

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

ORIGINAL  
FILE COPY

In re: Application for amendment )  
of Certificate No. 427-W to add )  
territory in Marion County by )  
Windstream Utilities Company. )

Docket No. 960867-WU

MEMORANDUM IN OPPOSITION AND  
RESPONSE TO MOTION TO DISMISS PROTESTS

Petitioner, **BARRETT FAMILY PARTNERSHIP IV, LTD.**, a Florida limited partnership (hereinafter "JB Ranch"), files this Memorandum in Opposition and Response to Windstream Utilities Co.'s Motion to Dismiss Protest and in support thereof states:

1. Windstream Utilities Co. (hereafter "Windstream") has filed a Motion to Dismiss Protests served by U.S. Mail on December 30, 1996. The FPSC Rule that authorizes the filing of such motions in opposition or for other purposes (to wit, Fla. Admin. Code Rule 25-22.037(2)) requires that "such motions shall be filed within the time provided for filing an answer." Fla. Admin. Code Rule 25-22.037(1) provides that the utility may file an answer within twenty (20) days of service of the petition. Fla. Admin. Code Rule 25-22.028(4) allows five (5) additional days to be added to the time computation if service is by U.S. Mail.

The original petition in opposition to this application was filed by JB Ranch on August 26,

ACK \_\_\_\_\_  
AFA 1996. Since this Motion to Dismiss was not filed by September 20, 1996, it is untimely  
APP \_\_\_\_\_ under the Rules of the Florida Public Service Commission and should therefore be denied.  
CAF \_\_\_\_\_

CMU \_\_\_\_\_ 2. Prehearing Officer Susan F. Clark entered an order establishing procedure in this  
CTR \_\_\_\_\_ docket, dated October 10, 1996, finding that JB Ranch had timely filed a Petition in

EAG \_\_\_\_\_  
LEG 1 Opposition to Windstream's application and likewise determined that JB Ranch was a party

LIT 3

OPC \_\_\_\_\_

RCH \_\_\_\_\_

SEC 1

WFS RECEIVED & FILED

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FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

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to this proceeding. Fla. Admin. Code Rule 25-22.0376(1) requires that any party who is adversely affected by a non-final order may seek reconsideration by the Commission panel assigned to the proceeding by filing a motion in support thereof within ten (10) days after issuance of the order. No such motion for reconsideration was filed. Therefore, Windstream's motion is inconsistent with the October 10 Order Establishing Procedure, untimely filed pursuant to applicable Rule, and should be denied.

3. In paragraph 3.b. of Windstream's Motion to Dismiss Protest, Windstream alleges that "all of the allegations of the substantial interest alleged that would affect J.B. Ranch have been removed since Windstream has amended its application in this Docket to remove the J.B. Ranch property from this docket." This statement is factually in error, nor does Windstream offer any evidence to support this bald inaccurate assertion. On November 5, 1996, JB Ranch entered into the Marion County/Barrett Family/Zacco Subregional Water and Wastewater Utilities Agreement, Contract No. 96-5, a copy of which is attached to and incorporated in this pleading as Exhibit "A." Subsection 7.2(6), on page 16 of that Subregional Agreement provides that JB Ranch is entitled to receive reimbursement for certain over-sized capacities within portions of the County's Subregional Facilities. If Windstream is able to expand its certificated water territory as proposed, JB Ranch will be deprived of the economic benefits of the economies of scale from the full development of the County's water and wastewater system and will also lose a valuable contract right. Furthermore, the future capital costs and rates in the County system may increase if this certificated territory is awarded to Windstream, thereby increasing the costs of receiving water and wastewater service to JB Ranch. Finally, sworn testimony previously prefiled by Windstream depicts the utilization of facilities on the JB Ranch

property to provide service to portions of the remaining areas proposed to be served by Windstream. Windstream has failed to provide any evidence of its right or ability to do this, nor has it provided any information regarding what alternatives exist (if any) for this interconnection. Therefore, if Windstream's request is granted, JB Ranch may be precluded from receiving water and wastewater service at better quality and less cost and JB Ranch's contract rights, with the County and internal on-site system will be substantially and materially interfered with. Finally, granting the requested territory to Windstream could affect the County's ability to continue forward with implementation of the Subregional Agreement thereby impacting the very same substantial interests articulated by JB Ranch in its initial petition.

4. Even if Windstream's motion had been timely filed, was not in violation of the Order of Establishing Procedure, and did contain competent and substantial evidence that JB Ranch's original substantial interests were no longer affected, such a substantial modification in its application would open a new window and point of entry for JB Ranch (and others) to object, and JB Ranch does hereby renew its objection to the Amendment to Certificate 427-W, for the reasons articulated above. Windstream's application remains substantially and recklessly inadequate and incomplete; indeed, the only "data" it has submitted to answer the questions posed by FPSC staff in recent correspondence as yet unanswered directly to the FPSC is to inaccurately copy facility information prepared by the County so that Windstream still depicts interconnections across lands now deleted from its Application. Such conduct make a mockery of the FPSC's rules and requirements and highlights the very reasons why this Application for Amendment of Certificate No. 427-W should be subject to the administrative hearing previously set by this Agency's Order

Establishing Procedure and ultimately denied.

**WHEREFORE**, JB Ranch requests that Windstream's Motion to Dismiss Protests related to Joseph Lettelleir/JB Ranch be denied for all the above reasons and that the Order Establishing Procedure be enforced and that the hearing proceed as scheduled. Any suggestion, written or oral, to the effect that it would be appropriate for JB Ranch to withdraw its protest and that said protest should be appropriately withdrawn is hereby rejected.

Respectfully submitted,

**BARRETT FAMILY PARTNERSHIP, IV**

By: 

Joseph T. Lettelleir, its attorney-in-fact  
800 S. Duncan Avenue  
Clearwater, FL 34615  
813/447-0488

## CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served on the following:

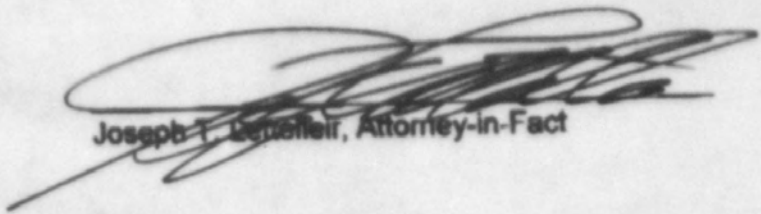
Original and 15 copies, together with the document on diskette, via hand delivery/U.S. Mail to:

- (1) Blanca S. Bayo, Director  
Division of Records and Reporting  
Public Service Commission  
Capital Circle Office Center  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850  
904/413-6770

With a copy via hand delivery/U.S. Mail to:

- (2) Donna Cyrus-Williams, Esquire  
Florida Public Service Commission, Legal Division  
Capital Circle Office Center  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850  
904/413-6222  
Counsel for the PSC
- (3) Martin S. Friedman, Esquire  
ROSE, SUNDSTROM & BENTLEY  
2548 Blairstone Pines Drive  
Post Office Box 1567  
Tallahassee, FL 32302-1567  
904/877-8555  
Counsel for Windstream Utilities Co.
- (4) Carlyle Ausley  
AUSLEY CONSTRUCTION COMPANY  
1107 E. Silver Springs Blvd., #2  
Ocala, FL 34470
- (5) Thomas A. Cloud, Esquire  
GRAY, HARRIS & ROBINSON, P.A.  
Post Office Box 3068  
Orlando, FL 32802-3068  
407/843-8880  
Counsel for Marion County

this 8<sup>th</sup> day of January, 1997.

A large, stylized handwritten signature in black ink, appearing to read 'Joseph T. Denelleir', is written over the typed name below it.

Joseph T. Denelleir, Attorney-in-Fact

THIS INSTRUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:

Thomas A. Cloud, Esq.  
GRAY HARRIS & ROBINSON, P.A.  
201 East Pine Street, Suite 1200  
Post Office Box 3068  
Orlando, FL 32802-3068  
(407) 843-8880

EXHIDIT "A"

PAGE 1 of 57

For Recording Purposes Only

**MARION COUNTY/BARRETT FAMILY/ZACCO  
SUBREGIONAL WATER AND WASTEWATER  
UTILITIES AGREEMENT  
CONTRACT NO. 96-5**

THIS AGREEMENT is made this 5th day of November, 1996, by MARION COUNTY, a political subdivision of the State of Florida (hereafter "COUNTY"), BARRETT FAMILY PARTNERSHIP IV, LTD., a Florida limited partnership (hereafter "FIRST DEVELOPER") and CHERRY DEVELOPERS, INC. a Florida corporation (hereafter "SECOND DEVELOPER"). The FIRST DEVELOPER and the SECOND DEVELOPER shall hereafter be collectively referred to as the "DEVELOPERS."

**RECITALS**

1. The FIRST DEVELOPER, whose principal place of business is 300 South Duncan Avenue, Suite 296, Clearwater, Florida 34615, now owns certain real property in Marion County, Florida, more particularly described in the legal description attached to and incorporated in this Agreement as Exhibit "A." The above-described property consists of approximately 461 acres of land and shall hereinafter be referred to as the "FIRST DEVELOPER'S Property."

JB RANCHES AGREEMENT

2. The FIRST DEVELOPER proposes to develop a "Dude Ranch" consisting of approximately seven hundred (700) residential units ERCs and ninety (90) ERCs of other commercial, recreational, and related improvements (hereafter the "Dude Ranch").

3. The SECOND DEVELOPER, whose principal place of business is 10453 S.W. 62nd Court, Ocala, Florida 34476, now owns, certain real property in Marion County, Florida, more particularly described in the legal description attached to and incorporated in this Agreement as Exhibit "B." The above-described property consists of approximately 96 acres of land and shall hereinafter be referred to as the "SECOND DEVELOPER's Property." The FIRST DEVELOPER's Property and SECOND DEVELOPER's Property shall be collectively referred to as "their Properties."

4. The SECOND DEVELOPER proposes to develop approximately 480 residential units hereby clarified as Townhomes (hereafter "Zacco's Improvements"). The Dude Ranch and Zacco's Improvements shall be collectively referred to as the "Improvements."

5. The FIRST and SECOND DEVELOPER will require substantial water and wastewater service for future development of the Properties. Water service and Wastewater Service Capacities for development on their Properties will be provided by the construction and expansion of the Marion County Water and Wastewater System, as further described herein.

6. Water and Wastewater Service Capacities for the development on their Properties shall be provided in the manner described below and subject to the terms and conditions provided herein.

7. The COUNTY is willing to provide water and wastewater service capacities to the DEVELOPERS in accordance with, and subject to, the terms and conditions of this Agreement, and any applicable rules, regulations, laws, and requirements.

8. The Dude Ranch will be developed with large open spaces on the FIRST DEVELOPER's Property, and these open spaces lend themselves to the creation of various Effluent Disposal Facilities.

9. The parties wish to set forth the terms and conditions upon which the DEVELOPERS would transfer those lands, easements, and facilities necessary for the COUNTY to provide Water and Wastewater Service Capacities to the DEVELOPERS.

10. The parties wish to set forth the terms and conditions upon which the DEVELOPERS will transfer certain lands, easements,



and facilities, including effluent disposal easements upon their Properties.

11. In return for the DEVELOPERS' transfer of these certain lands, easements, and facilities to the COUNTY and payment of certain capital payments as set forth herein, the DEVELOPERS shall be entitled to credits in lieu of paying the COUNTY'S capital charges as set forth below.

12. The COUNTY will design, permit and construct the Water Treatment Facilities, Water Transmission Facilities, Wastewater Transmission Facilities, Wastewater Treatment Facilities and portions of the Effluent Disposal Facilities (hereafter collectively the "COUNTY'S Subregional Facilities") as herein described.

13. The DEVELOPERS will design, permit, and construct the Water Distribution Facilities, Collection Facilities, and certain Effluent Disposal Facilities (hereafter collectively the "DEVELOPERS' Subregional Facilities") as herein described.

14. The DEVELOPERS are apportioning the design, permitting, and construction costs of the COUNTY'S Subregional Facilities amongst each other pursuant to the terms of this Agreement. The COUNTY'S Subregional Facilities would include the Water Treatment Facilities, Wastewater Treatment Facilities, portions of the Effluent Disposal Facilities, and Water Transmission Facilities and Wastewater Transmission Facilities.

15. The parties now desire to reduce their agreements to writing into this Agreement for the purpose of setting forth the rights, obligations, and duties of the parties as the same pertains to the provision of Water and Wastewater Service Capacities for future development on their Properties.

ACCORDINGLY, in consideration of the Recitals hereof, for and in consideration of the mutual undertakings and agreements herein contained and assumed and other good and valuable considerations received by each party from the other, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

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

**SECTION 2. DEFINITIONS.** The parties agree that in construing this Agreement, the following words, phrases, and terms shall have the following meanings unless the context indicates otherwise.

10/28/96 (10:17am)

EXHIBIT "A"

3

JB RANCHES AGREEMENT

PAGE 3 of 57

2.1. "Agreement" means this MARION COUNTY/BARRETT FAMILY/ZACCO WATER AND WASTEWATER UTILITIES AGREEMENT CONTRACT NO. 96-5, as it may from time to time be modified.

2.2. "Collection Facilities" means all those lines, pipes and appurtenant equipment used to collect Wastewater from their Properties and to transmit it to the Wastewater Transmission Facilities as depicted on Exhibit "C" attached to and incorporated in this Agreement.

2.3. "COUNTY" means Marion County, Florida, a political subdivision of the State.

2.4. "County Rate Resolutions and Ordinances" means all resolutions and ordinances, either currently in effect or to be adopted in the future by the Board of County Commissioners of the COUNTY or its successors which establish and fix rates, fees, and charges for the Marion County Water System and the Marion County Wastewater System or successor systems.

2.5. "COUNTY's Subregional Facilities" means all those Water Facilities and Wastewater Facilities to be constructed by the COUNTY pursuant to this Agreement.

2.6. "DEVELOPERS' Subregional Facilities" means all those Water Facilities and Wastewater Facilities to be constructed by the DEVELOPERS pursuant to this Agreement.

2.7. "Effluent Disposal Capacity" means the rate of treated effluent flow, measured in GPD, for which the Effluent Disposal Facilities are designed and are capable of disposing, in accordance with all applicable government requirements.

2.8. "Effluent Disposal Facilities" means those Wastewater Facilities necessary to detain, transmit, and dispose of Wastewater previously treated at the Wastewater Treatment Facilities.

2.9. "ERC" means an Equivalent Residential Connection as defined by Marion County Rate Resolutions and Ordinances.

2.10. "GPD" means gallons per day on an average annual basis.

2.11. "Marion County Wastewater System" means all facilities and interests in real and personal property owned, operated, managed or controlled by the COUNTY now and in the future and used to provide Wastewater Service Capacity to existing and future customers within the total service area of the COUNTY.

JB RANCHES AGREEMENT

**2.12.** "Marion County Water System" means all facilities and interests in real and personal property owned, operated, managed or controlled by the COUNTY now and in the future and used to provide Water Service Capacity to existing and future customers within the total service area of the COUNTY.

**2.13.** "Plans and Specifications" means those documents and drawings prepared by the DEVELOPERS' engineers for the design and construction of the DEVELOPERS' Subregional Facilities.

**2.14.** "Potable Water" means water that has been treated to applicable federal, state and local standards that is acceptable for human consumption.

**2.15.** "Subregional Facilities" means all Water Facilities and Wastewater Facilities to be constructed under this Agreement.

**2.16.** "Wastewater" means water-carried wastes from residences, business buildings, institutions, industrial establishments and other customers of the Marion County Wastewater System.

**2.17.** "Wastewater Capital Charges" means those fees and charges established and collected by the COUNTY at or before the issuance of building permits or certificates of occupancy to pay for or recover the capital costs of all Wastewater Facilities, as set forth from time to time in COUNTY Rate Resolutions and Ordinances.

**2.18.** "Wastewater Facilities" means all Wastewater Collection Facilities, Wastewater Transmission, Treatment, and Effluent Disposal Facilities, including all interceptors, lines, pipes, meters, couplings, pumps, force mains, and appurtenant equipment.

**2.19.** "Wastewater Service Capacity" means the rate of Wastewater flow measured in GPD for which Wastewater Facilities are designed and are capable of collecting, transmitting, treating and disposing, in accordance with applicable governmental requirements and regulations.

**2.20.** "Wastewater Transmission Facilities" means those off-site lines, pipes, force mains, pumps, meters and appurtenant equipment used to transmit Wastewater from the Collection Facilities to the headworks of the Wastewater Treatment Facilities.

**2.21.** "Wastewater Treatment Facilities" means those components of the Wastewater Facilities used to treat and filter wastewater to public access prior to effluent disposal. Wastewater Treatment Facilities do not include any portions of the Collection

Facilities and Wastewater Transmission Facilities, or Effluent Disposal Facilities, and shall be limited solely to the approximately 9.8 acre tract to be conveyed by the SECOND DEVELOPER described in Exhibit "G."

**2.22.** "Water Capital Charges" means those fees and charges established and collected by the COUNTY at or before the issuance of building permits or certificates of occupancy to pay for or recover the capital cost of all water facilities, as set forth from time to time in COUNTY Rate Resolutions and Ordinances.

**2.23.** "Water Distribution Facilities" means all those lines, meters, pipes, and appurtenant equipment necessary to distribute potable water from the Water Transmission Facilities to the structures to be served, all in accordance with COUNTY rules and regulations as depicted on Exhibit "D" attached to and incorporated in this Agreement.

**2.24.** "Water Facilities" means all Water Distribution, Water Transmission, and Water Treatment Facilities.

**2.25.** "Water Service Capacity" means the rate of water which can be pumped from the ground, treated to become potable, transmitted and distributed, where such amount is measured in gallons per day, based upon maximum (not average) daily domestic demand and fire flows.

**2.26.** "Water Transmission Facilities" means those off-site lines, pipes, force mains, pumps, meters and appurtenant equipment used to transmit and distribute potable water from the Water Treatment Facilities to the Water Distribution Facilities.

**2.27.** "Water Treatment Facilities" means those facilities necessary to properly treat water to potable standards and store water prior to transmission and distribution. The Water Treatment Facilities shall be fenced around the equipment only.

**SECTION 3. PROVISION OF WATER AND WASTEWATER SERVICE**  
**GENERALLY.** Subject to the terms of this Agreement, the COUNTY agrees that it will provide and the DEVELOPERS agree that they will obtain Water Service Capacity and Wastewater Service Capacity for use on their Properties from the COUNTY. The COUNTY plans on providing Water Service Capacity under this Agreement by means of operating and maintaining the Water Facilities constructed by the parties hereto and plans on providing Wastewater Service Capacity under this Agreement by means of operating and maintaining Wastewater Facilities constructed by the parties hereto which shall become part of the Marion County Water System and the Marion County

Wastewater System. DEVELOPERS shall convey certain lands, facilities, and easements to the COUNTY as set forth hereinbelow, and shall pay all applicable monthly rates, fees, and charges in accordance with County Rate Resolutions and Ordinances; provided, however, that DEVELOPERS shall be entitled to certain credits in lieu of paying Water and Wastewater Capital Charges as set forth below.

**SECTION 4. DESIGN, PERMITTING, CONSTRUCTION, AND OPERATION OF SUBREGIONAL FACILITIES.** As a condition precedent to the delivery of Water and Wastewater Service Capacity for use on their Properties, the parties agree to the following:

**4.1. Design, Permitting, and Construction of COUNTY's Subregional Facilities.** The COUNTY agrees to design, permit, and construct the COUNTY's Subregional Facilities which include the following:

(1) the Water Treatment Facilities on the FIRST DEVELOPER's Property located on a 2 acre water treatment plant site and two separate well sites, and including specifically (1) two (2) twelve-inch (12") wells capable of producing up to 1,700 gallons per minute; and (2) a third twelve-inch (12") well that will be utilized when deemed necessary by the COUNTY. In addition, the Water Treatment Facilities shall include a four-inch (4") diameter well that may be used for interim service which is currently located on FIRST DEVELOPER's Property; and an additional four-inch (4") well located on SECOND DEVELOPER's Property that will be utilized for interim service in the event that there is no wholesale arrangement for interim service available. There will initially be one (1) ten thousand gallon (10,000) hydro pneumatic tank, as well as other future storage facilities, connecting raw water pipes, auxiliary power generator, and chlorination system. These facilities are generally depicted on Exhibit "E" attached to and incorporated in this Agreement or equivalent capacity,

(2) the Water Transmission Facilities, consisting of approximately two hundred linear feet (200') of sixteen-inch (16") diameter pipe, one five thousand, five hundred linear feet (5,500') of twelve-inch (12") diameter pipe and approximately one thousand, five hundred linear feet (1,500') of eight inch (8") diameter pipe, as depicted on Exhibit "D" hereof,

(3) the Wastewater Treatment Facilities located on an approximately 9.8 acre site with a capacity of 150,000 GPD on the SECOND DEVELOPERS PROPERTY, that portion of the Effluent Disposal Facilities consisting of the treated effluent pipeline (approximately 7,600 linear feet of eight-inch (8") diameter

pipeline) from the WWTF site to the two (2) percolation ponds on the 4.93 acre site to be constructed on the FIRST DEVELOPERS' PROPERTY as set forth on Exhibit "F", which is attached hereto and incorporated herein by reference, and,

(4) the Wastewater Transmission Facilities, consisting of no more than two thousand one hundred linear feet (2,100') of eight-inch (8") diameter pipeline and four thousand, seven hundred linear feet (4,700') and of ten-inch (10") diameter pipe, as depicted on Exhibit "C."

Notwithstanding the above, the FIRST DEVELOPER agrees that permitting certain interim water treatment facilities utilizing an existing well and chlorination equipment to be obtained by the COUNTY is necessary. Furthermore, the DEVELOPERS agree to take all actions necessary to consent to and support any application for governmental permit or approval filed by the COUNTY to construct the COUNTY's Subregional Facilities.

**4.2. Design of Water Distribution Facilities and Collection Facilities.**

As a condition to receiving Water Service Capacity and Wastewater Service Capacity the DEVELOPERS shall have the right and obligation, at their expense, to cause its own Florida registered professional engineer to design and produce and submit to the COUNTY for its review and approval prior to construction, graphic Plans and Specifications in accordance with COUNTY requirements for the construction in phases of those certain Water Distribution Facilities and Collection Facilities (hereafter collectively the "DEVELOPERS' Subregional Facilities"). In addition, the COUNTY shall have the right to design and construct Effluent Disposal Facilities which shall consist of at least a forty-eight acre (48) spray field site and treated effluent/reclaimed water pipeline to and from the two (2) ponds on the FIRST DEVELOPERS' Property to the spray field site, which facilities are schematically depicted on Composite Exhibit "F" attached to and incorporated in this Agreement. Provided, however that said treated effluent/reclaimed water pipeline from the two (2) ponds to the spray fields shall not be designed or constructed by the COUNTY until such time as the Effluent Disposal System necessitates expansion, as determined by the COUNTY. Upon such determination from the COUNTY, the parties will execute an Easement and Reclaimed Water Delivery Agreement in substantially the form shown on Exhibit "M" hereto. COUNTY assumes the responsibility for wastewater transmission and treatment via trucking on an interim basis, if necessary, commencing August 30, 1997 for both DEVELOPERS and will execute such permit documents for the acceptance, operation and maintenance of all completed on-site facilities if such facilities meet COUNTY standards and approval.

**4.3. Approval of Plans and Specifications for DEVELOPERS' Subregional Facilities.** The COUNTY shall review, and reject or approve, any such Plans and Specifications submitted pursuant to Subsection 4.2 hereof within thirty (30) days after its receipt of the Plans and Specifications. DEVELOPERS' engineers shall make corrections or modifications at DEVELOPERS' expense to any portion of the Plans and Specifications which are unacceptable to the COUNTY, and shall resubmit the corrected or modified Plans and Specifications to the COUNTY for further review until COUNTY shall have approved the Plans and Specifications. The COUNTY shall have, in each case, ten (10) days within which to approve or reject any such revision to said Plans and Specifications. Any such submitted Plans and Specifications which are not approved or rejected within the time period provided shall be deemed approved.

**4.4. Permitting.** Each DEVELOPER shall, at its expense, obtain all necessary state and local permits or approvals required for the construction of the DEVELOPERS' Subregional Facilities and the interim water treatment facilities to be constructed pursuant to this Agreement. DEVELOPERS shall send written copies of all permit applications filed with state or local governmental entities, to the COUNTY, and shall also provide the COUNTY with copies of all written permits, approvals, requests for additional information, or denials received by DEVELOPERS in connection with such permit applications.

**4.5. Construction of DEVELOPERS' Subregional Facilities.** After COUNTY approval of the Plans and Specifications for any phase or segment of the DEVELOPERS' Subregional Facilities, that DEVELOPER shall, at its expense, construct and install that phase or segment of the said Facilities as the same are depicted in the COUNTY-approved Plans and Specifications therefor. That DEVELOPER warrants that the DEVELOPERS' Subregional Facilities to be constructed by it pursuant to this Agreement shall be constructed in accordance with the approved Plans and Specifications, and also in accordance with all other applicable federal, state, and local laws, regulations, rules and ordinances including but not limited to the design criteria promulgated by COUNTY. After completion of construction and prior to acceptance or approval of such Facilities by COUNTY, that DEVELOPER agrees to furnish to COUNTY one (1) set of Mylar "as built" drawings showing specification locations, depth, and other appropriate details of all Facilities.

**4.6. Inspection, Testing, and Approval of Construction of DEVELOPERS' Subregional Facilities.** During the construction of the DEVELOPERS' Subregional Facilities by DEVELOPERS, the COUNTY shall have the continuing right to inspect such installations to determine compliance with the Plans and Specifications. The COUNTY

shall control the quality of the installation, and further, shall be entitled to perform standard tests for pressure, exfiltration, infiltration, line and grade, and all other normal engineering tests to determine that the system has been installed in accordance with the Plans and Specification and good engineering, practices.

**4.7. Conveyance or Dedication of Subregional Facilities and Easements.** Prior to acceptance of any phase or segment of the DEVELOPERS' Subregional Facilities for ownership, operation and maintenance by the COUNTY, and upon request by the COUNTY for any portion of the COUNTY's Subregional Facilities, DEVELOPERS shall, with the respect to such phase or segment constructed or otherwise provided by DEVELOPERS or the COUNTY, (1) convey, grant or dedicate to the COUNTY free and clear of any encumbrances whatsoever, such easements as are reasonably necessary for the COUNTY to own, operate, maintain, repair, expand, and replace the Subregional Facilities accepted or constructed by the COUNTY, including all Subregional Facilities constructed thereon, (2) transfer and convey fee simple title, free and clear of any encumbrances whatsoever, to those certain Water Facilities and Wastewater Facilities including but not limited to: (a) the 9.8 acre Wastewater Treatment Facility site, as described and depicted on Exhibit "G"; (b) the 4.93 acre wetted area of two (2) acres, as described and depicted on Exhibit "H"; (c) the two (2) acre Water Treatment Facilities site, as described and depicted on Exhibit "I"; and (d) the two (2) twelve-inch (12") diameter well sites, as referenced in Section 4.1(1) herein, and described in Exhibit "J", with all such exhibits being attached to and incorporated in this Agreement, and (3) transfer and convey, to the extent that the same are transferable, all governmental approvals and permits obtained by the DEVELOPERS that will enable the COUNTY to operate the applicable phase or portion of those said Subregional Facilities and provide Water and Wastewater Service Capacity to future development on their Properties, and notify all governmental agencies of such transfer and conveyance as may be required by law. The COUNTY shall review and approve or reject within thirty (30) days after receipt thereof, all documents submitted by DEVELOPERS pursuant to this Agreement. It is contemplated that the proposed 4.93 acre percolation pond site shall have a capacity of at least 150,000 GPD and shall be enhanced, modified, amended or enlarged to accommodate 150,000 GPD of secondary effluent. The DEVELOPERS shall retain non-exclusive easements through any conveyed well site(s) to the COUNTY so long as the use of such easement(s) doesn't interfere with the COUNTY's use of the well(s).

**4.8. Characterization and Surrender of Water and Wastewater Facilities.** Upon completion of construction of any COUNTY's



Subregional Facilities or acceptance by the COUNTY of any DEVELOPERS' Subregional Facilities as aforesaid, the accepted Wastewater Systems, as appropriate, and the COUNTY shall surrender control of said Subregional Facilities and execute and deliver to the COUNTY any documents or instruments necessary for that purpose. If DEVELOPERS shall fail or refuse to do so, then the COUNTY shall be entitled to specifically enforce the provisions of this Subsection 4.7 against DEVELOPERS. From that time forward, the COUNTY shall have the right to own, operate, maintain, modify, expand, extend, and/or replace any Subregional Facilities.

**4.9. Effect of Reviews, Inspections, Approvals, and Acceptances.** The reviews, inspections, approvals, and acceptances by the COUNTY of the Plans and Specifications and construction of the DEVELOPERS' Subregional Facilities shall not constitute a waiver of any claims arising from (1) faulty or defective design, (2) faulty or defective construction, (3) unsettled liens and encumbrances, and (4) tort claims.

**4.10. Operation and Maintenance of Water and Wastewater Facilities.** Subject to DEVELOPERS' compliance with this and other applicable provisions of this Agreement, the COUNTY shall in writing accept ownership and assume responsibility for the operation and maintenance of those said Subregional Facilities for which the COUNTY has approved the design, construction, and documents specified in this Section 4. Upon acceptance of ownership and assumption of the responsibility for the operation and maintenance of any such Water Facilities or Wastewater Facilities by the COUNTY as contemplated in this Agreement, all customers of those Water Facilities or Wastewater System or Marion County Wastewater System, as the case may be, and the COUNTY shall be deemed customers of the Marion County Water System or Wastewater System, as the case may be, and the COUNTY shall set and collect all wastewater rates, fees, charges and deposits for those Water Facilities, or Wastewater Facilities, as the case may be, without any exception except that set forth in Section 6.1 herein, in accordance with the COUNTY Rate Resolutions and Ordinances.

**4.11. Expansion of Subregional Facilities.** FIRST DEVELOPER shall have the option to notify COUNTY of its need for expansion of Subregional Facilities. COUNTY shall be obligated to provide expansion facilities sufficient to meet the remaining 690 wastewater ERC needs of FIRST DEVELOPER following payment of fees and charges. The COUNTY shall make such expansion in appropriate phases, and said expansion shall occur within eighteen (18) months of receipt of such written notification, subject to specifications and conditions to be agreed upon by COUNTY and FIRST DEVELOPER.

8 RANCHES AGREEMENT

(4") diameter well shall terminate upon termination of interim service.

**5.2. Rights of Ingress and Egress.** The grants in Section 5 and the foregoing grants include the necessary right of ingress and egress to any part of the DEVELOPERS' Property upon which COUNTY is constructing, operating or maintaining such Subregional Facilities, the foregoing grants shall be for such period of time as and to the fullest extent that COUNTY or its successors or assigns require such rights, privileges or easements in the construction, ownership, maintenance, operation, repair or expansion of said Subregional Facilities. Prior to any construction the COUNTY shall provide the appropriate DEVELOPER with thirty (30) days prior notice of such entry.

**5.3. Errors in Line Locations.** The COUNTY and DEVELOPERS will use due diligence in ascertaining all easement locations; however, should COUNTY or DEVELOPERS install any Subregional Facilities outside a dedicated easement area, COUNTY will not be required to move or relocate any such Subregional Facilities lying outside a dedicated easement area, or private easement area conveyed by express grant, so long as the Subregional Facilities do not interfere with the then or proposed use of the area in which the Subregional Facilities have been installed, and so long as the COUNTY obtains a private easement for such line location, which DEVELOPERS will give if same is within its reasonable power to do so. Should the COUNTY be obligated to relocate any such Facility installed by DEVELOPERS, then DEVELOPERS shall reimburse to the COUNTY, the COUNTY's costs reasonably incurred in connection with such relocation. The COUNTY shall be responsible for the relocation of any such facility installed by the COUNTY.

**5.4. Utilization of Easement Grants.** The COUNTY agrees that all easement grants will be utilized in accordance with the established and generally accepted practices of the water and wastewater industry with respect to the installation of all such Subregional Facilities in any of the easement areas to serve their Properties and the property of others in accordance with the Master Plan; and that DEVELOPERS or DEVELOPERS' successors or assigns in granting any easement herein, or pursuant to the terms of this instrument, shall have the right to grant exclusive or non-exclusive rights, privileges and easements to other persons, firms or corporations to provide to their Properties any utility services other than water and wastewater service.

**5.5. Title.** All such easements shall be granted free and clear of all encumbrances whatsoever.

**SECTION 6. RATES, FEES, AND CHARGES.** As a condition to the provision of Water and Wastewater Service Capacities, the DEVELOPERS agrees to pay certain rates, fees and charges as hereinafter set forth in this Section 6, subject to offset for any credits earned by the DEVELOPERS, as set forth in Subsection 6.1 herein.

**6.1. Water and Wastewater Capital Charges; Credits Against Wastewater Capital Charges.** To induce the COUNTY to provide Water Service Capacity and Wastewater Service Capacity to DEVELOPERS for use on their Properties, the DEVELOPERS agree to: (1) construct and dedicate all DEVELOPERS' Subregional Facilities pursuant to Sections 4 and 5 hereof, (2) make capital payments pursuant to Section 7 of this Agreement, and (3) grant the deeds and easements in accordance with the terms and provisions of Sections 4 and 5 hereof. In exchange therefore, DEVELOPERS shall be entitled to ERC credits for Water Service Capacity and Wastewater Service Capacity not to exceed the ERC's necessary to service the number of units actually constructed on their Properties as set forth in Section 8 of this Agreement. All fees, costs and charges other than the Water Capital Charges and Wastewater Capital Charges shall be paid by DEVELOPERS and/or customers of the system, as applicable.

**6.2. Rates and Charges.** Rates and other charges to DEVELOPERS shall be those set forth from time to time in the COUNTY's Rate Resolutions and Ordinances. The COUNTY may establish, amend or revise, from time to time in the future, and enforce rules and regulations covering Water and Wastewater Service Capacities to their Properties. Such rules and regulations so established by the COUNTY shall at all times be reasonable and subject to such regulation as may be applicable. Any initial or future lower or increased rates, rate schedules, capacity charges or other fees and charges, and rules and regulations established, amended or revised and enforced by the COUNTY from time to time in the future, shall be binding upon DEVELOPERS, upon any person or other entity holding by, through or under DEVELOPERS, and upon any user or customer of the Water and Wastewater Service Capacities provided to their Properties.

**SECTION 7. PAYMENT FOR SUBREGIONAL FACILITIES.** The Subregional Facilities shall be paid for by the DEVELOPERS in the following manner:

**7.1. DEVELOPERS' Subregional Facilities.** The DEVELOPERS agree that they shall pay all costs associated with the design, permitting, and construction of the DEVELOPERS' Subregional Facilities.

**7.2. COUNTY's Subregional Facilities.** The design, permitting and construction of COUNTY's Subregional Facilities are estimated to be ONE MILLION, THREE HUNDRED FIFTEEN THOUSAND AND NO/100 DOLLARS (\$1,315,000.00). This "cost estimate" is subject to future adjustment (either increasing or decreasing) when construction is complete, and the final adjusted actual cost of the design, permitting, and construction of the COUNTY's Subregional Facilities shall be referred to as the "Facility Cost". This "cost estimate" includes interest and closing costs. Subject to receiving a construction loan from a banking institution, the COUNTY agrees to initially pay for the actual costs of design, permitting, and construction of the COUNTY's Subregional Facilities (which, taken together with the interest and closing costs of said construction loan, shall hereafter be referred to as the "Facility Costs"). The DEVELOPERS agree, covenant, and pledge to repay to the COUNTY the Facility Costs over a five (5) year period as follows:

(1) The FIRST DEVELOPER and the SECOND DEVELOPER agree to share the Facility Cost. The FIRST DEVELOPER agrees to pay thirty-nine and 62/100 percent (39.62%) of the Facility Costs of the COUNTY's Subregional facilities (hereafter "FIRST DEVELOPER's Share"). The SECOND DEVELOPER agrees to pay sixty and thirty-eight percent (60.38%) of the Facility Cost of the COUNTY's Subregional Facilities (hereafter "SECOND DEVELOPER's Share").

(2) The current estimate of the FIRST DEVELOPER's Share equals FIVE HUNDRED AND TWENTY-ONE THOUSAND AND NO/100 DOLLARS (\$521,000.00). These Shares will increase or decrease based upon the final, actual Facility Costs and final share percentages. The current estimate of the SECOND DEVELOPER's share equals SEVEN HUNDRED NINETY-FOUR THOUSAND AND NO/100 DOLLARS (\$794,000.00).

(3) The FIRST DEVELOPER agrees, covenants, and pledges to pay annual payments of ONE HUNDRED FOUR THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$104,200.00) per year for five (5) consecutive years. The first such annual payment is due and payable no later than twenty (20) calendar months after the date of execution of this agreement. Each of the four additional, consecutive annual payments shall be due each year thereafter no later than twelve (12) calendar months after the anniversary of the preceding annual payment date. For example, if the first annual payment date is September 1, 1997, the remaining four payment dates shall be September 1, 1998, September 1, 1999, September 1, 2000, and September 1, 2001.

(4) The SECOND DEVELOPER, covenants, and pledges to pay annual payments of ONE HUNDRED FIFTY-EIGHT THOUSAND EIGHT

HUNDRED AND NO/100 DOLLARS (\$158,800.00) per year for five consecutive years. The first such annual payment is due and payable no later than twenty (20) calendar months after the date of utility service being made available which shall be determined by the COUNTY. Each of the four (4) additional, consecutive annual payments shall be due and payable each year thereafter no later than twelve (12) calendar months after the anniversary of the preceding annual payment date, as described in subsection 7.2 above.

(5) Payment of the FIRST DEVELOPER's Share and the SECOND DEVELOPER's Share shall be secured in whole or in part by an irrevocable letter of credit for the term of the DEVELOPERS' obligations in the form attached to and incorporated in this Agreement as Exhibit "L" drawn on a bank doing business in the State of Florida. At least 58.8% of FIRST DEVELOPER's share (which share is \$521,000.00) must be secured by a letter of credit, and FIRST DEVELOPER may opt to have the remainder secured by a security interest in certain properties owned by FIRST DEVELOPER. Also, at least 58.8% of SECOND DEVELOPER's share (which share is \$794,000.00) must be secured by a letter of credit, and SECOND DEVELOPER may opt to have the remainder secured by a security interest in certain properties owned by SECOND DEVELOPER. The valuation of any such properties shall be established by a COUNTY approved appraiser. The delivery of fully executed letters of credit and any and all documents which, in the sole opinion of the COUNTY and its lenders, are sufficient to satisfy the above-referenced security obligations shall be an express condition precedent to any obligations of the COUNTY. The August 30, 1997 deadline set forth in Subsection 4.2 (Interim Wastewater) of this Agreement shall be extended commensurate with the number of days from the date that this Agreement is fully executed to the date that the letters of credit and security interest documents referenced above are fully executed by all parties and accepted by the COUNTY.

(6) The DEVELOPERS shall be entitled to reimbursement for certain oversized capacities within portions of the COUNTY's Subregional Facilities. The FIRST DEVELOPER shall be entitled to up to a total of ONE HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$140,000.00) and SECOND DEVELOPER shall be entitled to up to a total of TWO HUNDRED SIXTEEN THOUSAND AND NO/100 (\$216,000.00) to be paid solely from Water and Wastewater Capital Charges actually paid to the COUNTY by those customers, land owners, or developers purchasing Water Service Capacity or Wastewater Service Capacity produced by the Subregional Facilities during the seven (7) calendar years following the date of utility service loan being satisfied as determined by the COUNTY. The FIRST DEVELOPER shall be entitled to ONE HUNDRED FIFTY-EIGHT AND NO/100 DOLLARS (\$158.00)

and the SECOND DEVELOPER shall be entitled to TWO HUNDRED FORTY-TWO AND NO/100 DOLLARS (\$242.00) from each Water Capital Charge described above actually paid to the COUNTY. The FIRST DEVELOPER shall likewise be entitled to TWO HUNDRED NINETY SEVEN AND NO/100 DOLLARS (\$297.00) and the SECOND DEVELOPER shall be entitled to FOUR HUNDRED FIFTY-FOUR AND NO/100 (\$454.00) for each Wastewater Capital Charge described above actually paid to the COUNTY. The COUNTY's obligation to pay does not constitute a lien or encumbrance on any revenues of the Marion County Water and Wastewater system and shall terminate whether paid in full or not at the end of said seven (7) year period described above.

(7) Notwithstanding anything to the contrary contained in this Agreement, the COUNTY shall not be obligated to provide or continue providing Water Service Capacity and/or Wastewater Service Capacity unless all such capital payments are made by the FIRST DEVELOPER and the SECOND DEVELOPER. The parties further agree that the COUNTY is entering into this agreement based upon the belief it can obtain a bank construction loan to initially pay for the Facility Cost secured by the Letters of Credit. Should the COUNTY for any reason be unable to obtain such financing arrangement and lien, as described in Section 7.2(5) herein, within thirty (30) days from the date of execution of this Agreement, then the COUNTY shall have the option of terminating this Agreement.

(8) The DEVELOPERS shall have the right to review and comment on the design, bid prices, and final project price of the Subregional Facilities.

(9) Notwithstanding the above, the Shares referred to in this subsection 7.2 are estimated and may be subject to future adjustment (either increasing or decreasing) depending upon an amendment to the COUNTY's comprehensive plan that allows the SECOND DEVELOPER to utilize the ERCs of Water Service Capacity and Wastewater Service Capacity allocated under Section 8 hereof. If the COUNTY denies the SECOND DEVELOPER's plan amendment request to be filed by October of 1996, then at the option of the SECOND DEVELOPER, (1) the Shares may remain the same with the SECOND DEVELOPER able to utilize said Water and Wastewater Service Capacities, or (2) the Shares shall be reallocated between the DEVELOPERS, or (3) the excess Water and Wastewater Service Capacities shall be returned to the COUNTY by the SECOND DEVELOPER for resale by the COUNTY with the proceeds of said resale being applied by the COUNTY to repay the SECOND DEVELOPER the difference between its initial Share and its recalculated Share. COUNTY covenants and agrees to support said comprehensive plan amendment in any administrative proceedings that may arise in connection therewith, in accordance with all applicable laws and regulations. Provided, however, that the foregoing shall not be constructed to

be a waiver of any police powers of the COUNTY. The resale of returned capacity shall be accomplished prior to the continued sale of other capacity. The SECOND DEVELOPER must select option (3) above within five (5) years after the date of execution of this Agreement. If option (3) is selected, the COUNTY agrees that the time period described in Subsection 7.2(6) shall be deemed to commence on the date the option (3) is selected. The COUNTY further agrees that any Capacities sold to parties other than the DEVELOPER after selection of option (3) shall be deemed the sale of Capacities, the proceeds of which shall be applied as contemplated hereunder. The COUNTY is not obligated to pay any interest to the SECOND DEVELOPER on any of the monies to be paid should option (3) be exercised under this Subsection.

**SECTION 8. ALLOCATION AND PROVISION OF WATER AND WASTEWATER SERVICE CAPACITY.**

**8.1. Allocation.** Subject to DEVELOPERS' compliance with the terms and conditions of this Agreement and applicable COUNTY rules and payment of applicable capital payments pursuant to Section 7 hereof, the COUNTY hereby agrees to allocate and reserve 395 ERCs of Water Service Capacity and 100 ERCs of Wastewater Service Capacity from the first phase of the Subregional Facilities for use by the FIRST DEVELOPER. Said ERCs shall be for the use of FIRST DEVELOPER on the Dude Ranch. In addition, COUNTY hereby agrees to allocate to SECOND DEVELOPER 400 ERCs of Water Service Capacity (which equals 480 townhome residences) and 400 ERC's of Wastewater Service Capacity (which equals 480 townhome residences) for use by SECOND DEVELOPER on the SECOND DEVELOPER's Property. The Water and Wastewater Service Capacity reserved pursuant to this Agreement shall be made available for use by DEVELOPERS, and their successors and assigns in accordance with applicable COUNTY rules.

**8.2. Provision of Water and Wastewater Service Capacity.** Upon the completed conveyance of easements referenced herein, and construction of applicable Subregional Facilities, payment of applicable rates, fees, and charges, payment of capital payments and the physical connection of a given customer installation to the Marion County Water System and Marion County Wastewater System, the COUNTY agrees to continuously provide Water and Wastewater Service Capacity to DEVELOPERS in accordance with the terms and conditions of this Agreement and its rules. Notwithstanding the above, the COUNTY does not guarantee or warrant any special service, pressure, quality or other facility other than what is required to fulfill a duty of reasonable care to the customers to whom it provides such Water and Wastewater Service Capacities.

**SECTION 9. REMAINING WATER SERVICE AND WASTEWATER SERVICE CAPACITY.** The COUNTY shall have the right to allocate any

**EXHIBIT "A"**

remaining Water Service Capacity and/or Wastewater Service Capacity not allocated pursuant to this Agreement to other users as it determines to be in the public interest. Notwithstanding the other provisions of this Agreement, the COUNTY may otherwise allocate Wastewater Service Capacity in the Subregional Facilities to other users as it determines to be in the public interest and shall not be deemed in default of this Agreement so long as the COUNTY determines that it can provide Water Service Capacity and Wastewater Service Capacity to DEVELOPERS in the volumes required in this Agreement no later than ninety (90) days after receipt of written demand from DEVELOPERS. In addition, COUNTY shall have the unequivocal right to expand the Subregional Facilities.

**SECTION 10. INCORPORATION OF COUNTY POLICIES.** This Agreement shall be read in conjunction with and be subject to all existing and future federal, state, local, and COUNTY laws, rules, and policies applicable to water and wastewater utilities in any manner or form, including without limitation the Marion County Land Development Regulations Code, the Marion County Comprehensive Plan, and other applicable provisions of the Marion County Code.

**SECTION 11. COVENANT NOT TO ENGAGE IN COUNTY BUSINESS.** The DEVELOPERS, as a further consideration for this Agreement, agrees that it shall not (the words "shall not" being used in a mandatory definition) engage in the business of providing Water and Wastewater Service Capacity to their Properties during the period of time the COUNTY, its successors and assigns, provide Water and Wastewater Service Capacities to their Properties, it being the intention of the parties hereto that the foregoing provision shall be a covenant running with the land and under said provision and also under other provisions of this Agreement the COUNTY shall have the sole and exclusive right and privilege to provide Water and Wastewater Service Capacities to their Properties and to the occupants of each residence, building or unit constructed thereon.

**SECTION 12. METER INSTALLATION.** Upon written notification by the DEVELOPERS or its designated agent, the COUNTY shall install a water meter or water meters at the location or locations specified by the DEVELOPERS or their said agent within ten (10) business days for up to fifty (50) meters over any thirty (30) day period. The size and type of water meters installed by the COUNTY shall be in accordance with the standard uniform practice of the COUNTY. In the event of dispute as to the application of such standard uniform practice, the COUNTY shall have the right to install the size and type meter which the COUNTY designates. The COUNTY shall not be obligated to install or connect any water meter for which the meter and meter installation fees have not been paid.

**EXHIDIT "A"**

**PAGE 19 of 57**



**SECTION 13. DISCLAIMERS LIMITATIONS ON LIABILITY.**

**13.1. Status.** THE PARTIES DEEM EACH OTHER TO BE INDEPENDENT CONTRACTORS, AND NOT AGENTS OF THE OTHER.

**13.2. DISCLAIMER OF THIRD PARTY BENEFICIARIES.** THIS AGREEMENT IS SOLELY FOR THE BENEFIT OF AND SHALL BE BINDING UPON THE FORMAL PARTIES HERETO AND THEIR RESPECTIVE AUTHORIZED SUCCESSORS AND ASSIGNS, AND NO RIGHT OR CAUSE OF ACTION SHALL ACCRUE UPON OR BY REASON HEREOF, TO OR FOR THE BENEFIT OF ANY THIRD PARTY NOT A PARTY TO THIS AGREEMENT OR AN AUTHORIZED SUCCESSOR OR ASSIGNEE THEREOF.

**13.3. DISCLAIMER OF SECURITY.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, DEVELOPERS EXPRESSLY ACKNOWLEDGES (1) THAT IT HAS NO PLEDGE OF OR LIEN UPON ANY REAL PROPERTY (INCLUDING, SPECIFICALLY, THE COUNTY'S SYSTEM), ANY PERSONAL PROPERTY, OR ANY EXISTING OR FUTURE REVENUE SOURCE OF THE COUNTY (INCLUDING SPECIFICALLY, ANY REVENUES OR RATES, FEES, OR CHARGES COLLECTED BY THE COUNTY IN CONNECTION WITH THE COUNTY'S SYSTEM) AS SECURITY FOR ANY AMOUNTS OF MONEY PAYABLE BY THE COUNTY UNDER THIS AGREEMENT; AND (2) THAT ITS RIGHTS TO ANY PAYMENTS OR CREDITS UNDER THIS AGREEMENT ARE SUBORDINATE TO THE RIGHTS OF ALL HOLDERS OF ANY STOCKS, BONDS, OR NOTES OF THE COUNTY, WHETHER CURRENTLY OUTSTANDING OR HEREAFTER ISSUED.

**SECTION 14. NOTICE; PROPER FORM.** Any notices required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when (1) hand delivered to the official hereinafter designated, or (2) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to a party at the address set forth opposite the party's name below, or at such other address as the party shall have specified by written notice to the other parties delivered in accordance herewith:

COUNTY: Marion County  
601 S.E. 25th Avenue  
Ocala, FL 34471-2690  
Attention: COUNTY Administrator

with a copy to: Thomas A. Cloud, Esq.  
Gray, Harris & Robinson, P.A.  
201 East Pine Street, Suite 1200  
Orlando, Florida 32801

FIRST DEVELOPER: Joseph Lettelleir  
300 S. Duncan Avenue, Suite 296  
Clearwater, FL 34615

**EXHIBIT "A"**

SECOND DEVELOPER: Johnnie Zacco  
10453 S.W. 62nd Court  
Ocala, FL 34476

**SECTION 15. NOTICES; DEFAULT.** Each of the parties hereto shall give the other party written notice of any defaults hereunder and shall allow the defaulting party (1) thirty (30) days from the date of its receipt of such notice within which to cure any such defaults not related to the payment of money, or to commence and thereafter diligently pursue to completion good faith efforts to effect such cure and to thereafter notify the other party of the actual cure of any such defaults, or (2) ten (10) days from the date of its receipt of such notice within which to cure any such defaults related to the payment of money.

**SECTION 16. ASSIGNMENTS.**

**16.1. Assignments by DEVELOPERS.** Except as expressly provided herein, DEVELOPERS agrees not to assign or transfer all or any portion of this Agreement. The allocation of Water and Wastewater Service Capacity granted to DEVELOPERS may be assigned, transferred, leased, encumbered or disposed of if and only if:

(1) DEVELOPERS has obtained the prior written consent of the COUNTY to such an assignment, sale or disposition, which consent shall not be unreasonably withheld; or

(2) The assignment is in direct connection with a bonafide sale of their Properties or a portion thereof to which the Water and Wastewater Service Capacity reserve relates, and the COUNTY is notified in writing of such assignment; and

(3) The assignee pays all of the COUNTY's legal and administrative costs incurred in connection with such Assignment and assumes all of the duties and obligations of the assignor under this Agreement.

**16.2. Assignments by COUNTY.** The COUNTY 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 entity without consent of DEVELOPERS.

**16.3. Notice of Transfer of DEVELOPERS'S Property.** DEVELOPERS agrees to provide proper written notice to the COUNTY of the actual date of the legal transfer of Water and Wastewater Service Capacity from DEVELOPERS to any third party. DEVELOPERS shall remain responsible for all costs and expenses including utility bills, which arise as a result of DEVELOPERS' failure to notify or improper notification to the COUNTY.

EXHIBIT "A"

**16.4. Binding Agreement or Successors.** This Agreement shall be binding upon and shall inure to the benefit of DEVELOPERS, the COUNTY and their respective successors and assigns.

**SECTION 17. RECORDATION.** The parties hereto agree that an executed copy of this Agreement and Exhibits attached hereto shall be recorded in the Public Records of Marion County, Florida at the expense of DEVELOPERS.

**SECTION 18. APPLICABLE LAW.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

**SECTION 19. SURVIVAL OF COVENANTS.** The rights, privileges, obligations and covenants of DEVELOPERS and the COUNTY shall survive the completion of the work of DEVELOPERS with respect to any phase and to their Properties as a whole.

**SECTION 20. SEVERABILITY.** If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced, and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared severable.

**SECTION 21. RECOVERY OF COSTS AND FEES.** In the event the COUNTY or DEVELOPERS is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees, whether incurred prior to, during or subsequent to such court proceedings or on appeal.

**SECTION 22. AUTHORITY TO EXECUTE AGREEMENT.** The signature by any person to this Agreement shall be deemed a personal warranty by that person that he has the full power and authority to bind any corporation, partnership, or any other business entity for which he purports to act hereunder.

**SECTION 23. TIME OF THE ESSENCE.** Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.

**SECTION 24. ENTIRE AGREEMENT; AMENDMENTS.** This instrument and its exhibits constitute the entire Agreement between the parties and supersedes all previous discussions, understandings, and agreements between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by the parties in writing by formal amendment.

**EXHIBIT "A"**

**SECTION 25. SPECIAL CONDITIONS.** The following Special Conditions are mutually agreed between DEVELOPERS and the COUNTY.

**25.1. Dedication of Existing Water Facilities.** FIRST DEVELOPER hereby dedicates the existing four-inch (4") well, pump, motor, power feed and appurtenances to COUNTY for the purposes of use in the potable water system. FIRST DEVELOPER presently uses this well for agricultural, domestic and construction water purposes and shall continue to do so until such time that the COUNTY notifies FIRST DEVELOPER that the potable system is ready for service.

**25.2. No Charge for Reclaimed Water.** COUNTY and FIRST DEVELOPER contemplate that a second phase of the Subregional Facilities for wastewater will include reclaimed water reuse facilities utilizing the 48 acre spray site and other irrigation facilities on the FIRST DEVELOPER's property, as will be set forth in more detail in Exhibit "M." There shall be no charge for the reclaimed water delivered to FIRST DEVELOPER's property.

**25.3. Reserved Effluent Disposal Capacity.** To the extent that the 48-acre spray field and the other reclaimed water irrigation facilities can accommodate at least 690 ERCs or 207,000 GPD ADF of capacity, then the first 690 ERCs of Reclaimed Water Capacity is reserved for FIRST DEVELOPER on FIRST DEVELOPER's property. If less than 207,000 GPD is permitted as reclaimed water, then all spray irrigation reclaimed water capacity is dedicated to FIRST DEVELOPER. To the extent that more than 207,000 GPD can be permitted for spray irrigation reclaimed water on FIRST DEVELOPER's property, then such capacity after the reserved 690 ERCs shall be dedicated to the COUNTY for utility operational purposes. The construction costs for the spray irrigational reuse system components of the pump station, reclaimed water transmission to the spray field and the 48-acre spray field shall be deferred until such capacity is constructed at the wastewater plant. The spray field shall be phased according to demand.

**25.4. FIRST DEVELOPER's Right to Relocate Spray Field.** FIRST DEVELOPER has the right to relocate the proposed 48-acre spray field and easements associated therewith at FIRST DEVELOPER's total expense with no reduction of capacity and with no interruption of operations for more than 48 hours. Such relocation must result in an operation of the same or lesser cost, the same or additional capacity, and the same or better operating conditions as determined by the COUNTY.

**25.5 Option to Add Lands to SECOND DEVELOPER's Property.** The SECOND DEVELOPER shall have the option to add additional lands to the SECOND DEVELOPER's Property described in Exhibit "B" hereof for up to six (6) months after the date of execution of this Agreement

EXHIBIT "A"

PAGE 23 of 57

without the need to amend this Agreement subject to the following conditions:

(1) Said lands shall be limited to lands adjacent to the SECOND DEVELOPER's Property described in Exhibit "B" hereof,

(2) Provision of Water and Wastewater Service Capacities shall be subject to and contingent upon the SECOND DEVELOPER complying with all conditions precedent as set forth in this Agreement for the receipt of said Capacities, which shall apply to the right to receive such Capacities on said lands in like manner,

(3) Provision for connection of said additional lands to the Water Transmission Facilities and Wastewater Transmission Facilities as then designed and permitted by the COUNTY at no expense to the COUNTY, and

(4) Delivery of written notice to the COUNTY of the intention to exercise such option in accordance with Section 14 hereof.

25.6 Off-Site Easement for Water Transmission Facilities, Wastewater Transmission Facilities, and Reclaimed Water Pipeline.

As a part of its tasks under this Agreement, the COUNTY is seeking an easement to install the Water Transmission Facilities, Wastewater Transmission Facilities, and reclaimed water/effluent pipeline between the SECOND DEVELOPER's Property and the FIRST DEVELOPER's Property. The COUNTY has possession of some but not all of this easement at this time and will use its best efforts to obtain this easement. The cost of this easement shall be included in and added to the cost estimate set forth in Subsection 7.2 hereof of the COUNTY's Subregional Facilities, and said costs shall be shared by the FIRST DEVELOPER and SECOND DEVELOPER on the same percentage basis as set forth in Subsection 7.2(1) hereof. If for any reason the COUNTY determines that it cannot obtain said easement such that it can achieve the time deadline set forth in Subsection 4.2, it shall notify the FIRST DEVELOPER and SECOND DEVELOPER in writing in accordance with Section 14 hereof, and this Agreement shall terminate. The COUNTY must exercise this option to terminate no later than thirty (30) days after the date of execution of this Agreement.

EXHIBIT "A"

PAGE 24 of 57

25.7. Addendum. The following language shall be added to Subsection 7.2(5) of this Agreement:

*Tax if no letter of credit is provided by either DEVELOPER, then there will be no obligation by either DEVELOPER or the COUNTY to take part in any section of this Agreement and the Agreement shall terminate. Either DEVELOPER will have the option of withdrawing from this Agreement with no penalty of any kind. If a letter of credit is provided, this letter of credit will be reduced by the amount of each yearly payment the day the payment is made. The payments paid up as part of this Agreement will be released after the letter of credit have been released.*

10/28/98 (10:17am)

THE RANCHES AGREEMENT

IN WITNESS WHEREOF, the parties hereto have hereunder executed this Agreement on the day and year first above written.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA

Thomas P. Klinker  
Thomas P. Klinker, Clerk

BY: Steve F. Henning  
Steve F. Henning, Chairman

DATE: NOVEMBER 5, 1996

STATE OF FLORIDA  
COUNTY OF MARION

SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me by STEVE F. HENNING, Chairman of the Board of County Commissioners, known to me to be the person described in and who executed the foregoing, this 5th day of NOVEMBER, 1996.

WITNESS my hand and official seal in the County and State last aforesaid this 5th day of NOVEMBER, 1996.



MIRIAM PAULEY  
MY COMMISSION # CC319909 EXPIRES  
October 29, 1997  
BORNED THRU TRUDY ANN INSURANCE, INC.

AFFIX NOTARY STAMP

Miriam Pauley  
Signature of Notary Public

Miriam Pauley  
(Print Notary Name  
My Commission Expires: Oct. 29, 1997  
Commission No.: CC319909

Personally known, or  
 Produced Identification  
Type of Identification Produced

FOR THE USE AND RELIANCE OF MARION COUNTY ONLY. APPROVED AS TO FORM.

November 15, 1996  
Thomas A. Cloud  
Thomas A. Cloud, Utility Counsel

EXHIDIT "A"

PAGE 25 of 57

WITNESSETH:

FIRST DEVELOPER  
BARRETT FAMILY PARTNERSHIP IV,  
LTD.

x Janet B McNeal  
Name: JANET B. McNEAL

BY: [Signature]  
Joseph T. Lettelair  
Attorney in Fact

x April L. Adolf  
Name: APRIL L. ADOLF

DATE: 10/20/96

[CORPORATE SEAL] HA

STATE OF FLORIDA  
COUNTY OF MARION

The foregoing instrument was acknowledged before me this 30th day of October, 1996, by JOSEPH T. LETTELLEIR, as Attorney in Fact of Barrett Family Partnership IV, Ltd., a Florida limited partnership, on behalf of the partnership.

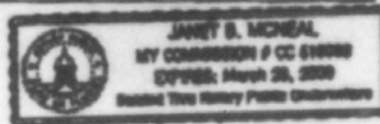
Janet B. McNeal  
Signature of Notary Public

JANET B. McNEAL  
(Print Notary Name)

My Commission Expires: \_\_\_\_\_  
Commission No.: \_\_\_\_\_

Personally known, or  
 Produced Identification  
Type of Identification Produced

AFFIX NOTARY STAMP



EXHIDIT "A"

PAGE 26 of 57

WITNESSETH:

x [Signature]  
Name: THOMAS A. CLOUD

x [Signature]  
Name: G. C. HARTMAN

SECOND DEVELOPER  
CHERRY DEVELOPERS, INC.

BY: [Signature]  
Christopher B. Zacco, its  
President

DATE: November 5, 1996

[CORPORATE SEAL]

STATE OF FLORIDA  
COUNTY OF MARION

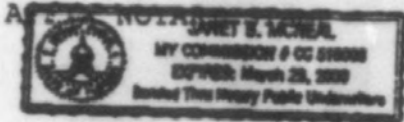
The foregoing instrument was acknowledged before me this 5th  
day of ~~October~~ November, 1996, by CHRISTOPHER B. ZACCO, as President of  
Cherry Developers, Inc., a Florida corporation, on behalf of the  
corporation.

[Signature]  
Signature of Notary Public

JANET B. MCNEAL  
(Print Notary Name)  
My Commission Expires: 3/29/2000  
Commission No.: CC 512003

Personally known, or  
 Produced Identification  
Type of Identification Produced

HA DL# 2-200-102-60-286



F:\DER\AYURD\MARION\JB-CLEAV.AOR

EXHIDIT "A"

PAGE 27 of 57



## EXHIBIT "A"

### PARCEL NO. 1:

The North one-half of the North one-half of Section 19, Township 16 South, Range 21 East, Marion County, Florida, lying South and East of State Road No. 200, LESS AND EXCEPT the following:

The South 550.46 feet and the West 900 feet, as measured at right angles to said State Road 200.

### TOGETHER WITH

The North one-half of Section 20, Township 16 South, Range 21 East, Marion County, Florida, less and except the following:

The Southwest one-quarter of the Northeast one-quarter, the South 25.00 feet thereof, the West 25.00 feet of the Southwest one-quarter of the Northwest one-quarter of Section 20; and the South 25.00 feet of the West 25.00 feet of the Northwest one-quarter of the Northwest one-quarter.

### TOGETHER WITH

The South one-half of the Southeast one-quarter and the South one-half of the Southeast one-quarter of the Southwest one-quarter of Section 17, Township 16 South, Range 21 East, Marion County, Florida, being more particularly described as follows:

Beginning at the Northwest Corner of said Section 20, Township 16 South, Range 21 East, Marion County, Florida; thence South 89°47'15" East along the North Line of said Section 20, a distance of 1,320.85 feet; thence North 00°18'06" East, a distance of 685.08 feet; thence South 89°48'27" East, a distance of 1,321.51 feet; thence North 00°22'20" East, a distance of 685.83 feet; thence North 89°49'28" East, a distance of 2,653.06 feet to the East Line of said Section 17; thence South 00°16'30" West along the East Line of said Section 17, a distance of 1,321.23 feet to the Northeast Corner of said Section 20; thence South 00°22'34" West along the East Line of Section 20, a distance of 2,629.90 feet; thence South 89°57'05" West, a distance of 1,323.61 feet; thence North 00°17'21" East, a distance of 1,298.32 feet; thence South 89°46'24" West, a distance of 1,325.58 feet; thence South 00°12'11" West, a distance of 1,294.19 feet; thence South 89°56'30" West, a distance of 2,619.19 feet; thence North

00°15'54" East, a distance of 1,326.07 feet; thence North 89°50'25" West, a distance of 25.01 feet to the West Line of said Section 20; thence North 00°15'00" East along the West Line of said Section 20, a distance of 525.46 feet; thence North 89°50'25" West, a distance of 2,274.44 feet; thence North 41°43'06" East, a distance of 1,029.43 feet to the North Line of said Section 19; thence East along the North Line of said Section 19, a distance of 1,592.75 feet to the Northwest Corner of said Section 20 and the POINT OF BEGINNING.

**PARCEL NO. 2:**

The South 550.46 feet of the North one-half of the North one-half of Section 19, Township 16 South, Range 21 East, Marion County, Florida, lying South and East of S.R. 200, LESS AND EXCEPT the South 25.00 feet thereof; being more particularly described as follows:

Commencing at the Northeast Corner of said Section 19; thence South 00°15'00" West along the East Line of said Section 19, a distance of 774.74 feet to the POINT OF BEGINNING.

Thence continue South 00°15'00" West along the East Line of said Section 19, a distance of 525.46 feet; thence North 89°50'25" West, a distance of 2,665.21 feet; thence North 89°38'05" West, a distance of 1,272.96 feet to the Easterly Right-of-Way Line of said S.R. 200; thence North 41°43'06" East along the Easterly Right-of-Way Line of said S.R. 200, a distance of 700.00 feet; thence departing from said Easterly Right-of-Way Line, South 89°38'05" East, a distance of 809.80 feet; thence South 89°50'25" East, a distance of 2,664.83 feet to the POINT OF BEGINNING.

**PARCEL NO. 3:**

The West 900 feet, as measured at right angles to S.R. 200, of the North one-half of the North one-half of Section 19, Township 16 South, Range 21 East, Marion County, Florida, lying South and East of S.R. 200, LESS AND EXCEPT the South 550.46 feet thereof; being more particularly described as follows:

Commencing at the Northeast Corner of said Section 19; thence West along the North line of said Section 19, a distance of 1,592.75 feet; thence South 41°43'06" West, a distance of 1,029.43 feet; thence North 89°50'25" West, a distance of 390.39 feet; thence North 89°38'05" West, a distance of 809.80 feet to the Easterly right-of-way line of said S.R. 200; thence North 41°43'06" East along the Easterly right-of-way line of S.R. 200, a distance of 1,022.78 feet to the North line of said Section 19; thence departing said right-of-way line, South 89°26'50"

East along the North line of said Section 19, a distance of 133.07 feet to the North One-Quarter Corner of said Section 19; thence East along the North Line of said Section 19, a distance of 1,071.54 feet to the POINT OF BEGINNING.

Subject to an easement granted to Sumter Electric Cooperative, Inc., filed April 2, 1975 in Official Records Book 680 at page 425 of the Public Records of Marion County, Florida.

Subject to an easement granted to Sumter Electric Cooperative, Inc., filed April 4, 1966 in Official Records Book 267 at page 186 of the Public Records of Marion County, Florida.

Description provided by JB Ranch

**EXHIBIT "B"**

A parcel of land lying in Section 20, 21, 28, and 29, Township 16 South, Range 21 East, Marion County, Florida; being more particularly described as follows:

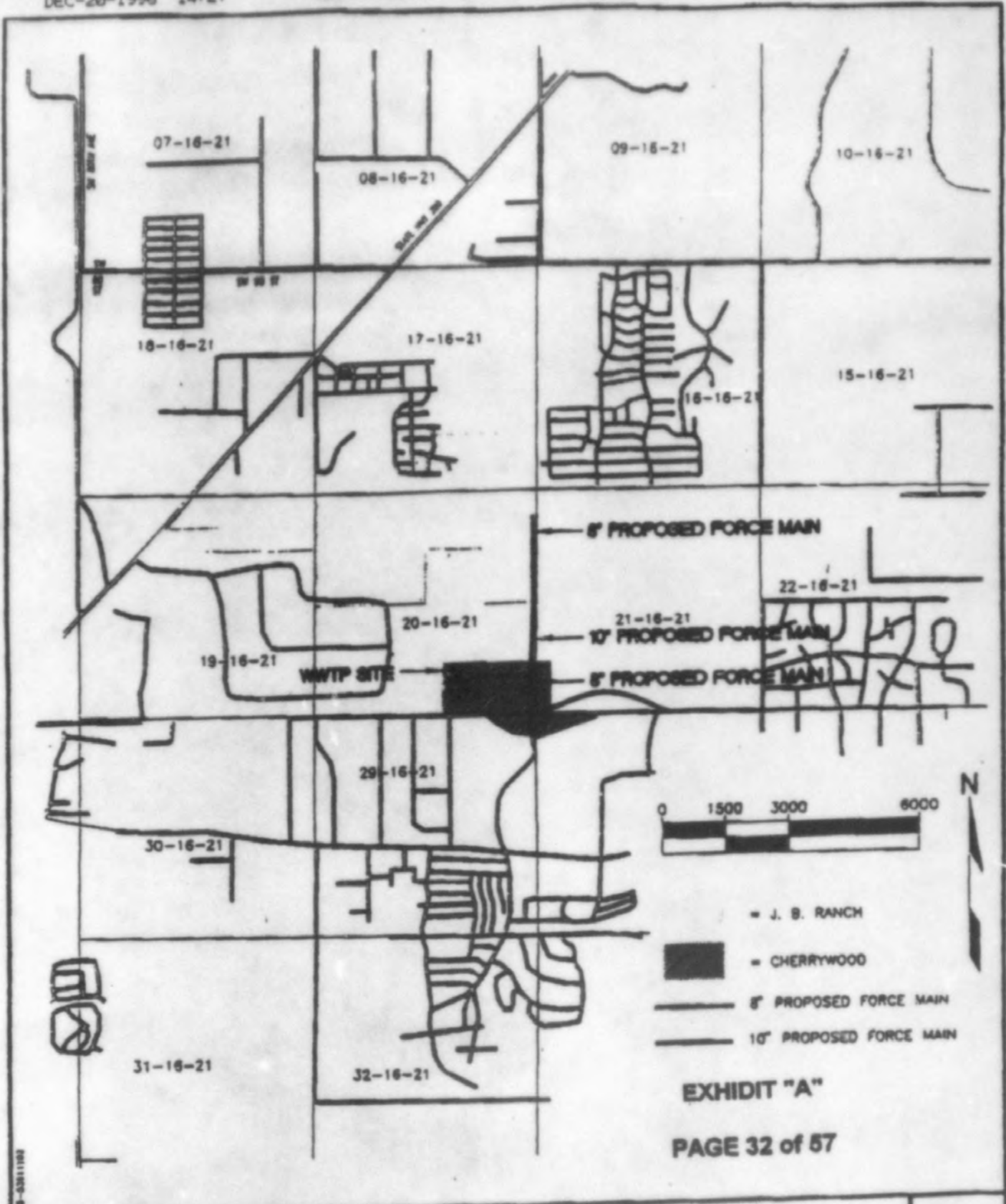
The east 686.00 feet of the north 656.00 feet, less the east 30.00 feet of the north 656.00 feet, of the following described parcel:

Commence at the southeast corner of said Section 20; thence N 89° 50' 57" W, along the south boundary of said section, a distance of 1240.94 feet to a point on the northerly right of way line of Belmont Boulevard, (being an 80.00 foot right of way), as described in Official Records Book 1344, Pages 1733 through 1735 inclusive, of the Public Records of Marion County, Florida, said point also being the point of beginning, thence continue N 89° 50' 57" W, along said south boundary, a distance of 967.74 feet; thence departing said south boundary, N 00° 36' 40" E, a distance of 1214.34 feet; thence S 89° 50' 57" E, parallel with said south boundary, a distance of 2208.76 feet to a point on the east boundary of said Section 20; thence departing said east boundary, S 89° 23' 05" E, a distance of 350.00 feet; thence S 00° 36' 55" W, a distance of 1214.05 feet to a point on the south boundary of said Section 21; thence S 89° 25' 57" E, along said south boundary, a distance of 965.14 feet to a point on the northerly right of way line of the aforesaid Belmont Boulevard; thence S 56° 03' 40" W, along said right of way line, a distance of 191.63 feet to the point of curvature of a curve concave northwesterly and having a radius of 1960.00 feet; thence continue along and with said curve a chord bearing and distance of S 69° 51' 20" W, 934.67 feet to the point of tangency of said curve; thence continue along said northerly right of way line, S 83° 38' 59" W, a distance of 469.19 feet to the point of curvature of a curve concave northerly, having a radius of 960.00 feet; thence continue along said northerly right of way line, northwesterly along and with said curve a chord bearing and distance of N 73° 05' 55" W, 757.96 feet to the point of tangency of said curve; thence continue along said northerly right of way line, N 49° 50' 49" W, a distance of 429.12 feet to the point of beginning, together with that portion of the aforesaid Belmont Boulevard, (being 80.00 feet wide), lying south of and adjacent to the above described lands.

Containing 9.880 acres, more or less.

EXHIBIT "A"

PAGE 31 of 57



EXHIDIT "A"  
PAGE 32 of 57

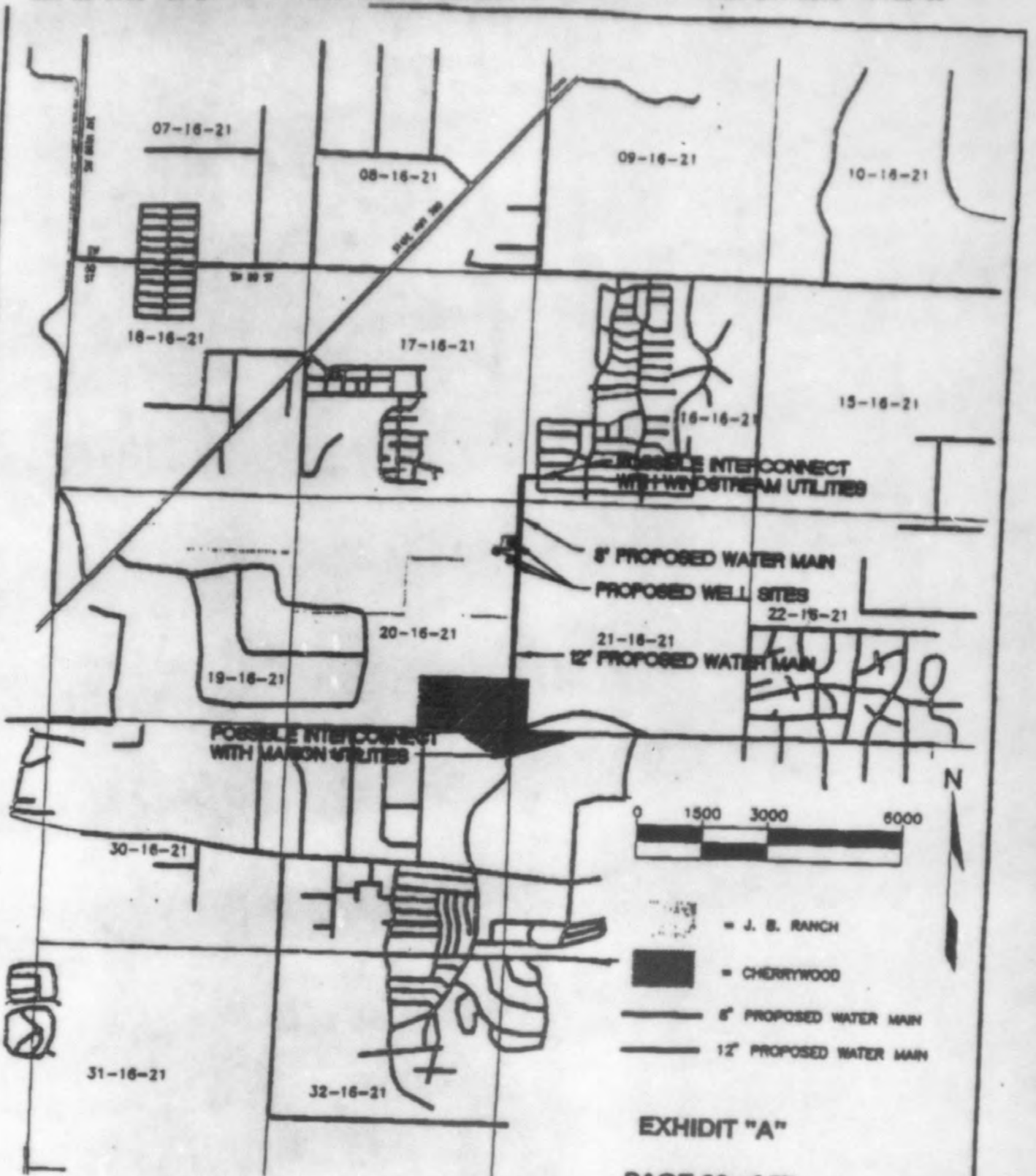
58-4381193



**HARTMAN & ASSOCIATES, INC.**  
 engineers, hydrogeologists, surveyors & management consultants  
 201 EAST PALM STREET - SUITE 1100 - ORLANDO, FL 32801  
 TELEPHONE (407) 620-3700 - FAX (407) 620-3700

WASTEWATER FACILITIES

EXHIBIT  
C



EXHIDIT "A"

PAGE 33 of 57

**HARTMAN & ASSOCIATES, INC.**  
 engineers, hydrogeologists, surveyors & environmental consultants  
 201 EAST PINE STREET - SUITE 1000 - GAITHERSBURG, MD 20878  
 TELEPHONE (410) 620-2000 - FAX (410) 620-0700

WATER FACILITIES

EXHIBIT D

DEC-20-1996 14:27

GARRY HARRIS ROBINSON PR

407 244 5690 74/91

FUTURE WELL # 3

PROPOSED WELL # 1  
W/ CHLORINATION SYSTEM  
AND AUXILIARY GENERATOR

PROPOSED WELL # 2  
W/ CHLORINATION SYSTEM

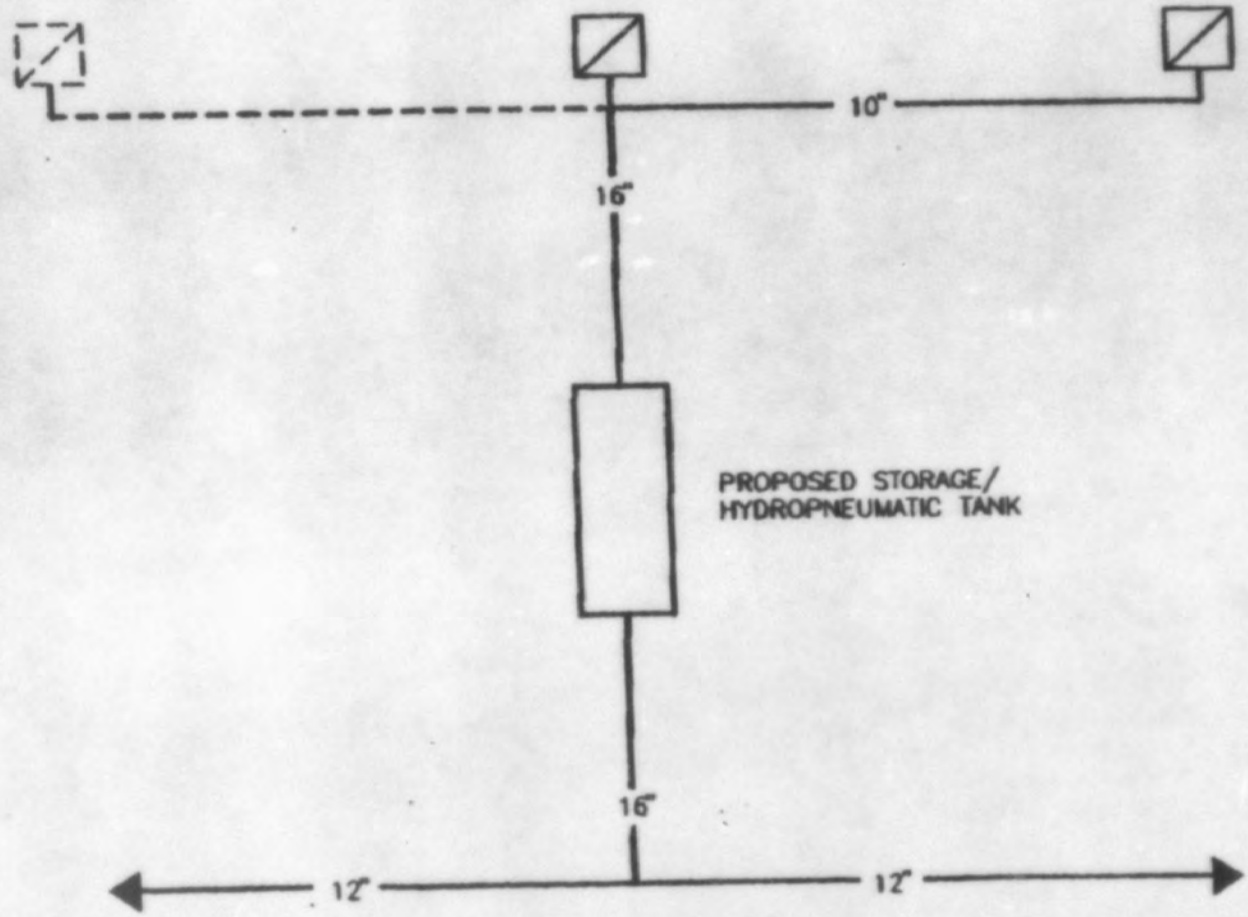


EXHIBIT "A"

PAGE 34 OF 57

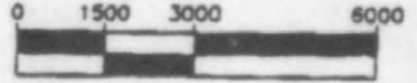
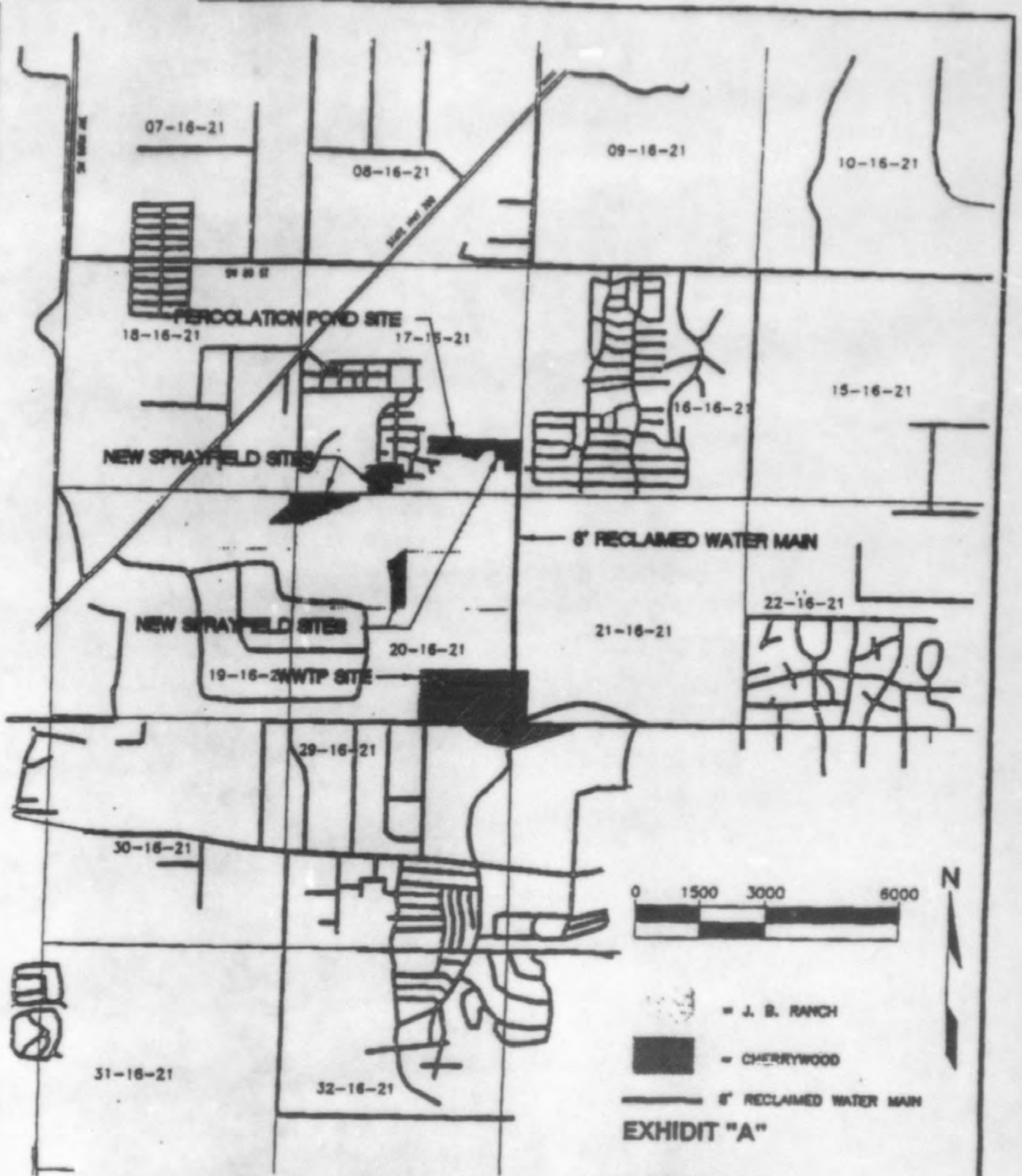
M-1231175




EXHIBIT



**HARTMAN & ASSOCIATES, INC.**  
 engineers, hydrogeologists, surveyors & management consultants  
 201 East Pine Street - Suite 1000 - Orlando, FL 32801  
 Orlando (407) 830-3050 - Fax (407) 830-3700

WATER TREATMENT FACILITIES SCHEMATIC



-  = J. B. RANCH
-  = CHERRYWOOD
-  = 8" RECLAIMED WATER MAIN

EXHIDIT "A"

PAGE 35 of 57



**HARTMAN & ASSOCIATES, INC.**  
 engineers, hydrogeologists, surveyors & management consultants  
 301 EAST PINE STREET - SUITE 1000 - ORLANDO, FL 32801  
 TELEPHONE (407) 628-2000 - FAX (407) 628-2700

RECLAIMED WATER FACILITIES

EXHIBIT F



**EXHIBIT "G"****PROPOSED WASTEWATER TREATMENT PLANT SITE**

A parcel of land lying in Sections 20, 21, 28 and 29, Township 16 South, Range 21 East, Marion County, Florida; being more particularly described as follows:

The West 656.00 feet of the North 656.00 feet of the following described parcel:

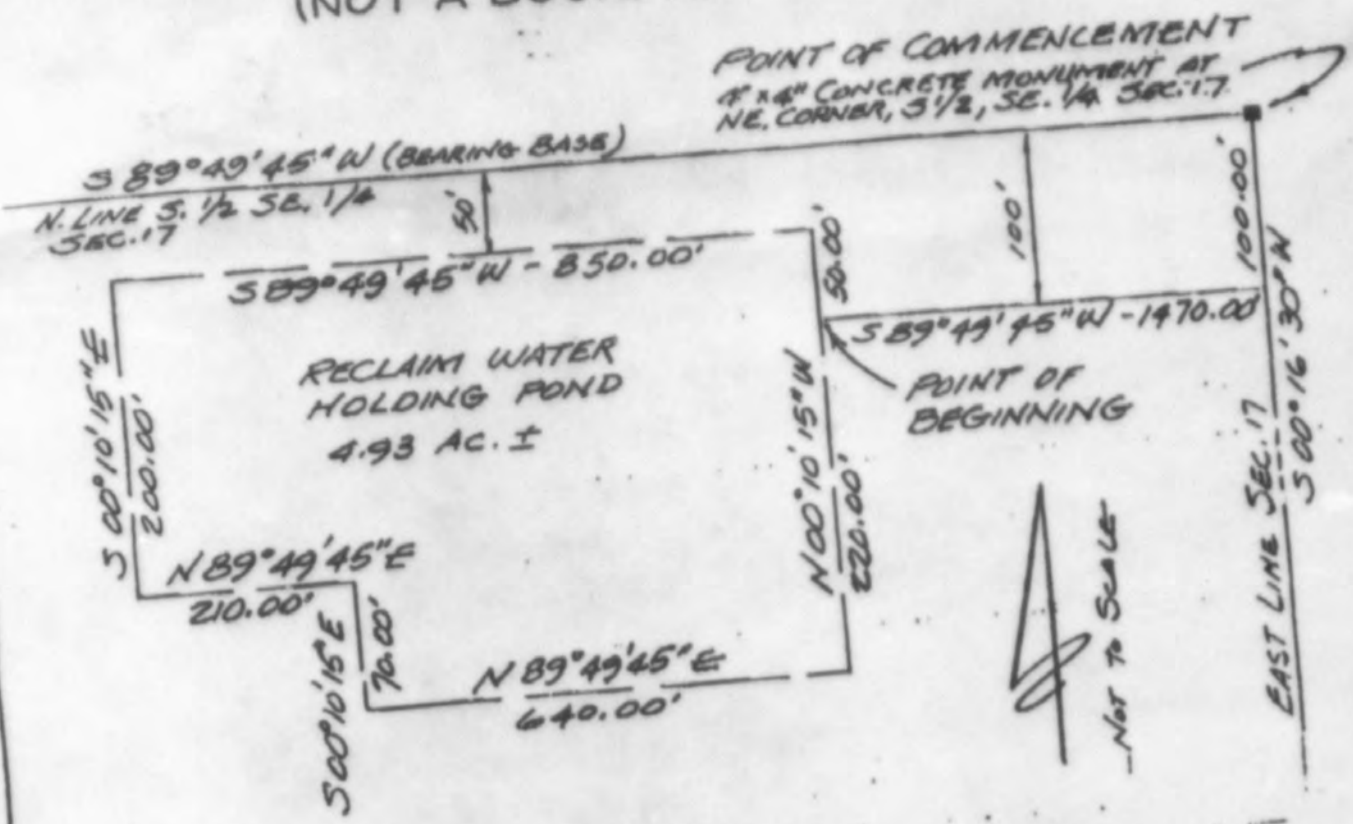
Commence at the Southeast corner of said Section 20; thence  $N89^{\circ}50'57''W$ , along the South boundary of said Section, a distance of 1,240.94 feet to a point on the Northerly right-of-way line of Belmont Boulevard (being an 80.00 foot right-of-way), as described in Official Records Book 1344, pages 1733 through 1736 inclusive, of the Public Records of Marion County, Florida, said point also being the point of beginning. Thence continue  $N89^{\circ}50'57''W$ , along said South boundary, a distance of 967.74 feet; thence departing said South boundary,  $N00^{\circ}36'40''E$ , a distance of 1,214.34 feet; thence  $S89^{\circ}50'57''E$ , parallel with said South boundary, a distance of 2,208.78 feet to a point on the East boundary of said Section 20; thence departing said East boundary,  $S89^{\circ}23'05''E$ , a distance of 350.00 feet; thence  $S00^{\circ}36'55''W$ , a distance of 1,214.05 feet to a point on the South boundary of said Section 21; thence  $S89^{\circ}25'57''E$ , along said South boundary, a distance of 965.14 feet to a point on the Northerly right-of-way line of the aforesaid Belmont Boulevard; thence  $S56^{\circ}03'40''W$  along said right-of-way line, a distance of 191.63 feet to the point of curvature of a curve concave Northwesterly and having a radius of 1,960.00 feet; thence continue along and with said curve a chord bearing and distance of  $S59^{\circ}51'20''W$ , 934.67 feet to the point of tangency of said curve; thence continue along said Northerly right-of-way line,  $S83^{\circ}38'59''W$ , a distance of 469.19 feet to the point of curvature of a curve concave Northerly, having a radius of 960.00 feet; thence continue along said Northerly right-of-way line, Northwesterly along and with said curve a chord bearing and distance of  $N73^{\circ}05'55''W$ , 757.96 feet to the point of tangency of said curve; thence continue along said Northerly right-of-way line,  $N49^{\circ}50'49''W$ , a distance of 429.12 feet to the POINT OF BEGINNING, together with that portion of the aforesaid Belmont Boulevard (being 80.00 feet wide), lying South of and adjacent to the above described lands.

Containing 9.880 acres, more or less.

EXHIBIT "A"

PAGE 36 of 57

SKETCH OF DESCRIPTION  
 (NOT A BOUNDARY SURVEY)



SURVEYOR'S DESCRIPTION - RECLAIM WATER HOLDING POND

A Parcel of Land over, under and across a portion of the South One-Half of the Southeast One-Quarter of Section 17, Township 16 South, Range 21 East, Marion County, Florida, being more particularly described as follows:

Commence at a 4" x 4" concrete monument at the Northeast Corner of the South One-Half of the Southeast One-Quarter of said Section 17; thence South 00°16'30" West along the East Line of said Section 17, a distance of 100.00 feet; thence South 89°49'45" West, parallel with and 100.00 feet Southerly of the North Line of the South One-Half of the Southeast One-Quarter of said Section 17, a distance of 1,470.00 feet to the Point of Beginning;

Thence North 00°10'15" West, a distance of 50.00 feet; thence South 89°49'45" West, parallel with and 50.00 feet Southerly of the North Line of the South One-Half of the Southeast One-Quarter of said Section 17, a distance of 850.00 feet; thence South 00°10'15" East, a distance of 200.00 feet; thence North 89°49'45" East, a distance of 210.00 feet; thence South 00°10'15" East, a distance of 70.00 feet; thence North 89°49'45" East, a distance of 640.00 feet; thence North 00°10'15" West, a distance of 220.00 feet to the Point of Beginning.

Said lands containing 4.93 Acres, more or less.

Said lands situate, lying and being in Marion County, Florida.

EXHIBIT "A"

PAGE 37 of 57

EXHIBIT "H"

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT: This sketch has been prepared under my immediate supervision and is an accurate depiction of the description shown hereon, and complies with the latest Minimum Technical Standards for Land Surveys as promulgated by the Florida State Board of Professional Surveyors and Mappers, Chapter 6101-6.006(1), F.A.C. And is correct to the best of my knowledge and belief. Subject to all notes and notations shown hereon. Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper the drawing, sketch, plat or map is for informational purposes only and is not valid.

CHARLOTTE ENGINEERING AND SURVEYING, INC.

10/24/90  
 DATE  
 By: GARY HOFFMAN  
 Professional Surveyor & Mapper  
 No. 4908 State of Florida

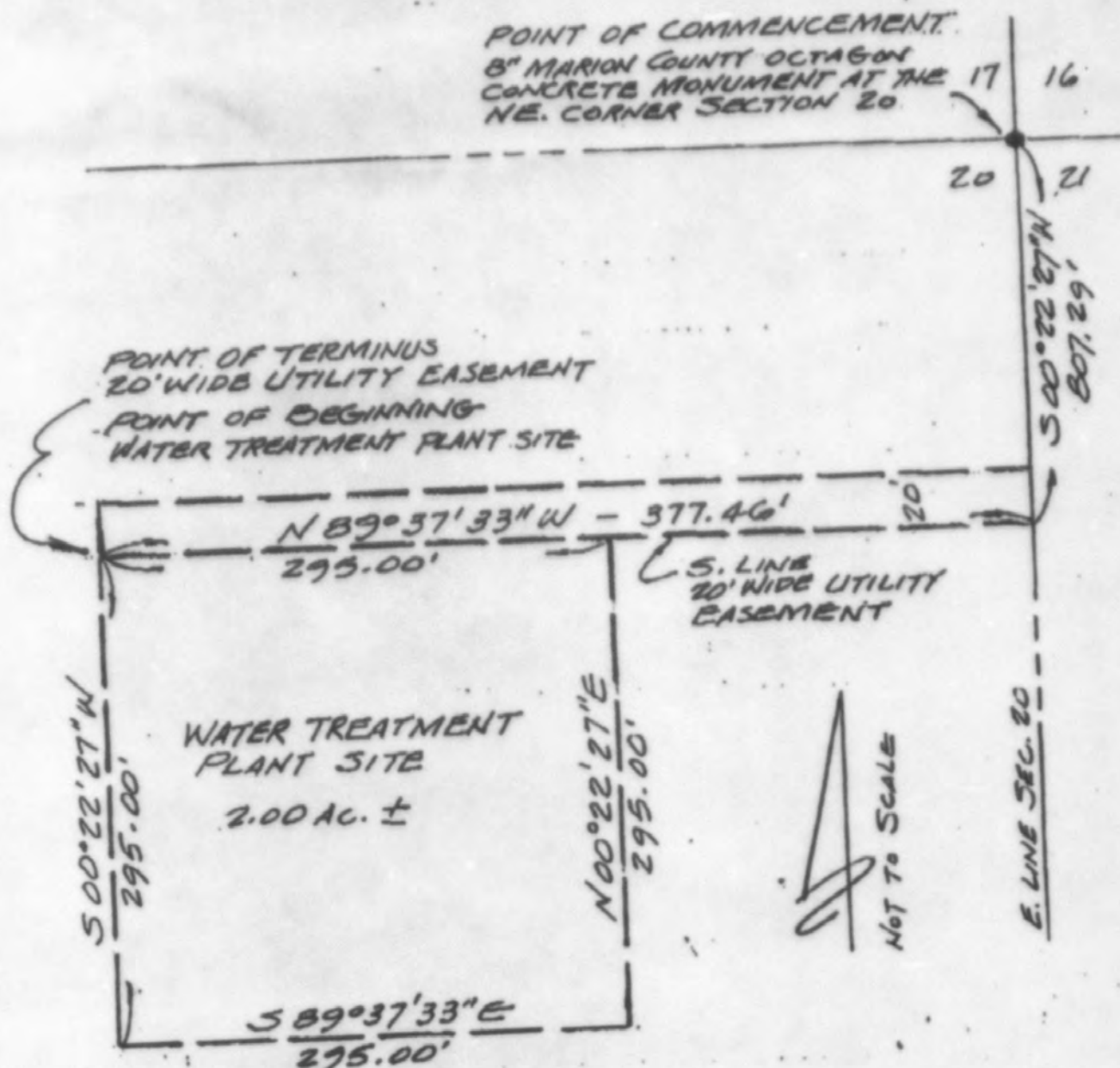
1 of 1

PROJECT NO. 10486	DRAWN BY: GH	CHECKED BY:	DRAWING NO.	FLORIDA CORP. REG. NO. 2804	PG.	SCALE: None
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# CHARLOTTE ENGINEERING AND SURVEYING INC.

CIVIL ENGINEERS - LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS  
1700 EL JOBEAN ROAD, PORT CHARLOTTE, FLORIDA 33948 (941) 629-2552

## SKETCH OF DESCRIPTION (NOT A BOUNDARY SURVEY)



EXHIDIT "A"

PAGE 38 of 57

### SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT: This sketch has been prepared under my immediate supervision and is an accurate depiction of the description shown hereon, and complies with the latest Minimum Technical Standards for Land Surveyors as promulgated by the Florida State Board of Professional Surveyors and Mappers, Chapter 6007-6.000(1), F.A.C. And is correct to the best of my knowledge and belief. Subject to all notes and notations shown hereon. Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper this drawing, sketch, plat or map is for informational purposes only and is not valid.

CHARLOTTE ENGINEERING AND SURVEYING, INC.

10/28/96  
DATE  
By: GARY HOFFMAN  
Professional Surveyor & Mapper  
No. 4808 State of Florida

EXHIBIT "I"

SHEET 1 OF 2

FLORIDA CORP. REG. NO. 2904

PROJECT NO. 10486	DRAWN BY: GH	CHECKED BY:	DRAWING NO.	FS.	SCALE: NONE
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# Charlotte Engineering and Surveying, Inc.

1700 El Jobean Road, Port Charlotte, Florida 33948  
813-629-2552 / Fax: 813-743-8298 / Ft Myers: 813-936-0222

## SURVEYOR'S DESCRIPTION -20' WIDE UTILITY EASEMENT:

An Easement over, under and across a portion of Section 20, Township 16 South, Range 21 East, Marion County, Florida, said Easement being a strip of land having a width of 20.00 feet, the Southerly Line of said Easement being more particularly described as follows:

Commence at the Northeast Corner of said Section 20, said Corner being marked by an 8" Marion County octagon concrete monument; thence South  $00^{\circ}22'27''$  West, along the East Line of said Section 20, a distance of 807.29 feet to the Point of Beginning of said Southerly Line:

Thence North  $89^{\circ}37'33''$  West, a distance of 377.46 feet to the Point of Terminus of said Southerly Line.

Said lands situate lying and being in Marion County, Florida.

## SURVEYOR'S DESCRIPTION - PROPOSED WATER TREATMENT PLANT SITE:

A Parcel of Land over, under and across a portion of Section 20, Township 16 South, Range 21 East, Marion County, Florida; being more particularly described as follows:

Commence at the Northeast Corner of said Section 20, said Corner being marked by an 8" Marion County octagon concrete monument; thence South  $00^{\circ}22'27''$  West, along the East Line of said Section 20, a distance of 807.58 feet; thence North  $89^{\circ}37'33''$  West, a distance of 377.46 feet to the Point of Beginning:

Thence South  $00^{\circ}22'27''$  West, a distance of 295.00 feet; thence South  $89^{\circ}37'33''$  East, a distance of 295.00 feet; thence North  $00^{\circ}22'27''$  East, a distance of 295.00 feet; thence North  $89^{\circ}37'33''$  West, a distance of 295.00 feet to the Point of Beginning.

Said lands containing 2.0 Acres, more or less.

Said lands situate lying and being in Marion County, Florida.

EXHIBIT "A"

PAGE 39 of 57

EXHIBIT "I"

SHEET 2 OF 2

PROJ. No. 10486

TOTAL P.02

# CHARLOTTE ENGINEERING AND SURVEYING INC.

CIVIL ENGINEERS - LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS  
1700 EL JOBEAN ROAD, PORT CHARLOTTE, FLORIDA 33948 (941) 629-2552

## SKETCH OF DESCRIPTION (NOT A BOUNDARY SURVEY)

POINT OF COMMENCEMENT  
IS MARION COUNTY OCTAGON  
CONCRETE MONUMENT AT THE  
NE CORNER SECTION 20

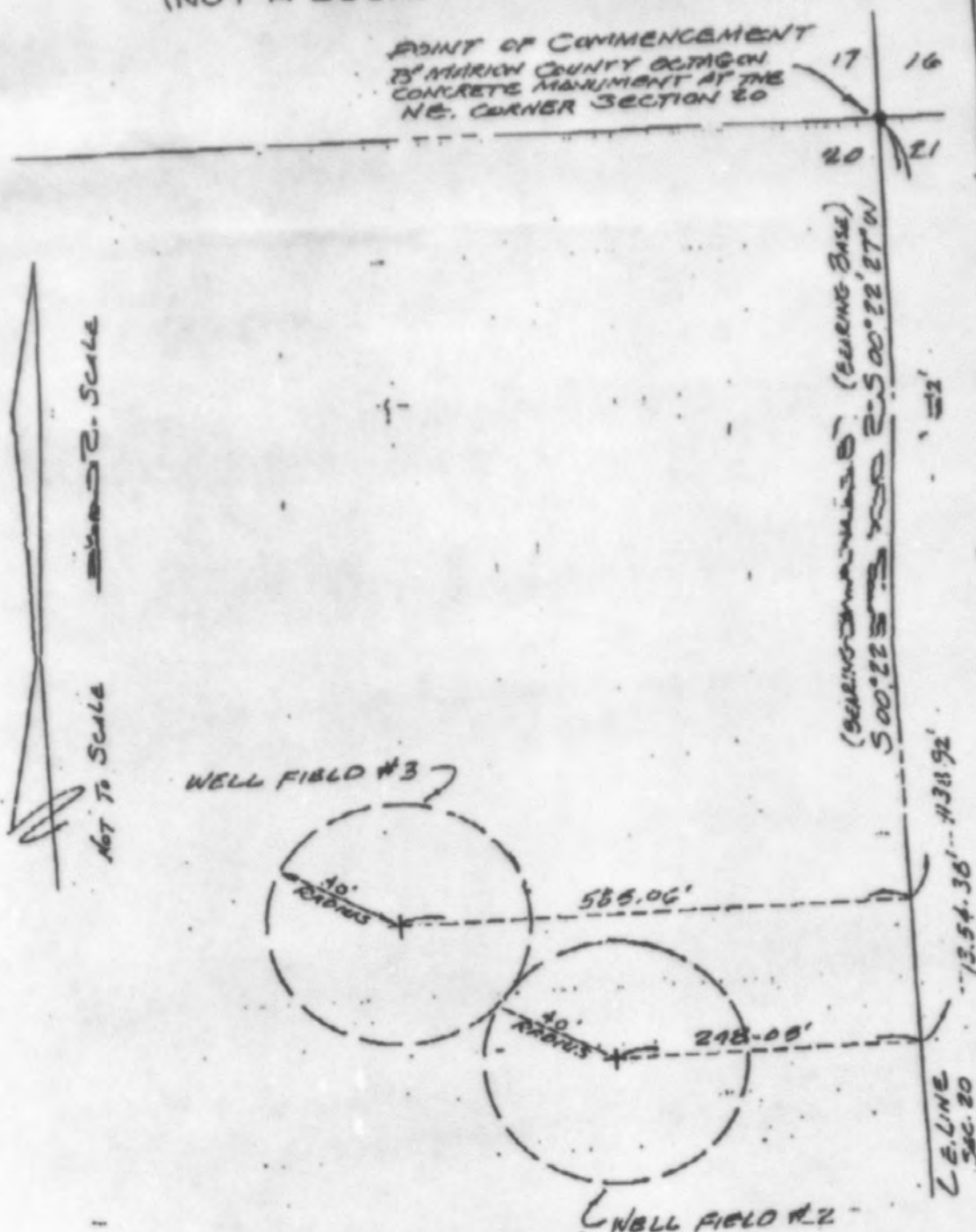


EXHIBIT "A"

PAGE 40 of 57

### SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT: This sketch has been prepared under my immediate supervision and in an accurate depiction of the generalty shown herein, and complies with the latest minimum technical standards for Land Surveys as promulgated by the Florida State Board of Professional Surveyors and Mapmakers, Florida State Board of Professional Surveyors and Mapmakers, Florida State Board of Professional Surveyors and Mapmakers, Florida State Board of Professional Surveyors and Mapmakers, Florida State Board of Professional Surveyors and Mapmakers. Unless it bears the signature and the original raised seal of a Florida Licensed Surveyor and Mapper, this drawing, sketch, map or map is for informational purposes only and is not valid.

CHARLOTTE ENGINEERING AND SURVEYING, INC.

*[Signature]*  
DATE: 10/24/96  
By: C. GARY HOFFMAN  
Professional Surveyor & Mapper  
No. 4000 State of Florida

EXHIBIT "J"

SHEET 1 OF 2		PROJECT NO. 10986	DRAWN BY: GH	CHECKED BY:	DATE: 10/24/96	SCALE: NONE
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# Charlotte Engineering and Surveying, Inc.

1700 El Jobean Road, Port Charlotte, Florida 33948  
813-629-2552 / Fax: 813-743-8298 / Ft Myers: 813-936-0222

## SURVEYOR'S DESCRIPTION - WELL FIELD #2:

A Parcel of Land over, under and across a portion of Section 20, Township 16 South, Range 21 East, Marion County, Florida, said Parcel of land being a 40.00 feet radius circle, the Radius Point of which being located as follows:

Commence at the Northeast Corner of said Section 20, as marked by an 8" Marion County octagon concrete monument; thence South  $00^{\circ}22'27''$  West along the East Line of said Section 20, a distance of 1,354.38 feet; thence North  $89^{\circ}37'33''$  West, a distance of 248.05 feet to said Radius Point.

Said lands situate, lying and being in Marion County, Florida.

## SURVEYOR'S DESCRIPTION - WELL FIELD #3:

A Parcel of land over, under and across a portion of Section 20, Township 16 South, Range 21 East, Marion County, Florida, said Parcel of land being a 40.00 feet radius circle, the Radius Point of which being located as follows:

Commence at the Northeast Corner of said Section 20, as marked by an 8" Marion County octagon concrete monument; thence South  $00^{\circ}22'27''$  West along the East Line of said Section 20, a distance of 1,138.92 feet; thence North  $89^{\circ}37'33''$  West, a distance of 585.06 feet to said Radius Point.

Said lands situate, lying and being in Marion County, Florida.

EXHIBIT "A".

PAGE 41 of 57

EXHIBIT "J"

SHEET 2 OF 2

PROJ. No. 10486

CHARLOTTE ENGINEERING AND SURVEYING INC.  
 CIVIL ENGINEERS - LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS  
 1700 EL JOBEAN ROAD, PORT CHARLOTTE, FLORIDA 33048 (941) 629-2662

SKETCH OF DESCRIPTION  
 (NOT A BOUNDARY SURVEY)



SURVEYOR'S DESCRIPTION - LAND SPRAY UTILITY BASEMENT (AREA #1)

An Easement over, under and across a portion of Sections 19 and 20, Township 16 South, Range 21 East, Marion County, Florida; Being more particularly described as follows:

Commencing at a 8" Octagon concrete monument at the Northwest corner of said Section 20; Thence South 00°15'41" West along the West line of said Section 20, a distance of 50 feet to the point of beginning;

Thence South 89°47'15" East along a line parallel with and 50.00 feet Southerly of the North line of said Section 20, a distance of 1398.86 feet; Thence South 00°16'58" West, a distance of 47.22 feet; Thence South 24°15'14" East, a distance of 25.00 feet to the Northerly line of proposed Tract B according to the proposed Plat of JIB RANCH; Thence South 65°44'46" West, along said Northerly line of said proposed Tract B, a distance of 30.00 feet; Thence North 24°15'14" West, a distance of 25.00 feet; Thence South 65°44'46" West, a distance of 1374.61 feet; Thence North 89°47'15" West, a distance of 735.54 feet; Thence North 00°12'45" East, a distance of 36.12 feet; Thence North 48°56'42" East, a distance of 586.75 feet; Thence North 00°12'45" East, a distance of 205.83 feet; Thence South 89°47'15" East a distance of 174.20 feet to the Point of Beginning.

Said easement containing 16.51 Acres, more or less.

Said lands situate, lying and being in Marion County, Florida.



EXHIBIT "A"

PAGE 42 of 57

EXHIBIT "K"

1 of 4

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT: This sketch has been prepared under my immediate supervision and is an accurate depiction of the data shown herein and complies with the latest Minimum Technical Standards for Land Surveys as promulgated by the Florida State Board of Professional Surveyors and Mappers, Chapter 60E1-6.0000, F.S.C. and is correct to the best of my knowledge and belief. Subject to all rules and notations shown herein. Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper, this drawing, sketch, plat or map is for informational purposes only and is not valid.

CHARLOTTE ENGINEERING AND SURVEYING, INC.

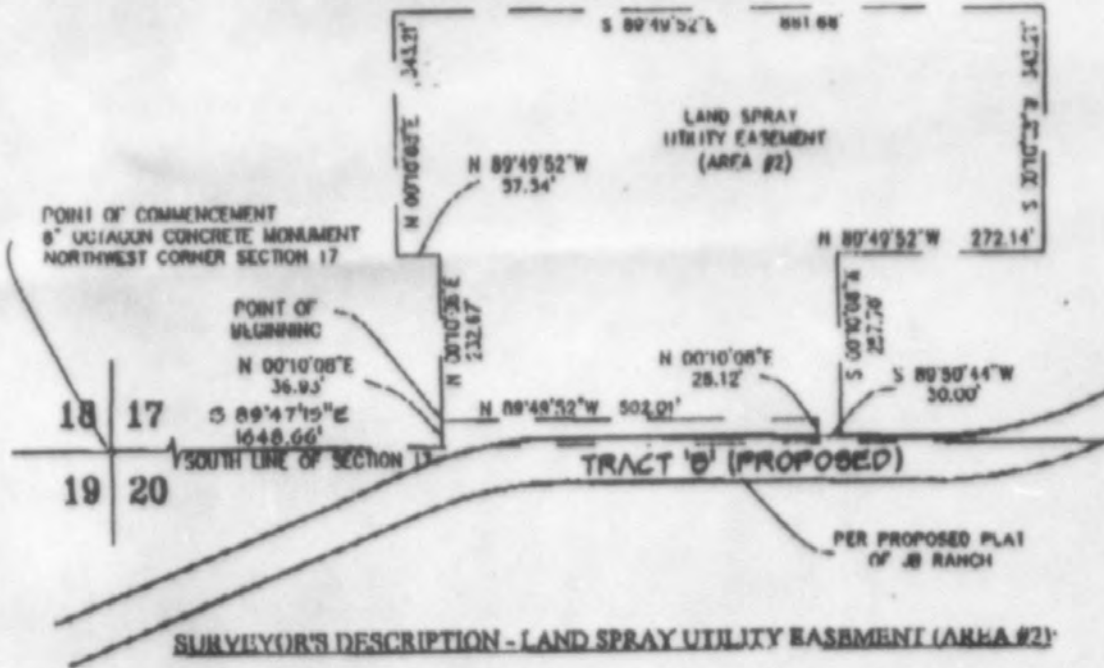
*[Signature]*  
 DATE \_\_\_\_\_  
 By: G. BARTY HOFFMAN  
 Professional Surveyor & Mapper  
 No. 4999 State of Florida

PROJECT NO. 10486-3	DRAWN BY MLP	CHECKED BY G.N.	DATE 12/11/04	SCALE 1" = 300'
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# CHARLOTTE ENGINEERING AND SURVEYING INC.

CIVIL ENGINEERS - LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS  
1700 EL JOBEAN ROAD, PORT CHARLOTTE, FLORIDA 33048 (941) 629-7002

## SKETCH OF DESCRIPTION (NOT A BOUNDARY SURVEY)



### SURVEYOR'S DESCRIPTION - LAND SPRAY UTILITY EASEMENT (AREA #2)

An Easement over, under and across a portion of Section 17, Township 16 South, Range 21 East, Marion County, Florida; being more particularly described as follows:

Commence at an 8" octagon concrete monument at the Southwest Corner of said Section 17, thence South 89°47'15" East, along the South Line of said Section 17, a distance of 1,648.66 feet; thence North 00°10'08" East, a distance of 36.93 feet to the Point of Beginning;

Thence continue North 00°10'08" East, a distance of 232.67 feet; thence North 89°49'52" West, a distance of 57.54 feet; thence North 00°10'08" East, a distance of 343.21 feet; thence South 89°49'52" East, a distance of 861.68 feet; thence South 00°10'08" West, a distance of 343.21 feet; thence North 89°49'52" West, a distance of 272.14 feet; thence South 00°10'08" West, a distance of 257.70 feet to the Northerly Line of Proposed Tract B, according to the Proposed Plat of JB Ranch; thence South 89°59'44" West, along the said Northerly Line of said Proposed Tract B, a distance of 30.00 feet; thence North 00°10'08" East, a distance of 25.12 feet; thence North 89°49'52" West, a distance of 502.01 feet to the Point of Beginning.

Said easement containing 9.618 Acres, more or less

EXHIBIT "A"

PAGE 43 of 57

Said lands situate, lying and being in Marion County, Florida.

EXHIBIT "K"

### SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT: This sketch has been prepared under my immediate supervision and is an accurate depiction of the description shown herein, and complies with the latest Minimum Technical Standards for Land Surveys as promulgated by the Florida State Board of Professional Surveyors and Mappers, Chapter 60D-6.0001, F.A.C. and is correct to the best of my knowledge and belief. Subject to all notes and notations shown herein. Unless it bears the signature and the original raised seal of a Florida Licensed Surveyor and Mapper, this drawing, sketch, plat or map is for informational purposes only and is not valid.

CHARLOTTE ENGINEERING AND SURVEYING, INC.

DATE: 10/24/96  
BY: CIGARY NOTMAN  
Professional Surveyor & Mapper  
No. 3889 State of Florida

2 of 4

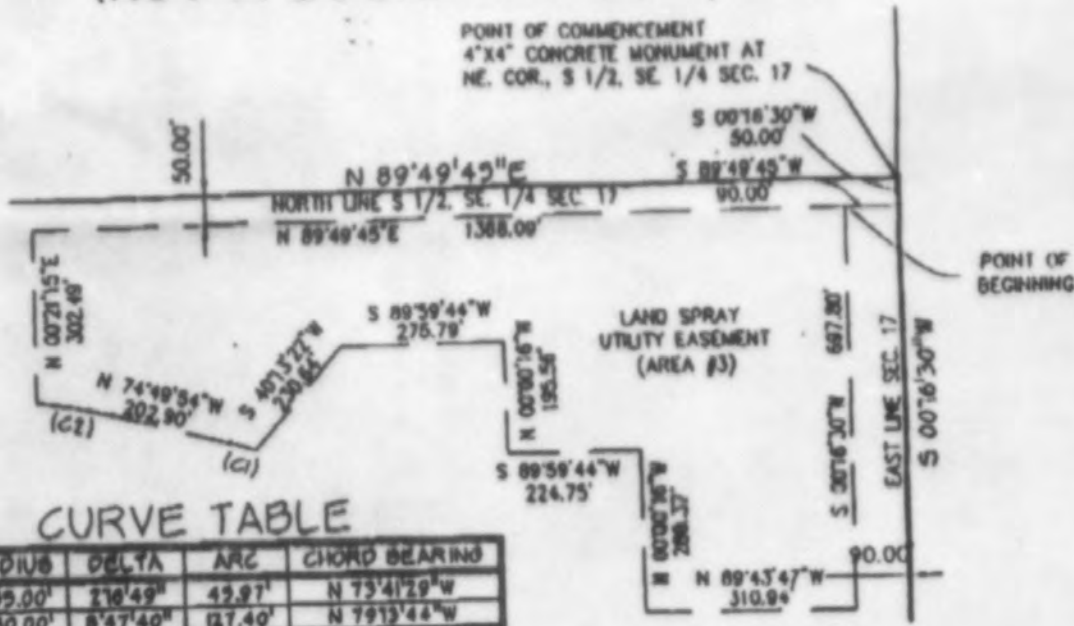
PROJECT NO. 10486-3	DRAWN BY KLP	CHECKED BY GN	DRAWN BY	DATE	SCALE 1"=200'
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# CHARLOTTE ENGINEERING AND SURVEYING INC.

CIVIL ENGINEERS - LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS  
 1700 EL JOBEAN ROAD, PORT CHARLOTTE, FLORIDA 33948 (941) 629-2552

## SKETCH OF DESCRIPTION (NOT A BOUNDARY SURVEY)



CURVE TABLE

NO.	RADIUS	DELTA	ARC	CHORD BEARING
C1	1155.00'	2°16'49"	45.97'	N 73°41'29"W
C2	830.00'	8°47'40"	127.40'	N 79°13'44"W

### SURVEYOR'S DESCRIPTION - LAND SPRAY UTILITY EASEMENT (AREA #3):

An Easement over, under and across a portion of the South One-Half of the Southeast One-Quarter of Section 17, Township 16 South, Range 21 East, Marion County, Florida; being more particularly described as follows:

Commence at a 4" x 4" concrete monument at the Northeast Corner of the South One-Half of the Southeast One-Quarter of said Section 17; thence South 00°16'30" West, along the East Line of said Section 17, a distance of 50.00 feet; thence South 89°49'45" West, parallel with and 50.00 feet Southerly of the North Line of the South One-Half of the Southeast One-Quarter of said Section 17, a distance of 90.00 feet to the Point of Beginning;

Thence South 00°16'30" West, parallel with and 90.00 feet Westerly of the East Line of Section 17, a distance of 697.80 feet; thence North 89°43'47" West, a distance of 310.94 feet; thence North 00°00'16" West, a distance of 280.37 feet; thence South 89°59'44" West, a distance of 224.75 feet; thence North 00°00'16" West, a distance of 195.56 feet; thence South 89°59'44" West, a distance of 275.79 feet; thence South 40°13'22" West, a distance of 230.64 feet to a point on a circular curve, concave Southwesterly having as elements, a central angle of 2°16'49", a radius of 1,155.00 feet and a chord bearing of North 73°41'29" West; thence Northwesterly along the arc of said curve, a distance of 45.97 feet; thence North 74°49'54" West, a distance of 202.90 feet to the point of curvature on a circular curve, concave Southwesterly having as elements, a central angle of 8°47'40", a radius of 830.00 feet and a chord bearing of North 79°13'44" West; thence Northwesterly along the arc of said curve, a distance of 127.40 feet; thence North 00°21'15" East, a distance of 302.49 feet; thence North 89°49'45" East, parallel with and 50.00 feet Southerly of the North Line of the said South One-Half of the Southeast One-Quarter of said Section 17, a distance of 1,368.09 feet to the Point of Beginning.

Said Easement containing 13.09 Acres, more or less.

Said lands situate, lying and being in Marion County, Florida.

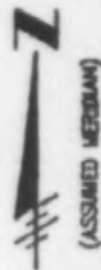


EXHIBIT "A"

PAGE 44 of 87

EXHIBIT "K"

### SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT: This sketch has been prepared under my immediate supervision and is an accurate depiction of the description shown hereon, and complies with the latest Minimum Technical Standards for Land Surveyors as promulgated by the Florida State Board of Professional Surveyors and Mappers, Chapter 60D17-6.000(1), F.A.C. and is correct to the best of my knowledge and belief. Subject to all notes and notations shown hereon. Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper the drawing, sketch, plot or map is for informational purposes only and is not valid.

CHARLOTTE ENGINEERING AND SURVEYING, INC.

10/20/96  
 DATE  
 By: GARY HOFFMAN  
 Professional Surveyor & Mapper  
 No. 4909 State of Florida

3 of 4

FLORIDA CORP. REG. No. 2004

PROJECT NO. 10486-3	DRAWN BY KLP	CHECKED BY G.H.	DRAWING NO.	PS.	PS.	SCALE: 1" = 300'
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# CHARLOTTE ENGINEERING AND SURVEYING INC.

CIVIL ENGINEERS - LAND SURVEYORS - PLANNERS - LAND DEVELOPMENT CONSULTANTS  
1700 EL JOBEAN ROAD, PORT CHARLOTTE, FLORIDA 33948 (941) 629-2552

## SKETCH OF DESCRIPTION (NOT A BOUNDARY SURVEY)



### SURVEYOR'S DESCRIPTION - LAND SPRAY UTILITY EASEMENT (AREA #4)

An Easement over, under and across a portion of the Southeast One-Quarter of the Northwest One-Quarter of Section 20, Township 16 South, Range 21 East, Marion County, Florida; Being more particularly described as follows:

Commencing at a 4"x4" concrete monument at the Northeast corner of the Southeast One-Quarter of the Northwest One-Quarter of said Section 20; Thence North 80°01'49" West, a distance of 50.74 feet to the Point of Beginning;

Thence South 00°11'56" West, parallel with and 50.00 feet Westerly of the East line of the Southeast One-Quarter of the Northwest One-Quarter of said Section 20, a distance of 1252.62 feet; Thence South 89°56'03" West, a distance of 309.32 feet; Thence North 00°11'57" East, a distance of 462.83 feet; Thence North 12°09'41" West, a distance of 320.19 feet, to the Southerly line of proposed Tract B according to the proposed Plat of JB RANCH; Thence North 53°26'03" East, along said Southerly line of said proposed Tract B, a distance of 30.00 feet; Thence South 36°33'57" East, a distance of 25.00 feet; Thence North 53°26'03" East, a distance of 476.43 feet to the Point of Beginning.

Said easement containing 8.77 Acres, more or less.

Said lands situate, lying and being in Marion County, Florida.

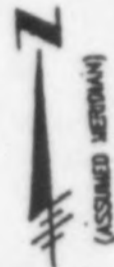


EXHIBIT "A"

PAGE 45 of 57

EXHIBIT "K"

### SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT: This sketch has been prepared under my immediate supervision and is an accurate depiction of the description shown hereon, and complies with the latest Minimum Technical Standards for Land Surveys as promulgated by the Florida State Board of Professional Surveyors and Mappers, Chapter 61D17-6.006(1), F.A.C. And is correct to the best of my knowledge and belief. Subject to all notes and notations shown hereon. Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper the drawing, sketch, plat or map is for informational purposes only and is not valid.

CHARLOTTE ENGINEERING AND SURVEYING, INC.

10/25/96  
DATE  
By: C. GARY HOFFMAN  
Professional Surveyor & Mapper  
No. 4909 State of Florida

4 of 4

PROJECT NO. 10486-3	DRAWN BY: KLP	CHECKED BY: GN	DRAWING NO.	FLORIDA CORP. REG. No. 2904	PG.	SCALE: 1" = 300'
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(MUST BE ONE ON BANK LETTERHEAD)

IRREVOCABLE STANDBY LETTER OF CREDIT  
IRREVOCABLE STANDBY LETTER OF CREDIT

NUMBER:  
NUMBER:  
NUMBER:

Applicant  
Name  
Company  
Address  
City, State, Zip

Beneficiary  
Marion County, Florida  
601 S.E. 25th Avenue  
Ocala, Florida 34471-2690

Attention: \_\_\_\_\_  
(Department)

Issuing Bank  
Bank Name  
Department  
Street Address  
City, State, Zip

Project  
Name: \_\_\_\_\_

Confirming Bank (If issuing  
Bank is not local)  
Bank Name  
Department  
Street Address  
City, State, Zip

AMOUNT - \$ \_\_\_\_\_  
WRITTEN DOLLAR AMOUNT AND  
00/100's US DOLLARS

DATE OF ISSUE  
\_\_\_\_\_

DATE OF EXPIRY  
\_\_\_\_\_

We hereby establish our Irrevocable Standby Letter of Credit # \_\_\_\_\_, in favor of Marion County, a political subdivision of the State of Florida, and authorize you to draw on (Bank Name, Branch Address) by order of (Applicant) up to but not exceeding the aggregate amount of (Written Amount) Dollars (\$ \_\_\_\_\_), in United States Funds, which is available by your draft at sight, when accompanied by this letter of credit and either one of the following document:

1. A statement purportedly signed by the Marion County Chairman or authorized representative to the effect that the performance of (Applicant's) obligation has not been completed yet and the letter of credit will expire within 30 days from the date of the drawing without being extended or replaced to the County's satisfaction; or
2. A statement purportedly signed by the Marion County Chairman or authorized representative to the effect that (Bank Name) has lost its designation as a "qualified public depository" pursuant to Florida Statutes, Chapter 280, and an acceptable replacement letter of credit has not been received; or
3. A statement purportedly signed by the Marion County Chairman, or authorized representative, that the drawing is due to Applicant's failure to perform the following obligation:

EXHIBIT "L"

PAGE 1 of 2

EXHIBIT "A"

PAGE 46 of 57

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EXHIBIT "A"

PAGE 47 of 57

EXHIBIT "L"

PAGE 2 of 2

Payment of installments for construction of certain water and wastewater facilities, all as set forth in paragraph \_\_\_ of that certain Marion County /Barrett Family/Zacco Subregional Water and Wastewater Utilities Agreement Contract No. \_\_\_\_\_

Drafts must be drawn and negotiated not later than (Date of Expiry). Drafts must bear the clause: "Drawn under Letter of Credit (Number) of (Bank Name), dated (Month, Day, Year)."

This letter of credit shall remain in full force and effect notwithstanding a partial draw or draws so long as a sum remains to be drawn or until the letter of credit has expired.

Except as otherwise specifically stated herein, this letter of credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified, amended, or amplified by reference to any document, instrument, or agreement referenced to herein or in which this letter of credit is referred to or this letter of credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.

We hereby agree with the drawers, endorsers, and bona fide holders of all drafts drawn under and in compliance with the terms of this letter of credit, that such drafts will be duly honored upon presentation to the (Bank Name and Address).

This letter of credit will be considered as cancelled upon receipt by us or (Name of Confirming Bank, if applicable) of the original credit instrument or upon any present or future expiry date hereunder, whichever shall occur first.

This letter of credit is subject to the "Uniform Customs and Practice for Documentary Credits," 1983 Revision, as may be revised and updated from time to time, International Chamber of Commerce, Publication Number 400, and to the provisions of Florida law. If a conflict between the "Uniform Customs and Practice for Documentary Credits" and Florida law should arise, Florida law shall prevail. If a conflict between the law of another state or country and Florida law should arise, Florida law shall prevail.

(SEAL)

\_\_\_\_\_  
Authorized Signature  
(Typed Name) \_\_\_\_\_

\_\_\_\_\_  
Title (President or Vice President of bank is required to sign)

P:\USRYAYURKOMARIONSTAND-BY.LOC

EXHIBIT "L"

PAGE 2 of 2

EXHIBIT "A"

PAGE 47 of 57

# EXHIBIT "M" EASEMENT AND RECLAIMED WATER DELIVERY AGREEMENT

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1996, by MARION COUNTY, a political subdivision of the State of Florida (hereafter "Grantee"), and BARGETT FAMILY PARTNERSHIP IV, LTD., a Florida corporation (hereafter "Grantor").

## RECITALS

1. The Grantor is fee simple owner of those certain properties referred to as JB Ranches which are described in Composite Exhibit "A" attached to and incorporated in this Agreement (hereafter collectively referred to as the "Property"), on which are located, or will be located, certain spray irrigation sites, common areas, and green spaces.

2. The Grantee owns a wastewater treatment system located in Marion County, Florida.

3. The Grantor and Grantee desire that at least \_\_\_\_\_ GPD of Treated Wastewater, meeting all state and local quality restrictions be discharged onto Property for use by the Grantor in irrigating the Property, such discharge providing benefit to both the Grantor and the Grantee.

4. This Agreement is an arms-length transaction entered into to accommodate the Grantee's Treated Wastewater Disposal needs and to provide an alternate, substituted source of water to the Grantor.

5. The parties agree and acknowledge that the Grantee is foregoing other options for Treated Wastewater disposal in its long-range planning in reliance upon being able to dispose of Treated Wastewater perpetually on the Property.

6. The Grantor and the Grantee covenant and agree that they have the power and authority to enter into this Agreement and bind themselves to the provisions of this Agreement.

ACCORDINGLY, in consideration of the above-stated Recitals and other good and valuable mutual consideration, the receipt and

*gm*

sufficiency of which is hereby acknowledged, the parties agree as follows:

**SECTION 1. RECITALS.** The above Recitals are true and correct, and form a material part of this Agreement.

**SECTION 2. DEFINITIONS.** For the purposes of this Agreement, the following terms shall have the following meanings:

2.1. "GPD" means gallons per day, average annual basis.

2.2. "Irrigation Facilities" shall mean pumping units with appurtenances (including the on-site irrigation pump), irrigation piping, valves and spray head assemblies all located on the Property.

2.3. "Storage Facility" shall mean the facilities which shall be utilized to meet applicable wet weather and other storage requirements.

2.4. "Treated Wastewater" shall mean wastewater treated to public access standards as promulgated by any state or local government agency charged with such standard setting authority (hereafter "State Environmental Agency").

2.5. "Wastewater Lines" shall mean pipelines, valves and appurtenances conveying treated wastewater to the Property under pressure from the treatment plant to the Holding Pond.

**SECTION 3. TERMS OF EASEMENT.**

3.1. **Grant of Easement.** The Grantor hereby grants to the Grantee a perpetual exclusive easement over each of the parcels described in Composite Exhibit "B" attached to and incorporated in this Agreement (hereafter "Property") for the purpose of:

(1) installing and modifying any necessary Treated Wastewater transmission lines and facilities (the "Wastewater Lines") to the Storage Facility, and installing and operating (if necessary as determined by Grantee) said Storage Facility as described in Subsection 3.2;

(2) transmitting Treated Wastewater that meets the State Environmental Agency both as to the quality of such wastewater and as to the volume of Treated Wastewater that can be

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discharged onto the Property upon completion of construction of any necessary Irrigation Facilities, Wastewater Lines and Storage Facility;

(3) maintaining the irrigation system and other facilities ("Irrigation Facilities") that are used for irrigating the Property should Grantor fail to perform such maintenance;

(4) detaining, retaining and storing Treated Wastewater in the Storage Facility; and

(5) operating the Irrigation Facilities as appropriate to allow the discharge of Treated Wastewater into the Storage Facility. Grantor shall operate the Irrigation System in such a manner and with sufficient frequency to distribute the required volume of Treated Wastewater onto the Property which shall be a specifically enforceable obligation. The actual volume of Treated Wastewater that can be lawfully disposed of shall be determined by an engineering analysis performed by Grantee which is subject to and must be reviewed and approved by the Department of Environmental Protection ("DEP"). The minimum volume of Treated Wastewater that Grantor shall accept on the Property shall be no less than \_\_\_\_\_ GPD, and the volume of Treated Wastewater that the Grantor shall accept on the Property shall be no more than the volume approved by the DEP from time to time. Grantee shall utilize its best efforts to initiate delivery of \_\_\_\_\_ GPD of Treated Wastewater by \_\_\_\_\_. Failure to meet this date shall not, however, constitute a default under this Agreement. Subject to and consistent with existing commitments to other parties under previous contracts with Grantee for delivery of Treated Wastewater, the Grantee shall use its best efforts to maximize the volume of Treated Wastewater delivered to Grantor. Nothing in this Agreement shall be construed to authorize Grantee to take any action that would unreasonably and adversely interfere with the use of Grantor's Property as a "Dude Ranch" so long as Grantee's capacity to discharge

PAGE 3 of 10

EXHIBIT "M"

EXHIBIT "A"

PAGE 50 of 57

*John*

Treated Wastewater in the volume specified in this Subsection, on all or an adequate portion of Grantor's lands, is neither reduced, diminished nor impaired by Grantor's use. Grantee shall upon request execute such joinders, assurances or subordinations to Grantor, its mortgagees or purchasers, as are reasonably necessary to any change of use permitted under this Subsection.

Exhibit "C," attached hereto and incorporated herein by reference, illustrates the initial effluent discharge and reclaimed water delivery system for the project which is contemplated by this Agreement.

1.2. Obligations of Grantee. In the exercise of its rights under this agreement, the Grantee:

- (1) shall not interfere unreasonably with Grantor's use of the Property;
- (2) shall use its best efforts to conduct its activities on the Property owned by Grantor so as to avoid any unreasonable and adverse interference with the normal use of the Property; and
- (3) shall obtain, at its expense, all governmental permits, consents and approvals as it considers necessary for the operation of the Irrigation Facilities.

1.1. Obligations of Grantor. The Grantor shall:

- (1) at its sole expense, construct and maintain the Irrigation Facilities, the on-site irrigation pump, certain improvements to the now existing Irrigation Facilities, including a backflow preventer or air gap, level control, and sprinkler appurtenances as necessary in good, operable condition and repair and any necessary off-site Wastewater Lines and facilities necessary to transmit Treated Wastewater from the Wastewater Treatment Plant into a Storage Facility and thence to the Property for ultimate disposal with the point of connection between the Wastewater Lines and the Storage Facility to be mutually determined by the parties at a later date;



(2) at its sole expense, operate all the said Irrigation Facilities and the on-site irrigation pump and appurtenances in such a way so as to permit the Grantee to discharge into the Storage Facility all the Treated Wastewater it is authorized to discharge pursuant to Subsection 3.1 of this agreement;

(3) fully cooperate with and assist the Grantee in obtaining and complying with all necessary permits, consents and approvals as are required by the State Environmental Agency and other governmental agencies having jurisdiction over the Property, as well as the discharge and storage of Treated Wastewater provided, however, Grantor shall have no obligation to operate the said Irrigation Facilities in a manner that would interfere unreasonably and adversely with the use of the Property, so long as the Grantee's capacity to discharge wastewater is neither reduced nor diminished by Grantor's use; and

(4) otherwise cooperate with the Grantee to enable the Grantee to exercise all its rights under this Agreement.

**3.4. Defaults; Remedies.** If Grantor fails to perform any of its obligations under this easement, the Grantee itself may perform these obligations and shall be entitled to reimbursement from Grantor for any costs and expenses reasonably incurred in connection with the performance of these obligations.

**3.5. Permits and Approvals.** The parties agree that the implementation of this Agreement will be subject to the exercise of the police power by various state and local agencies. The Grantee agrees that it will at its expense obtain and maintain all necessary governmental permits and approvals for the provision of irrigation of the Property with Treated Wastewater. The Grantor shall use its best efforts to assist Grantee in obtaining any such permits or approvals such that the maximum volume of properly Treated Wastewater can be disposed of on the Property consistent with Subsection 3.1 hereof; and toward that end, shall execute and consent to the filing of any necessary documents and applications with governmental agencies to accomplish the purposes set forth in this Subsection.

**3.6. Reporting and Monitoring.** The Grantor shall keep a daily log of the total gallons per week of Treated Wastewater that is applied to the Property. This information shall be

transmitted monthly to the Grantee on forms provided by the Grantee. The Grantee shall be responsible for the background groundwater quality and compliance groundwater quality, sampling and reporting.

**1.7. Exclusive Easement for Use.** Grantor and the Grantee agree that the Grantee has the exclusive right for the discharge of Treated Wastewater through the Irrigation Facilities and onto the Property or into the Holding Pond. If Grantee is unable to supply enough Treated Wastewater to provide for Grantor's irrigation needs, then, subject to any required permits or governmental approvals, Grantor may supplement the supply of Treated Wastewater by pumping from its existing irrigation wells or other permitted source, into the Holding Pond or directly into the Irrigation Facilities, so long as such supplementation does not impair the ability of Grantee to transmit and dispose of its maximum available volume of Treated Wastewater onto the Property.

**1.8. Indemnification.** The Grantee shall indemnify and hold Grantor harmless from any injury or damage to Grantor, its officers, agents and employees and from any and all liability for injury to third persons, including death or damage to the Property of third persons while lawfully upon the Property occurring by reason of any overt or negligent act or omission of the Grantee, its agents or employees. The Grantor shall indemnify and hold Grantee harmless from any injury or damage to Grantee, its officers, agents and employees and from any and all liability for injury to third persons, including death or damage to the Property of third persons while lawfully upon the Property occurring by reason of any overt or negligent act or omission of the Grantor, its agents or employees. Grantee shall also be solely responsible for enforcing its rights under this Agreement against any third party interfering therewith. Nothing contained in this Agreement shall limit Grantee's right to protect its rights from interference by a third party not a party hereto, which rights are hereby determined to be equal to the replacement value of alternative effluent disposal facilities.

**1.9. Enforcement.** A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, including, but not limited to the right of damages, injunctive relief and specific performance.

**1.10. Attorney's Fees.** If, on account of any breach or default by either party of its obligations under the terms and conditions of this Agreement, it shall become necessary for the other party to utilize any attorney to enforce or defend its rights or remedies hereunder, the prevailing party shall be entitled to recover reasonable attorney's fees and suit costs incurred by said prevailing party.

**SECTION 4. RIGHT-OF-ENTRY.** During the term of this Agreement, the Grantee shall have the irrevocable right of entry, access, ingress, and egress into, over, across, upon and through the Property described in Exhibit "A" hereof for purposes of this Agreement, inspection, sample taking, borings, soils tests, testing, and monitoring of the Property. The Grantee shall have the right at any time to enter upon the Property and inspect and review the operation and maintenance of any of the Irrigation Facilities constructed or installed thereon and operate and maintain said Facilities in the event of an emergency threatening the public health or welfare. If, in the reasonable opinion of the Grantee, the Grantor is not operating or maintaining said Facilities properly, then the Grantee shall give the Grantor written notice to make such repairs or improve such operation and maintenance procedures and, if the Grantor fails or refuses to do so within thirty days after notice of receipt, then at the option of the Grantee, the Grantee shall have the right to enter upon the Property and undertake said responsibilities and charge the Grantor as reasonable and necessary costs incurred thereby; provided, however, nothing herein shall relieve the Grantor from the continuing obligation of operation and maintenance of said Facilities. Should the Grantee assume the responsibility to operate and maintain said Facilities located upon the Property, it shall have no obligation thereby to maintain said lands for any purpose other than the disposal of Treated Wastewater. Any damage caused to the Property by the actions of Grantee under this Section 4 shall be repaired or fixed by Grantee at its expense.

**SECTION 5. NOTICE.** Any notice or document required or permitted to be delivered under this Agreement or the easement to be granted hereunder shall be in writing and shall be deemed delivered at the earlier of (1) the date received, or (2) three (3) business days after the date deposited in an United States Postal Service depository, postage pre-paid, registered or certified mail, return receipt requested, addressed to the Grantor or Grantee, as the case may be, at the addresses set forth opposite their names below:

Grantee: Marion County  
601 S.E. 25th Avenue  
Ocala, Florida 34471-2690  
Attention: County Administrator

With a Copy to: Thomas A. Cloud  
Gray, Harris & Robinson, P.A.  
210 East Pine Street  
Orlando, Florida 32801

EXHIBIT "M"

PAGE 7 of 10

EXHIBIT "A"

PAGE 54 of 57

Grantor: Barrett Family Partnership IV, Ltd.  
300 S. Duncan Avenue, Suite 296  
Clearwater, FL 34615  
Attention: Joseph T. Lettelleir

With a Copy to: \_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

**SECTION 6. NONWAIVER.** A failure by either party to demand compliance with a provision of this Agreement will not constitute a waiver of that party's right to demand compliance with the provision thereafter.

**SECTION 7. SUCCESSORS, HEIRS AND ASSIGNS.** This Agreement is binding upon and inures to the benefit of the parties and their respective successors, heirs and assigns.

**SECTION 8. GOVERNING LAW.** This Agreement shall be governed, construed, and controlled in accordance with the laws and rules of the State of Florida.

**SECTION 9. RECORDATION.** Upon the effective date of this Agreement, the Grantee shall have the right to record this Agreement in the Public Records of Marion County, Florida, at its expense.

**SECTION 10. ENTIRE AGREEMENT.** This is the entire Agreement between the parties, covering everything agreed upon or understood in the transaction, and supersedes all previous letters, correspondence, drafts, and other agreements or documents on the same subject. There are no oral promises, conditions, representations, understandings, interpretations, or terms of any kind as conditions or inducements to the execution hereof in effect between the parties. No change or addition is to be made to this Agreement, except by written agreement executed by the parties.

**SECTION 11. TIME OF THE ESSENCE.** Time is hereby declared to be of the essence to this contract.

**SECTION 12. EFFECTIVE DATE OF THIS AGREEMENT.** This Agreement will become effective upon execution. However, within six (6) months after the date of execution hereof the Grantor agrees to deliver to Grantee any and all necessary fully and properly

9

executed joinder(s) and consent(s) in the form provided in Exhibit "B" attached to and incorporated in this Agreement from such joinder(s) and consent(s) delivered by Grantor to Grantee will be recorded as provided in Section 9 hereof. Should Grantor fail to timely deliver said joinder(s) and consent(s), Grantor shall be deemed to be in breach of this Agreement and Grantee shall have the right to enforce and/or seek damages for breach of this Agreement.

**SECTION 13. CONSTRUCTION AND RELOCATION OF SPRAY FIELD.** The proposed 48-acre spray field shall be constructed and may be relocated as contemplated in Subsections 25.3 and 25.4 of the Marion County/Barrett Family/Zacco Subregional Water and Wastewater Utilities Agreement, CONTRACT NO. 96-5 (the "Subregional Agreement"); provided, however, that if one or more parties other than Grantor require or trigger the need to construct the Irrigation Facilities, then said parties shall be ultimately responsible for paying the construction costs of said Irrigation Facilities on a pro-rata basis in accordance with their Effluent Disposal Capacity needs. Should Grantor's request for Wastewater Service Capacity beyond that allocated in Subsection 8.1 of the Subregional Agreement necessitate expansion as contemplated in Subsection 4.2 of the Subregional Agreement, then Grantor shall pay the construction costs of said Irrigation Facilities.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Signed, sealed and delivered in the presence of

GRANTEE:

BARRETT FAMILY PARTNERSHIP IV, LTD., a Florida limited partnership

(x) \_\_\_\_\_

By: Name: Joseph T. Lettelleir Title: Attorney in Fact

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

[Corporate Seal]

(x) \_\_\_\_\_

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

STATE OF FLORIDA COUNTY OF MARION

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared JOSEPH T. LETTELLEIR, well known to me to be the Attorney in Fact of the Barrett Family Partnership IV, Ltd., a Florida limited partnership, and he acknowledged executing the foregoing Agreement freely and voluntarily under authority duly vested in him by said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_ day and \_\_\_\_\_, 1996.

Name: \_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of

GRANTOR:  
MARION COUNTY, FLORIDA

(x) \_\_\_\_\_  
Name: \_\_\_\_\_  
(x) \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Steve F. Henning  
Title: County Chairman

STATE OF FLORIDA  
COUNTY OF MARION

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Steve F. Henning, well known to me to be the Chairman of the Board of County Commissioners of Marion County, Florida, a political subdivision of the State of Florida, and he acknowledged executing the foregoing Agreement freely and voluntarily under authority duly vested in him.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_ day of \_\_\_\_\_, 1996.

Name: \_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

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