



City of North Port

RESOLUTION NO. 2018-R-15

A RESOLUTION OF THE CITY OF NORTH PORT, FLORIDA, CONSENTING TO SARASOTA COUNTY AND THE WEST VILLAGES IMPROVEMENT DISTRICT CONSTRUCTING A RECLAIMED WATER TRANSMISSION MAIN AND RECLAIMED WATER TRANSMISSION LINES FROM UNINCORPORATED SARASOTA COUNTY INTO THE WEST VILLAGES IMPROVEMENT DISTRICT LOCATED WITHIN THE CITY OF NORTH PORT'S CORPORATE LIMITS; INCORPORATING RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Sarasota County ("County") and the West Villages Improvement District ("WVID") plan to enter an Interlocal Reclaimed Water Use Agreement ("Agreement") for the County to provide reclaimed water to WVID by constructing a 5,000 foot reclaimed water transmission main and reclaimed water transmission lines from unincorporated Sarasota County into a portion of WVID, which is located within the City of North Port, Florida's ("City"), corporate limits; and

WHEREAS, the Agreement is attached to this Resolution as Exhibit "A" and is hereby incorporated by reference; and

WHEREAS, Florida Statutes, section 153.03(1), requires the City's consent before the County is authorized to engage in the construction project provided for in the Agreement within the City's corporate limits; and

WHEREAS, Florida Statutes, section 180.03, provides that the City can grant permission through the passage of a Resolution; and

WHEREAS, the construction project is within the City's Urban Service Area Boundary as defined by Florida Statutes, section 163.3164 (51); and

WHEREAS, there are benefits to the public if the City and County coordinate the supply of reclaimed water to WVID to promote water conservation and promote the use of reclaimed water in lieu of using potable water supplies or groundwater for irrigation; and

WHEREAS, the City Commission has determined that the construction project provided for in the Agreement serves the public health, safety, and welfare of the citizens of the City of North Port, Florida.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF NORTH PORT, FLORIDA, AS FOLLOWS:

SECTION 1 – INCORPORATION OF RECITALS

1.01 The above recitals are hereby ratified and confirmed as being true and correct and are incorporated herein by reference.

SECTION 2 - RESOLUTION

2.01 As required by Florida Statutes, section 180.03, and pursuant to Florida Statutes, section 153.03, the City Commission of the City of North Port, Florida, consents to the County performing the construction project described in the Agreement to take place within the City's corporate limits.

SECTION 3 – CONFLICTS

3.01 In the event of any conflict between the provisions of this Resolution and any other Resolution or portions thereof, the provisions of this Resolution shall prevail to the extent of such conflict.

SECTION 4 – SEVERABILITY

4.01 If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

SECTION 5 – EFFECTIVE DATE

5.01 This Resolution shall take effect immediately upon adoption by the City Commission of the City of North Port, Florida.

PASSED and DULY ADOPTED by the City Commission of the City of North Port this ____ day of _____, 2018.

CITY OF NORTH PORT, FLORIDA

VANESSA CARUSONE
MAYOR

ATTEST:

KATHRYN PETO
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS:

AMBER L. SLAYTON
CITY ATTORNEY

CONTRACT NO. _____

BCC APPROVED _____

RECLAIMED WATER USE AGREEMENT

THIS RECLAIMED WATER USE AGREEMENT, is made and entered into this ____ day of _____, 2018 by and between West Villages Improvement District, a Florida Independent Special District, whose mailing address is West Villages Improvement District C/O Special District Services Inc. 2501 Burns Road Suite A, Palm Beach Gardens, FL, 33410-5207 (hereinafter referred to as "CUSTOMER"), and Sarasota County, a political subdivision of the State of Florida (hereinafter referred to as "COUNTY").

WITNESSETH:

WHEREAS, CUSTOMER is an independent special district created pursuant to Chapter 189, Florida Statutes for purposes which include the financing and construction of water, wastewater and reclaimed water facilities within the area known as the West Villages Improvement District, as depicted on "Exhibit A", attached hereto and by this reference, made a part hereof (the "INCORPORATED PROPERTY"), encompassing approximately 8,200 acres, which may be amended from time to time; and

WHEREAS, CUSTOMER has the legal authority to construct reclaimed water storage and distribution facilities and to distribute reclaimed water to developers and third party commercial and residential properties within the INCORPORATED PROPERTY and to use alternative sources of water so long as all reclaimed water available from the City of North Port is being used; and

WHEREAS, CUSTOMER has the legal authority to enter into this agreement with respect to the construction of the proposed "RECLAIMED WATER LINE EXTENSION" as more particularly shown on the map attached hereto as Exhibit "B", and by this reference made a part hereof and to grant any easements required hereunder; and

WHEREAS, there presently exists, or will exist, on real property land sites within the developed portions of the INCORPORATED PROPERTY that are designed for the receipt, storage, and use of reclaimed water; and

WHEREAS, CUSTOMER desires to obtain a source of non-potable water with which it can irrigate the developed portion of the INCORPORATED PROPERTY; and

WHEREAS, pursuant to that certain Amended and Restated Utility Agreement, dated February 7, 2007, ("City Utility Agreement") by and between Fourth Quarter Properties XXXII, LLC, CUSTOMER and the City of North Port (the "City"), the CUSTOMER is to construct and convey to the City a reclaimed water transmission system

beginning at the City's wastewater plant and extending to the perimeter of the individual villages throughout the developed portions of the INCORPORATED PROPERTY; and

WHEREAS, pending completion of the construction of the City's reclaimed water transmission system, CUSTOMER desires to purchase reclaimed water from the COUNTY to irrigate the developed portions of the INCORPORATED PROPERTY and has agreed to construct the RECLAIMED WATER LINE EXTENSION necessary to utilize COUNTY reclaimed water; and

WHEREAS, CUSTOMER and the Southwest Florida Water Management District (SWFWMD) have entered into an agreement to provide funding to CUSTOMER to assist in the construction of additional pumping stations, mains, lines and other facilities necessary to transport reclaimed water from COUNTY'S existing reclaimed water delivery system to the POINT OF DELIVERY, as depicted on Exhibit "B" attached hereto and by this reference made a part hereof, so that the COUNTY may provide reclaimed water to CUSTOMER so long as all reclaimed water available from the City of North Port is being used and

WHEREAS, CUSTOMER shall convey the RECLAIMED WATER LINE EXTENSION to the COUNTY at no cost; and

WHEREAS, CUSTOMER, and COUNTY have a desire to advance the cause of water conservation as being an activity in the public interest within the areas of their operations; and

WHEREAS, CUSTOMER, and COUNTY desire to reduce to writing their agreement which will permit the reuse of reclaimed water from COUNTY and provide CUSTOMER with a source of non-potable water with which it can irrigate its developed portions of the INCORPORATED PROPERTY pending completion of the City's reclaimed water system;

NOW, THEREFORE, in consideration of the mutual undertakings and agreements herein contained and assumed, and other good and valuable consideration, receipt of which is hereby acknowledged, CUSTOMER, and COUNTY hereby covenant and agree as follows:

1. **Delivery and Storage of Reclaimed Water.** CUSTOMER hereby grants to COUNTY the right for a period of ten (10) years (commencing on the date reclaimed water is first delivered to CUSTOMER) to deliver not more than 250,000 gallons per day (hereinafter called "GPD"). COUNTY will deliver the reclaimed water to the POINT OF DELIVERY via the RECLAIMED WATER LINE EXTENSION. The term of this Agreement will be extended automatically for renewal terms of ten (10) years unless this Agreement is terminated by any party hereto at least one (1) year prior to the date any such renewal term would commence. The actual amount of reclaimed water to be delivered by COUNTY shall

be determined in the sole discretion of COUNTY. The above described limitations on the delivery of reclaimed water by COUNTY and the amount of reclaimed water actually delivered by COUNTY shall be determined on the basis of an annual average daily flow of reclaimed water. CUSTOMER shall install flow meters approved by COUNTY at the POINT OF DELIVERY to measure the amount of reclaimed water delivered (hereinafter referred to as "MASTER METER") to the CUSTOMER.

2. **Application of Reclaimed Water.** CUSTOMER hereby agrees to apply to the developed portions of the INCORPORATED PROPERTY the amount of reclaimed water delivered by COUNTY pursuant to Paragraph 1 above, and to appropriately use this reclaimed water preferentially in lieu of any other groundwater sources. CUSTOMER further agrees not to allow reclaimed water to be used for potable water uses. CUSTOMER agrees that it shall comply with all rules, regulations and permit conditions of all governmental agencies exercising jurisdiction over the use of reclaimed water within the INCORPORATED PROPERTY and the terms and conditions of the Reclaimed Water Policies and Regulations of COUNTY, as may be amended from time to time. CUSTOMER agrees that COUNTY is entitled and empowered to take any and all actions including, but not limited to, terminating reclaimed water utility service to the POINT OF DELIVERY, and any and all other locations where COUNTY supplies CUSTOMER or its assigns with reclaimed water utility service, when COUNTY, in its sole discretion, determines such actions are necessary to enforce such rules, regulations and permit conditions. Piping and fixtures used for reclaimed water shall be purple in color (Panton 522C) and/or clearly labeled as being for non-potable water. Cross connections between reclaimed water lines and potable water lines are strictly prohibited by Sarasota County Cross Connection Control Ordinance No. 89-19 and Florida Building Code as may be amended from time to time.

CUSTOMER represents and warrants that they will not apply or deliver any reclaimed water received from COUNTY to applications or real property not specified herein. In the event of a dispute between the parties as to whether CUSTOMER may apply or deliver reclaimed water received from COUNTY to a specific portion of the developed portions of the INCORPORATED PROPERTY, decisions of the COUNTY shall be conclusive.

3. **Standards for Reclaimed Water.** This Agreement shall not create any express or implied warranties; provided, however, that the reclaimed water delivered by COUNTY to the CUSTOMER shall, at all times, meet all rules, regulations and permit conditions of all governmental agencies exercising jurisdiction over the use of reclaimed water.

4. **Construction, Ownership, Operation and Maintenance of the Reclaimed Water Line Extension.** In compliance with COUNTY regulations, CUSTOMER shall construct any additional pumping stations, mains, lines and other facilities necessary to transport reclaimed water from COUNTY'S existing reclaimed water delivery system to the

POINT OF DELIVERY so that the COUNTY may provide reclaimed water service to the CUSTOMER. CUSTOMER shall submit to COUNTY plans and specifications for the RECLAIMED WATER LINE EXTENSION prepared by CUSTOMER'S engineers, who shall be registered Professional Engineers. Plans and specifications shall be consistent with the applicable provisions of the COUNTY'S Uniform Water, Wastewater and Reuse System Code, adopted by Ordinance No. 95-068, as the same may be amended from time to time, and shall be approved in writing by COUNTY prior to CUSTOMER'S undertaking any construction. All construction of the RECLAIMED WATER LINE EXTENSION shall be completed by contractors competent to perform such work. CUSTOMER shall cause all such plans and specifications to be designed and such construction to be performed in a manner that complies with all rules, regulations and permit conditions of all governmental agencies exercising jurisdiction over the use of reclaimed water for the INCORPORATED PROPERTY and the terms and conditions of the Reclaimed Water Policies and Regulations of COUNTY, as may be amended from time to time.

Upon completion of construction and inspection by the COUNTY, CUSTOMER shall convey the RECLAIMED WATER LINE EXTENSION and appurtenances to COUNTY, free and clear of all encumbrances and at no cost to COUNTY. COUNTY shall have the right to refuse to accept title to the RECLAIMED WATER LINE EXTENSION or deliver reclaimed water to the CUSTOMER until the RECLAIMED WATER LINE EXTENSION has passed certain tests, including, without limitation, pressure tests, and valve tests, arranged and witnessed by COUNTY or its representatives, to determine whether the RECLAIMED WATER LINE EXTENSION is constructed in accordance with the approved engineering plans and specifications. CUSTOMER agrees to pay all costs of such tests and all costs of leak location and repair deemed necessary by COUNTY as a result of any such tests. The final acceptance of the RECLAIMED WATER LINE EXTENSION shall occur at such time as CUSTOMER has fulfilled all of the terms and conditions hereof, and all engineering tests and evaluations have been completed and approved by COUNTY (hereinafter called the "FINAL ACCEPTANCE").

Following FINAL ACCEPTANCE, the RECLAIMED WATER LINE EXTENSION shall at all times remain the sole, complete and exclusive property of, and under the control of, COUNTY, and CUSTOMER shall have no right, or claim in or to, the RECLAIMED WATER LINE EXTENSION.

5. **Warranty and Security.** CUSTOMER represents and warrants that the RECLAIMED WATER LINE EXTENSION will be constructed and installed in accordance with the plans and specifications approved in writing by COUNTY pursuant to Paragraph 4 of this Agreement, and indemnifies and holds COUNTY harmless from and against, and agrees to reimburse COUNTY for, all costs, damages, expenses and losses, including, without limitation, incidental and consequential damages, resulting from any defects in the RECLAIMED WATER LINE EXTENSION including, without limitation, defects in material and workmanship, that are discovered or arise within a period of one (1) year following the date of FINAL ACCEPTANCE by COUNTY of the RECLAIMED WATER LINE

EXTENSION. As security for CUSTOMER'S performance of this warranty and simultaneously with the conveyance of the RECLAIMED WATER LINE EXTENSION, CUSTOMER shall deliver to COUNTY a Performance Bond or other form of warranty acceptable to County to remain in full force and effect for a period of not less than one (1) year from the date of FINAL ACCEPTANCE.

6. Construction, Ownership, Operation and Maintenance of the Customer's System. CUSTOMER shall, in accordance with the terms of this Agreement and at no cost to COUNTY, construct, own, operate and maintain the CUSTOMER'S reclaimed water facilities, and distribute reclaimed water to developers and third party commercial and residential properties within the developed portions of the INCORPORATED PROPERTY in a manner that complies with all rules, regulations and permit conditions of all governmental agencies exercising jurisdiction over the use of reclaimed water for the INCORPORATED PROPERTY, and the terms and conditions of the Reclaimed Water Policies and Regulations of COUNTY, as may be amended from time to time, and in a manner sufficient to permit COUNTY to deliver the quantities of reclaimed water set forth in Paragraph 1 above. The CUSTOMER shall maintain institutional controls over all pumping stations, storage and distribution system mains, lines and other facilities necessary to store, monitor and transport reclaimed water from the POINT OF DELIVERY, to and through the INCORPORATED PROPERTY, to ensure that all local, state, and federal rules and regulations are followed in order to protect human health and the environment. CUSTOMER hereby grants to COUNTY the right at all reasonable times to enter the INCORPORATED PROPERTY to inspect the construction, operation and maintenance of the CUSTOMER'S storage and distribution system and to conduct tests of the system as COUNTY deems may be necessary. In the event that monitoring wells are required by any regulatory agencies within the INCORPORATED PROPERTY, such wells shall be permitted, installed and tested by CUSTOMER as approved by regulatory agencies, and ownership of said wells shall be retained by the CUSTOMER along with any testing, reporting, or abandonment requirements. CUSTOMER agrees to exert its best efforts to prevent the contamination of these wells by leaching or runoff which would adversely impact the monitor wells.

In the event that COUNTY, in its sole discretion, determines that all or any portion of CUSTOMER'S system within the INCORPORATED PROPERTY requires testing, maintenance, repair or replacement, COUNTY shall notify CUSTOMER in writing at the address set forth above or at such other address as CUSTOMER shall furnish to COUNTY from time to time in writing. Within ten (10) working days of the date of notification to CUSTOMER, CUSTOMER shall commence testing, maintenance, repair or replacement of all or such portion of CUSTOMER'S system within the INCORPORATED PROPERTY and shall diligently carry out such work so that it is completed within thirty (30) working days thereafter unless the work is of such a nature or extent that it cannot reasonably be completed within thirty (30) working days, in which case it shall be completed as expeditiously as possible. A failure of CUSTOMER to begin or complete the work within the time periods set forth herein shall constitute a default under the terms of this Agreement.

Notwithstanding the above, in the event CUSTOMER fails to begin or complete the work within the time periods set forth herein, COUNTY shall have the right, but not the obligation, to enter upon the INCORPORATED PROPERTY and complete such work to CUSTOMER'S system within the INCORPORATED PROPERTY as COUNTY, in its sole discretion deems necessary, all at CUSTOMER'S expense. All costs and expenses, including regulatory fines, paid by COUNTY in connection with such work shall be immediately due and payable by CUSTOMER to COUNTY without notice or demand and shall bear interest from the date of each advance at the highest rate of interest allowed by law, until such sums are fully paid to COUNTY.

CUSTOMER shall maintain a set of record drawings of the CUSTOMER'S system within the INCORPORATED PROPERTY and a set of all other operation and maintenance records and documents. In addition, CUSTOMER shall supply a set of record drawings to the Sarasota County Utilities Department for permanent record.

7. **Rates, Fees and Charges.** Within fifteen (15) calendar days of receipt of invoice, CUSTOMER shall pay to COUNTY all charges for the delivery of reclaimed water to the POINT OF DELIVERY. The amount of the reclaimed water delivered shall be determined by COUNTY by use of the MASTER METER. The rate to be charged by COUNTY under this Agreement for reclaimed water shall be in accordance with the terms and provisions of COUNTY'S rates adopted pursuant to Resolution No. 2013-187 and subsequent resolutions establishing rates for reclaimed water. The parties further acknowledge that COUNTY may charge a late charge, a reconnection fee and other fees and charges pursuant to Resolution No. 2013-187 or subsequent resolutions establishing rates for reclaimed water. COUNTY reserves the right to adjust or establish said delivery charge, late charge, and other charges in a lawful manner, when COUNTY deems appropriate. Failure of CUSTOMER to make and pay timely the above charges shall constitute a default under this Agreement.

COUNTY shall have the right bill CUSTOMER to recover any cost related to SWFWMD funding of the RECLAIMED WATER LINE EXTENSION.

8. **Metering.** CUSTOMER and COUNTY agree that the MASTER METER and any other metering, or other devices installed to measure and control the amount of reclaimed water delivered to the POINT OF DELIVERY:

a. Shall be purchased from the Sarasota County Utilities Department and installed at CUSTOMER'S sole expense;

b. Shall be installed at the POINT OF DELIVERY and all other places required by COUNTY;

c. Shall be flow meters and other devices of standard make and type approved by COUNTY for which replacement parts and service are reasonably available;

d. Shall be installed so as to be readily accessible for both reading and testing, access for which shall be provided to COUNTY and its personnel;

e. Shall be adequately maintained by COUNTY, which shall include providing to CUSTOMER certifications by qualified personnel of COUNTY of said facilities prepared in accordance with the standard practices of the American Waterworks Association as set forth in Manual M-6 of the American Waterworks Association and shall be tested not more than once a year and not less than every five years;

f. Shall be tested for accuracy when requested by COUNTY or CUSTOMER, and test results shall be provided to both parties. If the test is requested by CUSTOMER and the meter is found to be operating properly and recording reclaimed water flows within the applicable COUNTY limits, the cost of such testing shall be paid by CUSTOMER. Otherwise, the cost of such testing shall be paid by COUNTY.

9. General Conditions Precedent to Receiving Service. Prior to COUNTY'S accepting the RECLAIMED WATER LINE EXTENSION and commencing the delivery of reclaimed water to the CUSTOMER, CUSTOMER shall comply with all terms of this Agreement and shall:

a. Provide to COUNTY an accounting of the actual cost of the RECLAIMED WATER LINE EXTENSION, together with copies of all paid bills and releases of lien received by CUSTOMER or its agents, in connection with the construction of the RECLAIMED WATER LINE EXTENSION;

b. Furnish COUNTY with a mylar sepia copy of the as-built drawings of the RECLAIMED WATER LINE EXTENSION in a form acceptable to COUNTY and certified by CUSTOMER'S engineer, showing specific locations of all facilities, including all lines, mains, valves, and fittings within the RECLAIMED WATER LINE EXTENSION;

c. Furnish, in form and substance acceptable to COUNTY, all of the following relating to the RECLAIMED WATER LINE EXTENSION:

(i) All permits and governmental approvals obtained by CUSTOMER, its contractors or agents;

(ii) Engineer's certifications;

(iii) Bill of Sale conveying all lines, mains, and other portions of the RECLAIMED WATER LINE EXTENSION to COUNTY with general warranties of title and in accordance with Paragraph 4 hereof;

(iv) Easements pursuant to Paragraph 20 hereof;

(v) Performance Bond pursuant to Paragraph 5, hereof;

d. Furnish, in form and substance acceptable to COUNTY, all of the following relating to the CUSTOMER'S system within the INCORPORATED PROPERTY:

(i) All permits and governmental approvals obtained by CUSTOMER, its contractors or agents;

(ii) Engineers' certifications; and

(iii) Easements pursuant to Paragraph 20 hereof; and

e. Pay all rates, fees, charges and other amounts due to be paid to COUNTY as herein provided.

10. **County's Right of Termination of Service.** COUNTY shall have the right to temporarily discontinue service, the right to terminate service to the CUSTOMER, and the right to terminate this Agreement in the event that CUSTOMER defaults or fails to comply with any of the terms and conditions of this Agreement in a timely manner. COUNTY shall have the right to terminate this Agreement once the CUSTOMER conveys its Reclaimed Water Transmission System or conveys its wastewater treatment plant over to the City of North Port pursuant to the City Utility Agreement as may be amended.

11. **Limitation of Liability of County.** Neither COUNTY nor CUSTOMER shall be liable or responsible to the other as a result of damage or injury to property or person, which said damage or injury was caused or created by Force Majeure. The term "Force Majeure" as employed herein shall be acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, wars, blockades, riots, acts of Armed Forces, epidemics, delays by carriers, inability to obtain materials or right-of-way on reasonable terms, acts of public authorities, acts of vandals or other third parties, or any other causes whether or not of the same kind as enumerated herein. Further, in no event shall COUNTY or CUSTOMER be liable to the other or to any other person for any consequential, incidental or punitive damages as a result of damage or injury to property or person.

12. **Approval by Governmental or Regulatory Agencies.** COUNTY'S obligations under this Agreement are contingent upon its obtaining all necessary approvals and permits from all governmental agencies exercising jurisdiction over reclaimed water. CUSTOMER hereby assumes the risk of loss as a result of the denial or withdrawal of the approval and permits of any governmental agencies exercising jurisdiction over reclaimed water or caused by any act or refusal to act of any regulatory agency that affects the ability of COUNTY to provide reclaimed water to CUSTOMER not within the sole control of

COUNTY and which, by the exercise of due diligence, COUNTY is unable to overcome.

13. **Regulation by Governmental or Regulatory Authority.** The parties recognize and agree that the terms and provisions on Resolution No. 2013-187, as amended or restated, shall be deemed to have been expressly incorporated herein by reference, and that, in the event of any express conflicts between said Resolution and any portions of this Agreement regarding matters specifically addressed in both, then said Resolution shall in all instances prevail. CUSTOMER acknowledges, by its execution hereof, its review of a copy of said Resolution in effect on the date of execution of this Agreement. The parties further agree and recognize that certain rates, fees, amounts and other charges collected, and rules, regulations and operating procedures followed, by COUNTY are subject to continuing approval and modification by the BOARD or other governmental or regulatory authorities. CUSTOMER hereby agrees that it will pay to COUNTY all rates, fees, amounts and other charges in accordance with, and be bound by all other provisions of, Resolution No. 2013-187, as amended or restated, approved by COUNTY as being applicable at the time that services are provided or other actions are taken by COUNTY. CUSTOMER further agrees that it will comply with all rules, regulations and permit conditions of COUNTY or other governmental or regulatory authorities as being applicable at the time that actions are to be taken by CUSTOMER or COUNTY.

14. **Reclaimed Water Policies and Regulations of County.** The parties agree that the terms and provisions of the Reclaimed Water Policies and Regulations of COUNTY ("Sarasota County's Regulations") shall be deemed to have been expressly incorporated herein by reference, and that, in the event of any express conflicts between COUNTY'S Regulations and any portions of this Agreement regarding any matters specifically addressed in both, then COUNTY'S Regulations shall in all instances prevail. CUSTOMER acknowledges by its execution hereof, that it has reviewed the COUNTY'S Regulations in effect on the date of execution of this Agreement. The parties further agree that COUNTY may, in its sole discretion, alter and amend said Regulations and that such alteration and amendments shall apply to this Agreement. CUSTOMER hereby agrees that it will be bound by all provisions of COUNTY'S Regulations, as may be amended from time to time.

15. **No Prohibition of Further Extension.** This Agreement shall not prohibit or prevent COUNTY from extending the RECLAIMED WATER LINE EXTENSION or the COUNTY'S reclaimed water system in or to areas not referred to herein to serve other developers or customers. At no cost to COUNTY, CUSTOMER hereby grants to COUNTY, its successors and assigns, the exclusive, perpetual right, privilege and easement to construct, reconstruct, operate, maintain, repair, replace, improve, alter, remove, relocate, read, connect and inspect the RECLAIMED WATER LINE EXTENSION and MASTER METER. Following FINAL ACCEPTANCE CUSTOMER hereby releases any right to add additional connections to the COUNTY reclaimed system or RECLAIMED WATER LINE EXTENSION without the expressed written consent of the COUNTY.

16. **Customer's Liability for Damage to County's Reclaimed Water System and Treatment Facilities.** COUNTY is relying on the use of CUSTOMER'S system within the INCORPORATED PROPERTY, as it may be extended, improved, replaced or added to, and the developed portions of the INCORPORATED PROPERTY for a method of and a place for disposing of reclaimed water. CUSTOMER shall be liable for all damage, loss or claims of whatever nature to COUNTY'S pumping stations, mains, lines and other facilities necessary to transport reclaimed water from COUNTY'S reclaimed water system to the POINT OF DELIVERY, including the RECLAIMED WATER LINE EXTENSION, (hereinafter called "COUNTY'S RECLAIMED WATER DELIVERY SYSTEM AND TREATMENT FACILITIES") caused, in whole or part, by CUSTOMER'S failure to maintain or operate the CUSTOMER'S system within the INCORPORATED PROPERTY in compliance with all rules, regulations and permit conditions of all governmental agencies exercising jurisdiction over the use of reclaimed water for the developed portions of the INCORPORATED PROPERTY. Notwithstanding the foregoing, nothing herein shall limit or be construed as a waiver of CUSTOMER'S sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, Florida Statutes, or other statute.

17. **Notice of Transfer of Customer's Property.** CUSTOMER agrees to provide proper written notification to COUNTY of the actual date of the transfer of the parcel containing the POINT OF DELIVERY, MASTER METER and storage pond used to deliver reclaimed water to the CUSTOMER, or any portion thereof, or of CUSTOMER'S rights in regards to the receipt of reclaimed water, or any portion thereof, from CUSTOMER to any third party. CUSTOMER shall remain responsible for all costs and expenses, including delivery and consumption charges which are incurred prior to COUNTY'S receipt of written notification of any transfer.

18. **Grant of Easement Rights.** At no cost to COUNTY, CUSTOMER hereby grants to COUNTY, its successors and assigns, the exclusive, perpetual right to inspect the CUSTOMER'S system, mains, lines, pumping stations and appurtenance equipment over, across and under the INCORPORATED PROPERTY, in connection with the transportation and delivery of reclaimed water along with the right of ingress and egress.

19. **Non-Exclusive Right to Provide Reclaimed Water.** The COUNTY hereby acknowledges the CUSTOMER has and will have other source(s) of reclaimed water that will be applied to the developed portion of the INCORPORATED PROPERTY; therefore, the CUSTOMER is responsible for managing irrigation sources within its area of operations to ensure public safety, health and welfare at no cost to the COUNTY.

20. **Disclaimer of Warranties.**

a. Express Warranties. COUNTY disclaims all express warranties. The COUNTY does not represent or warrant that the reclaimed water delivered to

CUSTOMER'S system within the INCORPORATED PROPERTY will increase the productivity of the irrigated area or result in any changes to the land, crops or vegetation. Further, the use of any plans, specifications, water quality analysis or treated wastewater samples during the negotiations leading to this Agreement serve to merely indicate the general quality of reclaimed water which will be delivered to CUSTOMER. Such plans, specifications, water quality analysis or treated wastewater samples create no warranty that the reclaimed water delivered by County will conform to these items.

b. Implied Warranties. COUNTY disclaims any implied warranties of merchantability or fitness of the reclaimed water delivered under this Agreement for any purposes.

21. **Disclaimer of Third Party Beneficiaries.** This Agreement is solely for the benefit of the formal parties hereto 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 formal party hereto.

22. **Land Use Approvals.** This Agreement shall not be construed as a basis for granting or assuring or indicating, or denying, refusing to grant or preventing any future grant of land use or zoning approvals, permissions, variances, special exceptions, or rights with respect to the real property in the INCORPORATED PROPERTY

23. **Assignment by County.**

a. COUNTY, after reasonable advance written notice to CUSTOMER, shall have the right to terminate this Agreement if performance is prevented by third-party litigation, inability to issue or market bonds or any other event beyond the control of the COUNTY.

b. COUNTY shall have the right to transfer all or any part of the treatment or distribution facilities to another public utility and to assign all or any part of its rights and obligations under this Agreement to another public utility who shall be bound by and accept, and be exclusively responsible for all applicable terms and conditions of this Agreement.

24. **Miscellaneous.**

a. This Agreement supersedes all previous agreements or representations either oral or written heretofore in effect between CUSTOMER and COUNTY and made with respect to the matters contained herein.

b. The provisions of this Agreement shall not be construed as establishing the amount of rates, fees, charges, or other payments made by CUSTOMERS or any other CUSTOMER, or the acceptance thereof on the part of COUNTY for other extensions that may be required hereafter by CUSTOMER and that are not the subject of this Agreement.

c. CUSTOMER shall indemnify COUNTY and hold COUNTY harmless from any and all claims, actions, losses, liability, suits, proceedings, costs, expenses, and damages arising from the application of reclaimed water within in the INCORPORATED PROPERTY. Such costs and expenses shall include, but not be limited to, reasonable attorney's fees and the cost of any litigation including appellate proceedings.

d. The signature of any persons to this Agreement shall be deemed a representation that the signatory has the power and authority to bind any person, corporation, partnership or other business entity for which the signatory purports to act.

e. The facts set forth in the recitals above are true and correct to the best of the information, belief and knowledge of the parties hereto.

f. This Agreement was made and executed in Sarasota County, Florida, and shall be interpreted, construed and enforced in accordance with the laws of the State of Florida.

g. The headings used in the paragraphs of this Agreement are solely for the convenience of the parties and the parties agree that they shall be disregarded in the construction of this Agreement.

h. This Agreement shall inure to the benefit of and be binding upon the respective representatives, successors and assigns of the parties hereto. Any agreement, limitation duty, responsibility or other obligation imposed on CUSTOMER by this Agreement is a covenant running with the land described on Exhibit "A" and shall become the agreement, limitation, duty, responsibility, or obligation of all successors or assigns of CUSTOMER.

i. This Agreement shall not be assigned by CUSTOMER without the prior written consent of COUNTY; provided, however, that such assignment shall not relieve the CUSTOMER of any limitation, duty, responsibility or other obligation imposed on CUSTOMER by this Agreement until such time as COUNTY approves the assignment.

j. This Agreement shall not be amended except by subsequent written agreement executed by CUSTOMER and COUNTY.

k. CUSTOMER shall cause any existing or future declaration of covenants and restrictions or similar documents which affect all or a portion of the INCORPORATED PROPERTY to provide that this Agreement is a covenant running with the land CUSTOMER further agrees that it shall cause any party which undertakes the care and maintenance of the INCORPORATED PROPERTY to agree in writing to be bound by all agreements, limitations, duties, responsibilities or other obligations imposed on CUSTOMER by this Agreement.

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

Signed, sealed and delivered in the presence of:

"CUSTOMER"

Witness

Michael A Kennedy
Print: Michael A Kennedy

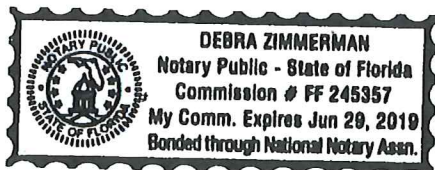
By:

Martin Black
Print: MARTIN BLACK, Chairman

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 27th day of March, 2018 by Martin Black, as Chairman of WVID, a taxing district corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

(SEAL)



Debra Zimmerman
Notary Public, State of Florida
Debra Zimmerman
Print, Type or Stamp Name of Notary Public
FF 245357
Commission No.

IN WITNESS WHEREOF, CUSTOMER and the COUNTY have executed or have caused this Agreement, with the named Exhibits attached, if any, to be duly executed.

ATTEST:

KAREN E. RUSHING, Clerk of Circuit Court and Ex-Officio Clerk of the Board of County Commissioners of Sarasota County, Florida

BOARD OF COUNTY COMMISSIONERS OF SARASOTA COUNTY, FLORIDA

By: _____
Chair

Date: _____

By: _____
Deputy Clerk

Approved as to form and correctness:

By: _____
County Attorney

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EXHIBIT A
West Villages Improvement District

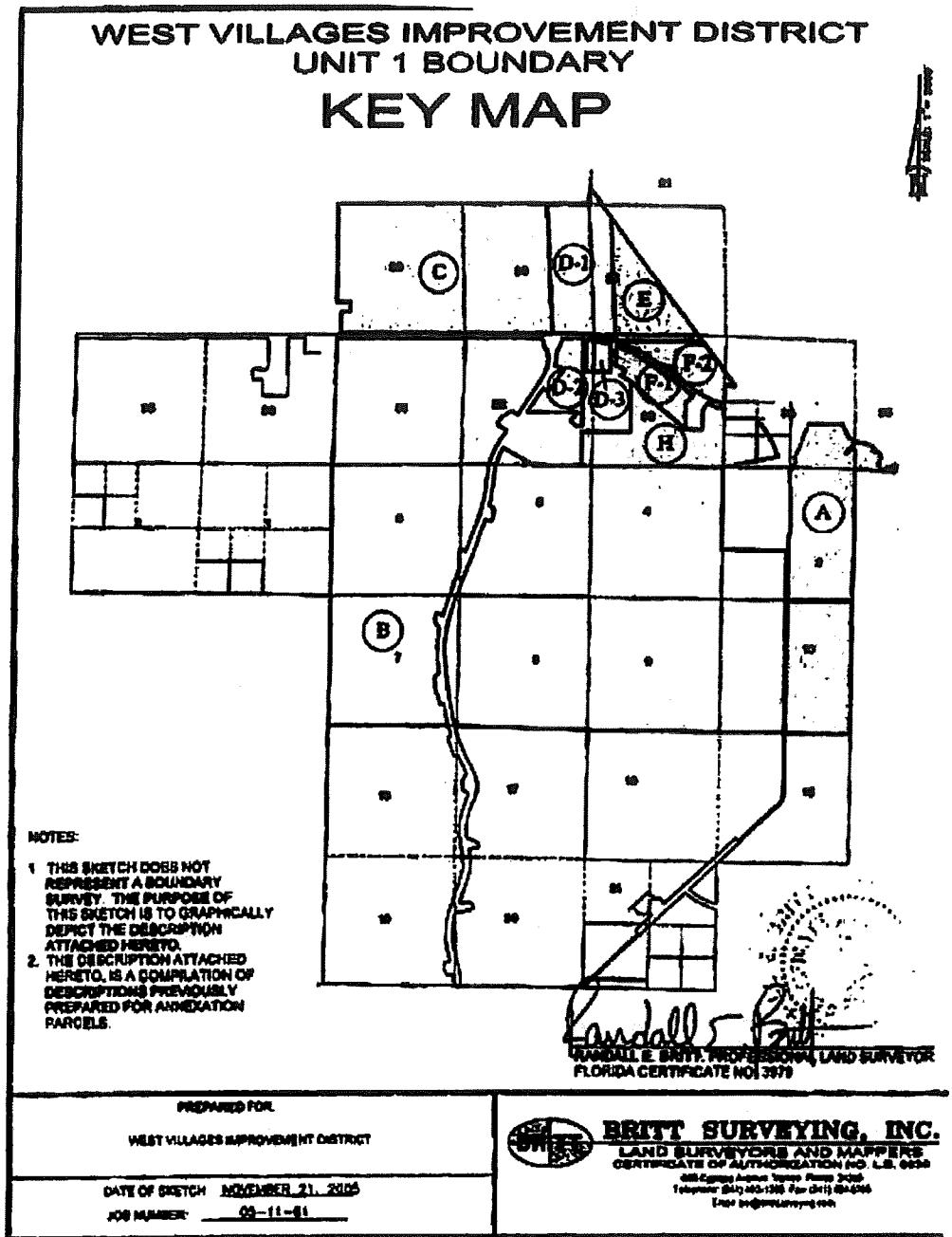


EXHIBIT A (continued)
West Villages Improvement District

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

EXHIBIT A (continued)
West Villages Improvement District

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)

EXHIBIT A (continued)
West Villages Improvement District

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

EXHIBIT A (continued)
West Villages Improvement District

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.

EXHIBIT A (continued)
West Villages Improvement District

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

EXHIBIT A (continued)
West Villages Improvement District

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

EXHIBIT A (continued)
West Villages Improvement District

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

EXHIBIT A (continued)
West Villages Improvement District

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

EXHIBIT A (continued)
West Villages Improvement District

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.

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EXHIBIT B RECLAIMED WATER LINE EXTENSION

