

**BILL OF SALE**  
**(Water Lily Bridge)**

**THIS BILL OF SALE** is made effective as of this \_\_\_\_ day of \_\_\_\_\_, 2021 (the “Effective Date”) by and between **THE VILLAGES LAND COMPANY, LLC**, a Florida limited liability company, whose mailing address is 3619 Kiessel Road, The Villages, Florida 32163 (“Developer”), and **VILLAGE COMMUNITY DEVELOPMENT DISTRICT NO. 13**, a unit of special purpose government created pursuant to Chapter 190, Florida Statutes, as amended, whose mailing address is 984 Old Mill Run, The Villages, Florida 32162 (“District”) (Developer and District are sometimes together referred to herein as the “Parties,” and separately as a “Party”).

**RECITALS:**

**WHEREAS**, Developer and District entered into that certain Amended and Restated Interim Developer Funding and Acquisition Agreement dated April 11, 2019 (the “Agreement”); and

**WHEREAS**, pursuant to the Agreement, Developer has now constructed a portion of the Completed Improvements, consisting of a connectivity bridge located over State Road 91 (Florida’s Turnpike) and referred to in the Agreement as the “Turnpike Bridge” being more particularly described in the As-Built Plans attached hereto as **Exhibit "A"** and by this reference incorporated herein (the “Water Lily Bridge”); and

**WHEREAS**, pursuant to the Agreement, the District wishes to exercise its option to acquire the Water Lily Bridge, and Developer desires to convey, grant, bargain, quitclaim and deliver unto the District the Water Lily Bridge.

**WITNESSETH:**

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties, the Parties do hereby agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. **Definitions**. Any capitalized, defined terms used in this Assignment not defined herein shall have the meanings given to such terms by the Agreement.
3. **Conveyance of the Water Lily Bridge**. Developer does hereby sell, transfer, assign, convey, quitclaim and set over to the District all of Developer’s right, title, and interest in and to the Water Lily Bridge, subject to all matters of record affecting the Water Lily Bridge; and reserving unto the Developer and its assigns, and each of their successors, tenants, invitees, and guests, perpetual easements for ingress and egress and the construction, installation, maintenance and operation of electric, telephone, cable, gas and other utilities, irrigation facilities, potable water, sanitary sewer and storm water facilities, landscaped areas, fences, walls, entry facilities, including electronic card reading equipment, golf cart and pedestrian paths, signage, enjoyment

improvements and golf cart and pedestrian bridges; and subject to the restriction that all additions of, removal of, and changes to the Water Lily Bridge (including, without limitation, all those improvements described above), must first be approved in advance by the Developer.

Without waiving sovereign immunity as provided in Fla. Stat. s. 768.28, District hereby assumes all of the liabilities, obligations, and responsibilities of Developer with respect to the Water Lily Bridge, only to the extent arising from and after the Effective Date. Developer hereby specifically provides, and District expressly acknowledges, that the Water Lily Bridge is transferred in its “as is” condition as of the Effective Date.

**[REMAINDER OF PAGE LEFT BLANK]**



Signed, sealed and delivered  
in the presence of:

**DISTRICT:**

**VILLAGE COMMUNITY DEVELOPMENT  
DISTRICT NO. 13**, a unit of special purpose  
government created pursuant to Chapter 190,  
Florida Statutes, as amended

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

**STATE OF FLORIDA     )**

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**COUNTY OF SUMTER    )**

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The foregoing instrument was acknowledged before me by means of physical presence  
( ) or online notarization ( ) this \_\_\_\_ day of \_\_\_\_\_, 2021, by  
\_\_\_\_\_, as \_\_\_\_\_ of **VILLAGE COMMUNITY  
DEVELOPMENT DISTRICT NO. 13**, on behalf of the District. He/She is personally known to  
me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Typed name of Notary Public)

Notary Public, State of Florida

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

**Water Lily Bridge – As Built**

All as described in that certain set of FINAL "AS-BUILT" PLANS for connectivity bridge over State Road 91 (Florida's Turnpike), prepared by Kimley-Horn and Associates, Inc., dated \_\_\_\_\_, 20\_\_, bearing KHA Project number \_\_\_\_\_, and as certified by \_\_\_\_\_ on \_\_\_\_\_, 20\_\_, the cover page of which is included as page 2 of this Exhibit "A".