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June 29, 2022

Adam Teitzman, Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: Docket No. 20210191-SU; Gulfstream Utility LLC; Application for Original Certificate

Dear Mr. Teitzman,

In accordance with the requirements of Order No. PSC-2022-0246-PAA-SU issued on June 28, 2022, attached are the following items required to be filed by the utility:

1. Revised tariffs reflecting the rates as approved in the order.
2. Revised tariffs reflecting miscellaneous service charges as approved in the order.
3. Revised tariffs reflecting deposits as approved in the order.
4. The executed approved lease for the treatment plant site.
5. A proposed notice to customers of the new miscellaneous service charges approved in the order.

Please have the Commission staff approve the proposed tariffs and return to me as well as approve the customer notice for new miscellaneous service charges so that we may distribute that immediately after the order becomes final as to that issue on July 19th.

If you need anything further or have any questions in this regard, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "F. Marshall Deterding". The signature is fluid and cursive, with a long horizontal stroke at the end.

F. Marshall Deterding
Of Counsel

FMD/brf
Enclosures

cc: Malissa Bennett
Mark Cicchetti
Stephen Fletcher
Shannon Hudson
Terence Bethea
Clayton Lewis
Laura King
Marissa Ramos
Ryan Sandy

GENERAL SERVICE

RATE SCHEDULE GS

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For wastewater service to all Customers for which no other schedule applies.

LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD – Monthly

RATE –

<u>Meter Size</u>	<u>Base Facility Charge</u>	
All Meter sizes	\$	2.10
Charge per 1,000 gallons	\$	4.26

MINIMUM CHARGE – Base Facility Charge

TERMS OF PAYMENT – Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for wastewater service, service may then be discontinued.

EFFECTIVE DATE –

TYPE OF FILING – Original Certificate – Phase I

JON COLMAN
ISSUING OFFICER

President
TITLE

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY – Available throughout the area served by the Company.

APPLICABILITY – For wastewater service for all purposes in private residences and individually metered apartment units.

LIMITATIONS – Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD – Monthly

RATE –

<u>Meter Size</u>	<u>Base Facility Charge</u>
All Meter Sizes	\$ 2.10
Charge per 1,000 gallons	\$ 4.26

MINIMUM CHARGE – Base Facility Charge

TERMS OF PAYMENT – Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for wastewater service, service may then be discontinued.

EFFECTIVE DATE –

TYPE OF FILING – Original Certificate – Phase I

JON COLMAN
ISSUING OFFICER

President
TITLE

MISCELLANEOUS SERVICE CHARGES

The Company may charge the following miscellaneous service charges in accordance with the terms stated herein. If both water and wastewater services are provided, only a single charge is appropriate unless circumstances beyond the control of the Company require multiple actions.

VIOLATION RECONNECTION - This charge may be levied prior to reconnection of an existing Customer after disconnection of service for cause according to Rule 25-30.320(2), Florida Administrative Code, including a delinquency in bill payment.

PREMISES VISIT CHARGE (IN LIEU OF DISCONNECTION) - This charge may be levied when a service representative visits a premises for the purpose of discontinuing service for nonpayment of a due and collectible bill and does not discontinue service because the Customer pays the service representative or otherwise makes satisfactory arrangements to pay the bill.

Schedule of Miscellaneous Service Charges

	<u>Normal Business Hours</u>	<u>After Hours</u>
Violation Reconnection Fee	Actual Cost	Actual Cost
Premises Visit Fee (in lieu of disconnection)	\$16.00	\$26.00
Late payment Fee	\$8.00	
NSF Check Charge	Pursuant to Section 68.065, Fla. Stats.	

EFFECTIVE DATE –

TYPE OF FILING – Original Certificate

JON COLMAN
ISSUING OFFICER

President
TITLE

WASTEWATER SITE LEASE AGREEMENT

THIS WASTEWATER SITE LEASE (the "Lease") is made and entered into this ___ day of _____, 2021, by and between AIOP Gulfstream Harbor, LLC, a Delaware Limited Liability Company (hereinafter referred to as "Owner"), and Gulfstream Utility, LLC, a Michigan limited liability company (hereinafter referred to as ("Service Company")).

RECITALS

WHEREAS, Owner is the owner of certain real property composed of residential lots available for lease to manufactured home owners and real property containing community amenities and a wastewater treatment plant and appurtenances, all of which are located within the community known as Gulfstream Harbor (the "Community");

WHEREAS, Service Company is in the process of applying to become a Florida Public Service Commission ("PSC") certified utility authorized to provide wastewater service and desires to utilize portions of Owner's property for the provision of such wastewater services; and

WHEREAS, upon approval of the PSC, Owner will convey the wastewater treatment plant and appurtenances (including personal property and fixtures) to Service Company and Service Company will provide wastewater service at the Community.

NOW, THEREFORE, in consideration of ten dollars (\$10), and the covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **DEFINITIONS.**

The following definitions of terms used in this Lease shall apply unless the context indicates a different meaning:

(a) "Property" - The land described in **Exhibit "A"** represents the certificated service territory of Service Company.

(b) "Leased Premises" - The land described in **Exhibit "B"** along with all other Facilities and Sites necessary for the operation of Wastewater Treatment Facilities.

(c) "Wastewater Collection Facilities" - All collection mains, pipes, pumps, valves, meters, and appurtenant facilities used in the transmission of raw wastewater from a Wastewater Service Customer to a Wastewater Treatment Facility on the Property.

(d) "Wastewater Disposal Facilities" -All plants, tanks, pipes, equipment, ponds, and other appurtenant facilities located on the Property and used in the storage, disposal or distribution of treated wastewater effluent. .

(e) "Wastewater Facilities" - All Wastewater Collection Facilities, Wastewater Disposal Facilities, and Wastewater Treatment Facilities located on the Property.

(f) "Wastewater Treatment Facilities" - All plants, tanks, pumps, pipes, equipment, and other appurtenant facilities used in the treatment of wastewater.

(g) "Facilities" - The Wastewater Facilities.

(h) "Sites" - The land containing the Facilities.

(i) "Wastewater Service Customer" - Those addresses located within the Property that utilize the Service Company's wastewater treatment services and send wastewater to the Facilities.

2. PURPOSE AND TERM.

Owner hereby leases to Service Company, and Service Company hereby leases from Owner, certain portions of the Property owned by Owner, upon the terms and subject to the conditions set forth herein. This Lease shall be effective for a period of ninety-nine (99) years beginning immediately after its execution unless sooner terminated as provided herein.

3. RENTS.

As compensation for Service Company's right to utilize the Facilities and Sites and the impact of all Service Company uses of the Property or Sites, Service Company shall pay to Owner an annual rent of Nine Thousand Eight Hundred Seventy Two Dollars (\$9,872.00) and other good and valuable consideration ("Annual Rent"). The Annual Rent will be adjusted annually based upon the prior twelve (12) months' change in CPI. If the CPI for the previous 12 months is negative or zero, the Annual Rent will not change for next year of the term. The term "CPI" shall be defined as the Consumer Price Index for all Urban Consumers (CPI-U) - All Items (1982-84=100), U.S. City Average (non-adjusted) currently prepared by the Bureau of Labor Statistics of the United States Department of Labor and published monthly. If, during the Term, the CPI ceases to be published, then Owner shall have the right to substitute another similar index generally recognized as authoritative by reconciling the base thereof with the base of the CPI.

4. DESCRIPTION OF LEASED PREMISES.

Owner leases to Service Company the Leased Premises for operation of the Facilities. Service Company's use of any portion of the Property shall not now, or in the future, be a detriment to, impair, or impede Owner's operation of the Community, or other activities in areas adjacent to the Sites. Service Company shall not be deemed to own the Facilities or any improvements made to the Leased Premises and shall only maintain a leasehold interest in same subject to the terms and conditions of this Lease.

5. PERMITS.

Prior to re-constructing, improving, or operating any of the Facilities, or receiving payment for subsequent treatment of wastewater, Service Company shall obtain, at its sole expense, all permits, certificates, and approvals as may be required by any governmental entity, including, without limitation, PSC, county or State governments, U.S. Army Corps of Engineers, USEPA,

and the Florida Department of Environmental Protection (DEP). Owner has the right to approve, prior to filing, the identity of the applicant and the form and substance of any permit application.

Service Company shall operate and maintain all Facilities in a safe, efficient and sufficient manner and in compliance with any and all federal, State, and local laws and regulations and be responsible for initiating, maintaining and supervising all safety precautions and programs deemed necessary by regulatory authorities and industry standards. The Facilities shall be designed to minimize environmental degradation to the Property. Service Company shall operate and maintain the Facilities to support these objectives.

Service Company shall prepare and submit in timely manner all reports on operation and maintenance of the Facilities as required by local, state, and federal regulatory agencies and make all such records available for review by Owner.

6. USE OF SITES.

Service Company shall use the Sites for the sole purpose of operating the Facilities and providing wastewater management and disposal services to the Property at rates approved by the State of Florida.

If Owner shall reasonably determine that, for Owner's beneficial use of the Property, a certain component of the Facilities must be relocated, Owner will provide a substitute Site located as close as reasonably possible to the original Site, and Owner shall bear the expense of such relocation.

Service Company shall not have the right to place any signs or other advertising material on the Property without the prior written consent of Owner; provided that, Service Company shall have the right to erect or display any signage that may be required by law in the operation of the Facilities on the Property.

7. UNUSEABLE FACILITIES.

If any Facility(s) should be declared unusable by a federal, State, or local regulatory authority and such Facility(s) cannot be restored to service by repair or other remedial work, Service Company shall give prompt written Notice to Owner and, following such Notice, Service Company shall complete one of the following actions at Owner's sole discretion:

(a) properly abandon the Facility, at Service Company's expense, in accordance with applicable DEP, USEPA requirements and other applicable statutes, ordinances, or regulations and such other requirements as may reasonably be imposed by Owner for the plugging or in place abandonment of such Facility(s) or remove such Facility(s) from the Site; or

(b) convey all or a portion of the Facility(s) to Owner.

Upon the abandonment of, or the removal of, Facilities from any Site, Service Company shall clean up the Site and leave the same in neat and presentable condition, before its obligations to Owner relative to the unusable Site are completed. Facilities will only be deemed satisfactorily

abandoned upon Owner's written confirmation to Service Provider. The Site upon which a satisfactorily abandoned Facility is located shall, upon Owner's written confirmation be deemed severed from the Leased Premises and no longer be subject to the terms of this Lease.

Owner shall not in any way be responsible or liable to Service Company at any time for any loss, damage or expense resulting from any change in any Site's suitability to serve as a Site for Facilities or any changes in the quality or quantity of such wastewater that can be treated, stored or disposed of on such Sites, or the character of the Property, or for it being no longer suitable for Service Company's requirements or for any cessation or interruption of the operation of the Facilities, nor shall any variation in any way relieve Service Company of any obligation under this Lease.

8. MAINTENANCE AND REPAIR.

During the term of this Lease, Service Company shall be responsible for the continuous operation and maintenance of the Facilities unless otherwise agreed to in writing by Service Company and Owner. Service Company shall keep the Sites, Facilities, and Leased Premises in a neat, clean and presentable condition.

Service Company shall institute preventive and corrective maintenance programs for the Facilities and shall staff the Facilities with the appropriate number of certified operators and hourly or salaried employees consistent with regulatory requirements and good management practice. Service Company shall be responsible for maintaining the Sites (including mowing grass and caring for landscaping) and the Facilities, and for replacement of any component parts when necessary due to destruction, wear and tear or otherwise.

Service Company shall perform periodic monitoring, sampling and testing as required by the DEP, USEPA, other regulatory body, laws, rules, or applicable permits or regulations. Service Company shall provide or secure laboratory services for testing and analysis for all constituents as necessary to comply with regulatory requirements. All such sampling, monitoring, analysis and reporting shall be in compliance with agency approved quality assurance/quality control programs and all permits and regulations. Service Company shall provide Owner with the results of its most recent periodic testing and analysis within five (5) days of Owner's written request for same. Service Company is hereby required to maintain all monitoring, testing, and sampling records for ten (10) years following the date when Service Company received such records from a laboratory or other diagnostic service provider.

All Facilities shall be selected, installed, used and maintained in accordance with good practices in the industry and in full compliance with all applicable laws and governmental regulations. Service Company shall respond to any emergencies during or after regular business hours as necessary as quickly as possible. Should an event of regulatory noncompliance occur, Service Company shall act promptly, at its expense, to correct such noncompliance or, if such noncompliance cannot be promptly corrected, Service Company shall promptly commence reasonable actions to correct the noncompliance and diligently pursue same. Such event of noncompliance or emergency shall be reported to Owner upon notification to applicable regulatory agencies or, if no such notification is required, within five (5) days following such event.

In addition to the maintenance and repair of Facilities, Service Company is expressly responsible for repairing any damage to portions of the Community and Property not included in the Leased Premises caused by or through its operation of the Facilities or resulting from Service Company's negligence. Damage to the Community or Property will not be considered adequately repaired until written confirmation of same is provided by Owner to Service Company. If Service Company should fail to satisfactorily repair such damage to the Community or Property in a timely fashion, Owner is entitled to make necessary repairs itself and invoice Service Company for all costs of completing such repairs plus a ten percent (10%) administration fee. Any repair invoices issued by Owner to Service Company must be satisfied within thirty (30) days of receipt or such failure to repay will be considered an event of default as defined herein.

9. ELECTRICAL POWER.

Service Company shall be responsible for securing electric power for the Facilities. Owner shall reasonably cooperate with Service Company in securing electrical power for Sites. Owner shall have the right to approve the location of poles, transformers, electrical lines, and other necessary installations, which approval shall not be unreasonably withheld. Owner shall have the right to require underground installation of utilities, all at Service Company's expense. Service Company shall reimburse Owner for any attorney's fees incurred by Owner in connection with the preparation, review, and negotiation of documents and for consultations in relation to obtaining and maintaining electrical power for the proposed operations at each Site.

10. INGRESS AND EGRESS.

Owner hereby grants Service Company nonexclusive license for ingress and egress to the Sites during the term of this Lease, during the times and solely for the purposes set forth in this Lease.

11. HAZARDOUS MATERIAL.

Service Company shall not cause or permit any Hazardous Material (as defined herein) to be brought, kept or used in, on, or about the Community and Property by Service Company its agents, employees, contractors or invitees, except those typically used for standard Facility functions and limited to quantities appropriate for such standard Facility functions. Service Company hereby indemnifies Owner from and against any breach by Service Company of the obligations stated in the preceding sentence, and agrees to defend and hold Owner harmless from and against any and all loss, damage, cost and/or expenses (including, without limitation, loss of income; damages for the loss or restriction on use of rentable or usable space or of any amenity of the Community or Property; remedial and restoration costs; and sums paid in settlement of claims, reasonable attorneys' fees, consultant fees, and expert fees) which arise during or after the term of this Lease as a result of such breach. This indemnification of Owner by Service Company includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater on or under the Community or Property which results from such a breach. Without limiting the foregoing, if the presence of any Hazardous Material on the Community or Property caused or permitted by Service Company results in any contamination of

the Community or Property, Service Company shall promptly take all actions at its sole expense as are necessary to return the Community or Property to the conditions existing prior to the introduction of such Hazardous Material; provided that the Owner's approval of such actions, and the contractors to be used by Service Company in connection therewith, shall first be obtained, which approval shall not be unreasonably withheld, conditioned or delayed.

As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local governmental authority or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is:

(a) defined as a "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" or similar term under the law of the jurisdiction where the property is located;

(b) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. §1321),

(c) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (42 U.S.C. §6903); or

(d) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (42 U.S.C. §9601).

12. INSPECTION BY OWNER.

Owner or Owner's agent may, at any time, enter upon any portion of the Leased Premises to view the condition thereof, to obtain wastewater samples for water quality testing, and to inspect Service Company's operations thereon.

13. EXPENSES.

This is a triple net lease. All amounts payable by Service Company to or on behalf of Owner shall be paid without Notice or demand, and without set-off counterclaim, abatement, suspension, deduction or defense. It is the intent of the parties hereto that all Annual Rents payable under this Lease shall be an absolutely net return to Owner and that Service Company shall pay all costs and expenses relating to the Leased Premises and the business carried on therein. Any amount or obligation relating to the Property which is not expressly declared to be that of Owner under this Lease shall be deemed to be an obligation of Service Company.

14. TAXES.

(a) Sales and Rental Tax. Service Company shall pay all commercial rent sales taxes and local surtaxes due on the Annual Rent, any sales taxes owed from the services provided, all license taxes, all tangible and intangible personal property taxes for the Facilities, and any and all other taxes, except income taxes of Owner, with respect to Service Company's operations hereunder.

(b) Real Estate Taxes. Owner, at its sole and absolute discretion, may require Service Company to pay all real estate taxes, tangible personal property taxes and all assessments or increases in such taxes on the Leased Premises resulting from any Facilities constructed, improved, or operated by Service Company accruing during the term of this Lease, including any increases resulting from the construction of any additions or improvements or the installation of any equipment on the Sites, whether actual payment of such taxes is made during the term of this Lease or thereafter. If Service Company is required to pay such taxes, Owner shall promptly provide applicable tax notices and pro-rations, which shall thereafter be payable when due.

(c) If this Lease begins other than on the first day of the tax year, or if this Lease ends other than on the last day of the tax year, the parties shall make appropriate adjustments or pro-rations to determine tax liability. Such tax liability shall be computed based on the most recently available valuations, millage, assessments, and other information (including information included in a "cut-out" customarily prepared by the county) provided by the county in which the Property is located.

15. INSURANCE.

Unless Owner agrees in writing to alternative coverage, Service Company covenants and agrees to obtain and maintain during the term of this Lease the following insurance coverage. Such coverage shall name Owner and any other entity designated by Owner as an additional insured party and as a secondary loss payee. Service Company shall provide Owner with valid certificates evidencing the herein required coverage within five (5) days of any request for such certificates:

(a) Liability Insurance. Service Company shall procure and maintain throughout the Term, at its sole expense, (i) Workers' Compensation Insurance in statutorily-required amounts for its employees, and (ii) Comprehensive General Liability Insurance arising out of Service Company's use or occupancy of the Sites in such amounts, with such deductibles, and with such insurers, as shall be reasonably acceptable to Owner.

(b) Casualty, Fire and Extended Coverage Insurance on Facilities, Improvements, and Personalty. Service Company shall keep all improvements, installations, machinery and equipment placed by it and all other personal property placed by it on the Sites continuously insured against loss or damage by casualty, theft, fire or lighting (with extended coverage if available) in an amount equal to the replacement value thereof, subject to reasonable and customary deductibles. If, at the time of any loss, Service Company is in default to Owner, Owner may require the proceeds be paid to Owner to satisfy Service Company's obligation to Owner. If Service Company is not in default under this Lease, the proceeds shall be used for the repair or restoration of the property that had suffered such loss, if the property is needed for the future development or operation of the Facilities needed to serve the Property.

16. INDEMNITY HOLD HARMLESS, ATTORNEY'S FEES.

(a) Indemnity to Owner. Owner shall not be liable to Service Company or Service Company's employees, agents, visitors or any other person for injury to person or damage to or loss of property on or about the Property, or arising out of the use of the Leased Premises by

Service Company, or the conduct of its business thereon, or arising out of any breach or default by Service Company in the performance of its obligations hereunder, or resulting from any other cause except Owner's sole negligence. Service Company shall indemnify, save harmless, and defend Owner, its shareholders, officers, directors, employees, and agents (all such indemnitees herein referred to as "Owner") from and against every suit, claim, action, loss (including loss of revenue), damages, liability, expense (including governmental fines) or demand including, but not limited to arising out of or related to bodily injury, death, property damage, nuisance, or other loss or damage of any kind, including attorney's fees and costs incurred by Owner, arising out of the acts or omissions of Service Company, its agents or contractors, in the use, occupancy or operation of any Site, Facilities, or any activities of Service Company, its agents or contractors, on the Property. Service Company's duty to indemnify shall include indemnification from and against any fine, penalty, liability, or cost arising out of any violation of any law, ordinance, or governmental regulation applicable to Service Company, its agents or contractors use, operation, or occupancy of any Site or Facility.

(b) Indemnity to Service Company. Owner shall indemnify and defend Service Company and hold Service Company harmless from and against every claim or demand with respect to bodily injury, death, property damage, nuisance, or other loss or damage of any kind, including attorney's fees and costs incurred by Service Company, arising out of Owner's negligence in discharging its duties under this Lease.

(c) Costs and Attorney's Fees. In the event Service Company or Owner brings an action to enforce this Lease by Court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, together with reasonable attorney's fees at all levels, including appeals.

17. DEFAULT.

(a) The occurrence of one or more of the following constitutes an event of default by Service Company:

(a) The failure of Service Company to perform any obligation for the payment of money when due;

(b) The failure of Service Company to perform and comply with any obligation imposed upon Service Company by this Lease, other than the payment of money, for more than twenty (20) days after Notice of delinquency shall have been given to Service Company or, if such default is of such nature that it cannot, with due diligence, be completely remedied within twenty (20) days, such longer period of time as may be reasonably necessary to remedy provided that Service Company shall commence, within said period of twenty (20) days, and shall thereafter diligently prosecute to completion, all steps necessary to remedy such default, but in no event more than ninety (90) days after Notice of such default shall have been given to Service Company;

(c) Breach by Service Company of the obligations set forth in Section 16 without any Notice, grace, or curative period;

(d) Proceedings under the Bankruptcy Act for bankruptcy are filed by or against Service Company, and if filed against Service Company, have not been dismissed within thirty (30) days after the filing;

(e) Assignment of Service Company's property for the benefit of creditors is made;

(f) A receiver, conservator, or similar officer is appointed by a court of competent jurisdiction to take charge of all or a substantial part of Service Company's property, and within thirty (30) days after appointment the receiver, conservator, or officer is not discharged and possession of the property is not restored to Service Company;

(g) Service Company's interest in the Sites or Facilities are the subject of tracing or levy under execution, attachment, or other process of law and the action is not canceled or discharged within thirty (30) days after its occurrence; or,

(h) Service Company abandons the Leased Premises.

(b) If Owner shall default in any of its obligations hereunder, Service Company shall give written Notice thereof to Owner, and Owner shall have a reasonable period of time after receipt of such Notice in which to cure such default.

(c) Owner and Service Company shall have the right to terminate this Lease for any default of the other; provided that where curative periods are applicable, Owner and Service Company may only terminate if the default remains uncured through the expiration of such curative periods.

18. ASSIGNABILITY.

Service Company may not assign, pledge, or encumber Service Company's rights hereunder without the express written consent of Owner, which may be withheld at Owner's sole discretion. Any assignment, pledge or encumbrance of Service Company's stock or ownership interest shall be deemed a prohibited assignment hereunder and a default under the terms of this Lease. Owner has the unequivocal right to sell any or all of the Property, and to assign any or all of its rights hereunder, upon written Notice to Service Company.

19. ADDRESSES, NOTICES; TIME.

Notices hereunder shall be given in writing and transmitted by messenger service, Certified Mail Return Receipt requested, telegram, or by a nationally recognized overnight courier service to the addresses listed below ("Notice"):

Owner:

AIOP Gulfstream Harbor, LLC
c/o: Jaffe, Raitt, Heuer, & Weiss
27777 Southfield Road, Suite 2500
Southfield, MI 48034
Attention: Arthur Siegal

Service Company:

Gulfstream Utility, LLC
27777 Southfield Road, Suite 200
Southfield, MI 48034
Attention: James Hoekstra

Notice given by certified mail shall be deemed received when the Return Receipt is signed for. Notice given otherwise shall be deemed received when received at the address to which sent or when actually received by the party to whom addressed. Either party may change its address by giving written Notice to the other, but the change shall not become effective until the Notice is actually received by the other party. Payments due to Owner hereunder shall be made to Owner at Owner's address set forth above (or at a changed address as provided above). If the last day for giving any Notice or performing any act hereunder falls on a Saturday, Sunday, or a day on which the United States post offices are not open for the regular transaction of business, the time shall be extended to the next day that is not a Saturday, Sunday, or post office holiday.

20. FORCE MAJEURE.

Neither party shall be considered in default in the performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered or prevented by any cause which is beyond the reasonable control of such party that includes, but is not limited to, any of the following: war (declared or undeclared), blockages, hostilities, revolutions, riots, strikes, lockouts or other labor disturbances, epidemics, fires, hurricanes, storms, terrorist acts, governmental acts, or any other cause (whether or not of kinds specifically mentioned herein) that is not reasonably within the control of the party claiming Force Majeure.

21. DOCUMENTATION.

Service Company and Owner agree that each shall timely execute such other documentation as may reasonably be required from time to time to effectuate the intent of this Lease.

22. INTERPRETATION.

It is agreed by and between the parties hereto that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Lease.

23. REMEDIES.

(a) In the event a party fails to perform any of its obligations hereunder, the non-defaulting party shall be entitled to: (1) terminate this Agreement by written Notice delivered to the other party and pursue all remedies available at law or in equity; (2) obtain specific

performance of the terms and conditions hereof; or (3) waive the default and proceed as contemplated herein.

(b) Upon the occurrence of any event of default by Service Company, and in addition to the other remedies set forth herein, Owner may (1) re-enter and repossess the Sites and Facilities, or any part thereof, by judicially mandated force, summary proceedings, ejections or otherwise; and, (2) remove all persons and property there from, whether or not this Lease has been formally terminated hereunder, it being understood and agreed that Owner shall have no liability by reason of any such re-entry, repossession or removal except to the extent caused by Owner's gross negligence or willful misconduct, and no such re-entry or taking of possession of any part of the Leased Premises by Owner shall be construed as an election on Owner's part to terminate this Lease unless a written Notice of such intention be given to Service Company.

(c) If Service Company breaches any of its obligations under this Lease, and the same shall constitute an event of default, then in addition to any other right or remedy Owner may have, Owner may perform such obligations on Service Company's behalf and the cost thereof, together with interest thereon, shall become due and payable as additional rent to Owner upon demand.

(d) In addition to other remedies provided in this Lease, Owner shall be entitled to seek and obtain temporary and permanent injunctive relief to prevent and restrain any breach or contemplated breach or threatened breach of and to specifically enforce the provisions of this Lease, and Owner shall not be obligated to post bond or other security in seeking such relief or to prove irreparable harm. The existence of any claim, demand, action, set-off counterclaim or cause of action by Service Company against Owner or any other person shall not constitute a defense to the enforcement by Owner of its rights under this Lease.

24. STRICT COMPLIANCE.

Failure to insist upon strict compliance of any of the terms, covenants, or conditions hereof by Owner shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one time be deemed a waiver or relinquishment of such right or power at any other time or times.

25. EMINENT DOMAIN.

If during the term of this Lease, if all or a substantial part of the Leased Premises is taken as a result of the exercise of the power of eminent domain, such that Service Company will not be able to provide service to the Property, this Lease shall terminate as to the part so taken as of the date of taking, and, in the case of partial taking, either Owner or Service Company shall have the right to terminate this Lease as to the balance of the Leased Premises by notice to the other within thirty (30) days after such date; provided, however, that a condition to the exercise by Service Company of such right to terminate shall be that the portion of the Leased Premises taken shall be of such extent and nature as to substantially handicap, impede or impair Service Company's use of the balance of the Leased Premises or to service the Property. In the event of any taking, Owner shall be entitled to any and all compensation, damages, income, rent, awards, or any interest therein whatsoever which may be paid or made in connection therewith, and Service Company shall have no claim against Owner for the value of any unexpired term of this Lease or otherwise. In the

event of a partial taking of the Leased Premises which does not result in a termination of this Lease, the rental thereafter to be paid shall be reduced on a per square foot basis.

If during the Term there is a taking by exercise of the power of eminent domain of less than all or substantially all of the Property, which taking includes a portion of the Service Company improvements, this Lease shall remain in full force and effect without abatement or reduction of rents, or other charges required to be paid by Service Company except as herein provided. In such event, Service Company shall proceed diligently to rebuild, replace and repair the improvements as near as legally and structurally practicable to their former condition, subject to approval of the location and nature of the improvements by Owner. Provided that no event of default exists, Service Company shall be entitled to use the portion of the net award applicable to the improvements, if any, to make such repairs, subject to reasonable conditions imposed by Owner, including, but not limited to the deposit of such portion of the net award within an escrow account and conditioning disbursements from such account in a manner similar to draw requests under an institutional construction loan. All such rebuilding, replacing and repairing shall be carried out in accordance with the provisions of this Lease. If the portion of the net award received by Service Company is insufficient to cover the cost of repair, then the deficiency shall be paid by Service Company. If the taking includes one or more tenanted areas, then the Annual Rent shall be reduced in the same proportion that the Annual Rent for the affected tenanted areas bears to the total annual payment for all tenanted areas.

26. SEVERABILITY.

In case any one or more of the provisions contained in this Lease shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity or unenforceable provision shall not affect any other provision thereof, and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

27. GOVERNING LAW.

This Lease and all matters affecting its interpretation and the rights of the parties hereunder shall be governed by the laws of the State of Florida.

28. RECORDATION

It is the intention of the parties that this Lease shall not be recorded. At the request of either party, the parties shall execute a "Memorandum of Lease" containing relevant lease information in a recordable form. Such Memorandum of Lease may be recorded by either party upon receipt of express written authorization to do so by the other party.

29. ENTIRE AGREEMENT

This Lease, including all exhibits and attachments hereto, contains the entire agreement of the parties with respect to the subject matter hereof, supersedes any and all prior agreements with respect thereto, and may not be changed, modified or amended except by an agreement in writing signed by both Owner and Service Company in the same manner as this Lease. Any

waiver by any party of any of its rights under this Lease or of any breach of this Lease shall not constitute a waiver of any other rights or of any other or future breach.

36. COUNTERPARTS

This Lease may be executed in two or more counterparts, each of which shall be an original and together shall constitute one and the same instrument. A signed copy of this Lease may be delivered by either of the parties by facsimile or electronic transmission, and such execution and delivery shall be considered valid, binding, and effective for all purposes.

37. AMBIGUITY

Each party and its counsel have participated fully in the review and revision of this Lease. The language in this Lease shall be interpreted as to its fair meaning and not strictly for or against any party. No inferences shall be drawn against either party.

30. SURRENDER OF POSSESSION

Service Company hereby covenants and agrees that at the expiration of the term of this Lease, by its own terms or any earlier termination upon a default, in the sole discretion of Owner: (a) sole ownership of the Sites, Facilities and all related improvements, and the right to their possession and use shall automatically pass to Owner without payment or consideration of any kind; or (b) Service Company shall be required, at its expense, to remove all improvements, fixtures and equipment from all Sites, and all Facilities from the Property, and restore the Property to a condition substantially the same as existed prior to this Lease (excluding restoration of forest and plant growth). Service Company shall not join in, consent to, or permit any liens, encumbrances or other matters of any kind which affect title to such improvements, if allowed under this Lease, to extend beyond the term of the Lease, and Service Company shall, upon expiration or sooner termination of this Lease, return the Leased Premises to Owner, free and clear of all encumbrances. In the event Owner elects to take possession and use of the improvements on the Property, although these provisions are intended to be self-executing, Service Company hereby agrees to execute any further documents requested by Owner to confirm Owner's sole ownership of and marketable title to such improvements and Service Company's grant and conveyance thereof to Owner shall be thereby made.

If Service Company does not vacate the Property when required by the terms of this Lease, Service Company shall be a tenant at sufferance and, in addition to all other damages and remedies to which Owner may be entitled for such holding over: (y) Service Company shall pay, an amount equal to two hundred percent (200%) of the Annual Rent for the year immediately preceding the beginning of the holdover tenancy, and (z) Service Company shall otherwise continue to be subject to all of Service Company's obligations under this Lease. The provisions of this Section shall not be deemed to limit or constitute a waiver of any other rights or remedies of Owner provided herein or at law.

The parties acknowledge and agree that leasing Property for the purposes herein, and the payment of Annual Rent as compensation, is a very specialized lease arrangement. The parties further acknowledge and agree Owner will have very limited ability to mitigate damages in the

event of default by Service Company. Therefore, the parties agree that Owner shall have no duty to mitigate damages due to an event of default through a subsequent lease of the Leased Premises, and that the improvements shall instead be subject to the right of possession and use by Owner as set forth herein.

[Signatures on following page]

IN WITNESS WHEREOF, Owner and Service Company have caused this Lease, with the named Exhibits attached, to be duly executed in several counterparts, each of which shall be considered an original executed copy for all purposes.

Owner:

AIOP Gulfstream Harbor, L.L.C.,
a Delaware limited liability company

By: Asset Investors Operating Partnership,
L.P., a Delaware limited partnership, Sole
Member

By: Sun AIOP GP LLC, a Delaware limited
liability company, General Partner

By: Sun Communities Operating Limited
Partnership, a Michigan limited partnership,
Sole Member

By: Sun Communities, Inc., a Maryland
corporation, General Partner

By: [Signature]
John McLaren, President & COO

Signed, Sealed and Delivered
In the Presence of:

[Signature]
Witness

[Signature]
Witness

STATE OF ~~FLORIDA~~ Michigan
COUNTY OF ~~ORANGE~~ Oakland

The foregoing instrument was acknowledged before me this 2 day of June, 2020 by John McLaren who is President of Sun Communities, Inc., the General Partner of Sun Communities Operating Limited Partnership, the sole member of Sun AIOP GP LLC, the general partner of Asset Investors Operating Partnership, L.P. ("AIOP"), in AIOP's capacity as the sole Member of AIOP Gulfstream Harbor, L.L.C., who is personally known to me individually and in the capacity aforesaid or has produced _____ as identification.

[Signature]
Notary Public
My Commission Expires:

[Signatures continued on following page]

STACEY ANN GREEN
Notary Public, State of Michigan
County of Oakland
My Commission Expires Jun. 25, 2027
Acting in the County of Oakland

Signed, Sealed and Delivered
In the Presence of:

Cindy K
Witness

Jessica D. Willis
Witness

Service Company:

Gulfstream Utility LLC,
a Michigan limited liability company

By: Asset Investors Operating Partnership,
L.P., a Delaware limited partnership, Sole
Member

By: Sun AIOP GP LLC, a Delaware limited
liability company, General Partner

By: Sun Communities Operating Limited
Partnership, a Michigan limited partnership,
Sole Member

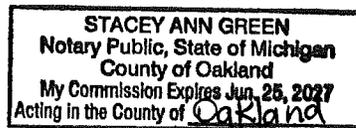
By: Sun Communities, Inc., a Maryland
corporation, General Partner

By: [Signature]
John McLaren, President & COO

STATE OF ~~FLORIDA~~ Michigan
COUNTY OF ~~GRANGE~~ Oakland

The foregoing instrument was acknowledged before me this 2 day of June, 2022 by John McLaren, the President of Sun Communities, Inc., the General Partner of Sun Communities Operating Limited Partnership, the sole member of Sun AIOP GP LLC, the general partner of Asset Investors Operating Partnership, L.P. ("AIOP"), in AIOP's capacity as the sole Member of Gulfstream Utility, LLC, who is personally known to me individually and in the capacity aforesaid or has produced _____ as identification.

Stacey Ann Green
Notary Public
My Commission Expires:



SERVICE PARCEL LEGAL AND SKETCH

THAT PART OF SECTIONS 13, 14, 23 AND 24, TOWNSHIP 23 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE NW CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 14; THENCE N 89°46'00" E, 1,342.12 FEET TO THE NORTHEAST CORNER OF SOUTHEAST 1/4 OF SOUTHEAST 1/4 OF SAID SECTION 14; THENCE S 89°59'16" E, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SOUTHWEST 1/4 OF SAID SECTION 13, 1,311.45 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SOUTHWEST 1/4 OF SAID SECTION 13; THENCE S 00°15'35" E, ALONG THE EAST LINE OF SOUTHWEST 1/4 OF SOUTHWEST 1/4 OF SAID SECTION 13, 1,328.17 FEET TO SOUTHEAST CORNER OF SOUTHWEST 1/4 OF SOUTHWEST 1/4 OF SAID SECTION 13; THENCE S 00°10'30" E, 1,284.05 FEET; THENCE S 00°10'26" E, 44.00 FEET; THENCE S 00°10'30" E, 1,331.82 FEET; THENCE N 89°16'31" W, 1,328.47 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF NORTHEAST 1/4 OF SAID SECTION 24; THENCE N 00°00'39" W, 1,328.44 FEET; THENCE S 89°53'08" W, 1,324.03 FEET TO THE EAST RIGHT OF WAY LINE OF WAKULLA STREET; THENCE N 00°07'02" W, ALONG SAID EAST RIGHT OF WAY LINE OF WAKULLA STREET, 1,300.37 FEET; THENCE N 00°06'29" W, ALONG SAID EAST RIGHT OF WAY LINE OF WAKULLA STREET, 31.08 FEET; THENCE N 00°04'45" W, ALONG SAID EAST RIGHT OF WAY LINE OF WAKULLA STREET, 1,325.45 FEET TO THE POINT OF BEGINNING.

BEARINGS ARE BASED ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13-23-10 AT BEING S89°59'16"E.

THE SPECIFIC PURPOSE OF THIS SKETCH AND LEGAL IS FOR UTILITY COMPANIES TO ACCESS THE SERVICE PARCEL AND THE LEASE PARCEL AND THIS LEGAL AND SKETCH IS NOT TO BE USED FOR ANY REAL ESTATE TRANSACTION OR DEED RECORDING. THIS IS FOR INFORMATIONAL DIRECTIONAL PURPOSES ONLY.

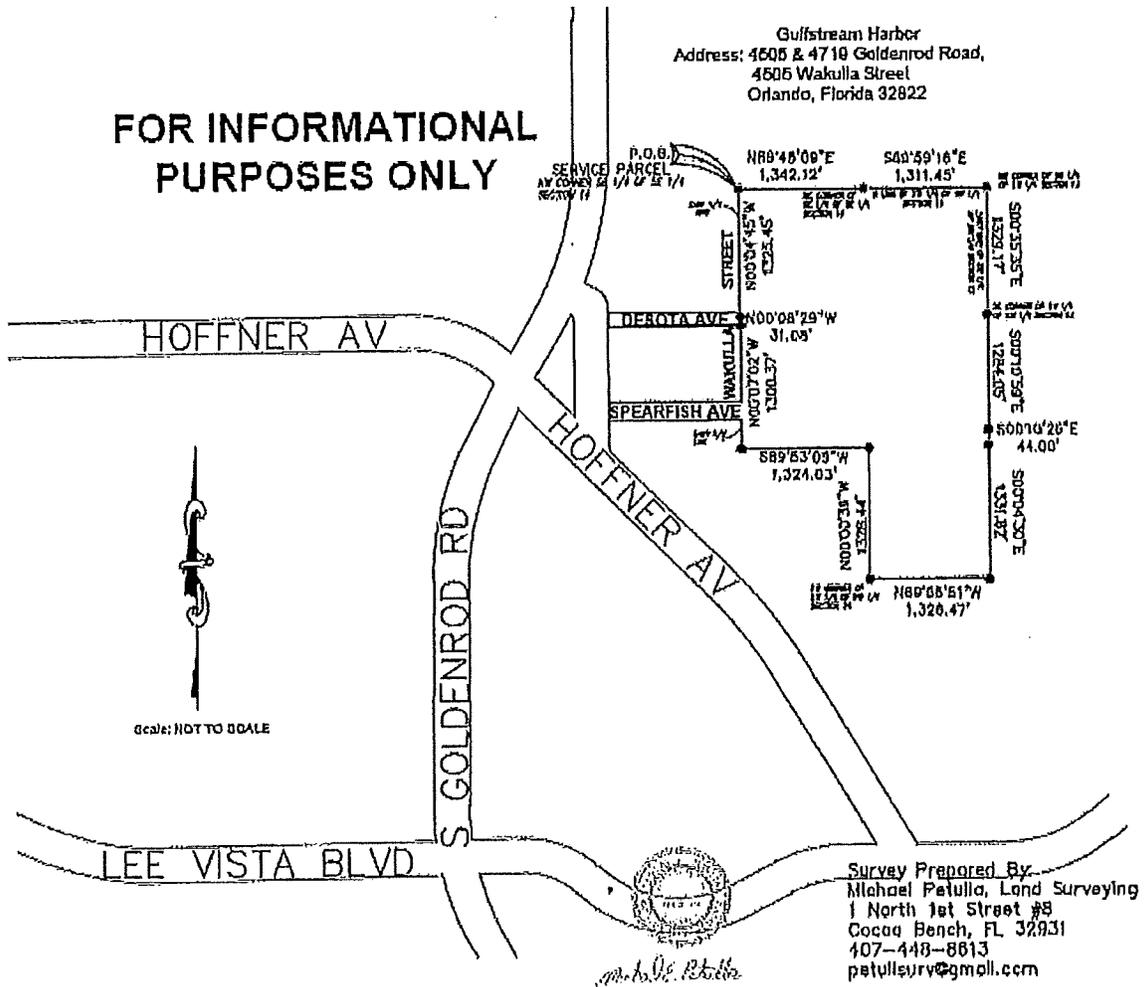


EXHIBIT B
The Leased Premises

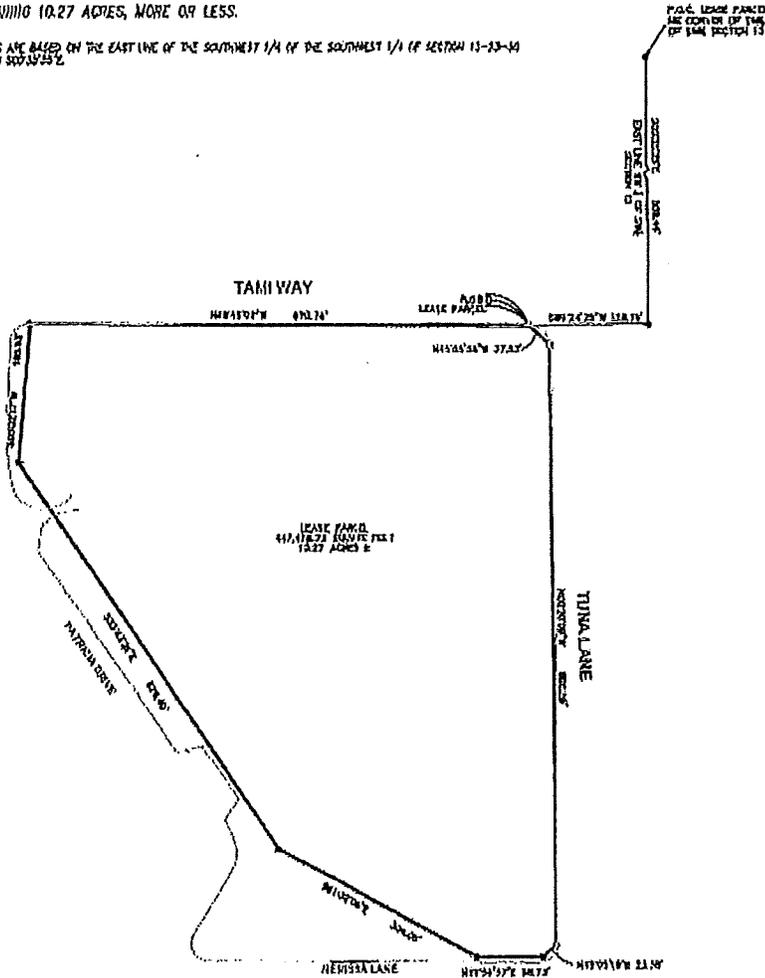
LEASE PARCEL LEGAL AND SKETCH

A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 23 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 13; THENCE S00°33'33"E, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 13, A DISTANCE OF 858.44 FEET; THENCE S69°24'25"W, 168.78 FEET TO THE POINT OF BEGINNING; THENCE N 89°46'02"W, 670.78 FEET; THENCE S05°02'37"W, 185.95 FEET; THENCE S33°43'21"E, 028.40 FEET; THENCE S01°32'08"E, 304.08 FEET; THENCE N89°56'57"E, 88.73 FEET; THENCE N48°05'19"E, 23.38 FEET; THENCE N00°30'09"W, 808.89 FEET; THENCE N45°55'58"W, 37.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.27 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13-23-14 AS BEING S00°33'33"E.



Michael Petulla
 Survey Prepared By:
 Michael Petulla, Land Surveying
 1 North 1st Street #8
 Cocoa Beach, FL 32931
 407-448-8613
 petullsurv@gmail.com

**CUSTOMER NOTICE
OF GULFSTREAM UTILITY LLC**

On June 28, 2022, the Florida Public Service Commission (FPSC) entered its Final Order granting Gulfstream Utility LLC a certificate to operate a wastewater utility in Orange County. As part of that approval, the FPSC authorized the collection of the following Miscellaneous Service Charges:

Schedule of Miscellaneous Service Charges

	<u>Normal Business Hours</u>	<u>After Hours</u>
Violation Reconnection Fee	Actual Cost	Actual Cost
Premises Visit Fee (in lieu of disconnection)	\$16.00	\$26.00
Late payment Fee	\$8.00	
NSF Check Charge	Pursuant to Section 68.065, Fla. Stats.	

These charges will be effective as soon as the related tariffs are approved by the FPSC staff in mid to late July.

If you have any questions, please contact the utility and have your customer account number and address available.

GULFSTREAM UTILITY LLC