

**MIKE SMALLRIDGE UTILITY CONSULTANT
& MANAGEMENT SERVICES
15827 CEDAR ELM TERRACE
LAND O LAKES, FLORIDA 34638
352-302-7406**

RECEIVED-FPSC
09 AUG 11 AM 11:16
COMMISSION
CLERK

August 7, 2009

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

RE: Docket # 090093-WS Application of Transfer for Heather Hills Estates Utilities, Inc.

Dear Commission Clerk:

Please find attached "Asset Purchase Agreement" for the above docket as requested by commission staff.

Thanks for your help.

Have a Nice Day.

Sincerely,

S/ Michael A. Smallridge

Mike Smallridge

DOCUMENT NUMBER-DATE

08311 AUG 11 8

FPSC-COMMISSION CLERK

ASSET PURCHASE AGREEMENT

THIS AGREEMENT (the "*Agreement*") is dated as of the 1st day of January, 2009, by and among HEATHER HILLS ESTATES UTILITIES, LLC, a Florida limited liability company (the "*Buyer*"); and KEITH C. STARKEY, individually and as Trustee of the Keith C. Starkey Revocable Trust under agreement dated July 28, 1997, and CLARA B. STARKEY, individually and as Trustee of the Clara B. Starkey Revocable Trust under agreement dated July 28, 1997 (collectively, the "*Sellers*"); and sets forth the terms and conditions by which the Buyer shall acquire certain assets of the Sellers used in the Sellers' operation of a water and wastewater utility system. The Buyer and the Sellers are referred to collectively as the "*Parties*."

RECITALS

WHEREAS, the Sellers own and operate a water and wastewater utility business located in Bradenton, Manatee County, Florida (the "*Business*"); and

WHEREAS, the Sellers desire to sell and the Buyer desires to purchase the assets utilized in the Business on and subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the covenants herein contained, the Parties agree as follows:

Section I - Definitions

1.1 Definitions: In this Agreement, each of the following terms has the meaning specified or referred to in this Section I:

"*Assets*" shall mean all right, title, and interest in and to all the assets owned by the Sellers and utilized in the Business, except for the Excluded Assets, including all: (a) interests in real property, including any fee property, leaseholds and subleases, improvements, fixtures, easements, rights-of-way, and other appurtenances thereto, including, without limitation, the property described on Schedule 6.1(a) (collectively, the "*Property Interests*"); (b) tangible personal property, including, without limitation, all machinery, equipment, inventories, and supplies and those items identified on Schedule 3.1(k); (c) customer deposits; (d) licenses and permits associated with the Business, including, without limitation, those items listed on Schedule 3.1(m); (e) contracts, licenses, leases and agreements and other similar arrangements and rights thereunder, including, without limitation, those contracts listed on Schedule 2.4 (collectively, the "*Contracts*"); (f) franchises, certificates of approval, permits, licenses, orders, registrations, variances and similar rights obtained from governments and the governmental agencies, including the FPSC; (g) intellectual property of any type, including the name "Heather Hills Estates, Inc." or any derivation thereof, any trade names, service marks, trade secrets and know-how; and (h) books, ledgers, files, documents, correspondence, lists, drawings, plans, specifications, warranties, and plats.

"*Business*" shall have the meaning set forth above.

"*Buyer*" shall have the meaning set forth above.

"Closing" shall have the meaning set forth in Section 2.3 hereof.

"Closing Date" shall have the meaning set forth in Section 2.3 hereof.

"Disclosure Schedules" shall mean the disclosure schedules of Sellers set forth in Section III.

"Environmental, Health, and Safety Laws" shall mean all laws of federal, state, and local governments (and all agencies thereof) concerning pollution or protection of the environment, public health and safety, including laws relating to emissions, discharges, releases or threatened releases of pollutants, contaminants or chemical, industrial, hazardous or toxic materials or waste into ambient air, surface water, ground water or lands or otherwise, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act, the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Emergency Plan and Community Right to Know Act of 1986, the Clean Air Act, the Clean Water Act, the Toxic Substances Control Act, the Hazardous Materials Transportation Act, the Federal Insecticide, Fungicide and Rodenticide Act, the Federal Safe Drinking Water Act, the Federal Radon and Indoor Air Quality Research Act, and the Occupational Safety and Health Act, as all such laws or acts have been amended.

"Excluded Assets" shall mean cash held by the Sellers, accounts receivable as of the Closing Date, and any of the items listed on Schedule 1.1.

"Excluded Liabilities" shall have the meaning set forth in Section 2.4 hereof.

"FPSC" shall mean Florida Public Service Commission.

"Hazardous Substance" shall mean petroleum, petroleum hydrocarbons or petroleum products, petroleum by-products, radioactive materials, asbestos or asbestos-containing materials, gasoline, diesel fuel, pesticides, radon, urea formaldehyde, lead or lead-containing materials, polychlorinated biphenyls; and any other chemicals, materials, substances or wastes in any amount or concentration which are now included in the definition of "hazardous substances," "hazardous materials," "hazardous wastes," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "pollutants," "regulated substances," "solid wastes," or "contaminants" or words of similar import under any of the Environmental, Health, and Safety Laws.

"Knowledge" shall mean, in respect of any person or entity, the actual knowledge of such person or entity and each director and officer of such entity after making all due and reasonable inquiries.

"Ordinary Course of Business" shall mean the ordinary course of business consistent with past custom and practice.

"Parties" shall have the meaning set forth above.

"Purchase Price" shall have the meaning set forth in Section 2.2 hereof.

"Regulatory Approval" shall mean any approval and compliance required pursuant to Florida law, including Chapter 367, Florida Statutes, and the rules and regulations promulgated thereunder, to operate the Business or in connection with the consummation of the transactions contemplated by this Agreement; such approval and compliance is administered by and through the FPSC.

"Sellers" shall have the meaning set forth above.

"Tax" shall mean any federal, state, or local income, gross receipts, license, payroll, employment, severance, unemployment, disability, real property, personal property, sales, use, transfer, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not.

"Tax Authority" shall mean any regulatory authority responsible for the imposition, assessment, or collection of any Tax (domestic or foreign).

"Tax Return" shall mean any return, statement, declaration, notice, certificate, or other document that is or has been filed with or submitted to, or required to be filed with or submitted to, any Tax Authority in connection with the determination, assessment, collection, or payment of any Tax or in connection with the administration, implementation, or enforcement of or compliance with any legal requirement related to any Tax.

Section II - Purchase and Sale of Assets; Closing

2.1 Purchase and Sale of Assets: Subject to the terms and conditions of this Agreement, the Buyer agrees to purchase from the Sellers and the Sellers agree to sell, transfer, assign, and deliver to the Buyer, all of the Assets free and clear of all liens, security interests, options, rights of first refusal, mortgages, charges, indebtedness, deeds of trust, leases, or security agreements on the Closing Date against receipt by the Sellers of the Purchase Price (as adjusted as provided herein).

2.2 Purchase Price:

- (a) Subject to the following adjustments, in consideration for the sale of the Assets, the Buyer agrees to pay the Sellers on the Closing Date ONE HUNDRED TWENTY-THREE THOUSAND ONE HUNDRED TWENTY-THREE and 46/100 Dollars (\$123,123.46) (the "Purchase Price").
- (b) All items of revenue and expense related to the Business, including without limitation, ad valorem Taxes relating to the Assets, utility bills and lease payments and any other monthly recurring payments related to the Assets, shall be prorated as of the Closing Date in such a manner that will result in: (i) the Sellers having paid for and received the benefit of those items attributable to the period of time prior to and on the Closing Date, and (ii) the Buyer having paid for and received the benefit of those items attributable to the period of time following the Closing Date. The Purchase Price shall be adjusted to account for such proration. If the actual amounts to be prorated pursuant to the foregoing provisions are not known on the Closing Date, then the proration shall be made on the Closing Date using the best evidence then available (the "Estimated Proration"), and thereafter, when actual figures are received, a cash settlement will be made between the Sellers and the Buyer. The Purchase Price shall also be adjusted downward by the amount of customer deposits (and all interest accrued or properly accruable thereon) as of Closing.

- (i) If any Estimated Prorations are used at Closing, then the Buyer and the Sellers shall attempt jointly to obtain actual figures and complete the cash settlement of the related prorated items within 180 days after the Closing Date, which resolution, if achieved, shall be binding upon all parties to this Agreement and not subject to dispute or review. If the Buyer and Sellers cannot finalize such cash settlement to their mutual satisfaction within such 180-day period, the Buyer and the Sellers shall, within the following 10 days, jointly designate an independent public accounting firm to be retained to review the Estimated Prorations and any other relevant documents. The cost of retaining such independent public accounting firm shall be borne equally by the Sellers and the Buyer. Such firm shall report its conclusions in writing to the Buyer and the Sellers and such conclusions as adjustments pursuant to this Section 2.2 shall be binding on all parties to this Agreement and not subject to dispute or review.
 - (ii) If, as a result of such adjustments, the Buyer is determined to owe an amount to the Sellers, or the Sellers are determined to owe an amount to the Buyer, such amount shall be paid to the Sellers or the Buyer, as applicable, within 5 business days after such adjustments are agreed to by the Sellers and the Buyer or, if applicable, within 5 business days after the delivery of the independent public accounting firm's report under Section 2.2(b)(i) above.
- (c) The parties agree to allocate the Purchase Price among the Assets as specified on Schedule 2.2(c). The allocation of the Purchase Price set forth on Schedule 2.2(c) is intended to comply with the requirements of Section 1060 of the Internal Revenue Code of 1986, as amended (the "*Tax Code*"). The parties covenant and agree that: (i) such allocation was determined in an arm's length negotiation and none of the parties shall take a position on any Tax Return (including IRS Form 8594) before any Tax Authority or in any judicial proceeding that is in any way inconsistent with such allocation without the written consent of the other parties to this Agreement or unless specifically required pursuant to a determination by an applicable Tax Authority; (ii) they shall cooperate with each other in connection with the preparation, execution, and filing of all Tax Returns related to such allocation; and (iii) they shall promptly advise each other regarding the existence of any tax audit, controversy or litigation related to such allocation.
- (d) The Purchase Price shall be paid by a promissory note (the "*Note*") in the full amount of the Purchase Price, executed by the Buyer, payable in installments as set forth in the Irregular Amortization Calculation prepared by Hynton, Pool, and Smith, attached hereto as Schedule 2.2(d). Said Note shall be in the form attached hereto as Exhibit C, and the Sellers agree that the Note shall not be secured by a Form UCC-1 Financing Statement or otherwise.

2.3 The Closing:

- (a) The closing of the transactions contemplated by this Agreement (the "*Closing*") shall take place in Manatee County, Florida, at the offices of Barnes Walker, Chartered (the "*Closing Agent*"), located at 3119 Manatee Avenue West, Bradenton, Florida 34205, on or before the fifth (5th) business day after the conditions set forth in this Agreement have been satisfied or waived or such other date as the Parties may determine. The parties agree that, regardless of the actual date the Closing documents are executed, however, all

Closing documents and the transaction contemplated by this Agreement as a whole shall have an effective date of January 1, 2009 (the "*Closing Date*"). The Seller hereby acknowledges and agrees to: (i) the Closing Agent having represented the Buyer during the course of preparation and negotiation of this Agreement, and (ii) the Closing Agent continuing to represent the Buyer during and after the Closing.

- (b) At the Closing, the Sellers shall deliver the following to the Buyer: (i) a Bill of Sale in the form attached as Exhibit A; (ii) a Quit-Claim Deed, in the form attached as Exhibit B; (iii) such other instruments of transfer, assignment, and conveyance in form and substance reasonably satisfactory to the Buyer sufficient to transfer to and effectively vest in the Buyer all right, title, and interest in the Assets together with possession of the Assets free and clear of all encumbrances; and (iv) any other certificates, resolutions or documents reasonably requested by the Buyer in connection with the Closing, including, without limitation, a certificate executed by the Sellers certifying that all of the representations and warranties made by the Sellers herein are true and correct in all material respects as of the Closing Date and that the Sellers have performed all of their obligations hereunder through the Closing Date. The Buyer shall pay the Purchase Price (as adjusted pursuant to the provisions hereof) by delivery to the Sellers of the Note, in the form attached hereto as Exhibit C.
- (c) The Closing Agent shall charge a closing and document preparation fee of \$2,000.00. The Sellers and the Buyer shall, at the Closing, each pay one-half of said fee.

2.4 No Assumption of Liability: From and after the Closing Date, the Buyer will assume and discharge all obligations of the Sellers that accrue and are due and performable subsequent to the Closing Date under the Contracts listed on Schedule 2.4 hereto (the "*Assumed Liabilities*") provided that: (i) the rights thereunder have been duly and effectively assigned to the Buyer, and (ii) the Buyer shall not assume any liability arising from or related to any breach of the Contracts by the Sellers prior to the Closing Date. Other than the Assumed Liabilities, Buyer does not assume any direct or indirect duties, liabilities or obligations of the Sellers of any kind or nature, fixed or unfixed, known or unknown, accrued, contingent or otherwise, and it is understood that all such liabilities are retained by the Sellers and the Sellers shall be responsible for the payment and discharge of all such liabilities (such liabilities herein being defined as the "*Excluded Liabilities*").

2.5 Joint/Several Liability: Each of the Sellers, individually and as trustee of their respective trusts, hereby acknowledge and agree that they shall be jointly and severally liable for all representations, warranties, covenants, obligations and other agreements of the Sellers under this Agreement and that they shall jointly and severally indemnify, defend, and hold harmless the Buyer from any liability in connection therewith.

Section III - Representations and Warranties of the Sellers

3.1 Except as set forth in the Disclosure Schedules referenced below, and with knowledge that the Buyer is entering into this Agreement in reliance thereon, each the Sellers, jointly and severally, individually and as trustees of their respective trusts, represent and warrant that as of the date hereof and as of the Closing Date:

- (a) the Sellers have all the requisite power and authority and capacity to enter into this Agreement;
- (b) this Agreement has been duly executed and delivered by the Sellers and constitutes a legally binding and enforceable obligation of each of the Sellers enforceable against the Sellers in accordance with its terms;
- (c) this Agreement and its consummation will not conflict with or result in a breach of any agreement, judgment, order, or government permit, nor will it result in the creation of a lien, or require consent from a third party or any governmental entity, except for the Regulatory Approval;
- (d) the balance sheet and statement of income for the Sellers for the fiscal period ending December 31, 2007, and the period beginning January 1, 2008, and ending December 31, 2008, attached hereto as Schedule 3.1(d), have been prepared and maintained in accordance with generally accepted accounting principles applied on a consistent basis and accurately, completely, and fairly present the Sellers' financial position and the results of Business operations as of the respective dates thereof; other than as disclosed in the financial statements, there are no undisclosed liabilities of any nature associated with the Business; since the date of the last balance sheet contained in the financial statements attached hereto as Schedule 3.1(d), there has not been any material adverse change in the Business, operations, properties, prospects, Assets, or any condition of the Sellers; no event has occurred or condition exists that may result in such a material adverse change;
- (e) there are and have been no violations by the Sellers of any Environmental, Health, and Safety Law and, to the Knowledge of the Sellers, no violations of any such law have been committed on properties owned by the Sellers;
- (f) the Sellers have good and indefeasible title to all Property Interests purported to be owned by them in fee, and good and merchantable title to all of the other Assets, in each case free and clear of all liens and other encumbrances, including without limitation, the Property Interests described on Schedule 6.1(a); none of the Assets are leased by the Sellers;
- (g) there are no pending actions, claims, suits, or proceedings to which the Sellers are a party, or to the Knowledge of the Sellers threatened, that may prevent or delay the Closing of the transactions contemplated hereby or have any effect on the Assets, except that Sellers have previously disclosed the Property Owners' Lawsuit listed on Schedule 1.1;
- (h) the Sellers are not a party to any Contract other than as set forth on Schedule 2.4, and as of the date hereof and upon consummation of the transactions contemplated hereby, are not and will not be in default under any Contract and, to the Knowledge of the Sellers, no other party to any Contract is in default thereunder;
- (i) the Sellers do not maintain, sponsor, participate in or contribute to, and are not required to contribute to, and have no obligation under any employee benefit plans;

- (j) all returns of Taxes, information, and other reports required to be filed in any jurisdiction by the Sellers have been timely filed and all such returns are true and correct in all material respects, and all Taxes of the Sellers have been paid;
- (k) Schedule 3.1(k) sets forth all material tangible property owned by the Sellers and such Assets and the other Assets of the Sellers are adequate for the uses to which they are being put and without the need for repair or replacement, and are sufficient for the continued conduct of the Business after the Closing Date in substantially the same manner as conducted prior to the Closing; the Assets comprise all of the assets and properties (including any real estate) utilized by the Sellers in the operation of the Business, nor do the Sellers know or have any reasonable grounds to know of any material fact or omission regarding the Business or the Assets that would reasonably affect a prudent investor's decision to purchase the Business or the Assets, except as specifically stated herein;
- (l) the sale of the Business and the Assets is not subject to any right of first refusal by the homeowners' association for Heather Hills Estates, and such association, if any exists, has waived any and all rights it or its members may have with respect to a right of first refusal under Chapter 723 of the Florida Statutes or under any other applicable law, regulation, or statute;
- (m) Schedule 3.1(m) sets forth all rights, licenses, and permits of the Sellers associated with the Business (the "*Permits*"); all such Permits are in full force and effect and are valid and enforceable in accordance with their respective terms; such Permits constitute all the licenses and permits required for the conduct of the Business as presently conducted, and all such Permits will be in full force and effect at Closing;
- (n) the Sellers and the Assets are, and at all times have been, in full compliance with all applicable laws, statutes, ordinances, rules, regulations, and orders that are or were applicable to them or to the conduct or operation of the Business or the ownership or use of any the Assets;
- (o) except as set forth on Schedule 3.1(o), the Sellers have no employees and are not a party to any collective bargaining, employment, or consulting agreement;
- (p) the representations and warranties of the Sellers contained in this Agreement and in all other documents and information furnished to the Buyer are complete and accurate and do not and will not include any untrue statement of a material fact or omit to state any material fact necessary to make the statements made not misleading;
- (q) neither the Sellers nor any of their affiliates have employed any broker, finder, advisor, or intermediary in connection with the transactions contemplated by this Agreement that would be entitled to a broker's, finder's, or similar fee or commission in connection therewith or upon the consummation thereof, except for Michael Smallridge; Buyer and Sellers have agreed to divide equally any commission or fee for Mr. Smallridge's services; and

- (r) the number and identity of customer accounts of the Sellers and a listing of all customer deposits relating to such customer accounts, as of January 1, 2009, are set forth in Schedule 3.1(r).

Section IV - Representations and Warranties of the Buyer

- 4.1 The Buyer represents and warrants to the Sellers as follows:
- (a) the Buyer is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation on the date of execution of this Agreement;
 - (b) this Agreement constitutes a legally binding and enforceable obligation of the Buyer enforceable against the Buyer in accordance with its terms; and
 - (c) there are no proceedings or other actions commenced against the Buyer that may prevent or delay the Closing of the transactions contemplated hereby.

Section V - Agreements Through Closing

- 5.1 During the period from the date hereof until the Closing:
- (a) the Sellers shall provide the Buyer with reasonable access to the Assets and their customers, suppliers, officers, directors and employees, including access for the purposes of conducting the environmental investigations or audits contemplated in Section 7.1(d);
 - (b) the Sellers shall not, without the consent of the Buyer, acquire or dispose of any Assets, terminate or amend any Contract, increase the compensation of any employees or commit to do any of the foregoing or make any other commitments or take any actions that are outside the Ordinary Course of Business;
 - (c) the Buyer and the Sellers shall cooperate to the maximum extent possible to satisfy all Closing conditions, including obtaining all regulatory requirements necessary for the transactions contemplated hereby, including obtaining the Regulatory Approval;
 - (d) the Sellers shall conduct the Business in the usual, regular, and ordinary manner consistent with past practice and use their reasonable best efforts to preserve the Sellers' present relationships with persons having business dealings with the Sellers;
 - (e) the Sellers shall promptly advise the Buyer of any fact or condition that causes or constitutes a breach of any of the Sellers' representations and warranties, or if the Sellers become aware of the occurrence, after the date of this Agreement, of any fact or condition that would or could have a materially adverse effect on the Assets or the Business; and
 - (f) the Sellers will not, and will cause the Sellers' advisors not to, directly or indirectly, solicit, initiate, or encourage any inquiries or proposals from, discuss or negotiate with, provide any non-public information to, or consider the merits of any unsolicited inquiries or proposals from, any person (other than the Buyer) relating to any transaction involving

the sale of the business or assets (other than in the Ordinary Course of Business) of the Sellers or any merger, consolidation, business combination, or similar transaction involving the Sellers.

Section VI - Title Search, UCC Searches, and Survey

6.1 Documentation: On or before Closing, Buyer may obtain the following:

- (a) a Title Search (the "*Title Search*") from the Closing Agent setting forth the status of title of the Property Interests and showing all liens, claims, encumbrances, rights-of-way, easements, reservations, restrictions, outstanding mineral interests, and other matters, if any, relating to the Property Interests, including the easements described on Schedule 6.1(a);
- (b) a true, correct, and legible copy of all documents referred to in the Title Search, if one is obtained, including, without limitation, plats, deeds, restrictions, and easements; and
- (c) current searches (the "*UCC Searches*") reflecting all UCC-1 filings that relate to the Assets and that reflect the Sellers or any other person who has owned the Assets within the last five (5) years, as "Debtor;" Buyer will provide a copy of the results of the UCC Searches to Sellers.

6.2 Survey: On or before Closing, the Buyer may, at the Buyer's cost and expense, have a survey of the real property on which the Assets are located prepared by a surveyor selected by the Buyer (the "*Survey*"). For purposes of the property description to be included in the Deed, the field notes prepared in connection with the Survey shall control any conflicts or inconsistencies with Schedule 6.1(a) hereto, and such field notes shall be incorporated herein by this reference upon their completion and shall constitute the property description attached to the Deed.

6.3 Encumbrances: If the Title Search, Survey, or UCC Searches, or any update of the Title Search, Survey, or UCC Searches, shows that the Assets are subject to any lien, claim, encumbrance, reservation, restriction, or other matter of whatsoever nature other than the Permitted Encumbrances (herein defined) (all liens, claims, encumbrances, reservations, restrictions and other matters that affect the Assets herein being called the "*Encumbrances*"), then Sellers shall, subject to the terms hereof, cure or remove such Encumbrances. At or before Closing, Buyer shall notify Sellers of those Encumbrances subject to which Buyer will accept title to the Assets (the "*Permitted Encumbrances*") and those Encumbrances which Buyer finds objectionable. If such notice is not given, it shall be deemed that all Encumbrances reflected by the Title Search, Survey, and UCC Searches are objectionable. Sellers, at their sole cost and expense, shall use their best efforts to cure or remove all Encumbrances, other than Permitted Encumbrances, and deliver within thirty (30) days of the date of Buyer's notice an amended Title Search, Survey, and UCC Searches reflecting the cure of such Encumbrances. Sellers shall not be obligated to spend more than \$15,000.00 to cure or remove any such Encumbrance (other than any lien constituting an Encumbrance, which Sellers shall remove, regardless of cost). Sellers shall not place, or allow to be placed, any Encumbrance of any nature against or relating to the Assets between the date hereof and the Closing. In the event any such Encumbrance is

placed against or otherwise becomes relative to the Assets between the date hereof and the Closing, notwithstanding the other provisions of this Section 6.3 or in Section 6.4, Sellers, at their sole cost and expense, shall cure or remove such Encumbrance and shall deliver within thirty (30) days of the date such Encumbrance is placed against or otherwise becomes relative to the Assets an amended Title Search, Survey, and UCC Search reflecting the cure of such Encumbrance.

6.4 Remedies: If Sellers refuse or fail to cause any Encumbrance (other than a Permitted Encumbrance) to be removed or cured, or Sellers give notice to Buyer that Sellers will not cause such Encumbrance to be removed or cured, then Buyer shall have the right and remedy, to:

- (a) unilaterally extend the date for Closing for a period not more than sixty (60) days after the date which the Agreement could otherwise be terminated pursuant to Section 10.1(b) to afford Sellers additional time within which to cure such Encumbrance (without prejudice to the later exercise of Buyer's rights set forth in subparts (b) and (c) of this subsection);
- (b) consummate the purchase of the Assets pursuant to this Agreement, in which event the Purchase Price shall be reduced by the amount of any lien constituting an Encumbrance not so removed or cured, or any amount paid to cure or cause the release of (or required to be paid to cure or cause the release of, in the good faith estimate of Buyer) such Encumbrance other than a lien; or
- (c) terminate this Agreement by giving Sellers written notice thereof at or before Closing, or if sooner, by no later than one hundred and twenty (120) days after the date on which Sellers have delivered the notice contemplated in the preamble to this Section 6.4.

Section VII - Buyer's Conditions to Close

7.1 Conditions to Close: Unless waived by the Buyer in its sole discretion, the Buyer's obligation to consummate the transactions contemplated by this Agreement is subject to the following conditions:

- (a) (i) the representations and warranties of the Sellers shall be accurate as of the date of this Agreement and at and as of the Closing Date as though such representations and warranties had been made at and as of the Closing Date, and (ii) Sellers shall have performed and complied with all covenants and conditions required to be performed and complied with by them at or prior to the Closing Date;
- (b) all statutory requirements for the valid consummation of the transactions contemplated herein shall have been fulfilled and all governmental consents, approvals, or authorizations necessary for the valid consummation of the transactions contemplated herein shall have been obtained including, but not limited to, the Regulatory Approval;
- (c) no action or suit shall have been commenced and no statute, rule, regulation, or order shall have been enacted or proposed that reasonably may be expected to prohibit the Buyer's ownership of the Assets or render the Buyer unable to purchase the Assets, make

- the sale of the Assets illegal, or impose material limitations on the ability of the Buyer to exercise full rights of ownership of the Assets;
- (d) the completion, at the sole option and expense of Buyer, of a Phase I environmental report or other environmental investigation regarding the real property on which the Assets are located and, if recommended, the completion of a Phase II environmental report, and the contents of each such report being to the reasonable satisfaction of the Buyer;
 - (e) the Buyer shall have completed to its sole satisfaction a due diligence review of the Assets and the Business;
 - (f) the Members and Managers of the Buyer shall have approved the transactions contemplated by this Agreement;
 - (g) all consents, approvals, and waivers necessary to permit the Sellers to transfer the Assets to the Buyer, or necessary to permit the Buyer to conduct the Business as presently conducted, shall have been obtained, including the Regulatory Approval, *provided* that, if no written objection to the purchase and sale of the Assets as contemplated herein is received from the FPSC within thirty (30) days after notice of the sale was mailed to the FPSC or published by the applicant(s), the Buyer may, at its sole election, deem this condition to be satisfied;
 - (h) the Sellers shall have delivered to Buyer at Closing a certificate executed by the Sellers, individually and on behalf of their trusts, dated as of the Closing Date, that certifies that the representations and warranties of the Sellers contained in this Agreement are true and correct as of the Closing Date and that the Sellers have performed and complied with all covenants and conditions required by this Agreement to be performed and complied with by any of them at or prior to Closing;
 - (i) the Sellers shall have provided to the Buyer at Closing a true and correct accounting of the balance sheet and statement of income of the Sellers to update and supplement the information set forth in Schedule 3.1(d), and such updates shall be satisfactory to the Buyer, in its sole discretion; and
 - (j) the Sellers shall have provided to Buyer at Closing a true and correct accounting of the number and identity of all customer accounts of the Sellers and all customer deposits relating to such customer accounts to update and supplement the information set forth in Schedule 3.1(r).

Section VIII - Indemnification

8.1 Survival; Right to Indemnification Not Affected By Knowledge: All representations, warranties, covenants, and obligations in this Agreement or any document delivered pursuant to this Agreement will survive the Closing. Except for any matter to the extent disclosed in the Disclosure Schedules, the right to indemnification will not be affected by any investigation or any knowledge acquired by the Buyer at any time with respect to the accuracy or inaccuracy of or compliance with, any such representation, warranty, covenant, or obligation.

8.2 Indemnity: Each of the Sellers shall, jointly and severally, individually and as trustees of their respective trusts, indemnify and hold harmless the Buyer and its officers, managers, members, employees, agents, and assigns from and against any claims, liabilities, losses, damages, fees, penalties, costs, including reasonable attorneys' fees to which the Buyer may become subject arising out of, resulting from, or in any way related to:

- (a) a breach of, or the failure to perform or satisfy, any of the representations, warranties, and covenants made by the Sellers in this Agreement;
- (b) violations or claimed violations of any Environmental, Health, and Safety Laws that relate in any way to the ownership, occupancy, use, operation, or conditions of any present or former properties of the Sellers on or before the Closing Date, including but not limited to the Property Interests;
- (c) any cleanup or remediation requirement or liability or any other damages or liability arising from a release or threatened release or exposure to any Hazardous Substances to the extent that those Hazardous Substances are present at any present or former properties of the Sellers (including but not limited to the Property Interests) on or before the Closing Date;
- (d) any Taxes attributable to the Sellers; and
- (e) any Excluded Liabilities,

in each case provided that a notice regarding the matter giving rise to such indemnification obligation shall have been given to the Sellers within ten (10) years following the Closing Date, except with respect to indemnification for: (i) matters arising under Sections 8.2(b), 8.2(c) and 8.2(d), which shall be subject to the appropriate statute of limitations, and (ii) Section 8.2(e), which shall not be subject to any time restrictions or limitations. Each of the Sellers, jointly and severally, individually and as trustees of their respective trusts, shall reimburse the Buyer for any legal or other expenses reasonably incurred by the Buyer in relation to any matter for which the Sellers shall be required to indemnify any person or entity under this Agreement as such expenses are incurred.

8.3 Attorneys' Fees: In the event that any Party defaults or is in breach of any of its obligations under this Agreement (the "*Defaulting Party*") and, as a result thereof, the other Party (the "*Nondefaulting Party*") seeks to legally enforce its rights hereunder against the Defaulting Party, then, in addition to all damages and other remedies to which the Nondefaulting Party is entitled by reason of such default or breach, the Defaulting Party shall promptly pay to the Nondefaulting Party an amount equal to all costs and expenses (including reasonable attorneys' fees and attorneys' fees in connection with determining the amount of attorneys' fees) paid or incurred by the Nondefaulting Party in connection with such enforcement.

Section IX - Covenants After Closing

9.1 Non-Compete:

- (a) During the two (2) year period following the Closing, neither the Sellers nor any of their respective affiliates shall directly or indirectly compete with the Buyer in the Buyer's operation of the Assets or the Business or in the water and wastewater utility business in general in any of the following Florida counties: Manatee, Sarasota, and Hillsborough.
- (b) Any successor corporation to the Buyer or any transferee or assignee thereof shall be entitled to the benefits of this non-competition covenant.
- (c) The Parties intend that the covenants contained herein shall be construed as a series of separate covenants, one for each separate legal jurisdiction in which such covenant applies. If, in any judicial proceeding, a court shall refuse to enforce any of the separate covenants included herein, then such unenforceable covenant shall be deemed eliminated from these provisions for the purpose of those proceedings to the extent necessary to permit the remaining separate covenants to be enforced. Notwithstanding the foregoing, it is the intent and agreement of the Parties that these covenants be given the maximum force, effect, and application permissible under applicable law.
- (d) Each covenantor acknowledges and agrees that, in the event of a breach or a default under this Agreement or any covenant contained herein, neither the Buyer nor any successors or assigns thereof will have an adequate remedy at law, and the Buyer and any successor or assign thereof shall be entitled to equitable relief including, but not limited to, injunctive relief, in addition to any legal or other remedies which may be available to it hereunder.
- (e) Each covenantor agrees that the provisions of this non-competition covenant are reasonable and necessary for the Buyer's protection and that if any portion thereof shall be held contrary to law, invalid, or unenforceable as to one or more periods of time, areas of business activities, or any part thereof, the remaining provisions shall not be affected but shall remain in full force and effect and that any such invalid or unenforceable provision shall be deemed, without further action on the part of any person, modified and limited to the extent necessary to render the same valid and enforceable in such jurisdiction.
- (f) Each covenantor agrees that in the event of a breach of this non-competition covenant, the term and duration hereby shall be extended with respect to the breaching covenantor by the period of the duration of such breach.

9.2 Operations: The Sellers shall provide reasonable assistance to the Buyer in the administration and operation of the Assets and the Business for a period of up to one hundred twenty (120) days after the Closing Date, at no cost to the Buyer.

9.3 Regulatory Approval: The sale of the Assets contemplated by this Agreement is subject to and contingent upon the approval of the FPSC upon terms and conditions reasonably acceptable to the Buyer; however, as provided in Section 367.071, Florida Statutes, the Parties

may elect to Close the transaction in advance of the FPSC's approval. In the event that the Buyer elects, in its sole discretion, to Close the transaction in advance of the FPSC's approval, and if, following the Closing, the FPSC determines that the sale and transfer of the Assets is not in the public interest and that the Buyer will not fulfill the commitments, obligations and representations of the Sellers, and, therefore, the FPSC denies such transfer, then the Assets shall be repurchased by the Sellers via the same means and for the same purchase price as the Assets were purchased by Buyer under this Agreement. The Sellers agree that, in the event of such repurchase, the Sellers will reimburse the Buyer for: (i) all capital expenditures made for the improvement of the Assets, provided that such expenditures were necessary to maintain the Assets in good working order or to comply with any legal requirement, and (ii) all other costs and expenses incurred by the Buyer in the operation of the Business, specifically including but not being limited to any payments to Manatee County for the purchase of water and the disposal of wastewater, less the amount of any customer accounts collected by the Buyer during its operation of the Business. The Parties shall apply to the FPSC for the transfer of the Assets as promptly as possible after execution of this Agreement.

9.4 Rate Base Audit. The Sellers further agree that, at Closing and as necessary thereafter, they shall provide copies of invoices or other valid support to the Buyer, at their sole cost and expense, for costs incurred and capitalized as part of the Sellers' rate base (as presented in the Sellers' Annual Reports filed with the FPSC) (the "*Supporting Documentation*"). The Sellers' acknowledge that this historical data is an integral part of the Assets and agree to provide the Buyer with such invoices or other support for the period as the Buyer deems necessary to support the current rate base. The Sellers further agree to cooperate with the Buyer to substantiate the rate base filed in the Sellers' Annual Reports by, among other things, testifying before the FPSC to substantiate any upcoming rate base audit and associated proceedings (the "*Audit*"). The Sellers further agree that their obligation to assist the Buyer in substantiating the rate base shall extend beyond the 120-day period set forth in Section 9.2.

Section X - Termination

10.1 Termination: Anything herein to the contrary notwithstanding, this Agreement shall terminate upon the occurrence of any of the following events:

- (a) by written consent of the Buyer and the Sellers;
- (b) subject to Section 6.4(c), on written notice from the Buyer to the Sellers or the Sellers to the Buyer if the Closing shall not have occurred on or before 120 days from the date that the Regulatory Approval is obtained or deemed to have been satisfied in accordance with Section 7.1(g) (provided, however, that if the Closing has not occurred by such date due to a breach of this Agreement by one of the Parties, that Party may not terminate this Agreement);
- (c) if FPSC shall decide not to give the Regulatory Approval;
- (d) on written notice from the Buyer to the Sellers that the Sellers have breached any of their representations, warranties, or obligations hereunder and such breach has not been cured by Sellers or waived by the Buyer within ten (10) days after receipt of written notice of

such breach from the Buyer, including, but not limited to, Sellers' failure to remove or cure any Encumbrances under Section 6.4; or

- (e) on written notice from Buyer to Sellers that the condition in any of Section 7.1(b), (c), (d), (e), (f), or (g) are not or will not be satisfied.

10.2 No Liabilities in Event of Termination: In the event of any termination of this Agreement as provided above, this Agreement shall forthwith become wholly void and of no further force or effect and there shall be no liability on the part of the Buyer, the Sellers, or their respective officers, directors, managers, members, or agents, except that: (i) the provisions of Section 11.1 hereof shall remain in full force and effect; and (ii) nothing contained herein shall release any Party from liability for any willful failure to comply with any provision, covenant, or agreement contained herein.

Section XI - General Provisions

11.1 Expenses: Each Party shall be responsible for its own expenses incurred in connection with this Agreement.

11.2 Further Assistance: The Sellers shall execute and deliver, without additional expense to the Buyer, such additional documents and take such additional actions as are reasonably necessary to transfer the Assets and the Business to the Buyer.

11.3 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Florida. Any disputes hereunder shall be resolved in the Circuit Court of the Twelfth Judicial Circuit, in and for Manatee County, Florida and/or the United States District Court—Middle District of Florida.

11.4 Notice: Any notice, request, instruction, correspondence or other document required to be given hereunder by either Party to the other ("*Notice*") shall be in writing and delivered in person, by courier service requiring acknowledgment of delivery, or by nationally recognized overnight delivery service with proof of delivery, or mailed by certified mail, postage prepaid and return receipt requested, or by telecopier, as follows:

If to the Buyer, addressed to:

Heather Hills Estates Utilities, LLC
4925 3rd Street West
Bradenton, FL 34207
Telecopier No.: 941.755.1128

With a copy to:

Garret T. Barnes, Esq.
Barnes Walker, Chartered
3119 Manatee Avenue West
Bradenton, FL 34205
Telecopier No.: 941.708.3225

If to the Sellers, addressed to:

Keith and Clara Starkey
403 51st Street NW
Bradenton, FL 34209

Notice given by personal delivery, courier service, or overnight delivery service shall be effective upon actual receipt. Notice given by mail shall be effective five days after deposit with the United States Postal Service. Notice given by telecopier shall be confirmed by appropriate answer back and shall be effective upon actual receipt if received during the recipient's normal business hours, or at the beginning of the recipient's next business day after receipt if received after the recipient's normal business hours. All Notices by telecopier shall be confirmed promptly after transmission in writing by regular mail or personal delivery. Any Party may change any address to which Notice is to be given to it by giving Notice as provided above of such change of address.

11.5 Public Announcements: Any public announcement or similar publicity with respect to this Agreement or the transactions contemplated hereby will be issued, if at all, only at such time and in such manner as the Buyer determines. Unless consented to by the Buyer in advance or, as required by applicable law, prior to the Closing, the Sellers shall keep this Agreement strictly confidential and may not make any disclosure of this Agreement to any person. The Sellers and the Buyer will consult with each other concerning the means by which the Sellers' employees, customers, and suppliers and others having dealings with the Sellers will be informed of the transaction contemplated by this Agreement, and the Buyer will have the right to be present for any such communication.

11.6 No Waiver: The rights and remedies of the Parties to this Agreement are cumulative and not alternative. Neither the failure of, nor any delay by, any Party in exercising any right, power, or privilege under this Agreement or the documents referred to in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable law, (a) no claim or right arising out of this Agreement or the documents referred to in this Agreement can be discharged by one Party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other Party; (b) no waiver that may be given by a Party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one Party will be deemed to be a waiver of any obligation of such Party or of the right of the Party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to in this Agreement.

11.7 Amendments: This Agreement may be amended, supplemented, or otherwise modified only by a written agreement executed by the parties hereto (or their permitted assigns).

11.8 Savings Clause: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

11.9 Interpretation: The headings of Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All references to "Section" or "Sections" refer to the corresponding Section or Sections of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms.

11.10 Multiple Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies of this signed Agreement shall be considered as originals.

11.11 Sales and Transfer Taxes: Except as otherwise mutually agreed to by the parties, the Sellers shall be responsible for and pay any applicable sales, stamp, transfer, documentary, use, registration, filing and other taxes and fees (including any penalties and interest) that may become due or payable in connection with this Agreement and the transactions contemplated hereby.

11.12 Entire Agreement: This Agreement (including the Exhibits and the Disclosure Schedule attached hereto) constitutes the entire agreement between the Parties regarding the Business and supersedes all prior agreements and understandings, oral and written, between the Parties with respect to the subject matter hereof, including any letters of intent and confidentiality agreements among the Parties, and all prior agreements relative hereto are hereby terminated.

11.13 Assignability: This Agreement shall not be assigned by the Sellers without the prior written consent of the Buyer. Except for an assignment to an affiliate of the Buyer, the Buyer shall not be entitled to assign this Agreement prior to Closing, without obtaining the consent of the Sellers.

11.14 Employees: The Buyer shall have no obligation to employ or to provide benefits to any of the employees of the Sellers. The Buyer shall have no responsibility, liability, or obligation, whether to employees, former employees, their beneficiaries, or to any other person with respect to, and the Sellers shall, jointly and severally, individually and as trustees of their respective trusts, indemnify and hold the Buyer harmless with respect to: (i) any employee compensation or any benefit plan, practice, program, or arrangement maintained for employees of the Sellers prior to the Closing (including, without limitation, any pension, retirement, bonus, medical, dental, or other health plan or life insurance or disability plan), or (ii) any severance or similar costs incurred in connection with the termination of employment of any of the Sellers' employees.

11.15 Mail and Accounts Receivable: The Sellers authorize and empower the Buyer on and after the Closing Date to receive and open all mail received by the Buyer relating to the Business

or Assets. The Buyer shall promptly deliver to the Sellers any cash, checks, or other instruments of payment received in respect of the accounts receivable of the Sellers. The Sellers shall promptly deliver to the Buyer any mail or other communication received by them after the Closing Date pertaining to the Business or the Assets and any cash, checks, or other instruments of payment in respect of the Assets.

11.16 Use of Name: Following the Closing Date, the Sellers agree that neither they, nor any of their affiliates, shall use the names, trade names, or slogans of the Business, all of which are transferred to the Buyer pursuant hereto, including the name "Heather Hills Estates, Inc." or any derivation thereof, whether or not that name is a name, trade name, or slogan of the Business.

11.17 Binding Effect: This Agreement shall bind and benefit the heirs, personal representatives, successors, and permitted assigns of the Parties. If a party is legally declared incompetent, his guardian shall have all of the rights of and be subject to all of the obligations under this Agreement.

11.18 Waiver of Strict Construction: Should any provision of this Agreement be subject to judicial interpretation, it is agreed that the court interpreting or considering such provision not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared the same, as all Parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel and the negotiation of changes in language in any provision deemed unsuitable or inadequate as initially written, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the Parties.

11.19 WAIVER OF JURY TRIAL: EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION (INCLUDING BUT NOT LIMITED TO ANY CLAIMS, CROSS-CLAIMS, OR THIRD PARTY CLAIMS) ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN. EACH PARTY HEREBY CERTIFIES THAT NEITHER THE OTHER PARTY, NOR ITS REPRESENTATIVE, AGENT OR COUNSEL, HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. EACH PARTY ACKNOWLEDGES THAT THE OTHER PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY THE PROVISIONS OF THIS PARAGRAPH.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement which is effective as of the date first written above.

BUYER

SELLERS

HEATHER HILLS ESTATES UTILITIES, LLC

By: Richard T. Stephens, Jr.
Richard T. Stephens, Jr., Manager

By: Christina Stephens
Christina Stephens, Manager

Keith C. Starkey
KEITH C. STARKEY, individually and as
Trustee of the Keith C. Starkey Revocable
Trust Under Agreement Dated July 28, 1997

Clara B. Starkey
CLARA B. STARKEY, individually and as
Trustee of the Clara B. Starkey Revocable
Trust Under Agreement Dated July 28, 1997

SCHEDULE 1.1

EXCLUDED ASSETS

Any right, title, interest, benefit, causes of action, claims, or other benefits arising out of or in connection with the pending claims for reimbursement for attorneys' fees and costs in the case in the Circuit Court of the Twelfth Judicial Circuit of Florida, in and for Manatee County, Florida, captioned Keith C. Starkey, et al., Plaintiffs, v. Heather Hills Property Owners Association, Inc., Defendant, Case No. 2005-CA-4671 (the "*Property Owners' Lawsuit*"), or derivative actions, actions for tortious interference with advantageous business relationships, or other similar claims arising out of or in connection with any inappropriate claim by Heather Hills Property Owners Association, Inc., to a statutory pre-emptive right of purchase as to the previous contract for sale to Kim Walker, and any similar or related claims against Heather Hills Property Owners Association, Inc. or any of its officers, directors, or members, including but not limited to any claim of the obligation of members of that corporation to contribute to the budget of Heather Hills Property Owners Association, Inc., including but not limited to payment of any judgment for any claim or cause of action to which reference is made herein.

SCHEDULE 2.2(c)

ALLOCATION OF PURCHASE PRICE

The Purchase Price shall be allocated as set forth in the attached allocation sheet prepared by Hynton Pool & Smith, of Bradenton, Florida.

SCHEDULE 2.2(d)

IRREGULAR AMORTIZATION CALCULATION

See attached Calculation.

IRREGULAR AMORTIZATION CALCULATION
(Using Daily Simple Interest Calculated on the Remaining Principal)

Client: HEATHER HILLS UTILITIES
Loan: UTILITIES SALE

ID#: - -
Account No:

Start Date: 02/01/2009
Days Per Year: 365

Starting Loan Amount: \$123,123.46
Deferred Interest Balance:

No	Payment Date	Payment Amount	Int Rate	- This Payment Paid - Interest	Principal	Remaining Principal	Deferred Interest
1	01/01/2010	3750.00	3.520	3750.00	0.00	123123.46	215.86
2	04/01/2010	3750.00	3.520	1068.64	2465.50	120657.96	-215.86
3	07/01/2010	3750.00	3.520	1058.88	2691.12	117966.84	0.00
4	10/01/2010	3750.00	3.520	1046.64	2703.36	115263.48	0.00
	2010 Totals	15000.00		6924.16	7859.98		215.86
5	01/01/2011	3750.00	3.520	1022.66	2727.34	112536.14	0.00
6	04/01/2011	3750.00	3.520	976.75	2773.25	109762.89	0.00
7	07/01/2011	3750.00	3.520	963.27	2786.73	106976.16	0.00
8	10/01/2011	3750.00	3.520	949.13	2800.87	104175.29	0.00
	2011 Totals	15000.00		3911.81	11088.19		0.00
9	01/01/2012	3750.00	3.520	924.28	2825.72	101349.57	0.00
10	04/01/2012	3750.00	3.520	889.43	2860.57	98489.00	0.00
11	07/01/2012	3750.00	3.520	864.33	2885.67	95603.33	0.00
12	10/01/2012	3750.00	3.520	848.22	2901.78	92701.55	0.00
	2012 Totals	15000.00		3526.26	11473.74		0.00
13	01/01/2013	3750.00	3.520	822.48	2927.52	89774.03	0.00
14	04/01/2013	3750.00	3.520	779.19	2970.81	86803.22	0.00
15	07/01/2013	3750.00	3.520	761.78	2988.22	83815.00	0.00
16	10/01/2013	3750.00	3.520	743.63	3006.37	80808.63	0.00
	2013 Totals	15000.00		3107.08	11892.92		0.00
17	01/01/2014	3750.00	3.520	716.96	3033.04	77775.59	0.00
18	04/01/2014	3750.00	3.520	675.05	3074.95	74700.64	0.00
19	07/01/2014	3750.00	3.520	655.56	3094.44	71606.20	0.00
20	10/01/2014	3750.00	3.520	635.31	3114.69	68491.51	0.00
	2014 Totals	15000.00		2682.88	12317.12		0.00
21	01/01/2015	3750.00	3.520	607.68	3142.32	65349.19	0.00
22	04/01/2015	3750.00	3.520	567.20	3182.80	62166.39	0.00
23	07/01/2015	3750.00	3.520	545.57	3204.43	58961.96	0.00
24	10/01/2015	3750.00	3.520	523.13	3226.87	55735.09	0.00
	2015 Totals	15000.00		2243.58	12756.42		0.00
25	01/01/2016	3750.00	3.520	494.50	3255.50	52479.59	0.00
26	04/01/2016	3750.00	3.520	460.56	3289.44	49190.15	0.00
27	07/01/2016	3750.00	3.520	431.69	3318.31	45871.84	0.00
28	10/01/2016	3750.00	3.520	406.99	3343.01	42528.83	0.00
	2016 Totals	15000.00		1793.74	13206.26		0.00
29	01/01/2017	3750.00	3.520	377.33	3372.67	39156.16	0.00
30	04/01/2017	3750.00	3.520	339.85	3410.15	35746.01	0.00
31	07/01/2017	3750.00	3.520	313.70	3436.30	32309.71	0.00
32	10/01/2017	3750.00	3.520	286.66	3463.34	28846.37	0.00
	2017 Totals	15000.00		1317.54	13682.46		0.00
33	01/01/2018	3750.00	3.520	255.93	3494.07	25352.30	0.00
34	04/01/2018	3750.00	3.520	220.04	3529.96	21822.34	0.00
35	07/01/2018	3750.00	3.520	191.51	3558.49	18263.85	0.00
36	10/01/2018	3750.00	3.520	162.04	3587.96	14675.89	0.00
	2018 Totals	15000.00		829.52	14170.48		0.00
37	01/01/2019	3750.00	3.520	130.21	3619.79	11056.10	0.00
38	04/01/2019	3750.00	3.520	95.96	3654.04	7402.06	0.00
39	07/01/2019	3750.00	3.520	64.96	3685.04	3717.02	0.00
40	10/01/2019	3750.00	3.520	32.98	3717.02	0.00	0.00

Prepared By:

HYNTON, POOL AND SMITH
5410 26TH ST. W.
BRADENTON FL 34207
Tel: (941) 753-9566

01-07-2009

IRREGULAR AMORTIZATION CALCULATION
(Using Daily Simple Interest Calculated on the Remaining Principal)

Client: HEATHER HILLS UTILITIES
Loan: UTILITIES SALE

ID#: - - -
Account No:

Start Date: 02/01/2009
Days Per Year: 365

Starting Loan Amount: \$123,123.46
Deferred Interest Balance:

Page 2

No	Payment Date	Payment Amount	Int Rate	- This Payment Paid - Interest	Principal	Remaining Principal	Deferred Interest
2019 Totals		15000.00		324.11	14675.89		0.00

LOAN SUMMARY

Regular Interest Paid:	\$26,660.68	Deferred Interest Unpaid:	\$0.00
Deferred Interest Paid:	\$215.86	Principal Applied:	\$123,123.46
Total Interest Paid:	\$26,876.54	Remaining Principal:	\$0.00

Prepared By:

HYNTON, POOL AND SMITH
5410 26TH ST. W.
BRADENTON FL 34207
Tel: (941) 753-9566

01-07-2009

SCHEDULE 2.4

CONTRACTS

There are no current Contracts. However, the Sellers have previously entered into an agreement with the Manatee County Public Utilities System, which has been automatically renewed over the years without memorializing the renewal in writing. A copy of the original agreement is attached hereto. The Sellers represent that they have provided the Buyer with all correspondence between the Seller and the County indicating that the agreement with Manatee County does not need to be further extended and no new agreement is required. Attached hereto is additional documentation relating to such representation.

SCHEDULE 3.1(d)

BALANCE SHEET AND STATEMENT OF INCOME

The attached balance sheet and statement of income excludes any amounts paid out or anticipated to be paid out in connection with the Property Owners' Lawsuit (as defined in Schedule 1.1). There is currently a pending motion for attorneys' fees relating to such Property Owners' Lawsuit.

SCHEDULE 3.1(k)

TANGIBLE PERSONAL PROPERTY

There is no tangible personal property subject to this sale other than the following:

1. All water pipes, valves, meters, gauges, and other appurtenances used to service or maintain the same or used otherwise in connection with the Business.
2. A Microsoft Access database program billing application file prepared by employees of the Sellers for entry of consumption data and issuance of invoices. An electronic copy of this application file will be provided at Closing.
3. One filing cabinet with contents consisting of hard copy files for each customer and including copies of all available invoices, payment instruments, customer correspondence, and related customer account histories and information.

SCHEDULE 3.1(m)

PERMITS

There are no permits other than the tariff issued by the Florida Public Service Commission approving potable water distribution and wastewater collection, last approved on January 12, 2008. The parties have applied for a revised, increased tariff to take effect starting April 1, 2009, approval for which by the FPSC is pending.

AGREEMENT
for
PURCHASE OF WATER

THIS AGREEMENT, made and entered into this 9th day of January, 1967, by and between MANATEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "County", and Heather Hills Estates, Inc., hereinafter referred to as "Purchaser".

W I T N E S S E T H:

WHEREAS, County is presently developing a County-wide water system for the purpose of furnishing high quality treated water to all inhabitants of the unincorporated areas of Manatee County, and to any municipal corporation within Manatee County desiring to be served, all in accordance with its authority granted by Ch. 63-1598, Special Acts of Florida, 1963, and

WHEREAS, Purchaser is presently developing a Trailer Court which will eventually have approximately 336 connections, the first phase of which will consist of 108 units, and is desirous of purchasing water from the County, so that it may in turn retail said water to its customers; (As each phase is developed, the owner is to notify the County Health Department and the Manatee County Utilities System of the number of units to be included in each additional phase, so that provisions may be provided for furnishing additional water and proper adjustment of the minimum bill.)

NOW THEREFORE in consideration of the mutual covenants and provisions contained herein it is agreed as follows:

1. County agrees to sell to Purchaser and Purchaser agrees to buy from the County all of the potable water which Purchaser shall require for a term of forty (40) years, beginning thirty (30) days from the date that the County shall notify Purchaser in writing that the construction of its water system is completed and that it is able to furnish the water.

2. The County water system shall be connected to the Purchaser's water system at the following location:

~~25 feet North of 50th Avenue Terrace West~~

The County shall pay for the construction of the transmission line leading to the point of connection and Purchaser shall pay for the construction of its transmission line leading from the point of connection. Each party shall be responsible for the maintenance of its own transmission line.

3. County agrees that water to be supplied hereunder will be continuous at all times except that temporary disruption of service at any time caused by an act of God, fire, strikes, casualties, accidents, necessary maintenance works, breakdowns of or injuries to machinery, pumps or pipe lines, civil or military authority, insurrection, riot, or any cause beyond its reasonable control, shall not constitute a breach of this Agreement on the part of County, and County shall not be liable to Purchaser or its customers for any damage resulting from such unavoidable disruption of service. County agrees to expeditiously correct any and all disruptions that may occur and restore service within a minimum period of time.

4. All water furnished by County hereunder shall be measured by suitable metering equipment of standard manufacture, to be furnished, installed, maintained, calibrated, and read by County at its expense, and shall be located at the point of connection identified above. At the written request of Purchaser, County shall inspect and test the meter installed by it in the presence of a representative or representatives of Purchaser. No meter shall be allowed to remain in service which has an error in registration in excess of 2% under normal operating conditions. In the event that a faulty meter is discovered, County shall immediately take steps to restore the meter to an accurate condition or install a new meter at the cost of County.

5. The quantity of water delivered to Purchaser shall be determined from meter readings made by or on behalf of County approximately once each month, whereupon County agrees to render a bill to Purchaser for the amount then due and payable. Monthly billings for the amount of water actually used during said monthly period shall be made in accordance with standard rate schedule and any approved minimum rate as established for Trailer Courts and/or bulk users. The minimum rate will be based on the formula to be established by County Commissioners. Said monthly billings shall be paid within ten (10) days from date they are rendered. The parties hereto agree that the rate schedule may be reasonably revised by County from time to time taking into consideration the net revenues of the entire County water system and consistent with the provisions and requirements of County's revenue certificate financing program. County covenants that the rates it shall charge Purchaser shall in no event exceed the rates that it shall generally charge to other wholesale consumers within the County.

6. At the time that the tap in to Purchaser's water system is made, the Purchaser shall pay unto the County the standard tap-in charge and shall make the standard deposit to insure the payment of water bills as set forth by Resolution heretofore adopted by the Board of County Commissioners, Manatee County, Florida.

7. It is mutually understood and agreed that execution of this Agreement by the respective parties hereto shall not constitute an Agreement between County and any customers of Purchaser. Purchaser agrees to save County harmless from any actions on the part of customers served by Purchaser as a result of disruption of service, failure or any other inadequacy in the water system while operated by Purchaser.

8. This Agreement shall be binding upon the parties hereto unless County fails to complete its water system within twenty-four (24) months from the date hereof, and upon such failure, the parties hereto shall be relieved from the terms of this Agreement, provided however, that the periods provided for herein may be extended by the mutual agreement of the parties.

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

For: BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA
This 14th day of February,
1967

By: *John P. McClure*
Chairman

ATTEST: M. T. McLinnis, Clerk
of the Circuit Court

By: *M. T. McLinnis*
Deputy Clerk

For: PURCHASER

Jack House
Jack House, President
HEATHER HILLS ESTATES, INC.

WITNESS: *John Wagner*

COMMISSIONERS:
LISA POLAK EDGAR, CHAIRMAN
J. TERRY DEASON
ISILJO ARRIAGA
MATTHEW M. CARTER II
KATRINA J. TEW

STATE OF FLORIDA



TIMOTHY DEVLIN, DIRECTOR
DIVISION OF ECONOMIC REGULATION
(850) 413-6900

Public Service Commission

October 12, 2006

Mr. Robert C. Nixon
Cronin, Jackson, Nixon, & Wilson
2560 Gulf-to-Bay Boulevard, Suite 200
Clearwater, FL 33765-4432

WS-06-0097

Re: Application for 2006 Price Index and Pass-Through Adjustment for Heather Hills Estates in Manatee County

Mr. Nixon:

The following tariff sheets have been approved effective December 12, 2006:

Water Tariff

Seventh Revised Sheet 12.0
Seventh Revised Sheet 13.0

Wastewater Tariff

Eighth Revised Sheet 12.0
Eighth Revised Sheet 13.0

Please incorporate these tariff sheets into the approved tariff on file at the utility's office. If you have any questions, please contact Tiffany Joyce at (850) 413-6877 at our office.

Sincerely,

A handwritten signature in black ink, appearing to read "Tim Devlin".

Tim Devlin
Director

TD/TJ

Enclosures

AFFIRMATION

I, Keith Starkey, hereby affirm that the figures and calculations upon which the change in rates is based are accurate and that the change will not cause Heather Hills Estates to exceed the range of its last authorized rate of return on equity, which is 10.18 percent.

This Affirmation is made pursuant to my request for a 2006 price index and/or pass-through rate increase, in conformance with Section 367.081(4)(c), Florida Statutes.

Keith Starkey
Keith Starkey, Owner

Sworn to and subscribed before me this 27 day of September, 2006.

My Commission expires:

STEPHANIE G. GARDNER
Notary Public, State of Florida
My comm. exp. Feb. 10, 2008
Comm. No. DD 289452

Stephanie G Gardner
Notary Public
State of Florida

STATEMENT OF QUALITY OF SERVICE

Pursuant to Rule 25-30.420(2)(h) and (i), Florida Administrative Code,
Keith & Clara Starkey d/b/a Heather Hills Estates

does not have any active written complaints, corrective orders, consent orders, or outstanding citations with the Department of Environmental Protection (DEP) or the County Health Departments.

does have the attached active written complaint(s), corrective order(s), consent order(s), or outstanding citation(s) with the DEP or the County Health Department(s). The attachment(s) includes the specific system(s) involved with DEP permit number and the nature of the active complaint, corrective order, consent order, or outstanding citation.

This statement is intended such that the Florida Public Service Commission can make a determination of quality of service to Section 367.081(4)(a), Florida Statutes, and Rule 25-30.420(4)(a), Florida Administrative Code.

Name: Keith Starkey
Title: Owner
Telephone Number: (941) 755-0123
Fax Number: (941) 755-0123
Date: 9-27-06

Name of Company Heather Hills Estates

Wastewater General Services
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 & Regulations of the Commission.

Billing Period -Quarterly

Rate Base Facility Charge

<u>Meter Size</u>	<u>Rate</u>
5/8" X 3/4"	\$ 28.74
3/4"	\$ 43.10
1"	\$ 71.83
1 1/2"	\$ 143.71
2"	\$ 229.91
3"	\$ 459.82
4"	\$ 718.46
6"	\$ 1,436.93

Gallage Charge \$ 4.71

- Per 1,000 gallons of wastewater used, based on 85% of water usage.

Minimum Charge -Base Facility Charge

Terms of Payment -Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

Effective Date

Clara Starkey
Issuing Officer

Type of Filing 2006 Index and Pass-Through Adjustment

Owner
Title

Seventh Revised Sheet No. 13.0
Cancels 6th Revised Sheet No. 13.0

Name of Company Heather Hills Estates

Wastewater General Services
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 & Regulations of the Commission.

Billing Period -Quarterly

Rate Base Facility Charge

<u>Meter Size</u>	<u>Rate</u>
5/8" X 3/4"	\$ 28.74
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Effective Date

Clara Starkey
Issuing Officer

Type of Filing 2006 Index and Pass-Through Adjustment

Owner
Title

Name of Company Heather Hills Estates

Water General Services

Availability -Available throughout the area served by the Company

Applicability -For water 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 & Regulations of the Commission.

Billing Period -Quarterly

Rate Base Facility Charge

<u>Meter Size</u>	<u>Rate</u>
5/8" X 3/4"	\$ 21.98
3/4"	\$ 32.99
1"	\$ 54.98
1 1/2"	\$ 109.90
2"	\$ 175.85
3"	\$ 352.00
4"	\$ 549.52
6"	\$ 1,099.04

Gallonage Charge \$ 1.94
● Per 1,000 gallons of water used NO Minimum

Minimum Charge -Base Facility Charge

Terms of Payment -Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

Effective Date

Clara Starkey
Issuing Officer

Type of Filing 2006 Index and Pass-Through Adjustment

Owner
Title

Name of Company Heather Hills Estates

Water Residential Services

Availability -Available throughout the area served by the Company

Applicability -For water 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 & Regulations of the Commission.

Billing Period -Quarterly

Rate Base Facility Charge

<u>Meter Size</u>	<u>Rate</u>
5/8" X 3/4"	\$ 21.98
3/4"	\$ 32.99
1"	\$ 54.98
1 1/2"	\$ 109.90
2"	\$ 175.85
3"	\$ 352.00
4"	\$ 549.52
6"	\$ 1,099.04

Gallonge Charge \$ 1.94
 • Per 1,000 gallons of water used NO Minimum

Minimum Charge -Base Facility Charge

Terms of Payment -Bills are due and payable when rendered and become delinquent if not paid within twenty (20) days. After five (5) working days written notice is mailed to the customer separate and apart from any other bill, service may then be discontinued.

Effective Date

Clara Starkey
 Issuing Officer

Type of Filing

2006 Index and Pass-Through Adjustment

Owner
 Title

SCHEDULE 3.1(o)

EMPLOYEES

The Sellers currently employ only one employee, Stephanie Gardner, who began work on September 1, 2003, as a part-time employee and converted to a full-time employee on January 1, 2004. Ms. Gardner is the Executive Director of the Company and has resigned effective as of the Closing.

The Sellers have previously employed the services of an independent contractor, John Tison, to perform each set of meter readings and report the results of those readings to the Sellers. Mr. Tison is paid a flat fee of \$120.00 per set of readings, and his final engagement will be the last readings conducted just prior to the Closing.

SCHEDULE 3.1(r)

CUSTOMER ACCOUNTS

See attached listing of customer accounts. There are no customer deposits.

SCHEDULE 6.1(a)

PROPERTY INTERESTS

The Property Interests do not include any fee simple interests in real property, but do include the following easements, together with any appurtenances or other fixtures attached and belonging to such easements:

Any and all utility easements shown on, or to which reference is made, in the following Plat drawings of the Heather Hills Estates Subdivision (collectively comprising the "*Subdivision*"), recorded in the Public Records of Manatee County, Florida, copies of which are attached hereto, and recorded as follows as to each Unit or Phase of the Subdivision:

- Unit or Phase 1: as per plat thereof recorded at Plat Book 15, Pages 30–32;
- Unit or Phase 2: as per plat thereof recorded at Plat Book 15, Pages 39–41;
- Unit or Phase 3: as per plat thereof recorded at Plat Book 15, Pages 55–57;
- Unit or Phase 4: as per plat thereof recorded at Plat Book 15, Pages 61–62;
- Unit or Phase 5 as per plat thereof recorded at Plat Book 20, Pages 191–192.

And:

Any and all utility easements shown on, or to which reference is made, in the following Declarations of Covenants (the "*Declarations*") recorded in the Public Records of Manatee County, Florida, copies of which are attached hereto, and recorded as follows as to each Unit or Phase of the Heather Hills Estates Subdivision:

- Unit or Phase 1: Declaration of Restrictions, Reservations, Easements, Rules, and Regulations of Heather Hills Estates, recorded at Official Records Book 314, Page 613.
- Unit or Phase 2: Declaration of Restrictions, Reservations, Easements, Rules, and Regulations of Heather Hills Estates, recorded at Official Records Book 334, Page 479.
- Unit or Phase 3: Declaration of Restrictions, Reservations, Easements, Rules, and Regulations of Heather Hills Estates, recorded at Official Records Book 386, Page 6.
- Unit or Phase 4: Declaration of Restrictions, Reservations, Easements, Rules, and Regulations of Heather Hills Estates, recorded at Official Records

Book 401, Page 259, and rerecorded at Official Records Book 402, Page 68.

As regards the provision of, and rates charged for, water and wastewater utility services to the Subdivision, the following provisions of each Declaration are no longer applicable and have been superseded by changes in Florida law:

2. **EASEMENTS AND SET-BACKS:** The Company specifically reserves unto itself an easement over the rear five (5) feet of each lot and over and across such other areas as are designated as easement on the plat of said subdivision, for use by the Company or the Company's assigns for utility installations and right-of-ways, or such other use as the Company may deem appropriate and the Company specifically reserves the exclusive rights in said easements and the exclusive right to lay utilities in the streets in the subdivision, and further, specifically reserves the fee title to the streets in said subdivision. There shall be a minimum set-back of five (5) feet from the rear & side and 10 feet from the front property lines, for all permanent or temporary structures or improvements. Where one mobile home occupies more than one lot, the set-back line shall be from the edge of the property line, rather than the edge of the lot line. The Company may, at its discretion, release any lot or parcel from the restriction or easement contained in this paragraph.

9. **ASSESSMENT:** As part of the purchase price of each lot and as compensation for the privileges herein granted to utilize recreation areas and other common facilities, subject to the rules and regulations of the Company, the owner of each lot agrees to pay unto the Company an annual fee, to be fixed by the Company, its successors or assigns, not, however, exceeding, except as hereinafter set forth, the sum of \$90.00 per year for each lot, provided that the sum of \$90.00 may at the Company's option be increased in the same proportion as the cost of living index of the United States Department of Labor increases above such index on the date of recording of these restrictions. The assessment shall be uniform against all lots for the availability of facilities, without regard to the extent of use or non-use thereof by the several lot owners. Any and all charges made by the Company under this paragraph shall at the time of assessment provided herein constitute a lien on the lot against which made and be enforceable as provided for enforcement of mechanics liens under the laws of the State of Florida, or otherwise as the Company may deem expedient. The annual charge above-mentioned shall be used by the Company to first provide reasonable return on the Company's investment in the streets, recreation areas, and common areas, and then for reasonable salaries for the Company's officers and reasonable fees and expenses for the Company and the Company's employees in managing said areas and the subdivision, and finally to the extent available, such annual charge shall be used for the maintenance of the recreation areas and common areas and to provide sewage disposal and street lighting for the subdivision and the usual and ordinary trash and garbage collection from each lot.

LEATHER HILLS ESTATES

- UNIT 1 -

SEC. 11, T4N 36S, R4W 17E,
HAMILTON COUNTY,
FLORIDA

OTHER LOTS OF LEATHER HILLS, INC.

LOT 1 OF JAMES A. LEE

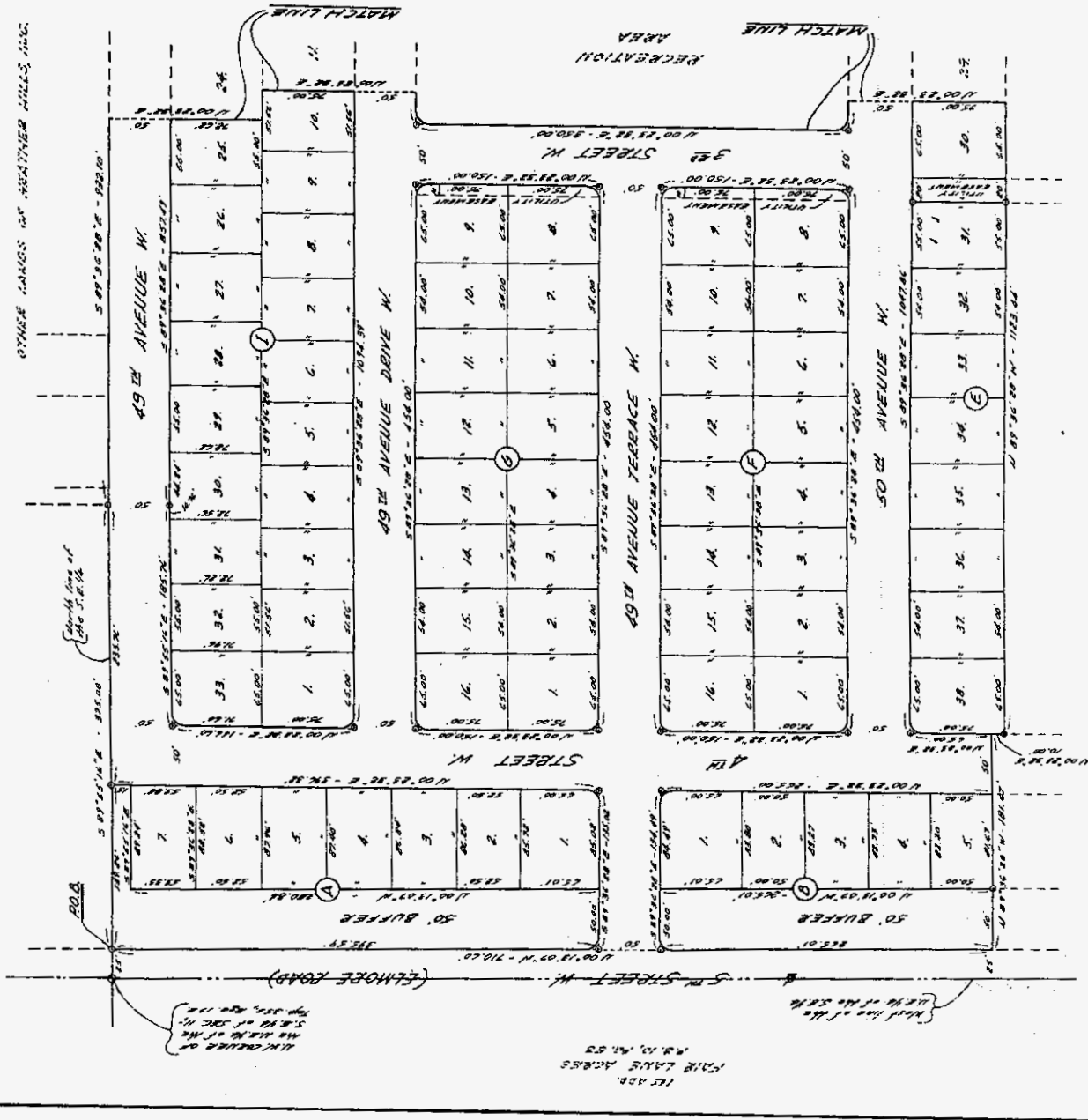
North line of
the S.E. 1/4

R.O.A.

North line of
the S.E. 1/4
of the N.E. 1/4
of the S.E. 1/4

FAIR LAKE ACRES
N.E. 1/4, 1/2, 1/4, S.E. 1/4

North line of the
S.E. 1/4 of the S.E. 1/4



SCALE: 1" = 50'

LEGEND

- - PAVED AND MONUMENT
- - E.L. STAKE

ROBERTS ENGINEERING ASSOCIATES, INC.
MEMPHIS, TENNESSEE

OTHER LOTS OF LEATHER HILLS, INC.

LEATHER HILLS ESTATES

- UNIT 1 -

SAC. 17, T4M 55N, R4E 17E,
MANATEE COUNTY,
FLORIDA

323616

FILED AND RECORDED

APR 7 3 40 PM '89
M. L. PUNING, CLERK
MANATEE CO. FLA.

LANDS OF GOLF LAKE MOBILE ESTATES, INC.

SCALE: 1" = 60'



LEGEND

○ - NEIGH. WELL MONUMENT

NOTE:

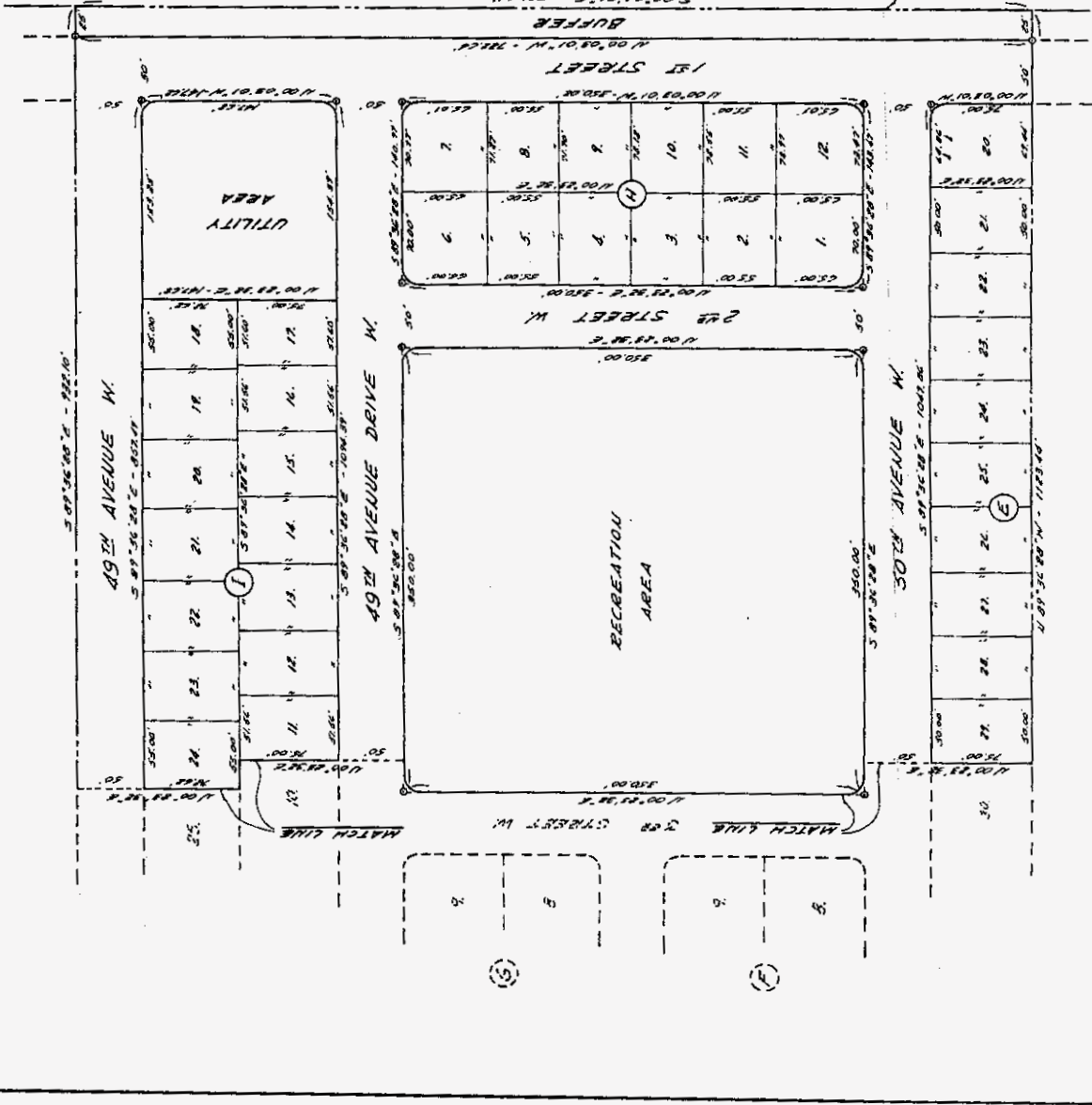
ALL CHECK CORNERS EACH 1.00 FT. ALL
MEASUREMENTS AT RIGHT ANGLES ARE
TO THE POINT OF INTERSECTION OF THE
STREET'S CENTERLINE.

ROBERTS ENGINEERING ASSOCIATES, INC.
ALABAMA FLORIDA

323616

OTHER LANDS OF LEATHER HILLS, INC.

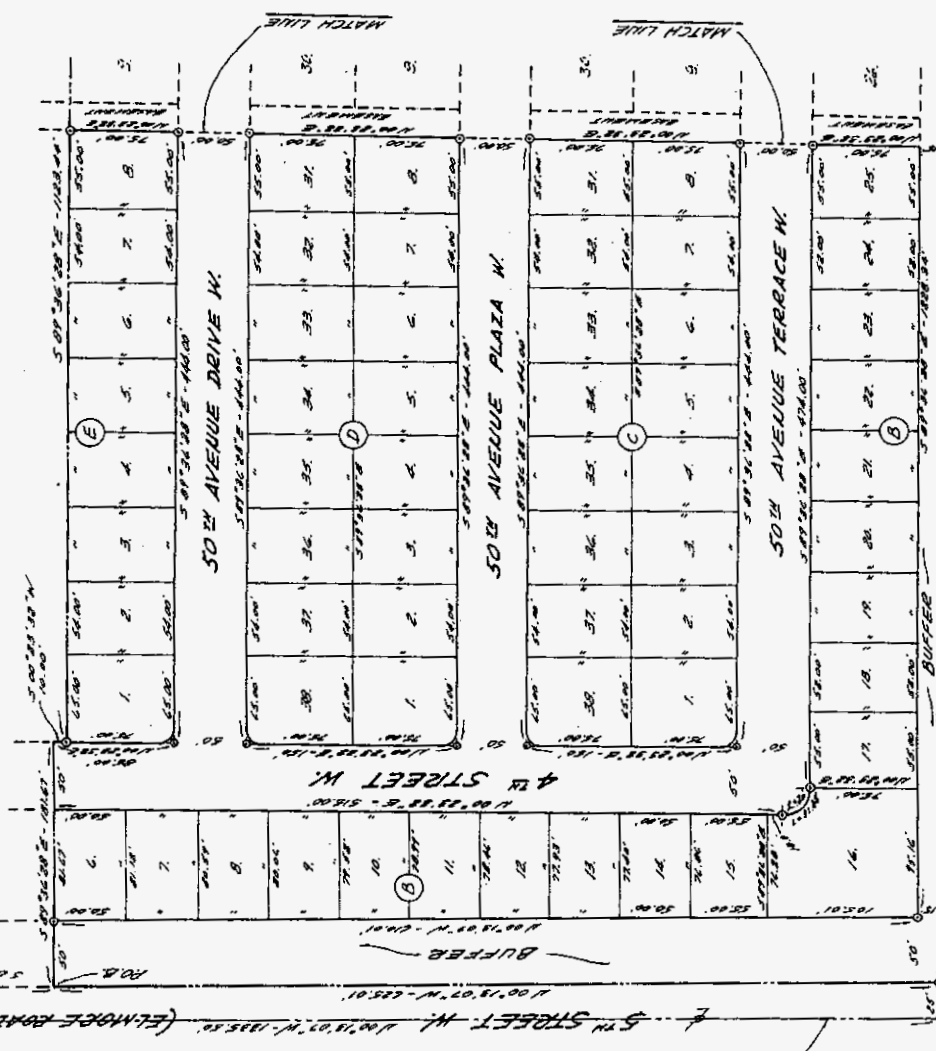
OTHER LANDS OF LEATHER HILLS, INC.



HEATHER HILLS ESTATES
- UNIT 2 -

S.F.C. 1/2, TWP. 26S., R. 17E.,
HAMILTON COUNTY,
FLORIDA

HEATHER HILLS ESTATES - UNIT 1
R.B. 151, P.G. 20, 21, 22



SCALE: 1"=60'

LEGEND

Ø - Perm. Best Monument

NOTE:

ALL BLOCK CORNER RADII 1 FOOT. ALL MEASUREMENTS AT BLOCK CORNERS ARE TO THE POINT OF INTERSECTION OF THE STREET'S EXTENSION-WAY.

FLORIDIANA MEASUREMENT SUB - UNIT 1, 3
R.B. 151, P.G. 20, 21, 22

South line of the 1/2" x 1/2" of the 3.674

See corner of the 1/2" x 1/2" of the 3.674
Twp. 26S., R. 17E.

ROBERTS ENGINEERING ASSOCIATES, INC.
MEMPHIS TENNESSEE 38103

HEATHER HILLS ESTATES

UNIT 2 -

SEC. 11, TWP. 35S, RGE. 17W,
MANATEE COUNTY,
FLORIDA

332032

HEATHER HILLS ESTATES - UNIT 2
AS 15, PG. 33, 32, 33

332032

NOT RECORDED

NO. 6 3 26 1987
47 JOHN S. GILMAN
MANATEE COUNTY

PLATS ON THIS PLAT AND PLATS THEREON SHALL BE CONSIDERED AS ONE PLAT UNLESS OTHERWISE INDICATED

SCALE: 1"=60'

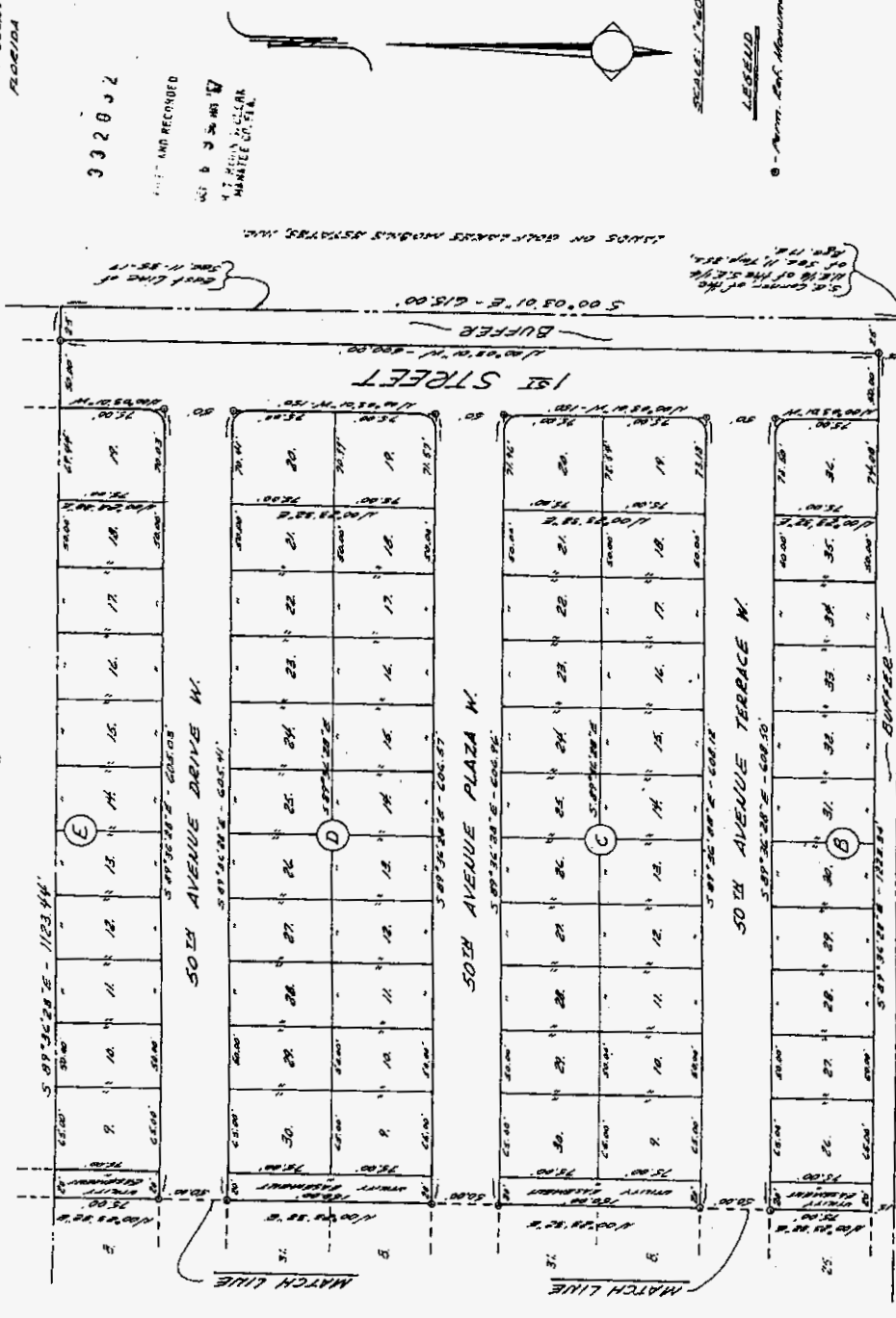
LEGEND

0 - Perm. Eas. Monument

NOTE:

ALL BLOCK CORNER BOUNDS SHALL BE MEASURED FROM THE POINT OF INTERSECTION OF THE STREET'S SUBDIVISION

ROBERTS ENGINEERING ASSOCIATES, INC.
ORLANDO, FLORIDA



South line of the block shall be the center line of the street

INDIVIDUALS WHOSE INTERESTS ARE SHOWN AS 15, PG. 32, 33, 34

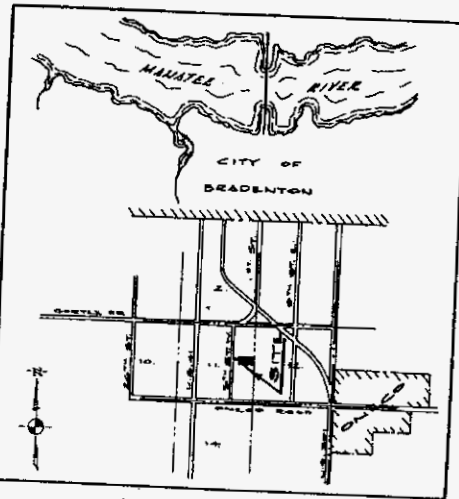
HEATHER HILLS ESTATES

UNIT III

LEGAL DESCRIPTION

BEGIN AT THE S.W. CORNER OF THE S.E. 1/4 OF THE N.E. 1/4 OF SEC. 11-35-17; THENCE S 89° 55' 12" E, ALONG THE SOUTH S 89° 55' 12" E, ALONG THE NORTH LINE OF UNIT I, HEATHER HILLS ESTATES, AS RECORDED IN PLAT BOOK 14, PAGES 30, 31, & 32, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, 35210 FT. TO THE INTERSECTION OF SAID LINE AND THE EAST LINE OF SAID SEC. 11; THENCE N 00° 08' 01" W ALONG THE EAST LINE OF THE S.E. 1/4 OF THE N.E. 1/4 OF THE S.E. 1/4 OF THE S.E. 1/4 OF SAID SEC. 11; THENCE S 89° 55' 12" E ALONG THE NORTH LINE OF THE SOUTH 1/2 OF SAID SEC. 11, 231.23 FT.; THENCE THE N.E. 1/4 OF SAID SEC. 11, PARALLEL TO THE WEST LINE OF THE S.E. 1/4 OF SAID SEC. 11, 278.85 FT.; THENCE N 89° 55' 12" W, 375.01 FT. TO THE INTERSECTION OF SAID LINE AND THE EAST R/W OF 5TH STREET WEST (ELMORE ROAD); THENCE S 00° 01' 04" W ALONG SAID EAST R/W, 50.00 FT.; THENCE S 89° 55' 12" E, 375.01 FT.; THENCE S 00° 01' 04" W, PARALLEL TO THE WEST LINE OF THE S.E. 1/4 OF THE N.E. 1/4 OF SAID SEC. 11, 340.00 FT. TO THE P.O.B.; BEING SAID LYING IN SEC. 11-35-17, MANATEE COUNTY, FLORIDA.

A PART OF THE N.E. 1/4 OF THE S.E. 1/4 OF SEC. 11, TWP 35S, RGE. 17E., MANATEE COUNTY, FLORIDA.



LOCATION MAP
SCALE: 1/4 MILE

EASEMENT DEDICATION

THERE ARE HEREBY EXPRESSLY RESERVED, EASEMENTS OF 5' ALONG THE REAR LINES OF ALL LOTS FOR UNDERGROUND AND OVERHEAD UTILITIES, SURFACE AND UNDERGROUND DRAINAGE AND EASEMENTS OF 5' ON EACH SIDE LOT LINE FOR THE SAME PURPOSES, BUT LIMITED IF USED TO ONE SIDE OF ANY ONE LOT, WHERE MORE THAN ONE LOT IS INTENDED AS A BUILDING SITE, THE OUTSIDE BOUNDARIES OF SAID BUILDING SITE SHALL CAREY SAID EASEMENT. ALL OTHER EASEMENTS SHOWN ON THIS PLAT ARE HEREBY RESERVED IN PERPETUITY FOR THE PURPOSES NOTED.

SURVEYOR'S CERTIFICATE

I, THE UNDERSIGNED REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT IS A TRUE REPRESENTATION OF THE LANDS DESCRIBED AND SHOWN, TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND THAT PERMANENT REFERENCE BOUNDARY MONUMENTS HAVE BEEN PLACED AS REQUIRED BY MANATEE COUNTY REGULATIONS AND THE STATUTES OF THE STATE OF FLORIDA THEREUNTO APPERTAINING.
October 29, 1968
DATE OF SURVEY:

William A. Roberts
WILLIAM A. ROBERTS
REGISTERED LAND SURVEYOR
FLORIDA CERT. NO. 1144

CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF FLORIDA)
COUNTY OF MANATEE) S.S.

HEATHER HILLS, INC., A FLORIDA CORPORATION, BY ITS DULY ELECTED PRESIDENT, JACK HOUSE, AND BY ITS DULY ELECTED SECRETARY, MARY L. HOUSE, ACTING BY AND WITH AUTHORITY OF ITS BOARD OF DIRECTORS, CERTIFIED OWNERSHIP BY SAID CORPORATION OF THE PROPERTY DESCRIBED HEREIN, AND DOES HEREBY DEDICATE ALL OF THE STREETS, WALKS, ALLEYS, THROUGHFARES, DRIVE AND OTHER OPEN SPACES, CANALS AND DRAINAGE OR OTHER EASEMENTS SHOWN ON THIS PLAT TO THE USE OF THE GENERAL PUBLIC FOREVER.

IN WITNESS WHEREOF, THE UNDERSIGNED CORPORATION HAS CAUSED THESE PRESENTS TO BE EXECUTED BY ITS PRESIDENT AND ATTESTED BY ITS SECRETARY.

ATTEST:
Jack House
PRESIDENT
Mary L. House
SECRETARY

STATE OF FLORIDA)
COUNTY OF MANATEE) S.S.

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED JACK HOUSE, PRESIDENT, AND MARY L. HOUSE, SECRETARY OF HEATHER HILLS, INC., A FLORIDA CORPORATION, TO ME KNOWN TO BE CERTIFICATE OF DEDICATION, AND THEY EACH DULY ACKNOWLEDGED TO ME IN BEHALF OF SAID CORPORATION, AS SUCH OFFICERS FOR SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL AT MANATEE COUNTY, FLORIDA THIS 22 DAY OF OCTOBER, A.D. 1968.
William A. Roberts
NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE
Oct 22, 1968

CERTIFICATE OF APPROVAL OF COUNTY COMMISSION

STATE OF FLORIDA)
COUNTY OF MANATEE) S.S.

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORD BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF MANATEE, FLORIDA, THIS 22 DAY OF OCTOBER, A.D. 1968.

APPROVED:
Donald R. Gault
COUNTY ATTORNEY
James H. ...
CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

APPROVED: *Donald R. Gault*
COUNTY ENGINEER
DATE: October 31, 1968

CERTIFICATE OF APPROVAL OF CLERK OF CIRCUIT

STATE OF FLORIDA)
COUNTY OF MANATEE) S.S.

I, M.T. WINNIS, CLERK OF CIRCUIT COURT OF MANATEE COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF THE STATUTES OF FLORIDA PERTAINING TO MAPS AND PLATS, AND THAT THIS PLAT HAS BEEN FILED FOR RECORD IN PLAT BOOK 15, PAGE 55, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, THIS 22 DAY OF OCTOBER, A.D. 1968.

M.T. WINNIS, CLERK OF CIRCUIT COURT, MANATEE COUNTY, FLORIDA

ROBERTS ENGINEERING ASSOCIATES, INC.
BRADENTON, FLORIDA

MORTGAGE CERTIFICATE

STATE OF FLORIDA)
COUNTY OF MANATEE) S.S.

I, GEORGE L. MANSON, AS TRUSTEE, UNDER THAT CERTAIN MORTGAGE DATED DECEMBER 9, 1966 RECORDED IN OFFICIAL RECORD BOOK 305, PAGE 102, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, HEREBY CONSENT TO AND JOIN IN THE RECORDING OF THIS PLAT.

WITNESSES:
George L. Manson
GEORGE L. MANSON
Sue J. Donohue

STATE OF FLORIDA)
COUNTY OF MANATEE) S.S.

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED GEORGE L. MANSON, TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING MORTGAGE CERTIFICATE, AND HE DULY ACKNOWLEDGED BEFORE ME THAT HE EXECUTED THE SAME. WITNESS MY HAND AND OFFICIAL SEAL AT MANATEE COUNTY, FLORIDA, THIS 22 DAY OF OCTOBER, A.D. 1968.

Sue J. Donohue
NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE
MY COMMISSION EXPIRES: 9/25/69

PLANNING COMMISSION CERTIFICATE

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN APPROVED BY THE MANATEE COUNTY PLANNING COMMISSION AND THAT ALL REQUIREMENTS OF THE MANATEE COUNTY SUBDIVISION REGULATIONS HAVE BEEN COMPLIED WITH.

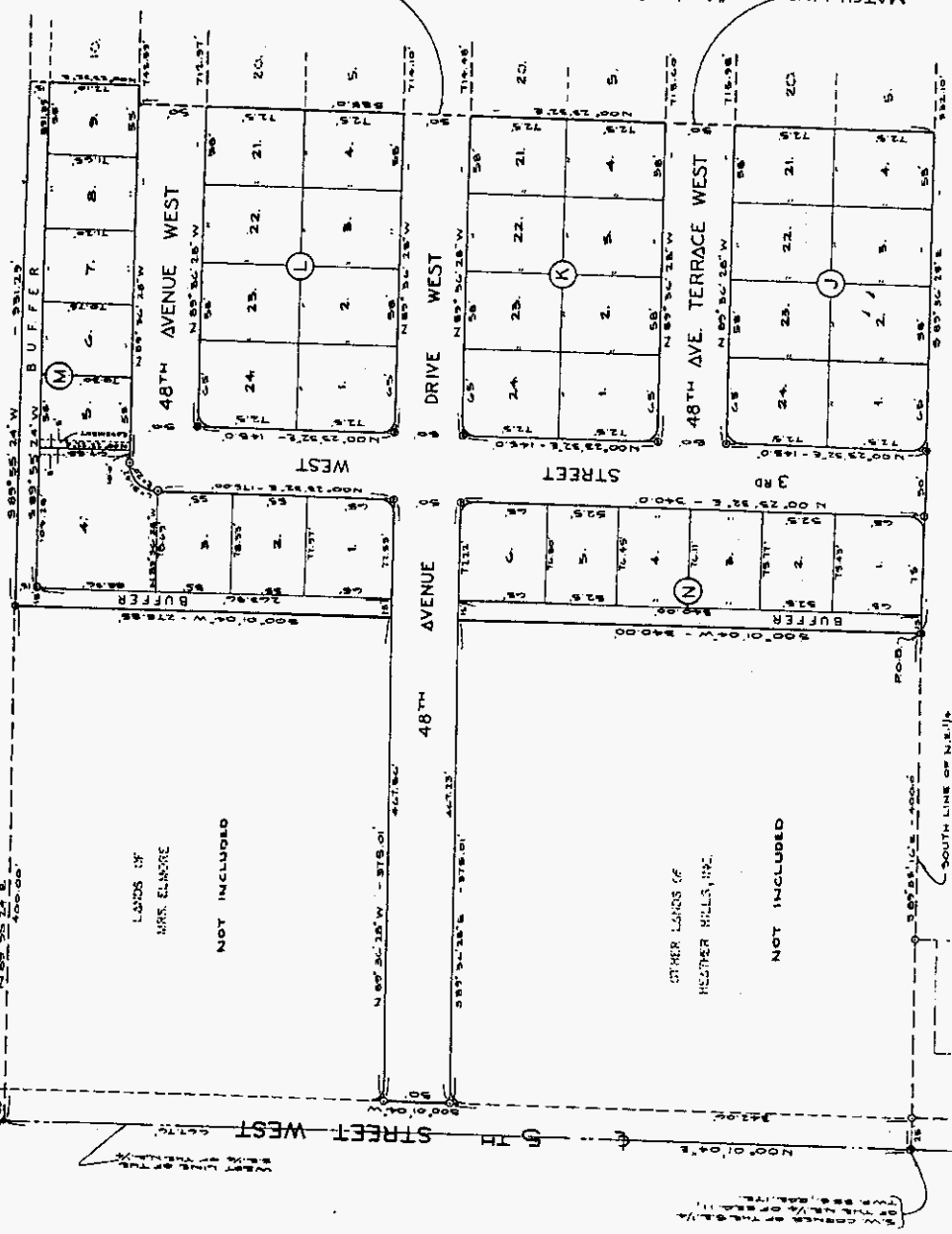
DATED THIS 6 DAY OF November, 1968
Henry J. ...
PLANNING DIRECTOR

PLAT BOOK 15, PAGE 56
 SHEET 2 OF 3
HEATHER HILLS ESTATES
 UNIT NO. 3

- SEC. II, TWP. 35 S., R. 17 E.,
 MANATEE COUNTY, FLORIDA

LANDS OF CONNELLY & MILLER

WEST CORNER OF THE BLOCK OF SEC. II, TWP. 35 S., R. 17 E., MANATEE COUNTY, FLORIDA



NOTE:
 ALL BLOCK CORNER MONUMENTS
 ALL BLOCK MONUMENTS AT BLOCK
 CORNERS AND ALL MONUMENTS AT INTER-
 SECTION OF THE STREET RIGHT-OF-WAY

LEGEND
 ○ - PERM. REF. MONUMENT

ROBERTS ENGINEERING ASSOCIATES, INC.
 BRANDELTON, FLORIDA

48TH AVENUE WEST

DRIVE WEST

48TH AVE. TERRACE WEST

48TH AVENUE WEST

HEATHER HILLS ESTATES - UNIT NO. 3

PLAT NO. 15, PAGE 56, 57, 58

HEATHER HILLS ESTATES
— UNIT NO. 3 —
SEC. 11, TWP. 35S, RGE. 17E,
MANATEE COUNTY, FLORIDA

LANDS OF DONNELLY & MILLER

MEASUREMENTS OF
SECTION 11, TWP. 35S,
RGE. 17E, OF
SECTION 35-11-17E

354186

FILED AND RECORDED

May 19 11 AM '83
M. E. MURPHY, CLERK
MANATEE COUNTY, FLA.

LANDS OF GOLF LAKES MOBILE ESTATES, INC.



SCALE: 1" = 50'

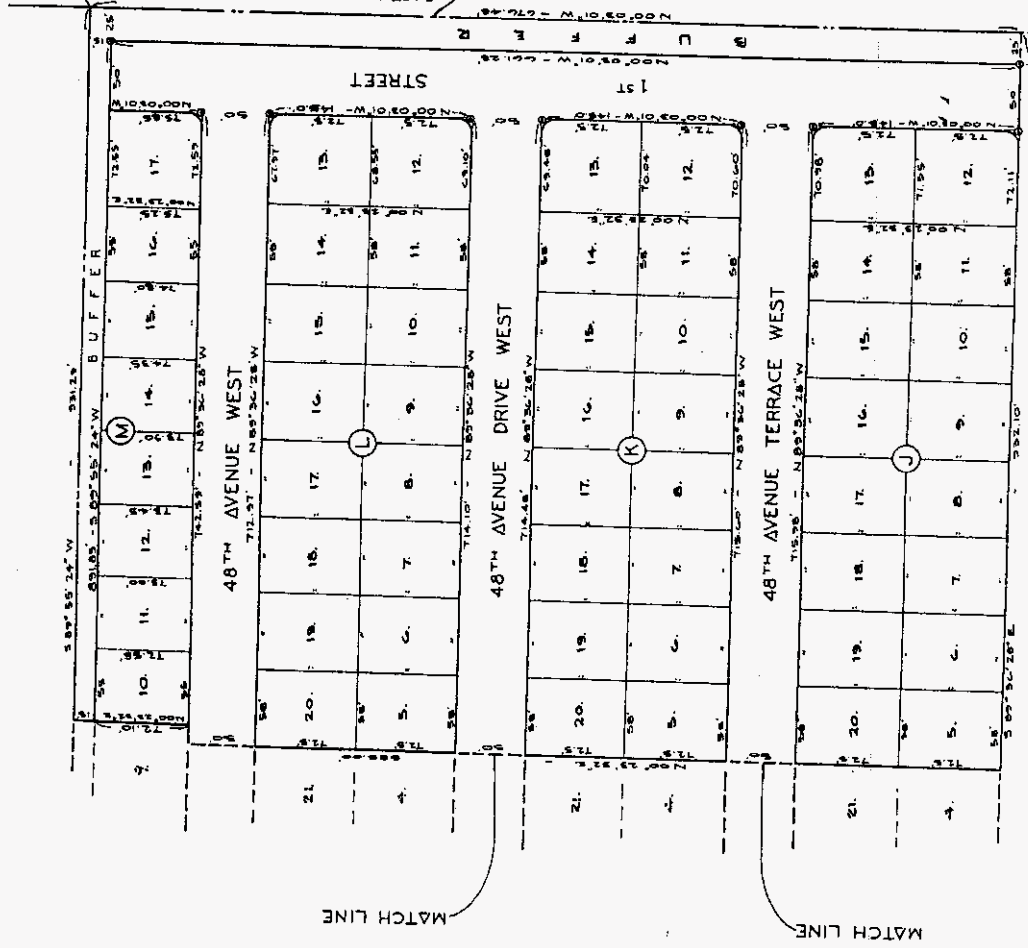
LEGEND

● — PERM. REF. MONUMENT

354186

NOTE: BLOCK CORNER MARKS
AND ALL MEASUREMENTS AT BLOCK CORNERS
SHOWN ON THIS PLAT ARE THE INTERSECTION OF
THE STREET'S RIGHT-OF-WAY.

ROBERTS ENGINEERING ASSOCIATES, INC.
— FLORIDA —
— BRADENTON —



HEATHER HILLS ESTATES - UNIT 1
P. 5 IS PL. BOOK 15

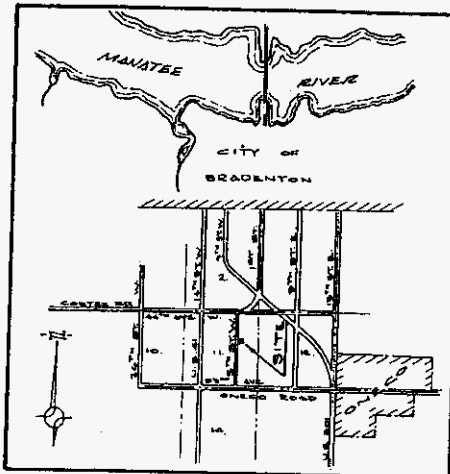
HEATHER HILLS ESTATES

UNIT IV

A PART OF THE S.E. 1/4 OF THE N.E. 1/4 OF SECTION 11, TOWNSHIP 35 S., RANGE 17 E., MANATEE COUNTY, FLORIDA.

LEGAL DESCRIPTION

BEGIN AT THE SW CORNER OF THE S.E. 1/4 OF THE N.E. 1/4 OF SEC. 11, TWP. 35 S., R. 17 E.; THENCE S 89° 55' 16" E ALONG THE SOUTH LINE OF SAID S.E. 1/4 OF THE N.E. 1/4 25.00 FT. TO THE INTERSECTION OF SAID LINE AND THE EAST E/W OF 5TH STREET WEST FOR A P.O.B.; THENCE CONTINUE S 89° 55' 16" E ALONG THE NORTH LINE OF HEATHER HILLS ESTATES, UNIT NO. 1, AS RECORDED IN PLAT BOOK 15, PAGES 30, 31 E 32, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, 375.00 FT. TO THE SW CORNER OF UNIT NO. 3 OF SAID HEATHER HILLS ESTATES, AS RECORDED IN PLAT BOOK 15, PAGES 25, 26, 27, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE NORTH 01° 02' 15" E ALONG THE WEST LINE OF SAID UNIT NO. 3, 340.00 FT. TO THE INTERSECTION OF SAID LINE AND ON THE SOUTH E/W OF SAID 48TH AVENUE DRIVE WEST AS SHOWN ON THE PLAT OF SAID UNIT NO. 3; THENCE N 89° 55' 16" W ALONG THE SOUTH E/W OF SAID 48TH AVENUE DRIVE WEST, 276.01 FT. TO THE INTERSECTION OF SAID E/W AND THE EAST E/W OF SAID 5TH STREET WEST; THENCE S 00° 01' 04" W, ALONG THE EAST E/W OF SAID 5TH STREET WEST, 242.02 FT. TO THE P.O.B., BEING AND LYING IN THE N.E. 1/4 OF SEC. 11, TWP. 35 S., R. 17 E., MANATEE COUNTY, FLORIDA.



LOCATION MAP
SCALE: 1"=1 MILE

PLANNING COMMISSION CERTIFICATE

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN APPROVED BY THE MANATEE COUNTY PLANNING COMMISSION AND THAT ALL REQUIREMENTS OF THE MANATEE COUNTY SUBDIVISION REGULATIONS HAVE BEEN COMPLIED WITH.

DATE THIS 12 DAY OF March, A.D. 1969

Nancy J. Spasna
COUNTY PLANNING DIRECTOR

EASEMENT DEDICATION

THERE ARE HEREBY EXPRESSLY RESERVED, EASEMENTS OF 5 FT. ALONG THE REAR LINES OF ALL LOTS FOR UNDERGROUND UTILITIES, SURFACE AND UNDERGROUND DRAINAGE AND EASEMENTS OF 5 FT. ON EACH SIDE LOT LINE FOR THE SAME PURPOSES, BUT LIMITED TO ONE SIDE OF ANY ONE LOT, WHERE MORE THAN ONE LOT IS INTENDED AS A BUILDING SITE, THE OUTSIDE BOUNDARIES OF SAID BUILDING SITE SHALL CARRY SAID EASEMENT. ALL OTHER EASEMENTS SHOWN ON THIS PLAT ARE HEREBY RESERVED IN PERPETUITY FOR THE PURPOSES NOTED.

SURVEYOR'S CERTIFICATE

I, THE UNDERSIGNED REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT IS A TRUE REPRESENTATION OF THE LANDS DESCRIBED AND SHOWN, TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT PERMANENT REFERENCE BOUNDARY MONUMENTS HAVE BEEN PLACED AS REQUIRED BY MANATEE COUNTY REGULATIONS AND THE STATUTES OF THE STATE OF FLORIDA, THEREUNTO APPLICABLE.

DATE OF SURVEY: Feb. 27, 1969

William A. Roberts
WILLIAM A. ROBERTS
REGISTERED LAND SURVEYOR
FLORIDA CERT. NO. 1124

CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF FLORIDA)
COUNTY OF MANATEE) S.S.

HEATHER HILLS, INC., A FLORIDA CORPORATION, BY ITS DULY ELECTED PRESIDENT, JACK HOUSE AND BY ITS DULY ELECTED SECRETARY, MARY L. HOUSE, ACTING BY AND WITH AUTHORITY OF ITS BOARD OF DIRECTORS, CERTIFYING OWNERSHIP BY SAID CORPORATION OF THE PROPERTY DESCRIBED HEREIN, AND DOES HEREBY DEDICATE ALL OF THE STREETS, WALKS, ALLEYS, THROUGH PASSES, PARKS AND OTHER OPEN SPACES, CANALS AND DRAINAGE OR OTHER EASEMENTS SHOWN ON THIS PLAT TO THE USE OF THE GENERAL PUBLIC FOREVER.

IN WITNESS WHEREOF, THE UNDERSIGNED CORPORATION HAS CAUSED THESE PRESENTS TO BE EXECUTED BY ITS PRESIDENT, AND ATTESTED BY ITS SECRETARY.

ATTEST: Mary Louise SECRETARY
Jack House PRESIDENT

STATE OF FLORIDA)
COUNTY OF MANATEE) S.S.

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED JACK HOUSE, PRESIDENT, AND MARY L. HOUSE, SECRETARY OF HEATHER HILLS, INC., A FLORIDA CORPORATION, TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE OF DEDICATION, AND THEY EACH DULY ACKNOWLEDGE BEFORE ME THAT THEY EXECUTED THE SAME, AS SUCH OFFICERS FOR AND IN BEHALF OF SAID CORPORATION.

IN WITNESS MY HAND AND OFFICIAL SEAL AT MANATEE COUNTY, FLORIDA THIS 27 DAY OF FEBRUARY, A.D. 1969

Anne M. Bloom
NOTARY PUBLIC, STATE OF FLORIDA
AT LARGE

MY COMMISSION EXPIRES: Jan. 2, 1973

CERTIFICATE OF APPROVAL OF COUNTY COMMISSION

STATE OF FLORIDA)
COUNTY OF MANATEE) S.S.

IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORD BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF MANATEE, FLORIDA, THIS 12 DAY OF MARCH, A.D. 1969.

APPROVED: Robert J. Roberts COUNTY ATTORNEY
James Q. Roberts CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

APPROVED: Donald J. Roberts DEPUTY CLERK
COUNTY ENGINEER

DATE: March 7, 1969

CERTIFICATE OF APPROVAL OF CLERK OF CIRCUIT COURT

STATE OF FLORIDA)
COUNTY OF MANATEE) S.S.

I, M. T. FINNIS, CLERK OF CIRCUIT COURT OF MANATEE COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH ALL REQUIREMENTS OF THE STATUTES OF FLORIDA PERTAINING TO MAPS AND PLATS, AND THAT THE PLAT HAS BEEN FILED FOR RECORD IN PLAT BOOK 15, PAGE 61, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, THIS 12 DAY OF MARCH, A.D. 1969.

M. T. Finnis
M. T. FINNIS, CLERK OF CIRCUIT COURT
COUNTY OF MANATEE, FLORIDA

ROBERTS & ZOLLER, INC.
ENGINEERS - SURVEYORS
BRADENTON - FLORIDA

261048

HEATHER HILLS ESTATES
UNIT NO. 4
SEC. 11, TWP 35S, R24E, 17E.
MANATEE COUNTY, FLORIDA

S.W. CORNER OF THE SE 1/4 OF THE N.E. 1/4 OF SEC. 11, TWP 35S, R24E, 17E.

WEST LINE OF THE SE 1/4 OF THE N.E. 1/4

5TH STREET WEST

BUFFER

4TH STREET WEST

LAKE

48TH AVENUE DRIVE WEST

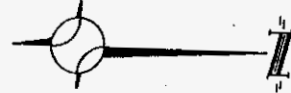
49TH AVENUE WEST

HEATHER HILLS ESTATES
UNIT NO. 1
P.L.S. 15, P.O.S. 39,31,32

HEATHER HILLS ESTATES
UNIT NO. 3
P.S. 15, P.O.S. 55,56,57

381048

PLAT 152 RECORDED
MAR 28 1958
W. J. HILSON & SONS
MANATEE CO. FLA.



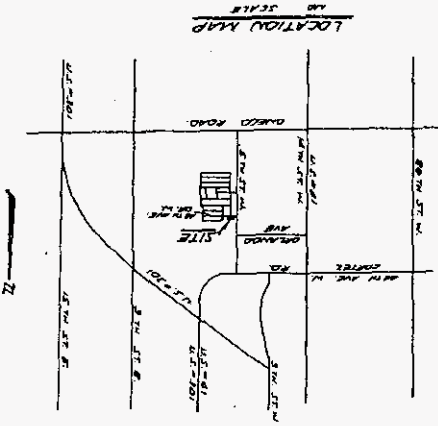
SCALE: 1"=50'

LEGEND
○ --- P.R.M. REF. MONUMENT
(6" x 6" CONC. MON.)

NOTES:
ALL BLOCK CORNER E.A.D.I. EQUIVALENT TO RT. ALL MEASUREMENTS AT BLOCK CORNERS ARE TO THE POINT OF INTERSECTION OF THE STREET RIGHT-OF-WAY.

ROBERTS & ZOLLER INC.
ENGINEERS-SURVEYORS
BRADENTON, FLORIDA

HEATHER HILLS ESTATES
UNIT NO. 5
SECTION 11, TOWNSHIP 35 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA



CERTIFICATE OF APPROVAL OF CLERK OF THE CIRCUIT COURT:

STATE OF FLORIDA)
COUNTY OF MANATEE) S.S.

I, R. B. SHORE, CLERK OF THE CIRCUIT COURT OF MANATEE COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT:

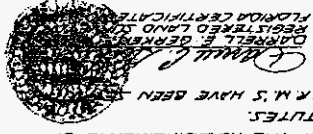
EXAMINED AND THAT IT COMPLEIES IN FORM WITH ALL MEANINGS OF THE STATUTES OF FLORIDA PERTAINING TO PLATS, AND THAT THIS PLAT HAS BEEN FILED FOR RECORD IN BOOK 82, PAGES 191 AND 192, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, THIS 28 DAY OF MARCH, A.D. 1981.

R. B. SHORE, CLERK OF THE CIRCUIT COURT OF MANATEE COUNTY, FLORIDA

EASEMENT DEDICATION:

THERE ARE HEREBY EXPRESSLY RESERVED, BASEMENTS OF 5 FEET IN WIDTH ALONG THE REAR LINES OF ALL LOTS FOR UNDERGROUND AND OVERHEAD UTILITIES, SURFACE AND UNDERGROUND DRAINAGE, AND BASEMENTS OF 5 FEET IN WIDTH ON EACH SIDE LOT LINE FOR THE SAME PURPOSES, BUT LIMITED IF USED TO ONE SIDE OF ANY LOT, WHERE MORE THAN ONE LOT IS INTENDED AS A BUILDING SITE, THE OUTSIDE BOUNDARIES OF SAID BUILDING SITE SHALL CARRY SAID EASEMENTS. ALL OTHER EASEMENTS SHOWN ON THIS PLAT ARE HEREBY RESERVED IN PERPETUITY FOR THE PURPOSES NOTED.

SURVEYOR'S CERTIFICATE:
I, THE UNDERSIGNED REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THE SURVEY DATA COMPLEIES WITH ALL OF THE REQUIREMENTS OF CHAPTER 117 OF THE FLORIDA STATUTES.
I, FURTHER CERTIFY THAT ALL R.M.'S HAVE BEEN IN ACCORDANCE WITH SAID STATUTES.
DATE OF SURVEY, 3-11-81



DANIEL E. GREEN
PROFESSIONAL LAND SURVEYOR
51 WALLACE AVENUE
MANATEE, FLORIDA 33577

DESCRIPTION:

COMMENCE AT THE NW CORNER OF THE SW 1/4 OF THE NE 1/4 OF SECTION 11, TOWNSHIP 35 SOUTH, RANGE 17 EAST; THENCE N 85° 57' 28" E, ALONG THE NORTHERLY LINE OF SAID SW 1/4 OF THE SE 1/4 OF THE NE 1/4, A DISTANCE OF 415.70 FT TO A POINT LYING ON THE NORTHERLY EXTENSION OF THE WESTERLY LINE OF BLOCK "M", OF HEATHER HILLS ESTATES, UNIT NO. 3, RECORDED IN PLAT BOOK 15, PAGES 55, 56 AND 57, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE S 0° 03' 43" E, ALONG SAID WESTERLY LINE AND THE NORTHERLY EXTENSION THEREOF, 278.36 FT TO A POINT LYING ON THE NORTHERLY RIVU LINE OF 48 TH AVENUE DRIVE WEST (50 FT WIDE) FOR A POINT OF BEGINNING; THENCE N 49° 38' 28" W, ALONG SAID NORTHERLY RIVU LINE, 295.71 FT; THENCE N 10° 03' 43" W, PARALLEL WITH AND 120.00 FT EAST OF THE WESTERLY LINE OF THE SAID SW 1/4 OF THE SE 1/4 OF THE NE 1/4, A DISTANCE OF 85.48 FT; THENCE N 89° 57' 28" E, PARALLEL WITH AND 191.23 FT SOUTH OF THE LINE OF THE SW 1/4 OF THE SE 1/4 OF THE NE 1/4, A DISTANCE OF 295.70 FT TO THE SAID WESTERLY LINE OF BLOCK "M"; THENCE S 0° 03' 43" E, ALONG SAID WESTERLY LINE OF BLOCK "M", 87.73 FT TO THE POINT OF BEGINNING.
ALL BEING IN SECTION 11, TOWNSHIP 35 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA.

CERTIFICATE OF OWNERSHIP AND DEDICATION:

KEITH C. STARKKEY AND CLARA B. STARKKEY, HUSBAND AND WIFE, CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY HEATHER HILLS ESTATES, UNIT NO. 5, AND DO HEREBY DEDICATE ALL OF THE EASEMENTS SHOWN ON THIS PLAT TO THE USE OF THE GENERAL PUBLIC FOREVER.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND SIGNS THIS 28 DAY OF MARCH, A.D. 1981.

WITNESSES:
KEITH C. STARKKEY
CLARA B. STARKKEY

WITNESSES:
[Signature]

STATE OF FLORIDA)
COUNTY OF MANATEE) S.S.
BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED KEITH C. STARKKEY AND CLARA B. STARKKEY, HUSBAND AND WIFE, TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED HEREIN AND WHO EXECUTED THE FOREGOING CERTIFICATE OF DEDICATION, AND THEY EACH DULY ACKNOWLEDGED BEFORE ME THAT THEY EXECUTED THE SAME.

WITNESS MY HAND AND OFFICIAL SEAL AT MANATEE COUNTY, FLORIDA, THIS 13 DAY OF MARCH, A.D. 1981.
MY COMMISSION EXPIRES: DEC. 4, 1984

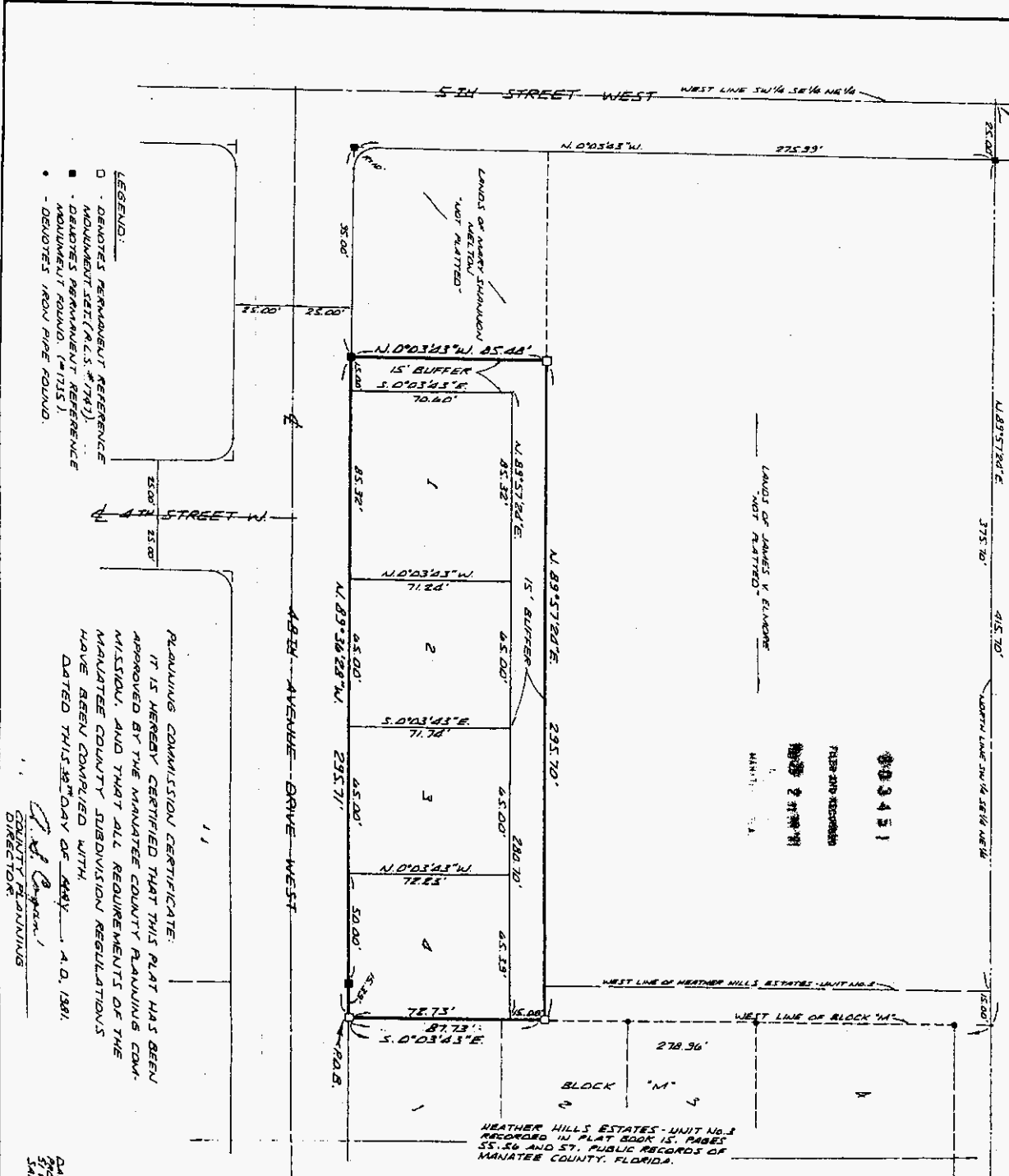
CERTIFICATE OF APPROVAL OF THE COUNTY COMMISSION:
STATE OF FLORIDA)
COUNTY OF MANATEE) S.S.
IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN OFFICIALLY APPROVED FOR RECORD BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF MANATEE, FLORIDA, THIS 11 DAY OF MARCH, A.D. 1981.

ATTEST:
CLERK
APPROVED: [Signature]
COUNTY ATTORNEY
APPROVED: [Signature]
COUNTY ENGINEER
5-11-81



HEATHER HILLS ESTATES
UNIT NO. 5
SECTION 11, TOWNSHIP 35 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

SW CORNER OF SW 1/4, SE 1/4 NE 1/4
OF SEC. 11, TWP. 35 S., RGE. 17 E.



HEATHER HILLS ESTATES - UNIT NO. 5
RECORDED IN PLAT BOOK 80, PAGES
55, 56 AND 57, PUBLIC RECORDS OF
MANATEE COUNTY, FLORIDA.

PLANNING COMMISSION CERTIFICATE:
IT IS HEREBY CERTIFIED THAT THIS PLAT HAS BEEN
APPROVED BY THE MANATEE COUNTY PLANNING COM-
MISSION, AND THAT ALL REQUIREMENTS OF THE
MANATEE COUNTY SUBDIVISION REGULATIONS
HAVE BEEN COMPLIED WITH.
DATED THIS 30TH DAY OF MAY, A.D. 1981.

D. J. O'Connell
COUNTY PLANNING
DIRECTOR

DARRYL E. GERKEN
PROFESSIONAL LAND SURVEYOR
3844 SOUTH FLORIDA 33577

323868

RESTRICTIONS, RESERVATIONS, EASEMENTS, RULES AND
REGULATIONS OF HEATHER HILLS ESTATES, AS PER PLAT
THEREOF, RECORDED IN PLATBOOK PAGE OF THE PUBLIC
RECORDS OF MANATEE COUNTY, FLORIDA

This indenture made and entered into this 8th day of March 1967, by HEATHER HILLS ESTATES, INC., a Florida corporation, hereinafter referred to as the Company, being the owner of all of the lands embraced in Heather Hills Estates Subdivision, as per plat thereof recorded in PlatBook 15, page 30 of the Public Records of Manatee County, Florida, being desirous of providing uniform restrictions, reservations, easements, rules and regulations, for said subdivision, does hereby impose and charge all of said subdivision for itself, its successors or assigns, with the covenants, easements, restrictions, conditions and charges hereinafter set forth, to-wit:

1. IMPROVEMENT: No mobile home, building (addition or accessory) or home, fence, wall, planting, exceeding two feet in height, or other structure or improvement shall be commenced, erected or maintained, nor shall any addition to, or change or alteration be made until the plans and specifications showing the nature, kind, shape, height, floor plan, materials, location and approximate cost of such structure, have been submitted to and approved in writing by the Company. The Company's failure to give notice of its approval or disapproval of such plans and specifications within thirty (30) days after receipt thereof shall be deemed to constitute its approval thereof.

2. EASEMENTS AND SET-BACKS: The Company specifically reserves unto itself an easement over the rear five (5) feet of each lot and over and across such other areas as are designated as easement on the plat of said subdivision, for use by the Company or the Company's assigns for utility installations and right-of-ways, or such other use as the Company may deem appropriate and the Company specifically reserves the exclusive rights in said easements and the exclusive right to lay utilities in the streets in said subdivision, and further, specifically reserves the fee title to the streets in said subdivision. There shall be a minimum set-back of five (5) feet from the rear & side and 10 feet from the front property lines, for all permanent or temporary structures or improvements. Where one mobile home occupies more than one lot, the set-back line shall be from the edge of the property line, rather than the edge of the lot line. The Company may, at its discretion, release any lot or parcel from the restriction or easement contained in this paragraph.

3. SEPTIC TANKS AND WELLS: No well or septic tank shall be constructed in said subdivision without prior written approval of the Company, and in no event shall the water from any well be used in any mobile home or piped into any mobile home, or used for human consumption.

4. USE: All lands included in this subdivision shall be used for residential purpose only, except for such lots or parcels as may be designated by the Company otherwise.

5. SIGNS: No signs or advertisements shall be displayed on the lots, right-of-ways, or any other part of the subdivision, except as specifically designated and approved by the Company.

6. STORAGE: No boat or boat trailer, travel trailer, camp trailer or any similar property shall be stored in said subdivision without the prior written approval of the Company.

7. MAILBOXES: Mailboxes shall be only of the design approved by the Company and may only be placed in such locations as are designated by the Company.

8. RECREATION AREAS: The areas designated on the plat of the subdivision as "Recreation Area" together with all the improvements thereon, shall remain the exclusive property of the Company who specifically retains the title to said recreation areas, and the right to make all of the rules and regulations pertaining to same, and the owners of lots in the subdivision shall have the right to use the recreation areas, in accordance with such rules and regulations as are propagated by the Company from time to time, and not otherwise.

REF 314 MAR 613

9. ASSESSMENT: As part of the purchase price of each lot and as compensation for the privileges herein granted to utilize recreation areas and other common facilities, subject to the rules and regulations of the Company, the owner of each lot agrees to pay unto the Company an annual fee, to be fixed by the Company, its successors or assigns, not, however, exceeding, except as hereinafter set forth, the sum of \$90.00 per year for each lot, provided that the sum of \$90.00 may at the Company's option be increased in the same proportion as the cost of living index of the United States Department of Labor increases above such index on the date of recording of these restrictions. The assessment shall be uniform against all lots for the availability of facilities, without regard to the extent of use or non-use thereof by the several lot owners. Any and all charges made by the Company under this paragraph shall at the time of assessment provided herein constitute a lien on the lot against which made and be enforceable as provided for enforcement of mechanics liens under the laws of the State of Florida, or otherwise as the Company may deem expedient. The annual charge above-mentioned shall be used by the Company to first provide reasonable return on the Company's investment in the streets, recreation areas and common areas, and then for reasonable salaries for the Company's officers and reasonable fees and expenses for the Company and the Company's employees in managing said areas and the subdivision, and finally to the extent available, such annual charge shall be used for the maintenance of the recreation areas and common areas, and to provide sewage disposal and street lighting for the subdivision and the usual and ordinary trash and garbage collection from each lot.

10. GARBAGE AND TRASH: All garbage shall be wrapped and placed in proper receptacles as designated by the Company and all garbage receptacles and trash shall be stored, until collected, in neat, clean and orderly condition, in such places as are designated by the Company to give the subdivision a clean and neat appearance.

11. CARE OF LOTS: Lot owners shall keep their lots in a neat, clean and orderly condition, the grass mowed and all bushes, shrubs and trees properly trimmed, and in the event that the owner of any lot shall fail to maintain the same as aforesaid, the Company reserves the right to enter upon such lot and care for the same and cut the grass and remove the rubbish and to trim all trees, bushes and plants and to charge the owner of said lot the actual cost of such upkeep, including office expense and supervisory expense, plus the sum of 15%, which charge shall be due and payable the first of the month following the performance of the work and shall be a lien upon the land to the same extent as the annual charge.

12. WASHING: All wash to be dried must be hung during hours approved by the Company on a special drying apparatus in the form of a folding rack or umbrella which shall be placed at the rear of each lot.

13. MOBILE HOME LIMITATIONS: There shall only be one mobile home on each lot and all mobile homes must be a minimum of thirty-two [32] feet in length, as designated on certificate of title, and a minimum of twelve feet in width, unless otherwise designated by the Company. All mobile homes must have concrete patio slab at least 10 x 20 feet and complete sanitary facilities, including among other things, a lavatory, wash basin, tub or shower, kitchen sink, and must be connected to the sewage outlets in conformity with State health requirements. The space from ground level to floor of mobile home must be enclosed with suitable materials approved by the Company, within thirty [30] days after being moved on the lot.

14. ANIMALS: No four-legged animals shall be permitted in the subdivision at any time, and no other pets which the Company deems obnoxious or annoying shall be permitted in the subdivision.

15. ZONING and PLANNING: No portion of the subdivision shall be re-zoned or re-platted without the written consent of the Company or the Company's successors or assigns.

16. VIOLATION: The restrictions set forth herein shall be covenants running with the land, and in the event of the violation

of same or in the event of the violation of any of the rules and regulations lawfully imposed by the Company pursuant to this instrument, including the failure to pay any charge imposed pursuant hereto, then the Company may bring any suit at law or in equity to enforce these restrictions, and said rules and regulations, and to collect any amount due, and the person or persons breaching these restrictions or any of the rules or regulations made pursuant here to, or failing to make any of the payments required hereunder, shall be liable for damages and shall further pay unto the Company all of the costs of said action, together with a reasonable attorney fee for the Company's attorney in bringing said action. Failure of the Company to enforce any restrictions, conditions, covenant or agreement, or rule or regulation made pursuant hereto, shall in no event be deemed a waiver of the right of the Company to enforce the same, as to the same breach or to one occurring prior or subsequent thereto, nor shall such failure give rise to any claim or cause of action against the Company by any lot owner, and the Company shall not be required to enforce any covenant set forth herein.

17. DURATION: All of the covenants set forth herein shall be deemed covenants running with the land, and unless otherwise voluntarily terminated by the Company, shall bind all persons and interests and all owners of all lots or any part of said subdivision, their legal representatives, successors and assigns, until January 1, A. D. 2000, except that Company may extend the same for successive periods of ten years each. If any provision of this indenture or the application of such provision to any person or circumstances shall be held invalid, the remainder of this indenture or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

IN WITNESS WHEREOF, the Company has caused this instrument to be executed in its name by its proper officer thereunto duly authorized and its corporate seal to be affixed this the day and year first above written.

(corporate seal)

HEATHER HILLS ESTATES, INC.
By: Jack House
Jack House, as President

ATTEST: Mary House

FILED AND RECORDED
 MAR 8 1 48 PM '69
 H. I. M. AND S. CLERK
 MANATEE CO. FLA.

323668

STATE OF FLORIDA,
COUNTY OF MANATEE

I HEREBY CERTIFY that on this 8th day of March A. D. 1969, before me personally appeared Jack House and Mary House, the President and Secretary respectively of Heather Hills Estates Inc., a corporation under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Bradenton in the County of Manatee and State of Florida the day and year last aforesaid. My commission expires

9/26/69



Sue Doolittle

Notary Public, State of Florida.

OFF. REC. 314 MAR 69

RESTRICTIONS, RESERVATIONS, EASEMENTS, RULES AND REGULATIONS OF HEATHER HILLS ESTATES, AS PER PLAT THEREOF, RECORDED IN PLATBOOK PAGE OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA

This indenture made and entered into this 12th day of September, 1967, by HEATHER HILLS ESTATES, INC., a Florida corporation, hereinafter referred to as the Company, being the owner of all of the lands embraced in Heather Hills Estates, Unit One, Sub-division, as per plat thereof recorded in Plat Book 15, Pages 39, 40 & of the Public Records of Manatee County, Florida, being desirous of providing uniform restrictions, reservations, easements, rules and regulations for said subdivision, does hereby impose and charge all of said subdivision for itself, its successors or assigns, with the covenants, easements, restrictions, conditions and charges of those certain "restrictions, reservations, easements, rules and regulations of Heather Hills Estates, as per Plat thereof recorded in Plat Book 15, Page 30 of the Public Records of Manatee County, Florida, previously recorded in Official Record Book 314, Page 613, of the Public Records of Manatee County, Florida, as if same were set forth herein in haec verbatim, and the Company shows that the imposition of said restrictions, reservations, easements, rules and regulations in Unit One of said Subdivision, corresponding to those imposed and set forth in the original subdivision, as part of a master plan, designed to uniformly impose said restrictions, reservations, easements, rules and regulations on all of Heather Hills Estates and subsequent units thereof, unless specifically otherwise amended by the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be executed in its name by its proper officers thereunto duly authorized and its corporate seal to be affixed this the day and year first above written.

HEATHER HILLS ESTATES, INC.

By Jack House
Jack House, as President

Attest: Mary F. House
Mary F. House, Secretary

STATE OF FLORIDA,
COUNTY OF MANATEE

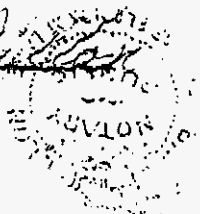
I HEREBY CERTIFY that on this 12th day of September A.D. 1967, before me personally appeared JACK HOUSE and MARY HOUSE, the President and Secretary respectively of Heather Hills Estates, Inc., a corporation under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that the affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Bradenton in the County of Manatee and State of Florida the day and year last aforesaid.

My commission expires:

12-31-69

John T. [Signature]
Notary Public
(official seal)



354534

RESTRICTIONS, RESERVATIONS, EASEMENTS, RULES AND REGULATIONS OF HEATHER HILLS ESTATES, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 15, PAGE 55, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

This indenture made and entered into this 19th day of November 1968, by HEATHER HILLS ESTATES, INC., a Florida corporation, hereinafter referred to as the Company, being the owner of all of the lands embraced in Heather Hills Estates Subdivision, as per plat thereof recorded in Plat Book 15, Page 55 of the Public Records of Manatee County, Florida, being desirous of providing uniform restrictions, reservations, easements, rules and regulations, for said subdivision, does hereby impose and charge all of said subdivision for itself, its successors or assigns, with the covenants, easements, restrictions, conditions and covenants hereinafter set forth, to-wit:

1. **IMPROVEMENT:** No mobile home, building (addition or necessary) or home, fence, wall, planting, exceeding two feet in height, or other structure or improvement shall be commenced, erected or maintained, nor shall any addition to, or change or alteration be made until the plans and specifications showing the nature, kind, shape, height, floor plan, materials, location and approximate cost of such structure, have been submitted to and approved in writing by the Company. The Company's failure to give notice of its approval or disapproval of such plans and specifications within thirty (30) days after receipt thereof shall be deemed to constitute its approval thereof.

2. **EASEMENTS AND SET-BACKS:** The Company specifically reserves unto itself an easement over the rear five (5) foot of each lot and over and across such other areas as are designated as easement on the plat of said subdivision, for use by the Company or the Company's assigns for utility installations and right-of-ways, or such other use as the Company may deem appropriate and the Company specifically reserves the exclusive rights in said easements and the exclusive right to lay utilities in the streets in said subdivision, and further, specifically reserves the fee title to the streets in said subdivision. There shall be a minimum set-back of five (5) feet from the rear & side and 10 feet from the front property lines, for all permanent or temporary structures or improvements. Where one mobile home occupies more than one lot, the set-back line shall be from the edge of the property line, rather than the edge of the lot line. The Company may, at its discretion, release any lot or parcel from the restriction or easement contained in this paragraph.

3. **SEPTIC TANKS AND WELLS:** No well or septic tank shall be constructed in said subdivision without prior written approval of the Company, and in no event shall the water from any well be used in any mobile home or piped into any mobile home, or used for human consumption.

4. **USE:** All lands included in this subdivision shall be used for residential purpose only, except for such lots or parcels as may be designated by the Company otherwise.

5. **SIGNS:** No signs or advertisements shall be displayed on the lots, right-of-ways, or any other part of the subdivision, except as specifically designated and approved by the Company.

6. **STORAGE:** No boat or boat trailer, travel trailer, camp trailer or any similar property shall be stored in said subdivision without the prior written approval of the Company.

JOHN E. HANCOCK
ATTORNEY AT LAW
TAMPA, FLORIDA
117 SOUTH BRADLEY
TAMPA, FLORIDA
33606

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7. MAILBOXES: Mailboxes shall be only of the design approved by the Company and may only be placed in such locations as are designated by the Company.

8. RECREATION AREAS: The areas designated on the plat of the subdivision as "Recreation Area," together with all the improvements thereon, shall remain the exclusive property of the Company who specifically retains the title to said recreation areas, and the right to make all of the rules and regulations pertaining to same, and the owners of lots in the subdivision shall have the right to use the recreation areas, in accordance with such rules and regulations as are propagated by the Company from time to time, and not otherwise.

9. ASSESSMENT: As part of the purchase price of each lot and as compensation for the privileges herein granted to utilize recreation areas and other common facilities, subject to the rules and regulations of the Company, the owner of each lot agrees to pay unto the Company an annual fee, to be fixed by the Company, its successors or assigns, not, however, exceeding, except as hereinafter set forth, the sum of \$90.00 per year for each lot, provided that the sum of \$90.00 may at the Company's option be increased in the same proportion as the cost of living index of the United States Department of Labor increases above such index on the date of recording of the restrictions for Heather Hills Estates, Unit #1. The assessment shall be uniform against all lots for the availability of facilities, without regard to the extent of use or non-use thereof by the several lot owners. Any and all charges made by the Company under this paragraph shall at the time of assessment provided herein constitute a lien on the lot against which made and be enforceable as provided for enforcement of mechanics liens under the laws of the State of Florida, or otherwise as the Company may deem expedient. The annual charge above-mentioned shall be used by the Company to first provide reasonable return on the Company's investment in the streets, recreation areas and common areas, and then for reasonable salaries for the Company's officers and reasonable fees and expenses for the Company and the Company's employees in managing said areas and the subdivision, and finally to the extent available, such annual charge shall be used for the maintenance of the recreation areas and common areas and to provide sewage disposal and street lighting for the subdivision and the usual and ordinary trash and garbage collection from each lot.

10. GARBAGE AND TRASH: All shall be wrapped and placed in proper receptacles as designated by the Company and all garbage receptacles and trash shall be stored, until collected, in neat, clean and orderly condition, in such places as are designated by the Company to give the subdivision a clean and neat appearance.

11. CARE OF LOTS: Lot owners shall keep their lots in a neat, clean and orderly condition, the grass mowed and all bushes, shrubs and trees properly trimmed, and in the event that the owner of any lot shall fail to maintain the same as aforesaid, the Company reserves the right to enter upon such lot and care for the same and cut the grass and remove the rubbish and to trim all trees, bushes and plants and to charge the owner of said lot the actual cost of such upkeep, including office expense and supervisory expense, plus the sum of 15%, which charge shall be due and payable the first of the month following the performance of the work and shall be a lien upon the land to the same extent as the annual charge.

12. WASHING: All wash to be dried must be hung during hours approved by the Company on a special drying apparatus in the form of a folding rack or umbrella which shall be placed at the rear of each lot.

13. MOBILE HOME LIMITATIONS: There shall only be one mobile home on each lot and all mobile homes must be a minimum of thirty-two (32) feet in length, as designated on certificate of title, and a minimum of twelve feet in width, unless otherwise designated by the Company. All mobile homes must have concrete patio slab at least 10 X 20 feet and complete sanitary facilities, including among other

-2-
386 7

things, a lavatory, wash basin, tub or shower, kitchen sink, and must be connected to the sewage outlets in conformity with State health requirements. The space from ground level to floor of mobile home must be enclosed with suitable materials approved by the Company, within thirty (30) days after being moved on the lot.

14. ANIMALS: No four-legged animals shall be permitted in the subdivision at any time, and no other pets which the Company deems obnoxious or annoying shall be permitted in the subdivision.

15. ZONING and PLANNING: No portion of the subdivision shall be re-zoned or re-platted without the written consent of the Company or the Company's successors or assigns.

16. VIOLATION: The restrictions set forth herein shall be covenants running with the land, and in the event of the violation of same or in the event of the violation of any of the rules and regulations lawfully imposed by the Company pursuant to this instrument, including the failure to pay any charge imposed pursuant hereto, then the Company may bring any suit at law or in equity to enforce these restrictions, and said rules and regulations, and to collect any amount due, and the person or persons breaching these restrictions or any of the rules or regulations made pursuant hereto, or failing to make any of the payments required hereunder, shall be liable for damages and shall further pay unto the Company all of the costs of said action, together with a reasonable attorney fee for the Company's attorney in bringing said action. Failure of the Company to enforce any restrictions, conditions, covenant or agreement, or rule or regulation made pursuant hereto, shall in no event be deemed a waiver of the right of the Company to enforce the same, as to the same breach or to one occurring prior or subsequent thereto, nor shall such failure give rise to any claim or cause of action against the Company by any lot owner, and the Company shall not be required to enforce any covenant set forth herein.

17. DURATION: All of the covenants set forth herein shall be deemed covenants running with the land, and unless otherwise voluntarily terminated by the Company, shall bind all persons and interest and all owners of all lots or any part of said subdivision, their legal representatives, successors and assigns, until January 1, A. D. 2000, except that Company may extend the same for successive periods of ten years each. If any provision of this indenture or the application of such provision to any person or circumstances shall be held invalid, the remainder of this indenture or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

IN WITNESS WHEREOF, the Company has caused this instrument to be executed in its name by its proper officer thereunto duly authorized and its corporate seal to be affixed this the day and year first above written.

(corporate seal)

HEATHER HILLS ESTATES, INC.

By: Jack House
Jack House, as President

Attest: John C. Manson
John C. Manson, as Asst. Secy.

STATE OF FLORIDA SS
COUNTY OF MANATEE

I HEREBY CERTIFY that on this 25th day of November, A.D. 1968, before me personally appeared Jack House and John C. Manson the President & Asst. Secretary respectively of Heather Hills Estates Inc., a corporation under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their

JOHN C. MANSON
ATTORNEY AT LAW
TAMPA, FLORIDA
517 12TH STREET, S.
TAMPA, FLORIDA
33606

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free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Bradenton in the County of Manatee and State of Florida the day and year last aforesaid.

My commission expires:

9/25/69

Sue D. Bolette

Notary Public

(official seal)



354534
NOT RECORDED
NOV 25 7 42 AM '69
MANATEE COUNTY FLA.

JOHN B. WILSON
ATTORNEY AT LAW
SUITE 1000
1000 W. MANATEE AVENUE
BRADENTON, FLORIDA
33505

80144

44154

RESTRICTIONS, RESERVATIONS, EASEMENTS, RULES AND REGULATIONS OF HEATHER HILLS ESTATES, UNIT 4, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 15, PAGES 61 & 62, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

This Indenture made and entered into this 19th day of March 1968, by HEATHER HILLS ESTATES, INC., UNIT 4 a Florida corporation, hereinafter referred to as the Company, being the owner of all of the lands embraced in Heather Hills Estates Subdivision, as per plat thereof recorded in Plat Book 15, pages 61 & 62, of the Public Records of Manatee County, Florida, being desirous of providing uniform restrictions, reservations, easements, rules and regulations, for said subdivision, does hereby impose and charge all of said subdivision for itself, its successors or assigns, with the covenants, easements, restrictions, conditions and charges hereinafter set forth, to-wit:

1. IMPROVEMENTS: No mobile home, building (addition or accessory) or home, fence, wall, planting, exceeding two feet in height, or other structure or improvement shall be commenced, erected or maintained, nor shall any addition to, or change or alteration be made until the plans and specifications showing the nature, kind, shape, height, floor plan, materials, location and approximate cost of such structure, have been submitted to and approved in writing by the Company. The Company's failure to give notice of its approval or disapproval of such plans and specifications within thirty (30) days after receipt thereof shall be deemed to constitute its approval thereof.

2. EASEMENTS AND SET-BACKS: The Company specifically reserves unto itself an easement over the rear five (5) feet of each lot and over and across such other areas as are designated as easement on the plat of said subdivision, for use by the Company or the Company's assigns for utility installations and right-of-ways, or such other use as the Company may deem appropriate and the Company specifically reserves the exclusive rights in said easements and the exclusive right to lay utilities in the streets in said subdivision, and further, specifically reserves the fee title to the streets in said subdivision. There shall be a minimum set-back of five (5) feet from the rear and side and ten (10) feet from the front property lines, for all permanent or temporary structures or improvements. Where one mobile home occupies more than one lot, the set-back line shall be from the edge of the property line, rather than the edge of the lot line. The Company may, at its discretion, release any lot or parcel from the restriction or easement contained in this paragraph.

3. SEPTIC TANKS AND WELLS: No well or septic tank shall be constructed in said subdivision without prior written approval of the Company, and in no event shall the water from any well be used in any mobile home or piped into any mobile home, or used for human consumption.

4. USE: All lands included in this subdivision shall be used for residential purpose only, except for such lots or parcels as may be designated by the Company otherwise.

5. SIGNS: No signs or advertisements shall be displayed on the lots, right-of-ways, or any other part of the subdivision, except as specifically designated or approved by the Company.

MANATEE COUNTY
PUBLIC RECORDS
SECTION 10
DATE 3/20/68

SEE 401 PAGE 259 SEE 402 PAGE 68

6. STORAGE: No boat or boat trailer, travel trailer, camp trailer or any similar property shall be stored in said subdivision without the prior written approval of the Company.

7. MAILBOXES: Mailboxes shall be only of the design approved by the Company and may only be placed in such locations as are designated by the Company.

8. RECREATION AREAS: The areas designated on the plat of the subdivision as "Recreation Areas" together with all the improvements thereon, shall remain the exclusive property of the Company who specifically retains the title to said recreation areas and the right to make all of the rules and regulations pertaining to same, and the owners of lots in the subdivision shall have the right to use the recreation areas, in accordance with such rules and regulations as are propagated by the Company from time to time, and not otherwise.

9. ASSESSMENT: As part of the purchase price of each lot and as compensation for the privileges herein granted to utilize recreation areas and other common facilities, subject to the rules and regulations of the Company, the owner of each lot agrees to pay unto the Company an annual fee, to be fixed by the Company. His successors or assigns, not, however, exceeding, except as hereinafter set forth, the sum of \$90.00 per year for each lot, provided that the sum of \$90.00 may at the Company's option be increased in the same proportion as the cost of living index of the United States Department of Labor increases above such index on the date of recording of the restrictions for Heather Hills Estates, Unit #1. The assessment shall be uniform against all lots for the availability of facilities, without regard to the extent of use or non-use thereof by the several lot owners. Any and all charges made by the Company under this paragraph shall at the time of assessment provided herein constitute a lien on the lot against which made and be enforceable as provided for enforcement of mechanics liens under the laws of the State of Florida, or otherwise as the Company may deem expedient. The annual charge above-mentioned shall be used by the Company to first provide reasonable return on the Company's investment in the streets, recreation areas and common areas, and then for reasonable salaries for the Company's officers and reasonable fees and expenses for the Company and the Company's employees in managing said areas and the subdivision, and finally to the extent available, such annual charge shall be used for the maintenance of the recreation areas and common areas and to provide sewage disposal and street lighting for the subdivision and the usual and ordinary trash and garbage collection from each lot.

10. GARBAGE AND TRASH: All shall be wrapped and placed in proper receptacles as designated by the Company and all garbage receptacles and trash shall be stored, until collected, in neat, clean and orderly condition, in such places as are designated by the Company to give the subdivision a clean and neat appearance.

11. CARE OF LOTS: Lot owners shall keep their lots in a neat, clean and orderly condition, the grass mowed and all bushes, shrubs and trees properly trimmed, and in the event that the owner of any lot shall fail to maintain the same as aforesaid, the Company reserves the right to enter upon such lot and care for the same and cut the grass and remove the rubbish and to trim all trees, bushes and plants and to charge the owner of

PLAT NO. 401
RECORDED IN
LIBRARY OF THE
COUNTY OF
FLORIDA
DATE

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PL 401 vol 260 402 vol 69

said lot the actual cost of such upkeep, including office expense and supervisory expense, plus the sum of 1%, which charge shall be due and payable the first of the month following the performance of the work and shall be a lien upon the land to the same extent as the annual charge.

12. WASHING: All wash to be dried must be hung during hours approved by the Company on a special drying apparatus in the form of a folding rack or umbrella which shall be placed at the rear of each lot.

13. MOBILE HOME LIMITATIONS: There shall only be one mobile home on each lot and all mobile homes must be a minimum of thirty-two (32) feet in length, as designated on certificate of title, and a minimum of twelve (12) feet in width, unless otherwise designated by the Company. All mobile homes must have concrete patio slab at least 10 X 20 feet and complete sanitary facilities, including among other things, a lavatory, wash basin, tub or shower, kitchen sink, and must be connected to the sewage outlets in conformity with State Health requirements. The space from ground level to floor of mobile home must be enclosed with suitable materials approved by the Company, within thirty (30) days after being moved on the lot.

14. ANIMALS: No four-legged animals shall be permitted in the subdivision at any time, and no other pets which the Company deems obnoxious or annoying shall be permitted in the subdivision.

15. ZONING AND PLANNING: No portion of the subdivision shall be re-zoned or re-platted without the written consent of the Company's successors or assigns.

16. VIOLATION: The restrictions set forth herein shall be covenants running with the land, and in the event of the violation of same or in the event of violation of any of the rules and regulations lawfully imposed by the Company pursuant to this instrument, including the failure to pay any charge imposed pursuant hereto, the Company may bring any suit at law or in equity to enforce these restrictions, and said rules and regulations, and to collect any amount due, and the person or persons breaching these restrictions or any of the rules or regulations made pursuant hereto, or failing to make any of the payments required hereunder, shall be liable for damages and shall further pay unto the Company all of the costs of said action, together with a reasonable attorney fee for the Company's attorney in bringing said action. Failure of the Company to enforce any restrictions, conditions, covenant or agreement, or rule or regulation made pursuant hereto, shall in no event be deemed a waiver of the right of the Company to enforce the same, as to the same breach or to one occurring prior or subsequent thereto, nor shall such failure give rise to any claim or cause of action against the Company by any lot owner, and the Company shall not be required to enforce any covenant set forth herein.

17. DURATION: All of the covenants set forth herein shall be deemed covenants running with the land, and unless otherwise voluntarily terminated by the Company, shall bind all persons and interest and all owners of all lots or any part of said subdivision, their legal representatives, successors, and assigns, until January 1, A. D. 2000, except that Company may extend the same for successive periods of ten years each. If any provision of this indenture or the application of such provision to any person or circumstances shall be held invalid, the remainder of this indenture or the application of such provision to persons or circumstances other than

THIS INSTRUMENT
WAS RECORDED AT THE
COUNTY CLERK'S OFFICE
OF THE COUNTY OF
SANTA CLARA, CALIFORNIA
ON 03/02/2001 AT 10:00 AM

-3-

SEE 401 MAR 26 11 40 AM '01 SEE 402 MAR 70

those as to which it is held invalid, shall not be affected thereby.

IN WITNESS WHEREOF, The Company has caused this instrument to be executed in its name by its proper officer thereunto duly authorized and its corporate seal to be affixed this the day and year first above written.

(corporate seal)

HEATHER HILLS ESTATES, INC.

By: Jack House
Jack House, as President

Attest: John C. Manon
John C. Manon, as Asst. Secy.

STATE OF FLORIDA
SS
COUNTY OF MANATEE

I HEREBY CERTIFY that on this 19th day of March, A. D. 1969, before me personally appeared Jack House and John C. Manon, the President and Asst. Secretary respectively of Heather Hills Estates Inc., Unit #4, a corporation under the laws of the State of Florida, to be known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Bradenton in the County of Manatee and State of Florida the day and year last aforesaid.

My commission expires: 9/25/69

Law L. D. Little
Notary Public
(official seal)

361440
FILED AND RECORDED
MAR 25 2 53 PM '69
MANATEE COUNTY FLORIDA

361440
401 262
402 71

401 262 402 71

EXHIBIT A

**BILL OF SALE
ABSOLUTE**

KNOW ALL MEN BY THESE PRESENTS:

That KEITH C. STARKEY, individually and as Trustee of the Keith C. Starkey Revocable Trust under agreement dated July 28, 1997, and CLARA B. STARKEY, individually and as Trustee of the Clara B. Starkey Revocable Trust under agreement dated July 28, 1997, collectively, "Seller," of the City of Bradenton, County of Manatee, and State of Florida, for and in consideration of the sum of Ten Dollars (\$10.00), lawful money of the United States, paid by HEATHER HILLS ESTATES UTILITIES, LLC, "Buyer," of the City of Bradenton, County of Manatee, and State of Florida, the receipt of which is hereby acknowledged, have granted, bargained, sold, transferred and delivered, and by these presents do grant, bargain, sell, transfer, and deliver unto the said Buyer, and Buyer's successors and assigns, the following goods and chattels:

All personal property, tangible and intangible, owned by Seller and used in connection with Seller's water and wastewater utility business (the "Business") located in Bradenton, Manatee County, Florida, including, without limitation, all machinery, equipment, inventories, and supplies; all water pipes, valves, meters, gauges, and other appurtenances used to service or maintain the same or used otherwise in connection with the Business; a Microsoft Access database program billing application file prepared by Seller's employees for entry of consumption data and issuance of invoices, an electronic copy of which is provided herewith; and one filing cabinet with contents consisting of hard copy files for each customer and including copies of all available invoices, payment instruments, customer correspondence, and related customer account histories and information.

TO HAVE AND TO HOLD the same unto the Buyer and Buyer's heirs, successors and assigns forever.

And the Seller, does covenant for Seller and Seller's heirs, successors, assigns, executors, and administrators, to and with the said Buyer and Buyer's successors and assigns, that Seller is the lawful owner of the said goods and chattels; that they are free from all encumbrances; that Seller has good right to sell the same aforesaid; and that Seller will warrant and defend the sale of the said property, goods, and chattels hereby made, unto the Buyer and Buyer's successors and assigns against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the Seller has hereunto set Seller's hand and seal as of this 1st day of January, 2009.

Signed, sealed and delivered in the presence of:

WITNESSES:

Name: _____

KEITH C. STARKEY, individually and as
Trustee of the Keith C. Starkey Revocable
Trust Under Agreement Dated July 28, 1997

Name: _____

Name: _____

CLARA B. STARKEY, individually and as
Trustee of the Clara B. Starkey Revocable
Trust Under Agreement Dated July 28, 1997

Name: _____

**403 51st Street NW
Bradenton, FL 34209**

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was subscribed before me this _____ day of _____, 2009, by KEITH C. STARKEY, individually and as Trustee of the Keith C. Starkey Revocable Trust under agreement dated July 28, 1997, and CLARA B. STARKEY, individually and as Trustee of the Clara B. Starkey Revocable Trust under agreement dated July 28, 1997,

- who are personally known to me, *or*
- who produced _____ as identification,

and who acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed under authority duly vested in them by said trusts.

My Commission Expires: _____

Signature _____
NOTARY PUBLIC - STATE OF FLORIDA
Commission No. _____

EXHIBIT B

QUIT-CLAIM DEED

Prepared by and return to:
Garret T. Barnes, Esq.
Barnes Walker, Chartered
3119 Manatee Avenue West
Bradenton, Florida 34205
(941) 741-8224
File No: 5006.011

[Space Above This Line for Recording Data]

THIS QUIT CLAIM DEED is made as of this 1st day of January, 2009, between:

KEITH C. STARKEY, individually and as Trustee of the Keith C. Starkey Revocable Trust under agreement dated July 28, 1997, and CLARA B. STARKEY, individually and as Trustee of the Clara B. Starkey Revocable Trust under agreement dated July 28, 1997, whose post office address is 403 51st Street NW, Bradenton, FL 34209, Grantor, and

HEATHER HILLS ESTATES UTILITIES, LLC, a Florida limited liability company, whose post office address is 4925 3rd Street West, Bradenton, FL 34207, Grantee:

(Whenever 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, trusts, and trustees.)

WITNESSETH, that said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim to the said Grantee, and Grantee's successors and assigns forever, all the right, title interest, claim, and demand that Grantor has in and to the following described land, situate, lying and being in Manatee County, Florida, to wit:

Any and all utility easements and licenses, and any appurtenances thereto, shown on, or to which reference is made, in the following Plat drawings of the Heather Hills Estates Subdivision, recorded in the Public Records of Manatee County, Florida, as follows, as to each Unit or Phase of the Subdivision:

Unit or Phase 1: as per plat thereof recorded at Plat Book 15, Pages 30-32;

Unit or Phase 2: as per plat thereof recorded at Plat Book 15, Pages 39-41;

Unit or Phase 3: as per plat thereof recorded at Plat Book 15, Pages 55-57;

Unit or Phase 4: as per plat thereof recorded at Plat Book 15, Pages 61-62;

Unit or Phase 5 as per plat thereof recorded at Plat Book 20, Pages 191-192.

And:

Any and all utility easements and licenses, and appurtenances thereto, shown on, or to which reference is made, in the following Declarations of Covenants recorded in the Public Records of Manatee County, Florida, as follows, as to each Unit or Phase of the Heather Hills Estates Subdivision:

- Unit or Phase 1: Declaration of Restrictions, Reservations, Easements, Rules, and Regulations of Heather Hills Estates, recorded at Official Records Book 314, Page 613.
- Unit or Phase 2: Declaration of Restrictions, Reservations, Easements, Rules, and Regulations of Heather Hills Estates, recorded at Official Records Book 334, Page 479.
- Unit or Phase 3: Declaration of Restrictions, Reservations, Easements, Rules, and Regulations of Heather Hills Estates, recorded at Official Records Book 386, Page 6.
- Unit or Phase 4: Declaration of Restrictions, Reservations, Easements, Rules, and Regulations of Heather Hills Estates, recorded at Official Records Book 401, Page 259, and rerecorded at Official Records Book 402, Page 68.

THIS QUIT-CLAIM DEED IS PREPARED WITHOUT BENEFIT OF A TITLE SEARCH

Grantor warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the Constitution of the State of Florida, or is it contiguous to or a part of Grantor's homestead property. Grantor's resident and homestead address is 403 51st Street NW, Bradenton, FL 34209.

TO HAVE AND TO HOLD, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantors, either in law or equity, for the use, benefit and profit of the said Grantee forever.

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:

Witness Name: _____

KEITH C. STARKEY, individually and as Trustee of
the Keith C. Starkey Revocable Trust, under
agreement dated July 28, 1997

Witness Name: _____

Witness Name: _____

CLARA B. STARKEY, individually and as Trustee
of the Clara B. Starkey Revocable Trust, under
agreement dated July 28, 1997

Witness Name: _____

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this ____ day of February, 2009, by KEITH C. STARKEY, individually and as Trustee of the Keith C. Starkey Revocable Trust under agreement dated July 28, 1997, and CLARA B. STARKEY, individually and as Trustee of the Clara B. Starkey Revocable Trust under agreement dated July 28, 1997, ____ who are personally known to me or ____ who produced the following as identification: _____, and who acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed under authority duly vested in them by said trusts.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT C

PROMISSORY NOTE

\$123,123.46

As of January 1, 2009

FOR VALUE RECEIVED, HEATHER HILLS ESTATES UTILITIES, LLC, a Florida limited liability company ("Maker"), promises to pay to the order of KEITH C. STARKEY, individually and as Trustee of the Keith C. Starkey Revocable Trust under agreement dated July 28, 1997, and CLARA B. STARKEY, individually and as Trustee of the Clara B. Starkey Revocable Trust under agreement dated July 28, 1997 ("Payee"), the principal sum of:

**One Hundred Twenty-Three Thousand One Hundred Twenty-Three and 46/100 Dollars
(\$123,123.46 USD)**

together with interest at the rate of 3.520% per annum upon the principal sums remaining from time to time unpaid, at 403 51st Street NW, Bradenton, FL, 34209 in accordance with the "Irregular Amortization Calculation" prepared by Hynton, Pool & Smith, attached hereto as Exhibit A-1.

Maker reserves the right to offset against this Note, dollar for dollar, any adjustments in favor of the Buyer under that Asset Purchase Agreement dated as of January 1, 2009, by and between Maker, as the Buyer, and Payee, as the Sellers (the "Agreement"), as such adjustments are described therein, including those adjustments pursuant to Section 2.2(b) thereof and any expenses, costs, debts, losses, liabilities, or contractual obligations incurred by Buyer: (i) relating to, arising or resulting from, or connected with a breach of a warranty or representation by the Sellers under the Agreement or an unpaid obligation to indemnify by the Sellers pursuant to Section VIII thereof; or (ii) for a claim or demand accruing, occurring, or arising prior to Closing under the Agreement against the Seller, the Business, or the Assets, as such terms are defined in the Agreement. Prior to claiming an offset, Maker shall deliver to Payee fifteen (15) days' advance written notice of Maker's intent to offset against the Note, including documentation regarding the amount to be offset, to allow Payee, as Sellers, to remedy or to commence to dispute the amount to be offset with the claimant thereof. Maker further reserves the right to suspend its payment obligations under the Note for any period during which Payee, as Seller, is in default under the said Agreement, without interest or late fees accruing hereunder for such period.

Maker also reserves the right to prepay this Note in whole or in part at any time and from time to time without penalty.

All persons now or hereafter becoming obligated hereunder waive demand or presentment for payment, protest for nonpayment, and notice of dishonor, and agree that, in the event of default of the payment of any installment due hereunder for a grace period of fifteen (15) days, the whole of said indebtedness shall, at the option of the holder, become immediately due and payable. Upon the default of Maker in the payment of any sum due under this Note

(after the expiration of any applicable grace period), whether scheduled, through acceleration, or otherwise, default interest shall accrue on the principal and interest balance remaining unpaid at the highest lawful rate until paid. Should this Note become in default and placed in the hands of an attorney for collection, makers agree to pay all costs and reasonable attorneys' fees incurred in the collection hereof, including those incurred in trial, appellate proceedings, and/or bankruptcy. Maker will pay a late fee of 5% of any payment that is more than 10 days late. All payments hereunder are to be applied first to the liquidation of late fees, then interest accruing under the terms of this Note and finally to the reduction of principal.

Notwithstanding anything in this Note to the contrary, the annual rate of interest payable on this Note shall not exceed the maximum rate now allowed by applicable law or any higher rate of interest allowed on this note because of any future amendment to existing law. If any payment of interest or in the nature of interest under this note would cause the foregoing interest rate limitation to be exceeded, the excess amount shall be either credited by the holder of this Note as a payment of principal or returned to Maker if Maker so requests.

This Note shall be deemed to have been made and shall be construed and enforced in accordance with the laws of the State of Florida. The parties hereto agree that jurisdiction and venue for any litigation arising under this Note shall lie within the appropriate court in Manatee County, Florida.

HEATHER HILLS ESTATES UTILITIES, LLC

By: _____
Richard T. Stephens, Jr., Manager

By: _____
Christina Stephens, Manager