

2024 UTILITIES AGREEMENT – WATER SUPPLY

THIS 2024 UTILITIES AGREEMENT – WATER SUPPLY (this “**Agreement**”) is made and entered into this ___ day of November 2024 (“**Effective Date**”), by and among **WELLEN PARK, LLLP** (f/k/a WEST VILLAGES, LLLP), a Florida limited liability limited partnership (hereinafter “**WP**”), **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. WP 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 the City, this Agreement serves as an interlocal agreement pursuant to Chapter 163, Florida Statutes.

D. The Incorporated Property is subject to the *2019 Amended and Restated Utility Agreement* dated September 10, 2019, recorded in Official Records Instrument # 2019125013, Public Records of Sarasota County, Florida, as amended (the “**2019 Utilities Agreement**”), between the City, the District, and WP.

E. WP, the District, and the City desire to entered into this 2024 Utilities Agreement – Water Supply, to provide additionally potable water for Wellen Park and the District as it relates to water supply.

NOW THEREFORE, for and in consideration of the mutual covenants herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. RECITALS.

The above Recitals are true and correct, form a material part of this Agreement, and are hereby incorporated herein and made a part hereof.

SECTION 2. DEFINITIONS.

The definitions, rates, and charges set forth in Chapter 78 of the Code of the City of North Port, Florida (“**City Code**”) entitled “Utilities,” Appendix A of the City Code, and the 2019 Utilities Agreement, as such documents may be amended or supplemented from time to time (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 “**Local Facilities**” means potable water distribution facilities located within the Incorporated Property and connecting customer installations to the Major Transmission Facilities including fire flow capacity.

2.2 “**Major Transmission Facilities**” means potable watermains and pumping facilities connecting the Local Facilities within the District Villages to the Water Plant and the City’s existing water transmission mains located outside of the District.

2.3 “**Thomas Ranch Intangibles, LLLP**” means that legal entity that is wholly owned by WP and the sole beneficiary and assignee (together with its successors and assigns) of all ERCs available to WV Entities now or in the future under this Agreement.

2.4 “**Point of Service**” means the point where the Peace River/Manasota Beach Water Authority provides the City water.

SECTION 3. Water Supply Provided by the Peace River/Manasota Regional Water Authority (“Authority”).

3.1 The City affirms that it is a party to the Peace River/Manasota Regional Water Authority Master Water Supply Contract and the First and Second Amendment to the Water Supply Contract in which the City has the right and obligation to purchase 2.865 MGD of potable water, average annual daily flow.

3.2 The City affirms that it intends to enter into the pending Third Amendment to the Peace River/Manasota Regional Water Authority Master Water Supply Contract, which obligates the City to purchase an additional 2.0 MGD of potable water, average annual daily flow.

3.3 The City’s acquisition of the additional 2.0 MGD of potable water, average annual daily flow, acquired pursuant to the Third Amendment to the Peace River/Manasota Regional Water Authority Master Water Supply Contract, is for the sole use and benefit of WP and the District. WP, the District, and the City acknowledge that the sale of water ERCs associated with the additional 2.0 MGD of potable water, average daily flow, being acquired pursuant to this Agreement shall be part of the WP and District’s financial plan to repay the Authority the capital investment, financing, and operational costs associated with the additional 2.0 MGD of potable water, average annual daily flow. Thomas Ranch Intangibles, LLLP, or its assigns shall have the sole right, but not the obligation, to assign or sell all ERCs associated with the additional 2.0 MGD of potable water, average daily flow, being acquired pursuant to this Agreement to third parties at the City’s prevailing rates and the City shall accept and recognize the assignment of such ERCs in the same manner as the City would recognize an ERC issued by the City. Thomas Ranch Intangibles, LLLP and its assigns shall have the right to all amounts received from the sale of ERCs pursuant to this Agreement and the City shall not be entitled to any proceeds from such sale. Within 60 days of each payment being due to the Authority, WP and/or the District will submit the amount due to the City; the

City will then submit the payment due to the Authority within 30 days of the City's receipt of payment from WP and/or the District.

3.4 The estimated capital investment for the additional 2.0 MGD of potable water, average annual daily flow, is \$48 million, which along with the anticipated financing and prorated operational costs, shall be the sole responsibility of WP and the District. The City agrees to use any future pro-rata savings that may occur by the Authority's refinancing of bonds directly related to the bonds for the additional water supply for WP and the District be directed to help pay the costs associated with the additional 2.0 MGD of potable water, contemplated by this Agreement.

3.5 The City affirms that it has the necessary Major Transmission Facilities in place to transmit the additional 2.0 MGD from the current point of service to the District at no additional cost to WP or the District.

3.6 WP and the District will provide the City their final financing plan for payment of the capital investment, financing, and prorated operational costs for the additional 2.0 MGD of potable water within 90-days of the Authority providing their final project and costs and financing plan.

3.7 The City affirms that WP and the District shall have no future or ongoing obligation toward the expansion (including planning and design costs) of the existing Water Treatment plant heretofore constructed within the District boundaries, unless the potable water use within the District exceeds 4.952 MGD, average annual daily flow, or as the planning and design for expansion of the Water Plant is otherwise required by the Water Facilities Regulations as defined in the 2019 Utilities Agreement.

SECTION 4. WEST VILLAGES IMPROVEMENT DISTRICT.

4.1 The District was created by Chapter 2004-456, Laws of Florida enacted by the Florida Legislature, as amended by Chapters 2006-355, 2007-307, 2008-284 and 2022-241, 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.

4.2 The parties acknowledge and agree that WP is relying on the District, and the District hereby agrees, to fund the 2.0 MGD additional potable water and prorate operational costs as described in this Agreement. 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.

SECTION 5. ASSIGNMENT.

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.

SECTION 6. EVENT OF DEFAULT.

6.1 Subject to Section 15.3 of the 2019 Utilities Agreement, 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 WP 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; or

E. Failure to timely submit payment as required by this Agreement;

6.2 Notwithstanding anything to the contrary, the events described in Section 6.1 above 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.

6.3 Upon the occurrence of an Event of Default by WP 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 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 WP and the District.

6.4 In those instances under and pursuant to this Agreement, wherein WP 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 WP 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 WP. 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 7. NOTICES.

Except as specified elsewhere in this Agreement, all notices provided for in the Agreement must be in writing and transmitted by FedEx, UPS, or by certified mail, return receipt requested to the following. A party may update its notice information by providing written notice to the other party.

For City of North Port, Florida:
City of North Port, Florida
Attn: City Manager
4970 City Hall Blvd.
North Port, Florida 34286

With a copy to:
City of North Port, Florida
Attn: City Attorney
4970 City Hall Blvd.
North Port, Florida 34286

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

For WP:
Wellen Park, LLLP
Attn: Rick Severance
19503 South West Villages Parkway, #14
Venice, Florida 34293
Telephone: (941) 999-4822

With a copy to:
Wellen Park, LLLP
Attn: Nicole Marginian Swartz
4901 Vineland Road, Suite 450
Orlando, Florida 32811

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:
Kutak Rock LLP
107 West College Avenue
Tallahassee, FL 32301
Attn: District Counsel

SECTION 8. GENERAL.

8.1 Authority to Execute Agreement. The signature by any person to this Agreement shall be deemed a personal warranty that the person 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.

8.2 Binding Effect/Counterparts. By the signatures affixed hereto, the parties intend to be bound by the terms and conditions hereof. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, successors and assigns. It may be signed in counterparts.

8.3 Headings. The descriptive titles appearing in each respective paragraph are for convenience only and are not a part of this Agreement and do not affect its construction.

8.4 Entire Agreement. This Agreement incorporates and includes all prior negotiations, correspondence, agreements, or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. This Agreement supersedes all other agreements between the parties, whether oral or written, with respect to the subject matter contained herein.

8.5 Amendment. No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by all parties and incorporated into this Agreement. Any amendments changing the City's financial obligations under this Agreement shall require approval by the City Commission. The City Commission hereby authorizes the City Manager or City Manager's authorized designee to approve and execute all Agreement amendments on behalf of City that do not change the City's financial obligations under this Agreement.

8.6 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 the rights, obligations, and remedies of the Parties under this Agreement. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida and the United States District Court for the Middle District of Florida .

8.7 Attorney's Fees. In the event that the City, the District, or WP 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 attorneys' fees.

8.8 Severability. In the event any court shall hold any provision of this Agreement illegal, invalid, or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by a party of any breach of any provision, term, condition or covenant shall not be construed as a waiver of a subsequent breach by the other party.

8.9 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, WP, 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.

8.10 No Agency. Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the Parties, it being understood and agreed that no provision contained herein, or any acts of the Parties shall be deemed to create any relationship between them other than that as detailed herein.

8.11 Non-Discrimination. The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services. WP and the District shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

8.12 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 WP.

SECTION 9. INDEMNIFICATION.

9.1 WP agrees to assume all liability for, and releases and agrees to indemnify, defend, protect, and hold harmless the City, its Commissioners, the District, and their respective officers, agents, and employees, from all liabilities, fines, claims, assessments, suits, judgements, damages, losses, costs and expenses, including consequential, special, indirect, and punitive damages, (including but not limited to reasonable attorneys’ fees and court costs, whether such fees and costs are incurred in negotiations, at the trial level or on appeal, or in the collection of attorneys’ fees), arising out of any breach of contract, negligence, recklessness or intentional misconduct of WP, or its officers, employees, agents, or other persons employed or utilized by WP in the performance of, or failure to perform, this Agreement.

9.2 To the extent permitted by law, but without waiving any sovereign immunity protection or other limits on liability afforded to the District by law, the District agrees to assume all liability for, and releases and agrees to indemnify, defend, protect, and hold harmless the City, its Commissioners, WP, and their respective officers, agents, and employees, from all liabilities, fines, claims, assessments, suits, judgements, damages, losses, costs and expenses, including consequential, special, indirect, and punitive damages, (including but not limited to reasonable attorneys’ fees and court costs, whether such fees and costs are incurred in negotiations, at the trial level or on appeal, or in the collection of attorneys’ fees), arising out of any breach of contract, negligence, recklessness or intentional misconduct of the District, or its officers, employees, agents, or other persons employed or utilized by the District in the performance of, or failure to perform, this Agreement.

9.3 To the extent permitted by law, but without waiving any sovereign immunity protection or other limits on liability afforded to the City by law, the City agrees to assume all liability for, and releases and agrees to indemnify, defend, protect, and hold harmless the District, WP, and their respective officers, agents, and employees, from all liabilities, fines, claims, assessments, suits, judgements, damages, losses, costs and expenses, including consequential, special, indirect, and punitive damages, (including but not limited to reasonable attorneys’ fees and court costs, whether such fees and costs are incurred in negotiations, at the trial level or on appeal, or in the collection of attorneys’ fees), arising out of any breach of contract, negligence, recklessness or intentional misconduct of the City, its Commissioners, or its officers, employees, agents, or other persons employed or utilized by the City in the performance of, or failure to perform, this Agreement.

9.4 Nothing in this Agreement shall be deemed as a waiver of the City’s or District’s sovereign immunity or the City’s or District’s limits of liability as set forth in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 10. FORCE MAJEURE.

Should performance of any obligation (other than payment obligations) created under this Agreement become illegal or impossible by reason of:

- A. A strike or work stoppage, unless caused by a negligent act or omission of any Party;
- B. An act of God, tornado, hurricane, flood, sinkhole, fire, explosion, landslide, earthquake,

epidemic, pandemic, quarantine, pestilence, or extremely abnormal and excessively inclement weather;

C. An act of a public enemy, act of war, terrorism, effect of nuclear radiation, blockage, insurrection, riot, civil disturbance, state of martial law, or national or international calamity;

D. A declared emergency of the federal, state, or local government; or

E. Any other cause not enumerated that is beyond the reasonable control of the non-performing party;

then the performance of any such obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided the affected Party provides reasonable notice of the event of force majeure and exercises all reasonable diligence to eliminate the cause of force majeure.

SECTION 11. COVENANT NOT TO ENGAGE IN UTILITIES BUSINESS.

For so long as the City is providing such services sufficient to meet all the water demands within the Incorporated Property, WP and the District, as a further consideration for this Agreement, agree not to engage in the business of providing potable water (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 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 (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. WP 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 service as required by this Agreement, the District, WP, their successors or assigns, may request the City to permit any third party or parties to provide potable water services to the Incorporated Property.

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)

Approved by the City Commission of the City of North Port, Florida on _____, 2024.

THE CITY OF NORTH PORT, FLORIDA

By: _____

Mayor

ATTEST

Heather Faust, MMC
City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Michael Golen, CPM
Interim City Attorney

Executed by **WELLEN PARK, LLLP** this ____ day of _____, 2024.

WELLEN PARK, LLLP

By: _____
Its: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____ 2024, by _____ (name), as _____ (title) for _____ (entity).

Notary Public

___ Personally Known OR ___ Produced Identification
Type of Identification Produced _____

Executed by the **WEST VILLAGES IMPROVEMENT DISTRICT** this ____ day of _____, 2024.

ATTEST:

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

By: _____
Secretary

By: _____
Its: _____

(District Seal)

STATE OF _____
COUNTY OF _____

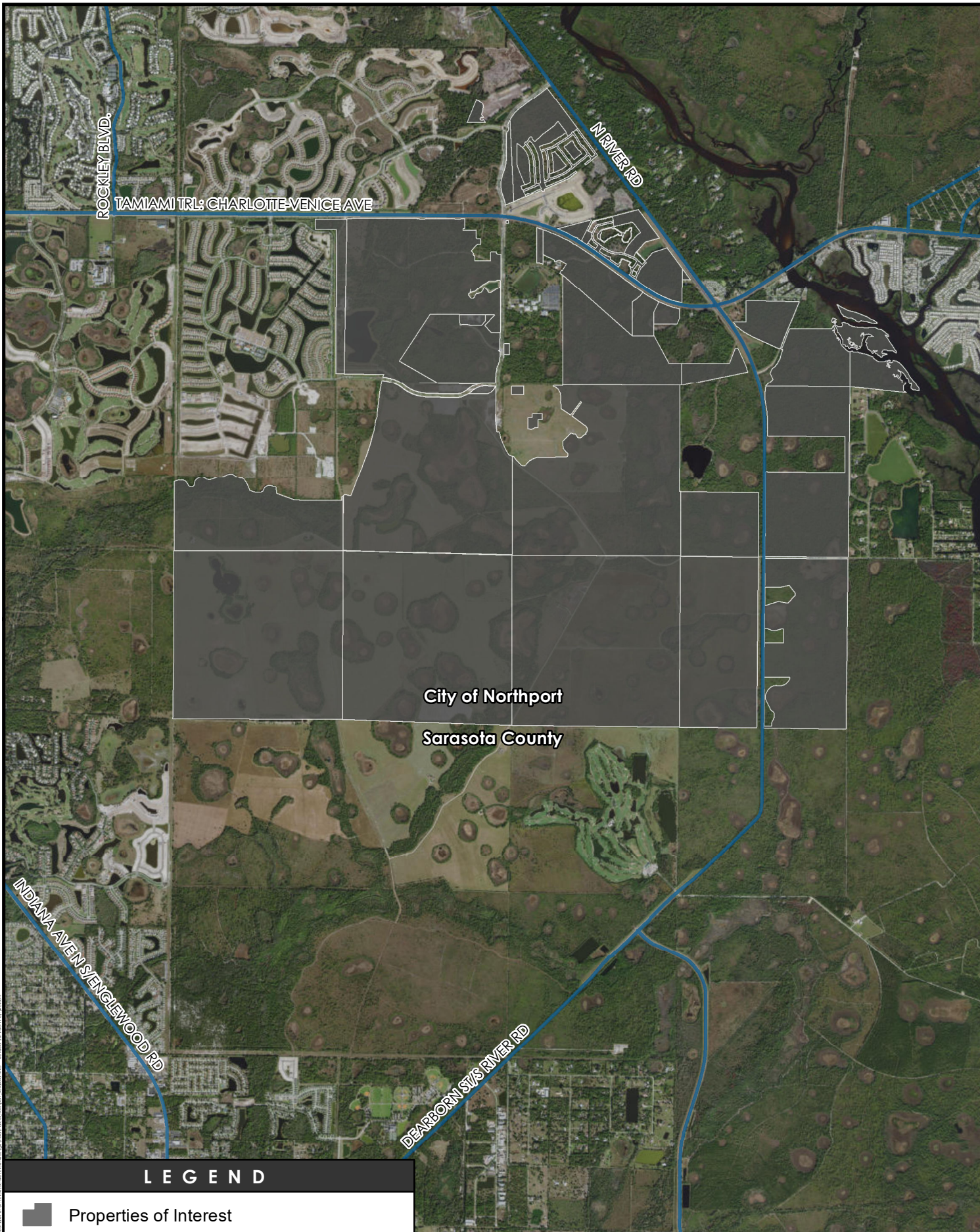
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____ 2024, by _____ (name), as _____ (title) for _____ (entity).

Notary Public

___ Personally Known OR ___ Produced Identification
Type of Identification Produced _____

EXHIBIT LIST

- | | |
|-----------|--|
| EXHIBIT A | Incorporated Property |
| EXHIBIT B | Total Property |
| EXHIBIT C | District Boundaries |
| EXHIBIT D | Peace River/Manasota Regional Water Authority Master Water Supply Contract |
| EXHIBIT E | Peace River/Manasota Regional Water Authority Master Water Supply Contract –
Amendment No. 1. |
| EXHIBIT F | Peace River/Manasota Regional Water Authority Master Water Supply Contract –
Amendment No. 2. |
| EXHIBIT G | Peace River/Manasota Regional Water Authority Master Water Supply Contract –
Amendment No. 3 |



City of Northport

Sarasota County

LEGEND

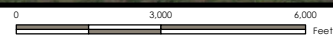
 Properties of Interest

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 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 HARN Florida West FUS
 2. Source data: 2018 Florida Department of Revenue 1PP
 3. Imagery: ESRI BaseMap Imagery

West Villages
 Parcels of Interest Within The City of Northport
 June 2019

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



Prepared by: J.W. 06/11/19
 Technical Review by: J.M. 06/11/19
 Independent Review by: M.S. 06/11/19

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

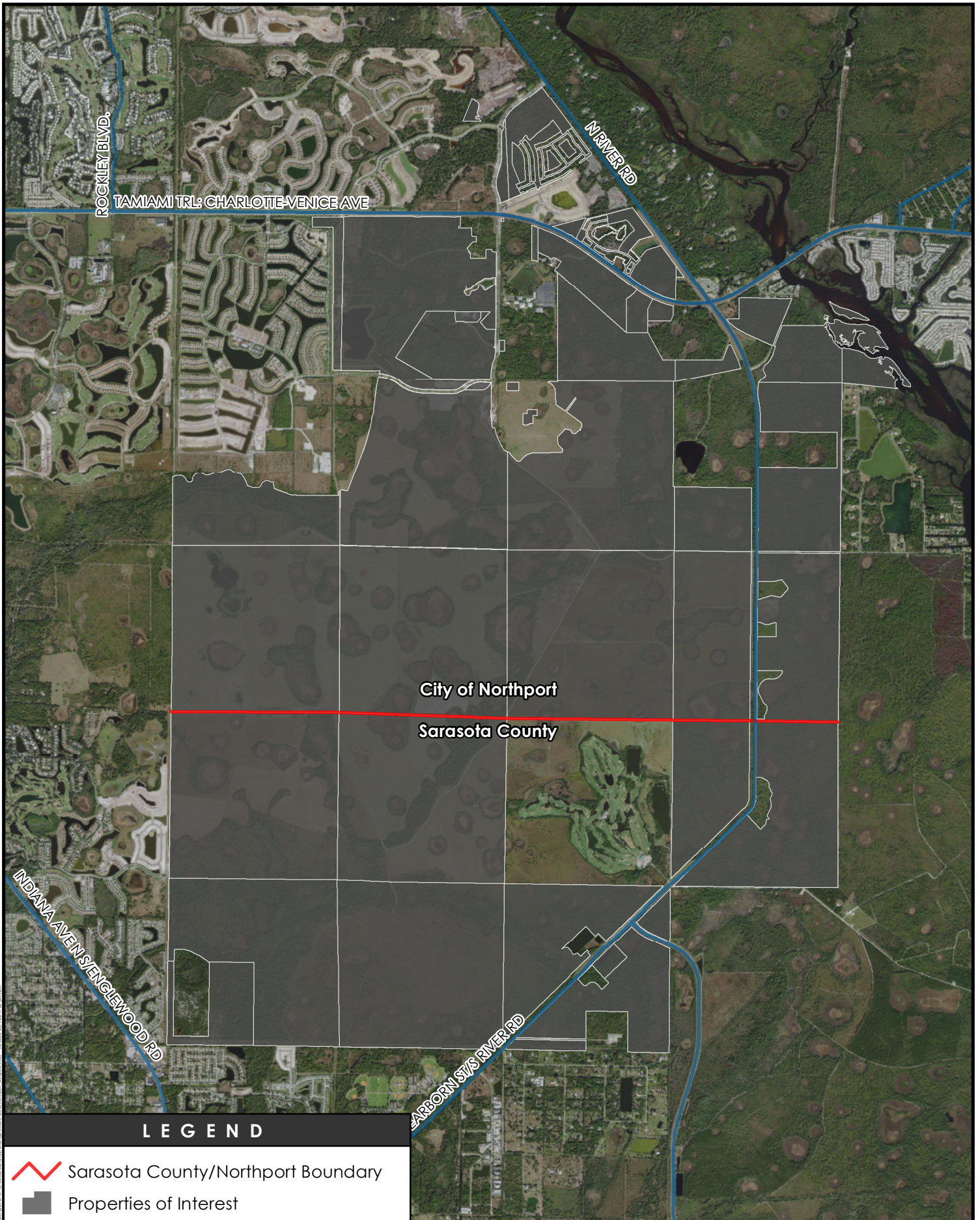
That part of Sections 32 and 33, Township 39 South, Range 20 East, Sarasota County, Florida, conveyed to West Villages Improvement District, an independent district of the State of Florida, by instrument recorded in the Official Records as Instrument No. 2016054286, as corrected by instrument recorded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



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City of Northport

Sarasota County

LEGEND

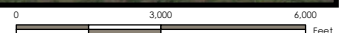
-  Sarasota County/Northport Boundary
-  Properties of Interest

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 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 HARN Florida West FUS
 2. Source data: 2018 Florida Department of Revenue 1PP
 3. Imagery: ESRI BaseMap Imagery

West Villages
 Parcels of Interest Within Sarasota County
 June 2019

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



Prepared by: J.W. 06/11/19
 Technical Review by: J.M. 06/11/19
 Independent Review by: M.S. 06/11/19

EXHIBIT B
TOTAL 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

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 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

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:

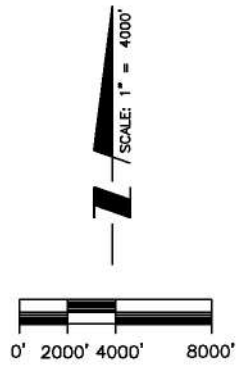
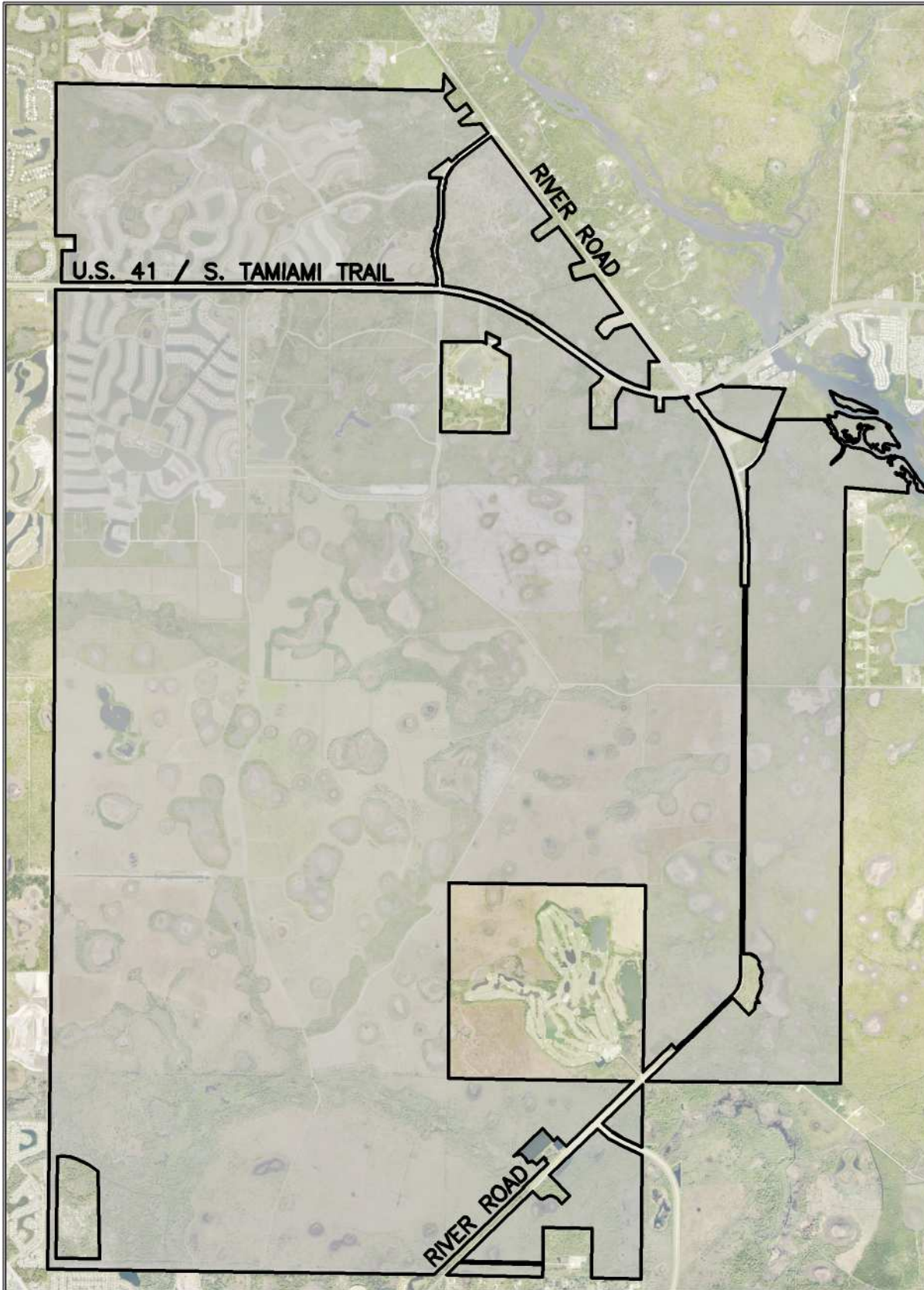
Commence at the Northeast corner of said Section 32; thence S.00°30'25"W. along the Easterly line of the Northeast 1/4 of said section a distance of 2659.00 feet to the Southeast corner of said Northeast 1/4; thence N.89°29'37"W., a distance of 410.05 feet; thence S.00°30'25"W., parallel with the West 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 $14^{\circ}28'16''$, a chord bearing of $N.72^{\circ}08'43''W.$ 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 $S.28^{\circ}04'55''W.$, 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 $29^{\circ}49'56''$, a chord bearing of $N.50^{\circ}30'57''E.$ 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 $N.35^{\circ}35'59''E.$, a distance of 161.97 feet to a point on said southerly right of way line of U.S. Highway No. 41; thence $S.54^{\circ}24'01''E.$, 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 $10^{\circ}30'33''$, a chord bearing of $S.59^{\circ}39'18''E.$ 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.

4819750.v1



LEGEND:
 WEST VILLAGES BOUNDARY

PROJECT: WEST VILLAGES IMPROVEMENT DISTRICT BOUNDARY

CLIENT: WEST VILLAGES IMPROVEMENT DISTRICT



Stantec

6900 Professional Parkway East, Sarasota, FL 34240-8414
 Phone 941-907-6900 • Fax 941-907-6910
 Certificate of Authorization #27013 • www.stantec.com

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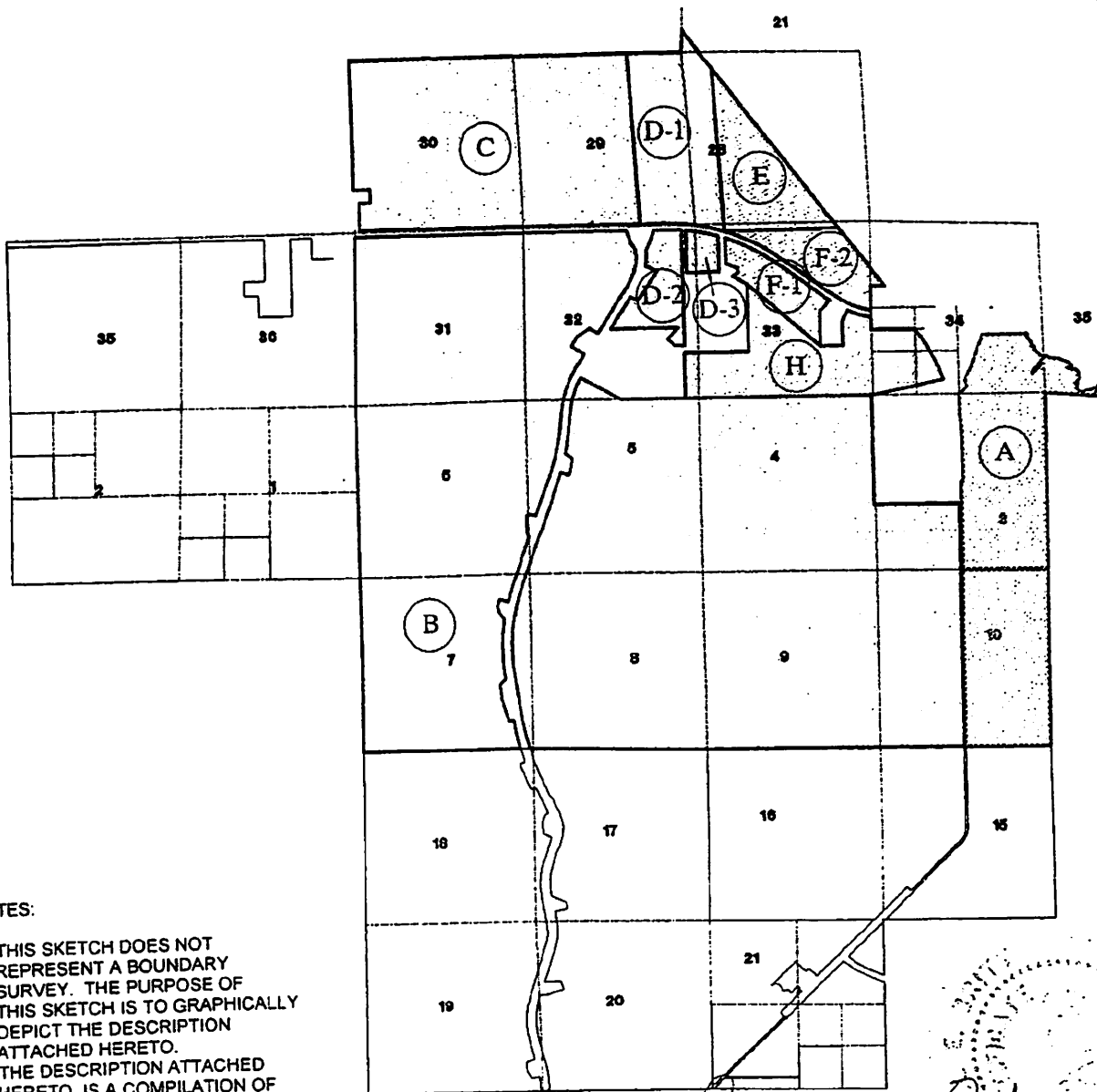
SCALE:	1" = 4000'	DATE:	03/09/16
SEC:	TWP: 28,33,34 39S	RGE:	20E
PROJECT NO.	215612617	INDEX NO.	215612793-03C-807EX
DRWN BY/EMP NO.	DNS/103302	SHEET NO.	7 OF 7

EXHIBIT C

WVID District Boundaries

WEST VILLAGES IMPROVEMENT DISTRICT UNIT 1 BOUNDARY KEY MAP

SCALE: 1" = 5000'




NOTES:

1. THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY. THE PURPOSE OF THIS SKETCH IS TO GRAPHICALLY DEPICT THE DESCRIPTION ATTACHED HERETO.
2. THE DESCRIPTION ATTACHED HERETO, IS A COMPILATION OF DESCRIPTIONS PREVIOUSLY PREPARED FOR ANNEXATION PARCELS.


Randall E. Britt
 RANDALL E. BRITT, PROFESSIONAL LAND SURVEYOR
 FLORIDA CERTIFICATE NO. 3979

PREPARED FOR: WEST VILLAGES IMPROVEMENT DISTRICT
DATE OF SKETCH: <u>NOVEMBER 21, 2005</u>
JOB NUMBER: <u>05-11-61</u>



BRITT SURVEYING, INC.

LAND SURVEYORS AND MAPPERS
 CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
 606 Cypress Avenue Venice Florida 34285
 Telephone (941) 493-1396 Fax (941) 484-5766
 Email: bs@brittsurveying.com

DESCRIPTION: WEST VILLAGES IMPROVEMENT DISTRICT UNIT 1 BOUNDARY

PARCEL "A"

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

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 #777).

All of Section 35 lying West of the Myakka River.

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

All of Section 3, lying easterly of the maintained right of way line of County Road No. 777 (South River Road), 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);

All of Section 10, lying easterly of the maintained right of way line of County Road No. 777 (South River Road).

ALSO;

PARCEL "B"

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

All of Section 31, less and except the following:
Right-of-way of U. S. Highway # 41 (State Road # 45).

That portion of Section 32 lying West of Right-of-way for Pine Street Extension as recorded in Official Records Book 2536, Pages 811-974 of the Public Records of Sarasota County, Florida, and lying South of Right-of-way of U.S. Highway #41 (State Road #45); Also that portion of Section 32 described as follows:

Commence at a 4" concrete monument (LS #1303) found marking the Southeast corner of Section 32, Township 39 South, Range 20 East, Sarasota County, Florida; thence N.89°05'06"W., along the

South line of said Section 32 as monumented, a distance of 2354.83 feet to an Iron Rod & Cap LB # 043 found for a POINT OF BEGINNING; thence continue along said South line of Section 32 as monumented, N.89°06'30"W., a distance of 1518.80 feet to the easterly Right-of-way line of Pine Street Extension as recorded in Official Records Book 2536, Pages 811-974 of the Public Records of Sarasota County, Florida, same being a curve to the right, having: a radius of 2734.79 feet, a central angle of 15°34'00", a chord bearing of N.20°00'32"E., and a chord length of 740.73 feet; thence northeasterly along said easterly Right-of-way line of Pine Street Extension, along the arc of said curve, an arc length of 743.01 feet to an Iron Rod & Cap LB #043 found marking the southerly line of lands described in Official Records Book 2785, Page 634, Public Records of Sarasota County, Florida; thence S.60°12'45"E., along said southerly line of lands described in Official Records Book 2785, Page 634, a distance of 1429.96 feet to the POINT OF BEGINNING.

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

That portion of Section 3, lying westerly of the maintained Right-of-way line of County Road #777 (South River Road), less and except the following:

That portion conveyed in Official Record Instrument No. 2000002794 of the Public Records of Sarasota County, Florida, (River Road Office Park, Inc.);

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.

That portion of Section 10, lying westerly of the maintained right-of-way for County Road # 777 (South River Road)

ALSO;

PARCEL "C"

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

All of Section 29, less and except the following:

The Easterly 1670.80 feet thereof as measured perpendicular to the East line of said Section 29; Right-of-way for U.S. Highway #41 (State Road #45).

All of Section 30, less and except the following:

Right-of-way for U.S. Highway #41 (State Road #45);

That portion conveyed to Florida Power and Light Company consisting of approximately 4.66 acres in the SW1/4 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 #41.

ALSO;

PARCEL D-1

A Parcel of Land lying in Sections 21, 28, 29, 32 and 33, Township 39 South, Range 20 East, Sarasota County, Florida, being more particularly described as follows:

BEGIN at the Northeast Corner of Section 29, Township 39 South, Range 20 East, Sarasota County, Florida; thence N.03°31'33"E., a distance of 648.44 feet to a point on the Southwesterly Right of Way Line of West River Road, (County Road #777) per Florida Department of Transportation Right of Way Map, Section 17502- 2902, Road Plat Book 2, Page 44; thence along said Southwesterly Right of Way Line of West River Road the following Five (5) courses and distances: (1) S.33°54'28"E., a distance of 130.46 feet; (2) thence S.36°46'13"E., a distance of 100.00 feet; (3) thence S.39°37'57"E., a distance of 200.25 feet; (4) thence S.36°46'13"E., a distance of 392.99 feet; (5) thence S.36°46'13"E., a distance of 625.17 feet to a point on the Easterly line of the Westerly 883.58 feet of Section 28, Township 39 South, Range 20 East, Sarasota County, Florida; thence S.02°48'38"E., along the Easterly Line of the Westerly 883.58 feet of said Section 29, and its southerly extension, a distance of 5003.37 feet to a point on the Northerly 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 5791.58 feet, a central angle of 18°04'29", a chord bearing of N.80°36'08"W., and a chord length of 1819.46 feet; thence along the arc of said curve an arc length of 1827.03 feet to the end of said curve; thence continue along said Northerly Right of Way Line of U.S. Highway No. 41 following four (4) courses and distances: (1) N.67°02'13"W., a distance of 40.90 feet; (2) thence N.89°30'05"W., a distance of 50.02 feet; (3) thence S.72°44'31"W., a distance of 52.35 feet; (4) thence N.89°38'31"W., a distance of 639.57 feet to a

point on the Westerly Line of the Easterly 1670.80 feet of Section 29, Township 39 South, Range 20 East, Sarasota County, Florida; thence N.02°48'38"W., along the Westerly Line of the Easterly 1670.80 feet of said Section 29, a distance of 5223.69 feet to a point on the North Line of said Section 29, Township 39 South, Range 20 East; thence S.89°37'21"E., along said North Line of Section 29, a distance of 1673.39 feet to the POINT OF BEGINNING.

ALSO;

PARCEL D-2

A Parcel of Land lying in Section 32, Township 39 South, Range 20 East, Sarasota County, Florida, being more particularly described as follows:

COMMENCE at the Northeast Corner of Section 32, Township 39 South, Range 20 East, Sarasota County Florida; thence S.00°30'20"W. along the East Line of said Section 32 a distance of 200.54 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 left having a radius of 5603.58 feet, a central angle of 04°13'27", a chord bearing of N.82°31'13"W., and a chord length of 413.04 feet; thence along the arc of said curve and said Southerly Right of Way of U.S. No. 41, an arc length of 413.13 feet to the POINT OF BEGINNING, same being a point on the West Line of a 120 foot wide perpetual Non-Exclusive easement as recorded in Official Records Book 2785, Page 641, per Public Records of Sarasota County Florida; thence S.00°30'25"W., along said West Line of said 120 foot wide perpetual Non-Exclusive easement, a distance of 3533.90 feet to a point on the Northerly Line of Lands described in Official Records Book 2785, Page 634; thence along said Northerly Line the following four (4) courses and distances: (1) N.89°29'35"W., a distance of 290.64 feet; (2) thence N.44°41'43"W., a distance of 293.63 feet; (3) thence N.43°18'10"E., a distance of 463.97 feet; (4) thence N.89°29'35"W., a distance of 2052.16 feet to a point on the Easterly Line of Pine Street, (Not Open) as shown on the Sarasota County Right of Way Map, prepared by Harry W. Marlow, P.L.S; thence Northerly along the Easterly Line of said Pine Street the following eight (8) courses and distances: (1) N.33°51'40"E a distance of 1151.27 feet; (2) thence S.61°33'22"E., a distance of 233.04 feet; (3) thence N.35°54'33"E., a distance of 1060.63 feet; (4) thence N.64°10'57"W., a distance of 392.56 feet to the point of curvature of a curve to the left having a radius of 2069.86 feet, a central angle of 12°00'14", a chord bearing of N.06°00'06"E., and a chord length of 432.86 feet; (5) thence along the arc of said curve an arc length of 433.65 feet to the end of said curve; (6) thence N.00°00'00"E., a distance of 65.87 feet; (7) thence N.26°09'49"E., a distance of 306.39 feet; (8) thence N.17°29'15"E., a distance of 342.67 feet to a point on the Southerly Right of Way of said U.S. Highway No.41; thence S.89°41'04"E., along said Southerly Right of way a distance of 843.04 feet to the point of curvature of a curve to the right having a radius of 5603.58 feet, a central angle of 00°12'52", a chord bearing of S.84°44'23"E., and a chord length of 20.96 feet; thence along the arc of said curve an arc length of 20.96 feet to the POINT OF BEGINNING.

ALSO;

PARCEL D-3

A Parcel of Land lying in Sections 32 and 33, Township 39 South, Range 20 East, Sarasota County, Florida, being more particularly described as follows:

COMMENCE at the Northeast Corner of Section 32, Township 39 South, Range 20 East, Sarasota County Florida; thence S.00°30'20"W., along the East Line of said Section 32, a distance of 200.54 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 left having a radius of 5603.58 feet, a central angle of 02°59'30", a chord bearing of N.81°54'15"W., and a chord length of 292.55 feet; thence along the arc of said curve and the Southerly Right of Way of said U.S. Highway No. 41, an arc length of 292.59 feet to the POINT OF BEGINNING, same being a point on the East Line of a 120 foot wide perpetual Non-Exclusive easement as recorded in Official Records Book 2785, Page 641, per Public Records of Sarasota County Florida; thence S.00°30'25"W., along the East Line of said 120 foot wide perpetual Non-Exclusive easement, a distance of 1315.78 feet to a point on the Northerly Line of Lands of Manatee Community College described in Official Records Book 1571, Page 2172, per Public Records of Sarasota County, Florida; thence S.89°29'35"E., along said Northerly Line of Manatee Community College a distance of 999.96 feet to a point on the West 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 per Public Records of Sarasota County, Florida; thence N.00°30'25"E., along the West Line of said 200 foot Wide Access Easement, a distance of 1109.46 feet to a point on said Southerly Right of Way of U.S. Highway No.41, same being a point on a curve to the left having a radius of 5597.58 feet, a central angle of 04°30'38", a chord bearing of N.75°11'44"W., and a chord length of 440.55 feet; thence along the arc of said curve and said Southerly Right of Way an arc length of 440.66 feet to the end of said curve; thence N.12°32'57"E., a distance of 6.00 feet to the point of curvature of a curve to the left having a radius of 5603.58 feet, a central angle of 05°56'57", a chord bearing of N.80°25'31"W., and a chord length of 581.58 feet; thence along the arc of said curve an arc length of 581.84 feet to the POINT OF BEGINNING.

ALSO;

PARCEL "E"

A Parcel of Land lying in Sections 28 and 33, Township 39 South, Range 20 East, Sarasota County, Florida, being more particularly described as follows:

COMMENCE at the Southwest Corner of Section 28, Township 39 South, Range 20 East; thence S.89°44'12"E., along the South Line of said Section 28, a distance of 884.85 feet to the POINT OF BEGINNING, same being a point on the Easterly Line of the Westerly 883.58 feet of Section 28, Township 39 South, Range 20 East; thence S.02°48'38"E., along said Easterly Line of the Westerly 883.58 feet, a distance of 227.61 feet to a point on the Northerly 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; thence EAST, a distance of 3489.12 feet to a point on the Westerly

Right of Way Line of West River Road, (County Road #777) per Florida Department of Transportation Right of Way Map, Section 17502-2902, Road Plat Book 2, Page 44; thence N.36°46'13"W., along said Westerly Right of Way Line of West River Road, a distance of 6238.56 feet; to a point on the Easterly Line of the Westerly 883.58 feet of Section 28; thence S.02°48'38"E., along said Easterly Line of the Westerly 883.58 feet of Section 28, a distance of 4775.76 feet to the POINT OF BEGINNING.

ALSO;

PARCEL F-1

A Parcel of Land lying in Section 33, Township 39 South, Range 20 East, Sarasota County, Florida, being more particularly 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 #1998166153, per Public Records of Sarasota County, Florida; thence along the Westerly line of said Lands described in Official Records Instrument #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 described in Official Records Book 2389, Page 529, 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, (State Road No. 45), 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 a point on 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 to the end of said curve; (3) thence N.23°06'16"E., a distance of 10.00 feet to a point on 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 to the end of said curve; (5) thence S.31°08'57"W., a distance of 10.00 feet to a point on 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 to the end of said curve; (7) thence N.32°24'25"E., a distance of 10.00 feet to a point on 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; (9) thence 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.

ALSO;

PARCEL F-2

A Parcel of Land lying in Sections 33 and 34, Township 39 South, Range 20 East, Sarasota County, Florida, being more particularly described as follows:

BEGIN 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 81.44 feet to a point on the Northerly 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 2807.73 feet, a central angle of 24°13'02", a chord bearing of N.66°29'02"W., and a chord length of 1177.92 feet; thence along the arc of said curve and said Northerly Right of Way Line of U.S. Highway No.41, an arc length of 1186.74 feet to the point of tangency of said curve; thence continue along said Northerly Right of Way Line of U.S. Highway No. 41, the following Ten (10) courses and distances: (1) N.54°22'31"W., a distance of 2172.53 feet to the point of curvature of a curve to the left having a radius of 5791.58 feet, a central angle of 03°43'16", a chord bearing of N.56°14'10"W., and a chord length of 376.08 feet; (2) thence along the arc of said curve an arc length of 376.14 feet to the end of said curve; (3) thence N.31°53'06"E., a distance of 16.00 feet to a point on a curve to the left having a radius of 5807.58 feet, a central angle of 00°30'09", a chord bearing of N.58°20'53"W., and a chord length of 50.95 feet; (4) thence along the arc of said curve an arc length of 50.95 feet to the end of said curve; (5) thence S.31°21'44"W., a distance of 16.00 feet to a point on a curve to the left having a radius of 5791.58 feet, a central angle of 08°17'48", a chord bearing of N.62°44'51"W., and a chord length of 837.92 feet; (6) thence along the arc of said curve an arc length of 838.65 feet to the end of said curve; (7) thence N.23°06'15"E., a distance of 16.00 feet to a point on a curve to the left having a radius of 5807.58 feet, a central angle of 00°45'12", a chord bearing of N.67°16'21"W., and a chord length of 76.37 feet; (8) thence along the arc of said curve an arc length of 76.37 feet to the end of said curve; (9) thence S.22°21'03"W., a distance of 16.00 feet to a

point on a curve to the left having a radius of 5791.58 feet, a central angle of $03^{\circ}54'56''$, a chord bearing of $N.69^{\circ}36'26''W.$, and a chord length of 395.72 feet; (10) thence along the arc of said curve an arc length of 395.79 feet to the end of said curve; thence $N.90^{\circ}00'00''E.$, leaving said Northerly Right of Way Line of U.S. Highway No.41, a distance of 3489.12 feet to a point on the Southwesterly Right of Way Line of West River Road (County Road #777), per Florida Department of Transportation Right of Way Map, Section 17502-2902, Plat Book 2, Page 44; thence $S.36^{\circ}46'13''E.$, along the Southeasterly Right of Way Line of said River Road, a distance of 2225.56 feet; thence $N.89^{\circ}48'07''W.$, leaving said Southerly Right of Way Line, a distance of 421.78 feet to a point on the East Line of Section 33, Township 39 South, Range 20 East, Sarasota County, Florida; thence $S.00^{\circ}58'25''W.$, along the East Line of said Section 33, a distance of 659.46 feet to the POINT OF BEGINNING.

AND ALSO;

PARCEL "H"

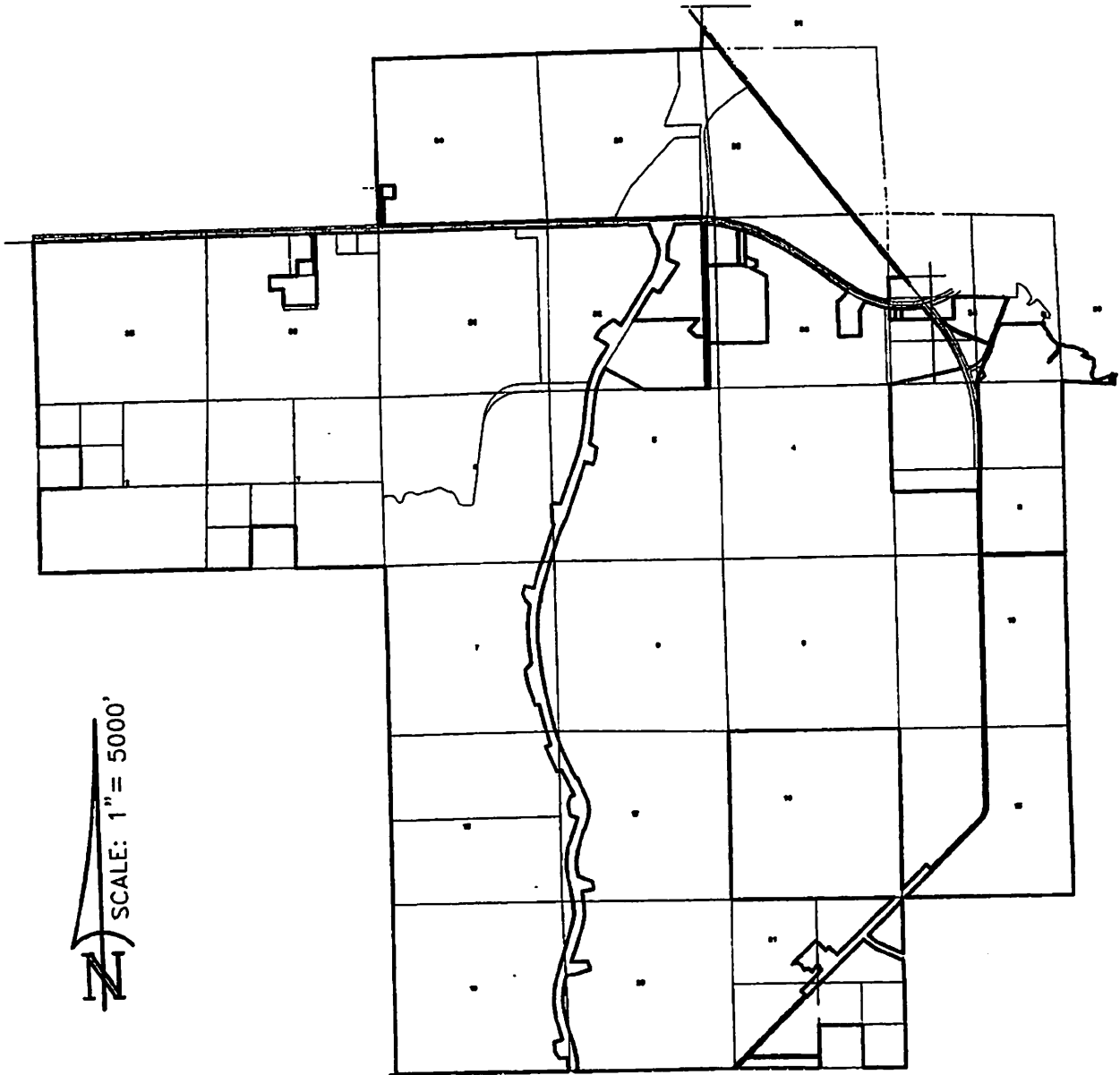
A portion of Sections 32, 33 and 34, Township 39 South, Range 20 East, Sarasota County, Florida, being more particularly described as follows:

BEGIN at the Southeast corner of Section 32, Township 39 South, Range 20 East; thence $N.89^{\circ}04'43''W.$, 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 $N.00^{\circ}30'25''E.$, 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) $S.89^{\circ}29'35''E.$, a distance of 1960.21 feet; (2) thence $N.00^{\circ}30'25''E.$, a distance of 2062.70 feet to the Northeast corner of said lands; thence $S.48^{\circ}24'50''E.$, 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) $S.89^{\circ}58'33''E.$, a distance 676.50 feet; (2) thence $N.00^{\circ}01'27''E.$, a distance of 752.33 feet; (3) thence $N.28^{\circ}06'22''E.$, 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 $14^{\circ}28'18''$, a chord bearing of $S.72^{\circ}07'12''E.$ 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 $S.00^{\circ}16'02''W.$, along the West line of said Section 34, and leaving said southerly right of way line, a distance of 379.82 feet; thence $S.89^{\circ}37'27''E.$, 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) $S.00^{\circ}07'30''W.$, a distance of 5.48 feet; (2) thence $S.89^{\circ}23'52''E.$, a distance of 9.74 feet; (3) thence $S.36^{\circ}39'07''E.$, 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 $02^{\circ}00'54''$, a chord bearing of $S.35^{\circ}38'40''E.$ 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 $N.55^{\circ}21'47''E.$, 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 $15^{\circ}31'30''$, a chord bearing of $S.26^{\circ}52'28''E.$ 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 $S.78^{\circ}41'04''W.$, 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 $N.89^{\circ}39'52''W.$, along the South line of said Section 33, a distance of 5318.90 feet to the POINT OF BEGINNING.

Overall Parcel contains 8193.748 acres, more or less.

Sketch showing lands in Section 34, Township 39 South, Range 20 East;
and Sections 15, 17, 18, 19, 20, and 21, Township 40 South, Range 20 East,
Sarasota County, Florida.



WEST VILLAGES IMPROVEMENT DISTRICT EXPANSION AREA

PREPARED FOR:
WEST VILLAGES IMPROVEMENT DISTRICT

DATE: OCTOBER 7, 2005
JOB NUMBER: 05-02-30



BRITT SURVEYING, INC.

LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638
606 Cypress Avenue Venice Florida 34285
Telephone: (941) 493-1396 Fax: (941) 484-5766
Email: bsi@brittsurveying.com

DESCRIPTION:

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

All that part of Section 32, described as follows:

Commence at the Northeast corner of said Section 32; thence S.00°30'23"W., along the easterly line of the Northeast 1/4 of said Section 32, a distance of 2658.68 feet to the southeast corner of said Northeast 1/4; thence N.89°23'27"W. a distance of 290.00 feet to the POINT OF BEGINNING; thence N.00°30'23"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.06°30'20"W., a radial distance of 5603.58 feet; thence along the arc in a westerly direction, passing through a central angle of 01°13'57", a distance of 120.53 feet; thence S.00°30'23"W., a distance of 5165.77 feet; thence S.89°05'08"E., a distance of 120.00 feet; thence N.00°30'23"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 1/4 of the Northwest 1/4 of the Southwest 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 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 South 472.14 feet; thence S.89°58'00"E 659.8 feet; thence N.00°00'20"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.89°58'00"E. a distance of 190.40 feet to the Point of Beginning of this description. Thence N.00°00'00"E. a distance of 350.24 feet to a point on the Southerly Right-of-Way line of Tamiami Trail also know 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.06°36'51"E., thence along the arc of said curve in an easterly direction through a central angle of 03°48'13", 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.89°58'00"W. a distance of 199.22 feet to the Point of Beginning.

The NE 1/4 of the SW 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 1/4 of the NE 1/4 of the SW 1/4, Also Less lands described in Official Records Instrument Number 1999111833;

That part of the West Half of the SE 1/4, lying westerly of maintained right of way for Playmore 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 1/4 of the SE 1/4;

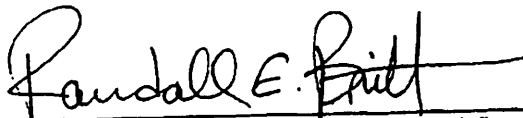
The North 50 feet of the South 380 feet of the SW 1/4 lying East of County Road # 777 (South River Road);

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 3759.6202 Acres more or less.

Date: October 14, 2006


Randall E. Britt, Professional Land Surveyor
Florida Certificate No. 3979

APPENDIX B

Return to
Douglas Manson Esq
Carey O Malley Whitaker & Manson P A
712 S Oregon Avenue
Tampa Florida 33606

**PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY
MASTER WATER SUPPLY CONTRACT**

THIS CONTRACT entered into this 3th day of October 2003 by and between the **PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY** a regional water supply authority created and existing pursuant to Sections 373.196, 373.1962 and 163.01 Florida Statutes and other applicable law acting by and through its Board of Directors the governing board thereof (Authority') **MANATEE COUNTY** a political subdivision of the State of Florida acting by and through its Board of County Commissioners the governing board thereof (Manatee) **CHARLOTTE COUNTY** a political subdivision of the State of Florida acting by and through its Board of County Commissioners the governing board thereof (Charlotte) **DeSOTO COUNTY** a political subdivision of the State of Florida acting through its Board of County Commissioners the governing board thereof (DeSoto) **SARASOTA COUNTY** a political subdivision of the State of Florida acting by and through its Board of County Commissioners the governing board thereof (Sarasota) and the **CITY OF NORTH PORT** a municipal corporation of the State of Florida acting by and through its Board of City Commissioners the governing board thereof (North Port) (collectively Customers)

WITNESSETH

WHEREAS the Authority was created for the purpose of developing storing and supplying water for county and municipal purposes and exists pursuant to the Second Amended Interlocal Agreement Creating the Peace River/Manasota Regional Water Supply Authority executed concurrent with this Contract and

WHEREAS the Authority has determined that the potable water supply needs for citizens residing within Charlotte Manatee DeSoto and Sarasota Counties and North Port can best be met in whole or in part by expanding the Authority Water Supply Facilities in a cooperative and coordinated manner and

WHEREAS the Authority and the Customers agree it is necessary to expand the Peace River Regional Water Treatment Facility to be known as the Regional Expansion Program (REP) as more specifically set forth in Exhibit G and incorporated herein by reference in order to provide a total of 32.7 MGD of water to meet the water supply needs of the Authority's Customers and

WHEREAS it is the intent of the Parties that this Contract govern the operation maintenance alteration replacement and expansion of the Authority Water Supply Facilities and

WHEREAS the Authority has applied and the Southwest Florida Water Management District (SWFWMD) has provided New Water Source Initiative funds to assist in development and construction of the REP and

WHEREAS the Authority and its Customers recognize that as a result of increased Customers demands the REP will not satisfy all future Customers demands and the Authority has begun developing other water supplies and

WHEREAS Manatee has adopted Resolution No. R 05 108 on June 7 2005 conditionally requesting the development of potable water by the Authority for Manatee beginning January of 2014 and

WHEREAS expansions to the Authority Water Supply Facilities and the design and construction of new Water Supply Sources may be financed for the Customer(s) through the issuance of Authority revenue bonds capital contributions from the Customer(s) capital contributions from SWFWMD or other governmental grants or any combination thereof and

WHEREAS the Customers desire to purchase water from the Authority according to the terms and conditions of this Contract and the Authority desires to provide the Customers water

according to the terms and conditions of this Contract and

WHEREAS recognizing the benefits provided by the REP and future Water Supply Sources the Customers and the Authority agree that the Authority shall implement a common Debt Service Cost for the Water Rate only for the REP and all future Water Supply Source projects of the Authority and

WHEREAS the Customers desire that the Authority facilitate the transfer of Authority water among Customers with such transfers being made through the Authority at the same Water Rate assessed by the Authority and

WHEREAS this Contract is intended to constitute the entire agreement of the Authority Manatee Charlotte DeSoto Sarasota and North Port with respect to the Water Allocations and the terms and conditions contained herein and

NOW, THEREFORE in consideration of the foregoing premises which shall be deemed an integral part of this Contract and of the mutual covenants and agreements hereafter set forth the Authority and the Customers intending to be legally bound hereby agree as follows

1 **DEFINITIONS** In the absence of a clear implication otherwise capitalized terms used in this Contract and in the attached exhibits shall have the following meanings

- 1 1 Annual Average Daily Quantity The total water quantity provided by the Authority to a Customer in a Contract Year divided by 365 as set by its Water Allocation
- 1 2 Authority The Peace River/Manasota Regional Water Supply Authority
- 1 3 Authority Board The Authority s governing body
- 1 4 Authority Water Supply Facilities All real property interest in real property fixtures personal property wells treatment systems pumps pipes storage facilities reservoirs aquifer storage and recovery facilities water transmission mains any future expansion of said facilities and appurtenant or associated installations owned leased or otherwise controlled by the Authority and used for the provision of potable water supply
- 1 5 Available Water That portion of a Customer s Water Allocation that is temporarily available to other Customers
- 1 6 Base Rate Charge For any Contract Year the rate established by resolution of the Authority for payment of the Authority Obligations Bond Coverage Costs Debt Service Costs Charlotte Oversized Facilities Payment Capital Component Charge Hydraulic

Pipeline Capacity Entitlement Cost and Renewal and Replacement Costs for the Authority Water Supply Facilities. The Base Rate Charge also includes the Fixed Operations and Maintenance Costs budgeted by the Authority for expanding, operating, repair and replacement, maintaining and securing the Authority Water Supply Facilities regardless of the quantity of water, if any, being produced or delivered by the Authority, with such fixed costs being assessed proportionately in accordance with the Annual Average Daily Water Allocation.

- 1 7 Bond Coverage Costs. The costs of providing the coverage requirements established by the Financing Documents.
- 1 8 Capital Component Charge. For any Contract Year, the charge established by resolution of the Authority for payment of the Capital Component Charge paid to Charlotte for the transfer of the Peace River Regional Water Treatment Facility. The Capital Component Charge shall be assessed by the percentages in Exhibit F for the Peace River Regional Water Treatment Facility.
- 1 9 Charlotte Oversized Facilities Payment. The 1991 Facility was stated to possess certain components that had a larger capacity than the 1991 Facility treatment capacity. Charlotte acquired the 1991 Facility, then transferred to the Authority the entire 1991 Facility. However, payment for the oversized components was deferred until the Authority used these oversized components. Under the PRO and REP, the Authority will pay for all the remaining oversized components.
- 1 10 Conservation Rate. For any Contract Year, the charge established by resolution by the Authority to any Customer that exceeds its Water Allocation set forth in Exhibit B.
- 1 11 Contract Year. The period between execution of the Contract and September 30, 2005, and each fiscal year of the Authority (beginning on each October 1 and ending on the immediately following September 30) thereafter during the term of this Contract.
- 1 12 Customers. Manatee, DeSoto, Charlotte, Sarasota and North Port.
- 1 13 Debt Service Cost(s). For any Contract Year, all costs including reserve or coverage requirement, if any, incurred by the Authority during such Contract Year in connection with the Authority Water Supply Facilities for principal payments, interest payments, redemption premiums, if any, and service charges with respect to payment of Obligations.

- 1 14 Delivery Point(s) The point(s) of connection between the Regional Transmission System and the distribution system of the Customers to this Contract having a Water Allocation The Delivery Point(s) for each Customer is attached hereto as Exhibit D
- 1 15 DeSoto Payment For any Contract Year an amount included in the Water Rate transmitted by the Authority to DeSoto in the amounts set forth on Exhibit A for the term of the Contract The DeSoto Payment as defined herein supersedes the Facility Use Cost as defined in Section 1 8 of the Peace River Regional Water Supply Contract dated May 21 1991
- 1 16 Exclusive Provider Customer A subset of Customers that includes only DeSoto in this Master Water Supply Contract
- 1 17 Financing Documents Any resolution or resolutions of the Authority as well as any indenture of trust trust agreement or similar document relating to the issuance or security of the Obligations
- 1 18 Fixed Operating and Maintenance Costs All operating and maintenance costs and expenses other than Variable Operating and Maintenance Costs incurred by the Authority for the operation maintenance management security and development of the Authority Water Supply Facilities
- 1 19 Hydraulic Capacity Entitlement The Hydraulic Capacity Entitlement for the Regional Transmission System for each Customer is attached as Exhibit E
- 1 20 Hydraulic Capacity Entitlement Cost The debt service cost associated with Customers Hydraulic Capacity Entitlement
- 1 21 Maximum Daily Quantity The maximum water quantity to be provided by the Authority to a Customer for any given day as set by its Water Allocation
- 1 22 Member Governments Members of the Authority This term refers jointly to Charlotte DeSoto Manatee and Sarasota
- 1 23 MGD Million gallons per day
- 1 24 New Water Supply Demands The new water supplies the Authority is committed by this Contract to develop and complete to meet Customer demands as shown on Exhibit C as updated annually pursuant to Section 1 1
- 1 25 Obligation(s) A series of bonds or other evidence of indebtedness including but not limited

to Financing Documents notes commercial paper capital leases or any other debt of the Authority issued or incurred

- 1 26 Operating and Maintenance Cost(s) For any Contract Year all costs budgeted and reserves established by the Authority for operating maintaining and securing the Authority Water Supply Facilities during such Contract Year including but not limited to a) personnel staffing and operating costs of the Authority related to the operation maintenance and security of the Authority Water Supply Facilities b) the general and administrative costs of the Authority related to the operation maintenance and security of the Authority Water Supply Facilities c) minor capital expenditures of the Authority for items such as tools parts and other equipment and vehicles necessary for the operation maintenance and security of the Authority Water Supply Facilities and d) all costs incurred in obtaining and maintaining the Permits for the Authority Water Supply Facilities
- 1 27 Party or Parties Party shall mean a signatory to this Contract Parties shall mean DeSoto Charlotte Sarasota Manatee North Port and the Authority
- 1 28 Peace River Regional Water Treatment Facility (the 1991 Facility) All real property interest in real property fixtures personal property wells buildings treatment systems pumps pipes storage facilities reservoirs aquifer storage facilities and appurtenant or associated facilities located in DeSoto and Sarasota which were transferred by Charlotte to the Authority pursuant to that certain Acquisition Agreement dated May 21st 1991 by and among the Authority Charlotte DeSoto Manatee Sarasota and the Southwest Florida Water Management District and any expansion of said facilities undertaken pursuant to that certain Peace River Water Supply Contract dated May 21st 1991 by and among the Authority Charlotte DeSoto Manatee and Sarasota The foregoing notwithstanding this term shall not include the construction acquisition or use of any groundwater production wells Groundwater production wells shall not include facilities withdrawing water from the Peace River through the use of horizontal wells not more than 50 feet deep or aquifer storage and recovery wells
- 1 29 Peak Month Average Daily Quantity The total water quantity provided by the Authority during the calendar month of the Customer s highest water use divided by the number of days in that month and expressed in MGD as set by the Customer s Water

Allocation

- 1 30 Permits All licenses permits authorizations or other approvals from any government or governmental agency whether federal state regional or local necessary or convenient for the acquisition construction expansion and operation of Water Supply Facilities and Water Supply Sources including but not limited to any general water use permit temporary water use permit or individual water use permit issued by the Southwest Florida Water Management District or any entity
- 1 31 PRO The Amended Peace River Option Water Supply Contract dated March 8th 1996 that expanded the Peace River Regional Water Treatment Facility by adding 6 MGD annual average daily quantity of water to the System Capacity
- 1 32 Redistribution Pool A depository of each Customer s Available Water for any Contract Year for purchase by all Customers
- 1 33 Regional Transmission System Those facilities including appurtenant and associated facilities owned by the Authority pertaining to the delivery and measurement of potable water to the Customers of the Authority including but not limited to primary transmission pipes real property interest in real property fixtures and personal property Regional Transmission System does not include the Aquifer Storage and Recovery (ASR) system or its connecting piping
- 1 34 Regional Water System All real property interest in real property fixtures personal property wells buildings treatment system pumps pipes storage facilities reservoir(s) aquifer storage and recovery facilities and appurtenant or associated facilities owned by the Authority excluding the Regional Transmission System
- 1 35 Renewal and Replacement Charges The charges established by the Authority for the exclusive purpose of funding renewals and replacements of the Authority Water Supply Facilities The charges will be established to satisfy the requirements of the Authority s Obligations and shall be set forth in the annual budget approved by the Authority for the ordinary renewal replacement upgrade and betterment of the Authority Water Supply Facilities
- 1 36 Renewal and Replacement Costs The capital expenditures set forth in the annual budget approved by the Authority for the ordinary renewal replacement upgrade and betterment of

the Authority Water Supply Facilities Renewal and Replacement Costs do not include capital expenditures associated with the expansion or addition of water treatment storage pumping or transmission capacity or the costs associated with reconstruction of any major components of the Authority Water Supply Facilities

- 1 37 Renewal and Replacement Fund The fund established by the Authority for the exclusive purpose of funding renewals and replacements of the Authority Water Supply Facilities The deposits to such fund shall be made in accordance with the requirements of the Financing Documents of the Authority The balances on deposit in the Renewal and Replacement Fund will be expended for those Renewal and Replacement Costs specifically identified in the annual budget approved by the Authority
- 1 38 Second Amended Interlocal Agreement The Second Amended Interlocal Agreement Creating the Peace River/Manasota Regional Water Supply Authority executed concurrently with this Contract
- 1 39 System Capacity The total combined capacities of the various components of the Regional Water System in terms of a quantity of water on an average annual daily basis expressed in MGD
- 1 40 Variable Operating and Maintenance Costs All operating and maintenance costs and expenses of the Authority for the operation maintenance and management of the Authority Water Supply Facilities that change in proportion to changes in the volume of water produced by the Authority including but not limited to power chemicals and water purchases
- 1 41 Water Allocation The portion of the System Capacity of the Regional Water System allotted to a Customer for the term of this Contract as initially specified at Exhibit B as increased from time to time pursuant to Section 11
- 1 42 Water Rate For any Contract Year the rate established by resolution of the Authority for the sale of water which to the extent applicable shall be comprised of a Base Rate Charge the DeSoto Payment and a Water Use Charge
- 1 43 Water Supply Emergency A loss or reduction in System Capacity caused by drought or a sudden unexpected unavoidable interruption in water delivery as declared by resolution by the Authority Board

- 1 44 Water Supply Facilities All real property interest in real property fixtures personal property wells treatment systems pumps pipes storage facilities reservoirs aquifer storage and recovery facilities water transmission mains any future expansion of said facilities and appurtenant or associated installations owned leased or otherwise controlled by Charlotte DeSoto Manatee North Port Sarasota or the Authority and used for the provision of potable water supply
- 1 45 Water Supply Source Any project construction acquisition transfer or transaction creating a new water source or expanding an existing water source developed by the Authority Charlotte Sarasota Manatee DeSoto or North Port
- 1 46 Water Use Charge For any Contract Year the rate established by the Authority for payment of the Variable Operating and Maintenance Costs This Water Use Charge shall be based on Customer metered water usage and shall be the same charge per thousand gallons used for each Customer

2 **TERM** The term of this Contract shall begin on the date of its complete execution by all Parties and end on the last day of the Contract Year in which the thirty fifth (35th) anniversary of the execution date falls The rights and obligations of any Customer may be extended prior to expiration of the initial term at the option of that Customer for another thirty five (35) years said extension to expire on the last day of the Contract Year in which the seventieth (70th) anniversary of the execution date falls Such option must be exercised at least two (2) years prior to expiration If during the Contract term the Authority issues Obligations to construct additional System Capacity to provide additional or maintain existing Water Allocation of the Customers that is secured from the payments made by the Customers for service from the Authority and which repayment period extends beyond the termination date of the Contract as set forth above the Contract will automatically be extended to include the last payment date of such additional Obligations Before the expiration of this Contract the Authority and Customers recognize that a new contract or extension of this Contract will need to be in place to provide ongoing water service from the Authority Water Supply Facilities and all Parties agree to work together in good faith to extend this Contract or create a new contract prior to this Contract s expiration date to meet the overall intent of the Authority to provide regional drinking water

3 **AUTHORITY CAPACITY** The Authority shall not be prohibited from maintaining

unallocated capacity of the Authority Water Supply Facilities

4 CONDITIONS PRECEDENT All rights obligations and liabilities of the Authority and the Customers shall be subject to the satisfaction of the conditions precedent identified in Section 4.1

4.1 Conditions Precedent The following are conditions precedent to the Parties' rights obligations and liabilities under this Contract:

4.1.1 The complete execution of this Contract by the Authority and the Customers

4.1.2 The representations set forth in Section 8 are true and correct as of the date this Contract is fully executed by all Parties

4.1.3 No change shall have occurred on or before the date this Contract is fully executed by all the Parties in any applicable federal, state or local law or any applicable federal, state or local rule, regulation or ordinance thereunder or an interpretation thereof by any applicable regulatory authority or court of competent jurisdiction that would make the execution or delivery of this Contract or that would make compliance by the Parties with the terms and conditions of said Contract or the consummation by the Parties of the transactions contemplated thereunder a violation of such law, rule, regulations or ordinance

4.1.4 The Authority and North Port shall execute a Settlement Agreement that requires North Port to file a Voluntary Dismissal with prejudice in *City of North Port v. Peace River/Manasota Regional Water Supply Authority*, Case No. 03-05254, Thirteenth Judicial Circuit in and for Hillsborough County, Florida, within ten (10) days of execution of this Contract

4.1.5 DeSoto and the Authority shall execute a transfer agreement pursuant to Section 2.1 herein

4.1.6 Notwithstanding Paragraphs 8.4 and 10.5 herein, Charlotte and Sarasota shall establish a means to settle their disagreement over the Water Sale and Purchase Agreement between Charlotte and Sarasota dated March 8, 1996

4.2 Satisfaction of the Conditions Precedent The Parties shall exercise good faith and due diligence in satisfying the conditions precedent set forth above and the Authority shall give prompt notice to the other Parties when the foregoing conditions precedent have been

satisfied or waived in writing by all the Parties

5 FUNDING FROM THE FEDERAL ENVIRONMENTAL PROTECTION AGENCY ("EPA') The funding from the EPA grant dated March 28 1995 shall be used for the construction of the REP

6 INTANGIBLE ASSETS OF THE CUSTOMERS Each Customer's Water Allocation and Hydraulic Capacity Entitlement is an intangible asset of that Customer's utility system pursuant to the terms and conditions of the Contract

7 FUNDING FROM SWFWMD The funding from the SWFWMD New Water Sources Funding Agreements shall be used for the construction of the REP All Parties shall work to obtain the maximum amount of funding from SWFWMD for the REP any future expansion of or addition to the Authority Water Supply Facilities and new Authority Water Supply Sources

8 REPRESENTATION OF THE PARTIES The Authority Manatee Charlotte DeSoto Sarasota and North Port make the following representations

- 8 1 Each Party is duly organized and existing in good standing under the laws of the State of Florida and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Contract
- 8 2 Each Party has the power authority and legal right to enter into and perform its obligations set forth in this Contract and the execution delivery and performance hereof by it a) has been duly authorized by its governing board b) does not require any other approvals by any other governmental officer or body c) does not require any consent or referendum of the voters for Authority financed projects d) will not violate any judgment order law or regulation applicable to the Party and e) does not constitute a default under or result in the creation of any lien charge encumbrance or security interest upon the assets of the Party under any agreement or instrument to which it is a Party or by which the Party and its assets may be found or affected except as provided herein under Sections 16 5 and 16 6
- 8 3 This Contract has been duly entered into and delivered by the respective governing boards and as of the date of its full execution by all Parties constitutes a legal valid and binding obligation of said Party fully enforceable in accordance with its terms provided the enforceability thereof may be limited by any applicable bankruptcy insolvency reorganization or other similar laws affecting creditors rights generally or by the exercise of

judicial discretion in accordance with general principles of equity

8 4 There is no action suit or proceeding at law or in equity before or by any court or governmental authority pending or to the best of the Party's knowledge threatened against the Party which is not resolved by the execution of this Contract wherein any unfavorable decision ruling or finding would materially adversely affect the performance by the Party of its obligations hereunder or the other transactions contemplated hereby or which in any way would adversely affect the validity or enforceability of this Contract or any other agreement or instrument entered into by the Party in connection with the transaction contemplated hereby

9 **REP CONSTRUCTION** In consideration for financial and other commitments made by the Customers herein the Authority agrees to permit and construct the REP as a necessary Water Supply Source for the Water Allocations. The cost of construction and construction schedule are attached as Exhibit G. The Authority agrees to use its best efforts to construct the REP in accordance with the schedule set forth in Exhibit G. The Customers recognize that the construction schedule may be affected by circumstances beyond the control of the Authority including but not limited to weather availability of material and contractors governmental approvals and other force majeure. The Authority agrees to keep the Customers apprised of the progress made in construction of the REP and of any delays that may affect the scheduled completion date

9 1 Cost of Construction The Authority will use its best efforts to complete the REP construction project within the budgeted amount shown in Exhibit G. The Authority will comply with its procurement procedures in the construction of the REP

9 2 Insurance The Authority shall require suitable payment and performance bonds from all principal contractors working on the construction of the project. The Authority shall further require the provision by the principal contractors of hazard insurance general liability insurance and worker's compensation insurance from such carriers and at such limits as are customary

10 **DELIVERY OF WATER** During each Contract Year the Authority shall deliver water to each Customer in accordance with their Water Allocations and the terms and conditions of this Contract. Customers shall pay for and the Authority shall timely develop and deliver new Water

Supply Sources and facilities to meet the needs of its Customers as set forth in Sections 11 and 12 herein

- 10.1 Allocation The Authority shall be required to deliver water for a Customer's water demand from its Water Allocation. Future Water Allocations will be delivered only in accordance with a Customer's New Water Supply Demands in Exhibit C as modified by projected water demands pursuant to Section 11 herein. If a Customer meets its payment obligations to the Authority, the Authority shall have the absolute and unequivocal obligation to develop and provide for the Customer's permissible future potable water demand in its Water Allocation and New Water Supply Demands.
- 10.2 Limitation of Allocation The Authority shall not be required to deliver water to a Customer if prohibited by any applicable federal, state, regional or local statute, rule, ordinance, law, administrative order or judicial decree or in violation of applicable Permits. If at any time there is insufficient potable water available to fully meet the Water Allocations described above for any reason, then the Customers shall have their Water Allocations reduced on a pro-rata basis.
- 10.3 Delivery Point The Authority shall deliver water through the Regional Transmission System to each Customer only at their respective Delivery Point(s) as identified in Exhibit D. Additional Delivery Point(s) may be added by mutual agreement of the Authority and receiving Customer(s).
- 10.4 Exceedance of Delivery Schedule Subject to Section 10.5 herein, in the event a Customer should receive delivery of water in excess of its Peak Month Average Daily Quantity, its Maximum Daily Quantity, and/or its Annual Average Daily Quantity of its Water Allocation, the Customer shall pay a Conservation Rate as set forth in the Water Rate resolution. During emergency conditions as declared by resolution of the Authority Board, the Authority shall not charge the Conservation Rate for water delivery in excess of the Water Allocation.
- 10.5 Authority Water Transfers Upon execution of this Contract by all Customers, all prior contracts transferring Authority water between any of the Customers shall terminate. All Authority water transfers shall be provided solely through the Authority. Notwithstanding the termination of the Water Sale and Purchase Agreement between Charlotte and Sarasota pursuant to this paragraph, both Charlotte and Sarasota hereby reserve and do not in any

manner waive any rights or causes of action that one may have against the other with regard to any past due obligations or debts arising out of said Water Sale and Purchase Agreement to be resolved pursuant to Section 4.1.6. As part of the New Water Supply Demands process set forth below, each Customer shall annually provide to the Authority its projected Authority Water Demands for the next twenty (20) years. The Authority shall then determine the total Customer demands for Authority Water. The Authority shall determine the difference between each Customer's Water Allocation and projected water demands for the next ten (10) years on an annual basis. By February 15 of each year, the Authority shall provide each Customer with a Notice of Available Water indicating the amount of Water Allocation, if any, above the Authority's projected water demands for each of the next ten (10) years. Each Customer shall file a response with the Authority within thirty (30) days of receipt of the Notice of Available Water, either accepting the Available Water quantities as determined by the Authority or providing alternative Available Water quantities, if any, for each of the next ten (10) years. Failure of a Customer to respond within thirty (30) days shall result in that Customer's Available Water quantity as determined by the Authority being transferred into the Redistribution Pool. Nothing herein shall be construed to require any Customer that timely responds to the Notice of Available Water to provide any of its Water Allocation to the Redistribution Pool. The Redistribution Pool shall be maintained by the Authority to provide the amount of Available Water, by Contract Year, for up to ten (10) years. Each year shall have a separate Redistribution Pool of water quantities designated. A receiving Customer's failure to pay for water transferred from the Redistribution Pool shall be treated as a default of this Contract. The Authority shall not transfer more water than the amount of Available Water placed in the Redistribution Pool. Nothing in this Section shall relieve a Customer from the irrevocable commitment to pay for its Water Allocations in this Contract.

10.5.1 Assignment and Payment The Authority shall assign the Available Water based upon Customer request and written confirmation by their governing body of the corresponding payment obligations under this Contract. Customers may request Available Water from the Redistribution Pool for the corresponding timeframe of their need for additional water. If there is more

demand for water than there is Available Water in a given year the Authority shall distribute the water on pro rata basis based on the proportionate Customer demand in the New Water Supply Demands for the year at issue

10.5.2 Payment Payment adjustments to the Customers supplying Available Water shall be on a pro rata basis based on the percentage of water supplied to the Redistribution Pools for water sold from each Redistribution Pool

10.5.3 Assessment of Conservation Rate Only for purposes of calculating the assessment of the Conservation Rate the Water Allocation of the Customer(s) receiving the Available Water and the Customer(s) providing the Available Water to the Redistribution Pool will be adjusted by the transferred water quantity

10.6 Water Supply Emergency The Authority and its Customers shall seek the interconnection of the Water Supply Facilities with other water supply facilities in the region and the Authority's Water Supply Facilities for the purpose of facilitating the transfer of water among the Authority and the Customers under emergency conditions. The Authority and its Customers shall make available capacity, if any, in their respective Water Supply Facilities to the Customers experiencing a Water Supply Emergency at the established rate of the supplying entity. In a Water Supply Emergency Conservation Rates, including block rates or excess demand charges of any type shall be waived by all Parties to this Contract for the duration of the declared Water Supply Emergency.

11 FUTURE WATER SUPPLY PROCEDURE It is the intention of the Parties that this Section set forth the manner in which each Customer will request and the Authority will provide future water supply from the Authority Water Supply Facilities. The Customers acknowledge that a procedure is necessary to provide the Authority with sufficient lead time for planning and development of new Water Supply Sources to meet New Water Supply Demands.

11.1 No later than January 15th of each Contract Year, each Customer shall submit to the Authority a report which identifies the following:

- (i) Total projected water demand by Contract Year for the next 20 years (Total 20 Year Demand)
- (ii) That portion of the Total 20 Year Demand the Customer requires the Authority to fulfill (Authority Supplied Water) in terms of Annual Average Daily Quantity Peak Month Average Daily Quantity and Maximum Daily Quantity and
- (iii) The basis for each projection

The Authority shall review coordinate and compile the submitted Total 20 Year Demand and Authority Supplied Water and provide such information to all Customers and the Authority Board The Authority shall also report to the Customers and Authority Board its estimation of water demand projections to be supplied by the Authority for its Customers on an annual basis for the applicable twenty year planning period The Authority shall use this data as well as other population and water demand data as a basis for the planning and development of new Water Supply Sources to meet New Water Supply Demands Each Customer may modify its Total 20 Year Demand and projections for Authority Supplied Water with each subsequent annual filing subject to the provisions in this Section

11.2 By submitting its projections for Authority Supplied Water each Customer is identifying that quantity of water it shall purchase from the Authority in the designated Contract Year For the initial time period through Contract Year 2013 the New Water Supply Demands as modified at Exhibit C shall be the water each Customer irrevocably commits to purchase from the Authority and the Authority agrees to supply such water After Contract Year 2013 by submitting its projection for Authority Supplied Water each Customer agrees to purchase and the Authority agrees to supply that quantity of Authority Supplied Water identified in the first seven (7) Contract Years of the Total 20 Year Demand Each Customer may annually update its Total 20 Year Demand and its projection of Authority Supplied Water However unless it otherwise has excess water capacity available the Authority shall not be obligated to accept any change in demand for Authority Supplied Water within the upcoming seven (7) Contract Year period Annually the Authority shall issue an addendum to the Contract to update the New Water Supply Demands table at Exhibit C for the applicable years beyond Contract Year 2013 to reflect the first seven (7) Contract Years of projected demand for Authority Supplied Water by the Customers

11.3 The parties acknowledge that the planning, permitting and construction of new Authority Water Supply Sources cannot exactly match the annual New Water Supply Demands. Therefore, the Authority will, from time to time, develop new Authority Water Supply Sources with water quantities that exceed immediate Customer demands. Upon the Authority's determination to develop a specific Water Supply Source, the Authority shall assign a proportionate share of the new Water Supply Source Water Allocation to the Customers, to the extent practicable, by applying the new Water Supply Source project quantity to the most immediate New Water Supply Demands. The Authority shall assign Water Allocations to the Customers pro rata based on their proportionate New Water Supply Demands at the time when the new Water Supply Source Water Allocation would be fully utilized by the total New Water Source Demand. For example, in year 2006, the Authority designates a new Water Supply Source project for 6 MGD to provide water by 2008. The total of New Water Supply Demands does not exceed 6 MGD until 2010, when it is 6.7 MGD. The Water Allocation assigned by the Authority to Customer A for the 6 MGD project is calculated by taking Customer A's New Water Supply Demand of 2.3 MGD for 2010 divided by the total of all the Customers' New Water Supply Demands of 6.7 for 2010 to determine the Customer Water Allocation Cost Percentage of 34.33%. When the Authority approves a new Water Supply Source project, it shall issue an addendum to the following: (1) to increase and update the Water Allocation table at Exhibit B; (2) to update the Cost Allocation Percentages table at Exhibit F to show the new project's cost allocation percentages; and (3) to update the table at Exhibit H to show the new project water quantity allocation. The Customers may only be assigned a Water Allocation for their New Water Supply Demands. All costs associated with a new Water Supply Source project, including but not limited to planning, design, and construction, shall be recovered from the Customer receiving the Water Allocations of the new Water Supply Source project.

12. DESOTO DESIGNATION OF THE AUTHORITY AS ITS EXCLUSIVE PROVIDER OF WATER. Notwithstanding the foregoing and pursuant to Section 8.1 of the Second Amended Interlocal Agreement, DeSoto elects to be an Exclusive Provider. Customer DeSoto agrees not to develop any additional Water Supply Sources beyond those currently existing identified in Exhibit I, unless as a joint project with the Authority. If DeSoto meets its payment

obligations to the Authority the Authority shall have the absolute and unequivocal obligation to develop and provide adequate potable water for DeSoto based upon its permissible future potable water demand as outlined herein. The Authority is free to meet DeSoto's water demands by any means it deems fit including but not limited to using water from the Redistribution Pool or assignment of Water Allocation to meet DeSoto's demands and assigning the associated cost of constructing that portion of new Water Supply Sources to DeSoto as outlined herein.

12.1 Exclusive Provider Customer Water Allocation DeSoto and the Authority agree that the current Water Allocation system must be adapted to assure that the Authority maintains its absolute and unequivocal obligation to provide adequate potable water for DeSoto and still assure that DeSoto pays its fair share of new water source development costs. For New Water Supply Demands DeSoto has provided and agrees to continue to provide the Authority water demand projections in the same manner as other Customers pursuant to Section 11 however the Authority shall use DeSoto's projections as well as other data collected by the Authority to set DeSoto's New Water Supply Demands for each Contract Year. DeSoto shall provide water demand projections in good faith and the Authority shall use its best efforts to match DeSoto's water demand to its assigned Water Allocation. This Water Allocation shall be used to determine DeSoto's Base Rate Charge and other share of costs in the same manner as all other Customers. Nothing in Section 12 shall allow the Authority to assign all or any portion of another Customer's Water Allocation to DeSoto.

12.2 Exclusive Provider Customer Water Allocation for the Redistribution Pool The Authority may designate any portion of the DeSoto's Water Allocation as part of the Redistribution Pool.

13 **ALTERNATIVE DELIVERY** The Authority shall consider alternative delivery such as design build when developing new Water Supply Sources including the REP.

14 **REFUNDING THE PRO BONDS** The Authority shall issue Obligations to refund any and all debt outstanding and provide for the rights of bond holders for the PRO. Such refunding obligations shall be issued in an amount sufficient to provide for the payment of the principal of redemption premium if any and interest on the outstanding debt to be refunded.

15 **SUPERSEDING AND REPLACING ALL PRIOR WATER SUPPLY CONTRACTS** Upon full execution of this Contract and payment described in Section 14 this Contract shall supersede and replace the Amended Peace River Option Water Supply Contract dated March 8 1996 Upon full execution of this Contract this Contract shall supersede and replace all other water supply contracts with the Authority including but not limited to the Peace River Option Water Supply Contract dated September 20 1995 the Peace River/Manasota Regional Water Supply Authority/City of North Port Florida dated May 30 1991 Peace River Water Supply Contract dated May 21 1991 and the Acquisition Agreement dated May 15 1991

16 **WATER RATE** For each Contract Year each Customer with a Water Allocation from the Regional Water System shall pay the Authority the Water Rate adopted by resolution of the Authority Board

16.1 **Rate Setting** In conjunction with the Authority's annual budget development and adoption process the Authority shall fix a Water Rate consisting of the Base Rate Charge (adjusted as necessary for customer financing) DeSoto Payment, and Water Use Charge to be paid on a monthly basis by the Customers for water furnished by the Authority The Authority shall charge and collect rates that are reasonable and just for all Customers The rates are not subject to the supervision or regulation by any other commission board bureau agency or other political subdivision or agency of the county or state Unless a common rate is established for all Debt Service Cost components of the Authority Water Supply Facilities in determining a Customer's Water Rate the Authority shall allocate to each Customer a Base Rate Charge as follows (1) the Base Rate Charge for 12 MGD 1991 Facility known as the Peace River Regional Water Treatment Facility pursuant to the 1991 Facility percentages set forth on Exhibit F (2) the 6 MGD PRO shall be allocated pursuant to the PRO percentages

set forth on Exhibit F and (3) the Base Rate Charge for the 14.7 MGD REP shall be allocated pursuant to the REP percentages set forth on Exhibit F. All Debt Service Cost for new Authority Water Supply Sources and other costs associated therewith such as reserves, coverages, expansion of existing water supply, or the fixed water purchase costs associated with a new Water Supply Source shall be combined with the REP Debt Service Cost for the common Debt Service Cost in the Water Rate. Provided however, any Customer has the right to carry its own financing or pay in advance for their portion of a new Water Supply Source or expansion of the Authority Water Supply Facility and in such event the Debt Service Costs component of the Water Rate shall be adjusted accordingly.

16.2 Customer Financing Each Customer shall have the option to issue their own debt or pay with its available money with respect to its portion of any new Authority Water Supply Source. The entire payment for a Customer's proportionate share shall be made to the Authority within fourteen (14) days of the Authority bond closing. The Authority shall provide notice to all Customers of the Authority bond closing date thirty (30) days prior to the Authority bond closing. To the extent not inconsistent with the Financing Documents, the Base Rate Charge for a Customer who issues its own debt or pays in advance for any such new Water Supply Source (including the REP) shall be adjusted to remove that Customer's Debt Service Costs attributed to the Customer's Water Allocation corresponding to the payment by the Customer for that new Water Supply Source or expansion.

16.3 Accounting, Audits and Adjustments The Authority shall maintain accounts and records for all funds received and disbursed by it with respect to the Authority Water Supply Facilities in accordance with generally accepted accounting practices applicable to governmental owned and operated water utilities. On an annual basis, the Authority shall

provide for an audit to be conducted by a recognized certified public accounting firm experienced in water utility audits

16.4 Joint Authority and Customer REP Review and Oversight Each Party shall designate a staff representative for a joint Authority and Customer committee for the review and oversight of the REP design and construction activities. The Executive Director of the Authority shall be the Authority representative on the committee.

16.5 Water Charge to Customers Each Customer shall pay the Authority its invoiced Water Rate and any applicable Conservation Rate charges on a monthly basis following the calendar month in which the charges were incurred and invoiced. The Customers shall submit payment to the Authority for the monthly charges within thirty (30) days of receipt of the invoice. Failure to pay monies shall create a debt with respect to the non-paying Customer's utility system. A Customer that fails to pay within ninety (90) days after the Authority has mailed its invoice shall be in default pursuant to this Contract. Upon thirty (30) days written notice, the Authority may discontinue delivery of water to any Customer in default for nonpayment and/or may transfer the defaulting Customer's Water Allocation in whole or in part to another Customer in good standing for the remaining term of this Contract.

16.6 Source of Payments Each Customer's obligation to pay any monies due under this Contract does not constitute general indebtedness. Neither the Authority nor the holders of any obligations issued by the Authority in order to finance or refinance the expansion, alteration, improvement, replacement or operation of the Authority Water Supply Facilities shall have a right to require or compel any Customer to exercise its ad valorem taxing power to pay its obligations and liabilities under this contract or to compel payment from any source other than as indicated in this Section. Each of the Customers, however, shall and do hereby

covenant to set water rates for its respective customers at a level sufficient to pay all monies due the Authority under this Contract

16.7 DeSoto Payment The Authority shall collect from its Customers in accordance with Exhibit A the DeSoto Payment and remit it to DeSoto. If the quantities of water allocated to the Authority under SWFWMD Water Use Permit Number 2010420 01 issued in 1996 for 32.7 MGD annual average water use are modified or if additional entities become Customers of the Authority then the amount of the DeSoto Payment to be paid to DeSoto shall be readdressed by all Parties to this Contract

17 **FUNDING FOR MANAGEMENT AND PLANNING** It is acknowledged that Management and Planning Costs of the Authority may be obtained from the Customers in a manner determined by the Authority Board and that additional funds available for Management and Planning Costs shall be sought by the Authority from the federal and state government including but not limited to the Florida Department of Environmental Protection Florida Department of Community Affairs the Southwest Florida Water Management District the Basin Boards of the Southwest Florida Water Management District and appropriate utilities and agencies

18 **PAYMENT TO CHARLOTTE FOR OVERSIZED FACILITIES** Pursuant to prior contract provisions payment is due to Charlotte for certain oversized facilities. Any Customer may prepay its portion of the Charlotte Oversized Facilities Payment directly to Charlotte but must elect to do so on or before October 15, 2005 with immediate notice to the Authority and payment to Charlotte by November 30, 2005

18.1 Payment for Oversized Facilities for the PRO The PRO oversized facility payment was made to Charlotte in the amount of \$3,191,883.00. When the PRO bonds are refunded Customers other than Charlotte are to pay the Debt Service Cost on the remaining financed portion of the \$3,191,883.00

with Sarasota paying 87.5% and DeSoto paying 12.5%

18.2 Payment for Oversized Facilities for the REP The Authority shall pay Charlotte all remaining oversized facility charges totaling \$3,287,098.00 upon closing of the bond issuance for the REP. This payment is calculated as the total oversized facility charge of \$4,515,864.00 less Charlotte's portion of 27.21% of the REP allocation percentage from Exhibit F or \$1,228,766.00. All obligations to Charlotte for oversized facilities payment set forth in all previous contracts or agreements including but not limited to the Peace River Water Supply Contract dated May 21, 1991, the Amended Interlocal Agreement creating the Peace River/Manasota Regional Water Supply Authority dated May 21, 1991, and the Acquisition Agreement dated May 21, 1991, shall be satisfied upon receipt of the payment by Charlotte of the \$3,287,098.00. The REP oversized facilities payment is to be paid by Customers other than Charlotte and shall be based on the Debt Service Cost associated with the financed portion of the oversized facilities payment to Charlotte of \$3,287,098.00 for the REP and shall be allocated with Sarasota paying 85.62%, North Port paying 13.28%, and DeSoto paying 1.1%.

19 **PAYMENT TO CHARLOTTE FOR PEACE RIVER REGIONAL WATER TREATMENT FACILITY ("1991 FACILITY")** Upon payment of the \$3,287,098.00 specified above, the Authority's total debt to Charlotte for the transfer from Charlotte of the 1991 Facility shall be \$18,299,274.17 with the Authority annually paying \$1,971,557.00 in equal installments on a monthly basis with the last payment being on October 1, 2021. The redemption of this debt shall be governed by Exhibit J. The Authority's payment to Charlotte for the 1991 Facility shall be allocated among DeSoto, Charlotte, and North Port pursuant to the 1991 Facility cost allocation percentages set forth on Exhibit F. This payment schedule shall supersede and replace any prior agreement, contract, or other document for any payment or obligation to Charlotte for transfer of the

1991 Facility or any other assets real estate facilities or any other property or service to the Authority prior to the date of this Contract

20 NORTH PORT PAYMENT TO CHARLOTTE Pursuant to the Peace River/Manasota Regional Water Supply Authority/City of North Port Florida Water Supply Contract dated May 30 1991 Charlotte reserved water capacity for a period of time for North Port North Port was then obligated to repay the cost of the water reservation to Charlotte Payment by North Port through the Authority to Charlotte has been made since 1992 at a monthly amount of \$398.42 Since the Master Water Supply Contract supersedes the Peace River/Manasota Regional Water Supply Authority/City of North Port Florida Water Supply Contract dated May 30 1991 this North Port obligation is established in this Contract North Port shall pay the Authority \$398.42 monthly with the last payment on October 1 2021 The Authority shall pass through the payment being made to Charlotte each month

21 TRANSFER OF DESOTO FACILITY Provided a transfer agreement is executed by DeSoto and the Authority the Authority shall pay DeSoto \$800,000.00 for DeSoto to transfer to the Authority the real property and water well appurtenances and any necessary permits for use of the water well and specified facilities in place identified in the transfer agreement This payment from the Authority shall be funded from REP Debt Service Cost The payment to DeSoto will be in the form of a credit for DeSoto's payment obligation pursuant to the DeSoto County Regional Pipeline Extension Amended Pipeline Agreement dated June 21 2004

22 DEVELOPMENT OF FUTURE WATER SOURCES The Authority and its Customers shall develop new Water Supply Facilities as follows

22.1 General The Authority shall develop new Authority Water Supply Facilities to meet the water demands of its Customers in Exhibits B and C which will reflect the projections

provided as specified above or at the determination of the Authority for DeSoto

22.2 Procedures for New Authority Water Supply Facilities The Authority shall have written consent of the governing body of a Customer in whose jurisdiction the Authority intends to acquire, develop, construct or operate new Authority Water Supply Facilities. For new Authority Water Supply Facilities located or proposed to be located within the jurisdiction of North Port, North Port shall be the sole entity that grants or denies consent to the Authority.

22.2.1 The Authority shall provide written notification of its intention to apply or seek the transfer of a Permit for new Authority Water Supply Facilities to the Customer in whose jurisdiction the Authority Water Supply Facilities are located or will be located. Such notification shall be given no less than sixty (60) days prior to submitting the Permit application or requesting the Permit transfer. The Customer shall notify the Authority within sixty (60) days of its decision to grant or deny consent to the Authority to acquire, develop, construct or operate the new Authority Water Supply Facilities within its jurisdiction. If a Customer denies consent, the Customer's notification shall provide an explanation of the reasons for denial.

22.2.2 Upon notification of denial by a Customer to the Authority, a meeting between the staff of the Authority and the Customer shall be held within forty-five (45) days of the notification of denial. This meeting shall be organized and scheduled by the Authority. During this meeting, the staff of the Authority and the Customer shall attempt to reach an agreement to grant consent to the Authority to acquire, develop, construct or operate new Authority Water Supply Facilities within the Customer's jurisdiction.

22 2 3 If no agreement is reached within forty five (45) days of notification of denial the Authority and the Customer shall participate in mediation the costs of which shall be equally divided between them The Authority and the Customer shall endeavor in good faith to select a mutually acceptable mediator If the Authority and the Customer are unable to mutually agree on a mediator within fourteen (14) days after the staff meeting held pursuant to paragraph 22 2 2 the Authority and the Customer shall agree to accept a mediator selected by the Florida Conflict Resolution Consortium Upon the selection of a mediator the Authority and the Customer shall schedule mediation to occur within fourteen (14) days Mediation shall be completed within forty five (45) days of the first mediation conference unless extended by mutual written agreement of the Authority and the Customer Subsections (b) (c) (d) and (e) of Rule 1 720 of the Florida Rules of Civil Procedure are applicable to the mediation proceedings Designees of the Authority and the Customer attending the mediation shall include a governing body member who has the full authority to negotiate on behalf of its entity and to recommend an agreement to its governing body In the event of any breach or failure to perform mediation under this section the Authority or Customer may seek appropriate remedies to mandate this mediation process

22 2 4 If consent to the Authority by a Customer is not agreed to at the mediation the Authority shall withdraw the Permit application or request for Permit transfer

22 3 Procedure for the Authority's Customers Whenever a Customer (Applicant Customer)

intends to apply or seek the transfer of a Permit for Water Supply Facilities located or that will be located within the jurisdiction of another Customer the Applicant Customer shall provide written notification of its intention to apply or seek the transfer of a Permit for Water Supply Facilities to the Customer (Host Customer) in whose jurisdiction the Water Supply Facilities are located or will be located Such notification shall be given no less than sixty (60) days prior to submitting the Permit application or requesting the Permit transfer The Host Customer shall notify the Applicant Customer within sixty (60) days of its decision to grant or deny consent to the Applicant Customer to acquire develop construct or operate the Water Supply Source within its jurisdiction If a Host Customer denies consent the Host Customer s notification shall provide an explanation of the reasons for denial The Applicant Customer shall immediately withdraw its Permit application or request for transfer of a Permit upon notification of denial by the Host Customer

23 HYDRAULIC CAPACITY ENTITLEMENT IN REGIONAL TRANSMISSION

SYSTEM Each Customer shall be provided its respective Hydraulic Capacity Entitlement of the hydraulic capacity in the transmission facilities that has been constructed at the time of execution of this Contract or will be constructed by the Authority during the term of this Contract for the benefit of such Customer(s) to deliver potable water from the Regional Water System to the respective Customer(s) Delivery Point Each Customer s Hydraulic Capacity Entitlement percentage or amount in the current Regional Transmission System is set forth on Exhibit E A Customer s Hydraulic Capacity Entitlement in segments of the Regional Transmission System constructed after the date of this Contract will be determined on a transmission line segment basis by the Authority All Hydraulic Capacity Entitlement Cost of the Hydraulic Capacity Entitlement will be the sole responsibility of the Customer(s) benefiting from such facilities If more than one Customer uses the

same transmission segment as designated by the Authority then each shall pay their proportionate share of the Hydraulic Capacity Entitlement Cost

23 1 In the event a Customer requests capacity in a transmission line segment that is an existing component of the Regional Transmission System and the capacity percentage of which has been fully allocated the Authority shall not grant capacity to the requesting Customer without first obtaining approval from the Customer(s) to whom the hydraulic capacity in that transmission line has previously been allocated In the event the Authority modifies the Hydraulic Capacity Entitlement the application of all future service rates and charges will be adjusted accordingly

23 2 If requested by North Port the Authority shall construct and North Port shall pay for its proportional share of the Hydraulic Capacity Entitlement Cost of a new segment of the Regional Transmission System between Delivery Points identified by North Port and acceptable to the Authority on the basis of system hydraulics The Authority and North Port may agree to a water delivery alternative utilizing the existing stub outs along the 42 Inch RTS (2) transmission main identified in Exhibit D subject to the change of apportionment of Hydraulic Capacity Entitlement Cost on terms mutually agreeable to North Port Sarasota and Authority

24 ADDITIONAL REPRESENTATIONS WARRANTIES AND COVENANTS

OF THE AUTHORITY The Authority hereby represents warrants and covenants to the Customers as follows

24 1 System Operation Operation and maintenance of the Authority Water Supply Facilities shall be the responsibility and the obligation of the Authority The Authority shall be responsible to adopt an adequate budget to pay all of the Operating and Maintenance Costs of the

Authority to satisfy all the Authority's Obligations to provide for the requisite Bond Coverage Costs to meet all required tests set forth in the Financing Documents to provide for renewal and replacement costs to keep the Authority Water Supply Facilities in good operating order and to provide for any sinking funds and other reserves necessary to provide the water service as set forth in this Master Water Supply Contract. The Authority shall provide sufficient personnel with appropriate experience to undertake all regulatory requirements including but not limited to those imposed by the Florida Department of Environmental Protection, the Southwest Florida Water Management District, the State of Florida Department of Health and the United States Environmental Protection Agency. If new regulatory requirements necessitate capital improvements or budget amendments, the Authority shall take all necessary actions to accomplish the same. The Authority shall be responsible for all regulatory violations including compliance costs or penalties assessed for same which arise out of or are solely created through (1) material errors or omissions by its personnel and agents in the day to day operations of the Authority Water Supply Facilities or (2) the failure of the Authority to timely proceed administratively to undertake or complete a requirement imposed by any regulatory agency in any consent order or operating permit. The Authority shall maintain adequate catastrophic insurance on the Authority Water Supply Facilities on such terms and amounts as established by the Authority.

24.2 Water Quality The Authority shall use its best efforts to deliver water of good and uniform quality from the Authority Water Supply Facilities to the Delivery Point(s). The water delivered by the Authority to the Delivery Point(s) shall be stabilized and shall meet all federal, state or regional regulations and orders relating to drinking water which are applicable to water produced, stored and transported at and through the Authority Water

Supply Facilities

24.3 Water Measurement The Authority shall use its reasonable efforts to measure all water delivered to the Delivery Point(s) of Customers. The Authority shall own and maintain the meters at all Delivery Point(s). The Authority shall maintain complete and accurate records of its water measurements. Water flow measurements recorded by the Authority shall be the exclusive means of determining the quantity of water delivered to the Delivery Point(s) under this Contract. The metering equipment shall be of standard make and type installed at a readily accessible location and shall record flow with accuracy sufficient to meet all applicable reporting requirements. The Authority will check the accuracy of the meters annually, provide a report regarding the condition, accuracy and state of the meters and provide for a certified calibration test and any appropriate recalibration. Upon request and at the expense of the Customer, the Authority shall make arrangements for a meter test to be conducted by an independent testing facility who shall conform to the manufacturer's standards and where appropriate conduct the test as a field test. The Customers may be present when the meters are checked for accuracy and the test records shall be made available for inspection by the Customers upon reasonable request. If the accuracy of the meter is determined to be at least four (4) percent beyond the limits prescribed by the manufacturer, the meter will be assumed to have been inaccurate from the mid point of the time since the last annual inspection, or the last calibration, or the last independently certified test, or the last six (6) months whichever is less. The following month's billing will be adjusted taking into account the nature of the inaccuracy to show a credit or additional charge to the respective Customer for the metered flow for that period.

24.4 Permits The Authority shall use its best efforts to obtain all Permits necessary to provide

the Customers with water in accordance with the Water Allocations New Water Supply Demands and its duty to its Exclusive Provider Customer(s)

24 5 Financing the Authority Water Supply Facilities The Authority shall use its best efforts to borrow funds and to set adequate reserves and budgeted expenditures necessary to cover costs to be incurred in constructing acquiring operating maintaining repairing replacing or upgrading the Authority Water Supply Facilities

24 6 Acquisition of Real Property The Authority shall use its best efforts to acquire all interest in real and personal property (if any) necessary for the expansion construction management and operation of the Authority Water Supply Facilities The Authority shall retain in its own name any interest in real property acquired in connection with the Authority Water Supply Facilities

24 7 Water Pressures The Authority shall use its best efforts to supply water under normal operating conditions at the Annual Average Daily Quantity at a pressure not less than 65 psi at the Customer Delivery Point(s) to the Customer unless a different pressure is specified in Exhibit D The Authority will not be responsible for interruptions or abnormal operating conditions that cause reduced pressures for interim periods that are beyond the Authority s control

24 8 Priority of Payment All monies received by the Authority from the Customers pursuant to this Contract shall be applied in the following order of priority

FIRST To the payment of Operating and Maintenance Cost (other than renewal of replacement costs) as provided in the Financing Documents for the Obligations

SECOND To the payment of Debt Service Cost as provided in the Financing Documents for the Obligations

THIRD To the payment of the renewal and replacement costs

FOURTH To the payment of the DeSoto Payment and Charlotte Obligations

FIFTH To the payment of any charges or Obligations due and owing by the Authority

2> **ADDITIONAL REPRESENTATIONS WARRANTIES AND COVENANTS**

OF THE CUSTOMERS The Customers hereby represent warrant and covenant to the Authority as follows

2> 1 Irrevocable Commitment to Pay The Customers recognize that circumstances such as equipment maintenance or failure construction delays failure to obtain Permits limitations on Permits transmission line ruptures or defects acts of God etc may prevent the performance by the Authority of its obligations pursuant to this Contract Under such circumstances the Customers shall continue to pay their respective Water Rate throughout the term of this Contract Said payments by the Customers shall be made without notice or demand and without set off counterclaim abatement suspension or deduction. The Authority is undertaking construction of the REP and additional water supply projects and operation and maintenance of the Authority Water Supply Facilities based in part on the representations warranties and covenants of the Customers set forth in this Contract

2> 2 Acquisition of Real Property Subject to Section 22 herein the Customers shall promptly cooperate with the Authority in acquiring all interests in real property necessary to construct manage and operate the Authority Water Supply Facilities and Water Supply Sources

2> 3 Utility System Charges The Customers shall fix revise maintain and collect such fees rates tariffs rentals or other charges for the use of products services and facilities of their water utility systems as shall be necessary to fund the timely payment of their respective

obligations and liabilities under this Contract as well as all other obligations payable from the revenues of their water systems

- 25 4 Cooperation on Permits Subject to Section 22 herein for the construction and operation of the facilities necessary for the REP and future Authority Water Supply Sources the Customers shall promptly cooperate with the Authority in obtaining any and all Permits necessary or convenient for construction expansion alteration replacement or operation
- 25 5 Cooperation on the REP The Customers shall promptly cooperate with the Authority in operating or expanding for the REP
- 25 6 Utility System Operation and Maintenance Account Each Customer shall maintain its water utility system operation and maintenance accounts throughout the term of this Contract for the purpose of paying its obligations and liabilities under this Contract At all times during the term of this Contract the Customers obligations and liabilities under this Contract shall be considered an operating expense of its water utility systems and shall be paid from its water utility systems operation and maintenance accounts or capacity fee account or facility investment fees if appropriate provided however that such obligations and liabilities of a Customer shall not be considered an operating expense of its water utility system nor need it be paid from the operation and maintenance account to the extent the Customer has budgeted and appropriated legally available moneys for such purpose and is current on all its obligations arising hereunder For the purpose of paying their obligations and liabilities under this Contract Customers may utilize in addition to their water utility operation and maintenance accounts facility investment fees or other capacity fees as identified in their adopted rate resolutions
- 25 7 Cooperation on Issuance of Authority Obligations Each Customer shall cooperate with the

Authority in issuance of the Authority's Obligations. In such connection, each Customer and the Authority shall comply with reasonable requests of each other and will, upon request, do as follows: (i) make available general and financial information about itself; (ii) consent to publication and distribution of its financial information; (iii) certify that its general and financial information is accurate, does not contain any untrue statements of a material fact and does not omit a material fact necessary to make the statements in the information, in light of circumstances under which they are made, not misleading; (iv) make available certified copies of official proceedings; (v) provide reasonable certifications to be used in a transcript of closing documents; and (vi) provide and pay for reasonable requested opinions of counsel as to the validity of its actions taken in respect to and the binding effect of the Second Amended Interlocal Agreement and this Contract and pending litigation which could materially affect its performance hereunder. Each Customer shall provide the Authority reasonable assurance that no actions taken by it shall adversely affect the exclusion from gross income of interest on the Authority's Obligations for purposes of federal income taxation. Each Customer covenants to assist the Authority in any reasonable manner with respect to the issuance of such Obligations, including but not limited to participation and assistance with any court proceeding seeking to validate the Obligations pursuant to Chapter 75, Florida Statutes.

2.5.8 Payment for Obligations. If a Customer defaults on the payment of its Water Rate established pursuant to this Contract, each non-defaulting Customer shall have the option to take the defaulting Customer's pro rata share (based on each Customer's percentage of the total Water Allocation of the Authority) and corresponding payment obligation of the defaulting Customer's Water Allocation within sixty (60) days of notice of the defaulting

Customer's Water Allocation from the Authority. If any of the defaulting Customer's Water Allocation remains after the expiration of sixty (60) days notice period, then each non-defaulting Customer may by mutual agreement with the Authority take any or all of the remaining Water Allocation and corresponding payment obligation created by the default. Any portion of the defaulting Customer's Water Allocation that remains unallocated shall be added to the Redistribution Pool or designated as Authority water capacity; however, these actions shall not relieve the defaulting Customer of its payment obligation to the Authority.

26 PLEDGE OF CONTRACT REVENUES The Authority may pledge any payments, interest or other income or revenues derived under this Contract for the purpose of securing any revenue bonds issued by the Authority to finance the REP and new water supply projects of the Authority Water Supply Facilities.

27 NORTH PORT'S OPTION TO BECOME A MEMBER If the Authority pursuant to the process set forth in the Second Amended Interlocal Agreement adds a municipality as an Authority Member Government, then North Port at its option may become a member of the Authority upon the same terms and conditions as the new municipality member. North Port must exercise its option within thirty (30) days of the effective date of the amendment to the Second Amended Interlocal Agreement adding the new municipality as a member.

28 IMPLEMENTATION AGREEMENT An Implementation Agreement dated March 8, 1996 was entered into by the Authority and Charlotte that provides, in part, that no further expansion of the Peace River Regional Water Treatment Facility beyond the PRO can be implemented without the Southwest Florida Water Management District setting the Minimum Flow and Levels for the Peace River, Charlotte, without waiving the application of the Implementation Agreement to any further expansion of the Authority Water Supply Facilities beyond the REP, agrees

not to apply the provision of the Implementation Agreement to the development construction or operation of the REP. However, the Implementation Agreement applies to any further expansion of the Peace River Regional Water Treatment Facility beyond the REP, and it requires that before any further expansion is implemented, Minimum Flows and Levels must be set for the Peace River or the Authority must complete a Section 403.412, Florida Statutes, action including an appeal of an adverse ruling of the lower tribunal against the District to require it to set Minimum Flows and Levels for the Peace River.

29 RE-RATING REGIONAL WATER SYSTEM To the extent that any component of the Regional Water System is re-rated or treatment capacity is modified with the appropriate regulatory agencies (either an increase or decrease in capacity), then each Customer's corresponding Water Allocation will be adjusted pro rata on a basis consistent with the Cost Allocation percentage of each Customer. The Authority agrees not to initiate a re-rating process with the intent to reduce System Capacity. For example, a Customer with a Water Allocation of 10% would receive an increase in Water Allocation of 100,000 gallons per day for a 1,000,000 gallon per day re-rating increase. To the extent that the re-rating of the Regional Water System results in the incurrence of additional capital expenditures, the Authority will notify the affected Customers of such expenditures. The expenditures required for and the associated re-rating will be allocated proportionately pursuant to the Water Allocation percentage unless any Customer(s) decide not to participate in the cost and associated benefits of the re-rating. If a Customer does not participate in the re-rating, then the change in Water Allocation and the expenditures will be allocated pro rata to the participating Customers in accordance with their Water Allocation. All expenditures associated with re-rating will be the responsibility of the participating Customers and are to be paid to the Authority in accordance with the Contract. To the extent any increase in Water Allocation is not

allocated to the Customers it shall be transferred to the Redistribution Pool

30 DEFAULT AND REMEDY Recognizing the region's paramount need for a safe and dependable source of water supply the Parties agree this Contract may not be terminated prior to the normal expiration date specified in Section 2 and the remedy for a breach of the Contract shall be specific performance injunctive relief and any other equitable relief as well as monetary damages

31 DESIGNATION AS REPRESENTATIVE AND CO APPLICANT STATUS
The Authority and the Customers shall be co applicants for any SWFWMD water use permits needed for the Authority Water Supply Facilities and Authority Water Supply Sources Subject to Section 22 herein the Customers shall waive all objections to the Permit applications relating to the acquisition operation replacement or expansion of the Authority Water Supply Facilities and Authority Water Supply Sources issued by a federal state or regional governmental entity The Customers hereby designate the Authority as their representative with respect to any such Permit or in any administrative or judicial proceeding relating thereto

32 APPLICABLE LAW AND VENUE The laws of the State of Florida govern the validity interpretation construction and performance of this Contract and venue for any suit involving this Contract shall be in Hillsborough County Florida

33 NO ASSIGNMENT The rights obligations and interests of the Customers and Authority under this Contract may not be wholly or partially sold assigned transferred pledged or hypothecated unless approved in writing by all Parties

34 NOTICE All notices demands requests and other communications shall be deemed sufficient and properly given if in writing and delivered in person to the following addresses sent by certified or registered mail or by overnight delivery postage prepaid with return receipt requested at such addresses provided if such notices demands requests or other

communications are sent by mail or overnight delivery they shall be deemed as given on the third day following such mailing which is not a Saturday Sunday or a day on which United States mail is not delivered The Authority s Executive Director s Office 1645 Barber Road Suite A Sarasota Florida 34240 the Charlotte County Administrator s Office Charlotte County Administration Center 18500 Murdock Circle Port Charlotte Florida 33948 1094 Manatee County Administrator s Office Manatee County Administration Center 1112 Manatee Avenue West Suite 920 Bradenton Florida 34205 the DeSoto County Administrator s Office 201 East Oak Street Arcadia, Florida 34266 the Sarasota County Administrator s Office 1660 Ringling Boulevard Sarasota Florida 34236 and the North Port City Manager s Office 5650 North Port Boulevard North Port Florida 34287 Any Party may by like notice designate any further or different addresses to which subsequent notices shall be sent

35 RELATIONSHIP OF THE PARTIES Nothing herein shall be deemed to constitute any Party a partner or joint venturer or to create any fiduciary relationship among the Parties

36 THIRD PARTY BENEFICIARIES No right or cause of action shall accrue upon or by reason hereof or for the benefit of any person not expressly named as a Party in this Contract except for any holders of Obligations and/or credit enhancers relating to Obligations who shall be third party beneficiaries of this Contract

37 WAIVER Unless otherwise specifically provided by the terms of this Contract no delay or failure to exercise a right resulting from any breach of this Contract shall impair such right or shall be construed to be a waiver thereof but such right may be exercised from time to time and as often as may be deemed expedient Any waiver shall be in writing and signed by the Party granting such waiver If any representation warranty or covenant contained in this Contract is breached by

any Party and thereafter waived by another Party such waiver shall be limited to the particular breach so waived and shall not be deemed to waive either expressly or impliedly any other breach under this Contract

38 **AUTHORIZED REPRESENTATIVES** For purposes of this Contract the Parties authorized representatives are as follows the Authority Executive Director the Charlotte County Administrator the DeSoto County Administrator the Manatee County Administrator the Sarasota County Administrator and the City of North Port City Manager Any Party may change its authorized representative at any time by written notice to all other Parties

39 **SECTION CAPTIONS AND REFERENCES** The section headings and captions contained herein are included for convenience only and shall not be considered part of this Contract or affect in any manner its construction or interpretation Except as otherwise indicated all references herein to sections are to sections of this Contract

40 **SEVERABILITY** In the event any provision of this Contract shall for any reason be determined invalid illegal or unenforceable in any respect the Parties shall negotiate in good faith and agree to such amendments modifications or supplements to this Contract or such other appropriate actions as shall to the maximum extent practicable in the light of such determination implement and give effect to the intentions of the Parties as reflected herein and the other provisions of this Contract as amended modified supplemented or otherwise affected by such action shall remain in full force and effect

41 **ATTORNEYS FEES AND COST** In the event there is litigation arising under or related to this Contract the losing Party or Parties shall pay to the successful Party or Parties all attorneys fees and costs and expenses incurred in enforcing the Contract including attorneys fees incurred on appeal in adversarial administrative proceedings and in connection with bankruptcy

proceedings to the extent allowed by law. This provision shall survive the termination of this Contract.

42 **AMENDMENT** This Contract may only be amended by a writing duly executed by the Authority Manatee Charlotte DeSoto Sarasota and North Port and only to the extent permitted by the Financing Documents authorizing the issuance of the Obligations.

43 **ENTIRE AGREEMENT** This Contract shall constitute the entire agreement of the Authority Charlotte Manatee DeSoto Sarasota and North Port with respect to the Authority's provision of drinking water supply.

44 **FURTHER ASSURANCES** The Authority Manatee Charlotte DeSoto Sarasota and North Port each shall use all reasonable efforts to provide such information, execute such further instruments and documents and take actions as may be reasonably requested by another Party and not inconsistent with the provisions of this Contract and not involving the assumption of obligations or liabilities different from, in excess of or in addition to those expressly provided for in this Contract to carry out the intent of this Contract.

45 **CONSENTS** To the extent that the consent of any Party to this Contract is required as a condition to the action of other Parties, such consent shall not be unreasonably withheld.

46 **SUCCESSORS AND ASSIGNS** This Contract shall be binding upon and inure to the benefit of the respective successors, permitted assigns, administrators and trustees of the Authority Manatee Charlotte DeSoto Sarasota and North Port.

47 **EXECUTION OF DOCUMENTS** This Contract shall be executed in fifteen (15) duplicate originals, any of which shall be regarded for all purposes as an original and all of which shall constitute one and the same instrument.

48 **INTERLOCAL AGREEMENT** This Contract shall constitute an interlocal agreement pursuant to Section 163 01 Florida Statutes. A true and correct copy of this Contract and any subsequent amendments shall be recorded by the Authority with the clerk of the circuit court in Manatee Charlotte DeSoto and Sarasota.

49 **AMBIGUITY** The Parties agree that each one has played an equal part in the negotiation and drafting of this Contract and in the event any ambiguity should be asserted or realized in the interpretation or construction of this Contract the result of such ambiguity shall be equally assumed and realized by each Party.

50 **SOVERIGN IMMUNITY** The Customers intend to avail themselves to the benefits of Sections 768 28 and 163 01(9)(c) Florida Statutes and of other statutes and common law governing sovereign immunity to the fullest extent possible. In accordance with Section 163 01(5)(o) Florida Statutes therefore the Customers are not jointly liable for the torts of the officers or employees of the Authority or any other tort attributable to the Authority and that only the Authority shall be liable for torts attributable to it or for torts of its officers or employees and then only to the extent of the waiver of sovereign immunity or limitation of liability specified in Section 768 28 Florida Statutes. The Customers intend the Authority to have all the privileges and immunities from liability and exemptions from laws ordinances rules and common law which apply to the municipalities and counties of the State of Florida. Nothing in this Contract is intended to inure to the benefit of any third party for the purposes of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

51 **CONFLICT WITH INTERLOCAL AGREEMENT** To the extent any provision herein shall conflict with a provision in the Second Amended Interlocal Agreement the provision in the Second Amended Interlocal Agreement shall be controlling.

52 **GOOD FAITH** The Parties agree to exercise good faith and fair dealing in respect to all matters relating to this Contract

53 **WATER PURCHASE** The Customers shall have a preferential right to purchase water from the Authority The Authority may purchase water from any source available

IN WITNESS WHEREOF the Authority Manatee Charlotte DeSoto Sarasota and North Port have executed this Contract on the day month and year first above written

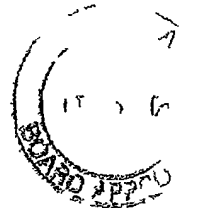
PEACE RIVER/MANASOTA REGIONAL
WATER SUPPLY AUTHORITY

WITNESS

Edward Yates
Linda Stewart

By Patricia M Glass
Date October 5 2005

Approved as to form
Joseph M
Attorney for Peace River/Manasota
Regional Water Supply Authority



STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements personally appeared Patricia M Glass to me known to be the person described in and who executed the foregoing instrument on behalf of the Peace River/Manasota Regional Water Supply Authority and Patricia M Glass acknowledged before me that Patricia M Glass executed same as a free act and deed for the uses and purposes therein stated

WITNESS my hand and official seal in the County and State last aforesaid this 5th day of October 2005

Edward Yates
Notary Public My
Commission
Expires



WITNESS

[Signature]
[Signature]

CHARLOTTE COUNTY
BOARD OF COUNTY COMMISSIONERS

By [Signature]
Sara J Devos Chairman
Date 9/29/05

Approved as to form

[Signature]
Attorney for Charlotte County MB
Janette S Knowlton
LR #05-43

ATTEST

Barbara T Scott, Clerk of Circuit
Court and Ex-Officio Clerk to the
Board of County Commissioners

By [Signature]
Deputy Clerk

STATE OF FLORIDA
COUNTY OF CHARLOTTE

I HEREBY CERTIFY that on this day before me an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements personally appeared Sara J Devos, to me known to be the person described in and who executed the foregoing instrument on behalf of the Charlotte County, and _____ acknowledged before me that _____ executed same as a free act and deed for the uses and purposes therein stated

WITNESS my hand and official seal in the County and State last aforesaid this 29th day of September, 2005

[Signature]

Notary Public My
Commission
Expires

NOTARY PUBLIC STATE OF FLORIDA
Stacey K Miller
Commission # DD448505
Expires JULY 07 2009
Bonded Thru Atlantic Bonding Co Inc

DESOTO COUNTY

WITNESS

Giang M. Coffey
Donna F. Holt

By Ronald P Neads
Date September 13, 2005

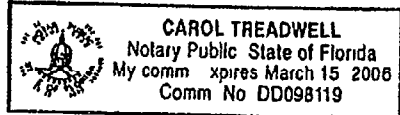
Approved as to form
[Signature]
Attorney for DeSoto County

STATE OF FLORIDA
COUNTY OF DESOTO

I HEREBY CERTIFY that on this day before me an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements personally appeared RONALD P NEADS to me known to be the person described in and who executed the foregoing instrument on behalf of the DeSoto County and RONALD P. NEADS acknowledged before me that RONALD P NEADS executed same as a free act and deed for the uses and purposes therein stated

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of September 2005

Carol Treadwell
Notary Public My
Commission
Expires



Peace River/Manasota Regional Water Supply Authority Master Water Supply Contract

WITNESS

MANATEE COUNTY

By [Signature]

Date 9/30/05



Approved as to form
Not applicable
Attorney for Manatee County

ATTEST: R B SHORE
Clerk of the Circuit Court

By [Signature]

STATE OF FLORIDA
COUNTY OF MANATEE

I HEREBY CERTIFY that on this day before me an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements personally appeared, _____ to me known to be the person described in and who executed the foregoing instrument on behalf of the Manatee County and _____ acknowledged before me that _____ executed same as a free act and deed for the uses and purposes therein stated

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____ 2005

Notary Public My
Commission
Expires

SARASOTA COUNTY

WITNESS

Kathleen Schneider
Jan Gray

By Paul H. Klier

Date 12-1-05

Approved as to form

John Smith
Attorney for Sarasota County

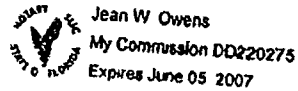
KS

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements personally appeared Paul H. Klier to me known to be the person described in and who executed the foregoing instrument on behalf of the Sarasota County and _____, acknowledged before me that _____ executed same as a free act and deed for the uses and purposes therein stated

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of September 2005

Jean W. Owens
Notary Public My
Commission
Expires



CITY OF NORTH PORT

WITNESS

Babara Cross
Cynthia Mick

By Richard A. Lockhart, Commission Chair
Date October 4, 2005

Approved as to form
Robert K. Rol
Attorney for City of North Port

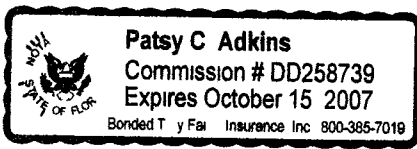
ATTEST
Allen M. Raimbeau
Allen M. Raimbeau CMC
Clerk

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements personally appeared Commissioner Richard A. Lockhart to me known to be the person described in and who executed the foregoing instrument on behalf of the City of North Port and Commissioner Richard A. Lockhart acknowledged before me that Commissioner Richard A. Lockhart executed same as a free act and deed for the uses and purposes therein stated

WITNESS my hand and official seal in the County and State last aforesaid this 4th day of October 2005

Patsy C Adkins
Notary Public My
Commission
Expires October 15, 2007



PR Contract Exhibits

- A DESOTO PAYMENT
- B WATER ALLOCATION
- C NEW WATER SUPPLY DEMANDS
- D REGIONAL TRANSMISSION SYSTEM DELIVERY POINTS
- E REGIONAL TRANSMISSION SYSTEM HYDRAULIC CAPACITY ENTITLEMENT
- F COST ALLOCATION PERCENTAGES
- G REGIONAL EXPANSION PROGRAM
- H WATER ALLOCATION BY PROJECT
- I DESOTO EXISTING WATER SOURCES TO REMAIN AFTER DESIGNATION OF THE AUTHORITY AS EXCLUSIVE PROVIDER
- J PEACE RIVER REGIONAL WATER TREATMENT FACILITY – ANNUAL CAPITAL COMPONENT CHARGE REDEMPTION PROVISION

EXHIBIT "A"**DeSoto Payment Schedule**

DeSoto Payment (Annual Assessment)					
Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Total
FY05	\$368 564	\$15 889	\$101 111	\$34 436	\$520 000
FY06	\$368 564	\$15 889	\$101 111	\$34 436	\$520 000
FY07	\$368 564	\$15 889	\$101 111	\$34 436	\$520 000
FY08	\$368 564	\$15 889	\$101,111	\$34 436	\$520 000
FY09	\$361 403	\$15 424	\$177 073	\$44 346	\$598 247
FY10	\$363 140	\$15 341	\$244 396	\$53 586	\$676 463
FY11	\$369 266	\$15 482	\$303 326	\$61 927	\$750,000
FY12	\$369 266	\$15 482	\$303 326	\$61 927	\$750 000
FY13	\$369 266	\$15 482	\$303 326	\$61 927	\$750,000
FY14	\$369 266	\$15 482	\$303 326	\$61 927	\$750 000
Remaining Years	\$369 266	\$15 482	\$303 326	\$61 927	\$750 000

EXHIBIT 'B

Water Allocation

Annual Average Daily (MGD)					
Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Total
FY05	12 525	0 535	3 048	1 192	17 300
FY06	12 758	0 550	3 500	1 192	18 000
FY07	12 758	0 550	3 500	1 192	18 000
FY08	12 758	0 550	3 500	1 192	18 000
FY09	13 895	0 593	6 808	1 705	23 001
FY10	15 031	0 635	10 116	2 218	28 000
FY11	16 100	0 675	13 225	2 700	32 700
FY12	16 100	0 675	13 225	2 700	32 700
FY13	16 100	0 675	13 225	2 700	32 700
FY14	16 100	0 675	13 225	2 700	32 700
Remaining Years	16 100	0 675	13 225	2 700	32 700

Peak Monthly Average Day (MGD)					
Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Total
FY05	15 030	0 642	3 658	3 146	22 476
FY06	15 310	0 660	4 200	3 146	23 316
FY07	15 310	0 660	4 200	3 146	23 316
FY08	15 310	0 660	4 200	3 146	23 316
FY09	16 187	0 690	7 931	3 146	27 954
FY10	17 512	0 740	11 785	3 146	33 183
FY11	18 757	0 786	15 407	3 146	38 096
FY12	18 757	0 786	15 407	3 146	38 096
FY13	18 757	0 786	15 407	3 146	38 096
FY14	18 757	0 786	15 407	3 146	38 096
Remaining Years	18 757	0 786	15 407	3 146	38 096

Maximum Day (MGD)					
Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Total
FY05	17 535	0 749	4 267	3 780	26 331
FY06	17 861	0 770	4 900	3 780	27 311
FY07	17 861	0 770	4 900	3 780	27 311
FY08	17 861	0 770	4 900	3 780	27 311
FY09	19 453	0 830	9 531	3 780	33 594
FY10	21 043	0 889	14 162	3 780	39 874
FY11	22 540	0 945	18 515	3 780	45 780
FY12	22 540	0 945	18 515	3 780	45 780
FY13	22 540	0 945	18 515	3 780	45 780
FY14	22 540	0 945	18 515	3 780	45 780
Remaining Years	22 540	0 945	18 515	3 780	45 780

Annual Average Day Peak Monthly Average Day Maximum Day are expressed in million gallons per day (MGD)

**EXHIBIT C
New Water Supply Demands**

Annual Average Day (MGD)					
Fiscal Year	Charlotte Co	DeSoto Co	Sarasota Co	North Port	Total
FY05	0 000	0 000	0 000	0 000	0 000
FY06	0 000	0 153	0 000	0 808	0 961
FY07	0 000	0 578	0 000	1 558	2 136
FY08	0 000	1 200	0 000	2 308	3 508
FY09	0 000	2 080	0 000	2 065	4 145
FY10	0 000	3 114	0 000	2 082	5 196
FY11	1 658	3 429	0 000	2 200	7 287
FY12	1 658	3 785	0 000	2 700	8 143
FY13	1 658	4 140	3 000	3 200	11 998

Peak Monthly Average Day (MGD)					
Fiscal Year	Charlotte Co	DeSoto Co	Sarasota Co	North Port	Total
FY05	0 000	0 000	0 000	0 000	0 000
FY06	0 000	0 184	0 000	1 547	1 731
FY07	0 000	0 694	0 000	2 731	3 425
FY08	0 000	1 440	0 000	3 714	5 154
FY09	0 000	2 496	0 000	4 740	7 236
FY10	0 000	3 737	0 000	5 255	8 992
FY11	0 000	4 115	0 000	5 825	9 940
FY12	1 990	4 542	0 000	6 229	12 761
FY13	1 990	4 968	3 600	6 599	17 157

Maximum Day (MGD)					
Fiscal Year	Charlotte Co	DeSoto Co	Sarasota Co	North Port	Total
FY05	0 000	0 000	0 000	0 000	0 000
FY06	0 000	0 214	0 000	2 460	2 674
FY07	0 000	0 809	0 000	4 010	4 819
FY08	0 000	1 680	0 000	5 285	6 965
FY09	0 000	2 912	0 000	6 606	9 518
FY10	0 000	4 360	0 000	7 245	11 605
FY11	0 000	4 801	0 000	7 950	12 751
FY12	2 321	5 299	0 000	8 430	16 050
FY13	2 321	5 796	4 200	8 860	21 177

Annual Average Day Peak Month Average Day Peak Day are expressed in million gallons per day (MGD)

EXHIBIT ' D

**Regional Transmission System
Delivery Points**

	Delivery Points	Pressure (5)
36 Inch/12 Inch RTS (1)	<u>Charlotte County</u> <ul style="list-style-type: none"> • Harbor Boulevard @ Bachman • Kings Highway @ DeSoto/Charlotte County Line <u>DeSoto County</u> <ul style="list-style-type: none"> • Pem Brook Pines • Kings Highway @ Lake Suzy Utilities City of North Port • Raintree @ Serris Drive 	65 psi
42 Inch RTS (2)	<u>Sarasota County</u> <ul style="list-style-type: none"> • T Mabry Carlton Jr WTP 	20 psi
24 Inch Kings Highway RTS (3)	<u>Charlotte County</u> <ul style="list-style-type: none"> • Kings Highway @ Kingsway Circle <u>DeSoto County</u> <ul style="list-style-type: none"> • Kings Highway @ Riverside RV Park • Kings Highway @ Peace River Street* • Kings Highway @ adjacent to Lake Suzy* 	65 psi
20 Inch DeSoto Regional Pipeline (4)	<u>DeSoto County</u> <ul style="list-style-type: none"> • 8 delivery points along the transmission line as identified in the contract* 	65 psi

- (1) The 36 Inch/12 Inch RTS consists of approximately 7 miles of 36 inch pipeline starting at the Peace River Water Treatment Facility and ending south of the Charlotte/Sarasota County border and 12-inch pipeline extending from the 36 inch pipeline at the DeSoto/Sarasota County border south to Kings Highway and ending at the DeSoto/Charlotte County line
- (2) The 42 inch RTS consists of approximately 23 miles of 42 inch pipeline starting at the Peace River Water Treatment Facility and ending at the T Mabry Carlton Jr Water Treatment Plant in Sarasota County
- (3) The 24 inch Kings Highway RTS consists of approximately 5 miles of 24 inch pipeline starting at the Peace River Water Treatment Facility and paralleling Kings Highway ending at the DeSoto Charlotte County line See contract entitled Kings Highway

Segment Regional Transmission System Pipeline Agreement between The Peace River/Manasota Regional Water Supply Authority and Charlotte County dated October 27 1998

- (4) The 20 Inch DeSoto Regional Pipeline See contract entitled DeSoto County Regional Pipeline Extension Amended Pipeline Agreement dated June 21 2004
- (5) Water pressure at delivery points at a quantity no greater than the average annual daily rate as designated on Exhibit B or as specifically designated by the Authority for a delivery point
- * Future Delivery Points already in planning design or construction

EXHIBIT 'E

**Regional Transmission System
Hydraulic Capacity Entitlement**

	Charlotte County	DeSoto County	Sarasota County	City of North Port
36 Inch/12 Inch RTS (1)	89.65%	0.42%	0.000	9.93%
42 Inch RTS (2)	0.000	0.000	100%	0.000
24 Inch Kings Highway RTS (3)	80%	20%	0.000	0.000
20 Inch DeSoto(4)	0.000	3.1 MGD	0.000	0.000

- (1) The 36 Inch 12 Inch RTS consists of approximately 7 miles of 36 inch pipeline starting at the Peace River Water Treatment Facility and ending south of the Charlotte/Sarasota County border and 12 inch pipeline extending from the 36 inch pipeline at the DeSoto/Sarasota County border south to Kings Highway and ending at the DeSoto/Charlotte County line
- (2) The 42 inch RTS consists of approximately 23 miles of 42 inch pipeline starting at the Peace River Water Treatment Facility and ending at the T Mabry Carlton Jr Water Treatment Plant in Sarasota County
- (3) The 24 inch Kings Highway RTS consists of approximately 5 miles of 24 inch pipeline starting at the Peace River Water Treatment Facility and paralleling Kings Highway ending at the DeSoto/Charlotte County line See contract entitled Kings Highway Segment Regional Transmission System Pipeline Agreement between The Peace River/Manasota Regional Water Supply Authority and Charlotte County dated October 27 1998
- (4) The 20 Inch DeSoto Regional Pipeline See contract entitled DeSoto County Regional Pipeline Extension Amended Pipeline Agreement dated June 21 2004

Current pipelines are more than adequate to transport Charlotte's 16.1 MGD to its water system

EXHIBIT "F"

COST ALLOCATION PERCENTAGES

	<u>Charlotte</u>	<u>DeSoto</u>	<u>Sarasota</u>	<u>North Port</u>
Peace River Regional Water Treatment Facility (1991 Facility) Cost Allocation	89.65%	0.42%	0.00%	9.93%
PRO Cost Allocation	33.33%	8.33%	58.34%	0.00%
REP Cost Allocation*	27.21%	0.81%	61.72%	10.26%

* The REP cost allocation percentages were applied to the total oversized facilities payment to Charlotte for the REP however Charlotte paid in advance for its portion so that payment by the remaining participating Customers is made pursuant to the cost allocation percentages in Section 18.2 as follows: Sarasota paying 85.62%, North Port paying 13.28% and DeSoto paying 1.1%.

EXHIBIT 'G'

Regional Expansion Program Proposed Project Plan

Authority Water Supply Facilities Overview

The Authority Water Supply Facilities located in DeSoto County provide public drinking water to residents of Charlotte DeSoto and Sarasota counties. The facilities allow for the use of surface water to alleviate further stress on groundwater supplies and resultant degradation in the Southern Water Use Caution Area (SWUCA).

The Regional Expansion Program (REP) is to build out the Authority Water Supply Facilities to its existing water use permit (WUP) capacity and intended to meet water demand in the Authority's system service area as detailed in Figure A attached. The issuance of the WUP in 1996 provides for expansion of the Authority Water Supply Facilities to meet an anticipated demand of 32.7 million gallons per day (MGD) by the year 2016. The permit includes future water quantities to meet the needs of Charlotte DeSoto and Sarasota counties and the City of North Port.

The Authority Water Supply Facilities have a current delivery capacity to supply 18 MGD of water and is located next to the Peace River in southwest DeSoto County. The Authority Water Supply Facilities utilizes the Peace River as a primary source and integrates the use of an off stream reservoir for raw water storage and aquifer storage and recovery (ASR) wellfield for treated water storage. The reservoir and ASR wellfield are used for source supply when river flow is below minimum limits for withdrawal or when river water quality is poor.

PROJECT Description

The existing water treatment plant capacity is 24 MGD to provide for ASR recharge capacity. The treatment process provides for color removal of surface water including alum coagulation, filtration and disinfection. Build out of the facility to meet projected water demands projected within the WUP of 32.7 MGD by 2016 is proposed by the Authority's Regional Expansion Program. The Southwest Florida Water Management District ('SWFWMD') issued a WUP to the Authority in 1996 that allows for withdrawal from the Peace River to meet a demand of 32.7 MGD. The term of the permit is for 20 years through 2016.

The source of raw water for the Authority Water Supply Facilities is the Peace River. Under the SWFWMD's WUP issued to the AUTHORITY, the AUTHORITY can divert up to 10 percent of the Peace River flow to the Authority Water Supply Facilities when flow exceeds 130 cubic feet per second (cfs). During periods of high flows from the Peace River, raw water is stored in an off stream reservoir and any water after treatment in excess of customers' demand is stored in the ASR wellfield which consists of 21 ASR wells. When the conditions of the Peace River are such that the ability to withdraw from the river is partially or completely eliminated, the off stream reservoir and ASR wellfield are utilized to meet the water supply demands of the Authority's customers.

The Authority's Regional Expansion Program will provide expanded facilities to provide the ability to deliver the total allocation of 32.7 MGD to the Authority's customers. The PROJECT includes expanding the raw water reservoir capacity with a second new off stream reservoir with a capacity of 6 billion gallons, increasing the water treatment plant capacity by 24 MGD and extension of the regional transmission system to serve areas of DeSoto County.

Regional Reservoir Expansion

The existing off stream reservoir capacity is approximately 0.6 billion gallons for the purpose of storing raw water withdrawn from the Peace River. The reservoir is used for raw water supply to the Authority Water Supply Facilities when river flow is below minimum limits for withdrawal or when river water quality is poor. The proposed Regional Reservoir Expansion is to provide approximately 6 billion gallons of additional storage, resulting in a total reservoir storage capacity of approximately 6.6 billion gallons. This storage volume is required to provide a sustainable supply to meet the Authority's customers' demand during dry periods when withdrawal from the Peace River is limited in order to maintain minimum flow to the downstream estuary and Charlotte Harbor.

The new reservoir will be an above-ground basin formed by an engineered earthen embankment approximately 30 feet above existing ground surface. The embankment will consist of compacted fill with a geosynthetic membrane and an impervious water retaining zone within the embankment. A soil bentonite slurry wall will be installed extending from the geosynthetic membrane zone to the underlying clay layer to cut off underseepage beneath the embankment. In addition, an internal chimney drain will be installed to intercept potential seepage through the embankment. A perimeter seepage collection ditch will be constructed at the downstream toe of the embankment to collect and convey seepage. Access to the reservoir will be limited for security reasons.

Mitigation for the reservoir impacts is planned through restoration of the RV Griffin Reserve. This reservoir is the largest surface area that can reasonably be built on the site without the need for off site mitigation of on site wetland impacts.

New piping to pump up to 90 MGD of raw water from the river to the reservoir and piping to transfer water from the new reservoir to the existing reservoir is also included in the project. The PROJECT includes design, permitting and construction of the reservoir expansion, including raw water piping improvement to improve the ability to divert raw water from the Peace River to the Reservoir.

The reservoir expansion will be located on AUTHORITY property and the RV Griffin Reserve owned by the SWFWMD. The land use plan presented in "A Plan for the Use and Management of the RV Griffin Reserve" (SWFWMD November 1996) provides a conceptual siting of a reservoir expansion.

Peace River Water Treatment Plant Treatment Capacity Expansion

The current water treatment plant treatment capacity is 24 MGD. The proposed expansion is anticipated to provide an additional 24 MGD of treatment capacity and result in a total capacity of 48 MGD. The facility expansion is to include raw water pumping (river and reservoir), powder

activated carbon (PAC) contact basins rapid mix flocculation and sedimentation basins filters chlorine contact basins chemical feed systems above ground storage tanks high service pumping backwash recovery basins residual thickening and mechanical dewatering system instrumentation and controls The additional treatment components will be incorporated into the existing treatment scheme and supervisory control and data acquisition (SCADA) system The expansion also includes the construction of an operations center

Improvements to the river raw water pump station will include the addition of new river pumps to increase the installed diversion pumping capacity to 90 MGD consistent with the maximum day withdrawal allowed by the Authority's WUP and construction of a second 48 inch raw water pipeline from the river pumping station to the reservoir site

New pumps will be added to the existing reservoir pumping station to increase the reservoir pumping capacity to a firm capacity of 54 MGD of raw water from the reservoir to the treatment plant A new 30 inch pipeline from the reservoir pump station to the treatment plant is also planned to accommodate the increased capacity of the reservoir pumping station

DeSoto County Regional Transmission System Extension

The DeSoto County Regional Transmission System (RTS) extension will provide transmission of potable water from the Authority Water Supply Facilities to extended areas of DeSoto County The RTS extension consists of approximately 5 miles of 20 inch diameter pipeline from the Peace River Facility to an end point at U S 17 and Enterprise Drive where it connects to the DeSoto County utility system The pipeline route is adjacent to County Road 761 and U S 17 and is entirely within DeSoto County

The RTS is sized beyond DeSoto's need to provide the capacity for potential future expansion of the Authority Water Supply Facilities to locations beyond DeSoto County and future interconnection with other neighboring utilities within DeSoto and Charlotte counties Further interconnection of utility systems would enhance regional supply management and provide the opportunity to rotate and rest sources of supply

Schedule

The anticipated schedule is provided in Table 1

**Table 1
Authority Water Supply Facilities Expansion
Project Schedule**

	Regional Reservoir Expansion	Water Treatment Plant Expansion	DeSoto County RTS Extension
Consultant Selection	Completed	Completed	Completed
Expansion Analysis	Completed	Completed	Completed
Water Quality Master Plan Update	N/A	Completed	N/A
Basis of Design Report	September 2005	September 2005	Completed
Permitting	September 2006	September 2006	Completed
Detailed Plans and Specifications	September 2006	September 2006	Completed
Bidding	November 2006	November 2006	Completed
Award Construction Contract	December 2006	December 2006	Completed
Project Substantial Completion*	October 2008	October 2008	September 2005
Final Completion of Construction	March 2009	March 2009	September 2005

*Project Substantial Completion is the beneficial use of the facilities to produce and deliver water

Costs

The summary of probable costs (2005 dollars) is provided in Table 2

**Table 2
Authority Water Supply Facilities Expansion
Summary of Probable Costs**

Activity	Total Project Cost
Regional Reservoir Expansion	\$49 000 000
Water Treatment Plant Expansion	\$70 768 000
DeSoto County RTS Extension	<u>\$3,632,000</u>
TOTAL REP COST	\$123 400 000

The probable costs shown are hard costs for engineering services and construction. The costs do not include Authority administrative costs or cost of bond issuance.

EXHIBIT 'H
Water Allocation by Project

	Charlotte	DeSoto	Sarasota	North Port
Peace River Regional Water Supply Facility (1991 Facility)	10 758	0 050	0 000	1 192
PRO Water Allocation	2 000	0 500	3 500	0 000
REP Water Allocation	3 342	0 125	9 725	1 508

EXHIBIT "I

**DeSoto Existing Water Sources to Remain After Designation
of the Authority as Exclusive Provider**

- 1) Sources associated with that certain Interlocal Bulk Water and Wastewater Supply Agreement Between the City of Arcadia and DeSoto County dated January 30 2001
- 2) The Reverse Osmosis Facility at DeSoto Correctional Institute
- 3) The Reverse Osmosis Facility at the G Perce Wood Memorial Hospital Facility

EXHIBIT "J"

**Peace River Regional Water Treatment Facility – Annual Capital
Component Charge Redemption Provision**

Annual Capital Component Charge After REP Oversized Capacity Payment made to Charlotte County of \$3 287 098 00	\$1 971 557 00
Monthly Capital Component Charge payable To Charlotte County beginning January 1 2006 Through and including October 1 2021	\$ 164 296 42
Level Debt Service Factor based on Allocable Amount of Bond Issue related to Peace River Facility	7 491893%
Redemption value of Capital Component Charge Assuming a Series 2005 bond closing of December 14 2005 and a Level Debt Service Factor of 7 491893% (Illustrative purposed only)	\$18 299 274 17

Redemption of Annual Capital Component Charge

Upon mutual agreement between the Authority and Charlotte the remaining Annual Capital Component Charges of \$1 971 557 00 can be redeemed on any date at the following redemption price

The sum of the present values of the remaining scheduled Annual Capital Component Charges on a monthly basis (\$164 296 42) discounted to the date of redemption on a monthly basis (assuming a 360 day year consisting of twelve 30 day months) at the Capital Component Charge for Peace River Regional Water Treatment Facility – level debt service factor based on allocable amount of 7 491893%

**FIRST AMENDMENT TO PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY
AUTHORITY MASTER WATER SUPPLY CONTRACT**

THIS FIRST AMENDMENT TO PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY MASTER WATER SUPPLY CONTRACT (this Amendment) is made and entered into as of the 4th day of JUNE 2008 by and between the **PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY** a regional water supply authority created and existing pursuant to Sections 373 196 373 1962 and 163 01 Florida Statutes and other applicable law acting by and through its Board of Directors the governing board thereof (Authority) **MANATEE COUNTY** a political subdivision of the State of Florida acting by and through its Board of County Commissioners the governing board thereof (Manatee) **CHARLOTTE COUNTY** a political subdivision of the State of Florida acting by and through its Board of County Commissioners the governing board thereof (Charlotte) **DeSOTO COUNTY** a political subdivision of the State of Florida acting through its Board of County Commissioners the governing board thereof (DeSoto) **SARASOTA COUNTY** a political subdivision of the State of Florida acting by and through its Board of County Commissioners the governing board thereof (Sarasota) and the **CITY OF NORTH PORT** a municipal corporation of the State of Florida acting by and through its Board of City Commissioners the governing board thereof (North Port) (collectively Customers)

WITNESSETH

WHEREAS the Authority and Customers entered into the Peace River Manasota Regional Water Supply Authority Master Water Supply Contract effective October 5 2005 (the Agreement) and

WHEREAS pursuant to the Agreement each Customer submitted to the Authority a report which identified its projections for Authority Supplied Water each Customer identified that quantity of water it shall purchase from the Authority in the designated Contract Year For the initial time period through Contract Year 2013 the New Water Supply Demands in Exhibit C was the water each Customer irrevocably committed to purchase from the Authority and the Authority agreed to supply such water and

WHEREAS, at the time Customers submitted their New Water Supply Demands to the Authority in 2005 Customers were experiencing rapid population growth and intense development and

WHEREAS, the Customers have since submitted their New Water Supply Demands to the Authority in 2008 the rapid population growth and intense development previously experienced by the Customers has declined and

WHEREAS, the Agreement may only be amended by a writing duly executed by the Authority Manatee Charlotte DeSoto Sarasota and North Port and pursuant to the terms and conditions of the Agreement

NOW, THEREFORE, in consideration of the foregoing recitals Authority and the Customers hereby agree as follows

1 **Incorporation of Recitals** The foregoing recitals are true and correct and are incorporated herein by reference

2 **Amendments**

2.1 Exhibit C of the Agreement entitled New Water Supply Demands is hereby deleted in its entirety and replaced with the amended Exhibit C attached to this amendment

3 **Ratification** The terms and conditions of the Agreement as amended by this Amendment are hereby ratified and confirmed by the parties

IN WITNESS WHEREOF the Authority Manatee Charlotte DeSoto Sarasota and North Port have caused this Amendment to be executed effective as of the date first above written

IN WITNESS WHEREOF have executed this Contract on the day month and year first above written

PEACE RIVER MANASOTA REGIONAL
WATER SUPPLY AUTHORITY

WITNESS

Sonda Stewart

By Shannon Staub
Shannon Staub Chairman



Edward Yates

Date 6-4-08

Approved as to form

Edward Yates

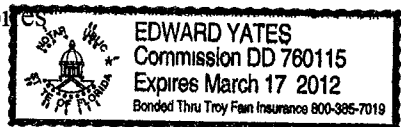
Attorney for Peace River Manasota Regional
Water Supply Authority

STATE OF FLORIDA
COUNTY OF MANATEE

I HEREBY CERTIFY that on this day before me an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements personally appeared Shannon Staub to me known to be the person described in and who executed the foregoing instrument on behalf of the Peace River Manasota Regional Water Supply Authority and Shannon Staub acknowledged before me that Shannon Staub executed same as a free act and deed for the uses and purposes therein stated

WITNESS my hand and official seal in the County and State last aforesaid this 4th
day of June 2008

Edward Yates
Notary Public My
Commission

Expires 

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY

By [Signature]
Thomas C D'Aprile Chairman

Date _____

ATTEST

Barbara T Scott Clerk of Circuit
Court and Ex Officio Clerk to the
Board of County Commissioners

By [Signature]
5/13/08 Deputy Clerk JAGR 2005 048

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

[Signature]
Janette S Knowlton County Attorney MB
LR #08-43

STATE OF FLORIDA
COUNTY OF CHARLOTTE

I HEREBY CERTIFY that on this day before me an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements personally appeared Tom D'Aprile to me known to be the person described in and who executed the foregoing instrument on behalf of Charlotte County and _____ acknowledged before me that TOM D'APRILE executed same as a free act and deed for the uses and purposes therein stated

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of May 2008

[Signature]
Notary Public
My Commission Expires

NOTARY PUBLIC STATE OF FLORIDA
Bonnie S Stoner
Commission D0447969
Expires JULY 26 2009
Bor... T... At C I

DESOTO COUNTY
BOARD OF COUNTY COMMISSIONERS

WITNESS

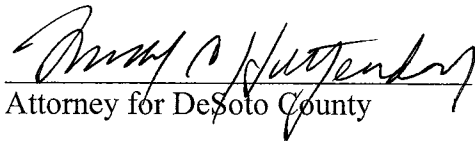


Carol Inadwell

By I Felton Garner

Date May 16, 2008

Approved as to form


Attorney for DeSoto County

STATE OF FLORIDA
COUNTY OF FLORIDA

I HEREBY CERTIFY that on this day before me an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements personally appeared I Felton Garner to me known to be the person described in and who executed the foregoing instrument on behalf of DeSoto County and he acknowledged before me that he executed same as a free act and deed for the uses and purposes therein stated

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of May 2008



Notary Public My
Commission
Expires

BETTY PHILLIPS
Notary Public, State of Florida
My comm. expires Dec. 18, 2011
Comm. No. DD741978

2
1994
1
1994
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1994

MANATEE COUNTY
BOARD OF COUNTY COMMISSIONERS

WITNESS

_____ By *[Signature]*

_____ Date 4/22/08

Approved as to form

Attorney for Manatee County

ATTEST R B SHORE
CLERK OF CIRCUIT COURT
BY *[Signature]*
SUSAN G. ROMINE DEPUTY CLERK



STATE OF FLORIDA
COUNTY OF MANATEE

I HEREBY CERTIFY that on this day before me an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements personally appeared _____ to me known to be the person described in and who executed the foregoing instrument on behalf of Manatee County and _____ acknowledged before me that _____ executed same as a free act and deed for the uses and purposes therein stated

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____ 2008

Notary Public My
Commission
Expires

SARASOTA COUNTY
BOARD OF COUNTY COMMISSIONERS

WITNESS

Paula J. Montomas

By Shannon Stubbs

Debraan Sheffer

Date 5/13/2008

Approved as to form

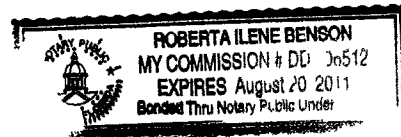
[Signature]
Attorney for Sarasota County KD

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements personally appeared Shannon Stubbs to me known to be the person described in and who executed the foregoing instrument on behalf of Sarasota County and _____ acknowledged before me that _____ executed same as a free act and deed for the uses and purposes therein stated

WITNESS my hand and official seal in the County and State last aforesaid this 13th day of May 2008

Roberta Ilene Benson
Notary Public My
Commission
Expires



WITNESS

Patricia A Edwards

Lida Strong

CITY OF NORTH PORT

By

[Signature]

Date

April 28, 2008

Approved as to form

Robert K Pol

Attorney for City of North Port

ATTEST

[Signature]

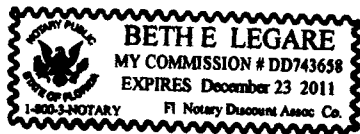
Helen M Raimbeau CMC
City Clerk

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements personally appeared FRED E TOWRE III to me known to be the person described in and who executed the foregoing instrument on behalf of the City of North Port and _____ acknowledged before me that _____ executed same as a free act and deed for the uses and purposes therein stated

WITNESS my hand and official seal in the County and State last aforesaid this 30 day of April 2008

Beth E Legare
Notary Public My
Commission
Expires 12/23/11



**EXHIBIT C
New Water Supply Demands**

Annual Average Daily Quantity (MGD)						
Fiscal Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY08	0 000	0 000	0 000	0 000	0 250	0 250
FY09	0 000	0 000	0 000	0 000	0 250	0 250
FY10	0 000	0 032	0 000	0 000	0 250	0 282
FY11	0 000	0 123	0 000	0 000	0 250	0 373
FY12	0 000	0 279	0 000	0 000	0 250	0 529
FY13	0 000	0 409	0 000	0 000	0 400	0 809
FY14	1 658	0 539	0 000	0 000	0 500	2 697
FY15	1 658	0 763	0 000	0 000	0 500	2 921

Peak Month Average Daily Quantity (MGD)						
Fiscal Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY08	0 000	0 000	0 000	0 000	0 400	0 400
FY09	0 000	0 000	0 000	0 000	0 400	0 400
FY10	0 000	0 038	0 000	0 000	0 400	0 438
FY11	0 000	0 148	0 000	0 000	0 400	0 548
FY12	0 000	0 335	0 000	0 000	0 400	0 735
FY13	0 000	0 491	0 000	0 000	0 600	1 091
FY14	1 990	0 647	0 000	0 000	1 000	3 637
FY15	1 990	0 916	0 000	0 000	1 000	3 906

Maximum Daily Quantity (MGD)						
Fiscal Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY08	0 000	0 000	0 000	0 000	0 500	0 500
FY09	0 000	0 000	0 000	0 000	0 500	0 500
FY10	0 000	0 045	0 000	0 000	0 500	0 545
FY11	0 000	0 172	0 000	0 000	0 500	0 672
FY12	0 000	0 391	0 000	0 000	0 500	0 891
FY13	0 000	0 573	0 000	0 000	1 000	1 573
FY14	2 321	0 755	0 000	0 000	1 500	4 576
FY15	2 321	1 068	0 000	0 000	1 500	4 889

Annual Average Day Peak Month Average Day and Maximum Day are expressed in million gallons per day (MGD)

Linda Stewart
9415 Town Center Pkwy
Lakewood Ranch, FL 34602



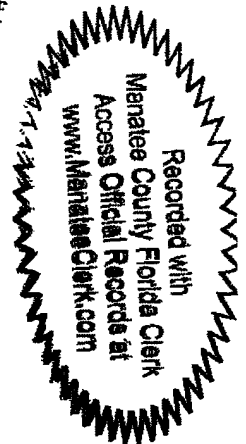
SECOND AMENDMENT TO PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY MASTER WATER SUPPLY CONTRACT

THIS SECOND AMENDMENT TO PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY MASTER WATER SUPPLY CONTRACT (“Second Amendment”) is made and entered into as of the 5th day of AUGUST, 2015, by and between the **PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY**, a regional water supply authority created and existing pursuant to Sections 373.713 and 163.01, Florida Statutes, and other applicable law, acting by and through its governing board (“Authority”); **MANATEE COUNTY**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners (“Manatee”); **CHARLOTTE COUNTY**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, (“Charlotte”); **DESOTO COUNTY**, a political subdivision of the State of Florida, acting through its Board of County Commissioners, (“DeSoto”); **SARASOTA COUNTY**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, (“Sarasota”); and the **CITY OF NORTH PORT**, a municipal corporation of the State of Florida, acting by and through its Board of City Commissioners, (“North Port”) (collectively “Customers”).

WITNESSETH:

WHEREAS, the Authority and Customers entered into the Peace River/Manasota Regional Water Supply Authority Master Water Supply Contract effective October 5, 2005 (“MWSC”) and entered into a First Amendment to Peace River/Manasota Regional Water Supply Authority Master Water Supply Contract on June 4th, 2008; and

WHEREAS, the Authority and Charlotte County entered into an Interlocal Agreement Resolving 1991 Rebuild Project Dispute (“Settlement”) on November 25, 2014. This Settlement, in part, provides for Charlotte County and the Authority to cooperate to modify certain provisions of the MWSC including changing the definition of the term “Renewal and Replacement Costs” and modifying portions of Exhibit B entitled Water Allocation for Sarasota and City of North Port; and,



RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2015098517 13 PG(S)
August 07, 2015 10 51:46 AM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL

CHARLOTTE COUNTY CLERK OF CIRCUIT COURT
OR BOOK: 3999 PAGE 612 PAGE: 1 OF 13
INSTR # 2372563 Doc Type: AGR
Recorded: 8/5/2015 at 12:05 PM
Rec. Fee: RECORDING \$112.00
Cashier By: MICHELED



WHEREAS, pursuant to the MWSC, each Customer submitted to the Authority a report which identified its projections for Authority Supplied Water and the quantity of water it shall purchase from the Authority in the designated Contract Year. The New Water Supply Demands in Exhibit “C” of the MWSC provides for the quantity of water each Customer is irrevocably committed to purchase from the Authority, and the Authority agrees to supply such water; and

WHEREAS, the Customers have sought to modify the MWSC to remove all request for additional water from Exhibit “C” of the MWSC; and

WHEREAS, the MWSC may only be amended by in writing duly executed by the Authority, Manatee, Charlotte, DeSoto, Sarasota and North Port and pursuant to the terms and conditions of the MWSC.

NOW, THEREFORE, in consideration of the foregoing recitals, Authority and the Customers agree as follows:

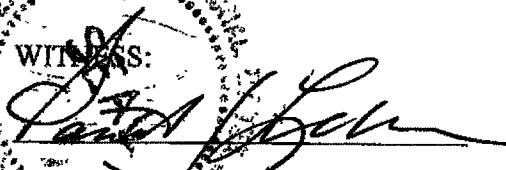
1. **Incorporation of Rights.** The foregoing recitals are true and correct and are incorporated herein by reference.
2. **Amendments.**
 - 2.1 Exhibit “B” of the MWSC, entitled Water Allocation is deleted in its entirety and replaced with the Exhibit “B” table attached to this Second Amendment.
 - 2.2 Exhibit “C” of the MWSC, entitled “New Water Supply Demands” and previously modified by the First Amendment to Peace River/Manasota Regional Water Supply Authority Master Water Supply Contract dated June 4th, 2008, is deleted in its entirety and replaced with the Exhibit “C” table attached to this Second Amendment.
 - 2.3 The definition of Renewal and Replacement Costs at provision 1.36 of the MWSC is deleted in its entirety and replaced with the following: “1.36 Renewal and Replacement Costs. The capital expenditures set forth in the annual budget approved by the Authority for the ordinary renewal, replacement, upgrade and betterment of the Authority Water Supply Facilities. Renewal and Replacement Costs do not include capital expenditures associated with the expansion or addition of water treatment, storage, pumping or transmission capacity.”
 - 2.4 Paragraph 16.7 DeSoto Payment shall be deleted in its entirety and replaced with the following: “16.7 DeSoto Payment. The Authority shall collect from its

Customers in accordance with Exhibit "A", the DeSoto Payment and remit it to DeSoto. If the quantities of water allocated to the Authority under SWFWMD Water Use Permit Number 20010420.008 are modified and Authority Customer's Water Allocation in Exhibit "B" is amended for more than 34.7 MGD (Annual Average Daily) or if additional entities become Customers of the Authority, then the amount and methodology of the DeSoto Payment to be paid shall be readdressed by all Parties to the Contract."

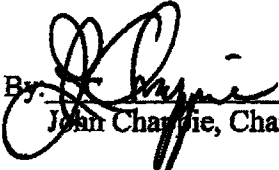
2.5. Exhibit "A" of the MWSC, entitled Water Allocation is deleted in its entirety and replaced with the Exhibit "A" table attached to this Second Amendment.

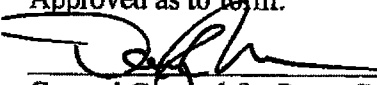
IN WITNESS WHEREOF, the Authority, Manatee, Charlotte, DeSoto, Sarasota, and North Port have caused this Second Amendment to be executed effective as of the date first above written.

IN WITNESS WHEREOF, have executed this Second Amendment on the day, month and year first above written.

WITNESSES:


PEACE RIVER MANASOTA REGIONAL
WATER SUPPLY AUTHORITY

By: 
Jean Charpie, Chairman
Date: August 5, 2015

Approved as to form:

General Counsel for Peace River Manasota
Regional Water Supply Authority

BOARD APPROVED

AUG - 5 2015

**Peace River Manasota
Regional Water Supply Authority**

STATE OF FLORIDA
COUNTY OF MANATEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, John Chappie, to me known to be the person described in and who executed the foregoing instrument on behalf of the Peace River Manasota Regional Water Supply Authority and John Chappie, acknowledged before me that John Chappie, executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this 5th day of August, 2015.



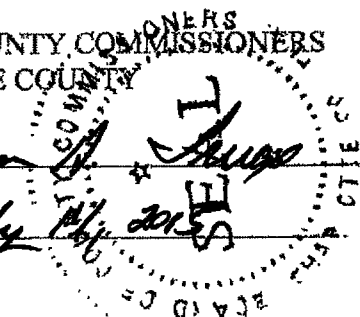
Notary Public
My Commission Expires:



Ann Lee
COMMISSION # FF203768
EXPIRES: February 25, 2019
WWW.AARONNOTARY.COM

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY

By: William A. Angus
Chairman
Date: July 14, 2015



ATTEST:
Barbara T. Scott, Clerk of Circuit
Court and Ex-Officio Clerk to the
Board of County Commissioners

By: Barbara T. Scott
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Janette S. Knowlton
Janette S. Knowlton, County Attorney

STATE OF FLORIDA
COUNTY OF CHARLOTTE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, W^m G. Truex, to me known to be the person described in and who executed the foregoing instrument on behalf of Charlotte County, and NA, acknowledged before me that W^m G. Truex, executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of July, 2015.



Bonnie S. Stoner
Notary Public
My Commission Expires: 7/6/17

DESOTO COUNTY
BOARD OF COUNTY COMMISSIONERS

WITNESS:
Mandy J. Hines
MANDY J. HINES

By: [Signature]
Chair
Date: May 26, 2015

Approved as to form:
[Signature]
Attorney for DeSoto County

STATE OF FLORIDA
COUNTY OF DESOTO

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, Gabriel Duave, to me known to be the person described in and who executed the foregoing instrument on behalf of DeSoto County, and BCCC, acknowledged before me that Gabriel Duave, executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this 3rd day of June, 2015.

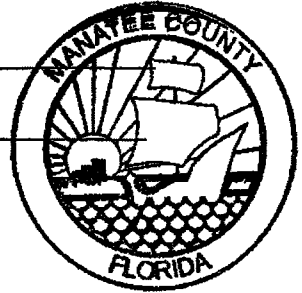
[Signature]
Notary Public
My Commission Expires:



JILL THOMPSON
Notary Public, State of Florida
My Comm. Expires Jan. 28, 2016
Commission No. EE 164393

MANATEE COUNTY
BOARD OF COUNTY COMMISSIONERS

By: *Mary Beuda*
Chair
Date: June 16, 2015



ATTEST: R. B. SHORE
Clerk of Circuit Court

By: *R. B. Shore*
Deputy Clerk

STATE OF FLORIDA
COUNTY OF MANATEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, *Betsy Benac*, to me known to be the person described in and who executed the foregoing instrument on behalf of Manatee County, and _____, acknowledged before me that _____, executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this 16 day of June, 2015.



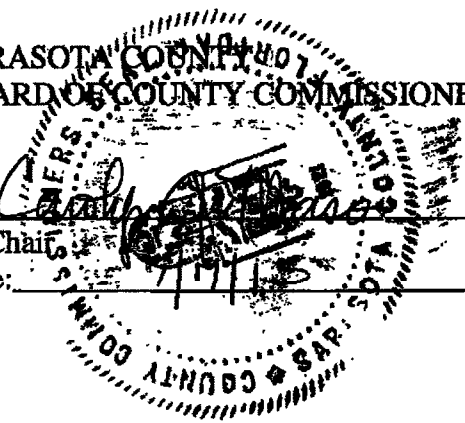
Kathleen C. Ellis
Notary Public
My Commission Expires: 6-17-2015

SARASOTA COUNTY BOARD OF COUNTY COMMISSIONERS

WITNESS:

Charles Maloney

By: [Signature]
Chair
Date: _____



Approved as to form:

[Signature]
Attorney for Sarasota County [Initials]

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, Carolyn J. Mason, to me known to be the person described in and who executed the foregoing instrument on behalf of Sarasota County, and She, acknowledged before me that She, executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this 7th day of July, 2015.

Jo Ann D Mann
Notary Public
My Commission Expires:



CITY OF NORTH PORT

WITNESS:

Beth Scott

By: Ry DiFranco
Mayor

[Signature]

Date: 6-8-15

Approved as to form:

[Signature]
Attorney for City of North Port

ATTEST:
Helen M. Raimbeau
Helen M. Raimbeau, MMC
City Clerk

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, Mayor Rhonda DiFranco, to me known to be the person described in and who executed the foregoing instrument on behalf of the City of North Port, and _____, acknowledged before me that Rhonda DiFranco executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of June, 2015.



Cynthia D. Kelly
Notary Public
My Commission Expires: 11/24/17

EXHIBIT “A”**DeSoto Payment Schedule
(approved 2015)**

DeSoto Payment (Annual Assessment)					
Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Total
FY05	\$368,564	\$15,889	\$101,111	\$34,436	\$520,000
FY06	\$368,564	\$15,889	\$101,111	\$34,436	\$520,000
FY07	\$368,564	\$15,889	\$101,111	\$34,436	\$520,000
FY08	\$368,564	\$15,889	\$101,111	\$34,436	\$520,000
FY09	\$361,403	\$15,424	\$177,073	\$44,346	\$598,247
FY10	\$363,140	\$15,341	\$244,396	\$53,586	\$676,463
FY11	\$369,266	\$15,482	\$303,326	\$61,927	\$750,000
FY12	\$369,266	\$15,482	\$303,326	\$61,927	\$750,000
FY13	\$369,266	\$15,482	\$303,326	\$61,927	\$750,000
FY14	\$369,266	\$15,482	\$303,326	\$61,927	\$750,000
FY15	\$369,266	\$15,482	\$303,326	\$61,927	\$750,000
FY16	\$369,266	\$15,482	\$345,541	\$65,711	\$796,000
Remaining Years	\$369,266	\$15,482	\$345,541	\$65,711	\$796,000

EXHIBIT "B"**Water Allocation
(approved 2015)**

Annual Average Daily (MGD)					
Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Total
FY05	12.525	0.535	3.048	1.192	17.300
FY06	12.758	0.550	3.500	1.192	18.000
FY07	12.758	0.550	3.500	1.192	18.000
FY08	12.758	0.550	3.500	1.192	18.000
FY09	13.895	0.593	6.808	1.705	23.001
FY10	15.031	0.635	10.116	2.218	28.000
FY11	16.100	0.675	13.225	2.700	32.700
FY12	16.100	0.675	13.225	2.700	32.700
FY13	16.100	0.675	13.225	2.700	32.700
FY14	16.100	0.675	13.225	2.700	32.700
FY15	16.100	0.675	13.225	2.700	32.700
FY16	16.100	0.675	15.060	2.865	34.700
Remaining Years*	16.100	0.675	15.060	2.865	34.700

Peak Monthly Average Day (MGD)					
Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Total
FY05	15.030	0.642	3.658	3.146	22.476
FY06	15.310	0.660	4.200	3.146	23.316
FY07	15.310	0.660	4.200	3.146	23.316
FY08	15.310	0.660	4.200	3.146	23.316
FY09	16.187	0.690	7.931	3.146	27.954
FY10	17.512	0.740	11.785	3.146	33.183
FY11	18.757	0.786	15.407	3.146	38.096
FY12	18.757	0.786	15.407	3.146	38.096
FY13	18.757	0.786	15.407	3.146	38.096
FY14	18.757	0.786	15.407	3.146	38.096
FY15	18.757	0.786	15.407	3.146	38.096
FY16	19.320	0.810	18.084	3.438	41.652
Remaining Years*	19.320	0.810	18.084	3.438	41.652

Maximum Day (MGD)					
Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Total
FY05	17.535	0.749	4.267	3.780	26.331
FY06	17.861	0.770	4.900	3.780	27.311
FY07	17.861	0.770	4.900	3.780	27.311
FY08	17.861	0.770	4.900	3.780	27.311
FY09	19.453	0.830	9.531	3.780	33.594
FY10	21.043	0.889	14.162	3.780	39.874
FY11	22.540	0.945	18.515	3.780	45.780
FY12	22.540	0.945	18.515	3.780	45.780
FY13	22.540	0.945	18.515	3.780	45.780
FY14	22.540	0.945	18.515	3.780	45.780
FY15	22.540	0.945	18.515	3.780	45.780
FY16	22.540	0.945	21.084	4.011	48.580
Remaining Years*	22.540	0.945	21.084	4.011	48.580

Annual Average Day, Peak Monthly Average Day, Maximum Day are expressed in million gallons per day (MGD).

*Remaining Years means the remaining years of the term of this MWSC.

EXHIBIT "C"
New Water Supply Demands
 (approved 2015)

Annual Average Daily Quantity (MGD)						
Fiscal Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY15	0.000	0.000	0.000	0.000	0.000	0.000
FY16	0.000	0.000	0.000	0.000	0.000	0.000
FY17	0.000	0.000	0.000	0.000	0.000	0.000
FY18	0.000	0.000	0.000	0.000	0.000	0.000
FY19	0.000	0.000	0.000	0.000	0.000	0.000
FY20	0.000	0.000	0.000	0.000	0.000	0.000
FY21	0.000	0.000	0.000	0.000	0.000	0.000
FY22	0.000	0.000	0.000	0.000	0.000	0.000

Peak Month Average Daily Quantity (MGD)						
Fiscal Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY15	0.000	0.000	0.000	0.000	0.000	0.000
FY16	0.000	0.000	0.000	0.000	0.000	0.000
FY17	0.000	0.000	0.000	0.000	0.000	0.000
FY18	0.000	0.000	0.000	0.000	0.000	0.000
FY19	0.000	0.000	0.000	0.000	0.000	0.000
FY20	0.000	0.000	0.000	0.000	0.000	0.000
FY21	0.000	0.000	0.000	0.000	0.000	0.000
FY22	0.000	0.000	0.000	0.000	0.000	0.000

Maximum Daily Quantity (MGD)						
Fiscal Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY15	0.000	0.000	0.000	0.000	0.000	0.000
FY16	0.000	0.000	0.000	0.000	0.000	0.000
FY17	0.000	0.000	0.000	0.000	0.000	0.000
FY18	0.000	0.000	0.000	0.000	0.000	0.000
FY19	0.000	0.000	0.000	0.000	0.000	0.000
FY20	0.000	0.000	0.000	0.000	0.000	0.000
FY21	0.000	0.000	0.000	0.000	0.000	0.000
FY22	0.000	0.000	0.000	0.000	0.000	0.000

Annual Average Day, Peak Month Average Day and Maximum Day are expressed in million gallons per day (MGD).

**THIRD AMENDED PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY
AUTHORITY MASTER WATER SUPPLY CONTRACT**

THIS THIRD AMENDED PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY MASTER WATER SUPPLY CONTRACT , entered into this ____ day of _____, 2024, by and between the **PEACE RIVER/MANASOTA REGIONAL WATER SUPPLY AUTHORITY**, a regional water supply authority created and existing pursuant to Sections 373.196, 373.1962 and 163.01, Florida Statutes, and other applicable law, acting by and through its Board of Directors, the governing board thereof (“Authority”); **MANATEE COUNTY**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing board thereof (“Manatee”); **CHARLOTTE COUNTY**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing board thereof (“Charlotte”); **DeSOTO COUNTY**, a political subdivision of the State of Florida, acting through its Board of County Commissioners, the governing board thereof (“DeSoto”); **SARASOTA COUNTY**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing board thereof (“Sarasota”); and the **CITY OF NORTH PORT**, a municipal corporation of the State of Florida, acting by and through its Board of City Commissioners, the governing board thereof (“North Port”) (collectively “Customers”).

WITNESSETH:

WHEREAS, the Authority was created for the purpose of developing, storing and supplying water for county and municipal purposes and exists pursuant to the Second Amended Interlocal Agreement Creating the Peace River/Manasota Regional Water Supply Authority executed concurrent with this Contract; and

WHEREAS, the Authority has determined that the potable water supply needs for citizens residing within Charlotte, Manatee, DeSoto and Sarasota Counties and North Port, can best be met in whole or in part by expanding the Authority Water Supply Facilities, in a cooperative and coordinated manner; and

WHEREAS, the Authority and the Customers agree it is necessary to expand Authority Water Supply Facilities to meet the future water supply needs of the Authority’s Customers; and

WHEREAS, it is the intent of the Parties that this Contract govern the operation, maintenance, alteration, replacement and expansion of the Authority Water Supply Facilities; and

WHEREAS, the Authority and its Customers recognize that as a result of increased Customers' demands, the Authority Water Supply Facilities will not satisfy all future Customers' demands and the Authority has begun developing other water supplies; and

WHEREAS, Manatee has projected that it will require of potable water from the Authority by 2038; and

WHEREAS, expansions to the Authority Water Supply Facilities and the design and construction of new Authority Water Supply Sources may be financed for the Customer(s) through the issuance of Authority revenue bonds, capital contributions from the Customer(s), capital contributions from SWFWMD, or other governmental grants, or any combination thereof; and

WHEREAS, the Customers desire to purchase water from the Authority according to the terms and conditions of this Contract, and the Authority desires to provide the Customers water according to the terms and conditions of this Contract; and

WHEREAS, recognizing the benefits provided existing and future Water Supply Sources, the Customers and the Authority agree that the Authority shall implement a common Debt Service Cost for the Water Rate only for all future Water Supply Source projects of the Authority; and

WHEREAS, the Customers desire that the Authority facilitate the transfer of Authority water among Customers, with such transfers being made through the Authority at the same Water Rate assessed by the Authority; and

WHEREAS, this Contract is intended to constitute the entire agreement between the Authority and Manatee, Charlotte, DeSoto, Sarasota and North Port with respect to the Water Allocations and the terms and conditions contained herein; and

NOW, THEREFORE, in consideration of the foregoing premises, which shall be deemed an integral part of this Contract and of the mutual covenants and agreements hereafter set forth, the Authority and the Customers intending to be legally bound hereby agree as follows:

1. **DEFINITIONS.** In the absence of a clear implication otherwise, capitalized terms used in this Contract and in the attached exhibits shall have the following meanings:
 - 1.1 Annual Average Daily Quantity. The total water quantity provided by the Authority to a Customer in a Contract Year divided by 365 as set by its Water Allocation.
 - 1.2 Authority. The Peace River/Manasota Regional Water Supply Authority.

- 1.3 Authority Board. The Authority’s governing body.
- 1.4 Authority Water Supply Facilities. All real property, interest in real property, fixtures, personal property, wells, treatment systems, pumps, pipes, storage facilities, reservoirs, aquifer storage and recovery facilities, water transmission mains, any future expansion of said facilities and appurtenant or associated installations owned, leased or otherwise controlled by the Authority and used for the provision of potable water supply.
- 1.5 Authority Water Supply Source. Any project, construction, acquisition, transfer or transaction creating a new water source or expanding an existing water source developed by the Authority.
- 1.6 Available Water. That portion of a Customer’s Water Allocation that is temporarily available to other Customers through the Redistribution Pool.
- 1.7 Base Rate Charge. For any Contract Year, the rate established by resolution of the Authority for payment of the Authority Obligations, Bond Coverage Costs, Debt Service Costs, Hydraulic Pipeline Capacity Entitlement Cost and Renewal and Replacement Costs for the Authority Water Supply Facilities. The Base Rate Charge also includes the Fixed Operations and Maintenance Costs budgeted by the Authority for expanding, operating, repair and replacement, maintaining and securing the Authority Water Supply Facilities regardless of the quantity of water, if any, being produced or delivered by the Authority, with such fixed costs being assessed proportionately in accordance with the Annual Average Daily Water Allocation.
- 1.8 Bond Coverage Costs. The costs of providing the coverage requirements established by the Financing Documents.
- 1.9 Capital Improvement Plan. A running five-year plan amended and approved annually by the Authority Board of Directors for projects and capital expenditures.
- 1.10 Capital Needs assessments. A running twenty-year plan amended and approved annually by the Authority Board of Directors identifying projects and expected project funding required to meet regional goals during the 20-year planning horizon.
- 1.11 Conservation Rate. For any Contract Year, the charge established by resolution by the Authority to any Customer that exceeds its Water Allocation set forth in Exhibit “B”.
- 1.12 Contract. The original Master Water Supply Contract entered into by the Parties on October 5, 2005, as amended hereby.

- 1.13 Contract Year. The period between execution of the Contract and September 30, 2021, and each fiscal year of the Authority (beginning on each October 1, and ending on the immediately following September 30) thereafter during the term of this Contract.
- 1.14 Customers. Manatee, DeSoto, Charlotte, Sarasota and North Port.
- 1.15 Customer Water Supply Source. Any project, construction, acquisition, transfer or transaction creating a new water source or expanding an existing water source developed by Manatee, DeSoto Charlotte, Sarasota or North Port
- 1.16 Debt Service Cost(s). For any Contract Year, all costs including reserve or coverage requirement, if any, incurred by the Authority during such Contract Year in connection with the Authority Water Supply Facilities for principal payments, interest payments, redemption premiums, if any, and service charges with respect to payment of Obligations.
- 1.17 Delivery Point(s). The point(s) of connection between the Regional Transmission System and the distribution system of the Customers to this Contract having a Water Allocation. The existing Delivery Point(s) for each Customer is attached hereto as Exhibit “D.” Delivery Points may be changed or added, if there is available hydraulic capacity in the pipeline, by agreement of the Customer and Authority and an exhibit of all current Delivery Points shall be maintained by the Authority.
- 1.18 DeSoto Payment. For any Contract Year, an amount included in the Water Rate, transmitted by the Authority to DeSoto in the amounts set forth on Exhibit” A” for the term of the Contract.
- 1.19 Exclusive Provider Customer. A subset of Customers that designate the Authority as its exclusive provider of new potable water supply in this MWSC.
- 1.20 Financing Documents. Any resolution or resolutions of the Authority, as well as any indenture of trust, trust agreement or similar document relating to the issuance or security of the Obligations.
- 1.21 Fixed Operating and Maintenance Costs. All operating and maintenance costs and expenses other than Variable Operating and Maintenance Costs incurred by the Authority for the operation, maintenance, management, security and development of the Authority Water Supply Facilities.
- 1.22 Hydraulic Capacity Entitlement. Hydraulic Capacity Entitlement is depicted as a percentage of the then existing hydraulic capacity of the specified pipeline. The existing

Hydraulic Capacity Entitlement for the Regional Transmission System for each Customer is attached as Exhibit “E.” Hydraulic Capacity Entitlement may be changed by agreement of the Customer and Authority and an exhibit of all current Hydraulic Capacity Entitlements by Customers shall be maintained by the Authority.

- 1.23 Hydraulic Capacity Entitlement Cost. The debt service cost associated with Customers’ Hydraulic Capacity Entitlement.
- 1.24 Maximum Daily Quantity. The maximum water quantity to be provided by the Authority to a Customer for any given day as set by its Water Allocation.
- 1.25 Member Governments. Members of the Authority. This term refers jointly to Charlotte, DeSoto, Manatee and Sarasota.
- 1.26 MGD. Million gallons per day.
- 1.27 New Authority Water Supply Demands. The request and commitment by contract between a Customer and the Authority for the provision of Authority Water Supply Source. The Authority shall maintain a current tabulation of Water Allocation allotted to each Customer.
- 1.28 Obligation(s). A series of bonds or other evidence of indebtedness, including but not limited to, Financing Documents, notes, commercial paper, capital leases or any other debt of the Authority issued or incurred.
- 1.29 Operating and Maintenance Cost(s). For any Contract Year, all costs budgeted and reserves established by the Authority for operating, maintaining and securing the Authority Water Supply Facilities during such Contract Year, including, but not limited to: a) personnel, staffing and operating costs of the Authority related to the operation, maintenance and security of the Authority Water Supply Facilities; b) the general and administrative costs of the Authority related to the operation, maintenance and security of the Authority Water Supply Facilities; c) minor capital expenditures of the Authority for items such as tools, parts, and other equipment and vehicles necessary for the operation, maintenance and security of the Authority Water Supply Facilities; and, d) all costs incurred in obtaining and maintaining the Permits for the Authority Water Supply Facilities.
- 1.30 Party or Parties. Party shall mean a signatory to this Contract. Parties shall mean DeSoto, Charlotte, Sarasota, Manatee, North Port and the Authority.

- 1.31 Peak Month Average Daily Quantity. Authority during the calendar month of the Customer’s highest water use, divided by the number of days in that month and expressed in MGD as set by the Customer’s Water Allocation.
- 1.32 Permits. All licenses, permits, authorizations or other approvals from any government or governmental agency, whether federal, state, regional or local, necessary or convenient for the acquisition, construction, expansion and operation of Authority Water Supply Facilities and Authority Water Supply Sources, including but not limited to any general water use permit, temporary water use permit or individual water use permit issued by the Southwest Florida Water Management District or any entity.
- 1.33 PRO. The Amended Peace River Option Water Supply Contract dated March 8th, 1996 that expanded the Peace River Regional Water Treatment Facility by adding 6 MGD annual average daily quantity of water to the System Capacity
- 1.34 Redistribution Pool. A depository of each Customer’s Available Water for any Contract Year for purchase by all Customers.
- 1.35 Regional Transmission System. Those facilities, including appurtenant and associated facilities, owned by the Authority pertaining to the delivery and measurement of potable water to the Customers of the Authority including but not limited to primary transmission pipes, real property, interest in real property, fixtures and personal property. Regional Transmission System does not include the Aquifer, Storage and Recovery (“ASR”) system or its connecting piping.
- 1.36 Regional Water System. All real property, interest in real property, fixtures, personal property, wells, buildings, treatment system, pumps, pipes, storage facilities, reservoir(s), aquifer storage and recovery facilities and appurtenant or associated facilities owned by the Authority, excluding the Regional Transmission System.
- 1.37 Renewal and Replacement Charges. The charges established by the Authority for the exclusive purpose of funding renewals and replacements of the Authority Water Supply Facilities. The charges will be established to satisfy the requirements of the Authority’s Obligations and shall be set forth in the annual budget approved by the Authority for the ordinary renewal, replacement, upgrade and betterment of the Authority Water Supply Facilities. Renewal and Replacement Charges do not include capital expenditures

associated with the expansion or addition of water treatment, storage, pumping or transmission capacity.

- 1.38 Renewal and Replacement Costs. The capital expenditures set forth in the annual budget approved by the Authority for the ordinary renewal, replacement, upgrade, and betterment of the Authority Water Supply Facilities. Renewal and Replacement Costs do not include capital expenditures associated with the expansion or addition of water treatment, storage, pumping or transmission capacity.
- 1.39 Renewal and Replacement Fund. The fund established by the Authority for the exclusive purpose of funding renewals and replacements of the Authority Water Supply Facilities. The deposits to such fund shall be made in accordance with the requirements of the Financing Documents of the Authority. The balances on deposit in the Renewal and Replacement Fund will be expended for those Renewal and Replacement Costs specifically identified in the annual budget approved by the Authority.
- 1.40 Second Amended Interlocal Agreement. The Second Amended Interlocal Agreement Creating the Peace River/Manasota Regional Water Supply Authority executed October 5, 2005.
- 1.41 System Capacity. The total combined capacities of the various components of the Regional Water System in terms of a quantity of water on an average annual daily basis expressed in MGD.
- 1.42 Variable Operating and Maintenance Costs. All operating and maintenance costs and expenses of the Authority for the operation, maintenance and management of the Authority Water Supply Facilities that change in proportion to changes in the volume of water produced by the Authority, including, but not limited to, power, chemicals and water purchases.
- 1.43 Water Allocation. The portion of the System Capacity of the Regional Water System allotted to a Customer for the term of this Contract as initially specified at Exhibit “B” as increased from time to time pursuant to Section 8.
- 1.44 Water Rate. For any Contract Year, the rate established by resolution of the Authority for the sale of water, which, to the extent applicable, shall be comprised of a Base Rate Charge, the DeSoto Payment, and a Water Use Charge.

- 1.45 Water Supply Emergency. A loss or reduction in System Capacity caused by drought or a sudden, unexpected, unavoidable interruption in water delivery as declared by resolution by the Authority Board.
- 1.46 Water Supply Facilities. All real property, interest in real property, fixtures, personal property, wells, treatment systems, pumps, pipes, storage facilities, reservoirs, aquifer storage and recovery facilities, water transmission mains, any future expansion of said facilities and appurtenant or associated installations owned, leased or otherwise controlled by Charlotte, DeSoto, Manatee, North Port, Sarasota or the Authority and used for the provision of potable water supply.
- 1.47 Water Use Charge. For any Contract Year, the rate established by the Authority for payment of the Variable Operating and Maintenance Costs. This Water Use Charge shall be based on Customer metered water usage and shall be the same charge per thousand gallons used for each Customer.

2. **TERM.** The term of this Contract shall begin on the date of its complete execution by all Parties and end on the last day of the Contract Year in which the thirty-fifth (35th) anniversary of the execution date falls. The rights and obligations of any Customer may be extended prior to expiration of the initial term at the option of that Customer for another thirty-five (35) years, said extension to expire on the last day of the Contract Year in which the seventieth (70th) anniversary of the execution date falls. Such option must be exercised at least two (2) years prior to expiration. If during the Contract term, the Authority issues Obligations to construct additional System Capacity to provide additional or maintain existing Water Allocation of the Customers that is secured from the payments made by the Customers for service from the Authority and which repayment period extends beyond the termination date of the Contract as set forth above, the Contract will automatically be extended to include the last payment date of such additional Obligations. Before the expiration of this Contract, the Authority and Customers recognize that a new contract or extension of this Contract will need to be in place to provide ongoing water service from the Authority Water Supply Facilities and all Parties agree to work together in good faith to extend this Contract or create a new contract prior to this Contract's expiration date to meet the overall intent of the Authority to provide regional drinking water.

3. **AUTHORITY CAPACITY.** The Authority is authorized to maintain capacity of the Authority Water Supply Facilities.

4. **INTANGIBLE ASSETS OF THE CUSTOMERS.** Each Customer's Water Allocation and Hydraulic Capacity Entitlement is an intangible asset of that Customer's utility system pursuant to the terms and conditions of the Contract.

5. **FUNDING FROM SWFWMD.** All Parties shall support obtaining the maximum amount of funding from SWFWMD for any future expansion of or addition to the Authority Water Supply Facilities and new Authority Water Supply Sources.

6. **REPRESENTATION OF THE PARTIES.** The Authority, Manatee, Charlotte, DeSoto, Sarasota and North Port make the following representations:

- 6.1 Each Party is duly organized and existing in good standing under the laws of the State of Florida and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Contract.
- 6.2 Each Party has the power, authority and legal right to enter into and perform its obligations set forth in this Contract, and the execution, delivery and performance hereof by it a) has been duly authorized by its governing board; b) does not require any other approvals by any other governmental officer or body; c) does not require any consent or referendum of the voters for Authority financed projects; d) will not violate any judgment, order, law or regulation applicable to the Party; and e) does not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon the assets of the Party under any agreement or instrument to which it is a Party or by which the Party and its assets may be found or affected except as provided herein under Sections 11.5 and 11.6.
- 6.3 This Contract has been duly entered into and delivered by the respective governing boards and, as of the date of its full execution by all Parties, constitutes a legal, valid and binding obligation of said Party, fully enforceable in accordance with its terms provided the enforceability thereof may be limited by any applicable bankruptcy, insolvency, reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.
- 6.4 There is no action, suit or proceeding, at law or in equity, before or by any court or governmental authority, pending or, to the best of the Party's knowledge, threatened against the Party which is not resolved by the execution of this Contract, wherein any unfavorable decision, ruling or finding would materially adversely affect the performance by the Party of its obligations hereunder or the other transactions contemplated hereby, or

which, in any way, would adversely affect the validity or enforceability of this Contract, or any other agreement or instrument entered into by the Party in connection with the transaction contemplated hereby.

7. **DELIVERY OF WATER.** During each Contract Year, the Authority shall deliver water to each Customer in accordance with their Water Allocations and the terms and conditions of this Contract. Customers shall pay for and the Authority shall timely develop and deliver new Authority Water Supply Sources and facilities to meet the needs of its Customers as set forth in Sections 8 and 9 herein.

7.1 Allocation. The Authority shall be required to deliver water for a Customer's water demand from its Water Allocation. Future Water Allocations will be delivered only in accordance with a Customer's New Water Supply Demands in Exhibit "C" as modified by projected water demands pursuant to Section 8 herein. If a Customer meets its payment obligations to the Authority, the Authority shall have the absolute and unequivocal obligation to develop and provide for the Customer's permittable future potable water demand in its Water Allocation and New Water Supply Demands.

7.2 Limitation of Allocation. The Authority shall not be required to deliver water to a Customer if prohibited by any applicable federal, state, regional or local statute, rule, ordinance, law, administrative order or judicial decree or in violation of applicable Permits. If, at any time, there is insufficient potable water available to fully meet the Water Allocations described above for any reason, then the Customers shall have their Water Allocations reduced on a pro-rata basis.

7.3 Delivery Point. The Authority shall deliver water through the Regional Transmission System to each Customer only at their respective Delivery Point(s) as identified and maintained by the Authority. Additional Delivery Point(s) may be added by mutual agreement of the Authority and receiving Customer(s).

7.4 Exceedance of Delivery Schedule. Subject to Section 7.5 herein, in the event a Customer should receive delivery of water in excess of its Peak Month Average Daily Quantity, its Maximum Daily Quantity, and/or its Annual Average Daily Quantity of its Water Allocation, the Customer shall pay a Conservation Rate as set forth in the Water Rate resolution. During emergency conditions as declared by resolution of the Authority Board, the Authority shall not charge the Conservation Rate for water delivery in excess of the

Water Allocation. Exclusive Provider Customer water allocation is determined by the Authority; therefore, Exclusive Provider Customer(s) shall not be assessed exceedance charges.

7.5 Authority Water Transfers. All Authority water transfers shall be provided solely through the Authority. As part of the New Water Supply Demands process set forth below, each Customer shall annually provide to the Authority its projected Authority Water Demands for the next twenty (20) years. The Authority shall then determine the total Customer demands for Authority Water. The Authority shall determine the difference between each Customer's Water Allocation and projected water demands for the next ten (10) years on an annual basis. By February 15 of each year, the Authority shall provide each Customer with a Notice of Available Water indicating the amount of Water Allocation, if any, above the Authority's projected water demands for each of the next ten (10) years. Each Customer shall file a response with the Authority within thirty (30) days of receipt of the Notice of Available Water, either accepting the Available Water quantities as determined by the Authority or providing alternative Available Water quantities, if any, for each of the next ten (10) years. If the Customer supplies alternative Available Water quantities, this quantity shall be placed in the Redistribution Pool. Failure of a Customer to respond within thirty (30) days shall result in that Customer's Available Water quantity as determined by the Authority, being transferred into the Redistribution Pool. Nothing herein shall be construed to require any Customer that timely responds to the Notice of Available Water to provide any of its Water Allocation to the Redistribution Pool. The Redistribution Pool shall be maintained by the Authority to provide the amount of Available Water by Contract Year for up to ten (10) years. Each year shall have a separate Redistribution Pool of water quantities designated. A receiving Customer's failure to pay for water transferred from the Redistribution Pool shall be treated as a default of this Contract. The Authority shall not transfer more water than the amount of Available Water in the Redistribution Pool. Nothing in this Section shall relieve a Customer from the irrevocable commitment to pay for its Water Allocations in this Contract.

7.5.1 Assignment and Payment. The Authority shall assign the Available Water based upon Customer request and written confirmation by their governing body of the corresponding payment obligations under this Contract. Customers may request

Available Water from the Redistribution Pool for the corresponding time frame of their need for additional water. If there is more demand for water than there is Available Water in a given year, the Authority shall distribute the water on pro-rata basis based on the proportionate Customer demand in the New Water Supply Demands for the year at issue.

7.5.2 Payment. Payment adjustments to the Customers supplying Available Water shall be on a pro-rata basis, based on the percentage of water supplied to the Redistribution Pools for water sold from each Redistribution Pool.

7.5.3 Assessment of Conservation Rate. Only for purposes of calculating the assessment of the Conservation Rate, the Water Allocation of the Customer(s) receiving the Available Water and the Customer(s) providing the Available Water to the Redistribution Pool will be adjusted by the transferred water quantity.

7.6 Water Supply Emergency. The Authority and its Customers shall seek the interconnection of the Authority Water Supply Facilities with other water supply facilities in the region and the Authority's Water Supply Facilities for the purpose of facilitating the transfer of water among the Authority and the Customers under emergency conditions. The Authority and its Customers shall make available capacity, if any, in their respective Water Supply Facilities to the Customers experiencing a Water Supply Emergency at the established rate of the supplying entity. In a Water Supply Emergency, Conservation Rates, inclining block rates, or excess demand charges of any type shall be waived by all Parties to this Contract for the duration of the declared Water Supply Emergency.

8. **FUTURE WATER SUPPLY PROCEDURE**. It is the intention of the Parties that this Section set forth the manner in which each Customer will request, and the Authority will provide, future water supply from the Authority Water Supply Facilities. The Customers acknowledge that a procedure is necessary to provide the Authority with sufficient lead-time for planning and development of Authority Water Supply Sources to meet New Water Supply Demands.

8.1 No later than January 15th of each Contract Year, each Customer shall submit to the Authority a report which identifies the following:

- (i) Total projected water demand by Contract Year for the next 20 years (“Total 20 Year Demand”);

- (ii) That portion of the Total 20 Year Demand the Customer requires the Authority to fulfill (“Authority Supplied Water”) in terms of Annual Average Daily Quantity, Peak Month Average Daily Quantity and Maximum Daily Quantity; and

- 1. (iii) The basis for each projection.

The Authority shall review, coordinate, and compile the submitted Total 20 Year Demand and Authority Supplied Water and provide such information to all Customers and the Authority Board. The Authority shall also report to the Customers and Authority Board, its estimation of water demand projections to be supplied by the Authority for its Customers on an annual basis for the applicable twenty-year planning period. The Authority shall use this data, as well as other population and water demand data, as a basis for the planning and development of Authority Water Supply Sources to meet New Water Supply Demands. Each Customer may modify its Total 20 Year Demand and projections for Authority Supplied Water with each subsequent annual filing, subject to the provisions in this Section.

8.2 By submitting its projections for Authority Supplied Water, each Customer is identifying that quantity of water it shall purchase from the Authority in the designated Contract Year. For the initial time period through Contract Year 2013, the New Water Supply Demands as modified at Exhibit “C” shall be the water each Customer irrevocably commits to purchase from the Authority, and the Authority agrees to supply such water. After Contract Year 2013, by submitting its projection for Authority Supplied Water each Customer agrees to purchase, and the Authority agrees to supply, that quantity of Authority Supplied Water identified in the first seven (7) Contract Years of the Total 20 Year Demand. Each Customer may annually update its Total 20 Year Demand and its projection of Authority Supplied Water. However, unless it otherwise has excess water capacity available, the Authority shall not be obligated to accept any change in demand for Authority Supplied Water within the upcoming seven (7) Contract Year period. Annually, the Authority shall issue an addendum to the Contract to update the New Water Supply Demands table at Exhibit “C” for the applicable years beyond Contract Year 2013 to reflect the first seven (7) Contract Years of projected demand for Authority Supplied Water by the Customers.

8.3 The parties acknowledge that the planning, permitting and construction of new Authority Water Supply Sources cannot exactly match the annual New Water Supply Demands. Therefore, the Authority will, from time to time, develop new Authority Water Supply

Sources with water quantities that exceed immediate Customer demands. Upon the Authority determination to develop a specific Authority Water Supply Source, the Authority shall assign a proportionate share of the new Authority Water Supply Source Water Allocation to the Customers, to the extent practicable, by applying the new Authority Water Supply Source project quantity to the most immediate New Water Supply Demands. The Authority shall assign Water Allocations to the Customers pro-rata based on their proportionate New Water Supply Demands at the time when the new Authority Water Supply Source Water Allocation would be fully utilized. For example, in year 2026, the Authority designates a new Authority Water Supply Source project for 6 MGD to provide water by 2028. The total of New Water Supply Demands does not exceed 6 MGD until 2030, when it is 6.7 MGD. The Water Allocation assigned by the Authority to Customer A for the 6 MGD project is calculated by taking Customer A's New Water Supply Demand of 2.3 MGD for 2030 divided by the total of all the Customers' New Water Supply Demands of 6.7 for 2030 to determine the Customer Water Allocation Cost Percentage of 34.33%. When the Authority approves a new Authority Water Supply Source project, it shall issue addendum to the following: (1) to increase and update the Water Allocation table at Exhibit "B;" (2) to update the cost allocation percentages table at Exhibit "F" to show the new project's cost allocation percentages. The Customers may only be assigned a Water Allocation for their New Water Supply Demands. All costs associated with a new Authority Water Supply Source project, including, but not limited to, planning, design, and construction, shall be recovered from the Customers receiving the Water Allocations of the new Authority Water Supply Source project.

9. DESOTO DESIGNATION OF THE AUTHORITY AS ITS EXCLUSIVE PROVIDER OF WATER. Notwithstanding the foregoing and pursuant to Section 8.1 of the Second Amended Interlocal Agreement, DeSoto elects to be an Exclusive Provider Customer. DeSoto agrees not to develop any additional Customer Water Supply Sources beyond those currently existing identified in Exhibit "I" unless as a joint project with the Authority. If DeSoto meets its payment obligations to the Authority, the Authority shall have the absolute and unequivocal obligation to develop and provide adequate potable water for DeSoto based upon its permissible future potable water demand as outlined herein. The Authority is free to meet DeSoto's water demands by any means it deems fit, including but not limited to using water from

the Redistribution Pool or assignment of Water Allocation to meet DeSoto's demands and assigning the associated cost of constructing that portion of new Authority Water Supply Sources to DeSoto as outlined herein.

- 9.1 Exclusive Provider Customer Water Allocation. DeSoto and the Authority agree that the current Water Allocation system must be adapted to assure that the Authority maintains its absolute and unequivocal obligation to provide adequate potable water for DeSoto and still assure that DeSoto pays its fair share of new water source development costs. For New Water Supply Demands, DeSoto has provided and agrees to continue to provide the Authority water demand projections in the same manner as other Customers pursuant to Section 8; however, the Authority shall use DeSoto's projections as well as other data collected by the Authority to set DeSoto's New Water Supply Demands for each Contract Year. DeSoto shall provide water demand projections in good faith and the Authority shall use its best efforts to match DeSoto's water demand to its assigned Water Allocation. This Water Allocation shall be used to determine DeSoto's Base Rate Charge and other share of costs in the same manner as all other Customers. Nothing in Section 9 shall allow the Authority to assign all or any portion of another Customer's Water Allocation to DeSoto.
- 9.2 Exclusive Provider Customer Water Allocation for the Redistribution Pool. The Authority may designate any portion of the DeSoto's Water Allocation as part of the Redistribution Pool.

10. SUPERSEDING AND REPLACING ALL PRIOR WATER SUPPLY CONTRACTS. Upon full execution of this Contract, this Contract shall supersede and replace the Peace River/Manasota Regional Water Supply Authority Water Supply Contract dated October 5, 2005.

11. WATER RATE. For each Contract Year, each Customer with a Water Allocation from the Regional Water System shall pay the Authority the Water Rate adopted by resolution of the Authority Board.

- 11.1 Rate Setting. In conjunction with the Authority's annual budget development and adoption process, the Authority shall fix a Water Rate consisting of the Base Rate Charge (adjusted as necessary for customer financing), DeSoto Payment, and Water Use Charge to be paid on a monthly basis by the Customers for water furnished by the Authority. The Authority shall charge and collect rates that are reasonable and just for all Customers. The rates are

not subject to the supervision or regulation by any other commission, board, bureau, agency or other political subdivision or agency of the county or state. Until 2028 when debt service payments for the PRO are fulfilled, in determining a Customer's Water Rate, the Authority shall allocate to each Customer, a Base Rate Charge as follows: (1) the Base Rate Charge for 15 MGD 1991 Facility known as the Peace River Regional Water Treatment Facility pursuant to the 1991 Facility percentages set forth on Exhibit "F", (2) the 6 MGD PRO shall be allocated pursuant to the PRO percentages set forth on Exhibit "F", and (3) the Base Rate Charge for the 14.7 MGD REP shall be allocated pursuant to the REP percentages set forth on Exhibit "F". After the Debt Service is paid for the 1991 Facility and the PRO, all Debt Service Cost for new Authority Water Supply Sources and other costs associated therewith, such as reserves, coverages, expansion of existing water supply, or the fixed water purchase costs associated with a new Authority Water Supply Source shall be combined with the REP Debt Service Cost for the common Debt Service Cost in the Water Rate. Provided, however, any Customer has the right to carry its own financing or pay in advance for their portion of a new Water Supply Source or expansion of the Authority Water Supply Facility and, in such event, the Debt Service Costs component of the Water Rate shall be adjusted accordingly.

- 11.2 Customer Financing. Each Customer shall have the option to issue their own debt or pay with its available money with respect to its portion of any new Authority Water Supply Source. The entire payment for a Customer's proportionate share shall be made to the Authority within fourteen (14) days of the Authority bond closing. The Authority shall provide notice to all Customers of the Authority bond closing date thirty (30) days prior to the Authority bond closing. To the extent not inconsistent with the Financing Documents, the Base Rate Charge for a Customer who issues its own debt or pays in advance for any such new Authority Water Supply Source (including the REP) shall be adjusted to remove that Customer's Debt Service Costs attributed to the Customer's Water Allocation corresponding to the payment by the Customer for that new Authority Water Supply Source or expansion.
- 11.3 Accounting, Audits and Adjustments. The Authority shall maintain accounts and records for all funds received and disbursed by it with respect to the Authority Water Supply Facilities in accordance with generally accepted accounting practices applicable to

governmental owned and operated water utilities. On an annual basis, the Authority shall provide for an audit to be conducted by a recognized certified public accounting firm experienced in water utility audits.

- 11.4 Water Charge to Customers. Each Customer shall pay the Authority its invoiced Water Rate and any applicable Conservation Rate charges on a monthly basis following the calendar month in which the charges were incurred and invoiced. The Customers shall submit payment to the Authority for the monthly charges within thirty (30) days of receipt of the invoice. Failure to pay monies shall create a debt with respect to the non-paying Customer's utility system. A Customer that fails to pay within ninety (90) days after the Authority has mailed its invoice shall be in default pursuant to this Contract. Upon thirty (30) days written notice, the Authority may discontinue delivery of water to any Customer in default for nonpayment and/or may transfer the defaulting Customer's Water Allocation in whole or in part to another Customer in good standing, for the remaining term of this Contract.
- 11.5 Source of Payments. Each Customer's obligation to pay any monies due under this Contract does not constitute general indebtedness. Neither the Authority nor the holders of any obligations issued by the Authority in order to finance or refinance the expansion, alteration, improvement, replacement or operation of the Authority Water Supply Facilities shall have a right to require or compel any Customer to exercise its ad valorem taxing power to pay its obligations and liabilities under this contract or to compel payment from any source other than as indicated in this Section. Each of the Customers, however, shall and do hereby covenant to set water rates for its respective customers at a level sufficient to pay all monies due the Authority under this Contract.
- 11.6 DeSoto Payment. The Authority shall collect from its Customers in accordance with Exhibit "A", the DeSoto Payment and remit it to DeSoto. If the quantities of water allocated to the Authority under SWFWMD Water Use Permit Number 2010420.11 are increased or if additional entities become Customers of the Authority, then the amount and methodology of the DeSoto Payment to be paid to DeSoto shall be presented to all Parties to this Contract for approval.

12. **FUNDING FOR MANAGEMENT AND PLANNING.** It is acknowledged that Management and Planning Costs of the Authority may be obtained from the Customers in a manner

determined by the Authority Board, and that additional funds available for Management and Planning Costs shall be sought by the Authority from the federal and state government, including but not limited to the Florida Department of Environmental Protection, the Southwest Florida Water Management District and appropriate utilities and agencies.

13. **DEVELOPMENT OF FUTURE WATER SOURCES.** The Authority and its Customers shall develop new Water Supply Facilities as follows:

13.1 General. The Authority shall develop new Authority Water Supply Facilities to meet the water demands of its Customers as shown in their New Water Supply Demands which will reflect the Water Allocation at the determination of the Authority for Exclusive Customer(s).

13.2 Procedures for New Authority Water Supply Facilities. The Authority shall have written consent of the governing body of a Customer in whose jurisdiction the Authority intends to acquire, develop, construct or operate new Authority Water Supply Facilities. For new Authority Water Supply Facilities located or proposed to be located within the jurisdiction of North Port, North Port shall be the sole entity that grants or denies consent to the Authority.

13.2.1. The Authority shall provide written notification of its intention to apply or seek the transfer of a Permit for new Authority Water Supply Facilities to the Customer in whose jurisdiction the Authority Water Supply Facilities are located or will be located. Such notification shall be given no less than sixty (60) days prior to submitting the Permit application or requesting the Permit transfer. The Customer shall notify the Authority within sixty (60) days of its decision to grant or deny consent to the Authority to acquire, develop, construct or operate the new Authority Water Supply Facilities within its jurisdiction. If a Customer denies consent, the Customer's notification shall provide an explanation of the reasons for denial.

13.2.2. Upon notification of denial by a Customer to the Authority, a meeting between the staff of the Authority and the Customer shall be held within forty-five (45) days of the notification of denial. This meeting shall be organized and scheduled by the Authority. During this meeting, the staff of the Authority and the Customer shall attempt to reach an agreement to grant

consent to the Authority to acquire, develop, construct or operate new Authority Water Supply Facilities within the Customer’s jurisdiction.

13.2.3. If no agreement is reached within forty-five (45) days of notification of denial, the Authority and the Customer shall participate in mediation, the costs of which shall be equally divided between them. The Authority and the Customer shall endeavor in good faith to select a mutually acceptable mediator. If the Authority and the Customer are unable to mutually agree on a mediator within fourteen (14) days after the staff meeting held pursuant to paragraph 13.2.2., the Authority and the Customer shall agree to accept a mediator selected by the Florida Conflict Resolution Consortium. Upon the selection of a mediator, the Authority and the Customer shall schedule mediation to occur within fourteen (14) days. Mediation shall be completed within forty-five (45) days of the first mediation conference unless extended by mutual written agreement of the Authority and the Customer. Subsections (b), (c), (d), and (e) of Rule 1.720 of the Florida Rules of Civil Procedure are applicable to the mediation proceedings. Designees of the Authority and the Customer attending the mediation shall include a governing body member who has the full authority to negotiate on behalf of its entity and to recommend an agreement to its governing body. In the event of any breach or failure to perform mediation under this section, the Authority or Customer may seek appropriate remedies to mandate this mediation process.

13.2.4. If consent to the Authority by a Customer is not agreed to at the mediation, the Authority shall withdraw the Permit application or request for Permit transfer.

13.3 Procedure for the Authority’s Customers. Whenever a Customer (“Applicant Customer”) intends to apply or seek the transfer of a Permit for Water Supply Facilities located or that will be located within the jurisdiction of another Customer, the Applicant Customer shall provide written notification of its intention to apply or seek the transfer of a Permit for Water Supply Facilities to the Customer (“Host Customer”) in whose jurisdiction the Water Supply Facilities are located or will be located. Such notification shall be given no less

than sixty (60) days prior to submitting the Permit application or requesting the Permit transfer. The Host Customer shall notify the Applicant Customer within sixty (60) days of its decision to grant or deny consent to the Applicant Customer to acquire, develop, construct or operate the Water Supply Source within its jurisdiction. If a Host Customer denies consent, the Host Customer’s notification shall provide an explanation of the reasons for denial. The Applicant Customer shall immediately withdraw its Permit application or request for transfer of a Permit upon notification of denial by the Host Customer.

14. HYDRAULIC CAPACITY ENTITLEMENT IN REGIONAL TRANSMISSION SYSTEM. Each Customer shall be provided its respective Hydraulic Capacity Entitlement of the hydraulic capacity in the transmission facilities that has been constructed at the time of execution of this Contract or will be constructed by the Authority during the term of this Contract for the benefit of such Customer(s) to deliver potable water from the Regional Water System to the respective Customer(s) Delivery Point. Each Customer’s current Hydraulic Capacity Entitlement percentage or amount in the current Regional Transmission System is set forth on Exhibit “E”. A Customer’s Hydraulic Capacity Entitlement in segments of the Regional Transmission System constructed after the date of this Contract will be determined on a transmission line segment basis by the Authority. On an annual basis, the Authority shall update and maintain a current tabulation of all Customer Hydraulic Capacity Entitlement and Authority hydraulic capacity in pipelines. All Hydraulic Capacity Entitlement Cost of the Hydraulic Capacity Entitlement will be the sole responsibility of the Customer(s) benefiting from such facilities. If more than one Customer uses the same transmission segment as designated by the Authority, then each shall pay their proportionate share of the Hydraulic Capacity Entitlement Cost.

14.1 In the event a Customer requests capacity in a transmission line segment that is an existing component of the Regional Transmission System, and the capacity percentage of which has been fully allocated, the Authority shall not grant capacity to the requesting Customer without first obtaining approval from the Customer(s) to whom the hydraulic capacity in that transmission line has previously been allocated. In the event the Authority modifies the Hydraulic Capacity Entitlement, the application of all future service rates and charges will be adjusted accordingly.

15. ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE AUTHORITY. The Authority hereby represents, warrants and covenants to the Customers as follows:

- 15.1 System Operation. Operation and maintenance of the Authority Water Supply Facilities shall be the responsibility and the obligation of the Authority. The Authority shall be responsible to adopt an adequate budget to pay all of the Operating and Maintenance Costs of the Authority, to satisfy all the Authority’s Obligations, to provide for the requisite Bond Coverage Costs to meet all required tests set forth in the Financing Documents, to provide for renewal and replacement costs to keep the Authority Water Supply Facilities in good operating order and to provide for any sinking funds and other reserves necessary to provide the water service as set forth in this Master Water Supply Contract. The Authority shall provide sufficient personnel, with appropriate experience to undertake all regulatory requirements, including, but not limited to, those imposed by the Florida Department of Environmental Protection, the Southwest Florida Water Management District, the State of Florida Department of Health and the United States Environmental Protection Agency. If new regulatory requirements necessitate capital improvements or budget amendments, the Authority shall take all necessary actions to accomplish the same. The Authority shall be responsible for all regulatory violations including compliance costs or penalties assessed for same, which arise out of or are solely created through: (1) material errors or omissions by its personnel and agents in the day-to-day operations of the Authority Water Supply Facilities; or (2) the failure of the Authority to timely proceed administratively to undertake or complete a requirement imposed by any regulatory agency in any consent order or operating permit. The Authority shall maintain adequate catastrophic insurance on the Authority Water Supply Facilities on such terms and amounts as established by the Authority.
- 15.2 Water Quality. The Authority shall use its best efforts to deliver water of good and uniform quality from the Authority Water Supply Facilities to the Delivery Point(s). The water delivered by the Authority to the Delivery Point(s) shall be stabilized and shall meet all federal, state or regional regulations and orders relating to drinking water, which are applicable to water produced, stored and transported at and through the Authority Water Supply Facilities.

- 15.3 Water Measurement. The Authority shall use its reasonable efforts to measure all water delivered to the Delivery Point(s) of Customers. The Authority shall own and maintain the meters at all Delivery Point(s). The Authority shall maintain complete and accurate records of its water measurements. Water flow measurements recorded by the Authority shall be the exclusive means of determining the quantity of water delivered to the Delivery Point(s) under this Contract. The metering equipment shall be of standard make and type, installed at a readily accessible location, and shall record flow with accuracy sufficient to meet all applicable reporting requirements. The Authority will check the accuracy of the meters annually, provide a report regarding the condition, accuracy and state of the meters and provide for a certified calibration test and any appropriate recalibration. Upon request and at the expense of the Customer, the Authority shall make arrangements for a meter test to be conducted by an independent testing facility who shall conform to the manufacture's standards and where appropriate conduct the test as a field test. The Customers may be present when the meters are checked for accuracy, and the test records shall be made available for inspection by the Customers upon reasonable request. If the accuracy of the meter is determined to be at least four (4) percent beyond the limits prescribed by the manufacturer, the meter will be assumed to have been inaccurate from the mid-point of the time since the last annual inspection, or the last calibration, or the last independently certified test, or the last six (6) months whichever is less. The following month's billing will be adjusted taking into account the nature of the inaccuracy to show a credit or additional charge to the respective Customer for the metered flow for that period.
- 15.4 Permits. The Authority shall use its best efforts to obtain all Permits necessary to provide the Customers with water in accordance with the Water Allocations, New Water Supply Demands and its duty to its Exclusive Provider Customer(s).
- 15.5 Financing the Authority Water Supply Facilities. The Authority shall use its best efforts to borrow funds and to set adequate reserves and budgeted expenditures necessary to cover costs to be incurred in constructing, acquiring, operating, maintaining, repairing, replacing or upgrading the Authority Water Supply Facilities.
- 15.6 Acquisition of Real Property. The Authority shall use its best efforts to acquire all interest in real and personal property (if any) necessary for the expansion, construction, management and operation of the Authority Water Supply Facilities. The Authority shall

retain in its own name any interest in real property acquired in connection with the Authority Water Supply Facilities.

15.7 Water Pressures. The Authority shall use its best efforts to supply water under normal operating conditions at the Annual Average Daily Quantity at a pressure not less than 65 psi at the Customer Delivery point(s) to the Customer unless a different pressure is specified in Exhibit “D”. The Authority will not be responsible for interruptions or abnormal operating conditions that cause reduced pressures for interim periods that are beyond the Authority’s control.

15.8 Priority of Payment. All monies received by the Authority from the Customers pursuant to this Contract shall be applied in the following order of priority:

FIRST: To the payment of Operating and Maintenance Cost (other than renewal of replacement costs) as provided in the Financing Documents for the Obligations;

SECOND: To the payment of Debt Service Cost as provided in the Financing Documents for the Obligations;

THIRD: To the payment of the renewal and replacement costs;

FOURTH: To the payment of the DeSoto Payment;

FIFTH: To the payment of any charges or Obligations due and owing by the Authority.

16. **ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE CUSTOMERS.** The Customers hereby represent, warrant and covenant to the Authority as follows:

16.1 Irrevocable Commitment to Pay. The Customers recognize that circumstances, such as equipment maintenance or failure, construction delays, failure to obtain Permits, limitations on Permits, transmission line ruptures or defects, acts of God, etc., may prevent the performance by the Authority of its obligations pursuant to this Contract. Under such circumstances, the Customers shall continue to pay their respective Water Rate throughout the term of this Contract. Said payments by the Customers shall be made without notice or demand and without set-off, counterclaim, abatement, suspension or deduction. The Authority will construct additional water supply projects and operation and maintenance of the Authority Water Supply Facilities based in part on the representations, warranties and covenants of the Customers set forth in this Contract.

- 16.2 Acquisition of Real Property. Subject to Section 13 herein, the Customers shall promptly cooperate with the Authority in acquiring all interests in real property necessary to construct, manage and operate the Authority Water Supply Facilities and Authority Water Supply Sources.
- 16.3 Utility System Charges. The Customers shall fix, revise, maintain and collect such fees, rates, tariffs, rentals or other charges for the use of products, services and facilities of their water utility systems as shall-be necessary to fund the timely payment of their respective obligations and liabilities under this Contract as well as all other obligations payable from the revenues of their water systems.
- 16.4 Cooperation on Permits. Subject to Section 13 herein, for the construction and operation of the facilities necessary for future Authority Water Supply Sources and Authority Water Supply Facilities, the Customers shall promptly cooperate with the Authority in obtaining any and all Permits necessary or convenient for construction, expansion, alteration, replacement or operation.
- 16.5 Cooperation on the Projects. The Customers shall promptly cooperate with the Authority in property acquisition or other actions necessary for operating or expanding Authority Water Supply Facilities.
- 16.6 Utility System Operation and Maintenance Account. Each Customer shall maintain its water utility system operation and maintenance accounts throughout the term of this Contract for the purpose of paying its obligations and liabilities under this Contract. At all times during the term of this Contract, the Customers' obligations and liabilities under this Contract shall be considered an operating expense of its water utility systems and. shall be paid from its water utility systems operation and maintenance accounts or capacity fee account or facility investment fees, if appropriate; provided, however, that such obligations and liabilities of a Customer shall not be considered an operating expense of its water utility system nor need it be paid from the operation and maintenance account to the extent the Customer has budgeted and appropriated legally available moneys for such purpose and is current on all its obligations arising hereunder. For the purpose of paying their obligations and liabilities under this Contract, Customers may utilize, in addition to their water utility operation and maintenance accounts, facility investment fees or other capacity fees as identified in their adopted rate resolutions.

- 16.7 Cooperation on Issuance of Authority Obligations. Each Customer shall cooperate with the Authority in issuance of the Authority's Obligations. In such connection, each Customer and the Authority shall comply with reasonable requests of each other and will, upon request, do as follows: (i) make available general and financial information about itself; (ii) consent to publication and distribution of its financial information; (iii) certify that its general and financial information is accurate, does not contain any untrue statements of a material fact and does not omit a material fact necessary to make the statements in the information, in light of circumstances under which they are made, not misleading; (iv) make available certified copies of official proceedings; (v) provide reasonable certifications to be used in a transcript of closing documents; and (vi) provide and pay for reasonable requested opinions of counsel as to the validity of its actions taken in respect to and the binding effect of the Second Amended Interlocal Agreement and this Contract, and pending litigation which could materially affect its performance hereunder. Each Customer shall provide the Authority reasonable assurance that no actions taken by it shall adversely affect the exclusion from gross income of interest on the Authority's Obligations for purposes of federal income taxation. Each Customer covenants to assist the Authority in any reasonable manner with respect to the issuance of such Obligations, including but not limited to participation and assistance with any court proceeding seeking to validate the Obligations pursuant to Chapter 75, Florida Statutes.
- 16.8 Payment for Obligations. If a Customer defaults on the payment of its Water Rate established pursuant to this Contract, each non-defaulting Customer shall have the option to take the defaulting Customer's pro-rata share (based of each Customer's percentage of the total Water Allocation of the Authority) and corresponding payment obligation of the defaulting Customer's Water Allocation within sixty (60) days of notice of the defaulting Customer's Water Allocation from the Authority. If any of the defaulting Customer's Water Allocation remains after the expiration of sixty (60) days notice period, then each non-defaulting Customer may by mutual agreement with the Authority take any or all of the remaining Water Allocation and corresponding payment obligation created by the default. Any portion of the defaulting Customer's Water Allocation that remains unallocated shall be added to the Redistribution Pool or designated as Authority water

capacity; however, these actions shall not relieve the defaulting Customer of its payment obligation to the Authority.

17. **PLEDGE OF CONTRACT REVENUES.** The Authority may pledge any payments, interest or other income or revenues derived under this Contract for the purpose of securing any revenue bonds issued by the Authority to finance the Authority Water Supply Source or other projects of the Authority Water Supply Facilities.

18. **NORTH PORT'S OPTION TO BECOME A MEMBER.** If the Authority pursuant to the process set forth in the Second Amended Interlocal Agreement, adds a municipality as an Authority Member Government, then North Port at its option may become a member of the Authority upon the same terms and conditions as the new municipality member. North Port must exercise its option within thirty (30) days of the effective date of the amendment to the Second Amended Interlocal Agreement adding the new municipality as a member.

19. **RE-RATING REGIONAL WATER SYSTEM.** To the extent that any component of the Regional Water System is re-rated or treatment capacity is modified with the appropriate regulatory agencies (either an increase or decrease in capacity), then each Customer's corresponding Water Allocation will be adjusted pro-rata on a basis consistent with the Cost Allocation percentage of each Customer as of the date of the re-rating occurs. The Authority agrees not to initiate a re-rating process with the intent to reduce System Capacity. For example, a Customer with a Water Allocation of 10 would receive an increase in Water Allocation of 100,000 gallons per day for a 1,000,000 gallon per day re-rating increase. To the extent that the re-rating of the Regional Water System results in the incurrence of additional capital expenditures, the Authority will notify the affected Customers of such expenditures. The expenditures required for and the associated re-rating will be allocated proportionately pursuant to the Water Allocation percentage unless any Customer(s) decide not to participate in the cost and associated benefits of the re-rating. If a Customer does not participate in the re-rating, then the change in Water Allocation and the expenditures will be allocated pro-rata to the participating Customers in accordance with their Water Allocation. All expenditures associated with re-rating will be the responsibility of the participating Customers and are to be paid to the Authority in accordance with the Contract. To the extent any increase in Water Allocation is not allocated to the Customers, it shall be held as Authority capacity that may be placed in the Redistribution Pool.

20. **DEFAULT AND REMEDY.** Recognizing the region’s paramount need for a safe and dependable source of water supply, the Parties agree this Contract may not be terminated prior to the normal expiration date specified in Section 2 and the remedy for a breach of the Contract shall be specific performance, injunctive relief and any other equitable relief, as well as monetary damages.

21. **DESIGNATION AS REPRESENTATIVE AND CO-APPLICANT STATUS.** The Authority and the Customers shall be co-applicants for any SWFWMD water use permits needed for the Authority Water Supply Facilities and Authority Water Supply Sources. Subject to Section 13 herein, the Customers shall waive all objections to the Permit applications relating to the acquisition, operation, replacement or expansion of the Authority Water Supply Facilities and Authority Water Supply Sources issued by a federal, state, or regional governmental entity. The Customers hereby designate the Authority as their representative with respect to any such Permit or in any administrative or judicial proceeding relating thereto.

22. **APPLICABLE LAW AND VENUE.** The laws of the State of Florida govern the validity, interpretation, construction and performance of this Contract and venue for any suit involving this Contract shall be in Hillsborough County, Florida.

23. **NO ASSIGNMENT.** The rights, obligations and interests of the Customers and Authority under this Contract may not be wholly or partially sold, assigned, transferred, pledged or hypothecated unless approved in writing by all Parties.

24. **NOTICE.** All notices, demands, requests and other communications shall be deemed sufficient and properly given, if in writing and delivered in person to the following addresses, sent by certified or registered mail, or by overnight delivery, postage prepaid with return receipt requested, at such addresses; provided, if such notices demands, requests or other communications are sent by mail or overnight delivery, they shall be deemed as given on the third day following such mailing which is not a Saturday, Sunday or a day on which United States mail is not delivered: The Authority’s Executive Director’s Office, 9415 Town Center Parkway, Lakewood Ranch,, Florida 34202; the Charlotte County Administrator’s Office, Charlotte County Administration Center, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094; Manatee County Administrator’s Office, Manatee County Administration Center, 1112 Manatee Avenue West, Suite 920, Bradenton, Florida 34205; the DeSoto County Administrator’s Office, 201 East Oak Street, Arcadia, Florida 34266; the Sarasota County Administrator’s Office, 1660 Ringling

Boulevard, Sarasota, Florida 34236; and the North Port City Manager’s Office, 4970 City Hall Boulevard, North Port, Florida 34286. Any Party may, by like notice, designate any further or different addresses to which subsequent notices shall be sent.

25. **RELATIONSHIP OF THE PARTIES.** Nothing herein shall be deemed to constitute any Party a partner or joint venturer, or to create any fiduciary relationship among the Parties.

26. **THIRD PARTY BENEFICIARIES.** No right or cause of action shall accrue upon or by reason hereof, or for the benefit of any person not expressly named as a Party in this Contract, except for any holders of Obligations and/or credit enhancers relating to Obligations who shall be third party beneficiaries of this Contract.

27. **WAIVER.** Unless otherwise specifically provided by the terms of this Contract, no delay or failure to exercise a right resulting from any breach of this Contract shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the Party granting such waiver. If any representation, warranty or covenant contained in this Contract is breached by any Party and thereafter waived by another Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive, either expressly or impliedly, any other breach under this Contract.

28. **AUTHORIZED REPRESENTATIVES.** For purposes of this Contract, the Parties authorized representatives are as follows: the Authority Executive Director, the Charlotte County Administrator, the DeSoto County Administrator, the Manatee County Administrator, the Sarasota County Administrator, and the City of North Port City Manager. Any Party may change its authorized representative at any time by written notice to all other Parties.

29. **SECTION CAPTIONS AND REFERENCES.** The section headings and captions contained herein are included for convenience only and shall not be considered part of this Contract or affect in any manner its construction or interpretation. Except as otherwise indicated, all references herein to sections are to sections of this Contract.

30. **SEVERABILITY.** In the event any provision of this Contract shall, for any reason, be determined invalid, illegal or unenforceable in any respect, the Parties shall negotiate in good faith and agree to such amendments, modifications or supplements to this Contract or such other appropriate actions as shall, to the maximum extent practicable in the light of such

determination, implement and give effect to the intentions of the Parties as reflected herein, and the other provisions of this Contract, as amended, modified, supplemented or otherwise affected by such action, shall remain in full force and effect.

31. **ATTORNEYS FEES AND COST.** In the event there is litigation arising under or related to this Contract, the losing Party or Parties shall pay to the successful Party or Parties all attorney's fees and costs and expenses incurred in enforcing the Contract, including attorneys' fees incurred on appeal, in adversarial administrative proceedings and in connection with bankruptcy proceedings, to the extent allowed by law. This provision shall survive the termination of this Contract.

32. **AMENDMENT.** This Contract may only be amended by a writing duly executed by the Authority, Manatee, Charlotte, DeSoto, Sarasota and North Port and only to the extent permitted by the Financing Documents authorizing the issuance of the Obligations.

33. **ENTIRE AGREEMENT.** This Contract shall constitute the entire agreement of the Authority, Charlotte, Manatee, DeSoto, Sarasota, and North Port with respect to the Authority's provision of drinking water supply.

34. **FURTHER ASSURANCES.** The Authority, Manatee, Charlotte, DeSoto, Sarasota, and North Port each shall use all reasonable efforts to provide such information, execute such further instruments and documents and take actions as may be reasonably requested by another Party and not inconsistent with the provisions of this Contract and not involving the assumption of obligations or liabilities different from, in excess of or in addition to those expressly provided for in this Contract to carry out the intent of this Contract.

35. **CONSENTS.** To the extent that the consent of any Party to this Contract is required as a condition to the action of other Parties, such consent shall not be unreasonably withheld.

36. **SUCCESSORS AND ASSIGNS.** This Contract shall be binding upon and inure to the benefit of the respective successors, permitted assigns, administrators and trustees of the Authority, Manatee, Charlotte, DeSoto, Sarasota, and North Port.

37. **EXECUTION OF DOCUMENTS.** This Contract shall be executed in fifteen (15) duplicate originals, any of which shall be regarded for all purposes as an original and all of which shall constitute one and the same instrument.

38. **INTERLOCAL AGREEMENT.** This Contract shall constitute an interlocal agreement pursuant to Section 163.01, Florida Statutes. A true and correct copy of this Contract and any subsequent amendments shall be recorded by the Authority with the clerk of the circuit court in Manatee, Charlotte, DeSoto and Sarasota.

39. **AMBIGUITY.** The Parties agree that each one has played an equal part in the negotiation and drafting of this Contract, and in the event any ambiguity should be asserted or realized in the interpretation or construction of this Contract, the result of such ambiguity shall be equally assumed and realized by each Party.

40. **SOVERIGN IMMUNITY.** The Customers intend to avail themselves to the benefits of Sections 768.28 and 163.01(9)(c), Florida Statutes, and of other statutes and common law governing sovereign immunity to the fullest extent possible. In accordance with Section 163.01(5)(0), Florida Statutes, therefore the Customers are not jointly liable for the torts of the officers or employees of the Authority, or any other tort attributable to the Authority, and that only the Authority shall be liable for torts attributable to it or for torts of its officers or employees, and then only to the extent of the waiver of sovereign immunity or limitation of liability specified in Section 768.28, Florida Statutes. The Customers intend the Authority to have all the privileges and immunities from liability and exemptions from laws, ordinances, rules and common law which apply to the municipalities and counties of the State of Florida. Nothing in this Contract is intended to inure to the benefit of any third-party for the purposes of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

41. **CONFLICT WITH INTERLOCAL AGREEMENT.** To the extent any provision herein shall conflict with a provision in the Second Amended Interlocal Agreement, the provision in the Second Amended Interlocal Agreement shall be controlling.

42. **GOOD FAITH.** The Parties agree to exercise good faith and fair dealing in respect to all matters relating to this Contract.

43. **WATER PURCHASE.** The Customers shall have a preferential right to purchase water from the Authority. The Authority may purchase water from any source available.

IN WITNESS WHEREOF, the Authority, Manatee, Charlotte, DeSoto, Sarasota, and North Port have executed this Contract on the day, month and year first above written.

PEACE RIVER/MANASOTA REGIONAL
WATER SUPPLY AUTHORITY

WITNESS:

By: _____

Date: _____

Approved as to form:

Attorney for Peace River/Manasota
Regional Water Authority

STATE OF FLORIDA
COUNTY OF MANATEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, _____ to me known to be the person described in and who executed the foregoing instrument on behalf of the Peace River/Manasota Regional Water Supply Authority, and acknowledged before me that he/she executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 20__.

Notary Public
My Commission
Expires: _____

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY

By: _____
Chairman

Date: _____

ATTEST:

_____, Clerk of Circuit
Court and Ex-Officio Clerk to the
Board of County Commissioners

By: _____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Attorney for Charlotte County

STATE OF FLORIDA
COUNTY OF CHARLOTTE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, _____, to me known to be the person described in and who executed the foregoing instrument on behalf of Charlotte County, and _____, acknowledged before me that _____, executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 20__.

Notary Public
My Commission Expires:

DESOTO COUNTY
BOARD OF COUNTY COMMISSIONERS

WITNESS:

By: _____
Chairman
Date: _____

Approved as to form:

Attorney for DeSoto County

STATE OF FLORIDA
COUNTY OF DESOTO

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, _____, to me known to be the person described in and who executed the foregoing instrument on behalf of DeSoto County, and _____, acknowledged before me that _____, executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 20__.

Notary Public
My Commission Expires:

MANATEE COUNTY
BOARD OF COUNTY COMMISSIONERS

WITNESS:

By: _____
Chair
Date: _____

Approved as to form:

Attorney for Manatee County

STATE OF FLORIDA
COUNTY OF MANATEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, _____, to me known to be the person described in and who executed the foregoing instrument on behalf of Manatee County, and _____, acknowledged before me that _____, executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 20__.

Notary Public
My Commission Expires:

SARASOTA COUNTY
BOARD OF COUNTY COMMISSIONERS

WITNESS:

By: _____
Chair
Date: _____

Approved as to form:

Attorney for Sarasota County

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, _____, to me known to be the person described in and who executed the foregoing instrument on behalf of Sarasota County, and _____, acknowledged before me that _____, executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 20__.

Notary Public
My Commission Expires:

CITY OF NORTH PORT

WITNESS:

By: _____

Date: _____

Approved as to form:

Attorney for City of North Port

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, _____, to me known to be the person described in and who executed the foregoing instrument on behalf of the City of North Port, and _____, acknowledged before me that _____, executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 20__.

Notary Public
My Commission Expires:

Exhibit “A” – DeSoto Payment Schedule
 (approved _____ 2024)

Contract Fiscal Year	Charlotte County	DeSoto County	Sarasota County	City of North Port	Manatee County	Total
FY 2024	\$369,266	\$15,482	\$345,541	\$65,711	\$0	\$796,000
FY 2025	\$369,266	\$15,482	\$345,541	\$65,711	\$0	\$796,000
FY 2026	\$306,214	\$140,892	\$381,736	\$46,157	\$62,500	\$937,500
FY 2027	\$459,322	\$211,338	\$572,604	\$69,236	\$93,750	\$1,406,250
FY 2028	\$637,703	\$293,412	\$794,980	\$92,630	\$130,159	\$1,952,379
FY 2029	\$638,317	\$306,545	\$789,876	\$92,630	\$369,853	\$2,197,220
FY 2030	\$666,988	\$335,215	\$818,547	\$92,630	\$398,523	\$2,311,903
FY 2031	\$695,659	\$363,886	\$847,217	\$92,630	\$427,194	\$2,426,586
FY 2032	\$724,329	\$392,557	\$875,888	\$92,630	\$455,865	\$2,541,269
FY 2033	\$753,000	\$421,228	\$904,559	\$92,630	\$484,536	\$2,655,952
FY 2034	\$781,671	\$449,898	\$933,229	\$92,630	\$513,206	\$2,770,634
FY 2035	\$810,341	\$478,569	\$961,900	\$92,630	\$541,877	\$2,885,317
FY 2036	\$839,012	\$507,240	\$990,571	\$92,630	\$570,548	\$3,000,000
Remaining Years	\$839,012	\$507,240	\$990,571	\$92,630	\$570,548	\$3,000,000

Exhibit “C” – New Water Supply Demands

Annual Average Daily Quantity (MGD)						
Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
2024	0.000	0.000	0.000	0.000	0.000	0.000
2025	0.000	0.000	0.000	0.000	0.000	0.000
2026	0.000	0.000	0.000	0.000	0.000	0.000
2027	0.000	0.000	0.000	0.000	0.000	0.000
2028	0.000	0.295	0.000	1.500	0.000	1.795
2029	0.000	0.343	0.000	4.000	2.000 (0.000)*	6.343 (4.343)*
2030	0.000	0.384	0.000	4.000	2.000 (0.000)*	6.384 (4.384)*
2031	1.000	0.500	0.000	4.000	2.000 (0.000)*	7.500 (5.500)*
2032	2.000	1.000	0.000	4.000	2.000 (0.000)*	9.000 (7.000)*
2033	3.000	1.000	0.000	12.000 (14.000)*	2.000 (0.000)*	18.000

Peak Month Average Day Quantity (MGD)						
Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
2024	0.000	0.000	0.000	0.000	0.000	0.000
2025	0.000	0.000	0.000	0.000	0.000	0.000
2026	0.000	0.000	0.000	0.000	0.000	0.000
2027	0.000	0.000	0.000	0.000	0.000	0.000
2028	0.000	0.354	0.000	1.800	0.000	2.154
2029	0.000	0.412	0.000	4.800	2.400 (0.000)*	7.612 (5.212)*
2030	0.000	0.461	0.000	4.800	2.400 (0.000)*	7.661 (5.261)*
2031	1.200	0.600	0.000	4.800	2.400 (0.000)*	9.000 (6.600)*
2032	2.400	1.200	0.000	4.800	2.400 (0.000)*	10.800 (8.400)*
2033	3.600	1.200	0.000	14.400 (16.800)*	2.400 (0.000)*	21.600

Maximum Daily Quantity (MGD)						
Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
2024	0.000	0.000	0.000	0.000	0.000	0.000
2025	0.000	0.000	0.000	0.000	0.000	0.000
2026	0.000	0.000	0.000	0.000	0.000	0.000
2027	0.000	0.000	0.000	0.000	0.000	0.000
2028	0.000	0.413	0.000	2.100	0.000	2.513
2029	0.000	0.480	0.000	5.600	2.800 (0.000)*	8.880 (6.080)*
2030	0.000	0.538	0.000	5.600	2.800 (0.000)*	8.937 (6.136)*
2031	1.400	0.700	0.000	5.600	2.800 (0.000)*	10.500 (7.700)*
2032	2.800	1.400	0.000	5.600	2.800 (0.000)*	12.600 (9.800)*
2033	4.200	1.400	0.000	16.800 (19.600)*	2.800 (0.000)*	25.200

“*” North Port New Authority Water Supply Demands shall be 0 MGD if written notification approved by the North Port City Council requesting 2 MGD of additional New Authority Water Supply Demands is not received by the Authority by 11/15/2024. Quantities identified in () * reflect provisional 2 MGD of North Port’s New Authority Water Supply Demands transferring to Sarasota County if the City of North Port elects not to participate by the date stated.

Exhibit “B” Water Allocations

Annual Average Day Quantity (MGD)						
Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY24	16.100	0.675	0.000	15.060	2.865	34.700
FY25	16.100	0.675	0.000	15.060	2.865	34.700
FY26	16.100	0.675	0.000	15.060	2.865	34.700
FY27	16.100	0.675	0.000	15.060	2.865	34.700
FY28	16.100	0.970	0.000	16.560	2.865	36.495
FY29	16.100	1.018	0.000	19.060	4.865 (2.865)*	41.043 (39.043)*
FY30	16.100	1.059	0.000	19.060	4.865 (2.865)*	41.084 (39.084)*
FY31	17.100	1.175	0.000	19.060	4.865 (2.865)*	42.200 (40.200)*
FY32	18.100	1.675	0.000	19.060	4.865 (2.865)*	43.700 (41.700)*
FY33	19.100	1.675	0.000	27.060	4.865 (2.865)*	52.700
Remaining Years	19.100	1.675	0.000	27.060 (29.060)*	4.865 (2.865)	52.700

Peak Month Average Day (MGD)						
Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY24	19.320	0.810	0.000	18.084	3.438	41.652
FY25	19.320	0.810	0.000	18.084	3.438	41.652
FY26	19.320	0.810	0.000	18.084	3.438	41.652
FY27	19.320	0.810	0.000	18.084	3.438	41.652
FY28	19.320	1.164	0.000	19.872	3.438	43.794
FY29	19.320	1.222	0.000	22.872	5.838 (3.438)*	49.251 (46.851)*
FY30	19.320	1.271	0.000	22.872	5.838 (3.438)*	49.301 (46.908)*
FY31	20.520	1.410	0.000	22.872	5.838 (3.438)*	50.640 (48.240)*
FY32	21.720	2.010	0.000	22.872	5.838 (3.438)*	52.440 (50.040)*
FY33	22.920	2.010	0.000	32.872 (34.872)*	5.838 (3.438)*	63.240
Remaining Years	22.920	2.010	0.000	32.872 (34.872)*	5.838 (3.438)*	63.240

Maximum Day (MGD)						
Year	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port	Total
FY24	22.540	0.945	0.000	21.084	4.011	48.580
FY25	22.540	0.945	0.000	21.084	4.011	48.580
FY26	22.540	0.945	0.000	21.084	4.011	48.580
FY27	22.540	0.945	0.000	21.084	4.011	48.580
FY28	22.540	1.358	0.000	23.184	4.011	51.093
FY29	22.540	1.425	0.000	26.684	6.811 (4.011)*	57.460 (54.660)*
FY30	22.540	1.483	0.000	26.684	6.811 (4.011)*	57.517 (54.778)*
FY31	23.940	1.645	0.000	26.684	6.811 (4.011)*	59.080 (56.280)*
FY32	25.340	2.345	0.000	26.684	6.811 (4.011)*	61.180 (58.380)*
FY33	26.740	2.345	0.000	37.884 (40.684)*	6.811 (4.011)*	73.780
Remaining Years	26.740	2.345	0.000	37.884 (40.684)*	6.811 (4.011)*	73.780

“*” North Port New Authority Water Supply Demands shall be 0 MGD if written notification approved by the North Port City Council requesting 2 MGD of additional New Authority Water Supply Demands is not received by the Authority by 11/15/2024. Quantities identified in () * reflect provisional 2 MGD of North Port’s New Authority Water Supply Demands transferring to Sarasota County if the City of North Port elects not to participate by the date stated.

Exhibit “F” – Cost Allocation Percentages

Project	Charlotte County	DeSoto County	Manatee County	Sarasota County	City of North Port
Peace River Regional Water Treatment Facility (1991 Facility) Cost Allocation	89.65%	0.42%	0.00%	0.00%	9.93%
Peace River Option Cost Allocation	33.33%	8.33%	0.00%	58.34%	0.00%
Regional Expansion Project Cost Allocation **	27.21%	0.81%	0.00%	61.72%	10.26%
1991 Rebuild Project Cost Allocation	0.00%	0.00%	0.00%	91.75%	8.25%
Surface Water System Expansion Cost Allocation	16.67%	5.55%	0.00%	66.67% (77.78%)*	11.11% (0.00%)*

Cost allocation in () shall be used if the City of North Port does not request the 2 MGD of New Authority Water Supply Demands by November 15, 2024.

**The Regional Expansion Project (REP) cost allocation percentages were applied to the total oversize facilities payment to Charlotte for the REP; however, Charlotte paid in advance for its portion so that payment by the remaining participating Customers is made pursuant to the cost allocation percentages in Section 18.2, as follows: Sarasota paying 85.62%, North Port paying 13.28% and DeSoto paying 1.1%.