

Appendix N

Submetering Agreement Template

This document prepared by,
or under the direction of, and
after recording return to:

Anthony Cotter, General Counsel
Office of the General Counsel
Tohopekaliga Water Authority
951 Martin Luther King Blvd.
Kissimmee, Florida 34741

Parcel ID No.: _____

----- (Space above this line for recording data) -----

TOHOPEKALIGA WATER AUTHORITY SUBMETERING AGREEMENT

THIS SUBMETERING AGREEMENT (this “**Agreement**”) is made and entered into as of the “Effective Date” (as later defined herein), by and between Tohopekaliga Water Authority, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, whose address is 951 Martin Luther King Boulevard, Kissimmee, Florida 34741 (“**Toho**”) and [INSERT OWNER/DEVELOPER NAME], a [INSERT STATE AND TYPE OF ENTITY], whose address is [INSERT ADDRESS] (“**Owner**”), to provide for the submetering of [INSERT SERVICES] services on the property located in Osceola County, Florida, as more particularly described in **Exhibit “A”** attached hereto and incorporated herein (the “**Property**”). Owner and Toho may be individually referred to as a “**Party**” or collectively as the “**Parties**.”

R E C I T A L S

A. Owner represents and warrants to Toho that Owner is the fee simple owner of the Property, and this Agreement has been duly authorized; and

B. Owner has or intends to develop the Property by constructing a [INSERT DEVELOPMENT TYPE] (commercial, industrial, multi-family, etc.] thereon (“**Development**”); and

C. Owner desires to install individual water meters for each individual unit within the Development (“**Submeters**”) subsequent to the installation of a master meter on the Property; and

D. This Agreement allows the operation of private Submeters subject to compliance with the rules, resolutions, policies, procedures and regulations of Toho, as

well as the terms and conditions of this Agreement.

ACCORDINGLY, for and in consideration of these premises, the mutual undertakings and agreements herein contained and assumed, and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the Parties, Owner and Toho hereby covenant and agree as follows:

SECTION 1. RECITALS. The above recitals are true and correct, and form a material part of this Agreement by this reference.

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

2.1 “Effective Date” means the date on which this Agreement is recorded in the public records of Osceola County, Florida.

2.2 “Submetering” means the resale of Services (as defined herein) to individual units through Submeters.

2.3 “Submetering Administrator” means the third-party entity responsible for administering the Submetering program for the Property on behalf of Owner pursuant to the terms and conditions of this Agreement.

2.4 “Service” or “Services” means the provision of water, wastewater, reclaimed water, and irrigation services, or any combination thereof, as identified in **Exhibit “B”**, provided by Toho to the Development.

SECTION 3. SUBMETERING. Owner acknowledges and agrees, to abide by and accept the covenants, terms and conditions hereof, which include at a minimum the following:

3.1 Owner is hereby authorized, pursuant to this Agreement, to install Submeters on each floor of each building located upon the Property and shall be permitted to charge such administrative fees that are direct pass through costs charged by the Submetering Administrator. Owner, by and through the Submetering Administrator, shall direct bill individual units for Services consumed. Individual units shall be charged a rate equal to Owner’s purchase price from Toho for Services. Administrative fees charged by the Submetering Administrator shall be limited to a monthly administrative fee not greater than 10% of the average of the sum of the water utility bills for residential units on the Property. No additional administrative fees, charges, or costs shall be permitted.

3.2 Owner shall abide by all applicable federal, state and local laws, administrative codes, rules, ordinances and regulations, including, but not limited to, Toho policies, rules, resolutions and regulations, all as may be amended from time to time.

3.3 The installation, operation and use of Submeters within the Development, shall be subject to the limitations and conditions set forth in this Agreement; federal, state and local laws, rules, codes and regulations; the Florida Building Code; and Utility
Project Name and #

Standards and Requirements of the American Water Works Association (“AWWA”), all as may be amended from time to time.

3.4 The Submeter assembly may be located within or outside of individual units. All Submeters installed within individual units must have functioning remote read and remote or externally accessible shutoff capability which may be utilized by Toho from outside of the individual unit. Remote or external shutoff must be capable of shutting off each unit without impact to any other unit. Submeters installed within individual units shall be accessible to Owner and Toho upon reasonable notice to the individual unit occupant(s) (“Occupant”). Owner shall be responsible for providing such notice to Occupant and coordinating Toho’s access to the Submeters located within individual units. All Submeters installed in a location other than within the individual units, must have remote read and remote shutoff capability or be placed in an area readily accessible to Owner and Toho without the need of a ladder or other special equipment.

3.5 Owner is solely responsible for any and all costs associated with the installation, operation, maintenance and use of the Submeters, in connection with Submetering of the Property including, but not limited to, the cost of permitting, installation and maintenance of all Submeters and associated plumbing. Owner shall obtain all required permits prior to the installation of same.

3.6 The use of Submeters shall be limited to the purpose of allocating the direct cost of Services to the Occupant and shall be billed at a rate consistent with or lower than the rate billed by Toho. At no time shall Owner be permitted to charge an Occupant more than the actual direct costs of the water and sewer consumption for the individual unit and the administrative fees, as more specifically set forth in subsection 3.1 above.

3.7 No Submeter shall be placed into use prior to approval by Toho and testing by a certified testing facility to comply with AWWA Standards for accuracy. Owner shall be responsible for testing and inspection of all Submeters within the time intervals recommended by the AWWA for the applicable size and type of Submeter. Testing and inspection shall be performed by a facility that is accredited and in compliance with AWWA standards for accuracy of flow rates and test flow quantities. Owner shall submit copies of all results to Toho within ten days of completion all required tests.

3.8 Owner shall promptly replace any malfunctioning or broken Submeter. All Submeter replacements shall meet the standards and specifications of Toho in effect at the time of Submeter replacement.

3.9 Upon the request by Toho or an Occupant, Owner shall perform, at its sole cost and expense, additional testing to confirm the accuracy of a Submeter. Owner shall submit copies of all test results to Toho and the requesting Occupant within ten calendar days of completion of all required tests.

3.10 Owner shall read all Submeters on a monthly schedule and utilize the data to determine the water and sewer usage among the individual units. The Submeters shall be read once every 30 days.

3.11 On or before the date of initiating Services, and at all times during Toho's provision of Services to the Property, Owner shall maintain a deposit with Toho equivalent to the estimate of the cost of Services for a three-month period.

3.12 Owner, or its Submetering Administrator, shall render utility bills for Services on a monthly basis, unless Services were rendered for less than 30 days. If applicable, utility bills shall be pro-rated and will notate the same. Owner shall ensure that Service consumption billed to individual units shall include only such unit's Submetered usage. No administrative charges shall be charged as part of the Submetering bill, except for those administrative fees as described in subsection 3.1 above.

3.13 Upon timely request from Toho, Owner shall include Toho bill inserts in individual Occupant monthly utility bills to provide supplemental information related to Toho Services.

3.14 Owner agrees that the Occupant's utility bill for Service shall include at minimum the following information:

- i) The date and Submeter reading of the period for which the bill is rendered; and
- ii) The prior and current Submeter readings; and
- iii) The total gallons of water service being billed; and
- iv) The computed rate for gallons being billed; and
- v) The total amount due for water service used and applicable taxes; and
- vi) The name and address of the Occupant to whom the bill is issued; and
- vii) The Submetering Administrator name, address, and telephone number, including contact information (name, email, address and telephone number) in the event of a billing dispute; and
- viii) The date by which the Occupant must pay the bill.
- ix) The name, mailing address, telephone number and email address of the party, if applicable, to whom payments are to be made, if different from Submetering Admin; and
- x) If it is an estimated bill, the bill shall be distinctly marked to reflect the same; and
- xi) The consequences of non-payment including, but not limited to, termination or suspension of service.

3.15 Owner agrees that estimated utility bills shall not be rendered unless: (a) the Submeter has been tampered with or bypassed, in such case then the estimated billing shall not exceed two billing periods; or (b) the Submeter is found not to be in conformance with AWWA accuracy standards; or (c) the Submeter has stopped and is found not to register for any period. In such cases, Owner may impose an estimated charge for a period not to exceed the billing period, based on the amount used under similar conditions by the same Occupant during periods preceding or subsequent thereto, or during the corresponding period in previous years.

3.16 Owner agrees to provide Toho with an annual report in a compatible electronic or digital format, which shall be provided on or before February 1st of each year. The annual report shall contain a list of the names, telephone numbers, and addresses for each individual unit with Submeters, to ensure compliance with all Florida Department of Environmental Protection applicable laws, policies and regulations. In addition, the annual report shall identify those Submeters, including unit numbers, that have been serviced and/or replaced during that year.

3.17 Toho shall have the right, but not the duty, to audit the prorated bills distributed to Occupants to verify that the aggregate amount charged to Occupants is not greater than the direct amount charged by Toho to Owner. Owner agrees to provide billing information to Toho within thirty days of receipt of request.

3.18 Owner shall distribute information regarding the Submetering system to all Occupants on an annual basis, which shall include the name and phone number of Owner's representative to whom all billing and maintenance inquiries shall be directed.

3.19 Owner agrees that all rental agreements between Owner and Occupants shall clearly state that the individual unit is privately Submetered; that utility bills for Service will or may be issued on a Submetered basis; that utility bills for Service shall not include charges for water and sewer service for common areas and facilities; that the Occupant is a customer of Owner; and all billing and maintenance inquiries shall be directed to Owner as the Service provider via Submetering. Each Occupant shall initial those pages of each rental agreement upon which these provisions appear.

3.20 Under no circumstances shall Owner extend water or sewer lines across a street, alley, lane, court, property line, avenue, or other public thoroughfare or right-of-way in order to furnish any Service, contemplated under this Agreement, for an adjacent parcel that may or may not be owned by said person or entity.

SECTION 4. COSTS; INDEMNIFICATION.

4.1 Owner shall be solely responsible for any and all costs and expenses associated with Submetering of the Property.

4.2 To the fullest extent permitted by law, the Owner, on behalf of itself and its successors, assigns, heirs, grantees, representatives, contractors, permittees, and invitees hereby agree to release, indemnify, defend (with legal counsel acceptable to Toho) and hold harmless Toho, the Board, the Board members, and Toho's officers,

employees, contractors, and agents from and against any and all claims, suits, judgments, demands, liabilities, damages, costs and expenses (including, but not limited to, attorneys' fees, paralegals' fees, consultants' fees, and costs at all administrative, pretrial, trial, and appellate levels) of any kind or nature whatsoever, including, without limitation, bodily injury to persons (including death) or damage to the Property, Development, or associated assets, or damage or failure to Submeters or facilities, arising out of or related in any way to this Agreement, including but not limited to, the Submetering of the Property. Notwithstanding the foregoing, Owner shall have no obligation with respect to claims arising out of the intentional or negligent conduct of Toho or its employees, agents, contractors, licensees or invitees.

SECTION 5. NO WAIVER OF SOVEREIGN IMMUNITY. The liability and immunity of Toho is governed by the provisions of Section 768.28, Florida Statutes, and nothing in this Agreement is intended to or shall be in any way construed to extend the liability of Toho or to in any way waive any immunity enjoyed by Toho under Section 768.28, Florida Statutes. Any provisions of this Agreement determined to be contrary to Section 768.28, Florida Statutes or to create any liability or waive any immunity under state or federal law, except as specifically provided for therein, shall be considered void. Notwithstanding anything which might be construed to the contrary herein, Toho does not waive any sovereign immunity as a result of this or any other agreement associated with the subject matter hereof or otherwise; and, nothing herein shall be construed to usurp or interfere with Toho's duty and authority to exercise any police powers, as defined by law.

SECTION 6. FLORIDA PUBLIC RECORDS ACT. Notwithstanding anything to the contrary contained herein, the Parties specifically acknowledge that this Agreement is subject to the laws of the State of Florida, without limitation, Chapter 119, Florida Statutes, which generally make public all records or writings made or received by the parties. Trade secrets must be disclosed and properly labeled consistent with Chapter 119, Florida Statutes.

6.1 If Owner has questions regarding the application of Chapter 119, Florida Statutes, to the OWNER's duty to provide public records relating to this Agreement, contact the custodian of public records at the following:

**Records Retention
951 Martin Luther King Blvd.
Kissimmee, Florida 34741
(407) 483-3822
publicrecordsrequests@tohowater.com**

6.2 In accordance with Section 119.0701, Florida Statutes, Owner agrees that all documents, transactions, writings, papers, letters, tapes, photographs, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to this Agreement or in connection with any funds provided by Toho pursuant to this Agreement

may be considered public records pursuant to Chapter 119, Florida Statutes. Owner agrees to keep and maintain any and all public records that ordinarily and necessarily would be required by Toho in order to perform the services required by this Agreement. Owner also agrees to provide the public with access to public records on the same terms and conditions that Toho would provide the records and at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes or as otherwise provided by law. Owner shall also ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. In addition, Owner shall meet all requirements for retaining public records and transfer, at no cost, to Toho all public records in possession of Owner upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to Toho in a format that is compatible with the information technology systems of Toho. If Owner does not comply with a public records request, Toho shall have the right to enforce the provisions of this section. In the event that Owner fails to comply with the provisions of this section, and Toho is required to enforce the provisions of this section, or Toho suffers a third party award of attorney's fees and/or damages for violating the provisions of Chapter 119, Florida Statutes due to Owner's failure to comply with the provisions of this section, Toho shall be entitled to collect from Owner prevailing Party attorney's fees and costs, and any damages incurred by Toho, for enforcing this section against Owner. And, if applicable, Toho shall also be entitled to reimbursement of any and all attorney's fees and damages which Toho was required to pay a third party because of Owner's failure to comply with the provisions of this section. This section will survive the termination of this Agreement.

SECTION 7. PROMPT PAYMENT FOR SERVICE; FAILURE TO PAY NOT EXCUSED.

7.1 Notwithstanding the Submetering of the Property, Owner shall remain responsible for payment related to any and all Services provided to the Property by Toho as measured by the master utility water meter(s). Toho shall invoice Owner for all Services consumed on a monthly basis in accordance with the rates and charges in effect at that time, and Owner shall tender payment of all sums due and payable in accordance with Toho billing policies and procedures in effect as of the date of the billing statement. Failure to receive timely payment from any or all Occupants shall not excuse Owner from prompt payment.

7.2 Upon failure or refusal of Owner to promptly pay amounts due hereunder, Toho, in its sole discretion, may suspend or terminate service, or exercise any other right of enforcement for non-payment available by law, and neither this Agreement, nor any non-payment by any third-party(ies) shall be a defense to such enforcement by Toho. In accordance with Section 14 of Chapter 2003-368, Laws of Florida, "[i]n the event that any such rates, fees, or charges for the use of the services, facilities, and products of [Toho] shall not be paid as and when due, any unpaid balance thereof, and all interest accruing thereon, shall be a lien on any parcel or property affected thereby."

7.3 Without limiting any other remedies provided in this Agreement or by law, in the event Owner fails to promptly pay for Services rendered hereunder, and in the event that such failure continues for a period of thirty calendar days following receipt of written notice of such failure from Toho ("Default"), Toho shall have the right, but not the obligation to assume ownership of the Submeters as further described herein. Owner hereby conditionally assigns to Toho all of its rights, title, and interest in and to any agreements entered into by Owner with the Submetering Administrator with respect to the Submeters ("Submetering Administrative Agreement"). Upon Default, Toho shall have the right, but not the obligation, to accept assignment of Owner's rights, title, and interest under the Submetering Administrative Agreement ("Absolute Assignment"), which shall be effective upon receipt of Toho's written notice of acceptance by the Submetering Administrator. In the event that the foregoing Absolute Assignment becomes effective, Owner hereby relinquishes all rights to payment and revenue under such Submetering Administrative Agreement and all remittance of payments for Services shall transfer to Toho. Owner shall be responsible to Toho for all payments for Services rendered up to and including the effective date of the foregoing Absolute Assignment of the Submetering Administrator agreement to Toho. By execution of this Agreement, Owner acknowledges and agrees that any and all Submetering Administrative Agreements shall provide for and specifically allow for assignment to Toho pursuant to the terms and conditions contained herein, and termination with or without cause upon a maximum of thirty days' advance written notice.

7.4 In the event of a Default, and upon twenty days advance written notice by Toho to Owner, Owner shall relinquish any ownership interest in the Submeters to Toho. Owner hereby agrees and acknowledges that upon Default and receipt of the written notice of Toho as described herein, Toho shall have the right and authority to record in the public records of Osceola County, Florida, the executed bill of sale attached hereto as **Exhibit "C"** and incorporated herein ("Bill of Sale"). Upon the recording of the Bill of Sale, Toho shall thereafter be responsible for the operation, repair and replacement of the Submeters. Notwithstanding the foregoing, Owner shall retain ownership and shall maintain responsibility for the operation, maintenance, repair and replacement of all water, wastewater, and reclaimed water facilities on the Property, except for Submeters and master meters.

SECTION 8. GRANT OF ACCESS EASEMENT. Owner hereby creates, grants, and conveys to Toho and its respective employees, agents, and contractors, a perpetual nonexclusive easement over, upon, across and through the Property (i) for vehicular and pedestrian ingress and egress to and from the master meter and all Submeters, and (ii) to operate, maintain, read, repair, recondition or replace the Submeters and associated water supply lines consistent with the terms and conditions set forth herein. Notwithstanding the above, no easement shall be created within any individual units.

SECTION 9. BINDING AGREEMENT; ASSIGNMENT OF RIGHTS. All terms and provisions of this Agreement are binding upon the Parties hereto and their respective successors and assigns. Further, all terms and provisions of this Agreement and all rights, privileges, benefits, and burdens created hereunder are covenants running
Project Name and # Page 8

with the Property. Notwithstanding the foregoing, Owner, shall have no right to assign its rights and obligations under this Agreement to any other party except where: a) Owner has obtained the prior written consent of Toho to such an assignment, sale or disposition (which shall not be unreasonably withheld, conditioned or delayed); b) the assignment is in direct connection with a bona fide sale of the Property or a portion thereof to which the Submetering relates, and Toho is notified in writing of such an assignment; and c) the assignee pays all of Toho's administrative costs incurred in connection with such assignment and assumes all of the duties and obligations of the assignor under this Agreement. Toho shall have the right to assign or transfer this Agreement or the rights and responsibilities contained herein to any properly authorized commission, authority, corporation, or other public or private person, firm or entity without the consent of Owner. Owner expressly acknowledges and agrees that sale, conveyance or any divestiture of the Property shall not release Owner of its rights and responsibilities hereunder, except pursuant to an authorized Assignment as described herein.

SECTION 10. ENTIRE AGREEMENT; AMENDMENTS; APPLICABLE LAW; ATTORNEY FEES.

10.1 This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between Owner and Toho, made with respect to the matters herein contained, and when duly executed, constitutes the agreement between Owner and Toho.

10.2 No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of the Agreement be waived by either Party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed.

10.3 This Agreement shall be governed by the laws of the State of Florida, as well as all applicable local resolutions of Toho and shall be and become effective on the Effective Date as defined herein.

10.4 In the event that Toho or Owner is required to enforce this Agreement by court proceedings or otherwise, by instituting suit or otherwise, then Toho or Owner shall be entitled to recover all costs incurred, including reasonable attorney's fees at trial and upon appeal. Venue shall be in Circuit Court in Osceola County, Florida before a judge and not a jury.

SECTION 11. INDEPENDENT CONTRACTORS. Owner, its officers, directors, members, employees, volunteers, assistants, agents, successors, and assigns shall be an independent contractor and at no time shall be considered an employee or agent for Toho. Owner hereby agrees at no time to represent or cause to be represented that it or its employees and representatives are employees or agents of Toho.

SECTION 12. WAIVER. The failure to enforce any of the terms or provisions of this Agreement, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior to or subsequent thereto.

SECTION 13. RECORDING OF AGREEMENT. This Agreement and the Exhibits attached hereto shall be recorded with the Clerk of the Circuit Court in and for Osceola County, Florida at Owner's sole expense.

SECTION 14. SEVERABILITY. In the event any provision of this Agreement shall be determined by a court of competent jurisdiction to be void, unlawful, or otherwise unenforceable, such provision shall be deemed severable from the remainder of this Agreement and such void, unlawful, or unenforceable provision shall be automatically replaced with a provision containing terms as nearly as possible to the void, unlawful, or unenforceable provision, but which still remains valid and enforceable; and this Agreement, as so modified, shall continue to be in full force and effect.

SECTION 15. AUTHORITY TO EXECUTE AGREEMENT. The signature by any person to this Agreement shall be deemed a personal warranty by that person that the signatory has the full power and authority to bind any corporation, partnership, or any other business entity for which the signatory purports to act hereunder.

SECTION 16. ARMS LENGTH TRANSACTION. Both Parties have contributed to the preparation, drafting and negotiation of this Agreement and neither has had undue influence or control thereof. Both Parties agree that in construing this Agreement, it shall not be construed in favor of either Party by virtue of the preparation, drafting, or negotiation of this Agreement.

SECTION 17. HUMAN TRAFFICKING. Owner hereby represents, warrants, and certifies that Owner does not use coercion for labor or services as defined in Section 787.06, Florida Statutes and that Owner has provided the affidavit attached hereto as Attachment 1 to Toho.

[SIGNATURES BEGIN ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Owner and Toho have executed or have caused this Agreement, with the named Exhibits attached, if any, to be duly executed as of the dates set forth below.

TOHOPEKALIGA WATER AUTHORITY

By: _____
Todd P. Swingle, CEO/Executive Director

Attest: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____, 2024, by Todd P. Swingle, as CEO/Executive Director of the Tohopekaliga Water Authority, a Special District created by special act of the Florida Legislature, on behalf of the District, who is personally known to me or has produced _____ as identification.

(Notary seal)

Signature of Person Taking Acknowledgment

Name of Acknowledger Typed, Printed or Stamped

Title or Rank

Serial Number, if any.

Signed, sealed and delivered
in the presence of:

(ENTER DEVELOPER/OWNER NAME)
a (INSERT STATE AND TYPE OF ENTITY)

x: _____

By: _____

Printed Name: _____

By: _____

Title: _____

x: _____

By: _____

[Corporate Seal]

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____, 2024 by _____, as (INSERT TITLE) of (INSERT BUSINESS NAME), a (INSERT STATE AND TYPE OF ENTITY) authorized to do business in the State of Florida, on behalf of the (INSERT TYPE OF ENTITY). He/She [] is personally known to me or has produced _____ as identification.

(Notary seal)

Signature of Person Taking Acknowledgment

Name of Acknowledger Typed, Printed or Stamped

Title or Rank

Serial Number, if any.

EXHIBIT "A"

PROPERTY DESCRIPTION

LEGAL DESCRIPTION: (INSERT LEGAL DESCRIPTION)

EXHIBIT "B"

SERVICES (INSERT IDENTIFIED SERVICES)

EXHIBIT "C"

BILL OF SALE

[SEE FOLLOWING PAGE]

BILL OF SALE AND ASSIGNMENT OF GUARANTIES AND WARRANTIES

REGARDING SUBMETERS

_____, a Florida _____, whose address is _____ (hereafter "Seller"), for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration paid to Seller by TOHOPEKALIGA WATER AUTHORITY, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, whose post office address is 951 Martin Luther King Boulevard, Kissimmee, Florida 34741 ("Buyer"), receipt of which is hereby acknowledged, does grant, sell, transfer, convey, and deliver to Buyer all of Seller's interest in all ***pipes, lines, advanced metering infrastructure, gate valves, valve boxes, fittings, equipment, and other goods which comprise the submeters installed on the site (the "Improvements") located on the property more particularly described in Exhibit "A"*** attached hereto and incorporated herein.

Buyer, its successors and assigns, shall have all rights and title to the property described in Exhibit "A". Seller releases all interest in the Improvements, and the Improvements are free and clear from all liens and encumbrances from the Seller.

Seller hereby assigns any and all warranties and guaranties it possesses from any third parties relating to the construction and/or installation of the Improvements, to the extent such warranties and guaranties are assignable.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale on _____, 2024.

SELLER:

_____, a Florida

By: _____

Name: _____

Title: _____

EXHIBIT "A"

Legal Description

STANDARD FORM

Attachment 1
Human Trafficking Affidavit

Instructions: “Nongovernmental Entity”, defined as any person or entity seeking to engage in business with the Tohopekaliga Water Authority (“**Toho**”), must complete the following form. The terms “**Contract**” and “**Agreement**” may be interchangeably used, as may the terms “**Subcontractor**” and “**Subconsultant**”.

The undersigned, on behalf of the Nongovernmental Entity, hereby attests as follows:

- A.** The Nongovernmental Entity understands and affirms that Section 787.06(13), Florida Statutes, prohibits Toho from executing, renewing, or extending a contract to entities that use coercion for labor or services, with such terms defined as follows:
- “**Coercion**” means: **(1)** using or threatening to use physical force against any person; **(2)** restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; **(3)** using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; **(4)** destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; **(5)** causing or threatening to cause financial harm to any person; **(6)** enticing or luring any person by fraud or deceit; or **(7)** providing a controlled substance as outlined in Schedule I or Schedule II of Section [893.03](#), Florida Statutes, to any person for the purpose of exploitation of that person.
 - “**Labor**” means work of economic or financial value.
 - “**Services**” means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.
- B.** The Nongovernmental Entity hereby attests, under penalty of perjury, that the Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Nongovernmental Entity. **Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.**

Authorized Signature: _____ **Date:** _____
Printed Name: _____ **Title:** _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced _____ as identification.

Signature of Notary Public

Name of Notary Typed, Printed or Stamped
My Commission Expires: _____

Project Name and #