manufactured, produced, stored or released on, under, or about the Property or transferred to or from the Property, any hazardous substance or knowingly permitted any third party to do so. As used herein the following terms shall have the meanings specified. The term "Hazardous Substance" shall include all substances, materials and wastes that are, or that become, regulated under, or classified as hazardous or toxic under any Environmental Law; provided, however, that such term shall not, as used herein, include any chemicals or materials used in normal farming operations. The term "Environmental Law" shall mean any federal, state or local statute, ordinance, or regulation pertaining to health, industrial hygiene, or the environment, and all rules adopted and guidelines promulgated pursuant to the foregoing. The term "Release" shall mean any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping.
- D. There are no leases, rights or claims of possession or other agreements, oral or written, affecting the Property.
- E. There are no condemnation proceedings threatened or pending with respect to any part of the Property.
- F. There is permanent and legal access to the Property.

- G. Other than as reflected in the existing zoning and stipulations thereto, there are no agreements with governmental authority or any other person, firm, corporation or other entity existing or contemplated respecting the property which would require work to be done thereon or would restrict, limit, or, in any way affect the development of the Property.
- H. Seller has the right, power, legal capacity and authority to enter into this Agreement and to sell, assign, transfer and convey the Property to Buyer. When executed, this Agreement will constitute the valid and binding obligation of Seller enforceable in accordance with its terms.
- I. Seller has not obligated itself in any manner to convey the Property or any portion thereof to any party other than Buyer.
- J. The execution, delivery, and performance by Seller of this Agreement is not precluded by, and will not violate any law, statute, rule, or regulation, or any judgment, order, decree, writ, or injunction of any court, governmental department, commission, board, bureau, agency, or instrumentality, and will not result in the breach of or default under any agreement, mortgage, contract, undertaking, or other instrument or document to which Seller is a party or by which Seller is bound or to which Seller or any portion of the Property is subject.

The representations and warranties of Seller contained in this section and elsewhere in this Agreement are and will be true and correct as of the closing date, and shall survive the closing. In the event Seller or Buyer discovers that any representation or warranty is not true and accurate as of the closing, then each shall notify the other and Buyer shall have the right to cancel this Agreement by giving notice in writing to Seller and Escrow Agent, in which event any documents and sums deposited by Buyer with Escrow Agent, together with any interest on the earnest money, shall be immediately returned to Buyer and thereafter neither party shall have any further obligation to the other under this Agreement. If, after the closing, Buyer discovers that any representation or warranty was not true and accurate as of the closing, then in addition to any right or remedy provided hereunder, Buyer shall be entitled to pursue any actions at law or in equity to which Buyer is entitled. Notwithstanding the foregoing, Seller shall not voluntarily commit any act which would cause any of its warranties to become untrue between the date hereof and the closing. At the closing, Seller shall furnish to Buyer, Seller's executed certificate verifying the truth and accuracy of all of the representations and warranties of Seller as of the closing date.

13. CLOSE OF ESCROW: The time for the closing of this escrow is the earlier of (i) ten (10) days from the fulfillment of all the conditions of Paragraph 11, or (ii) twenty-four (24) months from the date hereof (the "Close of Escrow").

Buyer and Seller may mutually agree to close sooner.

14. CONVEYANCE OF TITLE: Seller agrees to convey to Buyer, good, marketable and indefeasible title to the Property by General Warranty Deed, subject only to those matters approved or deemed approved by Buyer in said preliminary title report.

15. POSSESSION: Seller agrees to deliver and convey possession of the Property to Buyer at the time of the close of escrow.

16. ENCUMBRANCE: Seller agrees that all funds paid by Buyer through this Agreement will be distributed first to retire the underlying indebtedness of Seller prior to any funds being paid to Seller. Seller warrants that the funds due under this Agreement are sufficient to retire Seller's underlying obligations.

17. **NON-PERFORMANCE:** If Buyer fails to close for reasons which constitute a default on the part of the Buyer, Seller shall cause to be forfeited all earnest monies theretofore deposited by Buyer, to be retained by Seller as liquidated damages as Seller's only remedy, and upon actual receipt by Seller from the title company of said earnest monies and this Agreement and the escrow executed pursuant thereto shall cease and come to an end and neither party shall have any claim or cause of action against the other.

18. **SPECIFIC PERFORMANCE:** In the event of a default hereunder by Seller, Buyer may elect to seek specific performance of this Agreement.

19. **DATE OF PERFORMANCE:** If the date of performance of any obligation or the last day of any time period provided for herein should fall on a Saturday, Sunday, or legal holiday, then said obligation shall be due and owing, and said time period shall expire on the first day thereafter, which is not a Saturday, Sunday, or legal holiday. Except as may otherwise be set forth herein, any performance provided for herein shall be timely made if completed no later than 5:00 pm (Eastern Standard Time) on the day of performance. The funds required from Buyer and all acts required of Buyer in order to close escrow pursuant hereto shall be deposited with Escrow Agent and be performed no later than 5:00 pm, Eastern Standard Time, on the closing date and shall be available for immediate distribution to Seller at closing.

20. **FURTHER DOCUMENTS:** Buyer and Seller shall execute and deliver all such documents and perform all such acts as reasonably requested by the other party from time to time, prior to and following the closing, to carry out the matters contemplated by this Agreement.

21. **TERMINATION:** This Agreement shall be deemed null and void if not signed and deposited with Escrow Agent on or before August 28, 1998.

22. **ATTORNEYS' FEES:** In the event either Buyer or Seller deems it necessary to employ an attorney to enforce any of the terms or provisions of this Agreement, or for the breach thereof, whether or not a lawsuit be filed, the defaulting party agrees to pay to the prevailing party all reasonable attorneys' fees, costs and expenses, the amount thereof to be fixed by the court without a jury.

23. **CONDEMNATION:** In the event of the condemnation (or sale in lieu thereof) prior to the Close of Escrow of any portion of the property, Buyer shall have the option to either:

- A. Cancel this Agreement by giving written notice thereof to Seller and Escrow Agent within ten (10) days of receipt of Seller's notice of its receipt of an offer or award from the condemning authority, or the Close of Escrow, whichever is earlier; or
- B. Buyer may proceed with the closing and pay the total sales price provided herein, in which event Buyer shall receive all awards or payments made for the property by the condemning authority. In the event Buyer cancels the escrow as permitted by this Paragraph, the earnest money deposit shall be returned to Buyer.

See RE 11/18/98

24. **POWER OF ATTORNEY:** Seller shall provide Buyer with a power of attorney authorizing Buyer to execute all documents required of the property owner to obtain FQD Approval for the Property and to otherwise obtain all other permits and approvals necessary for the development of the Property. In the event a power of attorney is not acceptable as a substitute for Seller's signature, Seller agrees to execute any such documents.

25. **DISCLOSURES:**

A. Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding Radon or Radon testing may be obtained from your County Public Health unit.

B. Buyer may have determined the energy efficiency rating of the residential building, if any is located on the Property.

C. If the Property includes pre-1978 residential housing, then a residential lead-based hazard disclosure is attached hereto as Exhibit C.

26. EXPENSES; PRORATIONS: Documentary stamps on the deed and recording of corrective instruments shall be paid by Buyer. Escrow fees shall be paid one-half by Seller and one-half by Buyer. Taxes, assessments, rent and other expenses of the Property shall be prorated through the day before closing. All other prorations and expenses shall be allocated as is customary in Marion County, Florida.

27. MISCELLANEOUS PROVISIONS:

A. This is the entire agreement between the parties with respect to this transaction.

B. There are no oral promises, conditions, representations, understandings, interpretations, or terms of any kind as conditions or inducements to the execution hereof or in effect between the parties.

C. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

D. This Agreement shall be interpreted in accordance with the laws of the State of Florida.

E. Time is of the essence with respect to the performance of all terms, conditions and provisions of this Agreement.

F. Buyer and Seller shall each sign and deliver such other documents as may reasonably be required to effectuate this transaction.

G. This Agreement may not be amended or modified except by the party to be charged therewith.

H. In the event any provision hereof or any portion of any provision hereof shall be deemed to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not alter the remaining portion of any provision, or any other provision hereof, as each provision of this Agreement shall be deemed to be severable from all other provisions hereof.

I. The waiver by any party hereto of any right granted to it hereunder shall not be deemed to be a waiver of any other right granted herein, nor shall same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

J. All exhibits attached to the Agreement are by this reference incorporated herein.

K. At the closing, Seller shall deliver or cause to be delivered to Buyer, at Seller's sole cost and expense, a certification, signed and acknowledged by Seller under penalties of perjury, certifying that Seller is not a non-resident, alien,

foreign corporation, foreign partnership, foreign trust, foreign estate, or other foreign person within the meaning of Sections 1445 and 7701 of the Internal Revenue Code of 1986 and the Treasury Regulations thereunder.

BUYER:

DEL WEBB'S SPRUCE CREEK
COMMUNITIES, INC., an Arizona
corporation

By: Jay Thompson
Jay Thompson, Sr. Vice President

Dated: 8/21/98

86-0530275
Social Security or Tax I.D. #

SELLER:

By: John E. Barnhart
John E. Barnhart

By: Joyce Barnhart
Joyce Barnhart

Dated: 8/28/98

[REDACTED]
Social Security or Tax I.D. #

[REDACTED]
Social Security or Tax I.D. #

REDACTED

EXHIBIT "A"
LEGAL DESCRIPTION

The following described land in Marion County, Florida:

The SE 1/4 of the SE 1/4 of the SW 1/4, except the North 329.43 feet thereof of Section 10,
Township 17 South, Range 23 East.

EXHIBIT "B"
OTHER PROPERTY

The following described land in Marion County, Florida:

Parcel 1:

The SW 1/4 of the SE 1/4 of the SW 1/4 of Section 10, Township 17 South, Range 23 East.

Parcel 2:

The North 263.50 feet of the SE 1/4 of SE 1/4 of the SW 1/4 of Section 10, Township 17 South, Range 23 East, together with an exclusive easement for right of way purposes over and across the following described real property: The East 20 feet of the SE 1/4 of the SE 1/4 of the SW 1/4 of Section 10, Township 17 South, Range 23 East, except the North 263.50 feet thereof.

Parcel 3:

The North 263.50 feet of the SE 1/4 of SE 1/4 of the SW 1/4 of Section 10, Township 17 South, Range 23 East, together with an exclusive easement for right of way purposes over and across the following described real property: The East 20 feet of the SE 1/4 of the SE 1/4 of the SW 1/4 of Section 10, Township 17 South, Range 23 East, except the North 263.50 feet thereof.

With reference to page 5, paragraph 24 Seller must be in agreement with and notified in advance, in writing, of any and every instance where the power of attorney will be used. The purpose of this stipulation is to prevent Buyer from creating any encumbrances, restrictions, or changes whatsoever, to the current condition of the subject property, which could possibly be irreversible or damaging to the Seller in the event this agreement became void and no closing transpired between Buyer and Seller.

J.B. / J.B.
J.B.

LIMITED DURABLE POWER OF ATTORNEY

We, JOHN E. BARNHART & JOYCE BARNHART, hereby appoint Del Webb's Spruce Creek Communities, Inc., an Arizona corporation, as our attorney-in-fact to execute on our behalf any applications required by our attorney-in-fact to effect its intended development of the real property attached hereto as Exhibit A including, but not limited to, change of zoning, amendments to Marion County's Comprehensive Land Use Plan, preliminary plats, Development of Regional Impact or Florida quality Development applications and applications to abrogate road reservations along Section and half Section lines.

This Limited Durable Power of Attorney shall not be affected by disability of the principals except as provided by Statute.

IN WITNESS WHEREOF, this Power of Attorney has been executed this 15th day of April, 1999.

[Signature]
Witness #1

Wendi A Lynch

Printed Name

[Signature]
Witness #2

Dorothy Rockwell
Printed Name

[Signature]
JOHN E. BARNHART

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 15th day of April, 1999, by JOHN E. BARNHART, who is personally known to me or produced Florida DL as identification.

[Signature]
Witness #1

Wendi A. Lynch

Printed Name

[Signature]
Witness #2

Dorothy Rockwell
Printed Name

[Signature]
Notary Public

[Signature]
JOYCE BARNHART

Dominica L. Horvath
My Commission CC85132
Expires November 6, 2001

The foregoing instrument was acknowledged before me this 15th day of April, 1999, by JOYCE BARNHART, who is personally known to me or produced Florida DL as identification.

[Signature]
Witness #1

[Signature]
Notary Public

Dominica L. Horvath

LARGE SCALE COMPREHENSIVE PLAN MAP AMENDMENT APPLICATION PACKET

FORM "A"
CERTIFIED LEGAL DESCRIPTION

An application for multiple parcels and/or multiple uses may require filing more than one certified legal description. Xeroxed copies of this form are acceptable for additional parcel descriptions. Complete one of these forms for each parcel, or portion of a parcel, proposed for amendment. A single legal description may be provided if all parcels are contiguous. If the requested change will result in more than one (1) land use designation on the parcel(s), provide a separate certified legal description for each resulting land use area.

Type, in the space provided below, the legal description which describes the parcel or portion of the parcel submitted for amendment and identified by parcel # 45509 - 000 - 01, containing 5.06 acres, more or less. Legal descriptions exceeding the space provided may be submitted on a separate sheet attached to this form. The space must note that the legal description is attached as a separate sheet, and the separate sheet must bear the signature and seal of the registered/licensed professional executing the certification below.

See attached Exhibit "A".

This form must be signed and stamped/sealed by a State of Florida Professional Registered/Licensed Surveyor.

- I hereby certify that the above legal description is correct as to form, and accurately describes the parcel, as identified above.
- I hereby certify that the above legal description is correct as to form, and accurately describes the portion of parcel as identified above.

Name: William S. Barley, P.S.M.
(Print)

Date: April 22, 1999

Surveyor Florida Registration/License Number: 3815

Signature: William S. Barley

EXHIBIT "A"
LEGAL DESCRIPTION

THE FOLLOWING DESCRIBED LAND IN MARION COUNTY, FLORIDA.

THE SE 1/4 OF THE SE 1/4 OF THE SW 1/4, EXCEPT THE NORTH 329.43 FEET
THEREOF OF SECTION 10, TOWNSHIP 17 SOUTH, RANGE 23 EAST.


William S. Barley, P.S.M. No. 3815

PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS

THIS PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS ("Agreement") is made this 31st day of March 1999, between Del Webb's Spruce Creek Communities, Inc., an Arizona corporation ("Buyer"), and Doris E. Whigham and John A. Haskell, Jr. (collectively, "Seller"). The parties hereby agree that Seller shall sell and Buyer shall buy the real property described in Exhibit A attached hereto and incorporated herein by reference (the "Property") upon the following terms and conditions.

1. **PURCHASE PRICE:** Buyer and Seller acknowledge that the purchase price of the Property of \$150,000.00 ("Purchase Price") has been based on the purchase of twenty (20) acres at a price of \$7,500.00 per acre. If the number of acres as determined by a survey is less than or larger than the twenty (20) indicated, the purchase Price shall be so adjusted at the above stipulated rate.

The Purchase Price shall be paid in the following manner:

- A. \$15,000.00 as earnest money to be deposited with an escrow agent to be selected by Buyer ("Escrow Agent") on the signing of this Agreement.
- B. The balance of the Purchase Price to be paid to Seller at Close of Escrow (as such term is hereinafter defined).

All funds deposited by Buyer pursuant hereto shall be invested by Escrow Agent in such investments as may be directed from time to time by Buyer. All earnings on such invested funds shall belong to the party receiving said funds pursuant to the terms hereof (provided that if the purchase of the Property is consummated, Buyer shall receive a credit toward the Purchase Price, and a corresponding credit toward the cash payable by Buyer at closing, in the amount of the accrued interest) and shall be paid at such time as said party receives said funds. All references to earnest money in this Agreement shall be deemed to include earnings thereon.

2. **BROKER:** Buyer shall pay Mackenzie Realty ("Broker") a brokerage fee equal to five percent (5%) of the Purchase Price only upon consummation of this transaction. Buyer and Seller acknowledge that there is no other brokerage commission involved in this transaction. Buyer and Seller each indemnify and agrees to defend and hold harmless the other from and against any and all damages, losses, costs, expenses (including but not limited to court costs and reasonable attorneys' fees), and liability arising from any claim, demand, or suit by any other broker or finder, for commissions or finder's fees or for any similar charge because of any act of such indemnifying party or its representatives. Buyer's and Seller's obligations under this Paragraph shall, notwithstanding anything in this Agreement to the contrary, survive the Close of Escrow or the termination of this Agreement.

3. **TITLE REPORT - OWNERS TITLE POLICY:** The Escrow Agent shall, as soon as is reasonably possible after the opening of escrow, provide a preliminary title report (and all Schedule B items referenced therein) issued by the Escrow Agent's title insurer reflecting Seller's title, the requirements for closing escrow and issuing an ALTA Extended Coverage Policy of Title Insurance, and reflecting all easements, restrictions, reservations, liens or other matters of record. Said report shall provide for issuance to Buyer at closing, at Buyer's cost, an ALTA Standard Coverage Policy of Title Insurance in the full amount of the Purchase Price. Any additional premium for extended coverage and endorsements shall be paid by Buyer.

4. **TITLE EXAMINATION:** Buyer, at Buyer's expense, may have the Property surveyed and certified by a registered Florida surveyor. Buyer shall have sixty (60) days from the date of the receipt of the title report and survey (or ten (10) days after receipt of a title report amendment) in which to examine the same and make any objections thereto or disapprove of any exceptions or matters shown in said survey, preliminary title report or amendment thereto. In the event the Buyer has any objections to any matter contained in said survey, preliminary title report or amendment, Buyer must file in writing with Seller and Escrow Agent objections to any such exceptions or the condition of Seller's title. The failure of Buyer to file same shall be deemed to mean approval of the survey, title report and condition of title. In the event any such objected to matter is not removed or any title defect not corrected by the time provided for closing, Buyer may either close escrow and accept the title as is, in which event such disapproval or objection is deemed waived, or Buyer may cancel and terminate the escrow and recover all earnest money paid; provided, however, in either event

the Seller shall have no liability to Buyer with respect to such title defect if escrow closes or this Agreement is cancelled.

5. RIGHT TO EXAMINE: Buyer shall have the right to examine said property at any time after the execution of this Agreement with any persons whom it shall designate (including, without limitation, contractors and soil testing personnel). Seller shall permit access to said property to Buyer and the persons so designated by it, with the right to perform any tests upon said property that Buyer deems necessary or appropriate to determine whether said property can be utilized for the improvement to be made thereon.

Buyer shall, upon Seller's request, return the property to substantially the same condition the property was in prior to such examination. Buyer shall indemnify, defend and hold harmless Seller for any claims or damages arising from Buyer's examination of the property pursuant to this Paragraph.

6. SUBSEQUENT ACTS: The terms and provisions of this Agreement shall not merge with, be extinguished or otherwise affected by any subsequent conveyance or instrument by or between the parties hereto unless such instruments shall specifically so state and be signed by the parties hereto.

7. NOTICE: Any notice, demand or request which may be permitted, required or desired to be given in connection herewith shall be in writing and directed to Seller and to Buyer, deposited in U.S. mail, registered or certified, return receipt requested. Said notice shall be deemed effective upon receipt. A registered mail or certified mail receipt will be prima facie evidence of the giving of such notice on the date thereof.

BUYER: DEL WEBB'S SPRUCE CREEK COMMUNITIES, INC.
8501 S.E. 140th Lane Road
Summerfield, Florida 34491
Attn: Mr. Jay Thompson

With a copy to: DEL WEBB CORPORATION
6001 N. 24th Street
Phoenix, Arizona 85016
Attn: Brian Hegardt, Esq.

SELLER: MRS. DORIS WAIGHTMAN
11999 S.E. 92ND TERR.
BELLEVIEW, FL 34420
Attn: _____

8. NO PARTNERSHIP, THIRD PERSON: It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other similar arrangement between Seller and Buyer. No term or provision of this Agreement is intended to, or shall be for the benefit of any person, firm, corporation or other entity not a party hereto (including, without limitation, any broker), and no such party shall have any right or cause of action hereunder.

9. FEASIBILITY STUDY: On or before sixty (60) days from the opening of escrow, Buyer shall complete a study of the costs and feasibility of developing the Property for the Buyer's intended use. In the event Buyer determines in its sole discretion that it is not feasible to develop the Property, then the Buyer shall so notify Escrow Agent to terminate this Agreement, receive a refund of the earnest money deposit, and neither party shall have liability to the other.

10. ASSIGNMENT: Buyer shall not have the right to assign its right and obligations granted under this Agreement to a third party unless consented to by Seller in Seller's reasonable discretion.

11. SPECIAL CONDITIONS: Buyer's obligation to close this escrow for the purchase of said property is subject to the fulfillment prior to the Close of Escrow of the following conditions:

(a) Buyer obtaining the necessary zoning and site plan approval to permit development on the subject parcel including, without limitation, FQD approval from Marion County and the State of Florida Department of Community Affairs (hereinafter collectively referred to as "FQD Approval"). Buyer shall promptly apply for the necessary zoning and site plan approval to permit the development on the

Property. In the event Buyer is unable to secure such zoning and site plan approval by Close of Escrow, Buyer shall have the right to cancel this Agreement and receive a refund of all earnest money.

12. SELLER WARRANTIES: Seller represents, warrants and covenants to Buyer that as of the date of this Agreement:

- A. Seller has received no notice of any actions, suits, proceedings or investigations against or relating to the Property in any court or before any federal, state, county or other governmental department, agency, commission, board or bureau.
- B. There are no dry wells or other wells or storage tanks located or drilled on the Property.
- C. Seller has not committed or knowingly permitted to occur any waste upon the Property, nor has Seller, in violation of any Environmental Law, used, generated, manufactured, produced, stored or released on, under, or about the Property or transferred to or from the Property, any hazardous substance or knowingly permitted any third party to do so. As used herein the following terms shall have the meanings specified. The term "Hazardous Substance" shall include all substances, materials and wastes that are, or that become, regulated under, or classified as hazardous or toxic under any Environmental Law; provided, however, that such term shall not, as used herein, include any chemicals or materials used in normal farming operations. The term "Environmental Law" shall mean any federal, state or local statute, ordinance, or regulation pertaining to health, industrial hygiene, or the environment, and all rules adopted and guidelines promulgated pursuant to the foregoing. The term "Release" shall mean any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping.
- D. There are no leases, rights or claims of possession or other agreements, oral or written, affecting the Property.
- E. There are no condemnation proceedings threatened or pending with respect to any part of the Property.
- F. There is permanent and legal access to the Property.
- G. Other than as reflected in the existing zoning and stipulations thereto, there are no agreements with governmental authority or any other person, firm, corporation or other entity existing or contemplated respecting the property which would require work to be done thereon or would restrict, limit, or, in any way affect the development of the Property.
- H. Seller has the right, power, legal capacity and authority to enter into this Agreement and to sell, assign, transfer and convey the Property to Buyer. When executed, this Agreement will constitute the valid and binding obligation of Seller enforceable in accordance with its terms.
- I. Seller has not obligated itself in any manner to convey the Property or any portion thereof to any party other than Buyer.
- J. The execution, delivery, and performance by Seller of this Agreement is not precluded by, and will not violate any law, statute, rule, or regulation, or any judgment, order, decree, writ, or injunction of any court, governmental department, commission, board, bureau, agency, or instrumentality, and will not result in the breach of or default under any agreement, mortgage, contract, undertaking, or other instrument or document to which Seller is a party or by which Seller is bound or to which Seller or any portion of the Property is subject.

The representations and warranties of Seller contained in this section and elsewhere in this Agreement are and will be true and correct as of the closing date, and shall survive the closing. In the event Seller or Buyer discovers that any representation or warranty is not true and accurate as of the closing, then each shall notify the other and Buyer shall have the right to cancel this Agreement by giving notice in writing to Seller and Escrow Agent, in which event any documents and sums deposited by Buyer with Escrow Agent, together with any interest on the earnest money, shall be immediately returned to Buyer and thereafter neither party shall have any further obligation to the other under this Agreement. If, after the closing, Buyer discovers that any representation or warranty was not true and accurate as of the

closing, then in addition to any right or remedy provided hereunder, Buyer shall be entitled to pursue any actions at law or in equity to which Buyer is entitled. Notwithstanding the foregoing, Seller shall not voluntarily commit any act which would cause any of its warranties to become untrue between the date hereof and the closing. At the closing, Seller shall furnish to Buyer, Seller's executed certificate verifying the truth and accuracy of all of the representations and warranties of Seller as of the closing date.

13. CLOSE OF ESCROW: The time for the closing of this escrow is the earlier of (i) ten (10) days from the fulfillment of all the conditions of Paragraph 11, or (ii) twenty-four (24) months from the date hereof (the "Close of Escrow").

Buyer and Seller may mutually agree to close sooner.

14. CONVEYANCE OF TITLE: Seller agrees to convey to Buyer, good, marketable and indefeasible title to the Property by General Warranty Deed, subject only to those matters approved or deemed approved by Buyer in said preliminary title report.

15. POSSESSION: Seller agrees to deliver and convey possession of the Property to Buyer within 120 days of the close of escrow; provided, however, Buyer hereby grants Seller a license to occupy the Property for a period of 120 days after the close of escrow. During said period, Seller may remove from the Property all of Seller's improvements including mobile homes, buildings, pumps, and fencing (but excluding any trees or any marketable soft or hardwood timber).

16. ENCUMBRANCE: Seller agrees that all funds paid by Buyer through this Agreement will be distributed first to retire the underlying indebtedness of Seller prior to any funds being paid to Seller. Seller warrants that the funds due under this Agreement are sufficient to retire Seller's underlying obligations.

17. NON-PERFORMANCE: If Buyer fails to close for reasons which constitute a default on the part of the Buyer, Buyer shall cause to be forfeited all earnest monies theretofore deposited by Buyer, to be retained by Seller as liquidated damages as Seller's only remedy, and upon actual receipt by Seller from the title company of said earnest monies and this Agreement and the escrow executed pursuant thereto shall cease and come to an end and neither party shall have any claim or cause of action against the other.

18. SPECIFIC PERFORMANCE: In the event of a default hereunder by Seller, Buyer may elect to seek specific performance of this Agreement.

19. DATE OF PERFORMANCE: If the date of performance of any obligation or the last day of any time period provided for herein should fall on a Saturday, Sunday, or legal holiday, then said obligation shall be due and owing, and said time period shall expire on the first day thereafter, which is not a Saturday, Sunday, or legal holiday. Except as may otherwise be set forth herein, any performance provided for herein shall be timely made if completed no later than 5:00 pm (Eastern Standard Time) on the day of performance. The funds required from Buyer and all acts required of Buyer in order to close escrow pursuant hereto shall be deposited with Escrow Agent and be performed no later than 5:00 pm, Eastern Standard Time, on the closing date and shall be available for immediate distribution to Seller at closing.

20. FURTHER DOCUMENTS: Buyer and Seller shall execute and deliver all such documents and perform all such acts as reasonably requested by the other party from time to time, prior to and following the closing, to carry out the matters contemplated by this Agreement.

21. TERMINATION: This Agreement shall be deemed null and void if not signed and deposited with Escrow Agent on or before April 6, 1999.

22. ATTORNEYS' FEES: In the event either Buyer or Seller deems it necessary to employ an attorney to enforce any of the terms or provisions of this Agreement, or for the breach thereof, whether or not a lawsuit be filed, the defaulting party agrees to pay to the prevailing party all reasonable attorneys' fees, costs and expenses, the amount thereof to be fixed by the court without a jury.

23. CONDEMNATION: In the event of the condemnation (or sale in lieu thereof) prior to the Close of Escrow of any portion of the property, Buyer shall have the option to either:

- A. Cancel this Agreement by giving written notice thereof to Seller and Escrow Agent within ten (10) days of receipt of Seller's notice of its receipt of an offer or award from the condemning authority, or the Close of Escrow, whichever is earlier; or
- B. Buyer may proceed with the closing and pay the total sales price provided herein, in which event Buyer shall receive all awards or payments made for the property by the condemning authority. In the event Buyer cancels the escrow as permitted by this Paragraph, the earnest money deposit shall be returned to Buyer.

24. POWER OF ATTORNEY: Seller shall provide Buyer with a limited power of attorney, in the form attached hereto as Exhibit B, authorizing Buyer to execute all documents required of the property owner to obtain FQD Approval for the Property and to otherwise obtain all other permits and approvals necessary for the development of the Property. In the event a power of attorney is not acceptable as a substitute for Seller's signature, Seller agrees to execute any such documents.

25. DISCLOSURES:

- A. Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding Radon or Radon testing may be obtained from your County Public Health unit.
- B. Buyer may have determined the energy efficiency rating of the residential building, if any is located on the Property.
- C. If the Property includes pre-1978 residential housing, then a residential lead-based hazard disclosure is attached hereto as Exhibit C.

26. EXPENSES; PRORATIONS: Documentary stamps on the deed and recording of corrective instruments shall be paid by Buyer. Escrow fees shall be paid Buyer. Taxes, assessments, rent and other expenses of the Property shall be prorated through the day before closing. All other prorations and expenses shall be allocated as is customary in Marion County, Florida.

27. MISCELLANEOUS PROVISIONS:


- A. This is the entire agreement between the parties with respect to this transaction.
- B. There are no oral promises, conditions, representations, understandings, interpretations, or terms of any kind as conditions or inducements to the execution hereof or in effect between the parties.
- C. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- D. This Agreement shall be interpreted in accordance with the laws of the State of Florida.
- E. Time is of the essence with respect to the performance of all terms, conditions and provisions of this Agreement.
- F. Buyer and Seller shall each sign and deliver such other documents as may reasonably be required to effectuate this transaction.
- G. This Agreement may not be amended or modified except by the party to be charged therewith.
- H. In the event any provision hereof or any portion of any provision hereof shall be deemed to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not alter the remaining portion of any provision, or any other provision hereof, as each provision of this Agreement shall be deemed to be severable from all other provisions hereof.

- I. The waiver by any party hereto of any right granted to it hereunder shall not be deemed to be a waiver of any other right granted herein, nor shall same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.
- J. All exhibits attached to the Agreement are by this reference incorporated herein.
- K. At the closing, Seller shall deliver or cause to be delivered to Buyer, at Seller's sole cost and expense, a certification, signed and acknowledged by Seller under penalties of perjury, certifying that Seller is not a non-resident, alien, foreign corporation, foreign partnership, foreign trust, foreign estate, or other foreign person within the meaning of Sections 1445 and 7701 of the Internal Revenue Code of 1986 and the Treasury Regulations thereunder.

BUYER:

SELLER:

DEL WEBB'S SPRUCE CREEK
COMMUNITIES, INC., an Arizona
corporation

By: 
Jay Thompson, Sr. Vice President

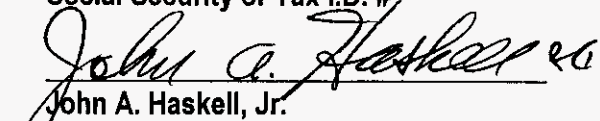
By: 
Doris E. Whigham,

Dated: 4/5/99

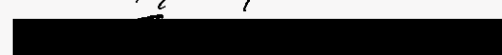
Dated: 4/2/99

86-0843862
Social Security or Tax I.D. #


Social Security or Tax I.D. #


John A. Haskell, Jr.

Dated: 4/2/99


Social Security or Tax I.D. #

REDACTED

EXHIBIT "A"
LEGAL DESCRIPTION

The following described land in Marion County, Florida:

W $\frac{1}{2}$ of NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Sec. 3, Twp. 17 South, Rng. 23 East

EXHIBIT "B"

LIMITED DURABLE POWER OF ATTORNEY

We, DORIS E. WHIGHAM AND JOHN A. HASKELL, JR., hereby appoint Del Webb's Spruce Creek Communities, Inc., an Arizona corporation, as our attorney-in-fact to executive on our behalf any applications required by our attorney-in-fact to effect its intended development of the real property attached hereto as Exhibit "A" including, but not limited to, change of zoning, amendments to Marion County's Comprehensive Land Use Plan, preliminary plats, Development of Regional Impact or Florida Quality Development applications and applications to abrogate road reservations along Section and half Section lines.

This Limited Durable Power of Attorney shall not be affected by disability of the principals except as provided by Statute.

IN WITNESS WHEREOF, this Power of Attorney has been executed this 2nd day of APRIL, 1999.

[Signature]
Witness #1

F.D.H. MacKenzie, Jr.
Printed Name

[Signature]
Witness #2

GREG KELLY
Printed Name

[Signature]
DORIS E. WHIGHAM

[Signature]
JOHN A. HASKELL, JR.

STATE OF Florida
COUNTY OF Marion

The foregoing instrument was acknowledged before me this 2nd day of April, 1999, by DORIS E. WHIGHAM AND JOHN A. HASKELL, JR., who is personally known to me or produced Drivers License as identification.

[Signature]
Notary Public



EXHIBIT "B"

LIMITED DURABLE POWER OF ATTORNEY

We, DORIS E. WHIGHAM AND JOHN A. HASKELL, JR., hereby appoint Del Webb's Spruce Creek Communities, Inc., an Arizona corporation, as our attorney-in-fact to executive on our behalf any applications required by our attorney-in-fact to effect its intended development of the real property attached hereto as Exhibit "A" including, but not limited to, change of zoning, amendments to Marion County's Comprehensive Land Use Plan, preliminary plats, Development of Regional Impact or Florida Quality Development applications and applications to abrogate road reservations along Section and half Section lines.

This Limited Durable Power of Attorney shall not be affected by disability of the principals except as provided by Statute.

IN WITNESS WHEREOF, this Power of Attorney has been executed this 2ND day of APRIL, 1999.

[Signature]
Witness #1

[Signature]
DORIS E. WHIGHAM

F.D.H. MacKENZIE, Jr.
Printed Name

[Signature]
JOHN A. HASKELL, JR.

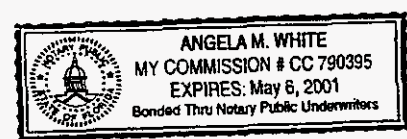
[Signature]
Witness #2

GREG KELLY
Printed Name

STATE OF Florida
COUNTY OF Marion

The foregoing instrument was acknowledged before me this 2nd day of April, 1999, by DORIS E. WHIGHAM AND JOHN A. HASKELL, JR., who is personally known to me or produced Drivers Licence as identification.

[Signature]
Notary Public



FORM "A"
CERTIFIED LEGAL DESCRIPTION

An application for multiple parcels and/or multiple uses may require filing more than one certified legal description. Xeroxed copies of this form are acceptable for additional parcel descriptions. Complete one of these forms for each parcel, or portion of a parcel, proposed for amendment. A single legal description may be provided if all parcels are contiguous. If the requested change will result in more than one (1) land use designation on the parcel(s), provide a separate certified legal description for each resulting land use area.

Type, in the space provided below, the legal description which describes the parcel or portion of the parcel submitted for amendment and identified by parcel # 45156 - 000 - 00, containing 20 acres, more or less. Legal descriptions exceeding the space provided may be submitted on a separate sheet attached to this form. The space must note that the legal description is attached as a separate sheet, and the separate sheet must bear the signature and seal of the registered/licensed professional executing the certification below.

See attached Exhibit "A".

This form must be signed and stamped/sealed by a State of Florida Professional Registered/Licensed Surveyor.

- I hereby certify that the above legal description is correct as to form, and accurately describes the parcel, as identified above.
- I hereby certify that the above legal description is correct as to form, and accurately describes the portion of parcel as identified above.

Name: William S. Barley, P.S.M.
(Print)

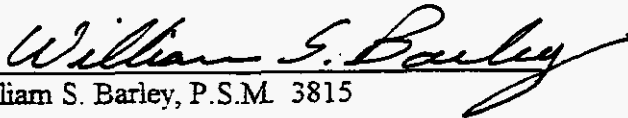
Date: April 22, 1999

Surveyor Florida Registration/License Number: 3815

Signature: William S. Barley

EXHIBIT "A"
LEGAL DESCRIPTION

THE FOLLOWING DESCRIBED LAND IN MARION COUNTY, FLORIDA:
W 1/2 OF NE 1/4 OF NW 1/4 OF SECT. 3, TWP. 17 SOUTH, RNG. 23 EAST.


William S. Barley, P.S.M. 3815

LIMITED DURABLE POWER OF ATTORNEY

I, FRANCES R. TUREK, TRUSTEE, hereby appoint Del Webb's Spruce Creek Communities, Inc., an Arizona corporation, as my attorney-in-fact to execute on my behalf any applications required by my attorney-in-fact to effect its intended development of the real property attached hereto as Exhibit A including, but not limited to, change of zoning, amendments to Marion County's Comprehensive Land Use Plan, preliminary plats, Development of Regional Impact or Florida quality Development applications and applications to abrogate road reservations along Section and half Section lines. The undersigned property owner will be indemnified from any and all costs associated with said applications and will be notified in advance of each exercise of the power of attorney. This limited durable power of attorney will expire within one year from the date it is signed.

This Limited Durable Power of Attorney shall not be affected by disability of the principals except as provided by Statute.

IN WITNESS WHEREOF, this Power of Attorney has been executed this 29th day of April, 1999.

[Signature]
Witness #1

Frances R. Turek
FRANCES R. TUREK, TRUSTEE

F.D.A. Mackenzie, Jr
Printed Name

[Signature]
Witness #2

GREG KELLY
Printed Name
Del Webb Corporation

LARGE SCALE COMPREHENSIVE PLAN MAP AMENDMENT APPLICATION PACKET

**FORM "A"
CERTIFIED LEGAL DESCRIPTION**

An application for multiple parcels and/or multiple uses may require filing more than one certified legal description. Xeroxed copies of this form are acceptable for additional parcel descriptions. Complete one of these forms for each parcel, or portion of a parcel, proposed for amendment. A single legal description may be provided if all parcels are contiguous. If the requested change will result in more than one (1) land use designation on the parcel(s), provide a separate certified legal description for each resulting land use area.

Type, in the space provided below, the legal description which describes the parcel or portion of the parcel submitted for amendment and identified by parcel # 39385 - 004 - 00, containing 74.25 acres, more or less. Legal descriptions exceeding the space provided may be submitted on a separate sheet attached to this form. The space must note that the legal description is attached as a separate sheet, and the separate sheet must bear the signature and seal of the registered/licensed professional executing the certification below.

See attached Exhibit "A".

This form must be signed and stamped/sealed by a State of Florida Professional Registered/Licensed Surveyor.

- I hereby certify that the above legal description is correct as to form, and accurately describes the parcel as identified above.
- I hereby certify that the above legal description is correct as to form, and accurately describes the portion of parcel as identified above.

Name: William S. Barley, P.S.M.
(Print)

Date: April 22, 1999

Surveyor Florida Registration/License Number: 3815

Signature: William S. Barley

EXHIBIT A

The following described property in Marion County, Florida:

The East 3/4 of the NE 1/4 of the SE 1/4 lying South of U.S. Highway No. 441; and all of the SE 1/4 of the SE 1/4 of Section 33, Township 16 South, Range 23 East, and also the West 1/4 of the SW 1/4 lying South of U.S. Highway No. 441 in Section 34, Township 16 South, Range 23 East, and that part of the West 1/4 of the NE 1/4 of the SE 1/4 lying South of C-25 and Alt. U.S. 441 in Section 33, Township 16 South, Range 23 East, all lying and being in Marion County, Florida.

William S. Barley
William S. Barley, P.S.M. No. 3815

LIMITED DURABLE POWER OF ATTORNEY

I, OBED B. OGLESBY, hereby appoint Del Webb's Spruce Creek Communities, Inc., an Arizona corporation, as my attorney-in-fact to execute on my behalf any applications required by my attorney-in-fact to effect its intended development of the real property attached hereto as Exhibit A including, but not limited to, change of zoning, amendments to Marion County's Comprehensive Land Use Plan, preliminary plats, Development of Regional Impact of Florida Quality Development applications and applications to abrogate road reservations along Section and half Section lines.

This Limited Durable Power of Attorney shall not be affected by disability of the principals except as provided by Statute.

In WITNESS WHEREOF, this Power of Attorney has been executed this

30th day of March, 1999.

Lucyann McGovern
Witness #1

Obed B. Oglesby
OBED B. OGLESBY

Lucyann McGovern
Printed Name

[Signature]
Witness #2

Rebecca M. Miller
Printed Name

STATE OF Florida
COUNTY OF Marion

The foregoing instrument was acknowledged before me this 30th day of March, 1999, by OBED B. OGLESBY, who is personally known to me or produced _____ as identification.

Jeanne B. Pippin
Notary Public



LARGE SCALE COMPREHENSIVE PLAN MAP AMENDMENT APPLICATION PACKET

FORM "A"
CERTIFIED LEGAL DESCRIPTION

An application for multiple parcels and/or multiple uses may require filing more than one certified legal description. Xeroxed copies of this form are acceptable for additional parcel descriptions. Complete one of these forms for each parcel, or portion of a parcel, proposed for amendment. A single legal description may be provided if all parcels are contiguous. If the requested change will result in more than one (1) land use designation on the parcel(s), provide a separate certified legal description for each resulting land use area.

Type, in the space provided below, the legal description which describes the parcel or portion of the parcel submitted for amendment and identified by parcel # 45164 - 001 - 00, containing 10.37 acres, more or less. Legal descriptions exceeding the space provided may be submitted on a separate sheet attached to this form. The space must note that the legal description is attached as a separate sheet, and the separate sheet must bear the signature and seal of the registered/licensed professional executing the certification below.

See attached Exhibit "A".

This form must be signed and stamped/sealed by a State of Florida Professional Registered/Licensed Surveyor.

- I hereby certify that the above legal description is correct as to form, and accurately describes the parcel, as identified above.
- I hereby certify that the above legal description is correct as to form, and accurately describes the portion of parcel as identified above.

Name: William S. Barley, P.S.M.
(Print)

Date: April 26, 1999

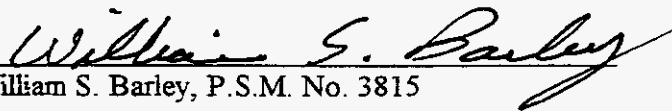
Surveyor Florida Registration/License Number: 3815

Signature: William S. Barley

EXHIBIT "A"
LEGAL DESCRIPTION

THE FOLLOWING DESCRIBED LAND IN MARION COUNTY, FLORIDA:

THE EAST 1/4 OF THE NW 1/4 OF THE NW 1/4 OF SECTION 3, TOWNSHIP 17 SOUTH,
RANGE 23 EAST.



William S. Barley, P.S.M. No. 3815

LIMITED DURABLE POWER OF ATTORNEY

We, AUGUSTINE J. MULLER AND JERRI GUSTAFSON MULLER, hereby appoint Del Webb's Spruce Creek Communities, Inc., an Arizona corporation, as our attorney-in-fact to executive on our behalf any applications required by our attorney-in-fact to effect its intended development of the real property attached hereto as Exhibit A including, but not limited to, change of zoning, amendments to Marion County's Comprehensive Land Use Plan, preliminary plats, Development of Regional Impact or Florida quality Development applications and applications to abrogate road reservations along Section and half Section lines.

This Limited Durable Power of Attorney shall not be affected by disability of the principals except as provided by Statute.

IN WITNESS WHEREOF, this Power of Attorney has been executed this 29th day of April, 1999.

Greg Kelly
Witness #1

GREG KELLY
Printed Name

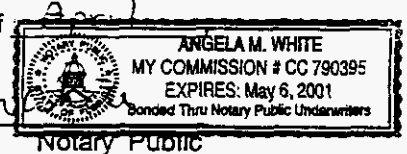
Angela Sparacello
Witness #2

Angela Sparacello
Printed Name

Augustine J. Muller
AUGUSTINE MULLER

STATE OF Florida
COUNTY OF Marion

The foregoing instrument was acknowledged before me this 29th day of April 1999, by AUGUSTINE MULLER, who is personally known to me or produced Driver's License as identification.



Greg Kelly
Witness #1

GREG KELLY
Printed Name

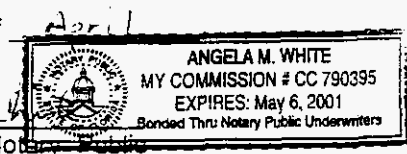
Angela Sparacello
Witness #2

Angela Sparacello
Printed Name

Jeri Gustafson
JERRI GUSTAFSON

STATE OF Florida
COUNTY OF Marion

The foregoing instrument was acknowledged before me this 29th day of April 1999, by JERRI GUSTAFSON, who is personally known to me or produced Driver's License as identification.



Angela M. White
Notary Public

LARGE SCALE COMPREHENSIVE PLAN MAP AMENDMENT APPLICATION PACKET

**FORM "A"
CERTIFIED LEGAL DESCRIPTION**

An application for multiple parcels and/or multiple uses may require filing more than one certified legal description. Xeroxed copies of this form are acceptable for additional parcel descriptions. Complete one of these forms for each parcel, or portion of a parcel, proposed for amendment. A single legal description may be provided if all parcels are contiguous. If the requested change will result in more than one (1) land use designation on the parcel(s), provide a separate certified legal description for each resulting land use area.

Type, in the space provided below, the legal description which describes the parcel or portion of the parcel, submitted for amendment and identified by parcel # 45157 - 001 - 00, containing 10.35 acres, more or less. Legal descriptions exceeding the space provided may be submitted on a separate sheet attached to this form. The space must note that the legal description is attached as a separate sheet, and the separate sheet must bear the signature and seal of the registered/licensed professional executing the certification below.

See attached Exhibit "A".

This form must be signed and stamped/sealed by a State of Florida Professional Registered/Licensed Surveyor.

- I hereby certify that the above legal description is correct as to form, and accurately describes the parcel as identified above.
- I hereby certify that the above legal description is correct as to form, and accurately describes the portion of parcel as identified above.

Name: William S. Barley, P.S.M.
(Print)

Date: April 23, 1999

Surveyor Florida Registration/License Number: 3815

Signature: William S. Barley

EXHIBIT "A"

LEGAL DESCRIPTION

THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 17 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA.

William S. Barley

William S. Barley, P.S.M. No. 3815

LARGE SCALE COMPREHENSIVE PLAN MAP AMENDMENT APPLICATION PACKET

**FORM "A"
CERTIFIED LEGAL DESCRIPTION**

An application for multiple parcels and/or multiple uses may require filing more than one certified legal description. Xeroxed copies of this form are acceptable for additional parcel descriptions. Complete one of these forms for each parcel, or portion of a parcel, proposed for amendment. A single legal description may be provided if all parcels are contiguous. If the requested change will result in more than one (1) land use designation on the parcel(s), provide a separate certified legal description for each resulting land use area.

Type, in the space provided below, the legal description which describes the parcel or portion of the parcel submitted for amendment and identified by parcel # 45164 - 000 - 00, containing 10.35 acres, more or less. Legal descriptions exceeding the space provided may be submitted on a separate sheet attached to this form. The space must note that the legal description is attached as a separate sheet, and the separate sheet must bear the signature and seal of the registered/licensed professional executing the certification below.

See attached Exhibit "A".

This form must be signed and stamped/sealed by a State of Florida Professional Registered/Licensed Surveyor.

- I hereby certify that the above legal description is correct as to form, and accurately describes the parcel as identified above.
- I hereby certify that the above legal description is correct as to form, and accurately describes the portion of parcel as identified above.

Name: William S. Barley, P.S.M. No. 3815 Date: 4-22-99
(Print)

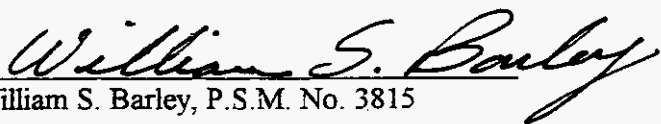
Surveyor Florida Registration/License Number: 3815

Signature: William S. Barley

EXHIBIT "A"

LEGAL DESCRIPTION

THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4
OF SECTION 3, TOWNSHIP 17 SOUTH, RANGE 23, MARION COUNTY, FLORIDA.



William S. Barley, P.S.M. No. 3815

FORM "A"
CERTIFIED LEGAL DESCRIPTION

G-6370-450-2

An application for multiple parcels and/or multiple uses may require filing more than one certified legal description. Xeroxed copies of this form are acceptable for additional parcel descriptions. Complete one of these forms for each parcel, or portion of a parcel, proposed for amendment. A single legal description may be provided if all parcels are contiguous. If the requested change will result in more than one (1) land use designation on the parcel(s), provide a separate certified legal description for each resulting land use area.

Type, in the space provided below, the legal description which describes the parcel or portion of the parcel submitted for amendment and identified by parcel # R45147 - 000 - 00, containing 10.35 acres, more or less. Legal descriptions exceeding the space provided may be submitted on a separate sheet attached to this form. The space must note that the legal description is attached as a separate sheet, and the separate sheet must bear the signature and seal of the registered/licensed professional executing the certification below.

See attached Exhibit "A".

This form must be signed and stamped/sealed by a State of Florida Professional Registered/Licensed Surveyor.

- I hereby certify that the above legal description is correct as to form, and accurately describes the parcel, as identified above.
- I hereby certify that the above legal description is correct as to form, and accurately describes the portion of parcel as identified above.

Name: William S. Barley, P.S.M.
(Print)

Date: 4-23-99

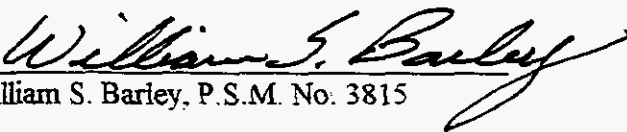
Surveyor Florida Registration/License Number: 3815

Signature: William S. Barley

EXHIBIT "A"

LEGAL DESCRIPTION

THE NORTHWEST 1/4 OF THE NORTHWEST OF THE NORTHWEST 1/4 OF SECTION 3,
TOWNSHIP 17 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA.


William S. Barley, P.S.M. No. 3815

SPRUCE CREEK SOUTH UTILITIES, INC.

Utility Affidavit of Tariffs and Annual Reports on File

EXHIBIT J

AFFIDAVIT

STATE OF FLORIDA
COUNTY OF Florida

BEFORE ME, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared John Ragan, of Spruce Creek South Utilities, Inc., who after being duly sworn, did depose on oath and say that Spruce Creek South Utilities, Inc. does currently have tariffs and annual reports on file with the Florida Public Service Commission.

FURTHER AFFIANT SAYETH NOT.

John Ragan
John Ragan
Assistant Secretary

STATE OF FLORIDA)
COUNTY OF Marion)

The foregoing instrument was acknowledged before me this 15 day of June, 2000, by John Ragan, who is personally known to me or who has produced _____ as identification.

Kimberly Lunday
Notary Public
Kimberly Lunday
Typed or printed name



SPRUCE CREEK SOUTH UTILITIES, INC.

Original and Two Copies of Revised Tariff Sheets

EXHIBIT K

NAME OF COMPANY SPRUCE CREEK SOUTH UTILITIES, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 3.7)

Per Order No. _____

PARCEL A

The following described land in Marion County, Florida:

The East $\frac{1}{2}$ of SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 10, Township 17 South, Range 23 East, together with that perpetual right of way easement described as: Commencing at the SW corner of the East $\frac{1}{2}$ of SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 10, Township 17 South, Range 23 East; thence West 198.79 feet, thence North 25 feet, thence East 198.79 feet, thence South 25 feet to the Point of Beginning.

PARCEL B

The following described land in Marion County, Florida:

The SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, except the North 329.43 feet thereof of Section 10, Township 17 South, Range 23 East.

PARCEL C

The following described land in Marion County, Florida:

W $\frac{1}{2}$ of NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 3, Township 17 South, Range 23 East.

PARCEL D

That portion of the E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$, Section 34, Township 16 South, Range 23 East, Marion County, Florida, described as follows:

Begin at the intersection of the southerly right-of-way line of Southeast County Highway C-25 (100 feet wide) with the East line of aforesaid E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence N 70° 50' 18" W along said right-of-way line 351.39 feet; thence departing said right-of-way line S 00° 01' 36" W, 240.00 feet; thence N 89° 58' 24" W, 135.00 feet; thence N 00° 01' 36" E, 251.70 feet to the point of curvature of a curve concave southeasterly, having a radius of 25.00 feet, a central angle of 109° 08' 06" and a chord bearing and distance of N 54° 35' 39" E, 40.74 feet;

(Continued on Sheet No. 3.9)

JAY A. THOMPSON
ISSUING OFFICER

VICE PRESIDENT
TITLE

NAME OF COMPANY SPRUCE CREEK SOUTH UTILITIES, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 3.8)

thence northeasterly along said curve an arc distance of 47.62 feet to the point of tangency, said point being on the aforesaid south right-of-way-line; thence along said right-of-way line run N 70° 50' 18" W, 240.87 feet to the west line of aforesaid E ½ of SW ¼ of SW ¼; thence along said west line run southerly to the SW corner of said E ½ of SW ¼ of SW ¼; thence easterly to the SE corner of said E ½ of SW ¼ of SW ¼; thence along the east line thereof run northerly to the Point of Beginning.

PARCEL E

Part I

The North 65.88 feet of the South 199.57 feet of the North 463.07 feet of the Southeast ¼ of the Southeast ¼ of the Southwest ¼ of Section 10, Township 17 South, Range 23 East, Marion County, Florida.

Part II

The North 263.50 feet of the Southeast ¼ of the Southeast ¼ of the Southwest ¼ of Section 10, Township 17 South, Range 23 East, Marion County, Florida.

Part III

An exclusive easement for right-of-way purposes over and across the following described real property:

The East 20 feet of the Southeast ¼ of the Southeast ¼ of the Southwest ¼ of Section 10, Township 17 South, Range 23 East, EXCEPT the North 263.50 feet thereof.

PARCEL F

Part I

The Northwest ¼ of the Northwest ¼ of the Northwest ¼ of Section 3, Township 17 South, Range 23 East, Marion County, Florida.

(Continued on Sheet No. 3.10)

JAY A. THOMPSON
ISSUING OFFICER

VICE PRESIDENT
TITLE

NAME OF COMPANY SPRUCE CREEK SOUTH UTILITIES, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 3.9)

Part II

The Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 3, Township 17 South, Range 23 East, Marion County, Florida.

Part III

The West $\frac{1}{2}$ of the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 3, Township 17 South, Range 23 East, Marion County, Florida.

PARCEL G

The following described land in Marion County, Florida:

The East $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 3, Township 17 South, Range 23 East.

PARCEL H

The following described property in Marion County, Florida:

The East $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ lying South of U.S. Highway No. 441; and all of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 33, Township 16 South, Range 23 East; and also the West $\frac{1}{4}$ of the SW $\frac{1}{4}$ lying South of U.S. Highway No. 441 in Section 34; Township 16 South, Range 23 East and that part of the West $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ lying South of C-25 and Alt. U.S. 441 in Section 33, Township 16 South, Range 23 East, all lying and being in Marion County, Florida.

PARCEL I

Part I

The NE $\frac{1}{4}$ of Section 9, Township 17 South, Range 23 East, Marion County, Florida and a portion of the West $\frac{1}{4}$ of the North $\frac{1}{2}$ of the SE $\frac{1}{4}$ being more particularly described as follows:

Commence at the SW corner of the NE $\frac{1}{4}$ of Section 9 for the Point of Beginning; thence N 89° 56' 22" E, along the South boundary of the NE $\frac{1}{4}$

(Continued on Sheet No. 3.11)

JAY A. THOMPSON
ISSUING OFFICER

VICE PRESIDENT
TITLE

NAME OF COMPANY SPRUCE CREEK SOUTH UTILITIES, INC.

WASTEWATER TARIFF

(Continued from Sheet No. 3.10)

of said Section 9, a distance of 1994.91 feet; thence S 00° 00' 31" W, a distance of 893.54 feet; thence 89° 56' 22" W, a distance of 1994.73 feet to the West boundary of the SE ¼ of said Section 9, thence N 00° 00' 10" W, along said West Boundary a distance of 893.54 feet to the Point of Beginning.

Part II

NE ¼ of NE ¼ of SE ¼ of Section 9, Township 17 South, Range 23 East, Marion County, Florida.

Part III

NW ¼ of SW ¼ of NW ¼ of Section 10, Township 17 South, Range 23 East, Marion County, Florida.

Part IV

The SE ¼ of the NE ¼ of the SW ¼ of Section 9, Township 17 South, Range 23 East, and the NW ¼ of the SW ¼ of the SE ¼ of Section 9, Township 17 South, Range 23 East, lying and being in the County of Marion, State of Florida.

JAY A. THOMPSON

ISSUING OFFICER

VICE PRESIDENT

TITLE

NAME OF COMPANY SPRUCE CREEK SOUTH UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 3.7)

Per Order No. _____

PARCEL A

The following described land in Marion County, Florida:

The East $\frac{1}{2}$ of SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 10, Township 17 South, Range 23 East, together with that perpetual right of way easement described as: Commencing at the SW corner of the East $\frac{1}{2}$ of SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 10, Township 17 South, Range 23 East; thence West 198.79 feet, thence North 25 feet, thence East 198.79 feet, thence South 25 feet to the Point of Beginning.

PARCEL B

The following described land in Marion County, Florida:

The SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, except the North 329.43 feet thereof of Section 10, Township 17 South, Range 23 East.

PARCEL C

The following described land in Marion County, Florida:

W $\frac{1}{2}$ of NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 3, Township 17 South, Range 23 East.

PARCEL D

That portion of the E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$, Section 34, Township 16 South, Range 23 East, Marion County, Florida, described as follows:

Begin at the intersection of the southerly right-of-way line of Southeast County Highway C-25 (100 feet wide) with the East line of aforesaid E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$; thence N 70° 50' 18" W along said right-of-way line 351.39 feet; thence departing said right-of-way line S 00° 01' 36" W, 240.00 feet; thence N 89° 58' 24" W, 135.00 feet; thence N 00° 01' 36" E, 251.70 feet to the point of curvature of a curve concave southeasterly, having a radius of 25.00 feet, a central angle of 109° 08' 06" and a chord bearing and distance of N 54° 35' 39" E, 40.74 feet;

(Continued on Sheet No. 3.9)

JAY A. THOMPSON
ISSUING OFFICER

VICE PRESIDENT
TITLE

NAME OF COMPANY SPRUCE CREEK SOUTH UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 3.8)

thence northeasterly along said curve an arc distance of 47.62 feet to the point of tangency, said point being on the aforesaid south right-of-way-line; thence along said right-of-way line run N 70° 50' 18" W, 240.87 feet to the west line of aforesaid E ½ of SW ¼ of SW ¼; thence along said west line run southerly to the SW corner of said E ½ of SW ¼ of SW ¼; thence easterly to the SE corner of said E ½ of SW ¼ of SW ¼; thence along the east line thereof run northerly to the Point of Beginning.

PARCEL E

Part I

The North 65.88 feet of the South 199.57 feet of the North 463.07 feet of the Southeast ¼ of the Southeast ¼ of the Southwest ¼ of Section 10, Township 17 South, Range 23 East, Marion County, Florida.

Part II

The North 263.50 feet of the Southeast ¼ of the Southeast ¼ of the Southwest ¼ of Section 10, Township 17 South, Range 23 East, Marion County, Florida.

Part III

An exclusive easement for right-of-way purposes over and across the following described real property:

The East 20 feet of the Southeast ¼ of the Southeast ¼ of the Southwest ¼ of Section 10, Township 17 South, Range 23 East, EXCEPT the North 263.50 feet thereof.

PARCEL F

Part I

The Northwest ¼ of the Northwest ¼ of the Northwest ¼ of Section 3, Township 17 South, Range 23 East, Marion County, Florida.

(Continued on Sheet No. 3.10)

JAY A. THOMPSON
ISSUING OFFICER

VICE PRESIDENT
TITLE

NAME OF COMPANY SPRUCE CREEK SOUTH UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 3.9)

Part II

The Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 3, Township 17 South, Range 23 East, Marion County, Florida.

Part III

The West $\frac{1}{2}$ of the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 3, Township 17 South, Range 23 East, Marion County, Florida.

PARCEL G

The following described land in Marion County, Florida:

The East $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 3, Township 17 South, Range 23 East.

PARCEL H

The following described property in Marion County, Florida:

The East $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ lying South of U.S. Highway No. 441; and all of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 33, Township 16 South, Range 23 East; and also the West $\frac{1}{4}$ of the SW $\frac{1}{4}$ lying South of U.S. Highway No. 441 in Section 34; Township 16 South, Range 23 East and that part of the West $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ lying South of C-25 and Alt. U.S. 441 in Section 33, Township 16 South, Range 23 East, all lying and being in Marion County, Florida.

PARCEL I

Part I

The NE $\frac{1}{4}$ of Section 9, Township 17 South, Range 23 East, Marion County, Florida and a portion of the West $\frac{1}{4}$ of the North $\frac{1}{2}$ of the SE $\frac{1}{4}$ being more particularly described as follows:

Commence at the SW corner of the NE $\frac{1}{4}$ of Section 9 for the Point of Beginning; thence N 89° 56' 22" E, along the South boundary of the NE $\frac{1}{4}$

(Continued on Sheet No. 3.11)

JAY A. THOMPSON
ISSUING OFFICER

VICE PRESIDENT
TITLE

NAME OF COMPANY SPRUCE CREEK SOUTH UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 3.10)

of said Section 9, a distance of 1994.91 feet; thence S 00° 00' 31" W, a distance of 893.54 feet; thence 89° 56' 22" W, a distance of 1994.73 feet to the West boundary of the SE ¼ of said Section 9, thence N 00° 00' 10" W, along said West Boundary a distance of 893.54 feet to the Point of Beginning.

Part II

NE ¼ of NE ¼ of SE ¼ of Section 9, Township 17 South, Range 23 East, Marion County, Florida.

Part III

NW ¼ of SW ¼ of NW ¼ of Section 10, Township 17 South, Range 23 East, Marion County, Florida.

Part IV

The SE ¼ of the NE ¼ of the SW ¼ of Section 9, Township 17 South, Range 23 East, and the NW ¼ of the SW ¼ of the SE ¼ of Section 9, Township 17 South, Range 23 East, lying and being in the County of Marion, State of Florida.

JAY A. THOMPSON
ISSUING OFFICER

VICE PRESIDENT
TITLE