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KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT

SARASOTA COUNTY, FLORIDA

2019 AMENDED AND RESTATED UTILITIES AGREEMENT  
SIMPLIFILE

Receipt # 2421745

THIS 2019 AMENDED AND RESTATED UTILITIES AGREEMENT (this "Agreement") is made and entered into this 10<sup>th</sup> day of September 2019 ("Effective Date"), by and among WEST VILLAGES, LLLP, a Florida limited liability limited partnership (hereinafter "WV"), WEST VILLAGES IMPROVEMENT DISTRICT, an independent special district of the State of Florida (hereafter "District"), and the CITY OF NORTH PORT, FLORIDA, an incorporated municipality located within the State of Florida (hereinafter "City").

RECITALS

A. WV wholly owns the following entities: Main Street Ranchlands, LLLP, a Florida limited liability limited partnership; Myakka River Club, LLLP, a Florida limited liability limited partnership; Timber Forest Ranch, LLLP, a Florida limited liability limited partnership; Manasota Beach Ranchlands, LLLP, a Florida limited liability limited partnership; West Villages Parkway East Associates, LLLP, a Florida limited liability limited partnership; Thomas Ranch Land Partners, Village 1, LLLP, a Florida limited liability limited partnership; and West Villages Parkway West Associates, LLLP, a Florida limited liability limited partnership (collectively, the "WV Entities").

B. The WV Entities collectively own real property located within the City of North Port, more particularly depicted and described in "Exhibit A," attached hereto and made a part hereof by reference (the "Incorporated Property"), which is part of a larger tract of real property depicted and described in "Exhibit B," attached hereto and made a part hereof by reference (the "Total Property").

C. The District is an independent special district created pursuant to Chapter 189, Florida Statutes, to, among other things, finance and construct certain potable water and wastewater facilities and other public improvements within the area the District governs, which area is depicted and described in "Exhibit C," attached hereto and made a part hereof by reference (the "District Boundaries"), and as to the District and City, this Agreement serves as an interlocal agreement pursuant to Chapter 163, Florida Statutes.

D. The Incorporated Property is subject to the *Amended and Restated Utility Agreement* dated February 27, 2007, as amended (the "2007 Utilities Agreement"), between the City, the District, and Fourth Quarter Properties XXXII, LLC, to which WV is a successor in interest. The Incorporated Property is also subject to the *Agreement Relating to Additional Wastewater Capacity for West Villages*, dated January 9, 2018 and recorded as Instrument #2018010761 in the Official Records of Sarasota County, Florida (the "Interim Agreement").

E. WV, the District, and the City desire to amend and restate the 2007 Utilities Agreement in its entirety as described herein. The Interim Agreement shall continue to be in full force and effect until terminated pursuant to paragraph 17 of the Interim Agreement.

**ACCORDINGLY**, for and in consideration of the mutual undertakings and agreements herein contained and assumed, and other good and valuable consideration the receipt and sufficiency of which are acknowledged, the parties covenant and agree that the 2007 Utilities Agreement is hereby superseded and replaced in its entirety, and amended and restated with the following terms and conditions:

### **SECTION 1. RECITALS.**

The above Recitals are true and correct and form a material part of this Agreement.

### **SECTION 2. DEFINITIONS.**

The definitions, rates, and charges set forth in Chapter 78 of the Code of the City of North Port, Florida entitled "Utilities" and in Ordinance No. 09-01, as may be amended or supplemented from time to time by the City's rate resolutions or ordinances (collectively, the "**Water and Wastewater Utility Code**"), shall apply to this Agreement, unless otherwise set forth herein. In addition, the following definitions are provided for interpreting the terms used in this Agreement and shall apply unless the context indicates a different meaning:

**2.1 "Capacity Fees"** means and refers to "water capacity fees" and "wastewater capacity fees," as those terms are defined in the Water and Wastewater Utility Code.

**2.2 "Conveyance" or "Convey"** means the delivery to, and acceptance by, the City of all ownership interests and operational rights for a particular phase of the Water Facilities and/or Wastewater Facilities pursuant to this Agreement.

**2.3 "ERC"** means an Equivalent Residential Connection as defined in the Water and Wastewater Utility Code.

**2.4 "Existing Utilities Agreements"** means the 2007 Utilities Agreement, the Gran Paradiso Utilities Agreement, and the Island Walk Utilities Agreement.

**2.5 "FDEP"** means and refers to the Florida Department of Environmental Protection.

**2.6 "Guaranteed Revenue Charges"** means an amount required to be paid to the City annually consistent with the Water and Wastewater Utility Code.

2.7 **“Gran Paradiso Utilities Agreement”** means that certain *Water and Wastewater System Standard Developer’s Agreement* with the City dated September 13, 2010, as amended, addressing the provision of potable water and wastewater facilities to serve the development of Gran Paradiso.

2.8 **“Island Walk Utilities Agreement”** means that certain *Water and Wastewater System Standard Developer’s Agreement* with the City dated July 12, 2010, as amended, addressing the provision of potable water and wastewater facilities to serve the development of Island Walk.

2.9 **“Interim Agreement”** means the *Agreement Relating to Additional Wastewater Capacity for West Villages* dated January 9, 2018.

2.10 **“Local Facilities”** means potable water distribution facilities and wastewater collection facilities located within the Incorporated Property and connecting customer installations to the Major Transmission Facilities including fire flow capacity.

2.11 **“Major Transmission Facilities”** means potable water and sewage transmission mains and pumping facilities connecting the Local Facilities within the Villages and the Villages Town Center to the Water Plant and Wastewater Plant.

2.12 **“MGD”** means million gallons per day.

2.13 **“SCADA”** means supervisory control and data acquisition telemetry of a brand and type reasonably acceptable to the City.

2.14 **“SWFWMD”** means the Southwest Florida Water Management District.

2.15 **“Thomas Ranch Intangibles, LLLP”** means that legal entity that is the beneficiary and assignee of all ERCs available to WV Entities now or in the future under this agreement.

2.16 **“Town Center”** means the mixed-use hub of the development of the Incorporated Property as defined in the City’s Comprehensive Plan as it may be amended from time to time.

2.17 **“Village”** means a subdivision within the Incorporated Property.

2.18 **“Village Developer”** means a third-party developer of all or a portion of the Incorporated Property.

2.19 **“Wastewater Facilities”** means the portion of the Local Facilities related to wastewater, including but not limited to the wastewater Major Transmission Facilities and the Wastewater Plant.

2.20 **“Wastewater Facilities Regulations”** means Chapter 62-600 of the Florida Administrative Code, as well as applicable federal regulations, as may be amended from time to time.

2.21 **“Wastewater Plant”** means the wastewater treatment plant to be constructed by the District to serve, among other property, the Incorporated Property with an initial capacity of 2.0 MGD on an average annual daily flow basis, that will be capable of producing reclaimed water quality effluent adequate for use as irrigation in areas of public access as defined in Florida Administrative Code Section 62-610.460 (2018), as may be amended from time to time, and a deep injection well for the disposal of effluent during wet weather. In addition, the Wastewater Plant shall include the construction of such wastewater infrastructure necessary to transfer service of then-existing connected wastewater ERCs within the District Boundaries in the City served or to be served by the Wastewater Main Project to the Wastewater Plant.

2.22 **“Water Facilities”** means the portion of the Local Facilities related to water, including but not limited to the water Major Transmission Facilities and the Water Plant.

2.23 **“Water Facilities Regulations”** means Sections 62-4.050, 62-550, 62-555, 62-560, 62-602, and 62-699 of the Florida Administrative Code, as well as applicable federal regulations, as may be amended from time to time.

2.24 **“Water Plant”** means the potable water treatment plant to be constructed by the District to serve, among other property, the Incorporated Property with an initial design capacity of not less than 1.0 MGD of potable water on an average daily basis, as well as associated facilities, including the raw water sources sufficient to provide the average daily and maximum day flow, pumping and transmission facilities, and concentrate water disposal system to a deep injection well located at the Wastewater Plant site.

2.25 **“Water Source”** means the raw water supply developed on the Total Property sufficient to produce not less than 1.0 MGD of potable water on an average daily basis following treatment at the Water Plant.

### **SECTION 3. EASEMENTS AND RIGHT OF ACCESS.**

3.1 WV or the District, as appropriate, and to the extent of their respective interests if any, hereby agree to cause the grant to the City of easements reasonably necessary for the City to own, maintain, and operate the Water Facilities and Wastewater Facilities in, under, over, and across the present and future streets, roads, easements, reserved utilities sites and public property, as provided and dedicated to public use in the record plats, or as provided for

in agreements, dedications, or grants made otherwise and independent of said recorded plats within the Incorporated Property. The City will possess the right of ingress and egress to carry out these utilities functions through the recording of each final plat of a geographical area located within the Incorporated Property. The foregoing grants shall be for such period of time as the City requires such rights, privileges, or easements for the ownership, maintenance, operation, or expansion of the Water Facilities or Wastewater Facilities to serve the Incorporated Property and any property outside the Incorporated Property pursuant to additional expansion under Section 5.1.D.

3.2 The City hereby agrees that all easement grants will be utilized in accordance with the established and generally accepted practices of the water and wastewater industry.

3.3 WV and the District reserve the right to grant easements to other entities to provide utilities services, other than potable water and wastewater services, throughout the Incorporated Property, provided such easements shall not interfere with the rights granted hereunder.

3.4 The grant of easements and rights of access shall in no event replace the District's obligation under Section 5.2 of this Agreement to convey full title to the Local Facilities, Major Transmission Facilities, Water Plant and Wastewater Plant, including fee simple title to the sites of those facilities.

#### **SECTION 4. PROVISION OF SERVICE BY CITY.**

4.1 The City covenants and agrees that once a Water Plant is constructed pursuant to this Agreement, it will allow connection of the water distribution system installed by the District or affiliates of WV upon the Incorporated Property to the City's central water facilities in accordance with the terms and intent of this Agreement. Such connections shall be in accordance with rules and regulations of the Sarasota County Department of Health and FDEP. The City agrees that once it provides potable water services to customers in a portion of the Incorporated Property, and receives in return payment of all applicable rate, fees, and charges (which shall not include Capacity Fees) and satisfaction of applicable laws, including rules and regulations and rate schedules, the City will continuously provide potable water services to such customers in that portion of the Incorporated Property in a manner that conforms with all requirements of all governmental agencies having jurisdiction over the City's water distribution operations.

4.2 The City acknowledges and agrees that the District has previously designed, permitted, constructed, certified, placed in service, and conveyed as a condition precedent to providing service, to the City the following:

- A. A 16-inch diameter water main within the U.S. Highway 41 / Tamiami Trail road right-of-way that connects to the City's existing 12-inch diameter water main

at Ortiz Boulevard and U.S. Highway 41 and a booster pump station on the Incorporated Property located north of the Venice campus of State College of Florida, Manatee-Sarasota (known as SCF Venice) and adjacent to Sarasota County Fire Station Number 26, comprised of a 1.0 million gallon (MG) storage tank, high service pumps, and necessary disinfection systems as required by the City to address potential low chlorine residual (“**Water Main Project**”); and

B. A 12-inch diameter wastewater force main from areas requiring initial service within the Incorporated Property to the City’s existing 16-inch diameter wastewater force main on Pan American Boulevard near the entrance to the City’s existing wastewater treatment plant (the “**Wastewater Main Project**”).

#### 4.3

A. The City covenants and agrees that until completion of construction of the Wastewater Plant, the City shall at all times maintain and reserve sufficient capacity in the Wastewater Main Project as is necessary to provide wastewater service for previously connected wastewater ERCs, Unpurchased ERC Capacity (as defined in Section 6.2.A), Purchased ERC Capacity (as defined in Section 6.2.A), and shall provide additional wastewater capacity as provided in the Interim Agreement.

B. The City covenants and agrees that the City, at build-out of the Incorporated Property as defined in the City’s Comprehensive Plan pertinent to West Villages, shall have maintained and reserved sufficient capacity in the Water Main Project to timely provide water service for the 5,600 water ERCs currently allocated pursuant to the Existing Utilities Agreements to the Incorporated Property, or it shall have provided for such capacity through another water transmission main serving the Incorporated Property, which will not be the District’s or WV’s obligation to provide, pay for, or construct.

4.4 The City’s continuing obligation to perform under this Agreement is subject to the following representations and is conditioned on the following requirements being satisfied in a timely fashion:

A. That WV’s and the District’s representation and warranties contained in this Agreement are true and correct in all material respects;

B. The responsible party shall have paid all rates and charges, as they became due and payable, and fully performed, in all material respects, their respective covenants and agreements as set forth in this Agreement;

C. The City's receipt of the necessary approvals and authorizations from the applicable governmental agencies to timely provide water and wastewater service to those areas of the Incorporated Property that require same;

D. WV and the District delivering to the City all necessary instruments of conveyance and related conveyance documentation as is then required by this Agreement; and

E. The District shall have constructed and conveyed, and the City shall have accepted, the Water Facilities and Wastewater Facilities in the manner and at the times set forth herein.

## **SECTION 5. GENERAL STANDARDS FOR DESIGN, REVIEW, CONSTRUCTION, INSPECTION, AND CONVEYANCE OF FACILITIES.**

### **5.1 In General.**

A. The District shall be responsible for the design, permitting, construction, and certification of the Water Facilities and Wastewater Facilities, all of which, if construction commences within two years from the date the permit is issued for the Water Facilities and/or Wastewater Facilities, shall comply with the City's utilities construction standards and specifications existing at the time of permitting ("**Utilities Standards**"), the requirements of all regulatory agencies having jurisdiction over the development of water and wastewater utilities facilities upon the Incorporated Property ("**Regulatory Requirements**"), and the review and approval requirements of the City Commission, City Staff Development Review, and the City Utilities Department, as appropriate. If construction does not commence within the said two-year period and any City standards have changed, the applicable permit shall be updated to incorporate any new standards and specifications of the City. The District shall develop and submit to the City a District Utilities Master Plan in conformance with "Exhibit H," "District Utilities Master Plan Requirements," attached hereto and made a part hereof by reference. The District Utilities Master Plan shall be signed and sealed by a State of Florida licensed professional engineer and shall include a hydraulic model for its anticipated onsite water distribution and wastewater collection system. The Master Plan shall identify and size major water and force mains, water and wastewater pumping stations, and water storage facilities. The District shall submit its Master Plan to the City no later than December 31, 2018 and submit an updated Master Plan to the City at least every two years thereafter. The Water Plant shall be constructed so that the systems will, at a minimum, meet the same construction standards as the facilities in the City's existing reverse osmosis plant. The Wastewater Plant shall be constructed in substantial compliance with the approved Wastewater Plant Design Criteria attached as "Exhibit E" hereto and made a part hereof by reference.

B. In addition, the District agrees to install the necessary SCADA facilities that are compatible with the City's planned SCADA infrastructure facilities at the Water Plant, Wastewater Plant, and all lift stations and booster stations constructed as a part of the Local Facilities and Major Transmission Facilities consistent with the City's existing SCADA infrastructure.

C. The District agrees to use diligent efforts to complete the Wastewater Plant and Water Plant according to the "Capacity Allocation Infrastructure Schedule," attached as "Exhibit D" hereto and made a part hereof by reference.

D. The City may request that the District oversize equipment and infrastructure related to the conveyance and transmission of water or wastewater to serve customers outside the Incorporated Property. The District agrees to design, permit, and construct such oversized facilities as are mutually agreeable by the City, WV, and the District (with such agreement not to be unreasonably withheld). The City agrees that the District or WV shall be entitled to reimbursement for all costs, fees, and expenses related solely to oversizing of the equipment and infrastructure. The District shall have applied for, and been issued, all required permits for construction of the facilities described herein and shall have prepared all documents necessary to solicit bids from qualified contractors. The District agrees to design such oversized facilities, to prepare either separate bid proposals or one bid proposal for the mutually-agreed oversizing as the base proposal and the District required line size as an alternative proposal. Before publication of distribution by the District, the District agrees to submit either separate bid proposals or a singular bid proposal to the City for its review and comment, which may include but not be limited to, requiring the incorporation of provisions for compliance with public project bid requirements. Provided that the City does not reject the bid proposal that the District intends to accept, and the City elects to request the District to construct any oversized facilities, the City agrees to pay the District the difference of the bid construction cost for oversizing of the facilities, not later than thirty (30) days following the City's approval of the District's delivery of its contractually required incremental payment to its construction contractor. The City's share of construction costs for upsizing as described herein shall not include such items as additional costs due to upsizing related to design, insurance, contingency, construction management, and administrative fees.

## 5.2 Conveyance.

A. The District agrees to convey to the City title to the Local Facilities, Major Transmission Facilities, Water Plant, and Wastewater Plant installed by the District or their respective contractor, and lands associated with the Water and Wastewater Plants and sanitary sewer lift stations, pursuant to the provisions of this Agreement.



B. The process for submittal and acceptance of the Conveyance of the Local Facilities and Major Transmission Facilities by the City shall be pursuant to Regulatory Requirements and the following (the “Conveyance Requirements”):

The District shall deliver to the City a closeout package, an example of which is attached hereto as “Exhibit I” and made a part hereof by reference, containing all the documents the City requires to convey ownership of the facilities. The City shall have two weeks to review the closeout package for completeness. Any additional documentation the City reasonably requires shall be specified in writing to the District at the time of this first completeness review. The District shall resubmit the closeout package in accordance with the City’s comments. If the closeout package includes all the documents the City previously specified, then the City, within one week of receipt of same and in writing, shall deem the closeout package complete. Once the closeout package is deemed complete, the City shall have two weeks to review the closeout package and provide written comments to the District relative to the contents of the documents provided. Thereafter, the City shall have two weeks to review and comment on any subsequent submittals. Within 30 days of the City accepting the closeout package, the City shall consider the closeout package for approval and acceptance. The City agrees to accept said facilities within the timeframe provided above, provided such closeout package or final inspection does not reveal a defect in facilities or workmanship that provides a basis for non-acceptance.

All Conveyance Requirements must be satisfied before any conveyance is considered complete, including the review by an engineer selected by the City to assure satisfactory completion, and all necessary City, State and federal permitting. The City shall diligently and in good faith act to review the Conveyance Requirements and accept the conveyance of facilities made by the District pursuant to Section 5.2.A. Notwithstanding anything the contrary, the District shall reimburse the City for the actual costs of the purchase of the initial equipment, furniture, fixtures, supplies, and other personal property necessary for the commencement of operation of the Wastewater Plant, Water Plant, or plant expansion (“Plant Personal Property”), which shall not exceed \$250,000 per Wastewater Plant, \$250,000 per Water Plant, and \$200,000 for each Wastewater Plant or Water Plant expansion. Upon such payment, the District and the WV Entities shall have no further obligation to purchase or reimburse the City for any Plant Personal Property.

For each year of this Agreement after the first year the \$200,000 capped amount for a plant expansion shall be adjusted on the basis of the percentage increase, if any, in the Engineering News-Record Construction Cost Index

5.3 Start up, initial operation, and conveyance of the Water Plant and Wastewater Plant shall be handled in the manner set forth in the "Plant Transition Plan" attached hereto as "Exhibit F" and made a part hereof by reference.

5.4 As further evidence of transfer of title, and upon the completion of the installation by the District, the District shall convey to the City by bill of sale or other appropriate documents, in a form reasonably satisfactory to the City's counsel, the Local Facilities, Major Transmission Facilities, Water Plant, and Wastewater Plant that have been constructed by the District and approved by the City. The City agrees that the acceptance of the Local Facilities, Major Transmission Facilities and Water Plant and Wastewater Plant installed by the District or others, for service, or acceptance of a bill of sale for same, shall constitute the City's assumption of responsibility for the continuous operation and maintenance of such systems from that date forward. The District shall further cause to be conveyed to the City, the use of the public right-of-way and easements for any facilities not otherwise located in the rights-of-way, covering areas in which the District installs Local Facilities or Major Transmission Facilities, by recordable document in a form satisfactory to the City's counsel, such acceptance shall not be unreasonably withheld. Conveyance of easements shall be accompanied by a title insurance policy or other evidence of title satisfactory to the City, establishing grantor's right to convey such continuous use and enjoyment of such easements for those purposes set forth in this Agreement free and clear of encumbrances, except as may otherwise be expressly provided herein. The use of easements granted to the City may include the use by other service-providing utilities so long as such uses by electric, telephone, gas utilities, irrigation/reclaimed water, or cable television do not unreasonably and materially interfere with the authorized and intended use of same by the City or the District.

5.5 The District agrees to include the City as a third-party beneficiary for all warranties in contracts related to all Local Facilities, Major Transmission Facilities, the Water Plant, and the Wastewater Plant constructed by the District or its contractor. The warranties described in this section shall be a minimum of one year from substantial completion of the improvements. Warranties for equipment related to the improvements shall be a minimum of one year from substantial completion of the improvements.

5.6 Conveyance of the Water Plant will take place in a phased manner consistent with the Water Plant capacity needs based on the Guaranteed Revenue provisions of Section 9 of this Agreement, and will be the subject of a Water Source Transition Plan to be developed by the District and to be mutually agreed to by the parties not less than 180 days in advance of complete construction and start-up of the Water Plant (with such agreement not to be unreasonably withheld). Any such Water Source Transition Plan shall provide for: (i) City ownership of raw water sources necessary as a potable water source; (ii) City management and control over delivery of water for any purpose from these City owned sources; (ii) facilities, method and route of raw water pipeline system from these City owned sources to the Water Plant; and (iv) an initial capacity of not less than 1.0 MGD of potable water from the Water

Plant. However, such Water Source Transition Plan shall not relieve the District of its responsibilities or deadlines under this Agreement.

5.7 The City acknowledges and agrees that it has been provided well sites within the Incorporated Property for potable water and the City has accepted such sites for municipal potable water supply wells. The City, District, and WV shall cooperate to establish additional well sites within the Incorporated Property if the existing well sites are determined to be inadequate to meet the needs of the Incorporated Property. The District shall ensure that any wells that are proposed to be used for potable water are suitable for municipal water supply, and such wells are subject to the City's inspection and acceptance before being used as municipal potable water supply wells.

5.8 Timely payment or conveyance of property to the City does not and will not result in the City waiving any of its rates, rate schedules or rules and regulations, and their enforcement shall not be affected in any manner whatsoever by WV or the District.

## SECTION 6. CAPACITY ALLOCATION.

6.1. In General. Notwithstanding any other provision herein to the contrary, and notwithstanding the City's acknowledgment that the Incorporated Property may be developed in phases, Villages, or other development components prior to construction and conveyance to the City of the Water Plant or Wastewater Plant, the City is under no obligation to provide water or wastewater service or to continue to issue building permits until such time as all applicable water Capacity Fees (prior to the City's acceptance of the Water Plant), or wastewater Capacity Fees (prior to the City's acceptance of the Wastewater Plant), Guaranteed Revenue, and other rates or charges as then required by the Water and Wastewater Utility Code have been paid for any such phase, Village, or development component. Such payments shall be made at the times required by the Water and Wastewater Utility Code or according to the terms of this Agreement.

### 6.2. Capacity Allocation of Existing Infrastructure.

A. Unpurchased ERC Capacity. As of the date of this Agreement, there remain unpurchased no wastewater ERCs and 1,223 water ERCs under the 2007 Utilities Agreement, specifically the *Fourth Amendment to the Amended and Restated Utility Agreement Between the City of North Port, the West Villages Improvement District and the Fourth Quarter Properties XXXII, LLC*, dated September 13, 2010, that have been allocated for WV and shall remain allocated for WV ("**Unpurchased ERC Capacity**") and will become reserved upon payment of Capacity Fees. The City acknowledges and agrees that in addition to the Unpurchased ERC Capacity, Thomas Ranch Intangibles, LLLP possesses previously purchased water and wastewater ERCs that have not been connected to the City's wastewater system for which Guaranteed Revenue Charges are currently being made ("**Purchased ERC Capacity**").

B. Additional Interim ERC Capacity. The City acknowledges and agrees that, pursuant to the Interim Agreement, as of March 31, 2019, an additional 354 wastewater ERCs (“**Interim Wastewater ERCs**”) have been reserved for Thomas Ranch Intangibles, LLLP, and Capacity Fees related to the Interim Wastewater ERCs have been paid to the City for the benefit of the Incorporated Property. The City, WV and the District further acknowledge and agree that as of March 31, 2019, the 327 Interim Wastewater ERCs are part of a total 989 Interim Wastewater ERCs that have been reserved by the several parties to the Interim Agreement.

C. Remaining Unpurchased ERC Capacity Schedule. The due dates for Capacity Fee payments for the remaining scheduled Unpurchased ERC Capacity are as follows:

<u>Year</u>	<u>Water ERCs</u>	<u>Wastewater ERCs</u>	<u>Delivery Date</u>
2019	400	0	July 1, 2019
2020	400	0	July 1, 2020
2021	400	0	July 1, 2021
2022	400	0	July 1, 2022
2023	23	0	July 1, 2023

D. Capacity Fee Increase. In the event of a modification to the Water and Wastewater Utility Code increasing the water or wastewater Capacity Fee for Capacity Allocation, the parties agree that the increased Capacity Fee will apply to any ERCs for which a Capacity Fee has not already been paid. The difference in the Capacity Fee paid before a meter has been activated, and any increase in the Capacity Fee, shall be paid at the time of the meter activation.

E. Acceleration of ERCs. If the incremental needs of the WV Entities or their assigns require the delivery of ERCs prior to the Delivery Date described in Section 6.2.C, the WV Entities or their assigns may request the City to accelerate the delivery of the ERCs, which request may not be unreasonably denied. The City’s consent to accelerate ERCs shall be determined by the City Manager or a designee of the City Manager.

F. Thomas Ranch Intangibles, LLLP. The parties acknowledge and agree that Thomas Ranch Intangibles, LLLP is wholly owned by WV and shall be the beneficiary and assignee of all ERCs, capacity, and other economic benefits available now or in the future under this Agreement. This shall not be construed to mean that the District may assign its responsibilities to construct the Wastewater Facilities or Water

Facilities to Thomas Ranch Intangibles, LLLP or to any other entity without the City's consent.

## **SECTION 7. CONSTRUCTION OF WASTEWATER INFRASTRUCTURE.**

### **7.1. Wastewater Treatment Plant.**

A. **Plan and Design.** The District has completed the planning and design of the Wastewater Plant.

B. **Construction.** The District shall use good faith, diligent efforts to cause the completion of construction of the Wastewater Plant by March 31, 2020. The District's obligation to complete the Wastewater Plant by March 31, 2020, is subject to any occurrence beyond the District's reasonable control that causes a delay in construction. Upon final completion of the construction of the Wastewater Plant, and certification by FDEP, the District shall convey the Wastewater Plant and all related infrastructure, warranties and/or other necessary interests to the City for ownership, operation and maintenance pursuant to Section 5 of this Agreement.

C. **Payment/Reimbursement for Previously Paid Wastewater ERCs.** The City shall reimburse Thomas Ranch Intangibles, LLLP, for previous wastewater Capacity Fee payments made to the City for properties within the District Boundaries, including but not limited to such payments made by third parties under the Existing Utilities Agreements, regardless of whether such payments were made to the City by Thomas Ranch Intangibles, LLLP.

1. The City shall make an initial payment within 120 days of the conveyance and acceptance of the Wastewater Plant. The amount of the initial payment shall be limited to that amount which, at the time the payment comes due, the City has on hand in its Wastewater Capacity Fund and which has not been committed to pay for another capital project.

2. The remaining balance due shall be paid over time in quarterly payments as the City receives wastewater Capacity Fees from customers outside the District Boundaries.

3. The entire balance due shall be paid in full within five (5) years of conveyance of the Wastewater Plant to the City.

4. The total amount of wastewater Capacity Fees to be paid by the City shall not exceed the total wastewater Capacity Fees paid for ERCs within the District Boundaries to the City as of the date the Wastewater Plant is conveyed and accepted.

D. Additional Wastewater ERCs Created by Wastewater Plant. City and District agree that all wastewater treatment capacity created by the Wastewater Plant after existing flows from the District Boundaries are diverted from the City's existing Wastewater Plant shall be allocated to future use by WV, except as provided to the City pursuant to Section 7.1.F below. The capacity of the Wastewater Plant shall be determined by the total permitted treatment capacity of the Wastewater Plant, less the measured influent annual average daily flow ("**Wastewater Plant Capacity**"). All available Wastewater Plant Capacity shall be available at such time as Thomas Ranch Intangibles, LLLP shall require. No later than five business days following the effective date of any assignment of ERCs, Thomas Ranch Intangibles, LLLP shall email the assignment to the City at: npuengineering@cityofnorthport.com. As long as Wastewater Plant Capacity exists, Thomas Ranch Intangibles, LLLP, or its assigns shall have the right to assign or sell wastewater ERCs at the City's prevailing rates to third parties and the City shall accept and recognize the assignment of such ERCs in the same manner the City would recognize an ERC issued by the City. Thomas Ranch Intangibles, LLLP, may commence the assignment of ERCs at such time as the Wastewater Plant is operating pursuant to the requirements of the applicable FDEP permit and meeting all effluent permit requirements associated with Public Access Reclaimed Water Standards. No Capacity Fees shall be due to the City for ERCs assigned to third parties under this section. Thomas Ranch Intangibles, LLLP, shall have the right to all amounts received from the sale of ERCs pursuant to this section and the City shall not be entitled to any proceeds from such sale.

E. Annual Review. Commencing one year from the date of the conveyance and acceptance of the Wastewater Plant by City and continuing on the same day of each year thereafter ("**Anniversary Date**"), the City shall review the available capacity in the Wastewater Plant. At such time, the City shall determine the available Wastewater Plant Capacity by subtracting the measured influent annual average daily flow from the permitted capacity of the Wastewater Plant and report the result to WV and Thomas Ranch Intangibles, LLLP. Subject to FDEP rules, and the up-to-date reporting of ERC assignments by Thomas Ranch Intangibles, LLP, as long as Wastewater Plant Capacity exists, Thomas Ranch Intangibles, LLLP, or its assigns shall have the right to assign or sell wastewater ERCs at the City's prevailing rates to third parties and the City shall accept and recognize the assignment of such ERCs in the same manner the City would recognize an ERC issued by the City. No Capacity Fees shall be due to the City for ERCs assigned to third parties under this section. Thomas Ranch Intangibles, LLLP, shall have the right to all amounts received from the sale of ERCs pursuant to this section and the City shall not be entitled to any proceeds from such sale.

F. Use of Wastewater Plant by City for Areas Outside the District. The City may elect to use the Wastewater Plant to serve property within the City that lies west of the Myakka River. Such use shall be limited to 200 total wastewater ERCs (or more as

the City and the District mutually agree upon) and prior to any connection, the City shall purchase each ERC from Thomas Ranch Intangibles, LLLP, for an amount equal to the then existing Capacity Fee for a Wastewater ERC.

7.2. Future Additional Wastewater Plant.

A. Plan and Design. In accordance with Florida Administrative Code Rule 62-600.405, as may be amended from time to time, or as reasonably determined by the City, the District may be required to commence planning and design, at its expense, for the expansion of the then-existing Wastewater Plant (“**New Wastewater Plant Construction**”) to increase wastewater capacity. The District shall bear all costs associated with the design, permitting, and construction of the New Wastewater Plant Construction related to the Incorporated Property needs.

B. Construction. New Wastewater Construction shall commence in accordance with Wastewater Facilities Regulations requiring the commencement of construction. The District’s obligation to commence and complete the construction pursuant to this section is subject to obtaining building permits and to any occurrence beyond the District’s reasonable control that causes a delay in construction.

C. Capacity. Any New Wastewater Plant Construction under this section may increase the wastewater capacity for the Incorporated Property. City and District agree that all wastewater capacity created by the New Wastewater Plant Construction shall be allocated to future use by WV, except as may be allocated to the City upon mutual agreement by the City and the District and for an amount no greater than the then existing Capacity Fee for a Wastewater ERC. No later than five business days following the effective date of any assignment of ERCs, Thomas Ranch Intangibles, LLLP shall email the assignment to the City at: npuengineering@cityofnorthport.com. The capacity created by New Wastewater Plant Construction shall be determined by the total permitted capacity of the New Wastewater Plant Construction, minus any ERCs assigned by Thomas Ranch Intangibles, LLLP, related to the New Wastewater Plant Construction, if any, but unconnected to the New Wastewater Plant Construction (“**Wastewater Capacity**”). Notwithstanding anything to the contrary, in determining Wastewater Capacity, the parties shall take into account the capacity of the Wastewater Plant in its entirety as modified by the New Wastewater Plant Construction. As long as Wastewater Capacity exists, Thomas Ranch Intangibles, LLLP, or its assigns shall have the right to assign or sell wastewater ERCs at the City’s prevailing rates to third parties and the City shall accept and recognize the assignment of such ERCs in the same manner the City would recognize an ERC issued by the City. Thomas Ranch Intangibles, LLLP may commence the assignment of ERCs at such time as the New Wastewater Plant Construction is operating pursuant the requirements of the applicable FDEP permit. No Capacity Fees shall be due to the City for ERCs assigned to third parties under this section. Thomas Ranch Intangibles, LLLP, shall have the right to all

amounts received from the sale of ERCs pursuant to this section and the City shall not be entitled to any proceeds from such sale.

7.3. Acknowledgment. The City and the District acknowledge and agree as follows:

A. The capacity created by the Wastewater Plant and the New Wastewater Plant Construction contemplated by this section shall be utilized solely for the benefit of the Incorporated Property, to the extent that the District, WV, or WV related entities pay for the entire Wastewater Plant and the future New Wastewater Plant Construction, or as the City and District mutually agree to use of capacity by the City. Provision of service outside the corporate boundaries of the City shall be contingent on the legal actions necessary to establish the City's authority to serve such area. Notwithstanding anything to the contrary, Thomas Ranch Intangibles, LLLP or its assigns shall have the right, but not the obligation, to assign or sell wastewater ERCs pursuant to this section to serve any property within the District Boundaries (as may be amended from time to time) located within the City of North Port (as may be amended by annexation from time to time) that can be served by the Wastewater Plant and the New Wastewater Plant Construction.

B. No wastewater Capacity Fees shall be due for any capacity supplied by the Wastewater Plant or New Wastewater Plant Construction created by Section 7.

C. In the event insufficient wastewater capacity is available than required by the City to commence construction on a project, upon the commencement of the construction of the Wastewater Plant or New Wastewater Plant Construction to create additional wastewater capacity, the WV Entities or their assigns shall be entitled to: (i) commence with design and permitting approvals from the City (which shall be limited to those City approvals that do not require Florida Health Department or FDEP approvals) for the Incorporated Property; (ii) obtain permits and commence clearing and mass-grading on the Incorporated Property; and (iii) obtain permits from the City and commence construction on roadways, open space, recreation areas, golf courses and other improvements that do not require wastewater ERCs, pursuant to phased construction plans, without such available capacity, but shall do so at their sole risk, and in no event shall a certificate of occupancy or certification of completion be issued until additional wastewater capacity exists.

D. All wastewater capacity created under this Section 7 shall be assigned for the benefit of Thomas Ranch Intangibles, LLLP. Thomas Ranch Intangibles, LLLP, shall have the ability to assign or sell wastewater ERCs to third parties as long as wastewater capacity exists, subject to the requirement that Thomas Ranch Intangibles, LLLP, email any such assignment to the City within five business days of the assignment's effective date.



E. The City agrees to cooperate and provide access to the previously conveyed Wastewater Plant or wastewater infrastructure in the event such access is required to expand existing wastewater capacity. In the event the District determines, with the City's approval (which approval shall not be unreasonably withheld), that to create wastewater capacity, it needs to improve or expand the Wastewater Plant, the City shall grant the District a license, on mutually agreeable terms, to enter upon such property necessary to complete the improvements or expansion. The license shall be conditioned upon the District's necessary assurances, reasonably agreeable to the City's counsel, that its activities do not impair the City's operations.

## SECTION 8. CONSTRUCTION OF WATER INFRASTRUCTURE.

### 8.1. Water Plant.

A. Plan and Design: The District has commenced planning and design of the Water Plant prior to the Effective Date of this Agreement.

B. Construction: The District shall commence construction of the Water Plant when 1,000 of the 5,600 water ERCs allocated to the District remain to be connected. Upon final completion of the construction of the Water Plant and certification by FDEP, the District shall convey the Water Plant and all related infrastructure, warranties, and/or other necessary interests to the City for ownership, operation and maintenance pursuant to Section 5 of this Agreement. The District's obligation to commence and complete the construction pursuant to this section is subject to obtaining building permits and to any occurrence beyond the District's reasonable control that causes a delay in construction.

C. Additional Water ERCs Created by Water Plant. City and District agree that all water capacity created by the Water Plant shall be allocated to future use by WV. The capacity of the Water Plant shall be determined by the permitted capacity of the Water Plant, minus any ERCs assigned by Thomas Ranch Intangibles, LLLP but unconnected to the Water Plant ("Water Plant Capacity"). No later than five business days following the effective date of any assignment of ERCs, Thomas Ranch Intangibles, LLLP shall email the assignment to the City at: [npuengineering@cityofnorthport.com](mailto:npuengineering@cityofnorthport.com). As long as Water Plant Capacity exists, Thomas Ranch Intangibles, LLLP, or its assigns shall have the right to assign or sell water ERCs at the City's prevailing rates to third parties and the City shall accept and recognize the assignment of such ERCs in the same manner the City would recognize an ERC issued by the City. Thomas Ranch Intangibles, LLLP, may commence the assignment of ERCs at such time as the Water Plant is operating pursuant the requirements of the applicable FDEP permit, including all water quality parameters. No Capacity Fees shall be due to the City for ERCs assigned to third parties under this section. Thomas Ranch Intangibles, LLLP, shall have the right to all amounts received from the sale of ERCs pursuant to this section and

the City shall not be entitled to any proceeds from such sale.

8.2. Future Additional Water Plants.

A. Plan and Design. The District shall commence planning and design for expansion of the Water Plant, or future additional water plants at its expense, to increase the available water capacity (“**New Water Plant Construction**”) at such time as the Water Facilities Regulations require the commencement of planning and design.

B. Construction. New Water Plant Construction shall commence at such time as to allow for the future Water Plant to be completed and certified by FDEP not later than six (6) months before the maximum day demand will exceed the total permitted maximum day operating capacity of the Water Plant or that finished water storage need, including fire storage if fire protection is being provided, will exceed the existing total useful finished water storage capacity. The District’s obligation to commence and complete the New Water Plant Construction pursuant to this section is subject to obtaining building permits and to any occurrence beyond the District’s reasonable control that causes a delay in construction

C. Capacity. Any New Water Plant Construction under this section may increase the water capacity for the Incorporated Property. City and District agree that all water capacity created by the New Water Plant Construction shall be allocated to future use by WV, except as may be allocated to the City upon mutual agreement by the City and the District and for an amount no greater than the then existing Capacity Fee for a water ERC. The capacity created by New Water Plant Construction shall be determined by the total permitted capacity of the New Water Plant Construction, minus any ERCs assigned by Thomas Ranch Intangibles, LLLP, related to the New Water Plant Construction, if any, but unconnected to the New Water Plant Construction (“**Water Capacity**”). Notwithstanding anything to the contrary, in determining Water Capacity, the parties shall take into account the capacity of the Water Plant in its entirety as modified by the New Water Plant Construction. As long as Water Capacity exists, Thomas Ranch Intangibles, LLLP, or its assigns shall have the right to assign or sell water ERCs at the City’s prevailing rates to third parties and the City shall accept and recognize the assignment of such ERCs in the same manner the City would recognize an ERC issued by the City. Thomas Ranch Intangibles, LLLP, may commence the assignment of ERCs at such time as the New Water Plant Construction is operating pursuant to the requirements of the applicable FDEP permit. No Capacity Fees shall be due to the City for ERCs assigned to third parties under this section. Thomas Ranch Intangibles, LLLP, shall have the right to all amounts received from the sale of ERCs pursuant to this section and the City shall not be entitled to any proceeds from such sale.

8.3. Acknowledgment. The City and the District acknowledge and agree as follows:

A. The capacity created by the Water Plant and the New Water Plant Construction contemplated by this section shall be utilized solely for the benefit of the District Boundaries, to the extent that the District, WV, or WV entities pay for the entire Water Plant and the New Water Plant Construction. The City may elect to use the Water Plant or the New Water Plant Construction to serve property within the City that lies west of the Myakka River. Such use shall be limited to no more than 200 total water ERCs (or more as the City and the District mutually agree upon) and prior to any connection, the City shall purchase each ERC from Thomas Ranch Intangibles, LLLP for an amount equal to the then existing Capacity Fee for a water ERC. Provision of service outside the corporate boundaries of the City shall be contingent on the legal actions necessary to establish the City's authority to serve such area. Notwithstanding anything to the contrary, Thomas Ranch Intangibles, LLLP or its assigns shall have the right to assign or sell water ERCs pursuant to this section to serve any property within the District Boundaries (as may be amended from time to time) located within the City of North Port (as may be amended by annexation from time to time) that can be served by the Water Plant and the New Water Plant Construction.

B. No water Capacity Fees shall be due for any capacity supplied by the Water Plant or the New Water Plant Construction created by Section 8.

C. In the event insufficient water capacity is available than required by the City to commence construction on a project, upon the commencement of the construction of the Water Plant or New Water Plant Construction to create additional water capacity, the WV Entities or their assigns shall be entitled to: (i) commence with design and permitting approvals from the City (which shall be limited to those City approvals that do not require approvals from the Florida Health Department or FDEP) for the Incorporated Property; (ii) obtain permits and commence clearing and mass-grading on the Incorporated Property; and (iii) obtain permits for the City and commence construction on roadways, open space, recreation areas, golf courses and other improvements that do not require water ERCs, without such available capacity, but shall do so at their sole risk, and in no event shall a certificate of occupancy or certification of completion be issued until additional water capacity exists.

D. All water capacity created under this Section 8 shall be assigned for the benefit of Thomas Ranch Intangibles, LLLP. Thomas Ranch Intangibles, LLLP, shall have the ability to assign or sell water ERCs to third parties as long as water capacity exists, subject to the requirement that Thomas Ranch Intangibles, LLLP, email any such assignment to the City within five business days of the assignment's effective date.

E. The City agrees to cooperate and provide access to the previously conveyed Water Plant or water infrastructure in the event such access is required to expand existing water capacity. In the event the District determines, with the City's

approval (which approval shall not be unreasonably withheld), that to create additional water capacity, it needs to improve or expand the Water Plant previously conveyed to the City, the City shall grant the District a license, on mutually agreeable terms, to enter upon such property necessary to complete the improvements or expansion. The license shall be conditioned upon necessary assurances by the District, reasonably agreeable to the City's counsel, that its activities do not impair the City's operations.

F. Upon the District's request, the City shall provide the District with historical water supply demand data within the District supporting the need for a potable water source on the Incorporated Property for use in a Water Use Permit ("WUP") application. To the extent the City has or will include water demand data for the Incorporated Property as a part of its City-wide Utilities planning, the City agrees to inform SWFWMD of the terms of this Agreement and the responsibility of WV or the District for water resource and treatment plant development. It is the City's responsibility to revise any of its SWFWMD applications or other filings to reflect the demands within the Incorporated Property and the sources and quantities of water to be supplied from the Incorporated Property. In the event SWFWMD does not approve a WUP for the Water Source, the District shall not be required to construct the Water Plant, and the City shall not be required to provide service beyond 5,600 connections. In that event, the City, WV, and the District shall cooperate to address future water supply to the Incorporated Property.

## **SECTION 9. GUARANTEED REVENUE FOR ERCs.**

9.1 Consistent with Section 78-34 of the Water and Wastewater Utility Code, on June 30 of each year, the City shall bill and WV, its successors, or assigns, shall pay within thirty (30) days of the invoice date, for Guaranteed Revenue Charges as follows:

A. The parties acknowledge and agree that notwithstanding the amount of capacity available to WV and Thomas Ranch Intangibles, LLLP pursuant to Sections 6, 7, and 8, Guaranteed Revenue Charges shall be due to the City in a minimum of 400 wastewater ERCs and 400 water ERCs each year. Guaranteed Revenue Charges for an ERC shall cease as such time as an assigned ERC is connected to the wastewater or water systems.

B. The Guarantee Revenue Charges for a minimum of 400 ERCs annually pursuant to Section 9.1.A shall only commence at such time as the capacity is available.

C. The obligation to pay for Guaranteed Revenue Charges for a minimum of 400 ERCs annually pursuant to Sections 9.1.A is cumulative. For example, in year one, if 500 ERCs are assigned, the minimum required Guaranteed Revenue Charges for year two shall be for 300 ERCs.

9.2 The City agrees to accept Guaranteed Revenue Charge payments from assignees of this Agreement. In the event an ERC is assigned to a third party, such third party shall be responsible for payment of the Guaranteed Revenue Charge related to the transferred ERC.

#### **SECTION 10. WEST VILLAGES IMPROVEMENT DISTRICT.**

10.1 The District was created by Chapter 2004-456, Laws of Florida enacted by the Florida Legislature, as amended by Chapters 2006-355, 2007-307 and 2008-284, Laws of Florida (collectively, the “**Special Act**”). The District encompasses approximately 8,200 acres located within the City, which are owned by the WV Entities, certain Village Developers, and resident homeowners, plus approximately 4,200 acres located in unincorporated Sarasota County. The District was created to, among other things, finance, plan, design, construct and operate water plants and systems, and wastewater plants and systems, and charge for such services; provided, that the exercise of such construction, operation, and fee establishment powers within the City are subject to the City’s approval, and further that, at the City’s request, subject to a utilities developer agreement, to donate and turn over operation of all or any portion of the water and wastewater systems within the City or used to serve the City.

10.2 The parties acknowledge and agree that WV is relying on the District, and the District hereby agrees, to fund and construct certain facilities described in this Agreement, and to convey such facilities to the City. The parties intend this Agreement to be a utilities developer agreement as referenced in the Special Act. As such, the District shall not operate any Water Facilities or Wastewater Facilities, or allow such facilities to be operated, within the boundaries of that portion of the District that lies within the City, by any entity other than the City, unless otherwise provided for herein.

10.3 The City acknowledges the site for the Wastewater Plant has been conveyed to the District. WV or the District shall determine a site for the Water Plant, and such site shall be of a size that is design-dependent as the City and the District mutually agree and reasonably determine. The Water Plant site shall be conveyed to the City upon completion of construction of the Water Plant pursuant to the requirements of Section 5.

#### **SECTION 11. BINDING AGREEMENT; ASSIGNMENT; INDEMNIFICATION.**

11.1 This Agreement shall be binding upon and shall inure to the benefit of WV, its successors and assigns, the District, and the City. This Agreement may not be assigned by any party without the written consent of the other parties. The City’s assignment approval may be made by the City Manager or the City Manger’s designee, provided nothing in this Section shall prohibit the City Manager, in the City Manager’s sole discretion, from requesting City Commission approval of any assignment request. The parties acknowledge that WV intends to have Village Developers develop all or portions of the Incorporated Property. The parties further acknowledge that a Village Developer or builder may pay the water and wastewater Capacity Fees (if applicable) called for under this Agreement, and a separate third-party

developer or builder may construct and convey Local Facilities and request service from the City for certain Villages or portions of the Incorporated Property. The City agrees to accept Capacity Fees payments, Local Facilities, and Guaranteed Revenue Payments from a Village Developer. The City shall maintain a database of ERCs utilized by Village Developers. The City agrees to provide this information to WV, the District, and an affected Village Developer, upon request and at the requester's cost.

11.2 WV and the District agree to indemnify, defend, and hold the City harmless from all costs and expenses incurred by the City as a result of any litigation or other dispute arising out of the reimbursement of Capacity Fees or the crediting of ERCs described in this Agreement, provided nothing herein shall be deemed or construed as a waiver or limitation by the District of its sovereign immunity protections and rights under Section 768.28, Florida Statutes.

## **SECTION 12. RECLAIMED WATER SYSTEM.**

12.1 Reclaimed Water System. In addition to the Wastewater Facilities, the District shall construct a reclaimed water transmission system beginning at the Wastewater Plant and extending to the effluent storage ponds ("**Reclaimed Water Storage and Transmission System**") where the District shall blend and utilize such reclaimed water with other irrigation water quality sources of the WV Entities. The District shall distribute the blended reclaimed water from the effluent storage ponds to the perimeter of the individual Villages throughout the Incorporated Property ("**Reclaimed Water Distribution System**"). The Reclaimed Water Storage and Transmission System and deep injection well shall be sized sufficiently to store or dispose of effluent generated by the Wastewater Plant and future expansions thereof through build-out of the Incorporated Property, which sizing shall be at least one day's worth of Wastewater Plant capacity. The District shall construct, own, and operate The Reclaimed Water Storage and Transmission System and the Reclaimed Water Distribution System (which shall not include the deep injection well which shall remain the responsibility of the City) within the Incorporated Property in accordance with the City's Utilities Standards and FDEP standards, as may be amended from time to time. The Reclaimed Water Storage and Transmission System and the Reclaimed Water Distribution System shall be planned in such a manner to serve the current and future irrigation needs of the Incorporated Property in conjunction with other water sources, including service to golf courses, parks, recreation areas, and residential and non-residential sites. In exchange for the District designing, constructing and operating a master irrigation water quality storage and distribution system, the City agrees to provide all the reclaimed water produced from the Wastewater Plant to the District at bulk rates as established by City rate resolution for reuse through the Reclaimed Water Storage and Transmission System. The District's acceptance of reclaimed water and the City's duty to provide same shall commence immediately following conveyance of the Wastewater Plant to the City. Subject to deep injection well operational testing requirement and to the extent the District has the need for reclaimed water and has the ability to store the reclaimed water, the District shall accept all reclaimed water available from the Wastewater Plant that is needed for

District irrigation purposes as its primary source for irrigation water prior to using groundwater or purchasing additional reclaimed water from Englewood Water District and/or Sarasota County. In no event shall the District be required to accept and purchase reclaimed water that is not needed for District irrigation needs. Additional water sources may only be used after all reclaimed water from the Wastewater Plant has been utilized and additional irrigation water is needed to meet the District's irrigation needs. The District will not substitute other sources, excluding Island Walk and Gran Paradiso, for reclaimed water from the City. The District shall only be responsible for payment of the amount of reclaimed water actually metered and delivered to the District, which shall not include water discharged to the deep injection well. The Reclaimed Water Distribution System shall meet all of the requirements of the state and federal regulations, and include, as appropriate, the posting of signs, a program designed to prevent cross connections with potable water systems, the maintenance of appropriate distance between potable water wells and reclaimed water holding ponds, the construction, maintenance, and sampling of any and all monitoring wells required by local, state, or federal regulations, and such features as are necessary and appropriate to demonstrate compliance with reclaimed water and water quality parameters as set forth in FDEP rules and regulations and the FDEP permit.

12.2 Wet Weather Discharge. The District shall construct wet weather and non-application discharge for reclaimed water by deep injection well in accordance with all appropriate local, state, and federal rules and regulations in order to protect the human health and the environment (the "**Wet Weather Discharge**"). The Wet Weather Discharge shall be conveyed to and operated by the City pursuant to Florida Administrative Code Section 62-610.414, as may be amended from time to time, or as identified in the permit for the Wastewater Plant (whichever is more stringent) and may be relied upon by the City in permitting and operating the Wastewater Facilities. If during future permitting and expansions of the Wastewater Plant, additional facilities are needed to comply with the requirements of FDEP and/or future demands, then the District shall either construct those facilities within the Incorporated Property that will be conveyed to the City or construct an alternative means for disposal of the public access reclaimed water.

12.3 The District, WV, or third parties other than the City shall own, operate and maintain their Reclaimed Water Storage and Transmission System and Reclaimed Water Distribution System in compliance with Florida Administrative Code Chapter 62-610, as may be amended from time to time, including the groundwater monitoring plan and associated monitoring wells, and the party responsible for any violation shall be responsible for any fine, regulatory enforcement action, or direct costs the City incurs as a result of the failure of the District, WV, or third parties other than the City to do so. The Reclaimed Water System, including the groundwater monitoring program, shall be permitted in the name of the District, not the City. The City shall be responsible, at its sole costs and expense, for providing treated effluent water that meets the permit requirements and the City shall be responsible for any violations, costs, or expenses related to its failure to provide water at such effluent quality.

Once water has been metered, the City's responsibility for the effluent quality of such water shall cease.

12.4 The parties understand and acknowledge that the City will not guarantee the delivery of a set amount of reclaimed water. The parties further agree that the City shall not be held liable to the District for any damages or expenses incurred by the District because of the City's failure to deliver reclaimed water. The parties accept the possibility that the City may be required to disrupt reclaimed water service due to emergency conditions, peak demands, or planned system maintenance. The District shall be responsible for any damage that such disruptions may cause to the District-owned facilities. The City shall provide a minimum of five days' advance notice to District of any planned disruptions of reclaimed water quantities and shall provide notice as soon as possible for emergency conditions related to the reclaimed water. The District shall have the exclusive right to all reclaimed water generated by the Wastewater Plant.

### **SECTION 13. FIRE FLOW.**

In the event governmental regulations require, the District shall be responsible for the design and construction of storage facilities and/or any other necessary infrastructure and facilities to ensure the appropriate level of fire flow to the Incorporated Property.

### **SECTION 14. FUTURE CAPACITY AND COOPERATION.**

In order to expand utility services provided for in this Agreement, the parties agree to cooperate as necessary to amend this Agreement to address the provisions of utilities service to the Incorporated Property through build out. Such amendment shall include a schedule for completion of subsequent phases of the wastewater treatment plant, the water treatment plants, and sources of water supply, if such is necessary, to serve the Incorporated Property.

### **SECTION 15. EVENT OF DEFAULT.**

15.1 Subject to Section 15.3, the term "Event of Default" as used in this Agreement means the occurrence of any one or more of the following conditions:

- A. A party's failure to timely perform the covenants and agreements contained in this Agreement;
- B. A party's representations or warranties contained in this Agreement as of the date of said party's execution of this Agreement are not true and correct in any material respect;
- C. The WV or the WV Entities are voluntarily adjudicated bankrupt or insolvent; seek, allow or consent to the appointment of a receiver or trustee for



themselves or for all or any part of their property; file a petition seeking relief under the bankruptcy or similar laws of the United States, or any state of competent jurisdiction; make a general assignment for the benefit of creditors; or admit in writing their inability to pay their debts as they mature;

D. A court of competent jurisdiction enters an order, judgment, or decree, without the consent of the party, appointing a receiver or trustee for a party, or for all or any part of the Incorporated Property while owned by a party;

E. Failure to timely pay Capacity Fees, Guaranteed Revenue Charges, or fees and costs required by this Agreement; or

F. Failure to comply with the schedule for completion of the Wastewater Plant.

15.2 WV's or the District's failure to timely comply with the requirements of purchasing ERCs shall not relieve WV or the District of their respective obligation to develop and deliver the water resources as required therein.

15.3 Notwithstanding anything to the contrary, the events described in Section 15.1 shall not constitute an Event of Default or give rise to any rights or remedies of the City until the defaulting party is provided written notice of such condition, and the defaulting party fails to cure the condition within a reasonable amount of time. Should a party fail to cure an Event of Default upon its receipt of proper notices, the non-defaulting party may undertake the legal actions it deems necessary to enforce its right and remedies as provided under this Agreement and all applicable laws. Notwithstanding anything to the contrary, in the event WV defaults by failing to pay a Capacity Fee for an ERC when due, the City shall provide written notice of such default and WV shall have 15 days from receipt of such notice to pay the Capacity Fee and cure the default. In the event WV fails to pay the Capacity Fees due after the expiration of such 15-day grace period, WV shall be assessed a five percent (5%) late fee to be calculated on any delinquent payments.

15.4 Upon the occurrence of an Event of Default by WV or the District that adversely affects in any substantive manner the ability of the parties to effectuate the intent of this Agreement, the City, in addition to any other remedy it may have, may at its option refuse to provide water and/or wastewater service to the Incorporated Property beyond service already being rendered by it to individual customers (other than the WV Entities or its agents or subcontractors) and to any of the improvements therein and terminate this Agreement by written notice thereof to WV and the District. In addition to all other remedies the City may have, including a suit for damages and/or equitable relief, upon an Event of Default, the City shall be entitled to retain the amounts paid or payable hereunder and to sell all or a portion of the capacity reserved hereunder without obligation, to provide alternate or substitute capacity.

15.5 In those instances under and pursuant to this Agreement, wherein WV and the District have specifically agreed that they have a joint obligation to satisfy an obligation that, if not satisfied in a timely fashion, will result in an Event of Default, then in that event such an Event of Default by WV shall be considered an Event of Default by the District and an Event of Default by the District shall be considered an Event of Default by WV. Provided, however, nothing in this Agreement shall be deemed or construed as the District's: (i) waiver of its sovereign immunity rights and privileges or the conditions and limitations of Section 768.28, Florida Statutes; (ii) pledge of its ability to levy non-ad valorem special assessments as provided in the Special Act; or (iii) pledge of its credit for private purposes.

#### **SECTION 16. INSURANCE.**

The District shall furnish the City with a certificate(s) of insurance prior to the date upon which the District is to commence construction of any Local Facilities, Major Transmission Facilities, Water Plant and Wastewater Plant. Said certificate shall provide that except for non-payment of premiums, insurance coverage shall not be canceled or reduced by the insurance carrier without at least thirty (30) days prior written notice to the City. Insurance policies must be written on companies licensed to do business in the State of Florida. The District shall meet, as a minimum, insurance requirements as set forth in "Exhibit G," attached hereto and made a part hereof by reference.

#### **SECTION 17. OWNERSHIP OF FACILITIES.**

The parties agree that all Water Facilities and Wastewater Facilities conveyed to the City for use in connection with providing water and wastewater services to the Incorporated Property, shall be conveyed free and clear of all liens and encumbrances, except as may be otherwise permitted herein.

#### **SECTION 18. APPLICATION OF RULES, REGULATIONS, AND RATES.**

Notwithstanding any provision in this Agreement, the City may establish, revise, modify and enforce rules, regulations, and rates covering the provision of water and wastewater services to the Incorporated Property. Such rules, regulations, and rates are subject to the approval of the City Commission of the City of North Port, Florida. Rates charged to customers located upon the Incorporated Property shall be identical to rates charged to other City customers for the same classification of service unless the City otherwise agrees. All rules, regulations, and rates in effect, or placed into effect in accordance with the preceding, shall be binding upon WV, its successors or assigns, and the WV Entities; upon any other entity holding by, through or under the WV, its successors or assigns, and the WV Entities; and upon any customer of the water and wastewater the City provides to the Incorporated Property.

#### **SECTION 19. PERMISSION TO CONNECT REQUIRED.**

The WV, WV Entities, or any owner of any parcel of the Incorporated Property, or any occupant of any residences or buildings located thereon, shall not have the right to and shall not connect any customer installation to the City's water and/or wastewater facilities until the applicable Water Plant or Wastewater Plant is operating and meeting all water quality and other requirements pursuant to the requirements in the FDEP permit.

**SECTION 20. NOTICES.**

Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, or by overnight mail to:

For WV:

West Villages, LLLP  
Attn: President  
19503 South West Villages Parkway, #14  
Venice, Florida 34293  
Telephone: (941) 999-4822

with a copy to:

Mattamy Tampa/Sarasota LLC  
Attn: Leslie Candes  
4901 Vineland Rd  
Suite 450  
Orlando, Florida 32811  
Telephone: (407) 845-8191

For the City:

City of North Port, Florida  
Attention: Utilities Director  
6644 West Price Boulevard  
North Port, Florida 34291  
Telephone. 941-240-8000

For the District:

West Villages Improvement District  
c/o Special District Services, Inc.  
2501A Burns Road  
Palm Beach Gardens, Florida 33410

with a copy to:

Hopping, Green & Sams, P.A.  
Attn: Jonathan Johnson  
119 S. Monroe Street,  
Suite 32301  
Tallahassee, FL 32301  
Telephone: (850) 222-7500

## **SECTION 21. GENERAL.**

**21.1 Survival of Covenants.** The rights, privileges, obligations, and covenants of the parties shall survive the completion of the work of the District with respect to: (i) completing the water and wastewater facilities; (ii) services to any phase area and to the Incorporated Property as a whole; and (iii) the duties to indemnify, defend, and hold harmless as provided in Sections 11.2, 22.2, 24, and 26.2.

**21.2 Entire Agreement.** This Agreement supersedes all previous agreements (including without limitation, the 2007 Utilities Agreement) or representations, either verbal or written, heretofore in effect between the WV, its successors or assigns, the District, and the City, made with respect to the matters herein contained, and when duly executed, constitutes the agreement between the WV, its successors or assigns, the District and the City. The sole exception is the Interim Agreement, which shall remain in full force and effect according to the terms of that agreement.

**21.3 Amendment.** No additions, alterations or variations of the terms of this Agreement shall be valid, nor can any party waive provisions of this Agreement, unless such additions, alterations, variations or waivers are expressed in writing and duly signed by all parties.

**21.4 Applicable Law and Venue.** The laws of the State of Florida, as well as all applicable local codes and ordinances of the City, as may be amended from time to time, shall govern this Agreement. The exclusive venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement shall be in the applicable federal or state court of Sarasota County, Florida.

**21.5 Attorney's Fees.** In the event that the City, the District, or WV are required to enforce this Agreement by court proceedings or otherwise, by instituting suit or otherwise, then the prevailing party in such suit shall be entitled to recover all costs incurred, including reasonable attorney's fees.

**21.6 Severability.** If any court finds any part of this Agreement invalid or unenforceable, 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 affected. To that end, this Agreement is declared severable.

21.7 Authority to Execute Agreement. The signature by any person to this Agreement shall be deemed a personal warranty by that person that he/she has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act hereunder.

21.8 No Third-Party Beneficiaries. Except for rights granted herein to Thomas Ranch Intangibles, LLLP, this Agreement is solely for the benefit of the City, the District, WV, and their successors and assigns. No right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors, and assigns.

21.9 Recordation. The parties hereto agree that this Agreement and Exhibits attached hereto be recorded in the Public Records of Sarasota County, Florida at the expense of WV.

## **SECTION 22. DISCLAIMERS; LIMITATIONS ON LIABILITY; INDEMNIFICATION.**

22.1 Independent Contractors. The parties deem each other to be independent contractors, and not agents of the other.

### 22.2 Indemnification.

A. WV shall indemnify, defend, and hold harmless the District and City, and their commissioners, officers, directors, agents, and employees, from and against any and all claims, liability, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and fees, including attorneys' fees, for injury (including death) to person or property that may arise from or be related directly or indirectly to: (i) acts, errors, or omissions resulting from WV's respective performance or nonperformance under this Agreement; (ii) failure of WV to perform its respective services hereunder in accordance with generally accepted professional standards; or (iii) any default, breach, violation or nonperformance by WV or its agents, employees, servants, licensees, invitees, or contractors or any person under its control or direction, of any covenant, condition, or provision contained in this Agreement.

B. The District, (without waiver of limitation as provided in Section 768.28, Florida Statutes) shall indemnify, defend, and hold harmless the City and WV, and their

commissioners, officers, directors, agents, and employees, from and against any and all claims, liability, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and fees, including attorneys' fees, for injury (including death) to person or property that may arise from or be related directly or indirectly to: (i) acts, errors, or omissions resulting from the District's respective performance or nonperformance under this Agreement; (ii) failure of the District to perform its respective services hereunder in accordance with generally accepted professional standards; or (iii) any default, breach, violation or nonperformance by the District or its agents, employees, servants, licensees, invitees, or contractors or any person under its control or direction, of any covenant, condition, or provision contained in this Agreement.

C. The City (without waiver of limitation as provided in Section 768.28, Florida Statutes) shall indemnify, defend, and hold harmless the District and WV, and their commissioners, officers, directors, agents, and employees, from and against any and all claims, liability, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and fees, including attorneys' fees, for injury (including death) to person or property that may arise from or be related directly or indirectly to: (i) acts, errors, or omissions resulting from the City's respective performance or nonperformance under this Agreement; (ii) failure to perform the City's respective services hereunder in accordance with generally accepted professional standards; or (iii) any default, breach, violation or nonperformance by the City or its successors, assigns, agents, employees, servants, licensees, invitees, or contractors or any person under its control or direction, of any covenant, condition, or provision contained in this Agreement.

22.3 Force Majeure. No party shall be liable or responsible to the other by reason of the failure or inability of the other parties to take any action that may be required to take or to comply with the requirement imposed hereby or any injury to the other party or by those claiming by or through it, which failure, inability or injury is caused directly or indirectly by force majeure as hereinafter set forth. The term "Force Majeure" as employed herein shall mean acts of god, strikes, lock-outs, or other industrial disturbances; acts of public enemies, war, blockades, riots, acts of armed forces, militia, or public authority, epidemics landslides, earthquakes, fires, storms, floods, or washouts; title disputes; governmental restraints of any nature, whether federal, state, county, municipal or otherwise, civil or military; civil disturbances; explosions; failure or inability to obtain necessary permits or governmental approvals whether resulting from or pursuant to existing or future rules, regulations, orders, laws, or proclamations whether federal, state, county municipal, or otherwise civil or military; or by any other causes, whether or not of the same kind as enumerated herein, not within the sole control of either party and which, by exercise of due diligence, or in the case of permitting the party's best efforts, a party is unable to overcome. Any delays in completion of improvements contemplated by this Agreement resulting from a Force Majeure shall trigger a tolling of the time for delivery of capacity to the City.

22.4 Notwithstanding any other provisions of this Agreement, WV and the District expressly acknowledge that as it relates to any wastewater or water infrastructure existing on the date of this Agreement: (i) that they have no pledge of or lien upon any real property (including, specifically, the City's water and wastewater system), any personal property, or any existing or future revenue source of the City (including, specifically, any resources or rates, fees, or charges the City collects in connection with the City's water and wastewater system) as security for any amounts of money payable by the City under this Agreement; and (ii) that their rights to any payments or credits under this Agreement are subordinate to the rights of all holders of any bonds, or notes of the City, whether currently outstanding or hereafter issued.

### **SECTION 23. COVENANT NOT TO ENGAGE IN UTILITIES BUSINESS.**

For so long as the City is providing such services sufficient to meet all the water and wastewater demands within the Incorporated Property, WV and the District, as a further consideration for this Agreement, agree not to engage in the business of providing potable water and wastewater (but excluded therefrom is the distribution and sale of reuse water) services to the Incorporated Property, or permit any third party to so provide, during the period of time the City, its successors and assigns, provide potable water and wastewater services to the Incorporated Property, it being the intention of the parties hereto that the foregoing provision shall be a covenant running with the land and the City shall have the sole and exclusive right and privilege to provide potable water and wastewater (but excluding reuse and irrigation water services) services to the Incorporated Property and to the occupants of each residence, building or unit constructed thereon. The City may sell reclaimed water to the District. WV and the District further agree not to resell or provide any utilities services (excluding reuse and irrigation water services) the City provides outside of the Incorporated Property without the City's written consent. Notwithstanding the foregoing, if the City is unable to provide, in whole or in part, potable water or wastewater service as required by this Agreement, the District, WV, their successors or assigns, may request the City to permit any third party or parties to provide potable water or wastewater services to the Incorporated Property.

### **SECTION 24. LEGAL ACTIONS; INDEMNIFICATION.**

If any legal action or administrative proceeding is brought against the City due to a breach of this Agreement by WV or District, the City shall promptly notify the party in breach of this Agreement ("Responsible Party"), and the Responsible Party shall assume the City's defense thereof including the employment of counsel and the payment of all expenses. Notwithstanding the foregoing, nothing herein shall be deemed or construed as a waiver or limitation by the District of its sovereign immunity protections and rights under Section 768.28, Florida Statutes. WV and the District shall not be liable for any settlement of any action without their express written consent, but if there be a final judgment against the City, the Responsible Party shall indemnify and hold harmless the City from and against any loss, liability, cost or expense (including reasonable attorney's fees, whether prior to, during or after

trial or in the event of any appeal) by reason of such settlement or judgment to the extent same is not as a result of the acts or omissions of the City or its authorized agents. In the event it is determined that a Responsible Party is not in breach of this Agreement after being provided notice of a breach by the City, the City shall promptly pay to the Responsible Party all costs and expenses paid by the Responsible Party related to the defense of the City and reimbursement of expenses to City as described in this Section. Provided, however, nothing contained herein shall be deemed or construed as a waiver or limitation by the City or the District of its respective sovereign immunity rights and authorizations.

#### **SECTION 25. CONSENT TO FUNDING FOR CONSTRUCTION.**

By execution of this Agreement, and in consideration of the District's obligations as contemplated in this Agreement, the City hereby consents and shall cooperate with the District to act on the City's behalf to prepare, file, and/or secure any federal, state, or other local funding sources deemed to be necessary or in the District's best interests, for the design and/or construction of the utilities infrastructure required to be constructed pursuant to this Agreement. Except as otherwise provided herein, the District agrees that it shall not own, operate, or maintain potable water and wastewater infrastructure located within the City boundaries (excluding reclaimed water infrastructure). The City acknowledges and agrees that any available governmental grants applied for and received by the District shall belong to the District and the City shall cooperate with the applications and approvals necessary for such grants.

#### **SECTION 26. GREASE TRAPS; INDEMNIFICATION.**

26.1 If a restaurant, hospital, nursing home or any other use involving commercial kitchen facilities is located on the Incorporated Property, the District or a project developer, as appropriate the ("**Responsible Developer**"), shall include as part of the Local Facilities, as appropriate, such grease interceptors or grease traps (a "**Grease Trap**") as may be required by the City Utilities Standards or by applicable law, codes, rules, regulations and standards pertaining thereto, as may be amended from time to time. All wastewater from any grease producing equipment, including floor drains in food preparation areas, must first enter the Grease Trap for pretreatment before the wastewater is delivered to City's wastewater system. Provisions for a Grease Trap shall be included in the plans and specifications and shall call for such size, capacity and other specifications as required by the City's Utilities Standards and the applicable governmental agencies. The Responsible Developer shall obtain the necessary permits for the Grease Trap and shall operate and maintain the same in accordance with the requirements of the City and the applicable governmental agencies. The City shall have the right, but not the obligation, to inspect and test any Grease Trap to ensure Responsible Developer's compliance with the terms hereof.

26.2 Responsible Developer shall indemnify and hold harmless City from and against any and all liability, cost, expenses and fees, including attorneys' fees and costs, arising or



resulting from Responsible Developer's failure to install and adequately maintain a Grease Trap including, without limitation, any costs or expenses resulting or arising from damage to the City's wastewater system lines, lift stations and plant facilities caused by grease, oil, fats, prohibited solvents or any other materials entering into or coming in contact with such lines, lift stations and plant facilities because of Responsible Developer's failure to adhere to the provisions.

**SECTION 27. ENGINEERING FEES AND COSTS.**

All the City's third-party engineering fees and costs associated with the construction of the Southwest Wastewater Treatment Facility, or expansions thereto, and the Water Plant, or expansions thereto, shall be borne by the District (subject to the limitations described in this section). As a condition precedent to the City's obligation to allocate ERCs pursuant to this Agreement, the District shall remit to the City full payment for the City's actual third-party engineering fees and costs, as substantiated by invoices the City submits, which reimbursement shall not exceed \$300,000 for the Wastewater Plant, \$300,000 for the Water Plant, and \$300,000 for each Wastewater Plant or Water Plant expansion. Upon such payment, the District and the WV Entities shall have no further obligation to reimburse the City for any engineering fees and costs.

For each year of this Agreement after the first year the \$300,000 capped amount for the Water Plant and a plant expansion shall be adjusted on the basis of the percentage increase if any, in the Engineering News-Record Construction Cost Index

**SECTION 28. LEGAL FEES AND COSTS.**

To cover the City's legal fees and costs, including in-house attorneys' and consultant attorney's fees and costs, associated with the negotiation and preparation of this Agreement, the District agrees to pay to the City the sum of \$50,000. As a condition precedent to the City's obligation to allocate ERCs pursuant to this Agreement, the District shall remit to the City full payment within ten (10) days of the Effective Date of this Agreement.

**IN WITNESS WHEREOF**, the parties have executed or have caused this Agreement, with the named Exhibits attached, if any, to be duly executed in several counterparts, each of which shall be considered an original executed copy of this Agreement.

*(This space intentionally left blank; signature pages to follow)*

Executed by the CITY this 10 day of September, 2019.

THE CITY OF NORTH PORT, FLORIDA

Attest:

Kathryn Peto  
for Kathryn Peto, City Clerk

By: Christopher Hanks  
Christopher Hanks, Mayor

Approved as to Form and Correctness:

(City Seal)

Amber L. Slayton  
Amber L. Slayton, City Attorney

STATE OF FLORIDA  
COUNTY OF SARASOTA

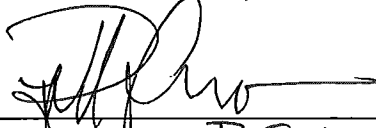
The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of Sept. 2019, by Christopher Hanks, Mayor, City Commission, City of North Port, Florida. He is personally known to me or has produced \_\_\_\_\_ as identification.

Ida Goodman  
Notary Public



Executed by WV this 10<sup>th</sup> day of September, 2019.

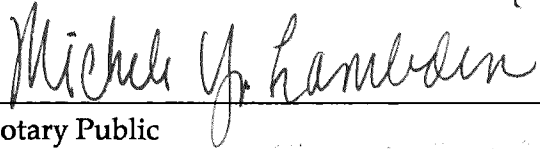
**WEST VILLAGES, LLLP**

  
By: RICHARD P. SEVERANCE  
Its: VP

STATE OF FLORIDA  
COUNTY OF SHELBY

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of September 2019, by Richard P. Severance, the Vice President of West Villages, LLLP. He/she is personally known to me or has produced \_\_\_\_\_ as identification.



  
Notary Public

Executed by the DISTRICT this 10<sup>th</sup> day of September, 2019.

ATTEST:

WEST VILLAGES IMPROVEMENT DISTRICT,  
an independent special district of the State of  
Florida

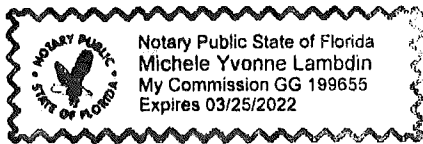
By: [Signature]  
Secretary

By: [Signature]  
By: MARTIN P. BLACK  
Its: CHAIRMAN

(District Seal)

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of September  
2019, by MARTIN P. BLACK, the CHAIRMAN of West  
Villages Improvement District. He/she is personally known to me or has produced  
as identification.



[Signature]  
Notary Public

**EXHIBIT LIST**

EXHIBIT A	Incorporated Property
EXHIBIT B	Total Property
EXHIBIT C	District Boundaries
EXHIBIT D	Capacity Allocation Infrastructure Schedule
EXHIBIT E	Wastewater Treatment Plant Design Criteria Report
EXHIBIT F	Plant Transition Plan
EXHIBIT G	Insurance Requirements
EXHIBIT H	District Utilities Master Plan Requirements
EXHIBIT I	Example Closeout Package

**EXHIBIT A**  
**"Incorporated Property"**

EXHIBIT A  
INCORPORATED PROPERTY

**Tract "C"**

LANDS LOCATED IN TOWNSHIP 39 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA:

That part of Section 32, lying easterly of the easterly Right of Way Line of West Villages Parkway as described in Official Records Instrument No. 2009155882, and 2010059621, less and except the following:

The right-of-way for U.S. Highway No. 41 (State Road No. 45), pursuant to Order of Taking recorded in Official Records Book 1039, Page 762, of the Public Records of Sarasota County, Florida

That portion of lands conveyed to the District Board of Trustees of Manatee Junior College by instrument recorded in Official Records Book 1571, Page 2172, of the Public Records of Sarasota County, Florida

All of Section 33, lying South of U.S. Highway No. 41 (State Road No. 45), less and except the following:

The right-of-way for U.S. Highway No. 41 (State Road No. 45), pursuant to Order of Taking recorded in Official Records Book 1039, Page 762, of the Public Records of Sarasota County, Florida

That portion of lands conveyed to the District Board of Trustees of Manatee Junior College, by instrument recorded in Official Records Book 1571, Page 2172, of the Public Records of Sarasota County, Florida

Lands conveyed to County of Sarasota by instrument recorded in Official Records Book 2389, Page 528, of the Public Records of Sarasota County, Florida

Lands conveyed to John H. Nevins, as Bishop of the Diocese of Venice, by instrument recorded in the Official Records as Instrument No. 1998166154 of the Public Records of Sarasota County, Florida

Lands conveyed to West Villages Improvement District by instrument recorded in the Official Records as Instrument No. 2005281157 of the Public Records of Sarasota County, Florida

The Southwest 1/4 of Section 34, lying West of County Road No. 777, less and except the following:

The North 1/2 of the NW 1/4 of the SW 1/4

The maintained right-of-way of South River Road (County Road No. 777)

The right-of-way for County Road No. 777 (as realigned), pursuant to Order of Tak-

ing recorded in Official Records Book 2679, Page 2750, of the Public Records of Sarasota County, Florida

Lands conveyed to Sarasota County by instrument recorded in the Official Records as Instrument No. 1999111833 of the Public Records of Sarasota County, Florida

Lands conveyed to River Road Office Park, Inc., by instrument recorded in the Official Records as Instrument No. 2000002794 of the Public Records of Sarasota County, Florida

Lands conveyed to Sarasota County by instrument recorded in the Official Records as Instrument No. 2008060371 of the Public Records of Sarasota County, Florida

Lands conveyed to West Villages Improvement District by instrument recorded in the Official Records as Instrument No. 2011005442 of the Public Records of Sarasota County, Florida

LANDS LOCATED IN TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA:

The West Half of Section 3, less and except the following:

The right-of-way for COUNTY ROAD NO. 777 (as realigned), pursuant to Order of Taking recorded in Official Records Book 2679, Page 2750, of the Public Records of Sarasota County, Florida

Lands conveyed to River Road Office Park, Inc., by instrument recorded in the Official Records as Instrument No. 2000002794 of the Public Records of Sarasota County, Florida

Lands conveyed to Sarasota County by instruments recorded in the Official Records as Instrument Nos. 2008060371 and 2008060374 of the Public Records of Sarasota County, Florida

Lands conveyed to West Villages Improvement District by instrument recorded in the Official Records as Instrument No. 2009021691 of the Public Records of Sarasota County, Florida

All of Section 4 and Section 5, less and except the following:

Lands conveyed to River Road Office Park, Inc., by instrument recorded in the Official Records as Instrument No. 2000002794 of the Public Records of Sarasota County, Florida

Lands conveyed to DiVosta Homes, L.P., by instrument recorded in the Official Records as Instrument No. 2004012753 of the Public Records of Sarasota County, Florida

Lands conveyed to West Villages Improvement District by instrument recorded in the Official Records as Instrument No. 2007188871 of the Public Records of Sarasota County, Florida



Lands described in Restrictive Covenant recorded in the Official Records as Instrument No. 2017156389 of the Public Records of Sarasota County, Florida

That part of Section 5 lying northerly of West Villages Parkway as described in Official Records Instrument No. 2007188871 of the Public Records of Sarasota County, Florida

All of Section 6, less and except the following:

Lands conveyed to DiVosta Homes, L.P., by instrument recorded in the Official Records as Instrument No. 2004012753 of the Public Records of Sarasota County, Florida

All of Section 7

All of Section 8

All of Section 9

The West Half of Section 10, less and except the following:

Lands conveyed to Sarasota County by instruments recorded in the Official Records as Instruments No. 2008060371 and 2008060374 of the Public Records of Sarasota County, Florida

Also less and except the following:

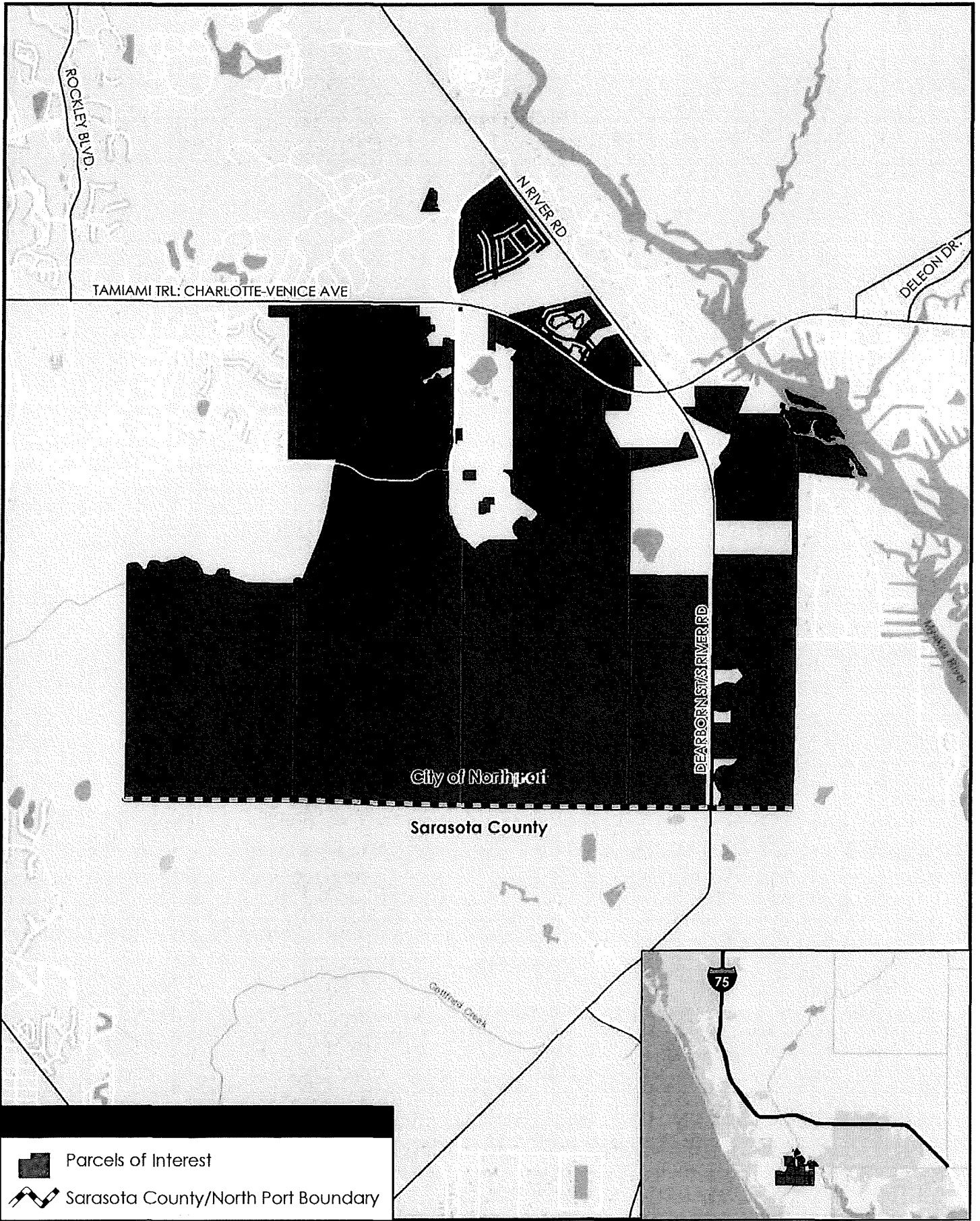
A parcel of land in Sections 32 and 33, Township 39 South, Range 20 East, Sarasota County, Florida, conveyed to the Sarasota County Public Hospital District, an independent special district under the laws of the State of Florida, by instrument recorded in the Official Records as Instrument No. 2015141220 of the Public Records of Sarasota County, Florida



That part of Sections 32 and 33, Township 39 South, Range 20 East, Sarasota County, Florida, conveyed to West Villages Improvement District, an independent district of the State of Florida, by instrument recorded in the Official Records as Instrument No. 2016054286, as corrected by instrument recorded in the Official Records as Instrument No. 2017079464 of the Public Records of Sarasota County, Florida

That part of Section 33, Township 39 South, Range 20 East, Sarasota County, Florida, conveyed to West Villages Improvement District, an independent district of the State of Florida, by instrument recorded in the Official Records as Instrument No. 2017013648 of the Public Records of Sarasota County, Florida

That part of Section 34, Township 39 South, Range 20 East, Sarasota County, Florida, conveyed to Trinity Enterprise Holdings, Inc., a Florida non-profit corporation, as Trustee of the Trinity Real Estate Trust dated February 4, 2010, by instrument recorded in the Official Records as Instrument No. 2017059105 of the Public Records of Sarasota County, Florida

That part of Sections 4 and 5, Township 40 South, Range 20 East, Sarasota County, Florida, conveyed to West Villages Improvement District, by instrument recorded in the Official Records as Instrument No. 2017156837 of the Public Records of Sarasota County, Florida

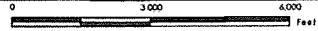


 Parcels of Interest  
 Sarasota County/North Port Boundary

Disclaimer: Stantec assumes no responsibility for data applied in electronic format. The recipient accepts full responsibility for verifying the accuracy and completeness of the data. The recipient releases Stantec, its officers, employees, consultants and agents, from any and all claims arising in any way from the content or provision of the data.  
 Notes:  
 1. Coordinate System: NAD83 / NAD83 Florida West State  
 2. Source data: 2018 Florida Department of Revenue 117  
 3. Imagery: ESRI Light Gray Canvas

**West Villages**  
 Parcels of Interest Within the City of North Port  
 August 2019

Stantec Consulting Services Inc.  
 6900 Professional Pkwy E.  
 Sarasota, FL 34240  
 Tel 941.907.6900  
 Fax 941.907.6910



Prepared by: L.W. 08/05/19  
 Technical Review by: M.A. 04/05/19  
 Independent Review by: M.J. 04/05/19



**EXHIBIT B**  
**"Total Property"**

EXHIBIT B  
TOTAL PROPERTY

Tract "C"

LANDS LOCATED IN TOWNSHIP 39 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA:

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The Southwest 1/4 of Section 34, lying West of County Road No. 777, less and except the following:

The North 1/2 of the NW 1/4 of the SW 1/4

The maintained right-of-way of South River Road (County Road No. 777)

The right-of-way for County Road No. 777 (as realigned), pursuant to Order of Taking recorded in Official Records Book 2679, Page 2750, of the Public Records of Sarasota County, Florida

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LANDS LOCATED IN TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA:

The West Half of Section 3, less and except the following:

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Lands conveyed to Sarasota County by instruments recorded in the Official Records as Instrument Nos. 2008060371 and 2008060374 of the Public Records of Sarasota County, Florida

Lands conveyed to West Villages Improvement District by instrument recorded in the Official Records as Instrument No. 2009021691 of the Public Records of Sarasota County, Florida

All of Section 4 and Section 5, less and except the following:

Lands conveyed to River Road Office Park, Inc., by instrument recorded in the Official Records as Instrument No. 2000002794 of the Public Records of Sarasota County, Florida

Lands conveyed to DiVosta Homes, L.P., by instrument recorded in the Official Records as Instrument No. 2004012753 of the Public Records of Sarasota County, Florida

Lands conveyed to West Villages Improvement District by instrument recorded in

the Official Records as Instrument No. 2007188871 of the Public Records of Sarasota County, Florida

Lands described in Restrictive Covenant recorded in the Official Records as Instrument No. 2017156389 of the Public Records of Sarasota County, Florida

That part of Section 5 lying northerly of West Villages Parkway as described in Official Records Instrument No. 2007188871 of the Public Records of Sarasota County, Florida

All of Section 6, less and except the following:

Lands conveyed to DiVosta Homes, L.P., by instrument recorded in the Official Records as Instrument No. 2004012753 of the Public Records of Sarasota County, Florida

All of Section 7

All of Section 8

All of Section 9

The West Half of Section 10, less and except the following:

Lands conveyed to Sarasota County by instruments recorded in the Official Records as Instruments No. 2008060371 and 2008060374 of the Public Records of Sarasota County, Florida

Also less and except the following:

A parcel of land in Sections 32 and 33, Township 39 South, Range 20 East, Sarasota County, Florida, conveyed to the Sarasota County Public Hospital District, an independent special district under the laws of the State of Florida, by instrument recorded in the Official Records as Instrument No. 2015141220 of the Public Records of Sarasota County, Florida

That part of Sections 32 and 33, Township 39 South, Range 20 East, Sarasota County, Florida, conveyed to West Villages Improvement District, an independent district of the State of Florida, by instrument recorded in the Official Records as Instrument No. 2016054286, as corrected by instrument recorded in the Official Records as Instrument No. 2017079464 of the Public Records of Sarasota County, Florida

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That part of Section 34, Township 39 South, Range 20 East, Sarasota County, Florida, conveyed to Trinity Enterprise Holdings, Inc., a Florida non-profit corporation, as

Trustee of the Trinity Real Estate Trust dated February 4, 2010, by instrument recorded in the Official Records as Instrument No. 2017059105 of the Public Records of Sarasota County, Florida

That part of Sections 4 and 5, Township 40 South, Range 20 East, Sarasota County, Florida, conveyed to West Villages Improvement District, by instrument recorded in the Official Records as Instrument No. 2017156837 of the Public Records of Sarasota County, Florida

**Tract "D"**

LANDS LOCATED IN TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA:

All of Section 15, less and except the following:

Lands conveyed to Sarasota County by instruments recorded in the Official Records as Instrument Nos. 2000163556, 2008060371, and 2008060374 of the Public Records of Sarasota County, Florida

All of Section 17

All of Section 18

All of Section 19, less and except the following:

Lands conveyed to Sarasota County by instrument recorded in the Official Records as Instrument No. 2008060371 of the Public Records of Sarasota County, Florida

All of Section 20, less and except the following:

Lands conveyed to Sarasota County by instruments recorded in the Official Records as Instrument Nos. 2008060371 and 2008060374 of the Public Records of Sarasota County, Florida

All of Section 21, less and except the following:

The SW 1/4 of the SE 1/4 and the North 50 feet of the South 380 feet of the SW 1/4 lying East of County Road No. 777 (South River Road) conveyed to Florida Power & Light Company by instrument recorded in Official Records Book 986, Page 904, of the Public Records of Sarasota County, Florida

Lands conveyed to Sarasota County for Ginssinger Road right-of-way by instrument recorded in Official Records Book 2097, Page 396, of the Public Records of Sarasota County, Florida

Lands conveyed to Sarasota County by instruments recorded in the Official Records as Instrument Nos. 2000163556, 2008060371, and 2008060374 of the Public Records of Sarasota County, Florida



**Tract "E"**

LANDS LOCATED IN TOWNSHIP 39 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA:

All of Section 31, less and except the following:

The right-of-way for U.S. Highway No. 41 (State Road No. 45), pursuant to Order of Taking recorded in Official Records Book 1039, Page 762, of the Public Records of Sarasota County, Florida

Lands conveyed to DiVosta & Company, Inc., by instrument recorded in the Official Records as Instrument No. 2003259292 of the Public Records of Sarasota County, Florida

All of Section 32 lying westerly and northerly of West Villages Parkway as described in instruments recorded in the Official Records as Instrument Nos. 2007188871, 2009155882, 2010059621, and 2013134805 of the Public Records of Sarasota County, Florida, less and except the following:

The right-of-way for U.S. Highway No. 41 (State Road No. 45), pursuant to Order of Taking recorded in Official Records Book 1039, Page 762, of the Public Records of Sarasota County, Florida

Lands conveyed to Sarasota County Public Hospital Board by instrument recorded in Official Records Book 2785, Page 634, of the Public Records of Sarasota County, Florida

Lands conveyed to DiVosta and Company, Inc., by instrument recorded in the Official Records as Instrument No. 2003259292 of the Public Records of Sarasota County, Florida

Lands conveyed to US 41 Retail, LLC, by instrument recorded in the Official Records as Instrument No. 2018098601 of the Public Records of Sarasota County, Florida

LANDS LOCATED IN TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA:

That part of Section 5 lying northerly of West Villages Parkway as described in instrument recorded in the Official Records as Instrument No. 2007188871 of the Public Records of Sarasota County, Florida

**Tract "F"**

LANDS LOCATED IN TOWNSHIP 39 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA:

The South 1/2 of Section 34 lying West of the Myakka River and Easterly of County Road

No. 777, less and except the following:

The NW 1/4 of the NE 1/4 of the SW 1/4

The maintained right-of-way of South River Road (County Road No. 777)

The right-of-way for County Road No. 777 (as realigned), pursuant to Order of Taking recorded in Official Records Book 2679, Page 2750, of the Public Records of Sarasota County, Florida

Lands conveyed to Sarasota County by instrument recorded in the Official Records as Instrument No. 1999111833 of the Public Records of Sarasota County, Florida

Lands conveyed to River Road Office Park, Inc., by instrument recorded in the Official Records as Instrument No. 2000002794 of the Public Records of Sarasota County, Florida

Lands conveyed to Sarasota County by instrument recorded in the Official Records as Instrument No. 2008060371 of the Public Records of Sarasota County, Florida

Lands conveyed to West Villages Improvement District by instrument recorded in the Official Records as Instrument No. 2011005442 of the Public Records of Sarasota County, Florida

All of Section 35 lying West of the Myakka River

LANDS LOCATED IN TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA:

The East half of Section 3, less and except the following:

Lands conveyed to the County of Sarasota for East River Road right-of-way by instrument recorded in Deed Book 168, Page 240, of the Public Records of Sarasota County, Florida

The right-of-way for County Road No. 777 (as realigned), pursuant to Order of Taking recorded in Official Records Book 2679, Page 2750, of the Public Records of Sarasota County, Florida

Lands conveyed to Sarasota County by instruments recorded in the Official Records as Instrument Nos. 2008060371 and 2008060374 of the Public Records of Sarasota County, Florida

Lands conveyed to West Villages Improvement District by instrument recorded in the Official Records as Instrument No. 2009021691 of the Public Records of Sarasota County, Florida

**Tract "G"**

The East Half of Section 10, Township 40 South, Range 20 East, Sarasota County, Florida,

less and except the following:

Lands conveyed to the Sarasota County by instrument recorded in Deed Book 168, Page 240, of the Public Records of Sarasota County, Florida

Lands conveyed to Sarasota County by instruments recorded in the Official Records as Instrument Nos. 2008060371 and 2008060374 of the Public Records of Sarasota County, Florida

**Tract "H"** (Instrument No. 2015141224—Sarasota County Public Hospital District conveyance)

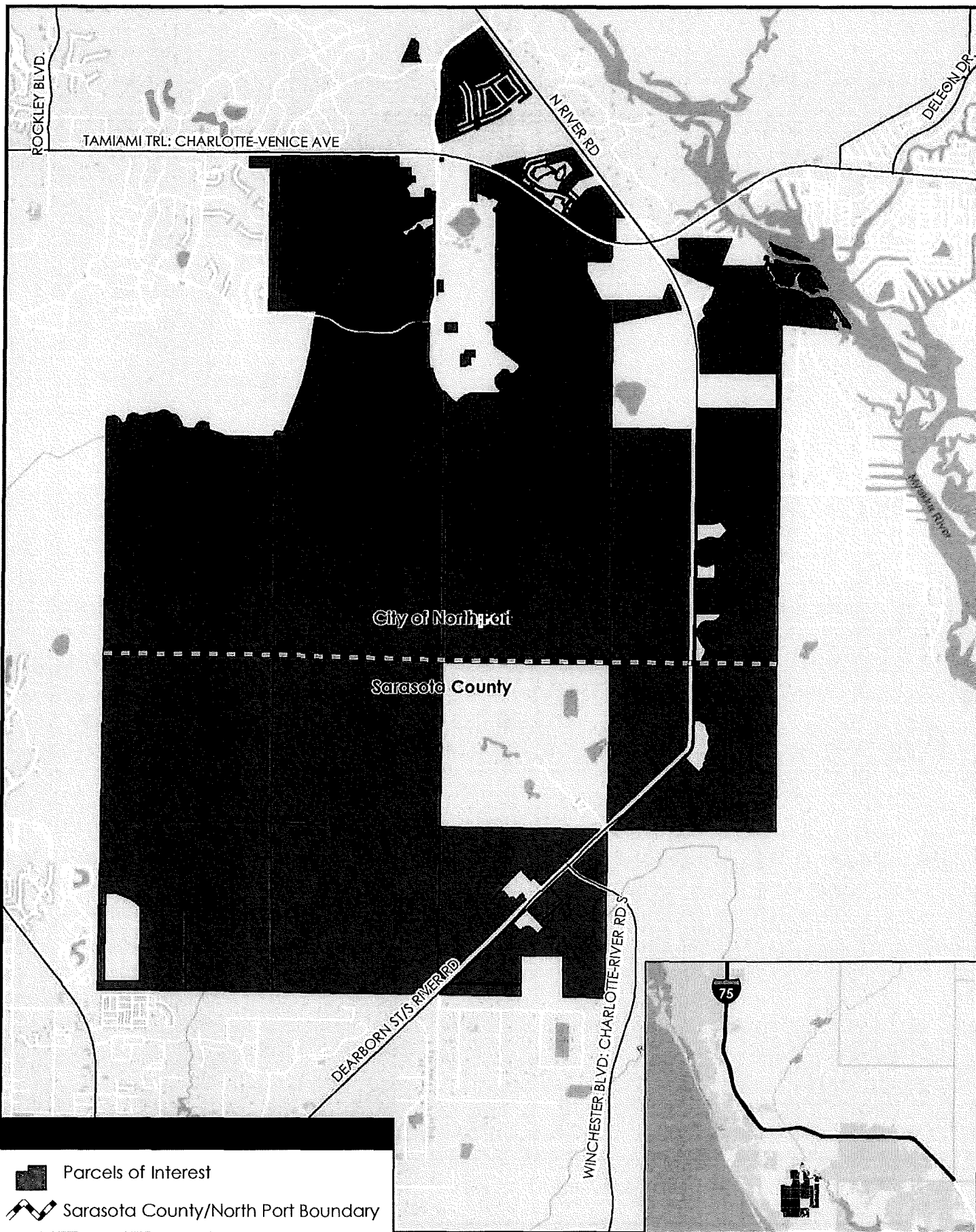
A tract of land in Section 32, Township 39 South, Range 20 East, Sarasota County, Florida, described as follows:



Commence at the Northeast corner of said Section 32; thence S.00°30'25"W. along the Easterly line of the Northeast 1/4 of said section a distance of 2659.00 feet to the Southeast corner of said Northeast 1/4; thence N.89°29'37"W., a distance of 410.05 feet; thence S.00°30'25"W., parallel with the West line of the parcel described in O.R. Book 1571, Page 2172, a distance of 1025.29 feet to the POINT OF BEGINNING; thence along the West Right of Way Line of West Villages Parkway, per Official Records Instrument Number 2010135760, of the Public Records of Sarasota County, Florida the following eleven (11) courses: (1) S.00°30'25"W., a distance of 146.30 feet; (2) thence S.14°00'10"W., a distance of 51.42 feet; (3) thence S.00°30'25"W., a distance of 365.01 feet; (4) thence N.85°55'11"W., a distance of 40.43 feet; (5) thence S.04°20'24"W., a distance of 21.35 feet; (6) thence S.85°39'36"E., a distance of 25.84 feet to a point on a curve to the right, having: a radius of 30.00 feet, a central angle of 86°10'01", a chord bearing of S.42°34'35"E., and a chord length of 40.98 feet; (7) thence along the arc of said curve, an arc length of 45.12 feet; (8) thence S.00°30'25"W., a distance of 66.31 feet to a point on a curve to the right, having: a radius of 800.00 feet, a central angle of 21°01'16", a chord bearing of S.11°01'03"W., and a chord length of 291.87 feet; (9) thence along the arc of said curve, an arc length of 293.51 feet to a point on a curve to the left, having: a radius of 1210.00 feet, a central angle of 21°01'16", a chord bearing of S.11°01'03"W., and a chord length of 441.45 feet; (10) thence along the arc of said curve, an arc length of 443.93 feet; (11) thence S.00°30'25"W., a distance of 218.96 feet; thence N.89°05'37"W., a distance of 1809.98 feet; thence N.60°12'45"W., a distance of 1430.80 feet to the Easterly line of lands described in Official Records Instrument Number 2008060371, of the Public Records of Sarasota County, Florida, same being a point on a curve to the right, having: a radius of 2734.79 feet, a central angle of 04°04'08", a chord bearing of N.31°49'36"E., and a chord length of 194.17 feet; thence along said Easterly line of lands described in Official Records Instrument Number 2008060371 the following two (2) courses: (1) along the arc of said curve, and arc length of 194.21 feet; (2) thence N.33°51'40"E., a distance of 1555.14 feet; thence leaving said Easterly line, S.89°29'35"E., a distance of 2052.16 feet; thence S.43°18'10"W., a distance of 463.97 feet; thence S.44°41'43"E., a distance of 293.63 feet; thence S.89°29'35"E., a

distance of 290.64 feet to the POINT OF BEGINNING.

**Tract "I"** (Instrument No. 2017060110—Trinity Enterprises Holdings, Inc., as Trustee, conveyance)

Commence at the East Quarter corner of Section 33, Township 39 South, Range 20 East, Sarasota County, Florida (DNR certified corner record #4526); thence S.00°14'28"W., along the East line of the Southeast Quarter of said Section 33, a distance of 289.02 feet to a point on the southerly right of way line of U.S. Highway No. 41 (State Road No. 45) (204 feet wide), same being a point on a curve to the right, having: a radius of 3011.73 feet, a central angle of 14°28'16", a chord bearing of N.72°08'43"W. and a chord length of 758.65 feet; thence along said southerly right of way line, along the arc of said curve, an arc length of 760.67 feet to the POINT OF BEGINNING; thence S.28°04'55"W., leaving said southerly right of way line, a distance of 362.11 feet; thence South, a distance of 752.37 feet; thence West, a distance of 676.53 feet; thence North, a distance of 1074.28 feet to a point on a curve to the left, having: a radius of 560.00 feet, a central angle of 29°49'56", a chord bearing of N.50°30'57"E. and a chord length of 288.29 feet; thence along the arc of said curve, an arc length of 291.58 feet to the point of tangency of said curve; thence N.35°35'59"E., a distance of 161.97 feet to a point on said southerly right of way line of U.S. Highway No. 41; thence S.54 °24'01"E., along said southerly right of way line, a distance of 66.57 feet to the point of curvature of a curve to the left, having: a radius of 3011.73 feet, a central angle of 10°30'33", a chord bearing of S.59°39'18"E. and a chord length of 551.64 feet; thence continue along said southerly right of way line, along the arc of said curve, an arc length of 552.42 feet to the POINT OF BEGINNING.




 Parcels of Interest  
 Sarasota County/North Port Boundary

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 Note:  
 1. Coordinate System: NAD83 HARN Florida West FUS  
 2. Source data: 2018 Florida Department of Revenue 177  
 3. Imagery: ESRI Light Gray Canvas

**West Villages**  
 Parcels of Interest Within Sarasota County  
 August 2019

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Prepared by: J.W. 08/23/19  
 Technical Review by: R.A. 08/23/19  
 Information Review by: M.C. 08/23/19

**EXHIBIT C**  
**"District Boundaries"**

## EXHIBIT C

Section 17. Territorial boundaries.—The territorial boundaries of the district shall be as follows, to wit:

LANDS LOCATED IN TOWNSHIP 39 SOUTH, RANGE 20 EAST, SARASOTA COUNTY,

FLORIDA:

That part of Section 21, lying Southwesterly of County Road No. 777 (West River Road). All that part of Section 28, lying West of County Road No. 777 (West River Road). All of Section 29, less and except the following: Right-of-way for U. S. Highway No. 41 (State Road No. 45). All of Section 30, less and except the following: Right-of-way for U. S. Highway No. 41 (State Road No. 45); That portion conveyed to Florida Power and Light Company consisting of approximately 4.66 acres in the SW ¼ as described in Official Record Book 1036, Page 802, Public Records of Sarasota County, Florida; That portion lying West of lands described in Official Record Book 1036, Page 802, South of the westerly extension of the North line of said lands described in Official Records Book 1036, Page 802, and North of the northerly Right of Way line of U.S. Highway No. 41. All of Section 31, less and except the following: Right-of-way of U. S. Highway No. 41 (State Road No. 45). All of Section 32, less and except the following: Right-of-way of U. S. Highway No. 41 (State Road No. 45); That portion conveyed in Official Record Book 2785, Page 634 of the Public Records of Sarasota County, Florida, (Sarasota County Hospital Board); That portion conveyed in Official Record Book 1571, Page 2172 of the Public Records of Sarasota County, Florida, (Manatee Community College); Right-of-way for Pine Street Extension as recorded in Official Record Book 2536, pages 811-974 of The Public Records of Sarasota County, Florida; That portion conveyed in Official Record Book 2785, Page 641 of the Public Records of Sarasota County, Florida, (120' wide perpetual Non-Exclusive easement); That portion lying South of lands conveyed in Official Record Book 1571, Page 2172 and East of lands described in Official Record Book 2785, Page 641, Public Records of Sarasota County, Florida. That portion of Section 33, lying North of U.S. Highway No. 41 (State Road No.45) and West of County Road #777 (West River Road); also that portion of Section 33, lying South of U.S. Highway No. 41 (State Road No. 45), West of a 200 ft. wide access easement described in Official Records Book 2389, Page 528, Public Records of Sarasota County, Florida, and North of lands conveyed in Official Records Book 1571, Page 2172, Public Records of Sarasota County, Florida; also that portion of Section 33, lying South of U.S. Highway No. 41 (State Road No. 45), described as follows: COMMENCE at the East Quarter Corner of Section 33, Township 39 South, Range 20 East, Sarasota County Florida; thence S.00°16'02"W., along the East line of said Section 33, a distance of 289.08 feet to a point on the Southerly Right of Way Line of U.S. Highway No. 41, (State Road No. 45) per Florida Department of Transportation Right of Way Map Section 17010-2508, same being a point on a curve to the right having a radius of 3011.73 feet, a central angle of 24°58'49", a chord bearing of N.66°51'56"W., and a chord length of 1032.71 feet; thence along the arc of said curve and said Southerly Right of Way of U.S. No. 41, an arc length of 1313.08 feet to the point of tangency of said curve; thence N.54°22'31"W., along said southerly Right of Way, a distance of 66.57 feet to the POINT OF BEGINNING, same being the Northwest corner of Lands described in Official Records Instrument No.1998166153, per Public Records of Sarasota County, Florida; thence along the Westerly line of said Lands described in Official Records Instrument No.1998166153 the following three (3) courses and distances; (1) S.35°37'26"W., a distance of 161.93 feet to the point of curvature of a curve to the right having a radius of 559.97 feet, a central angle of 29°49'56", a chord bearing of S.50°32'24"W., and a chord length of 288.28 feet; (2) thence along the arc of said curve an arc length of 291.56 feet to the end of said curve; (3) thence S.00°01'27"W., a distance of 1074.23 feet; thence N.48°24'50"W., leaving said Westerly Line, a distance of 2914.38 feet to the Northeast corner of Lands described as Manatee Community College per Official Records Book 1571, Page 2172, same being the point of curvature of a curve to the left having a radius of 4577.37 feet, a central angle of 06°20'23", a chord bearing of N.60°40'02"W., and a chord length of 506.22 feet; thence along the arc of said curve and Northerly Line of Lands described as Manatee Community College, an arc length of 506.48 feet to the end of said curve, same

being the Southeast corner of lands described in Official Records Book 2389, Page 529, Public Records of Sarasota County, Florida; thence N.65°18'18"E., along the Easterly Line of said lands, a distance of 188.09 feet; thence continue N.00°00'19"W., along said Easterly Line, a distance of 144.96 feet to the Northeast corner of said Lands; thence N.65°21'46"W along the Northerly Line of said Lands, a distance of 400.68 feet to the Northwest corner of said Lands, same being a point on the Easterly Line of a 200 foot wide access Easement per Official Records Book 1571, Pages 2172 through 2175 and Official Records Book 2389, Pages 528 through 530, Public Records of Sarasota County, Florida; thence N.00°30'25"E., along the Easterly Line of said 200 foot wide access Easement, a distance of 786.89 feet to the Southerly Right of Way of U.S. No. 41, same being a point on a curve to the right having a radius of 5597.58 feet, a central angle of 03°08'33", a chord bearing of S.69°13'16"E., and a chord length of 306.97 feet; thence along the arc of said curve an arc length of 307.01 feet to the end of said curve; thence continue along said Southerly Right of Way Line the following fourteen (14) courses and distances; (1) S.22°19'13"W., a distance of 10.00 feet to the point of curvature of a curve to the right having a radius of 5587.58 feet, a central angle of 00°45'15", a chord bearing of S.67°16'21"E., and a chord length of 73.55 feet; (2) thence along the arc of said curve an arc length of 73.55 feet; (3) thence N.23°06'16"E., a distance of 10.00 feet to the point of curvature of a curve to the right having a radius of 5597.58 feet, a central angle of 08°17'44", a chord bearing of S.62°44'52"E., and a chord length of 809.74 feet; (4) thence along the arc of said curve an arc length of 810.45 feet; (5) thence S.31°08'57"W., a distance of 10.00 feet to the point of curvature of a curve to the right having a radius of 5587.58 feet, a central angle of 00°45'12", a chord bearing of S.58°13'22"E., and a chord length of 73.47 feet; (6) thence along the arc of said curve an arc length of 73.47 feet; (7) thence N.32°24'25"E., a distance of 10.00 feet to the point of curvature of a curve to the right having a radius of 5597.58 feet, a central angle of 03°28'13", a chord bearing of S.56°06'38"E., and a chord length of 338.98 feet; (8) thence along the arc of said curve an arc length of 339.03 feet to the end of said curve; thence (9) S.56°35'34"E.; a distance of 155.08 feet; (10) thence S.54°22'31"E., a distance of 1102.52 feet; (11) thence S.51°00'40"E., a distance of 101.66 feet; (12) thence S.54°20'43"E., a distance of 199.02 feet; (13) thence S.48°43'03"E., a distance of 100.71 feet; (14) thence S.54°22'31"E., a distance of 447.75 feet to the POINT OF BEGINNING. That portion of the North Half of the Southwest Quarter of the Northwest Quarter of Section 34, lying West of River Road (County Road No. 777); also that portion of the Southeast Quarter of Section 34, lying West of the Myakka River, South of the South line of lands described in Official Record Instrument No. 2000002794, Public Records of Sarasota County, Florida (River Road Office Park, Inc.), and easterly of the maintained right of way line of a paved road running from River Road to the South line of the Northeast Quarter of said Section 34, (Old River Road), less and except the following: That portion described in Official Record Instrument No. 1999111833, Public Records of Sarasota County, Florida, (Right of Way for County Road No. 777). All of Section 35 lying West of the Myakka River. Also, a portion of Sections 32, 33 and 34, Township 39 South, Range 20 East, Sarasota County, Florida, being more particularly described as follows: BEGIN at the Southeast corner of Section 32, Township 39 South, Range 20 East; thence N.89°04'43"W., along the South line of said Section 32, a distance of 410.14 feet to the Southeast corner of the lands described in Official Records Book 2785 at Page 634, of the Public Records of Sarasota County, Florida; thence N.00°30'25"E., along the East line of said lands described in Official Records Book and Page, same being the West line of a 120.00 foot wide Perpetual Non-exclusive Easement per Official Records Book 2785 at Page 641, a distance of 1400.76 feet to a point on the westerly extension of the southerly boundary line of lands described in Official Records Book 1571 at Page 2172, of the Public Records of Sarasota County, Florida; thence along the westerly extension and boundary of said lands described in Official Records Book 1571, at Page 2172 the following two (2) courses: (1) S.89°29'35"E., a distance of 1960.21 feet; (2) thence N.00°30'25"E., a distance of 2062.70 feet to the Northeast corner of said lands; thence S.48°24'50"E., a distance of 2914.38 feet to the Southwest corner of lands described in Official Records Instrument 1998166154, of the Public Records Sarasota County, Florida; thence along the boundary of said lands described in Official Records Instrument 1998166154 the following three (3) courses: (1) S.89°58'33"E., a distance 676.50 feet; (2) thence N.00°01'27"E., a distance of 752.33 feet; (3) thence N.28°06'22"E., a distance of 362.06 feet to a point on the southerly right of way line of U.S. Highway No. 41, as per Florida



Department of Transportation Right of Way Map, Section 17010-2508, said point being on a curve concave to the northeast and having a radius of 3011.73 feet, a central angle of 14°28'18", a chord bearing of S.72°07'12"E. and a chord distance of 758.67 feet; thence in an easterly direction, along the arc of said curve, an arc distance of 760.69 feet to a point on the West line of Section 34, Township 39 South, Range 20 East, Sarasota County, Florida; thence S.00°16'02"W., along the West line of said Section 34, and leaving said southerly right of way line, a distance of 379.82 feet; thence S.89°37'27"E., a distance of 1329.90 feet to a point on the westerly right of way line of County Road #777 (South River Road) as per Florida Department of Transportation Right of Way Map, Section 17550-2601; thence along said westerly right of way line, the following six (6) courses; (1) S.00°07'30"W., a distance of 5.48 feet; (2) thence S.89°23'52"E., a distance of 9.74 feet; (3) thence S.36°39'07"E., a distance of 64.18 feet to the point of curvature of a circular curve to the right, having a radius of 5599.32 feet, a central angle of 02°00'54", a chord bearing of S.35°38'40"E. and a chord distance of 196.90 feet; (4) thence southeasterly, along the arc of said curve, an arc distance of 196.91 feet to the end of said curve; (5) thence N.55°21'47"E., radial to the last described curve, a distance of 20.00 feet to a point on a curve concentric with the last described curve and having a radius of 5619.32 feet, a central angle of 15°31'30", a chord bearing of S.26°52'28"E. and a chord distance of 1517.98 feet; (6) thence in a southerly direction along the arc of said curve, an arc distance of 1522.64 feet to the Northeast corner of lands described in Official Records Instrument 2000002794, of the Public Records Sarasota County, Florida; thence S.78°41'04"W., along the northerly line of said lands described in Official Records Instrument 2000002794, a distance of 2240.20 feet to the Southeast corner of Section 33, Township 39 South, Range 20 East, Sarasota County, Florida; thence N.89°39'52"W., along the South line of said Section 33, a distance of 5318.90 feet to the POINT OF BEGINNING.

**LANDS LOCATED IN TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA:**

All of Section 3, less and except the following: That portion conveyed in Order of Taking recorded in Official Record Book 2679, Page 2750-2754, of the Public Records of Sarasota County, Florida (County Road No 777); That portion conveyed in Official Record Instrument No. 2000002794 of the Public Records of Sarasota County, Florida, (River Road Office Park, Inc.); The maintained right-of-way of County Road No. 777 (South River Road). All of Section 4, Less and except the following: That portion described in Official Record Instrument No. 2000002794, of the Public Records of Sarasota County, Florida, (River Road Office Park, Inc.). All of Section 5, less and except the following: Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Page 811- 974, of the Public Records of Sarasota County, Florida. All of Section 6, less and except the following: Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Page 811-974, of the Public Records of Sarasota County, Florida. All of Section 7, less and except the following: Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Page 811-974, of the Public Records of Sarasota County, Florida. All of Section 8. All of Section 9. All of Section 10, less and except the following: The maintained right-of-way for County Road No. 777 (South River Road) ALL OF THE ABOVE ARE SUBJECT TO EASEMENTS OF RECORD, OR OTHERWISE, USED FOR DRAINAGE, UTILITIES AND/OR INGRESS AND EGRESS.

The above described property contains a total of 8193.7478 acres more or less.

(2) The territorial limits of West Villages Improvement District shall also embrace and include those parcels of land described as follows:

**LANDS LOCATED IN TOWNSHIP 39 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA:**

All that part of Section 21, as lies Southwesterly of County Road # 777 (West River Road). All that part of Section 28 lying West of County Road # 777 (West River Road). All that part of Section 32, described as follows:

Commence at the Northeast corner of said Section 32; thence S.00E30'23"W., along the easterly line of the Northeast  $\frac{1}{4}$  of said Section 32, a distance of 2658.68 feet to the southeast corner of said Northeast  $\frac{1}{4}$ ; thence N.89E23'27"W. a distance of 290.00 feet to the POINT OF BEGINNING; thence N.00E30'23"E., parallel with the easterly line of said Section 32, a distance of 2497.34 feet to the southerly right-of-way of U.S. Highway 41, being a point on a curve to the left the center of which lies S.06E30'20"W., a radial distance of 5603.58 feet; thence along the arc in a westerly direction, passing through a central angle of 01E13'57", a distance of 120.53 feet; thence S.00E30'23"W., a distance of 5165.77 feet; thence S.89E05'08"E., a distance of 120.00 feet; thence N.00E30'23"E., a distance of 2657.98 feet to the POINT OF BEGINNING.

All that part of Section 33, described as follows: Commence at the NW corner of Section 33, Township 39 South, Range 20 East, Sarasota Florida; run thence S.0 degrees 30'44"W. along the westerly line of said Section 33, 105.39' to the centerline of U.S. 41; thence continue S.0 degrees 30'44"W. along said westerly line 1372.36'; thence S.89 degrees 29'16"E. along the northerly line of Tract, 810' to the POINT OF BEGINNING of said centerline of said 200 foot wide Tract; thence N.0 degrees 30'44"E., parallel to the said westerly line of Section 33, 1078.74' to the southerly right-of-way line of U.S. 41 (right-of-way being 100 feet from centerline at this point) for a POINT OF TERMINATION.

All that part of Section 34 described as follows: The North Half of the Northwest Quarter of the Southwest Quarter lying South of U.S. Highway #41 (State Road #45) and West of the right of way of County Road #777 (as realigned) in Official Records Book 2679 at Pages 2750-2574, LESS the following described lands: East 200' (as measured along the South Right-of-Way of Tamiami Trail, or arc distance) of the West 392.7 feet measured along the South Right-of-Way of said Tamiami Trail, arc distance; on the following described property: That portion of the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 34, Township 39 South, Range 20 East, Sarasota County, Florida, lying South of Tamiami Trail and being more particularly described as follows: Begin at the West  $\frac{1}{4}$  of section corner of Section 34, Township 39 South, Range 20 East and run South on the section line 196.71 feet to the South Right-of-Way line of the Tamiami Trail for a Point of Beginning; thence continue S.89E58'00"E 659 feet; thence N.00E00'20" W 424.57 feet to the South Right-of-Way of the said Tamiami Trail; thence in a Northwesterly direction along the curve of said Tamiami Trail a distance of 662.5 feet to the Point of Beginning. Said above described lands being more particularly described and surveyed as follows: Commence at the West quarter corner of said Section 34, thence South along the Westerly section line of said Section 34, a distance of 668.85 feet; thence S.89E58'00"E. a distance of 190.40 feet to the Point of Beginning of this description. Thence N.00E00'00"E. a distance of 350.24 feet to a point on the Southerly Right-of-Way line of Tamiami Trail also known as STATE ROAD No. 45. and U.S. 41 as per Florida Department of Transportation Right-of-Way maps Section No. 17010-2508 (204' Right-of-Way) said point also being on the arc of a circular curve to the left whose radius point bears N.06E36'51"E., thence along the arc of said curve in an easterly direction through a central angle of 03E48'13", having a radius distance of 3011.73 feet, an arc distance of 199.93 feet; thence South leaving said Right-of-Way line a distance of 333.93 feet; thence N.89E58'00"W. a distance of 199.22 feet to the Point of Beginning; The NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$ , lying easterly of right of way for County Road #777 (as realigned) as per Official Records Book 2679, at Pages 2750-2754, Less the NW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$ , Also Less lands described in Official Records Instrument Number 1999111833; That part of the West Half of the SE  $\frac{1}{4}$ , lying westerly of maintained right of way for South River Road (Old River Road), and northerly of lands described in Official Records Instrument Number 1999111833.

IN TOWNSHIP 40 SOUTH, RANGE 20 EAST, SARASOTA COUNTY, FLORIDA:

All of Section 15, less and except the following: The maintained right-of-way for County Road #777 (South River Road); Right-of-way conveyed in Official Records Instrument Number 2000163556.

All of Section 17, less and except the following: Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Page 811-974, of the Public Records of Sarasota County, Florida.

All of Section 18, less and except the following: Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Page 811-974, of the Public Records of Sarasota County, Florida.

All of Section 19, less and except the following: Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Pages 811-974, of the Public Records of Sarasota County, Florida.

All of Section 20, less and except the following: Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Pages 811-974, of the Public Records of Sarasota County, Florida; Maintained right-of-way for County Road #777 (South River Road).

All of Section 21, less and except the following: Maintained right-of-way for County Road #777 (South River Road); The SW  $\frac{1}{4}$  of the SE  $\frac{1}{4}$ ; The North 50 feet of the South 380 feet of the SW  $\frac{1}{4}$  lying East of County Road #777 (South River Road); Right-of-way conveyed in Official Record Book 2097, Page 396, of the Public Records of Sarasota County, Florida; Right-of-way conveyed in Official Records Instrument Number 2000163556.

Parcel Contains 3739.9714 Acres more or less.

(3) The territorial limits of the West Villages Improvement District shall also embrace and include those parcels of land described as follows:

PARCEL 1:

A portion of the Southwest  $\frac{1}{4}$  of Section 34, Township 39S South, Range 20 East and portions of Section 3 & Section 4, Township 40 South, Range 20 East, Sarasota County, Florida, more particularly described as follows:

Beginning at the Northwest corner of aforesaid Section 3, Township 40 South, Range 20 East, thence N89°35'02"W, a distance of 50.00 feet; thence S00°24'58"W, parallel with the West line of the Northwest  $\frac{1}{4}$  of said Section 3, a distance of 2691.22 feet to a point bearing N89°21'22"W, a distance of 50.00 feet from the Southwest corner of said Northwest  $\frac{1}{4}$  of Section 3; thence S00°25'01"W, parallel with the West line of the Southwest  $\frac{1}{4}$  of said Section 3, a distance of 672.83 feet; thence S89°20'28"E, a distance of 50.00 feet to the Southwest corner, of the North  $\frac{1}{2}$ , of the North  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$ , of said Section 3; thence S89°20'28"E, along the South line of said North  $\frac{1}{2}$ , of the North  $\frac{1}{2}$ , of said Southwest  $\frac{1}{4}$  of Section 3, a distance of 2583.87 feet to the West Maintained Right-of-Way Line of County Road 777 (River Road); thence N00°32'56"E, along said Right-of-Way line parallel with the East line of said Southwest  $\frac{1}{4}$  of Section 3, a distance of 673.52 feet to an intersection with the South line of the Northwest  $\frac{1}{4}$  of said Section 3, bearing N89°21'22"W, a distance of 62.53 feet, from the Southeast corner of said Northwest  $\frac{1}{4}$ , thence N89°21'22"W, along the South line of said North-west  $\frac{1}{4}$  a distance of 69.77 feet to the Westerly Right-of-Way Line of County Road 777 (River Road), per Florida Department of Transportation Right-of-Way Map, Section 17550-2601; thence North along said Westerly Right-of-Way Line the following 3 courses, N00°28'09"E, a distance of 1273.47 feet to the point of curvature of a curve to the left, having: a radius of 5619.58 feet, a central angle of 14°38'51", a chord bearing of N06°51'16"W and a chord length of 1432.72 feet, thence along the arc of said curve, an arc length of 1436.63 feet, to a point on the South line of the Southwest  $\frac{1}{4}$  of Section 34, Township 39 South, Range 20 East, bearing N89°25'06"W, a distance of 204.95 feet, from the Southeast corner of said Southwest  $\frac{1}{4}$  of Section 34; thence continuing Northerly, along said curve to the left, having: a radius of 5619.58 feet, a central angle of 04°55'56", a chord bearing of N16°38'40"W and a chord length of 483.61 feet, along the arc of said curve, an arc length of 483.76 feet, thence S78°41'00"W, leaving said Right-of-Way Line, a distance of 2240.41 feet to the Point of Beginning.

PARCEL 2:

A tract of land in Section 32, Township 39 South, Range 20 East, Sarasota County, Florida, described as follows:

Commence at the Northeast corner of said Section 32, thence S00°30'23"W along the Easterly line of the Northeast  $\frac{1}{4}$  of said section a distance of 2658.68 feet to the Southeast corner of said Northeast  $\frac{1}{4}$ ; thence N89°23'27"W, a distance of 410.00 feet; thence S00°30'23"W, parallel with the West line of the parcel described in O.R. Book 1571, Page 2172, a distance of 1026.52 feet to the Point of Beginning; thence continue along said line S00°30'23"W a distance of 1630.82 feet; thence N89°05'08"W, a distance of 1944.78 feet; thence N60°12'47"W, a distance of 1430.04 feet to the Easterly Right-of-Way of proposed Pine Street Extension to a point on a curve to the right, having: a radius of 2734.79 feet and a central angle of 04°04'25"; the center of which lies S60°12'47"E; (the following two courses are along the Right-of-Way of proposed Pine Street Extension) thence along the arc of said curve, and arc length of 194.44 feet to the end of said curve; thence N33°51'40"E, a distance of 1554.98 feet; thence S89°29'37"E, a distance of 2052.27 feet; thence S43°18'08"W, a distance of 463.99 feet; thence S44°41'45"E, a distance of 293.64 feet; thence S89°29'37"E, a distance of 290.65 feet to the Point of Beginning.

PARCEL 3:

That part of the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  lying South of U.S. Highway No. 41 and East of West River Road, and also that part of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  lying South of U.S. Highway 41, Section 34, Township 39 South, Range 20 East, Sarasota County, Florida, less any reservations, conveyances or grants for Right-of-Way purposes for State Road 777 or U.S. Highway No. 41.

That portion of land lying in Sarasota County, Florida, South and East of the centerline of a creek, on the following described property:

A part of the Northeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 34, Township 39 South, Range 20 East, described as follows:

Starting at the centerline of the Intersection of two roads designated as being U.S. 41 a/k/a/ State Route 45, and State Route 777, respectively, and proceeding Easterly along centerline of U.S. 41, 318.2 feet, thence South 54.06 feet to the edge of Right-of-Way of said road to the Point of Beginning; thence Southerly 313.7 feet more or less to the Right-of-Way of State Road 777; thence Northwesterly along the Right-of-Way of State Road 777, 314.85 feet more or less to intersect the Right-of-Way of road U.S. 41; thence Easterly along the Right-of-Way of U.S. 41, 242 feet more or less to the Point of Beginning, less Road Right-of-Way.

Less that real property described as:

That portion of the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 34, Township 39 South, Range 20 East, Sarasota County, Florida, more particularly described as follows:

Begin at the intersection of the East existing Right-of-Way line of County Road 777, (River Road) (per Project 17060-2502) and the South existing Right-of-Way Line of U.S. 41 (State road 45/Tamiami Trail) (per project 17010-2508) and the beginning of a curve concave Northerly; thence along said South existing Right-of-Way Line on the arc of said curve having a radius of 3031.73 feet, a central angle of 01°34'27", an arc length of 83.29 feet, the chord for which bears N75°41'59"E to the end of said curve; thence S46°02'32"W, 51.43 feet; thence S36°40'52"E, 92.00 feet; thence S42°00'48"E 150.65 feet; thence S36°40'52"E 148.51 feet; to the beginning of a curve concave Southwesterly; thence along the arc of said curve having a radius of 5829.58 feet, a central angle of 01°04'50" an arc length of 109.95 feet, the chord for which bears S36°08'26"E of the South

line of the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of said Section 34 and the end of said curve; thence along said line N89°25'37"W, 47.56 feet to the East Maintained Right-of-Way Line of said County Road 777; thence along said Maintained Right-of-Way Line the following three courses, N35°44'19"W, 27.70 feet; N32°22'22"W, 178.74 feet; N42°09'34"W, 157.11 feet to the end of said courses and to the East existing Right-of-Way Line of said County Road 777, thence along said existing Right-of-Way Line N36°40'52"W, 147.48 feet to the Point of Beginning, as per Florida Department of Transportation Right-of-Way Map for County Road 777 (River Road).

#### PARCEL 4:

A portion of the grantor's tract, as described in O.R. 2180, Page 1597, Public Records of Sarasota County, Florida, lying in Section 19, Township 40 South, Range 20 East, being more particularly described as follows:

Begin at the Southeast corner of Section 19, Township 40 South, Range 20 East, Sarasota County, Florida; thence the following nineteen (19) courses: (1) N89°07'29"W, along the South boundary of the Southeast  $\frac{1}{4}$  of said Section, a distance of 38.98 feet; (2) N15°40'44"W, a distance of 138.86 feet, to a point of curve; (3) along the arc of a curve to the left, concave to the Southwest, radius 2860.00 feet, central angle 006°18'09", arc length 314.60 feet, chord bearing N03°47'11"W, a distance of 314.44 feet; (4) leaving said curve, S83°03'44"W, a distance of 242.00 feet; (5) N32°03'29"W, a distance of 270.86 feet; (6) N01°59'24"W, a distance of 281.31 feet; (7) N75°00'00"E, a distance of 279.00 feet; (8) N15°00'00"W, a distance of 282.00 feet; (9) N17°51'45"W, a distance of 100.12 feet; (10) N15°00'00"W, a distance of 157.95 feet, to a point of curve; (11) along the arc of a curve to the right, concave to the East, radius 2650.00 feet, central angle 026°10'26", arc length 1210.57 feet, chord bearing N01°54'47"W, a distance of 1200.07 feet; (12) leaving said curve, N20°23'44"E, a distance of 106.75 feet, to a point of curve; (13) along the arc of a curve to the right, concave to the Southeast, radius 2635.00 feet, central angle 004°43'54", arc length 217.61 feet, chord bearing N15°49'54"E, a distance of 217.55 feet; (14) leaving said curve, N18°11'51"E, a distance of 808.10 feet to the East boundary of the Northeast  $\frac{1}{4}$  of said Section; (15) S00°51'03"E, along said boundary, a distance of 842.61 feet; (16) S18°11'54"W, a distance of 11.63 feet, to a point of curve; (17) along the arc of a curve to the left, concave to the East, radius 2360.00 feet, central angle 033°11'51", arc length 1367.39 feet, chord bearing S01°35'55"W, a distance of 1348.35 feet, to a point of tangency; (18) S15°00'00"E, a distance of 252.98 feet to the East boundary of the Southeast  $\frac{1}{4}$  of said Section; (19) S00°52'09"E, along said boundary, a distance of 1352.83 feet to the Point of Beginning.

#### PARCEL 5:

A portion of the grantor's tract, as described in O.R. 2180, Page 1597, Public Records of Sarasota County, Florida, lying in Section 20, Township 40 South, Range 20 East, being more particularly described as follows:

Begin at the Southwest corner of Section 20, Township 40 South, Range 20 East, Sarasota County, Florida; thence the following five (5) courses: (1) N00°52'09"W, along the West boundary of the Southwest  $\frac{1}{4}$  of said Section, a distance of 1352.83 feet; (2) S15°00'00"E, a distance of 452.83 feet, to a point of curve; (3) along the arc of a curve to the right, concave to the Southwest, radius 3140.00 feet, central angle 015°19'11", arc length 839.57 feet, chord bearing S07°20'25"E, a distance of 837.07 feet; (4) leaving said curve, S38°46'04"W, a distance of 111.55 feet to the South boundary of the said Southwest  $\frac{1}{4}$ ; (5) N89°10'49"W, along said boundary 133.79 feet to the Point of Beginning.

#### PARCEL 6:

A portion of the grantor's tract, as described in O.R. 2180, Page 1597, Public Records of Sarasota County, Florida, lying in Section 20, Township 40 South, Range 20 East, being

more particularly described as follows:

Commence at the Northwest corner of Section 20, Township 40 South, Range 20 East, Sarasota County, Florida; thence S88°41'36"E, along the North boundary of the Northwest 1/4 of said Section, a distance of 329.23 feet to the Point of Beginning; thence the following nineteen (19) courses: (1) continue S88°41'36"E, a distance of 332.15 feet, to a point on a curve; (2) along the arc of a curve to the right, concave to the South-west, radius 2069.86 feet, central angle 006°25'24", arc length 232.05 feet, chord bearing S01°27'13"E, a distance of 231.93 feet; (3) leaving said curve, S07°08'50"E, a distance of 110.71 feet, (4) along the arc of a curve to the right, concave to the Northwest, radius 2089.86 feet, central angle 013°26'25", arc length 490.23 feet, chord bearing S11°28'38"W, a distance of 489.11 feet, to a point of tangency; (5) S18°11'51"W, a distance of 151.99 feet; (6) S23°54'29"W, a distance of 100.50 feet; (7) S18°11'51"W, a distance of 876.00 feet; (8) N89°45'45"E, a distance of 490.15 feet; (9) S20°25'44"E, a distance of 267.53 feet; (10) S72°51'21"W, a distance of 509.98 feet; (11) S86°28'35"W, a distance of 264.80 feet; (12) S18°11'54"W, a distance of 58.91 feet to the West boundary of said Northwest 1/4; (13) N00°51'03"W, along said boundary, a distance of 842.61 feet; (14) N18°11'51"E, a distance of 837.43 feet, to a point of curve; (15) along the arc of a curve to the left, concave to the Northwest, radius 1774.86 feet, central angle 004°26'25" arc length 137.55 feet, chord bearing N15°58'38"E, a distance of 137.51 feet; (16) leaving said curve, N23°12'22"W, a distance of 112.00 feet; (17) N09°15'26"E, a distance of 89.52 feet; (18) N24°37'42"E, a distance of 95.15 feet, to a point of curve; (19) along the arc of a curve to the left, concave to the Southwest, radius 1739.86 feet, central angle 010°33'42", arc length 320.71 feet, chord bearing N00°31'23"W, a distance of 320.26 feet to the Point of Beginning.

#### PARCEL 7:

A portion of the grantor's tract, as described in O.R. 2180, Page 1597, Public Records of Sarasota County, Florida, lying in Section 17, Township 40 South, Range 20 East, being more particularly described as follows:

Commence at the Southwest corner of Section 17, Township 40 South, Range 20 East, Sarasota County, Florida; thence S88°41'36"E, along the South boundary of the Southwest 1/4 of said Section, a distance of 329.23 feet to a point on a curve, and the Point of Beginning; thence the following twenty eight (28) courses: (1) along the arc of a curve to the left, concave to the Southwest, radius 1739.86 feet, central angle 003°50'15", arc length 116.53 feet, chord bearing N07°43'24"W, a distance of 116.51 feet; (2) leaving said curve, N09°38'31"W, a distance of 707.19 feet, to a point of curve; (3) along the arc of a curve to the right, concave to the East, radius 2079.86 feet, central angle 027°23'07", arc length 994.09 feet, chord bearing N04°03'03"E, a distance of 984.66 feet; (4) leaving said curve, N29°30'38"E, a distance of 104.42 feet; (5) N18°35'52"E, a distance of 755.00 feet; (6) N64°19'55"W, a distance of 259.98 feet; (7) N07°15'30"W, a distance of 363.19 feet; (8) N24°30'14"E, a distance of 246.76 feet; (9) N65°13'52"E, a distance of 110.00 feet; (10) N24°46'08"W, a distance of 861.00 feet; (11) S79°49'39"W, a distance of 69.15 feet to the West boundary of the Northwest 1/4 of said Section; (12) N00°43'52"E, along said boundary, a distance of 893.19 feet, to a point of curve; (13) along the arc of a curve to the left, concave to the Northeast, radius 7504.44 feet, central angle 006°06'31", arc length 800.08 feet, chord bearing S21°42'53"E, a distance of 799.70 feet, to a point of tangency; (14) S24°46'08"E, a distance of 426.04 feet; (15) S41°28'05"E, a distance of 104.40 feet; (16) S24°46'08"E, a distance of 532.70 feet, to a point of curve; (17) along the arc of a curve to the right, concave to the Southwest, radius 1046.47 feet, central angle 043°22'00", arc length 792.07 feet, chord bearing S03°05'09"E, a distance of 773.29 feet; (18) leaving said curve, S18°35'52"W, a distance of 300.12 feet; (19) S35°17'49"W, a distance of 104.40 feet; (20) S18°35'52"W, a distance of 471.52 feet, to a point of curve; 1774.86 feet, central angle 028°14'23", arc length 874.78 feet, chord bearing S04°28'41"W, a distance of 865.95 feet; (22) leaving said curve, S09°38'31"E, a distance of 78.16 feet; (23) S67°25'27"E, a distance of 485.80 feet; (24) S09°38'31"E, a distance of 226.00 feet; (25) S80°21'29"W, a distance of 386.00 feet; (26) S09°38'31"E, a distance of 144.03 feet, to a point of curve; (27) along the arc of a curve to the right, concave to the Southwest, radius 2069.86 feet, central angle 004°58'33", arc length 179.76 feet, chord bearing S07°09'15"E, a distance of 179.70 feet, to the South boundary of the

Southwest  $\frac{1}{4}$  of said Section; (28) leaving said curve, N88°41'36"W, along said boundary, a distance of 332.15 feet to the Point of Beginning.

**PARCEL 8:**

A portion of the grantor's tract, as described in O.R. 2180, Page 1597, Public Records of Sarasota County, Florida, lying in Section 18, Township 40 South, Range 20 East, being more particularly described as follows:

Commence at the Northeast corner of Section 18, Township 40 South, Range 20 East, Sarasota County, Florida; thence S00°43'52"W, along the East boundary of the Northeast  $\frac{1}{4}$  of said Section, a distance of 330.52 feet to the Point of Beginning; thence the following seven (7) courses: (1) continue S00°43'52"W, along said boundary a distance of 893.19 feet; (2) S79°49'39"W, a distance of 112.69 feet; (3) N21°36'42"W, a distance of 834.79 feet; (4) N71°23'45"E, a distance of 176.00 feet; (5) along the arc of a curve to the right, concave to the Northeast, radius 7779.44 feet, central angle 003°11'12", arc length 432.68 feet, chord bearing N17°00'39"W, a distance of 432.62 feet, to the North boundary of said Northeast  $\frac{1}{4}$ ; (6) leaving said curve, S89°38'43"E, along said boundary, a distance of 286.18 feet; (7) along the arc of a curve to the left, concave to the Northeast, radius 7504.44 feet, central angle 002°38'56", arc length 346.95 feet, chord bearing S17°20'09"E, a distance of 346.92 feet to the Point of Beginning.

**PARCEL 9:**

A portion of the grantor's tract, as described in O.R. 2180, Page 1597, Public Records of Sarasota County, Florida, lying in Section 7, Township 40 South, Range 20 East, being more particularly described as follows:

Commence at the Southeast corner of Section 7, Township 40 South, Range 20 East, Sarasota County, Florida; thence N89°38'43"W, along the South boundary of the Southeast  $\frac{1}{4}$  of said Section, a distance of 107.59 feet to the Point of Beginning; thence the following twenty five (25) courses: (1) continue N89°38'43"W, along said boundary a distance of 286.18 feet to a point on a curve; (2) along the arc of a curve to the right, concave to the Northeast, radius 7779.44 feet, central angle 006°30'12", arc length 883.00 feet, chord bearing N12°09'57"W, a distance of 882.53 feet; (3) leaving said curve, S81°05'09"W, a distance of 118.00 feet; (4) N19°11'26"W, a distance of 695.64 feet; (5) N07°43'44"W, a distance of 461.01 feet; (6) N43°38'04"E, a distance of 271.28 feet; (7) N08°06'06"W, a distance of 66.19 feet, to a point radius 5904.58 feet, central angle 017°12'29", arc length 1773.37 feet, chord bearing N00°30'09"E, a distance of 1766.71 feet; (8) leaving said curve, N38°57'01"W, a distance of 208.91 feet; (9) N20°10'15"W, a distance of 212.74 feet; (10) N14°53'58"E, a distance of 245.57 feet; (11) S75°35'37"E, a distance of 306.00 feet, to a point of curve; (12) along the arc of a curve to the right, concave to the Southeast, radius 5859.58 feet, central angle 006°28'38", arc length 662.42 feet, chord bearing N17°38'42"E, a distance of 662.06 feet, to a point of tangency; (13) N20°53'01" E, a distance of 202.24 feet; to the North boundary of the Northeast  $\frac{1}{4}$  of said Section; (14) S89°50'37"E, along said boundary, a distance of 288.69 feet; (15) S20°53'01"W, a distance of 304.41 feet, to a point of curve; (16) along the arc of a curve to the left, concave to the Southeast, radius 5589.58 feet, central angle 009°49'02", arc length 957.73 feet, chord bearing S15°58'30"W, a distance of 956.56 feet; (17) leaving said curve, S78°56'01" E, a distance of 15.00 feet; (18) S10°48'41"W, a distance of 49.62 feet; (19) N79°26'37"W, a distance of 30.00 feet, to a point of curve; (20) along the arc of a curve to the left, concave to the East, radius 5604.58 feet, central angle 018°39'29", arc length 1825.10 feet, chord bearing S01°13'39"W, a distance of 1817.05 feet, to a point of tangency; (21) S08°06'06" E, a distance of 1265.86 feet, to a point of curve; (22) along the arc of a curve to the left, concave to the East, radius 7514.44 feet, central angle 001°06'45", arc length 145.90 feet, chord bearing S08°39'28"E, a distance of 145.90 feet; (23) leaving said curve, S15°23'52"E, a distance of 98.80 feet, to a point of curve; (24) along the arc of a curve to the left, concave to the Northeast, radius 7504.44 feet, central angle 006°02'50", arc length 792.05 feet, chord bearing S12°59'16"E, a distance of 791.68 feet, to the Point of Beginning.



PARCEL 10:

A portion of the grantor's tract, as described in O.R. 2180, Page 1597, Public Records of Sarasota County, Florida, lying in Section 5, Township 40 South, Range 20 East, being more particularly described as follows:

Commence at the Southwest corner of Section 5, Township 40 South, Range 20 East, Sarasota County, Florida; thence N00°16'50"E, along the West boundary of the Southwest 1/4 of said Section, a distance of 279.24 feet to the Point of Beginning; thence the following thirty two (32) courses: (1) continue N00°16'50"E, along said boundary, a distance of 824.11 feet; (2) N20°53'01"E, a distance of 42.90 feet; (3) N31°07'04"W, a distance of 28.98 feet to said west boundary; (4) N00°16'50"E, along said boundary, a distance of 623.35 feet; (5) N62°12'11"E, a distance of 71.47 feet; (6) S77°06'59"E, a distance of 186.82 feet; (7) N20°53'01"E, a distance of 789.00 feet; (8) N26°35'39"E, a distance of 100.50 feet; (9) N20°53'01"E, a distance of 425.81 feet, to a point of curve; (10) along the arc of a curve to the left, concave to the Northwest, radius 5579.58 feet, central angle 011°44'31", arc length 1143.45 feet, chord bearing N15°00'46"E, a distance of 1141.45 feet; (11) leaving said curve, N17°23'11"E, a distance of 98.66 feet, to a point of curve; (12) along the arc of a curve to the left, concave to the West, radius 5594.58 feet, central angle 001°03'18", arc to a point of tangency; (13) N07°05'12"E, a distance of 703.92 feet, to a point of curve; (14) along the arc of a curve to the right, concave to the East, radius 2999.79 feet, central angle 005°56'35", arc length 311.15 feet, chord bearing N10°03'29"E, a distance of 311.01 feet to the North boundary of the Northwest 1/4 of said Section; (15) leaving said curve, S89°05'35"E, along said boundary a distance of 271.65 feet, to a point on a curve; (16) along the arc of a curve to the left, concave to the South-east, radius 2734.79 feet, central angle 007°08'18", arc length 340.72 feet, chord bearing S10°39'21"W, a distance of 340.50 feet, to a point of tangency; (17) S07°05'12"W, a distance of 703.92 feet, to a point of curve; (18) along the arc of a curve to the right, concave to the West, radius 5859.58 feet, central angle 003°21'18", arc length 343.11 feet, chord bearing S08°45'51"W, a distance of 343.06 feet; (19) leaving said curve, S79°33'30"E, a distance of 15.00 feet; (20) S10°38'30"W, a distance of 41.01 feet; (21) N79°09'30"W, a distance of 15.00 feet, to a point of curve; (22) along the arc of a curve to the right, concave to the Northwest, radius 5859.58 feet, central angle 002°23'24", arc length 244.42 feet, chord bearing S12°02'12"W, a distance of 244.40 feet; (23) leaving said curve, S55°07'00"E, a distance of 262.77 feet; (24) S09°33'47"W, a distance of 321.22 feet; (25) S18°38'56"W, a distance of 205.67 feet; (26) N72°16'01"W, a distance of 267.07 feet, to a point of curve; (27) along the arc of a curve to the right, concave to the Northwest, radius 5869.58 feet, central angle 001°46'19", arc length 181.52 feet, chord bearing S19°59'52"W, a distance of 181.51 feet, to a point of tangency; (28) S20°53'01"W, a distance of 525.81 feet; (29) S09°34'25"W, a distance of 101.98 feet; (30) S20°53'01"W, a distance of 1100.00 feet; (31) S32°11'37"W, a distance of 101.98 feet; (32) S20°53'01"W, a distance of 984.30 feet to the Point of Beginning.

PARCEL 11:

A portion of the grantor's tract, as described in O.R. 2180, Page 1597, Public Records of Sarasota County, Florida, lying in Section 6, Township 40 South, Range 20 East, being more particularly described as follows:

Commence at the Southeast corner of Section 6, Township 40 South, Range 20 East, Sarasota County, Florida; thence N89°50'37"W, along the South boundary of the Southeast 1/4 of said Section, a distance of 105.06 feet to the Point of Beginning; thence the following six (6) courses: (1) continue N89°50'37"W, along said boundary a distance of 288.69 feet; (2) N20°53'01"E, a distance of 385.04 feet; (3) N09°34'25"E, a distance of 101.98 feet; (4) N20°53'01"E, a distance of 687.10 feet to the East boundary of said Southeast 1/4; (5) S00°16'50"W, along said boundary, a distance of 824.11 feet; (6) S20°53'01"W, a distance of 298.57 feet to the Point of Beginning.

PARCEL 12:

A portion of the grantor's tract, as described in O.R. 2180, Page 1597, Public Records of Sarasota County, Florida, lying in Section 6, Township 40 South, Range 20 East, being more particularly described as follows:



Commence at the Southeast corner of Section 6, Township 40 South, Range 20 East, Sarasota County, Florida; thence N00°16'50"E, along the

East boundary of the Southeast  $\frac{1}{4}$  of said Section, a distance of 1168.25 feet to the Point of Beginning; thence the following four (4) courses: (1) N31°07'04"W, a distance of 52.24 feet; (2) N01°26'05"W, a distance of 555.62 feet; (3) N62°12'11"E, a distance of 49.70 feet to said East boundary; (4) S00°16'50"W, along said boundary, a distance of 623.35 feet to the Point of Beginning.

#### PARCEL 13:

A portion of the grantor's tract, as described in O.R. 2180, Page 1597, Public Records of Sarasota County, Florida, lying in Section 32, Township 39 South, Range 20 East, being more particularly described as follows:

Commence at the Southwest corner of Section 32, Township 39 South, Range 20 East, Sarasota County, Florida; thence S89°05'35"E, along the South boundary of the Southwest  $\frac{1}{4}$  of said Section, a distance of 1186.16 feet to a point on a curve and the Point of Beginning; thence the following thirty seven (37) courses: (1) along the arc of a curve to the right, concave to the Southeast, radius 2999.79 feet, central angle 012°24'31", arc length 649.67 feet, chord bearing N19°14'02"E, a distance of 648.40 feet; (2) leaving said curve, N64°33'42"W, a distance of 15.00 feet; (3) N25°44'18"E, a distance of 31.57 feet; (4) S63°57'42"E, a distance of 10.00 feet, to a point of curve; (5) along the arc of a curve to the right, concave to the Southeast, radius 3004.79 feet, central angle 007°49'22", a arc length 410.25 feet, chord bearing N29°56'59"E, a distance of 409.94 feet, to a point of tangency; (6) N33°51'40" E, a distance of 472.86 feet; (7) N56°08'20"W, a distance of 465.00 feet; (8) N33°51'40"E, a distance of 343.00 feet; (9) N57°23'43"E, a distance of 448.29 feet; (10) S56°08'20"E, a distance of 301.00 feet; (11) N33°51'40"E, a distance of 1735.97 feet, to a point of curve; (12) along the arc of a curve to the left, concave to the Northwest, radius 1784.86 feet, central angle 029°40'15", arc length 924.30 feet, chord bearing N19°01'33"E, a distance of 914.01 feet; (13) leaving said curve, N15°14'39"W, a distance of 97.39 feet, to a point of curve; (14) along the arc of a curve to the left, concave to the West, radius 1754.86 feet, central angle 001°11'25", arc length 36.46 feet, chord bearing N00°35'43"E, a distance of 36.46 feet, to a point of tangency; (15) N00°00'00"E, a distance of 58.72 feet; (16) N29°53'17"W, a distance of 310.15 feet; (17) N17°15'42"W, a distance of 371.53 feet; (18) N89°41'09"W, parallel with and 137.00 feet South of the North boundary of said Section, a distance of 630.77 feet; (19) N00°18'51"E, a distance of 11.00 feet to the existing Right-of-Way for U.S. Highway 41; (20) S89°38'39"E, a distance of 486.38 feet; (21) S86°12'38"E, a distance of 100.18 feet; (22) S89°38'39"E, a distance of 1100.00 feet; (23) S78°20'03"E, a distance of 50.99 feet; (24) S89°38'39"E, a distance of 50.00 feet; (25) N67°28'05"E, a distance of 41.14 feet, to a point of curve; (26) along the arc of a curve to the right, concave to the South, radius 5603.58 feet, central angle 004°47'14", arc length 468.19 feet, chord bearing S87°15'02"E, a distance of 468.05 feet; (27) leaving said existing Right-of-Way and said curve, N89°41'09"W, parallel with and 147.22 feet South of North boundary of said Section, a distance of 843.21 feet; (28) S17°30'35"W, a distance of 342.25 feet; (29) S26°09'49"W, a distance of 306.39 feet; (30) S00°00'00"W, a distance of 66.32 feet, to a point of curve; (31) along the arc of a curve to the right, concave to the West, radius 2069.86 feet, central angle 011°59'25", arc length 433.16 feet, chord bearing S05°59'43"W, a distance of 432.37 feet; (32) leaving said curve, S64°11'45"E, a distance of 392.56 feet; (33) S35°53'55"W, a distance of 1060.72 feet; (34) N61°33'21"W, a distance of 233.04 feet; (35) S33°51'40"W, a distance of 2706.86 feet, to a point of curve; (36) along the arc of a curve to the left, concave to the Southeast, radius 2734.79 feet, central angle 019°38'10", arc length 937.25 feet, chord bearing S24°02'35"W, a distance of 932.67 feet to the South boundary of said Southwest  $\frac{1}{4}$ ; (37) leaving said curve, N89°05'35"W, along said boundary, a distance of 271.65 feet to the Point of Beginning.

(4) The territorial limits of the West Villages Improvement District shall no longer embrace and include those parcels of land described as follows:

**PARCEL 1:**

A Parcel of land in Section 19, Township 40 South, Range 20 East, Sarasota County, Florida, described as follows:

Commence at the Southeast corner of Section 19, Township 40 South, Range 20 East, Sarasota County, Florida; thence N00°52'08"W, along the East line of the Southeast  $\frac{1}{4}$  of said Section 19, a distance of 300.13 feet to a point on a line lying 300.00 feet Northerly of and parallel with the South line of said Southeast  $\frac{1}{4}$  of Section 19; thence N89°07'15"W, along said line lying 300.00 feet northerly of and parallel with the South line of the Southeast  $\frac{1}{4}$  of Section 19, a distance of 2716.19 feet; thence N89°12'05"W, along a line lying 300.00 feet Northerly of and parallel with the South line of the Southwest  $\frac{1}{4}$  of Section 19, a distance of 1382.32 feet to the Point of Beginning; thence continue N89°12'05"W, along said line lying 300.00 feet Northerly of and parallel with the South line of the Southwest  $\frac{1}{4}$  of Section 19, a distance of 1168.62 feet to a point lying 200.00 feet Easterly of and parallel with the West line of said Section 19; thence N00°47'09"E, along said line lying 200.00 feet Easterly of and parallel with said West line of Section 19, a distance of 2727.62 feet; thence N86°45'40"E, a distance of 125.62 feet; thence S88°28'31"E, a distance of 211.61 feet; thence S70°38'32"E, a distance of 189.13 feet; thence S65°14'22"E, a distance of 167.94 feet; thence S64°57'23"E, a distance of 166.26 feet; thence S56°18'11"E, a distance of 190.18 feet; thence S49°50'04"E, a distance of 150.71 feet; thence S00°57'35"E, a distance of 2339.31 feet to the Point of Beginning.

**PARCEL 2:**

A Parcel of land in Section 21, Township 40 South, Range 20 East, Sarasota County, Florida, described as follows:

Commence at the Southwest corner of Section 21, Township 40 South, Range 20 East, Sarasota County, Florida; thence S88°46'17"E, along the South Line of the Southwest  $\frac{1}{4}$  of said Section 21, a distance of 6.31 feet to a point on the baseline of survey as shown on the unrecorded Sarasota County Maintained Right-of-Way Map for River Road; thence N45°58'14"E, along said baseline of survey, a distance of 3267.20 feet; thence S44°01'46"E, perpendicular to said baseline of survey, a distance of 41.51 feet to the Point of Beginning; thence N45°56'43"E, a distance of 629.28 feet; thence S43°52'22"E, a distance of 771.45 feet; thence S46°20'52"W, a distance of 294.90 feet; thence N43°25'39"W, a distance of 205.68 feet; to a point on a curve to the left having a radius of 225.00 feet, a central angle of 91°32'43", a chord bearing of N89°12'00"W, and a chord length of 322.46 feet; thence along the arc of said curve an arc length of 359.50 feet; thence S45°01'39"W, a distance of 58.25 feet; thence N81°29'41"W, a distance of 77.89 feet; thence N44°03'17"W, a distance of 275.37 feet to the Point of Beginning.

**PARCEL 3:**

A Parcel of land in Section 15, Township 40 South, Range 20 East, Sarasota County, Florida, described as follows:

Commence at the Southwest Corner of Section 15, Township 40 South, Range 20 East, Sarasota County, Florida; thence S89°21'19"E, along the South Line of said Section 15, a distance of 49.10 feet, to a point on the baseline of survey as shown on the unrecorded Sarasota County Maintained Right-of-Way Map for River Road; thence N45°58'14"E, along said baseline of survey, a distance of 3284.46 feet, thence S44°01'46"E,

perpendicular to said baseline of survey, a distance of 39.75 feet to the Point of Beginning; thence N45°58'39"E, a distance of 102.13 feet; to a point on a curve to the left having a radius of 706.58 feet, a central angle of 45°29'01", a chord bearing of N23°13'07"E, and a chord length of 546.30 feet; thence along the arc of said curve an arc length of 560.91 feet; thence N00°28'37"E, a distance of 615.74 feet; thence S89°31'23"E, a distance of 178.13 feet; thence S60°22'18"E, a distance of 188.25 feet; thence S32°42'31"E, a distance of 144.47 feet; to a point on a curve to the left having a radius of 150.00 feet, a central angle of 65°32'10", a chord bearing of S12°01'25"E, and a chord length of 162.37 feet; thence along the arc of said curve an arc length of 171.57 feet; to a point on a curve to the right having a radius of 50.00 feet, a central angle of 48°24'34", a chord bearing of S20°35'14"E, and a chord length of 41.00 feet; thence along the arc of said curve an arc length of 42.25 feet; to a point on a curve to the left having a radius of 55.00 feet, a central angle of 53°04'13", a chord bearing of S22°55'03"E, and a chord length of 49.14 feet; thence along the arc of said curve an arc length of 50.94 feet; to a point on a curve to the right having a radius of 50.00 feet, a central angle of 69°28'55", a chord bearing of S14°42'42"E, and a chord length of 56.99 feet; thence along the arc of said curve an arc length of 60.63 feet; thence S20°01'46"W, a distance of 165.04 feet; thence S09°45'21"E, a distance of 198.48 feet; thence S10°32'59"W, a distance of 77.82 feet; thence S24°01'29"W, a distance of 246.18 feet; thence S16°16'56"W, a distance of 52.07 feet; thence S35°57'16"E, a distance of 117.85 feet; thence S87°27'37"W, a distance of 86.98 feet; thence S45°58'19"W, a distance of 25.22 feet; thence S05°31'58"W, a distance of 149.54 feet; thence S45°58'39"W, a distance of 223.39 feet; thence N44°01'21"W, a distance of 622.74 feet; to the Point of Beginning.

#### PARCEL 4:

A Parcel of land lying in Section 34, Township 39 South, Range 20 East, Sarasota County, Florida, described as follows:

Commence at the Southeast Corner of the Southwest  $\frac{1}{4}$  of Section 34, Township 39 South, Range 20 East, Sarasota County, Florida; thence N89°24'59"W, along the South line of the Southwest  $\frac{1}{4}$  of said Section 34, a distance of 204.95 feet to a point on the baseline of survey, as shown on the Sarasota County Right-of-Way Map for River Road (Project No. 95790), same being a point on a curve to the left having a radius of 5729.58 feet, a central angle of 05°13'19", a chord bearing of N16°30'08"W, and a chord length of 522.02 feet; thence along said baseline of Survey, and the arc of said curve, an arc length of 522.20 feet; thence S70°53'13"W, perpendicular to said baseline of Survey, a distance of 110.00 feet to the Westerly Right-of-Way Line of South River Road per Official Records Book 2679, Page 2750, Public Records of Sarasota County, Florida, same being a point on a curve to the left having a radius of 5619.32 feet, a central angle of 15°31'30", a chord bearing of N26°52'28"W, and a chord length of 1517.98 feet; thence along said Westerly Right-of-Way Line the following four (4) courses: (1) along the arc of said curve an arc length of 1522.64 feet; (2) thence S55°21'47"W, a distance of 20.00 feet to a point on a curve to the left having a radius of 5599.32 feet, a central angle of 02°00'54", a chord bearing of N35°38'40"W, and a chord length of 196.90 feet; (3) thence along the arc of said curve an arc length of 196.91 feet; (4) thence N36°39'07"W, a distance of 71.08 feet to the South line of the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 34; thence N89°37'27"W, along the South line of said Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 34, a distance of 4.10 feet to the Point of Beginning, same being the Southwest corner of the North  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 34, Township 39 South, Range 20 East, Sarasota County, Florida; thence N89°37'27"W, along the South line of the North  $\frac{1}{2}$  of the

Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of said Section 34, a distance of 108.43 feet; thence N36°45'48"W, a distance of 427.04 feet to the Southerly Right-of-Way Line of U.S. Highway No. 41 (State Road No.45), per Florida Department of Transportation Right-of-Way Map Section 17010-2508, same being a point on a curve to the left having a radius of 3031.73 feet, a central angle of 01°56'33", a chord bearing of N81°26'05"E, and a chord length of 102.78 feet; thence along said Southerly Right-of-Way Line of U.S. Highway No. 41 (State Road No. 45) and the arc of said curve an arc length of 102.78 feet to the intersection of said Southerly Right-of-Way Line of U.S. Highway No. 41 (State Road No. 45) and the Westerly Right-of-Way Line of South River Road per Official Records Book 2695, Page 1438, Public Records of Sarasota County, Florida; thence S36°39'07"E, along said Westerly Right-of-Way Line of South River Road, a distance of 439.57 feet to a point on the West line of the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 34; thence S00°09'58"W, along said West line of the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 34, a distance of 5.47 feet to the Point of Beginning.

PARCEL 5:

A Parcel of land in Section 21, Township 40 South, Range 20 East, Sarasota County, Florida, described as follows:

Commence at the Southwest corner of Section 21, Township 40 South, Range 20 East, Sarasota County, Florida; thence S88°46'17"E, along the said South line of Southwest  $\frac{1}{4}$  of Section 21, a distance of 40.25 feet to the Southeasterly Maintained Right-of-Way of South River Road as shown on unrecorded Maintained Right-of-Way Map of River Road, for a Point of Beginning, thence along said Southerly Maintained Right-of-Way Line the following three (3) courses: (1) N45°55'23"E, a distance of 105.80 feet; (2) thence N44°19'24"W, a distance of 4.28 feet; (3) thence N45°58'11"E, a distance of 354.51 feet to the South line of lands described in Official Records Book 986, Page 904; thence along said South line of lands described in Official Records Book 986, Page 904, S88°46'03"E, a distance of 16.74 feet; thence S45°58'11"W, a distance of 464.61 feet to said South line of the Southwest  $\frac{1}{4}$  of Section 21; thence along said South line of the Southwest  $\frac{1}{4}$  of Section 21, N88°46'17"W, a distance of 10.59 feet to the Point of Beginning.

PARCEL 6:

A Parcel of land in Section 20 & 21, Township 40 South, Range 20 East, Sarasota County, Florida, described as follows:

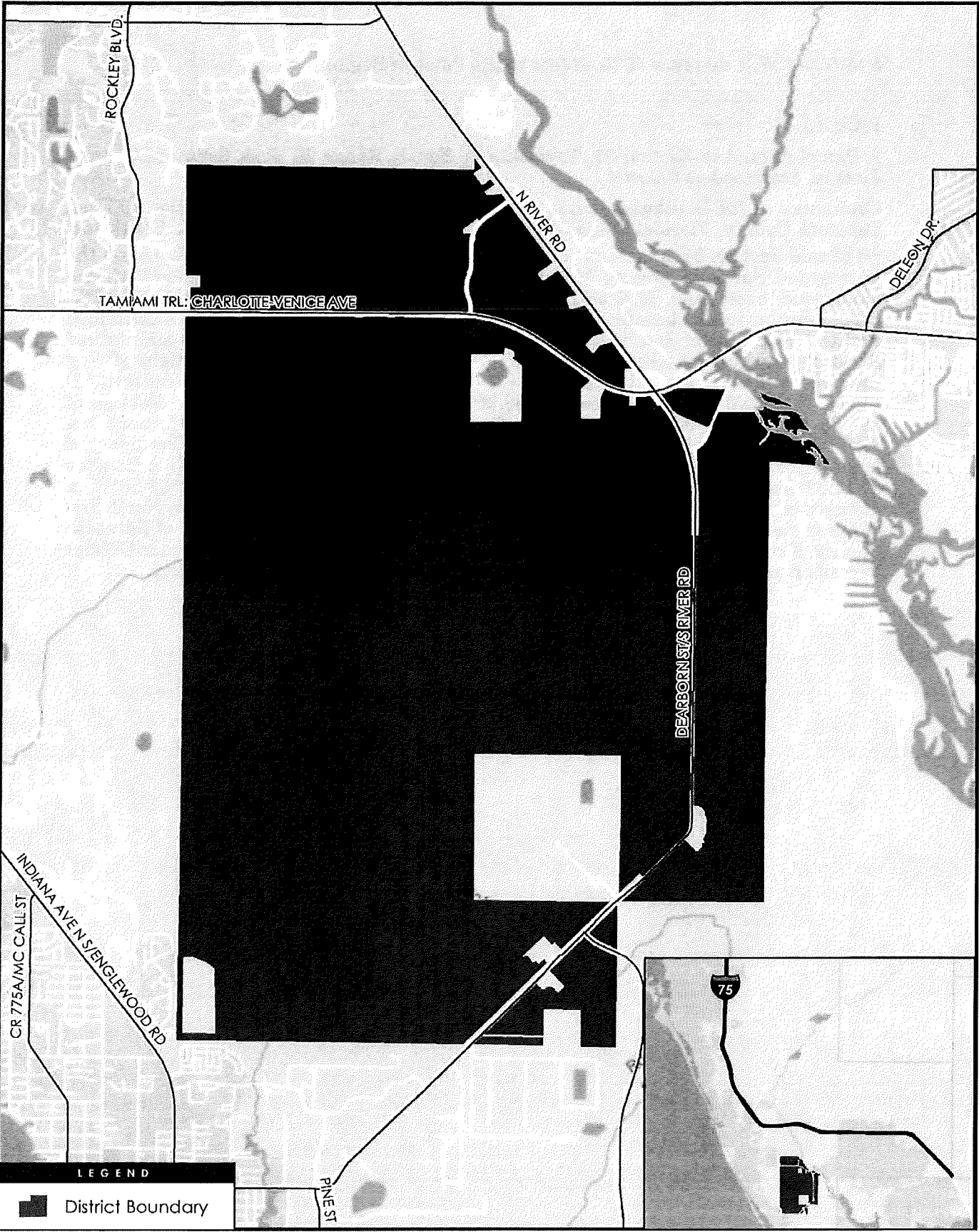
Commence at the Southeast corner of Section 20, Township 40 South, Range 20 East, Sarasota County, Florida; thence N89°12'04"W, along the South line of said Section 20, a distance of 60.14 feet to the North-westerly Maintained Right-of-Way of South River Road as shown on the unrecorded Sarasota County Maintained Right-of-Way Map for River Road a Point of Beginning; thence continue along said South line of Section 20, N89°12'04"W, a distance of 221.97 feet; thence N45°58'11"E, a distance of 1634.22 feet; thence N45°58'06"E, a distance of 1299.84 feet; thence N45°58'15"E, a distance of 425.82 feet to the boundary of lands described in Official Records Instrument No. 2000163556; thence S44°02'57"E, along said boundary of lands described in Official Records Instrument No. 2000163556, a distance of 157.69 feet to said Maintained Right-of-Way Line; thence along said Maintained Right-of-Way Line the following six (6) courses: (1) S45°57'54"W, a distance of 640.66 feet; (2) thence S45°58'20"W, a distance of 1300.13 feet; (3) thence N43°57'33"W, a distance of 3.59 feet; (4) thence S45°57'55"W, a distance of 1185.97 feet; (5) thence S43°13'15"E, a distance of 2.20 feet; (6) thence

S45°52'56"W, a distance of 75.72 feet to the Point of Beginning.

PARCEL 7:

A Parcel of land in Section 21, Township 40 South, Range 20 East, Sarasota County, Florida, described as follows:

Commence at the Southwest corner of Section 21, Township 40 South, Range 20 East, Sarasota County, Florida; thence S88°46'17"E, along the South Line of the Southwest 1/4 of said Section 21, a distance of 6.31 feet to the baseline of survey as shown on the unrecorded Sarasota County Maintained Right-of-Way Map for River Road; thence along said base line, N45°58'14"E, a distance of 554.56 feet; thence S44°01'46"E, perpendicular to said baseline, a distance of 19.73 feet to the Southeasterly Maintained Right-of-Way Line of South River Road as shown on said Sarasota County Maintained Right-of-Way Map for a Point of Beginning; thence along said Maintained Right-of-Way Line the following three (3) courses: (1) N45°58'11"E, a distance of 875.08 feet; (2) thence N45°58'06"E, a distance of 1299.90 feet; (3) thence N45°58'15"E, a distance of 425.85 feet to the boundary of lands described in Official Records Instrument No. 2000163556; Public Records of Sarasota County, Florida; thence along said boundary of lands described in Official Records Instrument No. 2000163556, S44°03'18"E, a distance of 11.89 feet; thence S45°58'15"W, a distance of 425.86 feet; thence S45°58'06"W, a distance of 1299.90 feet; thence S45°58'11"W, a distance of 863.29 feet to the North line of lands described in Official Records Book 986, Page 904, Public Records of Sarasota County, Florida; thence N88°46'03"W, along said North line of lands described in Official Records Book 986, Page 904, a distance of 16.74 feet to the Point of Beginning.



Disclaimer: Stantec assumes no responsibility for data supplied in electronic format. The recipient accepts full responsibility for verifying the accuracy and completeness of the data. The recipient agrees to indemnify, defend, and hold Stantec, its officers, employees, consultants and agents, harmless from any and all claims arising in any way from the content or provision of the data.

Files:  
 1. Coordinate System: NAD83 HARN Florida West 83  
 2. Source data: 2018 Florida Department of Revenue LFP  
 3. Imagery: Esri/Google/DeLorme

**West Villages**  
 Improvement Boundary District  
 August 2019

Stantec Consulting Services Inc.  
 6900 Professional Pkwy E.  
 Sarasota, FL 34240  
 Tel 941.507.6900  
 Fax 941.907.6910



Prepared by: J.W. 08/05/19  
 Technical Review: N.A. 08/05/19  
 Preparation Source: H.E. 08/05/19

**EXHIBIT D**  
**Capacity Allocation Infrastructure Schedule**

## EXHIBIT D

### **Capacity Allocation Infrastructure Schedule to 2019 Amended and Restated Utilities Agreement (the "Agreement")**

On or before the following designated deadlines, the District, or where designated herein, the City, shall complete the following:

#### SECTION 1. WASTEWATER

1.1 2.0 MGD Capacity (Phase 1) Wastewater Treatment Plant and Deep Injection Well to be operational pursuant to Section 7.1.B of the Agreement.

1.2 Construction 100% complete of the Wastewater Plant, Certification of Completion submitted to the Florida Department of Environmental Protection (FDEP), and all conveyance documents to the City pursuant to Section 7.1.B of the Agreement.

1.3 The District shall prepare and pay for the initial capacity analysis report and updated capacity analysis reports. The City will cooperate as the permittee in the preparation of these reports.

1.4 All future expansions and build out phases for the WWTP will be in accordance with FDEP Rule (62-600) as follows:

A. When the three (3) month average daily flow for the most recent three consecutive months exceeds 50% of the permitted capacity of the Wastewater Plant or reuse and disposal systems, an initial capacity analysis report must be prepared and submitted to FDEP within 180 days of the last day of the three-month period.

B. If the initial capacity analysis report or an update of the capacity analysis report documents that the permitted capacity will be equaled or exceeded within the next ten (10) years, an updated capacity analysis shall be submitted to FDEP annually.

C. If the initial capacity analysis report, or an update of the capacity analysis report, documents that the permitted capacity will be equaled or exceeded within the next five (5) years, the report shall include a statement, signed and sealed by a professional engineer registered in Florida, that planning and preliminary design of the necessary expansion have been initiated.

D. If the initial capacity analysis report or an update of the capacity analysis report documents that the permitted capacity will be equaled or exceeded within the next four (4) years, the report shall include a statement, signed and sealed by an engineer registered in Florida, that plans and specifications for the necessary expansion are being prepared.



E. If the initial capacity analysis report or an update of the capacity analysis report documents that the permitted capacity will be equaled or exceeded within the next three (3) years, the permittee shall submit a complete construction permit application to the FDEP within 30 days of submittal of the initial capacity analysis report or the update of the capacity analysis report.

F. If the initial capacity analysis report or an update of the capacity analysis report documents that the permitted capacity will be equaled or exceeded within the next six (6) months, the permittee shall submit to FDEP an application for an operational permit for the expanded facility. The operational permit application shall be submitted no later than the submittal of the initial capacity analysis report or the update of the capacity analysis report.

G. Construction must commence prior to the facility reaching 80% capacity, or earlier in order to meet the six (6) month requirement in the previous bullet point.

## SECTION 2. WATER

2.1 Planning and site selection services for a 1.0 MGD Capacity (Phase 1) Water Treatment Plant (WTP) has begun.

2.2 The District shall commence construction for Phase 1 of the Water Plant no later than when 1,000 of the 5,600 Equivalent Residential Connections (ERC) allocated to the District remain to be connected.

2.3 The District shall prepare and pay for the initial capacity analysis report and updated capacity analysis reports. The City will cooperate as the permittee in the preparation of these reports.

2.4 All future expansions and build out phases for the WTP will be in accordance with FDEP Rule 62-555.348(3) as follows:

A. When the maximum day demand exceeds 75% of the maximum operating capacity of the facility, an initial capacity analysis report shall be submitted to FDEP detailing the projection of when the capacity will be exceeded.

B. If the initial report or the latest updated report indicates that maximum-day water demand will not exceed the total permitted maximum-day operating capacity of the treatment plant for at least ten (10) years and that finished-water storage need (including fire storage if fire protection is being provided) will not exceed the existing total useful finished-water storage capacity for at least ten (10) years, the next updated report shall be submitted to FDEP within five (5) years after submittal of the previous report.

C. If the initial report or the latest updated report indicates that maximum-day water demand will exceed the total permitted maximum-day operating capacity of the treatment plant in less than ten (10) years but greater than or equal to five (5) years or that finished-water storage need (including fire storage if fire protection is being provided) will exceed the existing total useful finished-water storage capacity in less than ten (10) years but greater than or equal to five (5) years, the next updated report shall be submitted to FDEP within two (2) years after submittal of the previous report.

D. If the initial report or the latest updated report indicates that maximum-day water demand will exceed the total permitted maximum-day operating capacity of the treatment plant in less than five (5) years or that finished-water storage need (including fire storage if fire protection is being provided) will exceed the existing total useful finished-water storage capacity in less than five (5) years, the next updated report shall be submitted to FDEP within one (1) year after submittal of the previous report.

E. If an initial or updated source/treatment/storage capacity analysis report indicates that maximum-day water demand (including fire-flow demand if fire protection is being provided) will exceed the total permitted maximum-day operating capacity of the water treatment plant(s) in less than five (5) years or that finished-water storage need (including fire storage if fire protection is being provided) will exceed the existing total useful finished-water storage capacity in less than five (5) years, documentation of timely design, permitting, and construction of recommended new or expanded source, treatment, or storage facilities shall be submitted with the report to FDEP. The documentation shall consist of a written statement that is signed by an authorized representative of the supplier of water and that certifies the supplier is meeting, and intends to meet, the report's recommended schedule for design, permitting, and construction of recommended new or expanded source, treatment, or storage facilities.

F. Any future expansion shall be constructed and certified for operation to FDEP not later than six (6) months before the maximum-day water demand will exceed the total permitted maximum-day operating capacity of the treatment plant or that finished-water storage need (including fire storage if fire protection is being provided) will exceed the existing total useful finished-water storage capacity.

**EXHIBIT E**  
**Wastewater Treatment Plant Design Criteria**

The Wastewater Treatment Plant is being constructed pursuant to the signed and sealed construction plans and specifications approved by Florida Department of Environmental Protection Permit #FLA984841. The cover sheet for said plans reads "100% Drawings Conformed for Construction," is dated March 2019, and was signed and sealed by Steven N. Romano, P.E., on May 9, 2018.

**EXHIBIT F**  
**Plant Transition Plan**

## EXHIBIT F

### Plant Transition Plan

#### SECTION 1. GENERAL

1.1 This Plant Transition Plan ("**Transition Plan**") establishes steps the Parties will follow in transferring ownership of the completed Water and Wastewater Facilities (collectively, the "**Facilities**" or, individually, a "**Facility**") from the District to the City. It supplements any additional requirements that may be found in the 2019 Amended and Restated Utilities Agreement (the "**Agreement**"), the terms of which shall control to the extent of any express conflict with this Transition Plan.

1.2 The District shall exercise its good faith, diligent efforts to achieve Substantial Completion, Start-Up, Testing, and achieve Final Completion of the Wastewater Plant and Water Plant (each referred to herein individually as "**Facility**" and collectively as "**Facilities**") required to be built by this Agreement. The term "**Substantial Completion**" shall be defined as sufficient completion of the project or the portion thereof to permit utilization of the project, or portion thereof for its intended purpose. Substantial completion requires not only that the work be sufficiently completed to permit utilization, but that the City can effectively utilize the substantially completed work and that the Florida Department of Environmental Protection ("FDEP") and/or other regulatory agencies having jurisdiction have certified the Facilities as complete and ready for service. Determination of substantial completion is solely at the discretion of the City. Substantial completion does not mean complete in accordance with the contract nor shall substantial completion of all or any part of the project entitle the Contractor to acceptance under the contract. The term "**Final Completion**" shall be defined as the date that the City determines that the work has been completed in accordance with the contract and notifies the District in writing of the acceptability of the work. Final Completion for this contract is separate from construction completion and the District may allow for final construction completion with regard to its Construction Contract with the construction Contractor prior to Final Completion of this Contract.

1.3 The "**Transition Period**" shall be the time between the date on which the District notifies the City that equipment startup testing is complete and ready for operator training and the date on which the Facility is determined to be Finally Complete. During the Transition Period, the District and the City may jointly occupy the Facility and the City may begin to assume operational responsibilities according to the terms of the Agreement and this Transition Plan. The Facility will also undergo Start-Up and Testing, as defined in Section 2.B herein, according to a Site-Specific Start-Up and Testing Plan approved by the Parties. Unless otherwise provided in the Agreement or in this Transition Plan, the Parties intend that City promptly accept unqualified ownership and operational responsibility for the Facility in the manner provided herein.

1.4 The City shall be deemed to have unconditionally accepted ownership of the Facility for all purposes (“Acceptance”) upon completion of all requirements associated with this Transition Plan, pursuant to Paragraphs D and E, herein. The Parties acknowledge that upon Substantial Completion, City personnel will occupy the Facility and be undergoing training prior to the date of Final Completion. Such occupancy, training, inspection and other preliminary activities shall not by themselves constitute Acceptance by the City. The City shall assist the District during the Transition Period and shall not by its conduct unreasonably impede or delay the District’s Transition process or the schedule for Final Completion of a Facility. During the time between Substantial Completion and Final Completion operation of a Facility will be the responsibility of the City and the City will assume all operational responsibilities, with all expenses except City personnel costs to be borne by the District.. If after the date the City commences operational responsibilities and prior to Final Completion, the Facility does not operate to its design standards, unless caused by operator negligence, WVID shall be responsible for meeting FDEP water quality standards as outlined in the FDEP permit and for the reasonable costs to modify the Facility, so that it performs to the design standards. Should the District fail to meet Final Completion within ninety (90) days from Substantial Completion, beginning on the ninety-first (91st) day, the District will be responsible for the City’s operational and engineering cost of work incurred to operate the Facility.

## SECTION 2. ACTIONS PRIOR TO THE CITY’S OCCUPANCY OF A FACILITY

### A. Notice of Substantial Completion.

The District, on considering the work to be substantially complete and ready for its intended use, shall so endeavor to give the City at least thirty (30) business days prior written notice of the expected date of Substantial Completion and certification of completion and readiness for service by FDEP and/or other regulatory agencies having jurisdiction. The notification shall include an itemized list of remaining incomplete work, if any. If the City determines that the work is not substantially complete, they will so notify the District in writing within ten (10) business days identifying the reasons for such a determination. However, if the City finds the work to be substantially complete, they will meet with the District and their Engineers to:

1. Prepare a punch list of incomplete items of work necessary to achieve Final Completion;
2. Provide the City with a list of operational staff that has undergone training, by equipment suppliers;
3. Define the division of responsibility between the City and the District, including but not limited to security, operation, maintenance, utilities, insurance, and warranties; and

4. Describe any other issues related to final acceptance of the work.

Upon reaching agreement with the City, the District will certify in writing to the City that the work is substantially complete, listing the items of incomplete work, stating the anticipated date for final completion of incomplete work, and setting forth any other terms related to acceptance.

The City, who has sole discretion for determination of Substantial Completion, will review the District's certification that the work is substantially complete and, upon concurring with that certification, will notify the District, in writing within five (5) business days, that the work is accepted as substantially complete. The acceptance notice will include a punch list of incomplete work items, the anticipated date for final completion, and describe any other terms of acceptance. The District will acknowledge receipt of the acceptance notice in writing, indicating acceptance of all of its terms and provisions or indicating exceptions.

B. Site-Specific Facility Start-Up and Testing Plan.

The Facility Start-Up and Testing procedures described herein shall be applied to each Facility, using "make up" water consisting of surface water, ground water, or, in the case of the Wastewater Facility, treated effluent if reasonably available from another utility system. Each mechanical, electrical, instrumentation, and HVAC piece of equipment installed, and structural components constructed under this contract shall be tested in accordance with the Equipment Start-up and Testing to demonstrate compliance with the performance requirements of Contract Documents.

The Start-Up and Testing procedures for the Wastewater Facility shall include performance testing of all its functions with the exception of biological treatment performance. Upon completing Facility Start-Up and Testing, the District will submit notification of completion of construction to the FDEP. Upon receipt of acceptance from FDEP, raw wastewater will be diverted to the Wastewater Facility, which will then be deemed to have been placed into operation ("**Placed into Operation**"). While the facilities have been placed into operation, actual ownership by the City will not take place until all of the requirements for Final Completion have been satisfied (Section 3.D herein), and the City accepts the Facility in writing (Section 3.E herein).

Prior to the City assuming operational responsibilities of a Facility, the District will submit to the City in writing a proposed Site-Specific Facility Start-Up and Testing Plan, which shall include, as appropriate, detailed provisions for start-up, testing, training protocols, procedures for the delivery, use and disposal of raw water, wastewater, treated water, treated wastewater or other water to be used, processed or produced during the start-up and testing of the Facilities, any action necessary to

activate Facility operations and functions and a tentative schedule for transfer of Facility ownership from the District to the City.

This Plan shall follow the startup and testing procedures required by each manufacturer and as detailed in the approved construction contract specifications. The proposed Site-Specific Facility Start-Up and Testing Plan shall be submitted to the City within one-hundred-twenty (120) days prior to the scheduled date for Substantial Completion. City will review and approve or request modification of the Site-Specific Facility Start-Up and Testing Plan. The City shall provide all comments on each Site-Specific Start-Up and Testing Plan within fourteen (14) business days. City approval of a Site-Specific Start-Up and Testing Plan shall not be unreasonably withheld or delayed.

C. Equipment Start-Up and Testing.

Prior to the City assuming operational responsibility of a Facility for Site Specific Facility Start-Up and Testing, the District shall have successfully performed startup and testing for all equipment and control systems that are necessary for Facility Startup and Testing. All equipment and control systems shall be tested in accordance with the procedures required by each manufacturer and as detailed in the approved construction contract specifications.

1. The District shall conduct equipment start-up and testing at no cost or expense to the City in accordance with the manufacturer's recommendations and contract specifications.
2. The District shall notify the City when each equipment test will occur with a minimum five (5) business days advance notice period required herein. All tests shall be conducted during normal business hours.
3. The District shall permit the City to observe and inspect each test.

SECTION 3. FACILITY START-UP AND TESTING

During Facility Start-up and Testing, operation of a Facility will be the responsibility of the District. The District will be responsible for implementation and management of the Facility Start-Up and Testing program in accordance with the approved Site-Specific Facility Start-up and Testing Plan.

A. Testing Procedures.

1. Once all equipment and systems have been tested individually, the District shall fill all systems except wastewater, scum sludge and other wastewater derived systems with the intended process fluids. Wastewater-



derived process systems shall be filled with water. After filling operations have been completed, the City shall operate all systems under the direction of the District for a continuous period of not less than seven (7) days, simulating actual operating conditions to the greatest extent possible. The District shall install temporary connections, bulkheads and make other provisions to re-circulate process fluids or otherwise simulate anticipated operating conditions. During the operational testing period, the City and the District shall monitor the characteristics of each machine and system and report any unusual conditions.

2. The District shall conduct testing at no cost or expense to the City in accordance with each Facility's approved Site-Specific Facility Start-Up and Testing Plan.

3. The District shall coordinate all Facility Tests with the City operations staff and conduct Facility Test pre-planning meetings with City operations staff prior to conducting tests. All tests shall be conducted during normal business hours. The City shall provide appropriate staff to operate the Facility during all tests.

4. The District shall furnish the City with a Test Report upon completion of each test.

5. Within five (5) business days of its receipt of such Test Report, the City shall advise the District in writing, whether it concurs that the test has been passed. If the City concurs, the District's obligation for testing such Facility shall be deemed satisfied of the date of the District's Test Report.

6. If the City does not concur that the test has been passed, the City shall, within the five (5) business day review period, send written notice to the District of the basis for its decision. In the event of non-concurrence, the parties shall meet within three (3) business days of the City's written notice to attempt to resolve their differences. Failure to resolve their differences within an additional five (5) business days shall entitle either party to invoke the dispute resolution procedures defined herein.

B. Start-Up Procedures.

1. Prerequisites to Start-Up. The City shall not commence Start-Up of any Facility until FDEP has approved the Facility to be Placed into Service, the Facility Testing has been approved by the City and the City has assumed all Facility operational responsibilities, in the Agreement or otherwise required by law; and the City has approved the District's Site-Specific Start-Up and Testing Plan for the Facility.

2. Notice of Start-Up. The District shall endeavor to give the City at least thirty (30) business days prior written notice of the expected date of the initiation of Start-Up and Testing, and in no case shall this be less than twenty (20) business days' notice.

3. Water Facilities. For the purpose of Start-Up and Testing of the Water Facilities, the District shall be allowed to use water from the City's potable water system at a rate equal to the City's bulk rate at the time the testing is performed. The District shall dispose of all water used in the conduct of Start-Up and Testing operations in a lawful manner.

4. Wastewater Facilities.

For the purpose of Start-Up and Testing of the Wastewater Facilities, the District shall be allowed to use water from the City's potable water system at a rate equal to the City's bulk rate at the time the testing is performed. The District shall dispose of all treated wastewater and other wastewater and process water used in start-up and testing operations in a lawful manner.

Prior to commencement of Start-Up, but after the completion of testing, the City shall supply process wastewater (mixed liquor) from the City's Facility to 'seed' the wastewater plant. This seed volume will be dependent on the startup flows for the facility as agreed upon by the City and the District. The District shall pay to transport the mixed liquor from the City's existing plant to the new Facility.

C. Final Completion Process.

Final Completion of a Facility shall be achieved when the following conditions precedent have been satisfied, but in no event shall this period be more than ninety (90) days from Substantial Completion. Should the District fail to meet Final Completion within ninety (90) days from Substantial Completion the District shall pay all costs associated with any correspondence with FDEP including and fines, legal fees, and engineering fees.

1. A Certificate of Occupancy has been issued by the City for the Facility; and

2. The Facility has passed all Testing, which fact has been confirmed in writing by the City; and

3. All construction work (including correction of all items on the Final Punch List) on the Facility is complete, in compliance with this Agreement and has been so certified in writing by the District Engineer and required approvals from other required regulatory agencies have been obtained; and

4. The District Engineer has certified by affidavit that the work associated with the Facility has been constructed in accordance with the Design Criteria Report and the Construction Contract, including any Change Orders thereto; and

5. The District Engineer has certified that all work associated with the Facility complies with the FDEP and all other required construction and operational permits; and

6. The District has delivered to the City all title transfer documents required by the City necessary to vest the City with full, unencumbered fee ownership of the Facility, including, but not limited to, quitclaim deeds, lien waivers, releases, assignments, licenses and other documents to convey title to real, personal and intangible property; and

7. The District has demonstrated through the successful completion of the Facility Start-up and Testing Plan that the work associated with the Facility operates as intended and pursuant to the permits and design specifications; and

8. All approvals and permits necessary and required for the continued routine operation of the Facility have been obtained by the District, are in full force and effect and have been delivered and transferred to the City; and

9. The District shall have delivered to the City a final and complete reproducible set of record documents specified in its Construction Contract (*e.g.*, Record Drawings, Specifications, etc.), together with three paper copies in a size and form required by the City and the Design Criteria Report, and an electronic copy thereof in such format as the City shall specify; and

10. The District shall have delivered to the City, the manufacturers' warranties for the machinery, equipment, fixtures and other components constituting a part of the Facility, together with three hard copies of all related operating manuals provided by the equipment supplier for the Facility, including an electronic copy thereof in such format as the City shall specify; and

11. The District has furnished to the City all other material and documents reasonably required to be delivered to the City in writing prior to Final Completion.

D. City Acceptance of the Facility.

When the District believes that it has achieved Final Completion of each Phase of a Facility, it shall so state in a written notice to the City. The City, within ten (10) business days of its receipt of such notice, shall notify the District in writing whether it concurs that Final Completion has been achieved. If the City concurs, Final Completion of the Facility shall be deemed irrevocably to have been achieved for all purposes as of the date of the District's notice. Within five (5) business days of its concurrence with Final Completion, City shall execute a document confirming its Acceptance and ownership of the Facility, a draft of which shall be included in the title transfer documents provided in the Final Completion process above.

If the City does not concur that Final Completion has been achieved, the City shall immediately send written notice to the District specifying in detail the basis for its disagreement. In the event of non-concurrence, the parties shall promptly meet within five (5) business days to attempt to resolve their differences. Failure to resolve their differences within ten (10) additional business days shall entitle either party to invoke the dispute resolution procedures defined herein.

E. Warranties

Warranties for any Facility shall be governed by Section 5.5 of the Agreement.

F. Dispute Resolution

The Facility will not be determined to meet the Final Completion Requirements until all disputes between the parties related to the Facility are resolved. Any disputes shall be governed by the terms of the Agreement.

**EXHIBIT G**  
**Insurance Requirements**

## EXHIBIT G

### **Insurance Requirements to the 2019 Amended and Restated Utilities Agreement (the "Agreement")**

Notwithstanding anything to the contrary, the insurance requirements for the wastewater treatment plant ("Wastewater Plant") currently being constructed shall be as described in the builder's risk policy with Allianz Global Corporate & Specialty dated March 26, 2018, having Binder Number 158164, and the Construction Agreement between West Villages Construction, LLLP, and Garney Companies, Inc., dated March 9, 2018 (the agreement was subsequently assigned to the District). The insurance requirements described in Exhibit G shall not apply to the Wastewater Plant, but shall apply to all future construction contemplated under the Agreement.

#### SECTION 1. REQUIRED INSURANCE

1.1 The District agrees to cause its contractors, subcontractors, or other third parties to procure and maintain prior to commencement of construction of facilities described in the Agreement and until such construction is complete, the insurance listed below, unless otherwise specified.

A. Comprehensive Commercial General Liability Insurance. Aggregate must apply separately to this Agreement. Minimum \$1,000,000 each occurrence; \$1,000,000 annual aggregate. The commercial general liability shall include contractual liability. Policy limits for commercial general liability and excess liability are to apply solely and specifically to this Agreement. Policies should also include stipulated coverage for fire damage with limits no less than \$100,000 per occurrence.

B. Comprehensive Automobile Insurance. To include all vehicles owned, leased, hired, and non-owned vehicles limits of not less than \$1,000,000 per person; \$1,000,000 per accident; and \$1,000,000 property damage, with contractual liability coverage for all work performed under this Agreement.

C. Workers Compensation and Employers Liability Insurance. Coverage to apply for all employees at the statutory limits provided by state and federal laws. Include proof of current Workers' Compensation Coverage or Workers' Compensation Exemption (notarized affidavit). The policy must include Employers' Liability with a limit of \$100,000 each accident; \$100,000 each employee; and \$500,000 policy limit for disease.

D. Umbrella Excess Liability Insurance. Minimum \$1,000,000 each occurrence; \$3,000,000 annual aggregate. Umbrella coverage shall be no more restrictive than coverage required for the underlying policies.

E. Professional Liability / Errors and Omissions Coverage. Professional Service Providers such as architects, engineers, consultants and planners, etc. shall be required to provide proof of coverage for professional liability/errors and omissions in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate. Coverage shall be extended beyond the policy year term either by a supplemental extended reporting period (ERP) with as great of duration as available, with no less coverage and reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made. The City prefers all professional liability insurance be written on an occurrence form; however, in the event that the professional liability insurance required by the Agreement is written on a claims-made basis, either continuous coverage will be maintained for a period of two (2) years or an extended reporting period (ERP) with tail coverage will be obtained and maintained for a period of two (2) years beginning at the time work under this Agreement is completed. If provided as an option, the District agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.

1.2 No changes are to be made to these specifications without the City Manager or designee's prior written approval. The City Manager or designee may alter the amounts or types of insurance policies required upon agreement with the District.

## SECTION 2. WAIVER OF SUBROGATION

All required insurance policies are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or through other means, must agree to waive all rights of subrogation against the City, its officers, officials, employees, and volunteers, and the City's insurance carriers, for losses paid under the terms of these policies that arise from the contractual relationship or work performed by the District for the City. It is the District's responsibility to ensure that its contractors, subcontractors, or other third parties notify their insurance company of the waiver of subrogation and request written authorization or the proper endorsement. The District's requirement of its contractors, subcontractors, or other third parties to provide evidence of such waiver of subrogation in conjunction with the provision of certificates of insurance prior to commencement of a project shall satisfy such obligation of the District.

## SECTION 3. POLICY FORM

3.1 The policies of insurance must be primary, written on forms acceptable to the City, placed with insurance carriers approved and licensed by the Insurance Department of the State of Florida, and meet a minimum financial AM Best and Company rating of no less than "Excellent." All policies required by this Agreement, with the exception of Professional Liability and Workers Compensation, or unless the City Manager or designee gives specific written

approval, are to be written on an occurrence basis and must name the City of North Port, Florida, its Commissioners, officers, agents, employees, and volunteers as additional insureds as their interest may appear under this Agreement.

3.2 Insurance requirements itemized in this Agreement must be provided by or in behalf of all sub-consultants to cover their operations performed under this Agreement. The District shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to sub-consultants.

3.3 Each insurance policy required by this Agreement shall:

A. Apply separately to each insured against whom a claim is made and suit is brought, except with respect to limits of the insurer's liability.

B. Be endorsed to state that coverage shall not be suspended, voided, or cancelled by either party except after notice is delivered in accordance with the policy provisions. The District is to notify the City via certified mail, return receipt requested.

3.4 **The procuring of required policies of insurance must not be construed to limit the District's liability nor to fulfill the indemnification provisions and requirements of the Agreement. The extent of the District's liability for indemnity of the City shall not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between District and its carrier. Notwithstanding any to the contrary, nothing herein shall be deemed or construed as a waiver or limitation by the District of its sovereign immunity protections and rights under Section 768.28, Florida Statutes.**

3.5 In order to confirm the District is in compliance with the insurance requirements described in this exhibit, the City shall have the right to request and review, at any time, the insurance policies including coverage, form, and amount of insurance.

3.6 The District shall be solely responsible for ensuring payment of all premiums for insurance contributing to the satisfaction of this Exhibit and shall be solely responsible for ensuring the payment of all deductibles and retentions to which such policies are subject, whether or not the City is an insured under the policy. The District's requirement of its contractors, subcontractors, or other third parties to provide certificates of insurance prior to commencement of a project and notification to the District of any modifications and/or lapse in insurance coverages shall satisfy such obligation of the District. The insurance requirements described herein are considered primary for any loss, regardless of any insurance maintained by the City. The District is responsible for all insurance policy premiums, deductibles, self-insured retentions, or any loss or portion of any loss that is not covered by any available insurance policy.



3.7 All certificates of insurance must be on file with and approved by the City. All certificates of insurance required herein must be accompanied by a copy of the additionally insured documents/endorsements (CG 20101185 or combination of CG 2010370704 and CG 20370704). Certificates of insurance evidencing claims-made or occurrences form coverage and conditions to this Agreement, as well as the Agreement number and description of work, are to be furnished to the City as of the effective date of this Agreement and a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. The certificate of insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein.

3.8 Notices of accidents (occurrences) and notices of claims associated with work being performed under this Agreement shall be provided to the City as soon as practicable after notice to the insured.

**EXHIBIT H**  
**District Utilities Master Plan Requirements**

## EXHIBIT H

### **District Utility Master Plan Requirements**

Within six (6) months after the execution of the 2019 Amended and Restated Utilities Agreement, the District shall submit to the City a District Utility Master Plan (“Plan”). The Plan must be updated at least every two (2) years and submitted to the City. The required elements of the Plan are outlined below.

#### SECTION 1. CUSTOMERS

- A. Number and type of ERCs that are anticipated to be connected to the utility system on an annual basis for the next five (5) years, and then in five (5) year increments until development within the District is complete.
- B. Development phasing plan on an annual basis for the next five (5) years, and then in five (5) year increments until the development is complete.

#### SECTION 2. WASTEWATER SYSTEM

- A. Inventory of existing wastewater treatment facilities, and collection and transmission system components installed by the District during the last reporting period.
- B. Projected wastewater flows on an annual basis for the next five (5) years, and then in five (5) year increments until the development is complete.
- C. Schedule and listing of projected system improvements to be installed by the District on an annual basis for the next five (5) years, and then in five (5) year increments until development complete.
- D. Hydraulic model (Info Water) and data in electronic format complete with data for major infrastructure installed and projected to be installed by the District in the next five (5) years. The initial hydraulic model and master plan may be performed using WaterGems software. However, the District is required to submit a base model (system mapping and data only) in InfoWater electronic format with the initial master plan submittal. All subsequent hydraulic model updates shall be performed using InfoWater software, shall incorporate installed infrastructure since the last model, and shall be calibrated to existing conditions at the time of the model update.

#### SECTION 3. WATER SYSTEM

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#### SECTION 3. WATER SYSTEM

- A. Inventory of existing water treatment facilities and transmission and distribution.
- B. Projected potable water demands on an annual basis for the next five (5) years, and then in five (5) year increments until development complete.
- C. Schedule and listing of projected system improvements to be installed by the District on an annual basis for the next five (5) years, and then in five (5) year increments until development complete.
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**EXHIBIT I**  
**Example Closeout Package**

EXHIBIT I

Example Close Out Package

**CITY OF NORTH PORT  
UTILITIES DEPARTMENT**

**DEVELOPMENT CLOSE OUT  
CHECK LIST**

Development: \_\_\_\_\_ Date: \_\_\_\_\_  
Developer: \_\_\_\_\_  
Contractor: \_\_\_\_\_  
Engineer: \_\_\_\_\_

			Exhibit No.
Developer Agreement	Yes	No	_____
Exhibit "A" Easement Document and Survey	Yes	No	_____
Waiver and Release of Lien	Yes	No	_____
Bill of Sale (Include list of materials & cost.)	Yes	No	_____
Contractor's Material, Work Warranty	Yes	No	_____
 <u>PERMITS</u>			
Water Application	Yes	No	_____
Water FDEP Permit	Yes	No	_____
Water FDEP Certificate of Completion	Yes	No	_____
Water Bacterial Test	Yes	No	_____
Water Use Clearance Letter	Yes	No	_____
Wastewater Application	Yes	No	_____
Wastewater FDEP Permit	Yes	No	_____
Wastewater FDEP Certificate of Completion	Yes	No	_____
Wastewater FDEP Clearance Letter	Yes	No	_____
 <u>SYSTEM</u>			
Utilities System Test Form	Yes	No	_____
Sewer Televised Report & Disc	Yes	No	_____
Pump Station Check Out Form	Yes	No	_____
Start Up Test Form	Yes	No	_____
 <u>WARRANTIES</u>			
Pump	Yes	No	_____
Electrical/Instrumental	Yes	No	_____

**OPERATION & MAINTENANCE MANUAL**

**Drawings:**

**(2) Record Drawings with PE signature**

**Yes No**

\_\_\_\_\_

**Auto CAD Plat & Infrastructure Files**

**Yes No**

\_\_\_\_\_