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KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY,FLORIDA
RECTRAIN Receipt#1509542

CITY OF NORTH PORT, FLORIDA
and
WILL-RIDGE ASSOCIATES, LLC and
WOODOFF, LLC

WATER AND WASTEWATER SYSTEM STANDARD DEVELOPER'S AGREEMENT FOR THE WOODLAND OFFICE BUILDINGS WITHIN THE PANACEA DEVELOPMENT

THIS AGREEMENT made and entered into this 11th day of June, 2012, by and between WILL-RIDGE ASSOCIATES, LLC and WOODOFF, LLC, both of which are Florida limited liability corporations, hereinafter collectively referred to as "Developer", and the City of North Port, Florida, an incorporated municipality located within the State of Florida, hereinafter referred to as the "City".

RECITALS

1. On March 22, 2004, Developer and City entered into an agreement titled "City of North Port, Florida/Will-Ridge Associates, LLC and Huntington National Real Estate Investments, LLC for the Woodland Office Building (within the Panacea Development) Water and Wastewater System Standard Developer's Agreement" (hereinafter referred to as the "Prior Agreement." The Prior Agreement was amended on June 22, 2004.

2. On account of changed circumstances, the parties desire to enter into a novation of the Prior Agreement and its amendment, replacing them in their entirety with the agreement set forth in this instrument ("the Agreement"). The Developer and City also acknowledge that certain obligations set forth in the Prior Agreement and its amendment, and restated herein, have been completed and previously accepted, however, other certain future obligations may be required to facilitate service pursuant to this Agreement.

3. The Developer owns or controls lands ("Property") located in North Port, Florida, the boundary description of which is set forth in Exhibit "A-1" and a map of which is attached as Exhibit "A-2", both of which are incorporated herein.

4. The Developer has commenced or is about to commence development of the Property, by erecting thereon, residential or commercial improvements including improvements contemplated under this agreement.

5. The Developer is desirous of prompting the construction and/or maintenance of central water and wastewater facilities so occupants of each residence or commercial improvement constructed will receive adequate water and wastewater services.

6. The City is willing to provide, in accordance with the provisions and stipulations hereinafter set out, and in accordance with all applicable laws, central water and wastewater facilities, and to have extended such facilities by way of water and wastewater mains, and to thereafter operate such facilities so the occupants of each

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residence or commercial improvement constructed on the Property will receive adequate water and wastewater services from the City.

7. The City is also willing to provide reclaimed water service, if applicable and economically feasible and subject to City regulation.

ACCORDINGLY, for and in consideration of the Recitals, the mutual undertakings and agreements herein contained and assumed, and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the parties, the Developer and the City hereby covenant and agree as follows:

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

SECTION 2. DEFINITIONS. The definitions set forth in the chapter entitled "Public Utilities" found in the North Port City Code shall apply in this Agreement unless otherwise specified below. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

(1) "Service": The readiness and ability on the part of the City to furnish water and wastewater services to each lot.

(2) "Point of Delivery or Collection": The point where the pipes of utility are connected with the pipes of the customer. Unless otherwise indicated, the point of delivery shall be the point on the customer's lot line.

(3) "Contribution-In-Aid-Of-Construction": The sum of money, and/or property, represented by the value of the water distribution and wastewater collection systems constructed by Developer, which Developer covenants and agrees to pay and/or transfer to the City as a contribution-in-aid-of-construction, to induce the City to continuously provide water and wastewater services to the Property.

SECTION 3. EASEMENT AND RIGHT OF ACCESS. Developer hereby grants at no cost to the City the exclusive right or privilege to construct, own, maintain, and operate the water and wastewater facilities in, under, over and across the present and future streets, roads, easements, reserved utility sites and public places as provided and dedicated to public use in the record plats, or as provided for in agreements, dedications or grants made otherwise and independent of said record plats. Developer acknowledges that the City will possess the right of ingress and egress to carry out these utility functions through the recording of the final plat. The foregoing grants shall be for such period of time, as the City requires such rights, privileges or easements in the ownership, maintenance, operation or expansion of the water and wastewater facilities. The City covenants that it will use due diligence in ascertaining all easement locations; however, should the City install any of its facilities outside a dedicated easement area, Developer, the successors and assigns of Developer, covenant and agree that the City will not be required to move or relocate any facilities lying outside a dedicated easement area so long as the facilities do not interfere with the then proposed use of the area in which the facilities have been installed. The City hereby agrees that all easement grants will be utilized in accordance with the established and generally accepted practices of the water and wastewater industry with respect to the installation of all its water and wastewater facilities in any of the easement areas; and the Developer in granting easements herein, or pursuant to the terms of this instrument, shall have the rights to grant exclusive or non-exclusive rights, privileges and easements to other entities.

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provide the Property any utility services other than water and wastewater services. The Developer shall obtain, at its own expense, upon direction by the City, any and all easements necessary which easements shall be in favor of the City. The Developer agrees to dedicate to the City, an easement, as to be determined by the City, so as to allow the City to enter the Property and make such alterations, repairs, or other work, as City shall deem necessary to achieve efficient service in the water and sewer systems. Any easement shall be dedicated to the City and recorded in the Public Records of Sarasota County, Florida within ten days of acceptance of the asset by the City.

SECTION 4. PROVISION OF SERVICE, PAYMENT OF RATES. Upon the continued accomplishment of all the prerequisites contained in this Agreement to be performed by the Developer, the City covenants and agrees that it will allow the connection of the water distribution and wastewater collection facilities installed by Developer to the central water and wastewater facilities of the City in accordance with the terms and intent of this Agreement. Such connection shall be in accordance with rules and regulations of the Department of Health and the Florida Department of Environmental Protection. The City agrees that once it provides water and wastewater services to the Property and Developer or others have connected customer installations to its system, that thereafter, the City will continuously provide in return for payment of all applicable rates, fees, and charges and in accordance with the other provisions of this Agreement, and of applicable laws, including rules and regulations and rate schedules, water and wastewater services to the Property in a manner to conform with all requirements of all governmental agencies having jurisdiction over the water distribution and wastewater collection operations of the City. The Developer, its successors and assigns agree to timely and fully pay all applicable monthly rates, fees and charges including but not limited to, Utility Inspection Fees and the Developer Agreement Fees to the City and otherwise fully comply with the City's codes, rules, regulations, and ordinances applicable to the provision of water and wastewater service.

SECTION 5. DESIGN, REVIEW, CONSTRUCTION, INSPECTION AND CONVEYANCE OF FACILITIES.

5.1 So that the City may provide water and wastewater facilities, and to continuously provide customers located on the Property with water and wastewater services, Developer hereby covenants and agrees to pay for the construction and to transfer ownership and control to the City as a contribution-in-aid-of-construction, the on-site and off-site water distribution and wastewater collection systems referred to herein.

5.2 Developer shall provide the City with engineering plans and specifications of the type and in the form as prescribed by the City, showing the on-site and off-site water distribution, irrigation distribution (if applicable) and wastewater collection systems proposed to be installed to provide service to the subject Property. The Utility Engineer will advise Developer's engineer of any sizing requirements as mandated by the City's system policies and utility standards for the preparation of plans and specifications of facilities within the Property. If applicable, such detailed plans may be limited to a phase of the Property, and subsequent phases may be furnished from time to time. However, each such phase, if applicable, shall conform to a master plan for the development of the Property and such master plan shall be submitted to the City concurrent with or prior to submission of plans for the first phase. All such plans and specifications shall be submitted to the City and no construction shall commence until the City has approved such plans and specifications in writing. The complete plans and specifications, as to be approved by the City's Utilities

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Director or designee, for connection to the City's system shall be prepared by the Developer's Professional Engineer, who shall be registered in the State of Florida. All construction shall be in strict conformity with the final plans and specifications as approved by the City. The City, its Utilities Director, or other representative, shall have the right to inspect any and all construction, whether in public rights-of-way or on private property. Upon notification of any deviation from the approved plans and specifications, the Developer shall immediately make modifications as directed by the City. No construction shall be commenced without final approval of the plans and specifications by the City's Utilities Director. After approval, Developer shall cause to be constructed, at Developer's expense, the water distribution, irrigation and wastewater collection systems as shown on all plans and specifications.

5.3 The Developer agrees to the following working hours for any work done by City in connection with implementation of this Agreement. Normal working hours are defined as Monday through Friday, 7:00 a.m. to 3:30 p.m. Work outside of the normal working hours will constitute an "Overtime" rate, which will be reimbursed to the City. The Overtime rate will be calculated by the City on a time and a half basis plus all overhead fees. Should work be conducted on scheduled holidays, the Developer will be responsible to reimburse on a double time and a half rate plus all overhead fees. The City will invoice for such fees and payment must be made by Developer within 30 days.

5.4 To connect Developer's water transmission and distribution system to the City's existing water transmission system, Developer's wastewater collection system to the City's existing wastewater system Developer shall design to the City's specifications, apply for and be issued all required permits, and construct to the City's most current specifications all infrastructure, approved by Staff Development Review (SDR). The Developer agrees to upgrade and pay for any and all supporting infrastructure, which is required to support the flows for the said project to include but not be limited to a DATAFLOW SCADA system on any existing or newly constructed lift stations that will serve the project.

5.5 The Developer understands the need to support the City's water conservation efforts and, to the extent it is possible shall utilize Florida friendly yards, xeriscape landscaping and agrees to permit, construct and design all irrigation systems to meet the City's reclaimed water standards approved by Staff Development Review (SDR) and to include FDEP Rule 62-610.460. The quality of the reclaimed water shall meet the requirements of FDEP Rule 62-610.460. The City shall be held harmless and indemnified by the Developer for the resulting water quality after mixing in the Developer's storage pond, unless reclaimed waters of quality not meeting the requirements of FDEP Rule 62-610.460 is provided by the City. The Developer agrees to connect any existing irrigation distribution systems to the City's reclaimed water system at such time as reclaimed water is made available to the development.

5.6 All costs relating to the construction of the systems by the Developer including but not limited to labor, overhead, permits, taxes, licenses, application fees, easement acquisitions, lift stations, backflows, SCADA systems, pumps, pipes, materials, and any other direct or indirect costs related to the construction shall be borne by the Developer and shall be fully paid by the Developer. All of the City's costs in connection with the construction including but not limited to charges for inspections, maintenance, administrative expenses, and other costs incurred by the City in connection with this matter shall be paid by the Developer.

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In addition to such costs, the Developer shall pay to the City, fees described in Section 4 above and in Section 20 below.

5.7 During the construction of the water distribution and wastewater collection systems by Developer, the City shall have the right to inspect such installation to determine compliance with plans and specifications, adequacy of the quality of the installation, and further, shall be entitled to perform standard tests for pressure, infiltration/vacuum, line and grade, and all other normal engineering tests required by specifications and/or good engineering practices. Complete as-built plans shall be submitted to the City upon completion of construction. City inspections of the off-site and on-site facilities will not delay the construction schedule.

5.8 Developer shall have applied for, and have been issued; all required permits for construction of the facilities described herein and shall have prepared all documents necessary to solicit bids from qualified contractors. Developer acknowledges that the City may request the facilities be oversized and Developer agrees if directed by the City to design such oversized facilities to prepare either separate bid proposals or one bid proposal for the oversizing as the base proposal and Developer required line size as an alternative proposal. Before publication of distribution by Developer, Developer agrees to submit either separate bid proposals or a singular bid proposal to the City for its review and comment which may include, but not limited to, requiring incorporating for provisions for compliance with public project bid requirements. Provided that the City does not reject the bid proposal which Developer intends to accept, City agrees to pay Developer the difference of the bid construction cost for the oversizing of the pipeline not later than thirty (30) days following approval by the City of the Developer's delivery of its contractually required incremental payment to its construction contractor if City elects to request Developer to construct any oversized facilities. The Developer understands and agrees that the City's share of construction cost shall not include such items as design, insurance, contingency, construction management and administrative fees.

5.9 By these presents, Developer hereby transfers to the City, title to all water distribution and wastewater collection systems installed by Developer's contractor, pursuant to the provisions of this Agreement. Such conveyance is to take effect without further action upon the acceptance by the City of said installation. As further evidence of said transfer to title, and upon the completion of the installation and prior to the rendering of service by the City, Developer shall convey to the City, by bill of sale, or other appropriate documents, in a form satisfactory to the City's counsel, the complete on-site and off-site water distribution and wastewater collection systems as constructed by Developer and approved by the City. Developer shall further cause to be conveyed to the City, all easements and/or rights-of-way covering areas in which water distribution and wastewater collection lines are installed by recordable document in a form satisfactory to the City's counsel. All conveyance of easements and/or rights-of-way shall be accompanied by a title policy or other evidence of title, satisfactory to the City, establishing Developer's rights to convey such continuous enjoyment of such easements or rights-of-way for those purposes set forth in this Agreement to the exclusion of any other person in interest. The use of easements granted by Developer shall include the use by other utilities so long as such uses by electric, telephone, gas utilities, or cable television do not unreasonably and materially interfere with use by the City. The City agrees that the acceptance of the water distribution and wastewater collection systems, installed by Developer, for service, or by acceptance of the bill of sale, shall constitute that

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assumption of responsibility by the City for the continuous operation and maintenance of such systems from that date forward.

5.10 All installations by Developer or its contractor shall have at least a one-year warranty from the date of acceptance by the City. Mortgagee(s), if any, holding prior liens on such properties shall be required to release such liens, subordinate their position and join in the grant or dedication of the easements or rights-of-way. Any such liens shall remain subordinate to this Agreement. All water distribution and wastewater collection facilities shall be covered by easements if not located within platted or dedicated rights-of-way.

5.11 Whenever the development of the subject Property involves one customer or a unity of several customers, and in the opinion of the City ownership by the City of the internal water distribution and wastewater collection systems is not necessary, then at the sole option of the City, Developer, or its successor or assigns, shall retain ownership and the obligation for maintenance of such on-site facilities.

5.12 Payment of the contribution-in-aid-of-construction does not and will not result in the City waiving any of its rates, rate schedules or rules and regulations, and their enforcement shall not be affected in any manner whatsoever by Developer making the contribution. The City shall not be obligated for any reason whatsoever nor shall the City pay any interest or rate of interest upon the contribution. Neither Developer nor any person or other entity holding any of the Property by, through or under Developer, or otherwise, shall have any present or future right, title, claim or interest in and to the contributions or to any of the water and wastewater facilities and properties of the City, and all prohibitions applicable to Developer with respect to no refund of contributions, no interest payment on said contributions and otherwise, are applicable to all persons or entities. Any user or customer of water and wastewater services shall not be entitled to offset any bill or bills rendered by the City for such service or services against the contributions. Developer shall not be entitled to offset the contributions against any claim or claims of the City unless specified in the Special Conditions of this Agreement.

5.13 If any use involving commercial kitchen facilities is located on the Property, the wastewater facilities shall include such grease interceptors or grease traps (a "Grease Trap) as may be required by City Standards or by applicable law, codes, rules, regulations and standards pertaining thereto, as the same may from time to time be amended. All wastewater from any grease producing equipment, including floor drains in food preparation areas, must first enter the grease trap for pretreatment before the wastewater is delivered to City's wastewater system. Provisions for a Grease Trap shall be included in the plans and specifications and shall call for such size, capacity and other specifications as are required by City's Standards and the applicable governmental agencies. City shall have the right, but not the obligation, to inspect and test any Grease Trap in order to ensure compliance with the terms hereof. Developer shall indemnify and hold harmless City from and against any and all liability, cost, expenses and fees, including attorneys' fees and costs, arising or resulting from Developer's failure to install and adequately maintain a Grease Trap including, without limitation, any costs or expenses resulting or arising from damage to City's wastewater system lines, lift stations and plant facilities caused by grease, oil, fats, prohibited solvents or any other materials entering into or coming in contact with such lines, lift stations and plant facilities because of Developer's failure to adhere to the provisions.

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5.14 Developer shall have applied for, and have been issued; all required permits for construction of the facilities described herein and shall have prepared all documents necessary to solicit bids from qualified contractors. Developer acknowledges that the City may request the facilities be oversized and Developer agrees if directed by the City to design such oversized facilities to prepare either separate bid proposals or one bid proposal for the oversizing as the base proposal and Developer required line size as an alternative proposal. Before publication of distribution by Developer, Developer agrees to submit either separate bid proposals or a singular bid proposal to the City for its review and comment which may include, but not limited to, requiring incorporating for provisions for compliance with public project bid requirements. Provided that the City does not reject the bid proposal which Developer intends to accept, City agrees to pay Developer the difference of the bid construction cost for the oversizing of the pipeline not later than thirty (30) days following approval by the City of the Developer's delivery of its contractually required incremental payment to its construction contractor if City elects to request Developer to construct any oversized facilities. The Developer understands and agrees that the City's share of construction cost shall not include such items as design, insurance, contingency, construction management and administrative fees.

SECTION 6. EVIDENCE OF TITLE. Within a period of thirty (30) days after the execution of this Agreement, at the expense of the Developer, Developer agrees to either deliver to the City an Abstract of Title, brought up to date, which abstract shall be retained by the City and remain the property of the City, or to furnish the City an opinion of title from a qualified attorney at law or a qualified title insurance company with respect to the Property, which opinions shall include a current report on the status of the tile, setting out the name of the legal title holders, the outstanding mortgages, taxes, liens, and covenants. The provisions of the Section are for the exclusive rights of service contained in the Agreement. Any mortgage or lien holder having an interest in the Property shall be required to join in the grant of exclusive service rights set forth in this Agreement. Any and all such grants of exclusive service rights set forth in the Prior Agreement shall survive through the adoption of this Agreement. Title standards shall be the same as those applicable to real estate generally adopted by the Florida Bar and in accordance with Florida law.

SECTION 7. OWNERSHIP OF FACILITIES. Developer agrees with the City that all water and wastewater facilities conveyed to the City for use in connection with providing water and wastewater services to the Property, shall at all times remain in the complete and exclusive ownership of the City, and any entity owning any part of the Property or any residence or building constructed or located thereon, shall not have the right, title, claim or interest in and to such facilities, or any part of them, for any purpose, including the furnishing of water and wastewater services to other persons or entities located within or beyond the limits of the Property.

SECTION 8. APPLICATION OF RULES, REGULATIONS, AND RATES. Notwithstanding any provision in this Agreement, the City may establish, revise, modify and enforce rules, regulations and rates covering the provision of water and wastewater services to the Property. Such rules, regulations and rates are subject to the approval of the City of North Port, Florida. Such rules and regulations shall at all times be reasonable and subject to regulations as may be provided by law or under contract. Rates charged to Developer or customers located upon the Property shall be identical to rates charged for the same classification of service. All rules

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regulations and rates in effect, or placed into effect in accordance with the preceding, shall be binding upon Developer, upon any other entity holding by, through or under Developer; and upon any customer of the water and wastewater services provided to the Property by the City.

SECTION 9. PERMISSION TO CONNECT REQUIRED. Developer, or any owner of any parcel of the Property, or any occupant of any residences or buildings located thereon, shall not have the right to and shall not connect any customer installation to the water and wastewater facilities of the City until the City has granted approval for such connection and shall be subject to illegal connection fee in effect at the time of discovery.

SECTION 10. BINDING AGREEMENT; ASSIGNMENTS BY DEVELOPER; DISCLOSURE; INDEMNIFICATION RELATING TO ASSIGNMENT.

10.1 This Agreement shall be binding upon and shall inure to the benefit of Developer, the City and their respective assigns and successors by merger, consolidation or conveyance.

10.2 This Agreement shall not be sold, conveyed, assigned or otherwise disposed of by Developer without the written consent of the City first having been obtained, which consent shall not be unreasonably withheld. For a period of two years after the execution of this Agreement and only with the written consent of the City first having been obtained, Developer may elect to assign unconnected ERCs to Centex Homes, a Florida General Partnership, Sovereign National Property Company, Inc., and Benderson 85-1 Trust, Ben Mil Associates, Inc., River Ridge Associates, Ronald Benderson 1995 Trust, & WR-I Associates, Ltd. (collectively, "the Assignees"), insofar as the Assignee remains a party to a Water and Wastewater System Standard Developer's Agreement executed contemporaneous with the execution of this Agreement , and provided further that (i) the Developer has declared build-out of Water and Wastewater facilities to be connected to the City's Water and Wastewater facilities pursuant to the terms of this Agreement, (ii) the ERCs being assigned are current, (iii) the Assignee is in good standing pursuant to the terms of its Agreement with the City, and (iv) the Developer and Assignee acknowledge the assignment in writing to the City. The City's consent shall not be unreasonably withheld in the event of either a sale, conveyance, assignment or other disposal of this Agreement, or the assignment of ERCs under the terms of this Agreement.

10.3 Developer and City acknowledge that Developer may sell or lease some or all of the Property, and may or may not be the Applicant who shall subsequently pay the Water and Wastewater Capital Charges prior to connection of the proposed units to be serviced by the City. Developer agrees to disclose to any grantee, lessee, or assignee any obligation of such grantee, lessee, or assignee to pay to City the then adopted Water and Wastewater Capital Charges.

10.4 Developer agrees to disclose in writing to any grantee, lessee, or assignee, the Developer's entitlement to receive a refund from the City of any Water and Wastewater Capital Charges paid and reserved hereunder by Developer to the City upon payment of those Water and Wastewater Capital Charges by any grantee, lessee or assignee of Developer.

10.5 Developer, on behalf of itself and its successors and assigns, hereby further agrees to indemnify, defend, save and hold harmless the City from and against any and all suits, actions, claims, demands, liabilities, judgments and costs of any nature whatsoever arising as a result of City's refund to Developer of the Water and Wastewater Capital Charges previously paid by Developer and/or the City's receipt of payment from Developer's grantees, lessees, or assignees, of new Water and Wastewater Capital Charges at the time of application for connection of the

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proposed units to be served by the City unless same was due to City's negligence by act or omission. In the event the City is made a party to any litigation arising as a result thereof, City shall have the option of providing for its own defense in said litigation and billing Developer, its successors and/or assignees for all expenses of litigation, including its direct costs, at the commercially recognized rate for attorney fees, inclusive of paralegal or legal assistant services, which expenses Developer shall pay promptly upon demand, or in the alternative, designating Developer, its successors and/or assigns, to defend City at the expense of Developer, its successors and assignees.

SECTION 11. NOTICES. Until further written notice by either party to the other, all notices provided for herein shall be in writing and delivered by courier service or by US Mail to:

As to Developer:

Will-Ridge Associates, LLC and Woodoff, LLC
C/O 8441 Cooper Creek Boulevard
University Park, FL34201
Telephone: 941-359-8303
Fax: 941-359-1836
Attn: Todd M. Mathes

As to City:

City of North Port Utilities Department
Attention: Utilities Director
6644 W. Price Boulevard
North Port, FL34291
Telephone: (941) 240-8000

SECTION 12. SURVIVAL OF COVENANTS. The rights, privileges, obligations and covenants of Developer and the City shall survive the completion of work of Developer with respect to completing the water and wastewater facilities and services to any phase area and to the Property as a whole.

SECTION 13. ENTIRE AGREEMENT; AMENDMENTS; APPLICABLE LAW; VENUE; ATTORNEY'S FEES.

13.1 This Agreement supersedes all previous agreements or representations either verbal or written, heretofore in effect between Developer and the City, made with respect to the matters herein contained, and when duly executed, constitutes the Agreement between Developer and the City.

13.2 No additions, alterations or variations of the terms of this Agreement shall be valid, nor can either party waive provisions of the Agreement, unless such additions, alterations, variations or waivers are expressed in writing and duly signed.

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13.3 This Agreement shall be governed by the laws of the State of Florida, as well as all applicable local ordinances of the City and it shall be and become effective immediately upon execution by both parties hereto.

13.4 Exclusive venue for any action arising out of this Agreement shall be in the state courts having jurisdiction within Sarasota County, Florida.

13.5 In the event that the City or Developer is required to enforce this Agreement by court proceedings or otherwise, by instituting suit or otherwise, then the prevailing party in such suit shall be entitled to recover all costs incurred, including reasonable attorney's fees.

SECTION 14. DISCLAIMERS, LIMITATIONS ON LIABILITY.

14.1 STATUS. The parties deem each other to be independent contractors, and not agents of the other.

14.2 INDEMNITY. In consideration of Ten Dollars and other good and valuable consideration from the City to Developer, the adequacy and receipt of which is hereby acknowledged by Developer, Developer shall indemnify the City, its respective agents, commissioners and employees, from and against any and all claims, liability, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and fees, including reasonable attorney's fees, for injury (including death) to persons or damage to property or property rights that may arise from or be related to acts, errors, or omissions of Developer, its agents, employees, servants, licensees, invitees, or contractors or by any person under the control of direction of Developer, or by Developer's connection to and use of the City's system, and Developer shall indemnify and hold harmless the City as aforesaid from all liability, claims and all other items above mentioned, arising or growing out of or connected with any default, breach, violation or nonperformance by Developer of any covenant, condition, agreement or provision contained in this Agreement concerning all or any part of the City's system. Should the Developer fail for any reason to indemnify and hold harmless the City, the City shall have the right to enforce the terms of this Agreement by placing a lien against the Property, but excluding lots subsequently sold to third party end users, upon which this Agreement runs, and the City shall be entitled to recover interest at the highest lawful rate on the lien and shall be entitled to foreclose and enforce the lien and recover costs and fees in connection with the foreclosure of the lien or enforce this Agreement in any other manner allowed by law, including termination of service. Such indemnification shall include costs for physical repair of the City's system.

14.3 FORCE MAJEURE.

(a) Neither party shall be liable to the other in any way whatsoever for any failure or delay in performance of any of the obligations under this Agreement (other than obligations to make payment) arising out of any event or circumstance beyond the reasonable control of such party ("force majeure event"), including without limitation, acts of God, hurricanes, earthquakes, fires, floods, washouts, power outages, explosions, interruptions in telecommunications or internet or network provider services, acts of governmental entities (provided, however, that a legislative or executive act of the City shall not constitute a force majeure event as to the City except in the case of a declared

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emergency), war, terrorism, civil disturbance, insurrection, riots, acts of public enemies, epidemics, strikes, lockouts or other labor disputes, inability of City to obtain necessary materials, supplies, labor, or permits whether due to existing or future rules, regulations, orders, laws or proclamations, either federal, state or county (but not any such rules, regulations, orders, laws or proclamations by the City, except as set forth above relating to declared emergencies), civil or military, or otherwise, and other causes beyond the reasonable control of either party, whether or not specifically enumerated herein.

(b) Failure or delay of performance by either party due to a force majeure event shall not be deemed a breach of this Agreement, and neither party shall have the right to terminate this Agreement on account of non-performance of the other party based on a force majeure event.

(c) Furthermore, any temporary cessation or interruption of water and/or sewer services to the Property by the City resulting from necessary maintenance work, breakdown of, or damages to, machinery, pumps or pipelines shall not constitute a breach of this Agreement by the City nor shall it impose liability upon the City by the Developer, its successors or assigns.

14.4 LIMITATION OF LIABILITY; AVAILABLE REMEDIES.

(a) IN NO EVENT SHALL THE CITY HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND ON WHATEVER THEORY OF LIABILITY, ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS OR BUSINESS INTERRUPTION, EVEN IF THE CITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; and

(b) DEVELOPER'S REMEDIES AGAINST THE CITY FOR CITY'S FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT, IF NOT EXCUSED ON THE BASIS OF A FORCE MAJEURE EVENT OR AS OTHERWISE PROVIDED IN THIS AGREEMENT, SHALL BE LIMITED TO SPECIFIC PERFORMANCE, INJUNCTION OR OTHER EQUITABLE RELIEF.

14.5 DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of and shall be binding upon the formal parties hereto and their respective authorized successors and assigns, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a party to this Agreement or an authorized successor or assignee thereof.

14.6 DISCLAIMER OF SECURITY. Notwithstanding any other provision of this Agreement, the Developer expressly acknowledges (1) that it has no pledge of or lien upon any real property (including, specifically, the City's system), any personal property, or any existing or future revenue source of the City (including, specifically, any revenue or rates, fees, or charges collected by the City in connection with the City system) as security for any amounts of money payable by the City under this Agreement; and (2) that its rights to any payments or credits under this Agreement are subordinate to the rights of all holders of any stocks, bonds, or notes of the City, whether currently outstanding or hereafter issued.

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DATE: 6-13-2012

14.7 CERTIFICATE OF INSURANCE. Developer shall furnish the City with a certificate(s) of insurance prior to the date upon which FDEP permits for construction of any On-Site Facilities, Off-Site Facilities or Treatment Facilities are signed by the Utility Director which shall comply with the insurance requirements set forth below. Said certificate shall provide that insurance coverage shall not be canceled or reduced by the insurance carrier without at least thirty (30) days prior written notice to the City. In the event that the insurance coverage expires prior to completion of the project, renewal certificates shall be issued 30 days prior to said expiration date. The City reserves the right to alter or amend the insurance requirements from time to time based on scope of the contract and risk factors. Insurance policies must be written by companies licensed to do business in the State of Florida and reasonably acceptable to the City. The City must be named an additional insured on all policies except worker's compensation. Approval and acceptance of insurance by the City shall not relieve or decrease the liability of the Developer. Commercial general liability insurance coverage must be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damages, and property damage resulting from explosion, collapse or underground exposures, personal injury and advertising injury. Fire damage liability shall be included at $100,000.

14.7.1 City Insurance Requirements

	City Insurance Requirements
WORKERS COMP all state and federal statutory limits apply	$3,000,000 each accident $1,000,000 each employee $1,000,000 policy limit for disease
COMMERCIAL GENERAL LIABILITY occurrence form; required aggregate separate to this job	$3,000,000 each occurrence $6,000,000 general aggregate $1,000,000 products and completed ops $100,000 fire damage
COMMERCIAL AUTO LIABILITY all owned, non-owned, hired vehicles	$3,000,000 each accident for property damage and bodily injury with contractual liability coverage

14.7.2 RESERVATION OF RIGHTS - The City of North Port reserves the right to alter or amend these requirements, to decrease or increase the requirements as they see fit, without prior notice, depending on the scope of the contract and the risk factors involved.

14.7.3 ADDITIONAL REQUIREMENTS - The (contractor / vendor) shall furnish the City with Certificates of Insurance. The City of North Port is to specifically be listed / named as an ADDITIONAL INSURED on both the COMPREHENSIVE GENERAL LIABILITY and BUSINESS AUTO POLICIES. All Certificates of Insurance must be on file with and approved by the City before commencement of any work activities. An

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DATE: 6-13-2012

INDEMNIFICATION & HOLD HARMLESS AGREEMENT must be signed by an authorized representative of the firm and included with the Certificate of Insurance for all contracts for service.

SECTION 15. COVENANT NOT TO ENGAGE IN UTILITY BUSINESS. The Developer, as a further consideration for this Agreement, agrees that it shall not (the words "shall not" being used in a mandatory definition) engage in the business of providing water and wastewater services to the Property during the period of time the City, its successors and assigns, provide water and wastewater services to the Property, it being the intention of the parties hereto that the foregoing provision shall be a covenant running with the land and under said provision and also under other provisions of this Agreement the City shall have sole and exclusive right and privilege to provide water and wastewater services to the Property and to the occupants of each residence, building or unit constructed thereon.

SECTION 16. RECORDATION. The parties hereto agree that an executed copy of this Agreement and Exhibits attached hereto shall be recorded in the Public Records of Sarasota County, Florida at the expense of the Developer.

SECTION 17. SEVERABILITY. If any court finds any part of this Agreement invalid or unenforceable, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced, and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared severable.

SECTION 18. AUTHORITY TO EXECUTE AGREEMENT. The signature by any person to this Agreement shall be deemed a personal warranty by that person that he has the full power and authority to bind any corporation, partnership, or any other business entity for which he purports to act hereunder.

SECTION 19. CAPACITY.

19.1 Except as otherwise may be set forth in this Agreement, the execution of this Agreement between Developer and the City does not constitute a specific reservation of capacity by Developer. Unless and until the required capacity fees and charges have been paid by Developer, the City does not hereby guarantee that capacity will be available for Developer's project on any later date.

19.2 Any specific reservations of capacity, and the fees and charges for such reservation of capacity, must be detailed either within the body of this Agreement or in Section 20 -- Special Conditions. Such reservation of capacity shall be so reserved for a definite period of time only as long as the payment of appropriate fees and charges are made by Developer or as negotiated between the parties.

19.3 Capacity fees that are paid for by the Developer for reservation of capacity, but which are not used by Developer within the period of the reservation, are not refundable.

19.4 City reserves the right to adjust the Water and Wastewater Capital Charges (higher or lower) in the future. Developer shall pay the adopted capacity charge that is in effect at the time of meter application for water and wastewater capacity, as well as the connection fee and security deposits as connections are required and approved by the North Port Utilities Department.

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DATE: 6-13-2012

SECTION 20. SPECIAL CONDITIONS. The following Special Conditions are mutually agreed between Developer and the City. To the extent that these Special Conditions conflict with the recitals or provisions contained within the Developer's Agreement, these Special Conditions shall prevail.

1. Delinquencies under Prior Agreement. City and Developer acknowledge and agree that pursuant to the Prior Agreement:

   a. Developer paid for and reserved ERCs, which 29 water ERCs and 29 wastewater ERCs remain unconnected as of the date of this Agreement;

   b. Developer owes, and is delinquent in paying, $8,990.44 in guaranteed revenues and additional fees associated with the 29 water ERCs and 29 wastewater ERCs of reserved capacity, which was due and payable on May 15, 2012;

   c. Developer owes, and is delinquent in paying, $449.52 in late fees related to the unpaid guaranteed revenues, as of May 15, 2012.

2. Conditions of City's Forbearance. City agrees to forbear declaring the Prior Agreement in default and pursuing collection of the delinquent guaranteed revenues and late fees set forth in Section 1 above, on the terms set forth below.

   a. City will defer, but not waive, collection of past due guaranteed revenues and any additional accruing guaranteed revenues for a period of two years from the effective date of this agreement. As soon as feasible after expiration of the two year period, Developer will be billed for all past due guaranteed revenues, and for all additional guaranteed revenues that have accrued. Billing of guaranteed revenues for less than the full two year period shall be on a *pro rata* basis for the number of days each ERC remained unconnected or unused during the preceding two year period. Payment of guaranteed revenues shall be promptly made upon the expiration of the aforesaid two year period.

   b. If Developer has not connected all of the 29 water ERCs and 29 wastewater ERCs reserved by expiration of the aforesaid two year period, guaranteed revenues will begin accruing on all unconnected ERCs as of that date.

   c. After the aforesaid two year period, Guaranteed Revenue Charges will be calculated annually for the period running from June 1 to May 31, and are charged *pro rata* based on the number of days each ERC remains unconnected during the billing period. City will invoice Developer for the guaranteed revenue charge as soon as feasible after May 31 of each year, or within 60 days of Developer's final connection to City's central water and wastewater system, whichever is earlier. Guaranteed revenues will continue to be billed on an annual basis until connection for all reserved ERCs has been made. The Developer shall have thirty (30) days from the date of the guaranteed revenue invoice to make payment.

   d. As of June 1, 2006, the Guaranteed Revenue Charge was set at $160.00 per year per water ERC and $150.00 per year per wastewater ERC, and currently remains at that amount; however, City reserves the right to adjust the charge (higher or lower) in the future. Developer shall pay the guaranteed revenue charge in effect at the time of payment.

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Patsy C. Adkins
DATE: 6/13/2012

e. Upon Developer's connection of any of the 29 water ERCs and 29 wastewater ERCs reserved, Developer shall pay to City the *pro rata* delinquent guaranteed revenues set forth in Section 1 above, plus any additional guaranteed revenues that have accrued for that particular connection if the connection is made after the expiration of the aforesaid two year period; provided, however, that Developer's payment of guaranteed revenues upon connection shall be calculated *pro rata* based on the number of ERCs to be connected as a fraction of the 29 water ERCs and 29 wastewater ERCs reserved.

f. The late fees owed by Developer set forth in Section 1 above shall be waived by City *pro rata* based on guaranteed revenues paid by Developer upon connection of the reserved ERCs prior to the expiration of the aforesaid two year period.

g. If, by the end of the aforesaid two year period, Developer fails to connect the 29 water ERCs and 29 wastewater ERCs reserved and fails to pay all amounts due under this Agreement (*that is*, delinquent guaranteed revenue of $8,990.44 and late fees not waived in connection with payment of guaranteed revenues), such failure shall upon notice by City constitute an event of default.

SECTION 21. DEFAULT, NOTICE, DAMAGES AND REMEDIES.

a. The Developer shall have a five (5) day grace period before a failure to make payment as required herein shall constitute an event of default under this Agreement. The Developer shall be assessed a five percent (5%) late fee to be calculated on any delinquent payment if made after the expiration of the five (5) day grace period. In the event of the Developer's failure to make timely payment as set forth herein and upon the expiration of the five (5) day grace period, the City shall, prior to declaring an event of default, provide the Developer with written notice of the City's intent to declare an event of default. Upon such notice, should the Developer be in default of any provision of this Agreement, and fail to cure the default upon proper notice, the City has the right to deny issuance of any building permits, certificate of occupancies or approval of any FDEP permits for utility construction associated with the project. The Developer shall have an additional twenty (20) days from the date the Developer receives the City's written notice within which to make the specified payment.

b. Should the Developer fail to cure a default upon its receipt of proper notices, the City may undertake the appropriate legal actions it deems necessary to enforce its right and remedies as provided under this Agreement and Florida law.

c. City and Developer agree that in the event of an uncured default by Developer resulting in termination of this Agreement, City will suffer damages not only in the amount of any unpaid capacity fees, any unpaid guaranteed revenues and any associated late fees, but also in the amount of Developer's proportionate share of the capital investment City has made in constructing the City's water and wastewater system made available to serve Developer, including but not limited to the debt service on bonds or other financing instruments issued for that purpose. For purposes of calculating damages related to City's capital investment in the water and wastewater system, City and Developer agree that such damages shall be valued at $132.73 per year per reserved but unconnected water ERC and

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at $111.82 per year per reserved but unconnected wastewater ERC, and that Developer shall be liable to City, as liquidated damages, and not as a penalty, for three (3) years of such damages. This liquidated damages amount shall pertain only to City's damages related to its capital investment in its water and wastewater system, and shall be in addition to City's damages related to unpaid capacity fees, unpaid guaranteed revenues and associated late fees.

d. In addition to its other remedies, should the Developer be in default of any provision of this Agreement, and fail to cure the default upon proper notice, the City has the right to deny issuance of any building permits, certificate of occupancies or approval of any FDEP permits for utility construction associated with the project.

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CERTIFIED BY:
PATSY C. ADKINS, DEPUTY CITY CLERK
Patsy C. Adkins
DATE: 6-13-2012

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

ATTEST:

CITY OF NORTH PORT, FLORIDA

Patsy Adkins for Helen Raimbeau
HELEN M. RAIMBEAU, MMC
CITY CLERK

By: Jonathan R. Lewis
JONATHAN R. LEWIS, ICMA-CM

Approved as to form and correctness:

Sarah Blackmon for
ROBERT K. ROBINSON
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 11th day of June, 2012 by the City Manager of THE CITY OF NORTH PORT, FLORIDA, on behalf of THE CITY OF NORTH PORT. He/She is personally known to me and did not take an oath.

AFFIX SEAL

NOTARY PUBLIC STATE OF FLORIDA
SUSAN HALE
MY COMMISSION # DD888904
EXPIRES: July 08, 2013
1-800-3-NOTARY Fl. Notary Discount Assoc. Co.

Susan Hale
Notary Public

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SIGNATURES CONTINUED ON FOLLOWING PAGES

CERTIFIED BY:
PATSY C. ADKINS, DEPUTY CITY CLERK
Patsy C. Adkins
DATE: 6-13-2012

WILL-RIDGE ASSOCIATES, LLC

By: David H. Baldauf, Manager
a Florida limited liability company

Lois Elaine Gallo
Witness

Lois Elaine Gallo
Print Name

Witness

Kimberly J. Taylor
Print Name

By: [signature]
TTM

David H. Baldauf
Print Name

As: Manager

STATE OF FLORIDA
COUNTY OF ~~SARASOTA~~ MANATEE

The foregoing instrument was acknowledged before me this 31st day of May, 2012, by DAVID H. BALDAUF as Manager of WILL-RIDGE ASSOCIATES, LLC, a Florida limited liability company, on behalf of the limited liability company. He/She is personally known to me or has produced _____ as identification, and did not take an oath.

AFFIX SEAL

KIMBERLY J. TAYLOR
MY COMMISSION #DD802396
EXPIRES: AUG 05, 2012
Bonded through 1st State Insurance

Notary Public

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SIGNATURES CONTINUED ON FOLLOWING PAGE

CERTIFIED BY:
PATSY C. ADKINS, DEPUTY CITY CLERK
Patsy C. Adkins
DATE: 6-13-2012

WOODOFF, LLC
a Florida limited liability company.

By: David H. Baldauf, Manager

Witness Lois Elaine Gallo

Lois Elaine Gallo
Print Name

Witness

Kimberly J. Taylor
Print Name

Print Name David H. Baldauf

As: Manager

STATE OF FLORIDA
COUNTY OF ~~SARASOTA~~ MANATEE

The foregoing instrument was acknowledged before me this 31st day of MAY, 2012, by DAVID H. BALDAUF, as Manager of WOODOFF, LLC, a Florida limited liability company, on behalf of the limited liability company. He/She is personally known to me or has produced _____ as identification, and did not take an oath.

AFFIX SEAL

KIMBERLY J. TAYLOR
MY COMMISSION #DD802396
EXPIRES: AUG 05, 2012
Bonded through 1st State Insurance

Notary Public

CERTIFIED BY:
PATSY C. ADKINS, DEPUTY CITY CLERK
Patsy C. Adkins
DATE: 6-13-2012

EXHIBIT A-1

BOUNDARY DESCRIPTION OF PROPERTY

Order No.: 3270239

Exhibit "A"

A 45% interest in and to the following described property:

LOTS 9, 10, 11, 12, AND 13 OF THE LAKESIDE MARKETPLACE SUBDIVISION, AS RECORDED IN PLAT BOOK 42, PAGES 7 THROUGH 7C, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

TOGETHER WITH A PORTION OF TRACT 3 OF THE LAKESIDE MARKETPLACE SUBDIVISION AS RECORDED IN PLAT BOOK 42 PAGES 7 THROUGH 7C, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA. DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 18,TOWNSHIP 39 SOUTH, RANGE 22 EAST; THENCE S 89° 42'41" E, ALONG THE SOUTH LINE OF SAID SECTION 18, A DISTANCE OF 100.00 FEET TO THE INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY OF TOLEDO BLADE BOULEVARD (200' WIDE PUBLIC RIGHT-OF-WAY) AS DESCRIBED IN F.D.O.T. RESOLUTION RECORDED IN OFFICIAL RECORDS BOOK 1353, PAGE 876, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE N 00° 31'41" E, ALONG SAID EASTERLY RIGHT-OF-WAY, SAID LINE BEING PARALLEL WITH AND 100 FEET EASTERLY OF THE WEST LINE OF SAID SECT1ON 18, A DISTANCE OF 2302.49 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE N 00° 31'41" E, ALONG SAID EASTERLY RIGHT-OF-WAY, SAID LINE BEING PARALLEL WITH AND 100 FEET EASTERLY OF THE WEST LINE OF SAID SECTION 18, A DISTANCE OF 1234.24 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°00'13", A DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE S 89° 28'06" E, A DISTANCE OF 115.23 FEET TO THE NORTHWEST CORNER OF LOT 13 AS RECORDED IN **SAID LAKESIDE MARKETPLACE**; THENCE S 45° 31'54" W ALONG THE NORTH LINE OF SAID LOT 13, A DISTANCE OF 141.43 FEET; THENCE S 00° 31'54" W ALONG WEST LINE OF LOTS 13, 12, 11, 10 AND 9 OF SAID **LAKESIDE MARKETPLACE**, A DISTANCE OF 762.47 FEET TO THE SOUTHWEST CORNER OF LOT 9 **OF SAID LAKESIDE MARKETPLACE**; THENCE S 89° 28'06" E ALONG THE SOUTH LINE OF SAID LOT, 199.11 FEET TO THE SOUTHEAST CORNER OF SAID LOT 9; THENCE S00° 31'54" W ALONG THE EAST LINE OF TRACT 3 OF **SAID LAKESIDE MARKETPLACE**, A DISTANCE OF 400.00 FEET TO THE NORTH LINE OF LAKESIDE PLANTATION AS RECORDED IN PLAT BOOK 41 PAGE 17 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE N 89° 28'06" W ALONG SAID NORTH LINE, A D1STANCE OF 239.26 FEET TO THE POINT OF BEGINNING.

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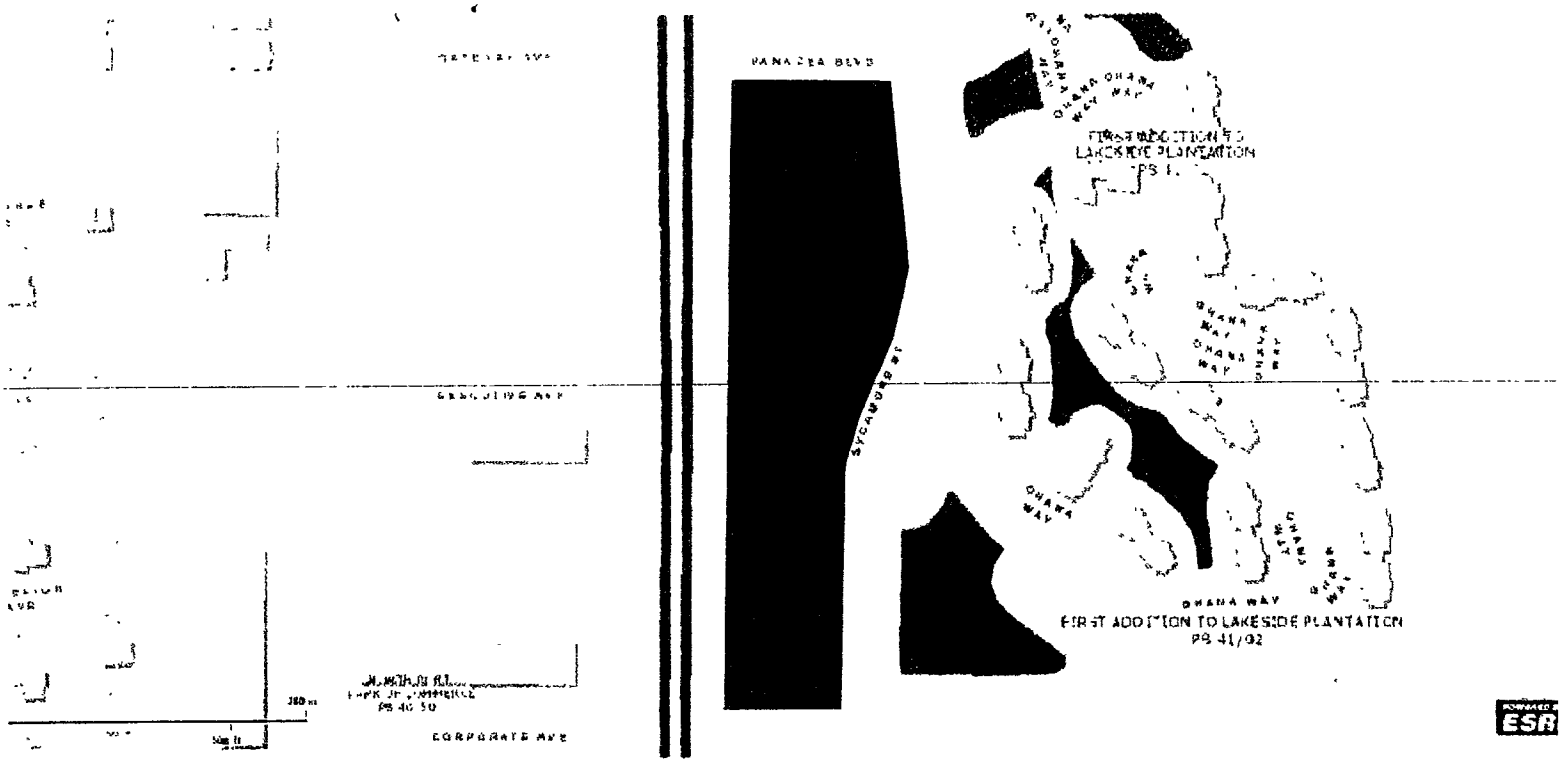
Woodlands Office Park



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