



Babcock Ranch Water Utilities

as operated by Town & Country Utilities and Babcock Ranch Irrigation

IRRIGATION FACILITIES BILL OF SALE AND WARRANTY

Utility Acceptance Package

Phase: _____

THIS BILL OF SALE, made this _____ day of _____, 20____, between _____, a _____, whose mailing address is _____, (“Grantor”) and **BABCOCK RANCH IRRIGATION, LLC**, a Delaware limited liability company, whose mailing address is c/o Kitson & Partners, 42850 Crescent Loop – Suite 200, Babcock Ranch, FL 33982 (“BRI”).

(Whenever used herein, the terms "Grantor" and "BRI" include all the parties to this instrument and their heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees.)

WITNESSETH, that Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), and other good and valuable consideration, to Grantor in hand paid by BRI, the receipt whereof is hereby acknowledged hereby delivers, grants, bargains, sells and transfers to BRI and to BRI’s heirs and assigns forever, all irrigation utility facilities, including all irrigation lines, mains, meters, valves, manholes and appurtenances ("Irrigation Utility Facilities"), for the operation, installation and maintenance of said Irrigation Utility Facilities, said Irrigation Utility Facilities and situate, lying and being within the following described land:

See Exhibit "A" attached hereto and made a part hereof;

The Grantor does hereby covenant to BRI that Grantor is the lawful owner of the Irrigation Utility Facilities; that they are free from all encumbrances; that Grantor has lawful authority to sell such Irrigation Utility Facilities; and that Grantor does fully warrant the title to said Irrigation Utility Facilities and will defend the same against lawful claims of all persons whomsoever. For the purposes of this conveyance, the Irrigation Utility Facilities conveyed herein shall not be deemed to convey any of the lands described herein.

Grantor does hereby warrant and/or guarantee to BRI that the Irrigation Utility Facilities are comprised of the components as listed on attached Exhibit "B" ("Cost-Material

Breakdown"), that the Irrigation Utility Facilities are free from defects of materials and workmanship for a period of one (1) year from the date of final acceptance by BRI; and that Grantor agrees that it will, at its own expense, repair and replace all materials or installations which violate the covenants herein contained. Grantor hereby conveys to BRI all contractual guarantees and warranties relating to said Irrigation Utility Facilities. Nothing herein shall be construed as a waiver of the Babcock Ranch Community Independent Special District's limitations on liability provided in Section 768.28, Florida Statutes

IN WITNESS WHEREOF, Grantor has caused this Bill of Sale and Warranty to be executed as of the day and year first above written.

GRANTOR:

Signed, sealed and delivered
in the presence of:

_____,
a _____ limited liability company

Print Name: _____

By: _____

Printed Name: _____

Its: _____

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me this ____ day of _____, 2019, by _____, as _____ of _____ on behalf of said Company. He/She is _____ personally known or _____ has produced a driver's license as identification.

Notary Public

Printed Name: _____

Exhibit "A"

Irrigation utilities located within the following described property:

Exhibit "B"

Cost-Material Breakdown