

63

Quit-Claim Deed

BOOK 296 PAGE 604

This Indenture, Made, this 16th day of November, A.D. 19 71

BETWEEN Ronald M. Green and wife, Marjorie W. Green; AND Gordon H. Green and wife, Bernice P. Green of the County of Florida and State of Florida, parties of the first part, and

John E. Spangler, ~~to Myrtle Clifton, P.O. Box 62, Crystal River, Florida 32609~~ RTI Box 301, Crystal River, Fla. 32629 of the County of Citrus and State of Florida, party of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of TEN (\$10.00) and other valuable considerations ----- Dollars, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have remised, released and quit-claimed, and by these presents do remise, release and quit-claim unto the said party of the second part and his heirs, and assigns forever, all the right, title, interest, claim and demand which the parties of the first part have in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Citrus, State of Florida to-wit:

Commence at the Southeast corner of Township 18 South, Range 16 East, Run West 10, 438.40 feet, thence North 07°-45'-00" West, 25.23 feet to the Point of Beginning, also known as the Southeast corner of Lot 19, Ronnie's Hideaway, thence continue North 07°-45'-00" West along the East property line of said Lot 19 a distance of 215 feet, thence North 02°-15'-00" West, 25 feet, thence South 07°-45'-00" East 218.40 feet, thence East 25.23 feet to the Point of Beginning.

This description prepared from a survey made of Ronnie's Hideaway, Unrecorded Subdivision in Section 34, Township 18 South, Range 16 East. No field survey made.

This instrument is being re-recorded to correct legal description.

RECORDED IN PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA

1000.00
Ronnie Green, Jr.
P.O. Box 403
Crystal River, Fla. 32609

RECORDED IN PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA
171957
089326
FILED & RECORDED
CITRUS COUNTY, FLORIDA
MAY 16 1971
11 NOV 17 AM 10 12

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 and claim whatsoever of the said parties of the first part either in law or equity, to the only proper use, benefit and behoof of the said party of the second part, heirs and assigns forever.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seal the day and year first above written.

Signed, sealed and delivered in presence of us:
[Signatures] (Seal)
[Signatures] (Seal)
State of Florida, }
County of CITRUS: } [Signatures] (Seal)

I Herby Certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Ronald M. Green, Marjorie W. Green; and Gordon H. Green and Bernice P. Green to me well known to be the persons described in and who executed the foregoing deed, and acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed.
Witness my hand and official seal at Crystal River Florida, this 16th day of November, A.D. 19 71
My commission expires -----

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES JULY 26, 1974
BONDED THROUGH THE FLORIDA BAR ASSOCIATION

[Signature]
Notary Public, State of Florida.



BOOK 296 PAGE 604
448 PAGE 607

WATER SUPPLY AGREEMENT

THIS AGREEMENT made this 20th day of October, 1976
between HOMOSASSA SPRINGS, INC., P. O. Box B, Homosassa Springs,
Florida 32647, hereafter called SPRINGS, and HOMOSASSA SPECIAL
WATER DISTRICT, a political subdivision of the State of Florida,
P. O. Box 955, Homosassa Springs, Florida 32646, hereafter
called DISTRICT.

W I T N E S S E T H

That for and in consideration of the mutual promises
herein contained, the parties agree as follows:

1. SPRINGS is developing a subdivision to be known as
"Riverhaven Village" within the territorial boundaries of DISTRICT
in Citrus County, Florida.

2. DISTRICT is a political subdivision of the State of
Florida, and has the power and authority to construct, install,
erect, improve, extend, enlarge and reconstruct a water supply
and distribution system or systems, as well as the power and
authority to employ sufficient personnel for the supervision,
operation, maintenance, installation or construction of such
systems.

3. SPRINGS has requested DISTRICT to provide and
furnish water for SPRINGS and the citizens, residents, taxpayers
and property owners of "Riverhaven Village", which water must
meet all Federal, State, County and Municipal and Special District
requirements.

4. It is the desire of DISTRICT to provide the water
needs specified above for SPRINGS, but at the present time, and
within the foreseeable future, DISTRICT has insufficient funds
and facilities with which to provide same.

5. It is now the mutual desire of the parties to
cooperate with one another.

6. In furtherance of this agreement, SPRINGS shall
provide, at its sole expense, a "water supply system" consisting
of:

- a. Well
- b. Water pump capable of supplying 450-550 gallons of
water per minute.
- c. Chlorinator
- d. House for the well, pump and chlorinator
- e. Install a fence around the area wherein the well,
pump and chlorinator are housed
- f. Install a transmission line of Class 150 SDR 18
PVC pipe
- g. Furnish the well-site and rights-of-way for the
transmission lines herein contemplated, on real
property presently owned by SPRINGS
- h. Guaranty bond in an amount not exceeding 10% of
the cost of installation of the water transmission
lines, guaranteeing said transmission lines for a
period of 10 years.
- i. All documents necessary to convey the "water supply
system" and its component parts set forth above,
including rights-of-way, upon completion, to
DISTRICT, and all recording and documentary stamp
fees thereon

Getzen and Hagin P. A.
Attorneys at Law
P. O. Box 248
Inverness, Fla. 33511

Getzen and Hagin P. A.
Attorneys at Law
P. O. Box 955
Inverness, Fla. 33550

This instrument was Prepared by:
T. RICHARD HAGIN of
GETZEN AND HAGIN, P.A., Attorneys at Law
P. O. Box 955, Inverness, Florida 33550

448 INC 608 Ret to:

- j. Engineering services in connection with the construction and installation of said "water supply system".
- k. DISTRICT'S engineering cost and inspection expenses in connection therewith.

7. All items set forth in Paragraph #6 above, to be furnished or performed by SPRINGS shall be performed, installed and/or constructed in accordance with the plans and specifications more particularly described on Exhibit "A" attached hereto.

8. DISTRICT shall assist in securing or procuring, at SPRINGS' sole expense, all permits, licenses, easements and rights-of-way on or through lands owned other than by SPRINGS, for the installation of the transmission lines and other component parts of the "water supply system", together with the approval necessary and/or required by any Federal, State, County, Municipal or Special District governmental agency or board thereof, in connection with the "water supply system" contemplated by this Agreement, provided however, that should it become necessary to purchase property of other persons or legal entities, other than SPRINGS, in order to secure necessary rights-of-way for the installation and maintenance of the transmission lines and component parts of the "water supply system" herein contemplated, then in that event, SPRINGS shall pay the purchase price of such property, provided that SPRINGS must consent to the purchase price, for the acquisition of such property. If obtained through condemnation proceedings by DISTRICT, SPRINGS shall pay all costs thereof, including court costs, attorney fees, appraisal fees, witness fees and the amount of judgment awarded any landowner.

9. SPRINGS does hereby guarantee that the well and water pump mentioned above, and described on the plans and specifications, will supply 450-550 gallons of water per minute, and that the water from such well will be potable and approved by all necessary governmental agencies.

10. The parties agree that the transmission lines shall be of Class 150 SDR 18 PVC pipe, and such transmission lines shall be erected, constructed and/or installed in accordance with the plans and specifications more particularly described on Exhibit "A", with the installation thereof to be inspected and approved by the engineer for DISTRICT at the cost of SPRINGS.

11. SPRINGS will commence construction, installation and erection of the items set forth in Item #6 above, and contemplated by this agreement, within 60 days from the date of execution hereof by SPRINGS and DISTRICT.

12. Upon full completion of the installation of the well, water pump, chlorinator, housing facilities for the well, pump and chlorinator, fencing and transmission lines, all in accordance with the plans and specifications more particularly described on Exhibit "A", and its full approval by all governmental agencies and it being hooked to the existing distribution system of the DISTRICT, SPRINGS does hereby agree to convey same to DISTRICT, free and clear of any claim, lien or demand of any person or legal entity whatsoever, and DISTRICT does hereby agree to accept such conveyance. Thereafter, DISTRICT shall be responsible for the upkeep, maintenance and repair on such "water supply system", and shall maintain, repair and provide all necessary upkeep on the "water supply system" conveyed to DISTRICT by SPRINGS pursuant to this agreement, at the sole expense of DISTRICT.

Galbraith and Magin P.A.
Attorneys at Law
P.O. Box 318
Burlington, Fla. 32512

Galbraith and Magin P.A.
Attorneys at Law
P.O. Box 318
Burlington, Fla. 32512

13. The guaranty bond provided in Paragraph 6(B) shall be delivered to DISTRICT by SPRINGS with the document conveying the well-site and the other items provided in Paragraph 6 above. Said bond shall be with a surety company duly licensed in the State of Florida, and the form of the bond shall be subject to the approval of DISTRICT.

14. After the completion of the items required of SPRINGS in Paragraph 6 above, and the acceptance thereof by DISTRICT, SPRINGS shall install, at its sole expense, an extension of the "water supply system" within the platted boundaries of "Riverhaven Village", in accordance with the "Board policy" heretofore adopted by DISTRICT, which extension shall be in accordance with the plans and specifications described on Exhibit "A" attached hereto.

As each phase of the extension system is completed, SPRINGS shall convey same to DISTRICT, free and clear of any claims, liens or demands, and DISTRICT does hereby agree to accept such conveyance from SPRINGS, in "phases", which phases are indicated on Exhibit "B" attached hereto.

As each "phase" is conveyed to DISTRICT, DISTRICT does hereby agree to assume all necessary maintenance, repair and upkeep of each such "phase", at the expense of DISTRICT.

15. After the completion by SPRINGS, at the sole expense of SPRINGS, of the items set forth in Paragraph 6 above, and the acceptance thereof by DISTRICT, and prior to the construction, installation or erection of any "extensions" to the "water supply system" within the platted boundaries of "Riverhaven Village", SPRINGS shall be entitled to connect a total of not more than 150 residential hook-ups onto the then existing water supply systems and transmission lines of DISTRICT.

All "hook-ups" by SPRINGS, in any phase of "Riverhaven Village" shall be in accordance with the then existing "Board policy" of DISTRICT.

No other hook-ups, other than residential, are to be allowed in Phase 1 of "Riverhaven Village".

The 150 residential hook-ups, herein allowed for SPRINGS, may be installed and/or used in any phase of "Riverhaven Village".

16. Before any additional hook-ups, over and above the 150 hook-ups provided in Paragraph 15 above are allowed, SPRINGS shall construct, erect and install a ground storage tank with all necessary connections, pumps, and other facilities required to make the same functional, all in accordance with the plans and specifications described on Exhibit "A" attached hereto, and convey same to DISTRICT, free and clear of all claims, liens or demands of any kind or nature whatsoever, and DISTRICT does hereby agree to accept the conveyance of same after it has been fully approved by all necessary governmental agencies, and thereafter provide, at the expense of DISTRICT, all necessary maintenance, repair and upkeep on same.

17. It is the desire and intent of SPRINGS and DISTRICT that SPRINGS shall have a sufficient water supply available to "Riverhaven Village", to furnish and provide for the water needs and uses of the citizens, residents, owners and occupants of "Riverhaven Village".

Getzen and Magin P.A.
Attorneys at Law
P.O. Box 748
Buckhorn, Fla. 32012

Getzen and Magin P.A.
Attorneys at Law
P.O. Box 751
Leverett, Fla. 32054

Accordingly, DISTRICT SHALL NOT permit any "hook-ups" on or to any part of the "water supply system", including transmission lines, which are to be furnished by SPRINGS pursuant to this agreement, nor shall DISTRICT sell or furnish any water from such "system" to any other consumer other than SPRINGS, which will reduce the water furnished to SPRINGS to less than 350 gallons per minute.

18. The rates and basis by and for which DISTRICT shall sell and/or furnish water to the consumers in "Riverhaven Village" shall be the same as for all other consumers of DISTRICT, including connection charges.

19. The parties do hereby specifically agree that SPRINGS shall be entitled to take the advantage of any "investment credit", "depreciation", or "charitable contribution provisions" of the Internal Revenue Code in connection with any real property or interest therein, or any personal property used to erect, construct and/or install the "water supply system" and/or any "extension" thereof, herein contemplated, if allowable or permitted by the Internal Revenue Code provisions.

The "cost" of such "water supply system" and/or any "extension" thereof, shall be computed in accordance with the NARUC UNIFORM SYSTEM OF ACCOUNT, and the value of any real property, or any interest in real property conveyed by SPRINGS to DISTRICT shall be determined by an appraisal of Cecil Berry, a Registered Florida Real Estate Broker, with the "valuation date" of said real estate to be as of the date of any conveyance by SPRINGS to DISTRICT, which appraisal shall establish the "fair market value" of the real estate conveyed and the easements granted by SPRINGS to DISTRICT.

20. All conveyances herein required, either initially, or in any phase of "Riverhaven Village" shall be made by SPRINGS to DISTRICT, without charge and as a "donation", but reserving in SPRINGS the right to take, use and/or claim any applicable "investment credit" or "depreciation" and/or "charitable contribution" for Federal and State Income Tax purposes.

21. The parties mutually agree that no "principal-agency" relationship shall ever exist between SPRINGS and DISTRICT, and that neither party or any of its agents, servants or employees shall have any authority, express or implied, to incur any liability, either in contract or in tort, or to execute any contracts or documents by or on behalf of the other; further, no commissioner, official, agent, servant or employee of either party shall be construed in any manner whatsoever to be the agent, servant or employee, directly or indirectly, of the other for contract or tort liability.

22. Time is of the essence of this agreement; this agreement shall be binding upon the parties hereto, their successors and assigns; this agreement may be recorded at the expense of SPRINGS; this agreement may be modified only with the mutual consent of the parties hereto set forth in writing.

23. Notice to DISTRICT or SPRINGS given by registered or certified mail, return receipt requested, addressed to DISTRICT or SPRINGS at the address herein given, shall be deemed notice to said party whenever notice is required or permitted under this agreement, whether such notice is received or not.

Either party may hereafter designate, in writing, another place or address for receiving notices pursuant to this agreement.

Getzen and Hagen P. A.
Attorneys at Law
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Gulf Breeze, Fla. 32512

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Attorneys at Law
P. O. Box 915
Gulf Breeze, Fla. 32550

24. Should any portion of this agreement be declared invalid by any court of competent jurisdiction, such judicial determination shall not affect any remaining portions of this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, in duplicate, the day and year first above written.

Michael Mountney
Witness
T. Richard Blayton
Witness

HOMOSASSA SPRINGS, INC.
By Robert L. Hill (SEAL)
It's VICE President -
SPRINGS

Attest: Carole Bair
ASSISTANT Secretary
(Corporate Seal)

Jessie Crispahan
Witness
Blanche Hill
Witness

HOMOSASSA SPECIAL WATER DISTRICT
By Newton Henley (SEAL)
Chairman - DISTRICT
Attest: Nancy Brown
(District Seal)

STATE OF FLORIDA
COUNTY OF CITRUS

I HEREBY CERTIFY that on this day before me, an officer duly authorized to take acknowledgments in the state and county aforesaid, personally appeared ROGER L. VOS and CHARSON ROMAR, as the VICE President and the Secretary, respectively, of HOMOSASSA SPRINGS, INC., to me known to be the persons described in and who executed the same.

WITNESS my hand and official seal in the county and state last aforesaid this 20th day of October, 1976.

My Commission Expires: 2-10-77 T. Richard Blayton
Notary Public, State of Florida
(Notary Seal)

STATE OF FLORIDA
COUNTY OF CITRUS

I HEREBY CERTIFY that on this day before me, an officer duly authorized to take acknowledgments in the state and county aforesaid, personally appeared Newton Henley and Vance Aycock, as the Board Chairman and Secretary, Treasurer, respectively, of HOMOSASSA SPECIAL WATER DISTRICT, to me known to be the persons described in and who executed the foregoing instrument, and they acknowledged before me that they executed the same.

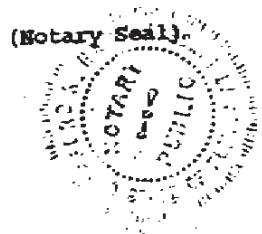
WITNESS my hand and official seal in the county and state last aforesaid this 30th day of November, 1976.

My Commission Expires: Clifford K. Herman
Notary Public, State of Florida
(Notary Seal)

Getzen and Hagen P. A.
Attorneys at Law
P. O. Box 248
Buckman, Fla. 32512

Getzen and Hagen P. A.
Attorneys at Law
P. O. Box 555
Tavares, Fla. 32840

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES FEB. 23, 1977
Send to: 1475 General Trust and Insurance Co.



BOOK 448 PAGE 612

EXHIBIT A

1. Construction Plans prepared by Moorhead Engineering Co., Homosassa Springs, Florida, revised October 25, 1976 and signed by Robert Rogers on October 28, 1976, being a total of 17 drawings and entitled:

Homosassa Springs, Inc.
Water System Expansion for
Homosassa Special Water District

2. Construction Plans prepared by Moorhead Engineering Co., Homosassa Springs, Florida, revised to September 23, 1976 and signed by Robert Rogers on October 28, 1976 being pages 1 through 6 and page 10 of drawings entitled:

"Water & Sewer Plans for Riverhaven Village, Phase 1, Homosassa, Florida"

3. General Specifications for a Water Well System and Transmission Main prepared by Moorhead Engineering Co., Homosassa Springs, Florida, consisting of a total of 12 pages and signed by Robert Rogers on October 4, 1976.

Exhibit "A"

*Homosassa Springs Inc -
Homosassa Special Water Dist
10-20-76*

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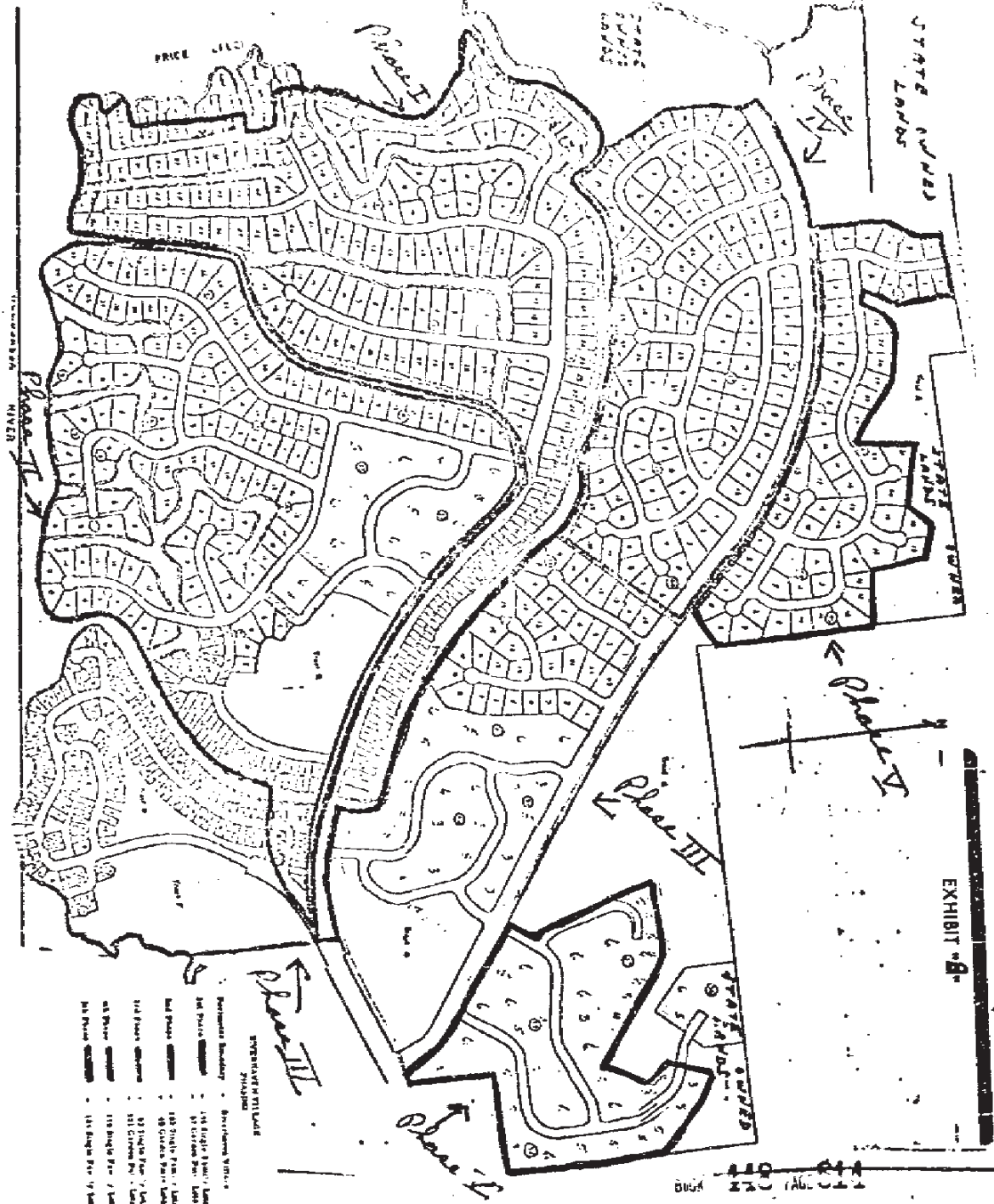


EXHIBIT - 8

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AMENDMENT TO WATER SUPPLY AGREEMENT
(Riverhaven Village)

THIS AMENDMENT made this 8th day of November, 1976, between HOMOSASSA SPRINGS, INC., P. O. Box 8, Homosassa Springs, Florida 32647, hereafter called SPRINGS, and HOMOSASSA SPECIAL WATER DISTRICT, a political subdivision of the State of Florida, P. O. Box 195, Homosassa, Florida 32646, hereafter called DISTRICT.

W I T N E S S E T H

That for and in consideration of the mutual promises herein contained, the parties agree as follows:

1. SPRINGS and DISTRICT heretofore on October 20, 1976, entered into a Water Supply Agreement concerning "Riverhaven Village".
2. It is now the intent and desire of SPRINGS and DISTRICT to amend said Water Supply Agreement of October 20, 1976, to clarify certain portions of said Water Supply Agreement.
3. Paragraph 6(b) is hereby clarified to provide that SPRINGS will furnish and install a 40-horsepower, Byron - Jackson turbine pump, 8 inch, capable of pumping 550 gallons of water per minute against a 191 foot TDH, as specified in Section 2 of the specifications originally submitted to DISTRICT.
4. Paragraph 6(h) is hereby amended to provide that in addition to the guaranty bond provided in Paragraph 6(h) of the Water Supply Agreement, as executed, SPRINGS shall provide, and does hereby warrant the well, water pump, chlorinator, well house, fence, and all component parts of the water supply system for a period of one year from the date that the water supply system as defined and contemplated by the Water Supply Agreement of October 20, 1976, is completed, and accepted by DISTRICT. This warranty by SPRINGS shall be in addition to any and all manufacturer's warranties and guarantees, provided however that the warranty and guaranty by SPRINGS shall run concurrently with any and all manufacturer's warranties or guarantees.

The warranty and guaranty herein provided by SPRINGS shall commence upon the date that DISTRICT accepts the "water supply system", and shall run for a period of 365 consecutive days thereafter, at which time the warranty and guaranty by SPRINGS shall cease and terminate. During said one year warranty period, SPRINGS does hereby promise and agree to repair or replace any and all defective equipment, apparatus or component parts of the "water supply system", at the sole expense of SPRINGS, provided however that SPRINGS may request or require that the manufacturer or supplier of any defective component parts of said "system" repair or replace same, or reimburse SPRINGS for any and all sums expended by SPRINGS for the repair or replacement of any defective portion of such "water supply system", provided however that it shall be the primary obligation, as between SPRINGS and DISTRICT, for SPRINGS to promptly repair or replace any portion of the "system" which is found to be defective, and thereafter SPRINGS may pursue any remedies which it has against any supplier or manufacturer of any component parts, supplies, labor or materials, in connection with such "water supply system", notwithstanding the fact that the title to same has been transferred to DISTRICT, pursuant to the Water Supply Agreement of October 20, 1976.

This Amendment shall in no wise affect or reduce the liability of SPRINGS under Paragraph 6(h) to provide a guaranty bond in an amount not exceeding 10% of the cost of the installation of the water transmission lines, guaranteeing said transmission lines for a period of ten years from the date of acceptance of said water transmission lines by DISTRICT.

5. Paragraph 16 of the Water Supply Agreement dated October 20, 1976, is hereby amended to provide that the plans and specifications for the ground storage tank with all necessary connections, pumps, and other facilities required to make same functional, shall be furnished to DISTRICT by SPRINGS prior to the commencement of any construction or erection of the items required in Paragraph 16, for the approval of such plans and specifications by DISTRICT. SPRINGS does hereby specifically agree that all construction, erection and installation of the items set forth in Paragraph 16, shall be in conformity with, and in accordance with plans and specifications for same approved by DISTRICT.

This Amendment to Paragraph 16 of said Water Supply Agreement is being made because of the fact that SPRINGS does not presently have available

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660 448 JAC 615

(1)

Ret'd:

This Instrument Was Prepared By:
T. RICHARD HAGEN OF
GOTTEN AND HAGEN, P.A., Attorneys at Law
P. O. Box 246, Bushnell, Florida 33513

plans and specifications for the items required in Paragraph 1b of said Water Supply Agreement, and it is presently contemplated that such plans and specifications will not be available for review and approval for at least 12 months from the date of the execution of this Amendment by the parties hereto.

6. The parties do hereby specifically agree that SPRINGS shall not have any responsibility for maintenance of the "water supply system" after the acceptance thereof by DISTRICT, and the warranty and guaranty set forth in Paragraph 4 above applies only to any portion of such system which is determined to be defective because of workmanship or negligence in the manufacture or installation of same. DISTRICT shall have the responsibility for the maintenance of the "water supply system" from and after the date of the acceptance of the "system" from SPRINGS.

7. SPRINGS does hereby agree to deliver to DISTRICT all manufacturer's warranties and guarantees on the pumps, chlorinators, valves, and other component parts of the system, simultaneously with the transfer of title to the "water supply system" to DISTRICT, but SPRINGS reserves the right to maintain any action against any manufacturer, contractor, supplier, or any other person or legal entity furnishing labor, supplies, equipment or materials for the installation, construction or installation of the "water supply system", should it become necessary for SPRINGS to provide or expend any costs or expenses, in connection with defective manufacture, construction, installation, or any negligence in connection therewith pursuant to the warranty agreement between SPRINGS and DISTRICT set forth in Paragraph 4 above.

8. In no other manner whatsoever is the Water Supply Agreement between SPRINGS and DISTRICT, dated October 20, 1976, changed, altered, modified or amended, except as is specifically set forth herein.

9. This Amendment shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns. Time is of the essence of this Amendment.

10. The original Water Supply Agreement between the parties hereto dated October 20, 1976, is incorporated into this Amendment Agreement by reference.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, in duplicate, the day and year first above written, at Homosassa, Florida.

✓ *Bernard J. Fairless*
Witness
✓ *Herbert E. Fowler*
Witness

HOMOSASSA SPRINGS, INC.
By ✓ *Roger Wood* (SEAL)
It's ✓ President - SPRINGS
Attest: ✓ *Cavan Roman*
✓ SECRETARY
(Corporate Seal)

Janice Ingraham
Witness
Blanche Wias
Witness

HOMOSASSA SPECIAL WATER DISTRICT
By ✓ *Newton Henley* (SEAL)
Newton Henley - Chairman - DISTRICT
Attest: ✓ *Wanda Agre*
(District Seal)

STATE OF FLORIDA
COUNTY OF CITRUS

I HEREBY CERTIFY that on this day before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared ✓ *Roger Wood* and ✓ *Cavan Roman*, as the ✓ President and the ✓ ASSISTANT Secretary, respectively, of HOMOSASSA SPRINGS, INC., a Florida corporation, to me known to be the persons described in and who executed the foregoing Amendment to Water Supply Agreement, on behalf of HOMOSASSA SPRINGS, INC., and they acknowledged that they executed same for the purposes expressed. ✓ WITNESS my hand and official seal this ✓ day of November, 1976, at ✓ *HOMOSASSA SPRINGS*, Florida.

Cotton and Hogan P.A.
Attorneys at Law
P.O. Box 748
Beverly Hills, FL 33512

Cotton and Hogan P.A.
Attorneys at Law
P.O. Box 913
Inverness, FL 33450

therein

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My Commission Expires: ✓
Notary Public, State of Florida at Large
My Commission Expires May 30, 1981

✓ *Bernard J. Fairless*
Notary Public, State of Florida at Large
(Notary Seal) ✓

STATE OF FLORIDA
COUNTY OF CITRUS

I HEREBY CERTIFY that on this day before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared Newton Henley and Vance Wycock as the Board Chairman and Secretary, Treasurer, respectively of HOMOSASSA SPECIAL WATER DISTRICT, to be known to be the persons described in and who executed the foregoing Amendment to Water Supply Agreement, on behalf of HOMOSASSA SPECIAL WATER DISTRICT, a political subdivision of the State of Florida, and they acknowledged before me that they executed the same for the purposes therein expressed.

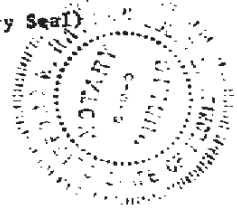
WITNESS my hand and official seal this 30th day of November, 1976, at Homosassa, Florida.

My Commission Expires:

Clifford R. Hammer
Notary Public, State of Florida at Large

NOTARY PUBLIC, STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES FEB. 28, 1977
Bonds Through General Insurance Underwriters.

(Notary Seal)



NOV 30 1976
CITRUS COUNTY, FLORIDA
NOTARY PUBLIC
CLIFFORD R. HAMMER

Getzen and Hoge P. A.
Attorneys at Law
P. O. Box 100
Gainesville, Fla. 32602

Getzen and Hoge P. A.
Attorneys at Law
P. O. Box 951
Gainesville, Fla. 32602

10-
SECOND AMENDMENT TO WATER SUPPLY AGREEMENT
(Riverhaven Village)

THIS SECOND AMENDMENT made this 9th day of April 1979, between HOMOSASSA SPRINGS, INC., P.O. Box 8, Homosassa Springs, Florida 32647, hereinafter called SPRINGS, and HOMOSASSA SPECIAL WATER DISTRICT, a political subdivision of the State of Florida, P.O. Box 195, Homosassa, Florida 32646, hereinafter called DISTRICT.

W I T N E S S E T H

That for and in consideration of the mutual promises herein contained, the parties agree as follows:

1. SPRINGS and DISTRICT heretofore on October 20, 1976 entered into a Water Supply Agreement concerning Riverhaven Village and entered into an Amendment to that Agreement on the 8th day of November 1976.

2. It is now the intent and desire of SPRINGS and DISTRICT to amend said Water Supply Agreement of October 20, 1976 and the Amendment of 8th November 1976 to clarify certain portions of said water supply agreement.

3. Paragraph 9 of Agreement dated 20 October 1976 states that SPRINGS guarantees well and water pump to supply 450-550 gallons of water per minute and that the water from such well will be potable and approved by all necessary governmental agencies.

4. Paragraph 12. SPRINGS agrees to convey to DISTRICT all items listed in that paragraph upon full completion of the installation of well, water pump, chlorinator, housing facilities for the well, pump and chlorinator, fencing and transmission lines.

5. Paragraphs 15 and 16. DISTRICT agrees after completion by SPRINGS at the sole expense of SPRINGS to convey all items set forth under paragraph 6 of that Agreement dated 20 October 1976 to entitle SPRINGS to hook up not more than 150 residential hookups to the then existing water supply systems and transmission lines of DISTRICT.

6. At the present time SPRINGS is unable to comply with paragraph 9 guaranteeing to DISTRICT 450-550 gallons of water per minute, because of approval from all necessary governmental agencies. Southwest Florida Water Management District has issued to SPRINGS consumptive use permits for only 180,000 gallons of water per day and this does not comply with SPRINGS guarantee.

7. SPRINGS is ready and in a position to convey to DISTRICT free and clear of any claim, lien or demand of any legal entity whatsoever, all those items listed in paragraph 6 of that Agreement dated the 20th October 1976.

8. DISTRICT shall accept all items set forth in paragraph 6 as has been referred to before and will apply for additional usage permit from Southwest Florida Water Management District. If consumptive use permit and all other governmental approvals necessary to obtain consumptive use permit for 450-550 gallons per minute is obtained, all provisions, covenants and agreements of that Water Supply Agreement entered into on the 20th day of October 1976 and all provisions, covenants and agreements contained in Amendment to Water Supply Agreement dated 8th November 1976 shall be binding upon both SPRINGS and DISTRICT.

9. In the event consumptive use permits cannot be obtained for amounts guaranteed in that Water Supply Agreement dated October 20, 1976, then in that event, DISTRICT can not guarantee their conditions, covenants and agreements for 150 residential hookups. DISTRICT will by this modification agree to supply not more than 180,000 gallons of water per day until additional water is available. DISTRICT shall not be held liable if governmental restrictions are placed on them subsequent to the signing of this modification.

10. In no other manner whatsoever shall Water Supply Agreement between SPRINGS and DISTRICT dated October 20, 1976 and Amendment dated 8th November 1976, be changed, altered, modified or amended except as specifically set forth herein.

11. This amendment shall be binding upon the parties hereto, their heirs, personal representatives, successor and assigns.

12. The original Water Supply Agreement between the parties dated October 20, 1976 is incorporated in this Agreement by reference and that Amendment dated November 8, 1976 is incorporated also by reference.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, in duplicate, the day and year first above written, at Homosassa, Florida.

HOMOSSASSA SPRINGS, INC.

[Signature]
Witness
Darin Z. Furlson
Witness

BY [Signature] (SEAL)
It's Vice President - SPRINGS

Attest: [Signature]
ASSISTANT Secretary

(Corporate Seal)

HOMOSSASSA SPECIAL WATER DISTRICT

[Signature]
Witness
[Signature]
Witness

BY [Signature] (SEAL)
Newton Henley - Chairman - DISTRICT

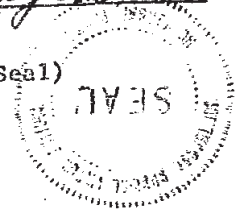
Attest: [Signature]

(Corporate Seal)

STATE OF FLORIDA:
COUNTY OF CITRUS:

I HEREBY CERTIFY that on this day before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared G.A. FURBERSON and CARSON BOMAR, as the VIC President and the ASSISTANT Secretary, respectively, of HOMOSSASSA SPRINGS, INC., a Florida corporation, to me known to be the persons described in and who executed the foregoing Amendment to Water Supply Agreement, on behalf of HOMOSSASSA SPRINGS, INC., and they acknowledged that they executed same for the purposes therein expressed.

WITNESS my hand and official seal this 9th day of April 1979, at Homosassa Springs Florida.



STATE OF FLORIDA:
COUNTY OF CITRUS:

I HEREBY CERTIFY that on this day before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared Newton Henley and Vance Aycock, as the Chairman and Secretary, respectively of HOMOSSASSA SPECIAL WATER DISTRICT, a political subdivision of the State of Florida, and they acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 9th day of April 1979, at Homosassa, Florida.

Michael Mountain
NOTARY PUBLIC STATE OF FLORIDA AT LARGE

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 2, 1982
BONDED BY GENERAL INS. UNDERWRITERS

FILE NO. 240259

FILED & RECORDED
CITRUS COUNTY, FLORIDA
WALT CONROE, CLERK

*79 AUG 13 AM 11 50

VERIFIED BY:

_____ D.C.

BOOK 542 PAGE 1052

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS that HOMOSASSA SPRINGS, INC., party of the first part, in consideration of the sum of one dollar and other valuable consideration to it in hand paid by HOMOSASSA SPECIAL WATER DISTRICT, a political subdivision of the State of Florida, P. O. Box 195, Homosassa, Florida 32646, party of the second part, at or before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, assigned, transferred and set over and by these presents does grant, bargain, sell, assign, transfer and set over unto the said party of the second part; well, house for well, well site, pump, chlorinator, fencing, transmission lines and rights-of-way, in accordance with that Agreement dated October 20, 1976, amended by Agreements dated November 8, 1976 and April 9, 1979.

IN WITNESS WHEREOF, HOMOSASSA SPRINGS, INC. has hereunto set its hand and seal, this 11 day of MAY 1979.

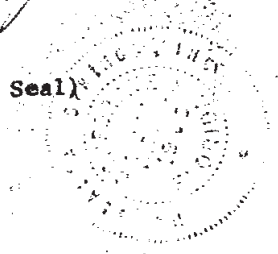
HOMOSASSA SPRINGS, INC.

BY [Signature]
Vice President

ATTEST:

[Signature]
ASSISTANT Secretary

(Corporate Seal)



STATE OF FLORIDA:

COUNTY OF CITRUS:

I HEREBY CERTIFY that this day, before the undersigned, an officer duly authorized and acting, personally appeared _____

G. A. FERGASON and CARSON BOWMAN ^{VICE} President and ^{ASSISTANT} Secretary, respectively, of HOMOSASSA SPRINGS, INC., a Florida Corporation, to me known to be the Assignor in and who executed the foregoing instrument, and acknowledged before me the execution thereof.

WITNESS my hand and seal in the State and County aforesaid on this 11th day of May 1979.

THIS INSTRUMENT
WAS PREPARED BY:
MICHAEL MOUNTJOY
BRADSHAW & MOUNTJOY, P.A.
204 West Main Street
Inverness Florida 32650

My commission expires:
BOOK 542 PAGE 1058

[Signature]
NOTARY PUBLIC

Notary Public, State of Florida at Large
My Commission Expires May 30, 1980
Bonded by American Fire & Casualty Company

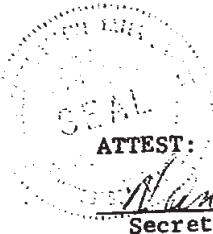
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A C C E P T A N C E

KNOW ALL MEN BY THESE PRESENTS that HOMOSASSA SPECIAL WATER DISTRICT, a political subdivision of the State of Florida, assignee of Homosassa Springs, Inc., having acquired the ownership of well, house for well, well site, pump, chlorinator, fencing, transmission lines and rights-of-way, in accordance with that Agreement dated October 20, 1976, amended by Agreements dated November 8, 1976 and April 9, 1979, does hereby accept such assignment.

IN WITNESS WHEREOF, HOMOSASSA SPECIAL WATER DISTRICT, has hereunto set its hand and seal, this 14th day of May 1979.

HOMOSASSA SPECIAL WATER DISTRICT
BY Newton Henley
Chairman



ATTEST:
Vance Aycock
Secretary

STATE OF FLORIDA:
COUNTY OF CITRUS:

FILED & RECORDED
CITRUS COUNTY, FLORIDA
WALTER CONROES, CLERK
79 AUG 13 AM 11 51
FILE NO. 240262
VERIFIED BY:

I HEREBY CERTIFY that this day, before the undersigned, an officer duly authorized and acting, personally appeared Newton Henley and Vance Aycock, Chairman and Secretary, respectively, of HOMOSASSA SPECIAL WATER DISTRICT, a political subdivision of the State of Florida, to me known to be the Assignee in and who executed the foregoing instrument, and acknowledged before me the execution thereof.

WITNESS my hand and seal in the State and County aforesaid on this 14th day of May 1979.

Michael Mountjoy
NOTARY PUBLIC

My commission expires:

FLORIDA AT LARGE
JULY 7 1982
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES JULY 7 1982
BEYOND THIS GENERAL THIS UNDERWRITER

THIS INSTRUMENT
WAS PREPARED BY
MICHAEL MOUNTJOY
BRADSHAW & MOUNTJOY, P.A.
204 West Main Street
Inverness, Florida 32650

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