

**ASSIGNMENT OF INTEREST IN SEWAGE OR WASTEWATER
TREATMENT CAPACITY RESERVATION RIGHTS AGREEMENT**

THIS AGREEMENT made this 20th day of September, 1996, between STAR DEVELOPMENT CORPORATION, a Michigan corporation, (hereinafter referred to as "STAR"), LAKE DESTINY DEVELOPMENT, INC., a Florida corporation, (hereinafter referred to as "LAKE DESTINY"), and the CITY OF MAITLAND, FLORIDA (hereinafter referred to as "MAITLAND"),

WITNESSETH:

WHEREAS, MAITLAND and PIONEER SERVICE CORPORATION (hereinafter referred to as "PIONEER"), entered into a Sewage or Wastewater Treatment Capacity Reservation Agreement dated June 11, 1984, which agreement was amended by Amendment between PIONEER, VANTAGE PROPERTIES, INC. And SBC DEVELOPMENT CORP. II, dated October 19, 1984 (collectively, the "Reservation Agreement"), which Reservation Agreement related to the reservation of sewage or wastewater treatment as described in said Agreement; and,

WHEREAS, STAR warrants that it is the successor in interest to the rights of PIONEER under the Reservation Agreement as to a portion of the sewer or wastewater treatment capacity reservation described in the Reservation Agreement; and,

WHEREAS, STAR desires to assign to LAKE DESTINY a portion of the sewage treatment capacity reservation reserved under said Agreement and owned by STAR.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency

of which are acknowledged by the parties to this Assignment, it is agreed between STAR and LAKE DESTINY as follows:

1. Assignment: STAR hereby assigns to LAKE DESTINY all of STAR's right, title and interest in and to fourteen thousand four hundred (14,400) gallons per day of sewage or wastewater treatment capacity allocation at the Altamonte Springs Regional Treatment Facility owned by STAR and reserved in the Reservation Agreement.

2. Substitution of Parties: As to, and to the extent of, the sewage or wastewater treatment capacity allocation herein assigned, the term "user" as defined and referred to in the Reservation Agreement shall refer to LAKE DESTINY, and STAR shall be deleted as "user" and shall no longer have any rights or liabilities under the Reservation Agreement as to and to the extent of the sewage or wastewater treatment capacity allocation herein assigned.

3. Consent: MAITLAND consents to the assignment of said sewer or wastewater treatment capacity allocation in the Altamonte Springs Regional Treatment Facility, effective the date STAR or LAKE DESTINY pays stand-by fees, which STAR and/or LAKE DESTINY agree are due and owing to MAITLAND, in the amount of Nineteen Thousand Nine Hundred Forty-Five and 32/100 Dollars (\$19,945.32).

4. Warranty: STAR warrants that it owns all right, title and interest in and to fourteen thousand four hundred (14,400) gallons per day of sewage or wastewater treatment capacity allocation at Altamonte Springs Regional Treatment Facility and that it has not assigned any of its right, title or interest prior to this Agreement to LAKE DESTINY.

5. Further Assurance: All parties agree to execute such documents as may be necessary in order to carry out the intent and purposes of this Assignment.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

STAR DEVELOPMENT CORPORATION

BY: _____
Samuel H. Thomas, President

Date: September _____, 1996.

LAKE DESTINY DEVELOPMENT, INC.

BY: Stephen D. Korshak
Stephen D. Korshak, President

Date: September 20, 1996

ATTEST:

BY: Maria Waldrop
Maria Waldrop
Acting City Clerk

CITY OF MAITLAND

BY: Dean E. Sprague
Print Name: Dean E. Sprague

Title: City Manager

Date: September 20th, 1996.