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KAREN E. RUSHING  
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SARASOTA COUNTY, FLORIDA  
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## AMENDED AND RESTATED UTILITY AGREEMENT

**THIS AMENDED AND RESTATED UTILITIES AGREEMENT** (the "Agreement") is made and entered into this 27 day of February 2007, by and among **FOURTH QUARTER PROPERTIES XXXII, LLC**, a Georgia limited liability company (hereinafter "Fourth Quarter"), **WEST VILLAGES IMPROVEMENT DISTRICT**, an independent special district of the State of Florida (hereafter "District"), and the **CITY OF NORTH PORT, FLORIDA**, an incorporated municipality located within the State of Florida (hereinafter "City").

### RECITALS

**WHEREAS**, Fourth Quarter owns or controls real property located within the City, a legal description and map of which are set forth in **Exhibit "A"**, attached hereto and incorporated herein by reference (the "Incorporated Property") which is part of a larger tract described in **Exhibit "B"**, attached hereto and incorporated herein by reference (the "Total Property"); and,

**WHEREAS**, the District is an independent special district created pursuant to Chapter 189, Florida Statutes for purposes which include the financing and construction of water and wastewater facilities within the area set forth in **Exhibit "C"**, attached hereto and incorporated herein by reference (the "District Boundaries"); and,

**WHEREAS**, the jurisdictional boundaries of the District include the Incorporated Property, in addition to other real property located in unincorporated Sarasota County and;

**WHEREAS**, the Incorporated Property has been or is about to be developed by constructing thereon residential or commercial improvements in the form of "Villages" and a "Town Center", as defined herein, to be known as the "West Villages"; and,

**WHEREAS**, subject to the terms and conditions of this Agreement Fourth Quarter desires to obtain, and the City desires to provide, potable water and wastewater service to the Incorporated Property; and,

**WHEREAS**, the City requires Fourth Quarter or the District to construct certain potable water and wastewater facilities so occupants or owners of each residence or commercial improvement constructed within the Incorporated Property will receive adequate potable water and wastewater services; and,

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City Clerk Dept  
4970 City Hall Blvd

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**WHEREAS**, the City is willing to provide, in accordance with the provisions and stipulations hereinafter set out, and in accordance with all applicable laws, central potable water and wastewater service and thereafter operate facilities so the occupants of each residence or commercial improvement constructed on the Incorporated Property will receive adequate potable water and wastewater service from the City; and,

**WHEREAS**, the City shall provide reclaimed water to the Incorporated Property, when available; and,

**WHEREAS**, the City and Fourth Quarter have entered into that certain "City of North Port/Fourth Quarter Properties XXXII, LLC Water and Wastewater System Interim Utilities Agreement", dated March 28, 2005 ("Interim Agreement") to provide a commitment for utility service on an interim basis, which Interim Agreement is hereby superseded and replaced in its entirety.

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

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

**SECTION 2. DEFINITIONS.** The definitions, rates and charges set forth in Chapter 78 of the North Port City Code entitled "Utilities" and in Ordinance No. 06-09, as may be amended or supplemented from time to time by City rate resolutions or ordinances (collectively, the "Rate Ordinance"), shall apply to this Agreement, unless otherwise set forth herein. In addition, the following definitions are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

**"Capacity Analysis Report"** - That certain report generated by the City and required to be filed with DEP pursuant to Rule 62-600.405 Florida Administrative Code.

**"Contribution-in-aid-of-Construction"** - The sum of money, and/or property, represented by the value of the water facilities and/or wastewater facilities systems constructed, conveyed, or paid to the City, as a contribution-in-aid-of-construction, to induce the City to continuously provide potable water and wastewater services to the Incorporated Property.

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

**"FDEP"** - The Florida Department of Environmental Protection.

**"Local Facilities"** - Potable water distribution facilities and wastewater collection facilities located within the Villages and the Town Center to be developed on the Incorporated Property and connecting Customer Installations to the Major Transmission Facilities including fire flow capacity.

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**“Major Transmission Facilities”** – Potable water and sewage transmission mains and pumping facilities connecting the Local Facilities within the villages and the Town Center to the Water Plant and Wastewater Plant.

**“SCADA”** – Supervisory Control and Data Acquisition telemetry of a brand and type acceptable to the City.

**“SWFWMD”** – Southwest Florida Water Management District.

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

**“Utility Master Plan”** - A document prepared every two years by the District for the City which includes, at a minimum, the information set forth in **Exhibit “H”** incorporated herein by reference.

**“Village”** – A development subdivision within the Incorporated Property as defined in the City’s Comprehensive Plan as it may be amended from time to time.

**“Village Developer(s)”** – Third party developer(s) of all or a portion of the Incorporated Property.

**“Wastewater Facilities”** - Wastewater Local Facilities, Wastewater Major Transmission Facilities and the Wastewater Plant.

**“Wastewater Plant”** – Phase I of the wastewater treatment plant, with effluent storage capacity, to be constructed by the District to serve the Incorporated Property with a flow of not less than 1.0 million gallon per day (“mgd”) on an average annual daily flow basis, that will be capable of producing reclaimed water quality effluent adequate for use as irrigation in areas of public access.

**“Water Facilities”** - Water Local Facilities, Water Major Transmission Facilities and the Water Plant.

**“Water Plant”** – The Phase I potable water treatment plant to be constructed by the District to serve the Incorporated Property with a design capacity of not less than 2.0 mgd of potable water on an average daily basis and 4.4 mgd on a peak day flow basis and associated facilities and including the raw water sources sufficient to provide the average daily and maximum day flow, pumping and transmission facilities and reject water disposal system by deep injection well or other disposal alternatives.

**“Water Source”** – The raw water supply developed on the Total Property sufficient to produce not less than 2.0 mgd of potable water on an average daily basis following treatment at the Water Plant.

**SECTION 3. EASEMENT AND RIGHT OF ACCESS.** Fourth Quarter or District as appropriate, and to the extent of their respective interests if any, hereby consent, grant and/or give the City the right and privilege to construct, own, maintain, and operate the Water Facilities

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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 within the Incorporated Property. City will possess the right of ingress and egress to carry out these utility functions through the recording of each final plat of a geographical area located within the Incorporated Area. The foregoing grants shall be for such period of time as the City requires such rights, privileges or easements for the ownership, maintenance, operation or expansion of the Water Facilities or Wastewater Facilities to serve the Incorporated Property. 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. Fourth Quarter and District reserve the right to grant easements to other entities to provide utility services, other than potable water and wastewater services, to the Incorporated Property, provided such easements shall not interfere with the rights granted hereunder.

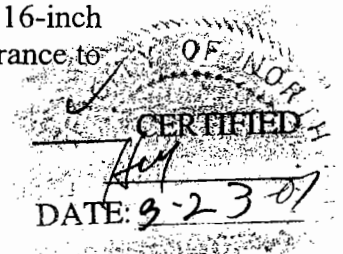
**SECTION 4. PROVISION OF SERVICE; CONDITIONS PRECEDENT.**

4.1 Upon satisfaction of all the conditions precedent identified in this Agreement to be performed from time to time by both Fourth Quarter and the District, as appropriate, the City covenants and agrees that it will allow connection of the water distribution and wastewater collection facilities installed by the District or others upon the Incorporated Property to the central water and wastewater facilities of the City in accordance with the terms and intent of this Agreement. Such connections shall be in accordance with rules and regulations of the Sarasota County Department of Health (“DOH”) and the Florida Department of Environmental Protection (“DEP”). The City agrees that, once it provides potable water and wastewater services to customers in a portion of the Incorporated Property, and receives in return payment of all applicable rate, fees, and charges and satisfaction of applicable laws, including rules and regulations and rate schedules, the City will continuously provide potable water and wastewater services to such customers in that portion of the Incorporated Property in a manner that conforms with all requirements of all governmental agencies having jurisdiction over the water distribution and wastewater collection operations of the City.

4.2 As a condition precedent to City’s obligation to provide any of the Capacity Allocation (as hereinafter defined), District has designed, permitted, constructed, certified, placed in service and conveyed to the City, in a manner by which the City has accepted as a Contribution-in-aid-of-Construction, the following:

(a) A 16-inch diameter water main within the US 41/Tamaimi Trail road right-of-way, which shall connect to the City’s existing 12-inch diameter water main at Ortiz Boulevard and US 41 and a booster pump station and Incorporated Property located north of Manatee Community College and adjacent to Sarasota County fire rescue station comprised of a 1.0 million gallon (MG) storage tank, high service pumps and necessary disinfection systems as required by the City to address potential low chlorine residual (“Water Main Project”); and,

(b) 12-inch diameter wastewater force main from areas requiring initial service within the Incorporated Property to the City’s existing 16-inch diameter wastewater force main on Pan American Boulevard near the entrance to

  
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the City's existing wastewater treatment facility (the "Wastewater Main Project").

The District and Fourth Quarter, jointly and severally, agree to be responsible for the cost of water the City is required to flush through the Water Main Project to maintain chlorine residuals and general water quality parameters until the earlier of the following: (i) the City determines that flows through the Water Main Project are sufficient to maintain chlorine residuals and other water quality parameters in the water distribution system installed within the Incorporated Property or (ii) the connection of the equivalent of 400 ERC's of actual water customers down stream of the Water Main Project, whichever occurs first. Payment for such flushing shall not offset any requirement for payment of other rates, charges or guaranteed revenues hereunder. The cost of the water the City is required to flush through the Water Main Project shall be calculated using the bulk rate that the City charges.

4.3 (a) The City covenants and agrees that until completion of construction of the Wastewater Plant, the City shall, at all times, maintain and reserve sufficient capacity in the Wastewater Main Project as is necessary to provide wastewater service to the Incorporated Property.

(b) The City covenants and agrees that in addition to providing the capacity as scheduled in Section 6.2, the City shall, at build-out of the Incorporated Property as defined for in the City's Comprehensive Plan pertinent to West Villages, have maintained and reserved sufficient capacity in the Water Main Project to timely provide water service to 5,600 ERC's on the Incorporated Property, or it shall have provided for such capacity through another water transmission main serving the Incorporated Property, which will not be the District's or Fourth Quarter's obligation to provide, pay for or construct.

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

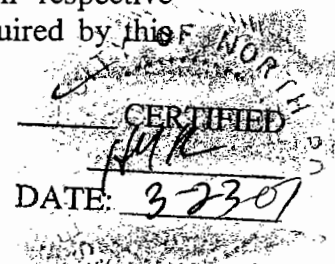
(a) Fourth Quarter's and District's representation and warranties contained in this Agreement are true and correct in all material respects;

(b) Fourth Quarter or District shall have paid all rates and charges, as they become due and payable, and fully performed, in all material respects, their respective covenants and agreements as set forth in this Agreement;

(c) Receipt by City of the necessary approvals and authorizations from the applicable governmental agencies to timely provide water and wastewater service to those areas of the Incorporated Property that require same;

(d) The District shall have constructed and conveyed, and the City shall have accepted the Local Facilities, Major Transmission Facilities, Water Plant and Wastewater Plant in the manner and at the times set forth herein; and,

(e) Timely delivery by Fourth Quarter and the District to City of their respective instruments of conveyance and related conveyance documentation as is then required by this Agreement.

  
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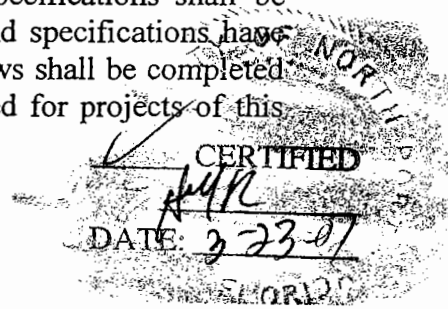
4.5 Notwithstanding anything else herein to the contrary, the parties acknowledge and agree that authorization to construct the Water Plant and Wastewater Plant in the manner and at the times set forth herein, depends upon: (i) the District preparing and submitting plans and permit applications, and the City reviewing same or signing of same as a joint applicant when necessary or appropriate, on a timely basis; and, (ii) the City and the District securing the necessary permits from the regulatory agencies on a timely basis. In the event of failure to secure a necessary permit on a timely basis, the capacity provided under this Agreement shall be limited to that set forth in Section 6.2, unless otherwise agreed to by the parties in an amendment to this Agreement. Failure to secure a permit, or to secure a permit on a timely basis, solely through the fault of the District, shall not excuse performance by Fourth Quarter or the District, or require the City to deliver capacity in excess of the capacity set forth in Section 6.2 in the event the requirements of the Capacity Allocation Infrastructure Schedule provided in **Exhibit "D"** have not been met.

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

5.1 The District shall be responsible for the design, permitting, construction, and certification of the Water Facilities and Wastewater Facilities, all of which shall at time of construction comply with the City of North Port utilities construction standards and specifications, as amended from time to time ("Utilities Standards"), the requirements of all regulatory agencies having jurisdiction over the development of water and wastewater utility facilities upon the Incorporated Property, and the review and approval requirements of the City Commission, Development Review Committee ("DRC") and the City Utility Department, as appropriate.

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

5.2 On or before January 5, 2007, and updated every two (2) years thereafter, until the earlier of January 5, 2025 or build-out of the Incorporated Property, the District shall provide the City for its approval the District's "Utility Master Plan" of a type and in a form reasonably acceptable to the City, showing the Water Facilities, Wastewater Facilities, Reclaimed Water Transmission System, and water supply sources proposed to be installed to provide service to the Incorporated Property. The District and its engineer will then prepare detailed plans and specifications for such facilities within the Incorporated Property, including any sizing requirements mandated by the City, in a manner consistent with the City's Utilities Standards. If applicable, such detailed plans may be limited to a phase of the Incorporated Property, and subsequent phases may be furnished from time to time. However, each such phase, if applicable, shall conform to the approved Utility Master Plan for the development of the Incorporated Property and such Utility Master Plan shall be submitted to the City concurrent with or prior to submission of detailed plans for the first phase. All such plans and specifications shall be submitted to the City and no construction shall commence until plans and specifications have been approved in writing by the City Utility Department and DRC. Reviews shall be completed in a timely manner, in accordance with normal review timeframes allotted for projects of this



size, and City approvals shall not be unreasonably withheld. After approval, the District shall cause to be constructed, at the District's expense, Water Facilities and Wastewater Facilities in substantial compliance with the approved plans and specifications, the approved Utility Master Plan, and the "West Villages WWTP Design Criteria Report", dated, June 2006 and included as **Exhibit "E"**.

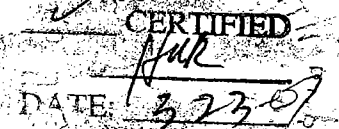
In the event the City requires the District to oversize certain facilities to serve customers outside the Incorporated Property, the District shall be entitled to reimbursement for such oversizing through a "Refundable Advance Agreement" unless the City agrees to pay for the oversizing as it is constructed. In either case, the District shall be entitled to reimbursement in an amount equal to the increase in cost resulting from the incremental increase in size of the facilities required by the City when compared to the facilities the District would have otherwise built to provide such service exclusively within the Incorporated Property.

5.3 The District agrees to convey to the City, title to the water and wastewater Local Facilities, Major Transmission Facilities, Water Plant and Wastewater Plant installed by the District or their respective contractor, pursuant to the provisions of this Agreement. The process for submittal and acceptance of the closeout package required by the City for Conveyance of the water and wastewater Local Facilities and Major Transmission Facilities is as follows:

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

5.4 Start up, initial operation, and conveyance of the Water Plant and Wastewater Plant shall be handled in the manner set forth in the Plant Transition Plan attached hereto as **Exhibit "F"** and incorporated herein by reference ("Plant Transition Plan").

5.5 As further evidence of transfer of title, and upon the completion of the installation by the District, and prior to the rendering of service by the City as part of the closeout package, the District shall convey to the City, by bill of sale, or other appropriate documents, in form satisfactory to the City's counsel, the Local Facilities, Major Transmission Facilities, Water Plant, and Wastewater Plant that have been constructed by the District and approved by the City.



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

5.6 All Local Facilities, Major Transmission Facilities, the booster station portion of the Water Main Project, the Water Plant and Wastewater Plant constructed by the District, or its contractor shall be warranted for at least one (1) year from the date of Conveyance by the District to the City. Mortgagee(s), if any, holding prior liens on such properties shall be required to release such liens, or subordinate their position and join in and consent to the grant or dedication of the easements pertaining to same.

5.7 The parties recognize that the potable water sources to be developed on the Incorporated Property will come in part or entirely from the conversion of sources used for agricultural irrigation or other uses. The parties acknowledge and agree that agricultural and nonagricultural irrigation operations will continue throughout the development of the Incorporated Property and the Total Property. In recognition of this fact, and the projected potable water demand for the Incorporated Property, the water source conversion, and Conveyance of same, will take place in a phased manner consistent with the Water Plant capacity needs based on the Capacity Reservation Date in the Guaranteed Revenue Payment Schedule (Table 7.1) beginning July 1, 2015 as set forth herein, and will be the subject of a Water Source Transition Plan to be developed by Fourth Quarter or the District and to be mutually agreed to by the parties not less than 180 days in advance of complete construction and start-up of the Water Plant, which agreement shall not be unreasonably withheld. Any such Water Source Transition Plan shall provide for: (i) City ownership of raw water sources necessary as a potable water source; (ii) City management and control over delivery of water for any purpose from these City owned sources; (iii) facilities, method and route of raw water pipeline system from these City owned sources to the Water Plant; (iv) an ultimate capacity of not less than 2.0 mgd of potable water from the Total Property. However, such Water Source Transition Plan shall not relieve Fourth Quarter or the District of their respective responsibilities or deadlines under this Agreement.

5.8 Timely payment or conveyance of property to the City as Contribution(s)-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 Fourth Quarter or the District making said Contribution(s)-in-aid-of-Construction except for the

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capacity charges waived in Section 6.2, below. The City shall not be obligated for any reason whatsoever, nor shall the City pay any interest or rate of interest upon a Contribution-in-aid-of-Construction. Neither Fourth Quarter nor the District, nor any person or other entity holding any of the Incorporated Property by, through or under Fourth Quarter, or otherwise, shall have any present or future right, title, claim or interest in and to the Contribution(s)-in-aid-of-Construction or to any of the water or wastewater Local Facilities, Major Transmission Facilities and Water Plant and Wastewater Plant or properties of the City following Conveyance of such facility to the City. 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 Contribution(s)-in-aid-of-Construction. Fourth Quarter and the District shall not be entitled to offset the Contribution(s)-in-aid-of-Construction against any claim or claims of the City unless specified in this Agreement.

**SECTION 6. CAPACITY ALLOCATION AND CAPACITY CHARGES.**

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

**6.2 Capacity Allocation Schedule.**

(a). Fourth Quarter wishes to obtain, and the City agrees to provide, water and wastewater capacity by equivalent residential connection (“ERC”) on the designated delivery dates (“Capacity Allocation”) as follows:

**TABLE 6.2 CAPACITY ALLOCATION SCHEDULE**

<u>Year</u>	<u>Water ERC’s</u>	<u>Wastewater ERC’s</u>	<u>Delivery Date</u>
2005	400	400	July 1, 2005
2006	850	850	July 3, 2006
2007	100	100	July 2, 2007
2008	150	150	July 1, 2008
2009	450	450	July 1, 2009
2010	550	550	July 1, 2010
2011	550	550	July 1, 2011
2012	550	550	July 1, 2012
2013	1,000	---	July 3, 2013
2014	1,000	---	July 2, 2014

(b) The parties acknowledge and agree that the City has no obligation or responsibility to provide any capacity set forth in this Capacity Allocation Schedule (Table 6.2)

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unless and until the corresponding Capital Charges have been paid.

### 6.3 Wastewater Capacity Allocation

(a) As of the due date for completion and Conveyance of the Wastewater Plant as required herein, in order to obtain wastewater Capacity Allocation in addition to and exceeding the cumulative amount set forth in the Capacity Allocation Schedule (Table 6.2), the District shall have built the Wastewater Plant according to the "Capacity Allocation Infrastructure Schedule" attached as Exhibit D. According to the Capacity Allocation Infrastructure Schedule (**Exhibit "D"**), on July 1, 2010 the District will complete construction of the Wastewater Plant which, based on an ERC definition of 225 gpd, will provide 4,444 ERC's of wastewater capacity for each 1.0 MGD of wastewater capacity constructed. The City shall credit the District with that number of ERC's equal to the permitted annual average daily flow of treatment capacity in such Wastewater Plant divided by the number of gallons per day ("gpd") identified in the definition of a "wastewater ERC", which is currently 225 gpd as set forth in the Rate Ordinance. The wastewater ERC's in the Capacity Allocation Schedule in Section 6.2, once paid for and connected, shall be deducted from the Wastewater Plant ERC's credited to the District upon Conveyance of the Wastewater Plant and the resulting number of ERC's will be the District or Fourth Quarter's updated wastewater Capacity Allocation ("Updated Capacity Allocation"). Such wastewater Updated Capacity Allocation shall be allocated annually based on the Guaranteed Revenue Payment Schedule set forth in Table 7.1 below.

(b) The parties agree that, on or about July 1, 2008, the City will review the flow records for wastewater entering its wastewater treatment plant for the preceding twelve (12) month period. In the event the average daily flow for the peak thirty day period during the preceding twelve months does not exceed 4.5 mgpd, the parties agree to delay the due date for commencement and completion of construction of the Wastewater Plant by a period of one year. In that case, the City will repeat this flow analysis on or about July 1, 2009. If the average daily flow for the peak thirty day period during the preceding twelve months does not exceed 4.5 mgpd, the parties agree to delay the due date for commencement and completion of construction of the Wastewater Plant by a period of one additional year. In that case, the City will repeat this flow analysis on or about July 1, 2010. If the average daily flow for any thirty day period during the preceding twelve months does not exceed 4.5 mgpd, the parties agree to may delay the due date for commencement and completion of construction of the Wastewater Plant by a period of one additional year. For its part, the City agrees to move forward with its planned re-rating and expansion of the City's wastewater treatment plant. Notwithstanding the foregoing, if at any time on or after July 1, 2008 an update of the Capacity Analysis Report on the City's wastewater plant documents that the permitted capacity will be equaled or exceeded within the next three (3) years, the due date for completion of construction of the Wastewater Plant will not be delayed or extended, and construction must commence within six (6) months of the filing with the FDEP of such update of the Report. Fourth Quarter and the District shall be entitled to review a draft of the Capacity Analysis Report, including updates, when available from the City staff, and provide comment and input which the City shall consider prior to the City's filing of the Report, or update, as the case may be, with FDEP.

(c) The determination of the Wastewater Updated Capacity Allocation shall be made as of the date the Wastewater Plant is accepted by the City, notwithstanding the fact that the ERC definition may change subsequent to the Wastewater Plant conveyance. If the ERC

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definition changes at anytime prior to the Village District Pattern Plan approval for the final Village to be developed upon the Incorporated Property, the Wastewater Updated Capacity Allocation shall be increased or decreased accordingly based on the revised Wastewater Plant Capacity. The Guaranteed Revenue Payment Schedule set forth in Table 7.1 below shall be adjusted to reflect the increase or decrease in allocation resulting from the modified ERC definition pursuant to a subsequent agreement among the parties.

(d) Upon acceptance of the Wastewater Plant by the City, the City will pay to the District the accumulated wastewater Capital Charges it has collected for wastewater service to the Incorporated Property prior to or upon that date. Payment will be made in the following manner:

1. Within sixty (60) days of the City's acceptance of the Wastewater Plant, the City shall pay to the District an amount equal to the Capital Charges collected by the City for wastewater service to the Incorporated Property prior to that date and which the City has on hand at the time and has not committed to pay for another capital project.

2. The balance due shall be paid over time as the City receives wastewater Capital Charges from customers outside the Incorporated Property.

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

4. The total amount of wastewater Capital Charges to be paid to the District by the City shall not exceed the total wastewater Capital Charges actually paid by development within the Incorporated Property to the City pursuant to the Capacity Allocation Schedule in Section 6.2 above.

#### 6.4 Water Capacity Allocation

(a) In order to obtain water Capacity Allocation for the year 2010 as set forth in the Capacity Allocation Schedule (Table 6.2), the District shall have constructed and the City shall have accepted Conveyance of the Wastewater Plant, or the parties shall have agreed to delay construction of the Wastewater Plant pursuant to section 6.3 (b) above.

(b) Based on the commitment of the Fourth Quarter and the District to develop the Water Source and construct and Convey to the City the Water Plant, the City commits to them capacity in accordance with the Capacity Allocation Schedule set forth in Table 6.2. In the event that, by July 1, 2011, Fourth Quarter and the District have failed to secure a water use permit for the Water Source, and therefore have no further obligation to construct the Water Plant, thereafter the City will provide the Capacity Allocation identified in the Capacity Allocation Schedule (Table 6.2) on an "as available" basis, and will commit only that capacity to the District or Fourth Quarter corresponding to payment to the City of the associated Capital Charges and Guaranteed Revenue required by the Rate Ordinance then in effect. According to the Capacity Allocation Infrastructure Schedule (**Exhibit "D"**), on July 1, 2015 the District will complete construction of the Water Plant which, based on an ERC definition of 250 gpd, will potentially provide an additional 8,000 ERC's of water capacity above that already paid, for pursuant to the Capacity Allocation Schedule (see Table 6.2). The City shall credit District with

that number of ERC's equal to the permitted annual average daily flow of treatment capacity in the Water Plant divided by the number of gallons per day identified in the definition of a "water ERC", which is currently 250 gpd as set forth in the Rate Ordinance. Such capacity credit shall be allocated annually based on the Guaranteed Revenue Payment Schedule set forth in Table 7.1, below. The District's total water Capacity Allocation at the time of Conveyance of the Water Plant ("Updated Capacity Allocation") shall be the sum of: (1) the water ERC's in the Capacity Allocation Schedule in Section 6.2 that have been paid for but not connected to the City water system, and (2) the lesser of the Water Plant capacity or the ERC equivalent of the raw water supply provided from the Total Property for service to the Incorporated Property on an average annual daily flow basis.

(c) The determination of the Water Updated Capacity Allocation shall be made as of the date the Water Plant is accepted by the City, notwithstanding the fact that the ERC definition may change subsequent to the Water Plant conveyance. If the "water ERC" definition changes at anytime prior to the Village District Pattern Plan approval for the final Village to be developed upon the Incorporated Property, the Water Updated Capacity Allocation shall be increased or decreased accordingly. The Guaranteed Revenue Payment Schedule set forth in Table 7.1, below, shall be adjusted to reflect the increase or decrease in allocation resulting from the modified ERC definition pursuant to a subsequent agreement among the parties.

(d) The City acknowledges and agrees that, in order for the District to meet the Capacity Allocation Infrastructure Schedule (**Exhibit "D"**), City shall provide the District with water supply demand data supporting the need for a potable water source on the Total Property for use in a Water Use Permit (WUP) application. To the extent the City has or will include water demand data for the Incorporated Property as a part of its City-wide utility planning, the City agrees to inform the SWFWMD of the terms of this Agreement and the responsibility of Fourth Quarter or the District for water resource and treatment plant development and it is the City's intent to revise any of its SWFWMD applications or other filings to reflect the demands within the Incorporated Property and the sources and quantities of water to be supplied from the Incorporated Property. In the event the SWFWMD does not approve a WUP for the Water Source, the District shall not be required to construct the Water Plant and will not receive a Water Updated Capacity Allocation. In that event, the City, Fourth Quarter and the District shall cooperate to address future water supply to the Incorporated Property.

6.5 The City's obligation to provide the District, Fourth Quarter, its successors or assignees with the wastewater or water Capacity Allocation in any given year is contingent upon:

(a) Payment of all Capital Charges consistent with the schedule in Section 6.2 and any outstanding Guaranteed Revenue Charges for such Capacity Allocation on or before the Guaranteed Revenue Payment Date set forth in Table 7.1; and,

(b) Fourth Quarter or the District's timely compliance with, and completion of, the obligations set forth in the Capacity Allocation Infrastructure Schedule (**Exhibit D**), unless otherwise noted herein; and,

(c) Voter approval of any referendum required by City Charter to authorize issuance of debt to finance construction of City utility facilities necessary for the City to satisfy its

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obligation for service under this Agreement.

6.6 In addition to any other remedies which may be available to the City, in the event of Fourth Quarter's or the District's failure to meet the requirements of the Capacity Allocation Infrastructure Schedule (**Exhibit D**), City shall be under no obligation to provide the Capacity Allocation or building permits for that, or any future year, until Fourth Quarter or the District is in substantive compliance with the Capacity Allocation Infrastructure Schedule (**Exhibit D**), unless the City has failed to meet its obligations under the Capacity Allocation Infrastructure Schedule (**Exhibit D**).

6.7 In the event actual annual usage per ERC of capacity for a particular nonresidential customer within the Incorporated Property exceeds the Capacity Allocation reserved and paid for such customer, Fourth Quarter or customer shall pay additional Capital Charges or take a deduction from Capacity Allocation for such excess. The rate to be paid shall be the Capital Charge then in effect according to the Rate Ordinance. The City shall have no obligation to provide such water or wastewater capacity to serve the Incorporated Property in excess of the amounts set forth herein.

6.8 In the event Fourth Quarter or Village Developers wish to construct units in addition to those for which capacity is reserved hereunder, and such additional capacity is agreed to by the City, an amendment signed by all parties to this Agreement shall be required, except as provided in Section 6.9 below.

6.9 Prior to acceptance of the Water Plant or Wastewater Plant by the City, if the incremental needs of the District or Fourth Quarter exceeds the Capacity Allocation for a given year, the District or Fourth Quarter may request that the City accelerate delivery of future capacity upon payment of incremental additional water and wastewater Capital Charges and any other rates or charges required for such capacity. The City shall be under no obligation to accelerate capacity, but may elect to do so if additional water or wastewater capacity is available. Following acceptance of the Water Plant or Wastewater Plant by the City, the District shall be entitled to Capacity Allocation for a given year based on the Guaranteed Revenue Payment Schedule set forth in Table 7.1 below. If, following acceptance of the Water Plant or Wastewater Plant by the City, the District's capacity needs for a given year exceeds the capacity allocation provided in the Guaranteed Revenue Payment Schedule, the District shall be entitled to additional available Wastewater or Water Plant Capacity Allocation for the following one (1) year of the Guaranteed Revenue Payment Schedule. In that event, guaranteed revenue charges will be based on any reserved and unconnected allocation from: (a) any prior year(s), and (b) the year in which demand for capacity exceeds the Capacity Allocation, and (c) any subsequent year from which additional allocation is provided.

6.10 In the event of a modification to the Rate Ordinance increasing the water or wastewater Capital Charge for Capacity Allocation for which Fourth Quarter or the District are paying Capital Charges, the parties agree that the increased Capital Charge will be applied to and due for any units for which a meter has not yet been set. City agrees to accept payment from the building permit applicant on behalf of the District or Fourth Quarter for payment of the difference between the prior Capital Charge and the newly approved Capital Charge for any prepaid connections reserved under the Capacity Allocation Schedule (Table 6.2) which have not had a meter set as of the effective date of the Rate Ordinance amending the Capital Charge.

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In any event, after their acceptance by the City, no wastewater or water Capital Charges shall be due for any capacity supplied by the Wastewater Plant or Water Plant.

6.11 As a result of the payment of Capital Charges and construction of the Water Plant and Wastewater Plant, the District shall have a water Capacity Allocation which exceeds its wastewater Capacity Allocation by approximately 4,500 ERC's. The parties understand and agree that the City's obligation to provide the additional approximately 4,500 water ERC's scheduled to begin in 2018 shall be conditioned upon the District constructing and conveying to the City, or otherwise paying the City to construct, a Phase II wastewater plant and appurtenant facilities with a capacity of not less than 4,500 ERC's (the "Phase II Wastewater Plant"). In the event the District fails to construct and Convey to the City, or otherwise pay the City to construct, the Phase II Wastewater Plant within two (2) years following the point in time at which the Water Plant has only approximately 4,500 ERC's of remaining capacity, then the City's obligation to then provide the remaining approximately 4,500 ERC's of water capacity allocation to the District shall terminate.

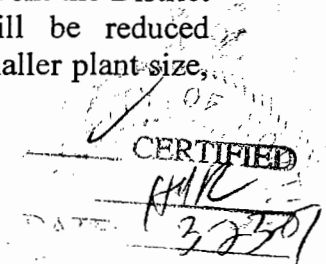
SECTION 7. GUARANTEED REVENUE.

7.1 Beginning on July 3, 2006, and as of each anniversary date thereafter, City shall bill and Fourth Quarter, its successors or assignees or Village Developer shall pay within thirty (30) days of the invoice date, the City's Guaranteed Revenue Charge then in effect in the manner set forth in this section according to the following schedule:

**TABLE 7.1  
GUARANTEED REVENUE PAYMENT SCHEDULE**

Capacity Reservation Date	Capacity Reserved		Guaranteed Revenue Payment Date
	Water ERC's	Wastewater ERC's	
July 1, 2005	400	400	July 3, 2006
July 3, 2006	850	850	July 2, 2007
July 2, 2007	100	100	July 1, 2008
July 1, 2008	150	150	July 1, 2009
July 1, 2009	450	450	July 1, 2010
July 1, 2010	550	550	July 1, 2011
July 1, 2011	550	550	July 1, 2012
July 1, 2012	550	550	July 3, 2013
July 3, 2013	1,000	1,000	July 2, 2014
July 2, 2014	1,000	1,000	July 1, 2015
July 1, 2015	1,000	1,000	July 1, 2016
July 1, 2016	1,000	1,000	July 1, 2017
July 1, 2017	1,500	1,500	July 1, 2018
July 1, 2018	1,500	---	July 1, 2019
July 1, 2019	1,500	---	July 3, 2020
July 1, 2020	1,500	---	July 2, 2021

This schedule is based on a Wastewater Plant size of 2.0 MGD. In the event the District elects to build a smaller plant, the Wastewater ERC's listed above will be reduced proportionately to correspond to the gallons per day processing ability of the smaller plant size.


  
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beginning with the payment due on the July 1, 2018 delivery date and working back from there.

7.2 The obligation to pay Guaranteed Revenue Charges shall apply to each water and wastewater ERC of Capacity Allocation for which (a) Capital Charges have been paid and to which service has not yet been provided, or (b) to which connection was made but service was provided after July 1<sup>st</sup> of the immediately preceding year. For each such ERC, Fourth Quarter or a Village Developer shall pay a charge equal to the City's annual Guaranteed Revenue Charge per ERC multiplied by a fraction, the numerator of which is the number of days since July 1<sup>st</sup> of the immediately preceding year prior to the meter installation date for such ERC, and the denominator of which is 365. The City's Guaranteed Revenue Charge is currently \$160 annually per potable water ERC and \$150 annually per wastewater ERC; however, City reserves the right to adjust the charges (higher or lower) in the future. The City agrees to accept Guaranteed Revenue Charge payments from Assignees of this Agreement.

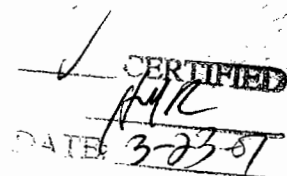
7.3 The obligation to pay Guaranteed Revenue Charges is cumulative. That is, for any given year, any ERC's of Capacity Allocation which have not been connected in previous years shall continue to require payment of Guaranteed Revenue Charges until connected. District or Fourth Quarter shall only be entitled to Capacity Allocation in a given year according to the Guaranteed Revenue Payment Schedule (Table 7.1), provided Guaranteed Revenue Charges have been timely paid for that year's Capacity Allocation.

#### SECTION 8. WEST VILLAGES IMPROVEMENT DISTRICT.

8.1 The District was created by Special Act 2004-456 of the Florida Legislature as amended by Special Act 2006-355. The District encompasses approximately 8,200 acres located within the City and owned by Fourth Quarter, certain Village Developers, and resident homeowners, plus there is approximately 3,700 acres located in unincorporated Sarasota County. The District was created to, among other things, finance, plan, design, construct and operate water plants and systems and wastewater plants and systems, and charge for such services; provided, that the exercise of such construction, operation, and fee establishment powers within the City are subject to approval by the City, and further that, at the request of the City, subject to a utility developer agreement, to donate and turn over operation of all or any portion of the water and wastewater systems within the City or used to serve the City.

8.2 The parties acknowledge and agree that Fourth Quarter is relying on the District and the District hereby agrees to fund and construct certain facilities including, but not limited to, Major Transmission Facilities and Water Plant and Wastewater Plant, and to contribute such facilities to the City as Contributions-in-aid-of-Construction in partial satisfaction of the Capacity Allocation Infrastructure Schedule (**Exhibit D**). The parties intend this Agreement to be a utility developer agreement as referenced in the District's Special Act. As such, the District shall not operate any Water Facilities or Wastewater Facilities, or allow such facilities to be operated, within the boundaries of that portion of the District that lies within the City, by any entity other than the City, unless otherwise provided for herein.

8.3 Fourth Quarter or the District shall convey to the City a site for the Water Plant, a site for the booster pump station for the Water Main Project, and a site for the Wastewater Plant to satisfy the Capacity Allocation Infrastructure Schedule (**Exhibit D**) requirements. In order to satisfy such requirements, the plant sites shall be of a size that is design dependant upon and

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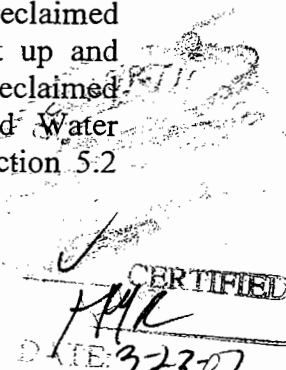
determined by the City and the District, and shall be in a location acceptable to the City, acceptance of which shall not be unreasonably withheld by the City.

**SECTION 9. BINDING AGREEMENT; ASSIGNMENT.**

9.1 This Agreement shall be binding upon and shall inure to the benefit of Fourth Quarter, its successors and assigns, the District and the City. This Agreement may not be assigned by any party without the written consent of the other parties. The City's assignment may be made by the City Manager or his designee; provided nothing in this Section shall prohibit the City Manager, in his/her sole discretion, from requesting City Commission approval of any assignment request. The parties acknowledge that Fourth Quarter intends to have Village Developers develop all or portions of the Incorporated Property. The parties further acknowledge that a Village Developer or builder may pay the water and wastewater Capital Charges called for under this Agreement, and a separate third party developer or builder may construct and convey Local Facilities and request service from the City for certain villages or portions of the Incorporated Property. The City agrees to accept Capital Charge payments, Local Facilities, and Guaranteed Revenue payments from a Village Developer. The City shall maintain a database of ERC's utilized by Village Developers. The City agrees to provide this information to Fourth Quarter, the District, and an affected Village Developer, upon request. Fourth Quarter and the District agree to indemnify and hold City harmless from any costs or expenses incurred by the City as a result of any litigation or other dispute arising out of Fourth Quarter or District reimbursement issues related to the Agreement, provided nothing herein shall be deemed or construed as a waiver or limitation by the District of its sovereign immunity protections and rights under section 768.28, Florida Statutes.

**SECTION 10. RECLAIMED WATER SYSTEM.**

10.1 In addition to the Wastewater Facilities, the District shall construct and Convey to the City a reclaimed water transmission system beginning at the Wastewater Plant and extending to the perimeter of the individual Villages throughout the Incorporated Property ("Reclaimed Water Transmission System"). The District shall further construct effluent storage ponds at the Wastewater Plant. The Reclaimed Water Transmission System and effluent storage ponds shall be sized sufficiently as provided in Section 10.2 to store effluent generated by the Wastewater Plant and future expansions thereof through build-out of the Incorporated Property. The District, Village Developers or third parties other than the City shall construct, own and operate a reclaimed water storage and distribution system within individual villages on the Incorporated Property in accordance with the City's Utility Standards, and DEP standards, as amended from time to time ("Reclaimed Water Distribution System"). The Reclaimed Water Transmission and Distribution Systems shall be planned in such a manner to serve the current and future irrigation needs of the Incorporated Property in conjunction with other water sources, including, service to golf courses, parks, recreation areas, and residential and non-residential sites. The City agrees to provide at the rates set forth in the Rate Ordinance, reclaimed water to the District, Village Developers or assignees for reuse through the Reclaimed Water Transmission System. The District's, Village Developers' or third parties other than the City duty to accept reclaimed water and the City's duty to provide shall commence immediately following start up and conveyance of the Wastewater Plant to the City. The planned points of delivery for reclaimed water delivered by the Reclaimed Water Transmission System to the Reclaimed Water Distribution System will be provided within the Utility Master Plan required by Section 5:2

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herein.

10.2 The District, Village Developers or third parties other than the City shall construct wet weather and non-application day storage for reclaimed water produced or delivered by the City in accordance with all appropriate local, state, and federal rules and regulations in order to protect the human health and the environment ("Wet Weather Storage"). Wet Weather Storage shall be pursuant to Chapter 62-610.414, Florida Administrative Code, ("FAC"), or as identified in the permit for the Wastewater Plant (whichever is more stringent), and may be relied upon by the City in permitting and operating the Wastewater Facilities. If during future permitting and expansions of the Wastewater Plant additional effluent storage ponds are needed to comply with the requirements of FDEP and/or future demands, then the District shall either construct those ponds within the Incorporated Property that will be Conveyed to the City or construct an alternative means for disposal of the public access reclaimed water. The Reclaimed Water Distribution System shall meet all of the requirements of the state and federal regulations, and include, as appropriate, the posting of signs, a program designed to prevent cross connections with potable water systems, the maintenance of chlorine residual if required, the maintenance of appropriate distance between potable water wells and reclaimed water holding ponds, the construction, maintenance, and sampling of any and all monitoring wells required by local, state or federal regulations, and such features as are necessary and appropriate to demonstrate compliance with reclaimed water and water quality parameters as set forth in the DEP rules and regulations.

10.3 The District, Village Developers or third parties other than the City shall operate and maintain their Reclaimed Water Distribution System in compliance with Chapter 62-610, FAC, as amended, and shall be responsible for any fine, regulatory enforcement action or direct costs incurred by the City that are incurred as a result of the failure of the District, Village Developers or third parties other than the City to do so.

10.4 The District, Village Developers or third parties other than the City shall pay for reclaimed water provided to it by the City pursuant to the Rate Ordinance, as may be amended from time to time. The City agrees to allow alternative sources of water, including wells, surface water, storm water, or reclaimed water from sources other than the City, as a source of non-potable irrigation water, only so long as all reclaimed water available from the City is being used. All reuse water stored in the on-site Wastewater Plant Wet Weather Storage ponds will be used first, prior to any other irrigation sources to supplement the demand.

10.5 The District understands and acknowledges that the City will not guarantee the delivery of a set amount of reclaimed water. The District further agrees that the City shall not be held liable to the District for any damages or expenses incurred by the District because of the City's failure to deliver reclaimed water. The District accepts the possibility that the City may be required to disrupt reclaimed water service to the District's premises due to emergency conditions, peak demands, or planned system maintenance. The District shall be responsible for any damage that may be caused to the District owned facilities by such disruptions. The District shall have first priority to reclaimed water generated by the Wastewater Plant.

10.6 Additional or revised terms and conditions for the delivery and acceptance of reclaimed water between the parties shall be the subject of a subsequent agreement. Such agreement must be entered into by the parties prior to City sign off on the Wastewater Plant DEP

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permit. Such agreement shall address, among other things, the rights and responsibilities of Village Developers, homeowners associations and others in regard to reclaimed water irrigation.

### **SECTION 11. WATER EMERGENCY INTERCONNECT**

11.1 The District or Fourth Quarter agree to construct an interconnect for emergency water supply between the Water Facilities and the Sarasota County water system. This interconnect will be constructed as a result of the transfer of the Sarasota Memorial Hospital as a customer from the County to the City. The City, for its part, will assist the District or Fourth Quarter in pursuing any grants or other public funding which may be available to defray all or a portion of the cost of the interconnect. Subject to approval by the City, the District or Fourth Quarter shall be responsible for the design, permitting and construction of the water interconnect and for securing any real property rights necessary for the ownership and operation of the interconnect. Following completion, the interconnection shall be conveyed to the City and placed into service pursuant to the completion of the closeout package and procedures for Conveyance of such facilities. The City agrees to be responsible for twenty five percent (25%) of the design, permitting, and construction cost of the interconnect.

11.2 In addition to the requirement in section 11.1, Fourth Quarter or the District shall be responsible for construction of an interconnect with the Peace River/Manasota Regional Water Authority ("Authority") at such time as the Authority extends its regional loop water system to the Incorporated Property. The City and Fourth Quarter or the District shall share in the cost of the interconnect. Fourth Quarter or the District's share in such cost will be based on the size, capacity, and relative benefit of the interconnect as a committed water source for the Incorporated Property. The City shall be responsible for the portion of the cost of the interconnect that will benefit City water customers whose benefited real property lies outside the Incorporated Property.

**SECTION 12. FUTURE CAPACITY.** The parties acknowledge that, at build out as defined in the City's Comprehensive Plan, the Incorporated Property is expected to require approximately 20,000 ERC's of water and wastewater capacity. In order to provide for additional utility service beyond the capacity provided for in this Agreement, the parties will amend this Agreement to address the provision of utility service to the Incorporated Property by the City through build out. Such amendment shall include a schedule for completion of subsequent phases of the Wastewater Plant and offsite sources of water supply, if such is necessary, to serve the Incorporated Property.

### **SECTION 13. EVENT OF DEFAULT.**

13.1 The term "Event of Default" as used in this Agreement means the occurrence of any one or more of the following:

(a) A party's failure to timely perform the covenants and agreements contained in this Agreement, or Fourth Quarter's or District's failure to timely comply in all material respects with the terms and conditions of City's Utilities Standards.

(b) A party's representations or warranties contained in this Agreement as of the date of said party's Agreement are not true and correct in any material respect.

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(c) Fourth Quarter is voluntarily adjudicated a bankrupt or insolvent; seeks, allows or consents to the appointment of a receiver or trustee for itself or for all or any part of its property; files a petition seeking relief under the bankruptcy or similar laws of the United States, or any state of competent jurisdiction; makes a general assignment for the benefit of creditors; or admits in writing its inability to pay its debts as they mature.

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

(e) City's, Fourth Quarter's, or District's failure to timely comply with the requirements of the Capacity Allocation Infrastructure Schedule (**Exhibit "D"**), provided that any such failure by Fourth Quarter or the District, shall not relieve Fourth Quarter or District of their respective obligation to develop and deliver the water resources as required therein.

(f) Failure to timely pay Capital Charges for Capacity Allocation, Guaranteed Revenue Charges, or fees and costs required by this Agreement

13.2 Fourth Quarter shall have a fifteen (15) day grace period before a failure to make payment as required herein shall constitute an event of default under this Agreement. Fourth Quarter shall be assessed a five percent (5%) late fee to be calculated on any delinquent payment if made after the expiration of the fifteen (15) day grace period. In the event of Fourth Quarter's failure to make timely payment as set forth herein and upon the expiration of the fifteen (15) day grace period, the City shall, prior to declaring an event of default, provide Fourth Quarter with written notice of the City's intent to declare an event of default. Fourth Quarter shall have an additional twenty (20) days from the date Fourth Quarter receives the City's written notice within which to make the specified payment. Thereafter, Fourth Quarter shall be subject to interest accruing on any unpaid balance at the highest rate allowed by Florida law. Should a party fail to cure a default upon its receipt of proper notices, the non-defaulting party may undertake the appropriate legal actions it deems necessary to enforce its right and remedies as provided under this Agreement and Florida law.

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

13.4 In those instances under and pursuant to this Agreement, wherein Fourth Quarter and the District have specifically agreed that they have a joint obligation to satisfy an obligation,

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which if not satisfied in a timely fashion will result in an Event of Default as hereabove defined, then in that event such an Event of Default by Fourth Quarter shall be considered an Event of Default by the District and an Event of Default by the District shall be considered an Event of Default by Fourth Quarter. Provided, however, nothing in this Agreement shall be deemed or construed as the District's: (a) waiver of its sovereign immunity rights and privileges or the conditions and limitations of Section 768.28, Florida Statutes, or (b) pledge of its assessment authority or (c) pledge of its credit for private purposes.

**SECTION 14. INSURANCE.** The District shall furnish the City with a certificate(s) of insurance prior to the date upon which the District is to commence construction of any Local Facilities, Major Transmission Facilities or Water Plant and Wastewater Plant, which certificate(s) shall comply with the insurance requirements set forth in **Exhibit G** and incorporated herein by reference. Said certificate shall provide that except for non-payment of premiums, insurance coverage shall not be canceled or reduced by the insurance carrier without at least thirty (30) days prior written notice to the City. The City reserves the right to alter or amend the insurance requirements from time to time based on scope of the contract, risk factors and their liability if any. Insurance policies must be written on 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 where the District is so named, except worker's compensation. 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.

**SECTION 15. GREASE TRAPS.** If a restaurant, hospital, nursing home or any other use involving commercial kitchen facilities is located on the Incorporated Property, Fourth Quarter, the District, the Village Developer or the Project Developer, as appropriate the ("Responsible Developer"), shall include as part of the Local Facilities, as appropriate, such grease interceptors or grease traps (a "Grease Trap") as may be required by the City Utilities Standards or by applicable law, codes, rules, regulations and standards pertaining thereto, as 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 the City's Utilities Standards and the applicable governmental agencies. The Responsible Developer shall obtain the necessary permits for the Grease Trap and shall operate and maintain the same in accordance with the requirements of the City and the applicable governmental agencies. City shall have the right, but not the obligation, to inspect and test any Grease Trap in order to ensure Responsible Developer's compliance with the terms hereof. Responsible Developer shall indemnify and hold harmless City from and against any and all liability, cost, expenses and fees, including attorneys' fees and costs, arising or resulting from Responsible Developer's failure to install and adequately maintain a Grease Trap including, without limitation, any costs or expenses resulting or arising from damage to the City's wastewater system lines, lift stations and plant facilities caused by grease, oil, fats, prohibited solvents or any other materials entering into or coming in contact with such lines, lift stations and plant facilities because of Responsible Developer's failure to adhere to the

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provisions.

**SECTION 16. WATER SUPPLY CONTRACT.** The City has entered into that certain Peace River/Manasota Regional Water Supply Authority Master Water Supply Contract dated October 5, 2005 by and between Peace River/Manasota Regional Water Supply Authority (“Authority”), Manatee County, Charlotte County, DeSoto County, Sarasota County, and the City of North Port (“Water Supply Contract”). The Water Supply Contract contains a procedure for each of these participants to identify its future water supply needs to assist the Authority in its water planning and development processes. In accordance with Section 11 of the Water Supply Contract, the City is required to provide to the Authority no later than January 15<sup>th</sup> of each year:

- ( ) Total projected demand by contract year (fiscal year) for the next 20 years;
- ( ) That portion of the demand that the Authority is to fulfill in terms of annual average daily quantity, peak month average daily quantity and maximum daily quantity; and,
- ( ) The basis for each projection.

On or before January 1, 2007 and on each anniversary date thereafter until build out, the District shall provide to the City information identified in Section 16(i) and 16(iii), as it applies to the Incorporated Property, for inclusion by the City in its annual report to the Authority for water supply and planning purposes. The District is required to deliver this information to the City for its City-wide planning and delivery of water. The parties agree to cooperate such that any permit applications or data submissions regarding water demands both within the Incorporated Property and elsewhere in the City will not overlap or conflict, and in a manner intended to realize the requirement that 2.0 mgd of potable water supply will be obtained from the Total Property.

**SECTION 17. EVIDENCE OF TITLE.** Within a period of ninety (90) days after the execution of this Agreement, at the expense of Fourth Quarter, Fourth Quarter agrees to either deliver to the City a Title Insurance Commitment or 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 Incorporated Property, which opinion shall include a current report on the status of the title, setting out the name of the legal title holders, the outstanding mortgages, taxes, liens, and covenants. The provisions of this Section are for the exclusive rights of service contained in 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 18. OWNERSHIP OF FACILITIES.** The parties agree that all Water Facilities and Wastewater Facilities conveyed to the City for use in connection with providing water and wastewater services to the Incorporated Property, shall be conveyed free and clear of all liens and encumbrances, except as may be otherwise permitted herein.

**SECTION 19. 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, wastewater and reclaimed water services to the Incorporated Property. Such rules, regulations and rates are subject to the

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approval of the City Commission of the City of North Port, Florida. Such rules and regulations shall at all times be reasonable and subject to regulation as may be provided by law or under contract. Rates charged to customers located upon the Incorporated Property shall be identical to rates charged to other City customers for the same classification of service unless otherwise agreed to by the City. All rules, regulations and rates in effect, or placed into effect in accordance with the preceding, shall be binding upon Fourth Quarter, upon any other entity holding by, through or under Fourth Quarter; and upon any customer of the water, wastewater and reclaimed water services provided to the Incorporated Property by the City.

**SECTION 20. PERMISSION TO CONNECT REQUIRED.** Fourth Quarter, or any owner of any parcel of the Incorporated Property, or any occupant of any residences or buildings located thereon, shall not have the right to and shall not connect any customer installation to the water and wastewater facilities of the City until approval for such connection has been granted by the City.

**SECTION 21. NOTICES.** Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, or by mail to:

Fourth Quarter Properties XXXII, LLC  
c/o Thomas Enterprises, Inc.,  
45 Ansley Drive  
Newnan, Georgia 30263  
Attention: Stanley E. Thomas  
(tel. 678-423-5445 and fax 678-423-5446)

and, if to the City, shall be mailed or delivered to at:

City of North Port  
6644 West Price Boulevard  
North Port, Florida 34287  
Attention: Utilities Director  
(tel. 941-426-9500 and fax 941-426-5409)

and, if to the District, shall be mailed or delivered to at:

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

**SECTION 22. SURVIVAL OF COVENANTS.** The rights, privileges, obligations and covenants of the parties shall survive the completion of the work of the District with respect to completing the water and wastewater facilities and services to any phase area and to the Incorporated Property as a whole.

**SECTION 23. ENTIRE AGREEMENT; AMENDMENTS; APPLICABLE LAW; ATTORNEY'S FEES.** This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between Fourth Quarter and the City, made with

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respect to the matters herein contained including, but not limited to, the Interim Agreement, and when duly executed, constitutes the agreement between Fourth Quarter, District and the City. 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. The laws of the State of Florida, as well as all applicable local ordinances of the City shall govern this Agreement and it shall be and become effective immediately upon execution by both parties hereto. In the event that the City, District or Fourth Quarter 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 24. DISCLAIMERS; LIMITATIONS ON LIABILITY.**

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

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

24.3 Neither party shall be liable or responsible to the other by reason of the failure or inability of the other parties to take any action that may be required to take or to comply with the requirement imposed hereby or any injury to the other party or by those claiming by or through it, which failure, inability or injury is caused directly or indirectly by force majeure as hereinafter set forth. The term "Force Majeure" as employed herein shall mean acts of god, strikes, lock-outs, or other industrial disturbances; acts of public enemies, war, blockades, riots, acts of armed forces, militia, or public authority, epidemics; breakdowns of or damage to machinery, pumps, or pipe lines; landslides, earthquakes, fires, storms, floods, or washouts; arrests, title disputes, or other litigation; governmental restraints, of any nature whether federal, state, county, municipal or otherwise, civil or military; civil disturbances; explosions, failure or inability to obtain necessary materials, supplies, labor or permits or governmental approvals whether resulting from or pursuant to existing or future rules, regulations, orders, laws or proclamations whether federal, state, county municipal, or otherwise civil or military; or by any other causes, whether or not of the same kind as enumerated herein, not within the sole control of either party and which, by exercise of due diligence, or in the case of permitting the party's best efforts, a party is unable to overcome. Any delays in completion of the Capacity Allocation Infrastructure Schedule resulting from a force majeure shall trigger a tolling of the time for delivery of capacity by the City, it being recognized and agreed by the parties that the facilities to be constructed and contributed to the City by the District pursuant to the Capacity Allocation Infrastructure Schedule are necessary for the City's provision of water and wastewater services

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to the Incorporated Property

24.4 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 of an authorized successor or assignee thereof.

24.5 Notwithstanding any other provisions of this Agreement, the Fourth Quarter or the District expressly acknowledges: (A) 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 resources or rates, fees, or charges collected by the City in connection with the City's System) as security for any amounts of money payable by the City under this Agreement; and (B) That its rights to any payments or credits under this Agreement are subordinate to the rights of all holders of any bonds, or notes of the City, whether currently outstanding or hereafter issued.

**SECTION 25. COVENANT NOT TO ENGAGE IN UTILITY BUSINESS.** For so long as the City is providing such services sufficient to meet all the water and wastewater demands within the Incorporated Property as shown in Table 7.1., Fourth Quarter and the District, as a further consideration for this Agreement, agree not to engage in the business of providing potable water and wastewater (but excluded therefrom is the distribution and sale of reuse water) services to the Incorporated Property, or permit any third party to so provide, during the period of time the City, its successors and assigns, provide potable water and wastewater services to the Incorporated Property, it being the intention of the parties hereto that the foregoing provision shall be a covenant running with the land and the City shall have the sole and exclusive right and privilege to provide potable water and wastewater (but excluding reuse water) services to the Incorporated Property and to the occupants of each residence, building or unit constructed thereon. Fourth Quarter and the District further agree not to resell or provide any utility services provided by the City outside of the Incorporated Property without the written consent of the City. Notwithstanding the foregoing, if the City is unable to provide, in whole or in part, potable water or wastewater service as required by this Agreement, the District, Fourth Quarter, its successors or assigns, may request the City to permit any third party or parties to provide potable water or wastewater services to the Incorporated Property.

**SECTION 26. RECORDATION.** The parties hereto agree that a memorandum regarding this Agreement and Exhibits attached hereto be recorded in the Public Records of Sarasota County, Florida at the expense of the Fourth Quarter.

**SECTION 27. 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 28. AUTHORITY TO EXECUTE AGREEMENT.** The signature by any person to this Agreement shall be deemed a personal warranty by that person that he/she has the full power and authority to bind any corporation, partnership, or any other business entity for which he/she purports to act hereunder.

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**SECTION 29. POST ANNEXATION AGREEMENT.** In furtherance of the Principles of Agreement previously entered into by the parties, it is anticipated that Fourth Quarter, the District and City shall enter into a post annexation Development Agreement which sets forth certain terms and conditions pursuant to which the Incorporated Property is to be developed. In the event of a conflict between the Principles of Agreement or Development Agreement and this Agreement, specifically limited to utility issues (Water Facilities, Wastewater Facilities, and Reclaimed Water Systems), the terms of this Agreement shall prevail.

**SECTION 30. PERMITTING.** In addition to any other permits which may be required for the provision of potable water and central wastewater service to the Incorporated Property, the parties agree to the following:

A. **Wastewater Plant:** The District shall, at its expense, prepare and file the required DEP permit application(s) for the Wastewater Plant. The District shall respond to comments and requests for additional information regarding said application(s) and make reasonable efforts to secure such permits for the construction of the Wastewater Plant. City shall cooperate in the effort to secure such DEP permits. At such time as the Wastewater Plant is completed, ownership and operational responsibility shall be conveyed to and accepted by the City, and the parties agree to execute and file with DEP permit transfer forms if needed to identify the City as owner. Until acceptance and conveyance to the City, the District will be liable for compliance with the conditions of the existing permit, and the District shall remain liable for all costs associated with any corrective actions required as the result of any violations occurring prior to the legal transfer of the facility.

B. **Water Plant:** The District shall, at its expense, prepare and file the required DEP permit application(s) for the Water Plant. The District shall respond to comments and requests for additional information regarding said application(s) and make reasonable efforts to secure such permits for the construction of the Water Plant. City shall cooperate in the effort to secure such permits through means such as providing data and participating in meetings with regulatory agencies. At such time as the Water Plant is completed, ownership and operational responsibility shall be conveyed to and accepted by the City, and the parties agree to execute and file with DEP permit transfer forms if needed to identify the City as owner. Until acceptance and conveyance to the City, the District will be liable for compliance with the conditions of the existing permit, and the District shall remain liable for all costs associated with any corrective actions required as the result of any violations occurring prior to the legal transfer of the facility.

C. **Potable water supply:** The District shall prepare, in conjunction with the supplemental data from the City as set forth in Exhibit "D", as more specifically set forth herein, water use permit applications for the development of not less than 2.0 mgd of potable water supply from the Total Property. The City shall be identified as a co-permittee on the water use permit applications and, once transferred, as the permittee on the permits themselves.

**SECTION 31. LEGAL ACTIONS.** If any action shall be brought against the City in respect of which indemnity may be sought under the foregoing provisions of this Section against Fourth Quarter or the District, or in the event the City is named as a party, or otherwise participates in any administrative proceeding arising out of the requirement herein to obtain

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certain regulatory permits or otherwise arising pursuant to this Agreement, the City shall promptly notify the responsible other party in writing, and said responsible party shall assume the City's defense thereof including the employment of counsel and the payment of all expenses. In any such action the City shall have the right to employ separate counsel, and the reasonable fees and expenses of such counsel shall be at the expense of the responsible party. Fourth Quarter and/or the District shall not be liable for any settlement of such action effected without their express written consent, but if settled with the written consent of Fourth Quarter and/or the District or if there be a final judgment for the plaintiff in any such action, the responsible party shall indemnify and hold harmless the City from and against any loss, liability, cost or expense (including reasonable attorney's fees, whether prior to, during or after trial or in the event of any appeal) by reason of such settlement or judgment to the extent same is not as a result of the acts or omissions of the City or its authorized agents. Provided, however, nothing contained herein shall be deemed or construed as a waiver or limitation by the District of its sovereign immunity rights and authorizations.

**SECTION 32. MISCELLANEOUS.**

32.1 The parties understand and agree that this Agreement may be modified by written mutual consent of all of the parties.


32.2 Fourth Quarter acknowledges that the City has incurred extraordinary costs in the development of this Agreement due to the size and complexity of the development of the Property. Fourth Quarter agrees to pay or reimburse City \$49,000 for legal, engineering, and financial advisor fees and costs reasonably incurred in the negotiation and drafting of this Agreement.

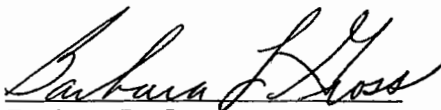
IN WITNESS WHEREOF, the parties have executed or have caused this Agreement, with the named Exhibits attached, if any, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

Executed by the CITY this 13<sup>th</sup> day of FEBRUARY, 2007.

ATTEST:

THE CITY OF NORTH PORT,  
FLORIDA

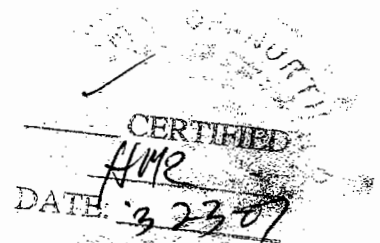
  
Helen M. Raimbeau, CMC, City Clerk

By:   
Barbara L. Gross  
Commission Chair

Approved as to form and correctness:

(City Seal)

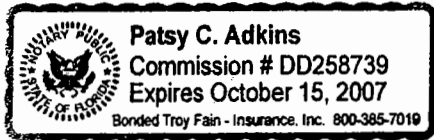
  
Robert K. Robinson, City Attorney



STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of February, 2007, by Barbara L. Gross, Chair, City Commission, City of North Port, Florida. He is personally known to me or has produced \_\_\_\_\_ as identification.

(Notary Seal)

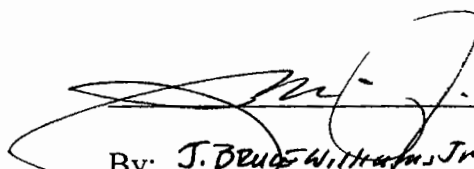


Patsy C. Adkins  
Notary Public  
My Commission Expires: October 15, 2007  
Commission Number: DD 258 739

Executed by **FOURTH QUARTER** this \_\_\_\_ day of \_\_\_\_\_, 2007.

**FOURTH QUARTER PROPERTIES XXXII,  
LLC, a Georgia Limited Liability Company**

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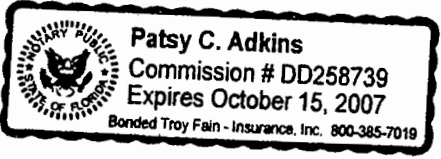
  
By: J. Bruce Williams Jr  
Authorized Agent  
Its Managing Member

STATE OF Florida  
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of February, 2007, by Bruce Williams, the Authorize Agent of Fourth Quarter Properties XXXII, LLC. He/she is personally known to me or has produced Georgia Drivers License as identification.

(Notary Seal)

Patsy C. Adkins  
Notary Public  
My Commission Expires: October 15, 2007  
Commission Number: DD258739



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PA/C  
DATE: 3-2-07

Executed by the DISTRICT this 27 day of Feb., 2007.

ATTEST:

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

By: [Signature]  
Secretary

By: [Signature]  
Its: Vice Chairman

(District Seal)

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of Feb., 2007, by Eric Anderson, the Vice-Chairman of West Villages Improvement District. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

(Notary Seal)

[Signature]  
Notary Public  
My Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_



Peggy Jean Getzan  
My Commission DD238743  
Expires November 18, 2007

CERTIFIED  
DATE: 3-23-07

**EXHIBIT A**

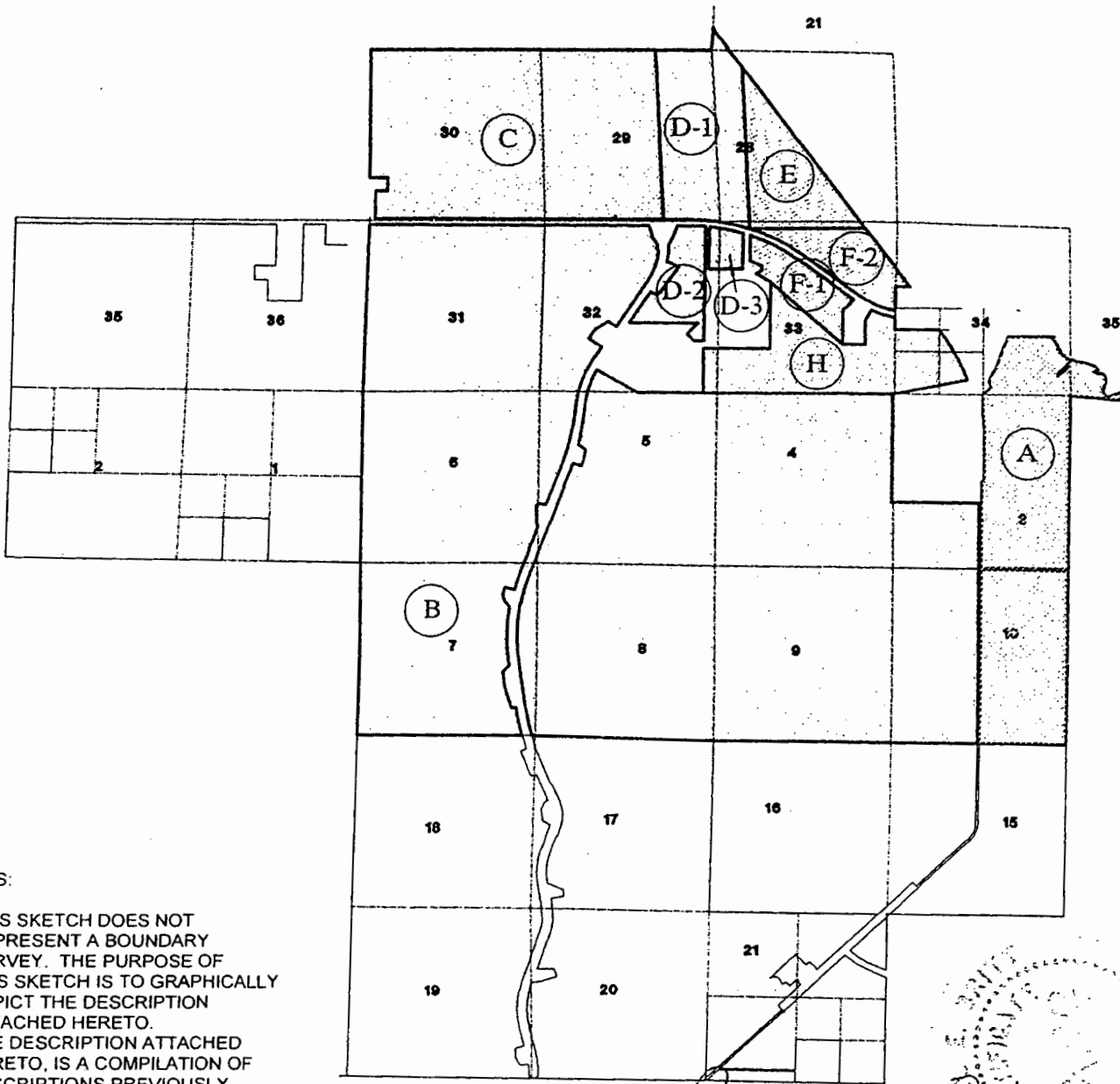
**Incorporated Property**

~~SECRET~~  
✓  
CERTIFIED  
*[Signature]*  
DATE: *3-3-07*

# WEST VII VILLAGES IMPROVEMENT DISTRICT UNIT 1 BOUNDARY

## KEY MAP

SCALE: 1" = 5000'



**NOTES:**

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

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

PREPARED FOR:

WEST VILLAGES IMPROVEMENT DISTRICT

DATE OF SKETCH: NOVEMBER 21, 2005

JOB NUMBER: 05-11-61



**BRITT SURVEYING, INC**

LAND SURVEYORS AND MAPPERS  
 CERTIFICATE OF AUTHORIZATION NO. L.B. 6631

606 Cypress Avenue Venice Florida 34285  
 Telephone: (941) 493-1396 Fax: (941) 484-5766  
 Email: bs@brittsurveying.com

CERTIFIED  
*Holt*  
 DATE: 3-23-07

**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;

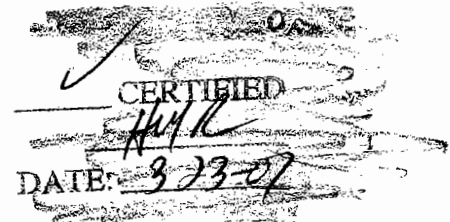
**PARCEL "B"**

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

A handwritten signature and date stamp. The word "CERTIFIED" is stamped in capital letters. Below it, the signature "HMK" is written in cursive. At the bottom, the date "3-23-07" is stamped in a stylized font.

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)

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CERTIFIED  
DATE: 3/23/07

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

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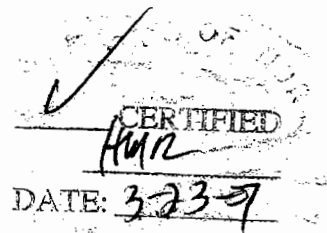
point on the Westerly Line of the Easterly 1670.80 feet of Section 29, Township 39 South, Range 20 East, Sarasota County, Florida; thence N.02°48'38"W., along the Westerly Line of the Easterly 1670.80 feet of said Section 29, a distance of 5223.69 feet to a point on the North Line of said Section 29,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

A circular stamp with a checkmark and the word "CERTIFIED" is visible. Below the stamp, the name "HARR" is handwritten. At the bottom, the date "DATE: 3-23-97" is handwritten.

ALSO;

**PARCEL D-3**

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

COMMENCE at the Northeast Corner of Section 32, Township 39 South, Range 20 East, Sarasota County Florida; thence S.00°30'20"W., along the East Line of said Section 32, a distance of 200.54 feet to a point on the Southerly Right of Way Line of U.S. Highway No.41 (State Road No. 45), per Florida Department of Transportation Right of Way Map, Section 17010-2508, same being a point on a curve to the left having a radius of 5603.58 feet, a central angle of 02°59'30", a chord bearing of N.81°54'15"W., and a chord length of 292.55 feet; thence along the arc of said curve and the Southerly Right of Way of said U.S. Highway No. 41, an arc length of 292.59 feet to the POINT OF BEGINNING, same being a point on the East Line of a 120 foot wide perpetual Non-Exclusive easement as recorded in Official Records Book 2785, Page 641, per Public Records of Sarasota County Florida; thence S.00°30'25"W., along the East Line of said 120 foot wide perpetual Non-Exclusive easement, a distance of 1315.78 feet to a point on the Northerly Line of Lands of Manatee Community College described in Official Records Book 1571, Page 2172, per Public Records of Sarasota County, Florida; thence S.89°29'35"E., along said Northerly Line of Manatee Community College a distance of 999.96 feet to a point on the West Line of a 200 foot wide Access Easement per Official Records Book 1571, Pages 2172 through 2175 and Official Records Book 2389, Pages 528 through 530 per Public Records of Sarasota County, Florida; thence N.00°30'25"E., along the West Line of said 200 foot Wide Access Easement, a distance of 1109.46 feet to a point on said Southerly Right of Way of U.S. Highway No.41, same being a point on a curve to the left having a radius of 5597.58 feet, a central angle of 04°30'38", a chord bearing of N.75°11'44"W., and a chord length of 440.55 feet; thence along the arc of said curve and said Southerly Right of Way an arc length of 440.66 feet to the end of said curve; thence N.12°32'57"E., a distance of 6.00 feet to the point of curvature of a curve to the left having a radius of 5603.58 feet, a central angle of 05°56'57", a chord bearing of N.80°25'31"W., and a chord length of 581.58 feet; thence along the arc of said curve an arc length of 581.84 feet to the POINT OF BEGINNING.

ALSO;

**PARCEL "E"**

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

COMMENCE at the Southwest Corner of Section 28, Township 39 South, Range 20 East; thence S.89°44'12"E., along the South Line of said Section 28, a distance of 884.85 feet to the POINT OF BEGINNING, same being a point on the Easterly Line of the Westerly 883.58 feet of Section 28, Township 39 South, Range 20 East; thence S.02°48'38"E., along said Easterly Line of the Westerly 883.58 feet, a distance of 227.61 feet to a point on the Northerly Right of Way Line of U.S. Highway No. 41, (State Road No. 45) per Florida Department of Transportation Right of Way Map, Section 17010-2508; thence EAST, a distance of 3489.12 feet to a point on the Westerly

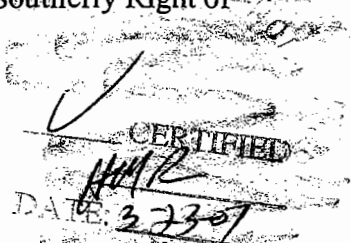
CERTIFIED  
DATE 3-23-07

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

A handwritten signature is written over a rectangular stamp. The stamp contains the word "CERTIFIED" in a bold, sans-serif font. Below "CERTIFIED", the word "DATE:" is printed, followed by the handwritten date "3-23-07".

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

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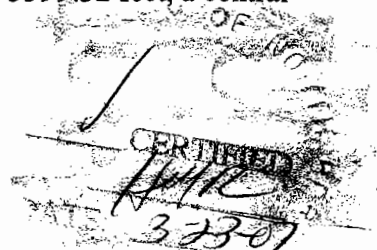
point on a curve to the left having a radius of 5791.58 feet, a central angle of  $03^{\circ}54'56''$ , a chord bearing of  $N.69^{\circ}36'26''W.$ , and a chord length of 395.72 feet; (10) thence along the arc of said curve an arc length of 395.79 feet to the end of said curve; thence  $N.90^{\circ}00'00''E.$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

AND ALSO;

**PARCEL "H"**

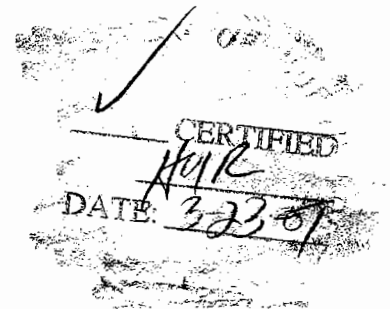
A portion of Sections 32, 33 and 34, Township 39 South, Range 20 East, Sarasota County, Florida, being more particularly described as follows:

BEGIN at the Southeast corner of Section 32, Township 39 South, Range 20 East; thence  $N.89^{\circ}04'43''W.$ , along the South line of said Section 32, a distance of 410.14 feet to the Southeast corner of the lands described in Official Records Book 2785 at Page 634, of the Public Records of Sarasota County, Florida; thence  $N.00^{\circ}30'25''E.$ , along the East line of said lands described in Official Records Book and Page, same being the West line of a 120.00 foot wide Perpetual Non-exclusive Easement per Official Records Book 2785 at Page 641, a distance of 1400.76 feet to a point on the westerly extension of the southerly boundary line of lands described in Official Records Book 1571 at Page 2172, of the Public Records of Sarasota County, Florida; thence along the westerly extension and boundary of said lands described in Official Records Book 1571, at Page 2172 the following two (2) courses: (1)  $S.89^{\circ}29'35''E.$ , a distance of 1960.21 feet; (2) thence  $N.00^{\circ}30'25''E.$ , a distance of 2062.70 feet to the Northeast corner of said lands; thence  $S.48^{\circ}24'50''E.$ , a distance of 2914.38 feet to the Southwest corner of lands described in Official Records Instrument 1998166154, of the Public Records Sarasota County, Florida; thence along the boundary of said lands described in Official Records Instrument 1998166154 the following three (3) courses: (1)  $S.89^{\circ}58'33''E.$ , a distance 676.50 feet; (2) thence  $N.00^{\circ}01'27''E.$ , a distance of 752.33 feet; (3) thence  $N.28^{\circ}06'22''E.$ , a distance of 362.06 feet to a point on the southerly right of way line of U.S. Highway No. 41, as per Florida Department of Transportation Right of Way Map, Section 17010-2508, said point being on a curve concave to the northeast and having a radius of 3011.73 feet, a central angle of  $14^{\circ}28'18''$ , a chord bearing of  $S.72^{\circ}07'12''E.$  and a chord distance of 758.67 feet; thence in an easterly direction, along the arc of said curve, an arc distance of 760.69 feet to a point on the West line of Section 34, Township 39 South, Range 20 East, Sarasota County, Florida; thence  $S.00^{\circ}16'02''W.$ , along the West line of said Section 34, and leaving said southerly right of way line, a distance of 379.82 feet; thence  $S.89^{\circ}37'27''E.$ , a distance of 1329.90 feet to a point on the westerly right of way line of County Road #777 (South River Road) as per Florida Department of Transportation Right of Way Map, Section 17550-2601; thence along said westerly right of way line, the following six (6) courses; (1)  $S.00^{\circ}07'30''W.$ , a distance of 5.48 feet; (2) thence  $S.89^{\circ}23'52''E.$ , a distance of 9.74 feet; (3) thence  $S.36^{\circ}39'07''E.$ , a distance of 64.18 feet to the point of curvature of a circular curve to the right, having a radius of 5599.32 feet, a central



angle of  $02^{\circ}00'54''$ , a chord bearing of  $S.35^{\circ}38'40''E.$  and a chord distance of 196.90 feet; (4) thence southeasterly, along the arc of said curve, an arc distance of 196.91 feet to the end of said curve; (5) thence  $N.55^{\circ}21'47''E.$ , radial to the last described curve, a distance of 20.00 feet to a point on a curve concentric with the last described curve and having a radius of 5619.32 feet, a central angle of  $15^{\circ}31'30''$ , a chord bearing of  $S.26^{\circ}52'28''E.$  and a chord distance of 1517.98 feet; (6) thence in a southerly direction along the arc of said curve, an arc distance of 1522.64 feet to the Northeast corner of lands described in Official Records Instrument 2000002794, of the Public Records Sarasota County, Florida; thence  $S.78^{\circ}41'04''W.$ , along the northerly line of said lands described in Official Records Instrument 2000002794, a distance of 2240.20 feet to the Southeast corner of Section 33, Township 39 South, Range 20 East, Sarasota County, Florida; thence  $N.89^{\circ}39'52''W.$ , along the South line of said Section 33, a distance of 5318.90 feet to the POINT OF BEGINNING.

Overall Parcel contains 8193.748 acres, more or less.



**EXHIBIT B**

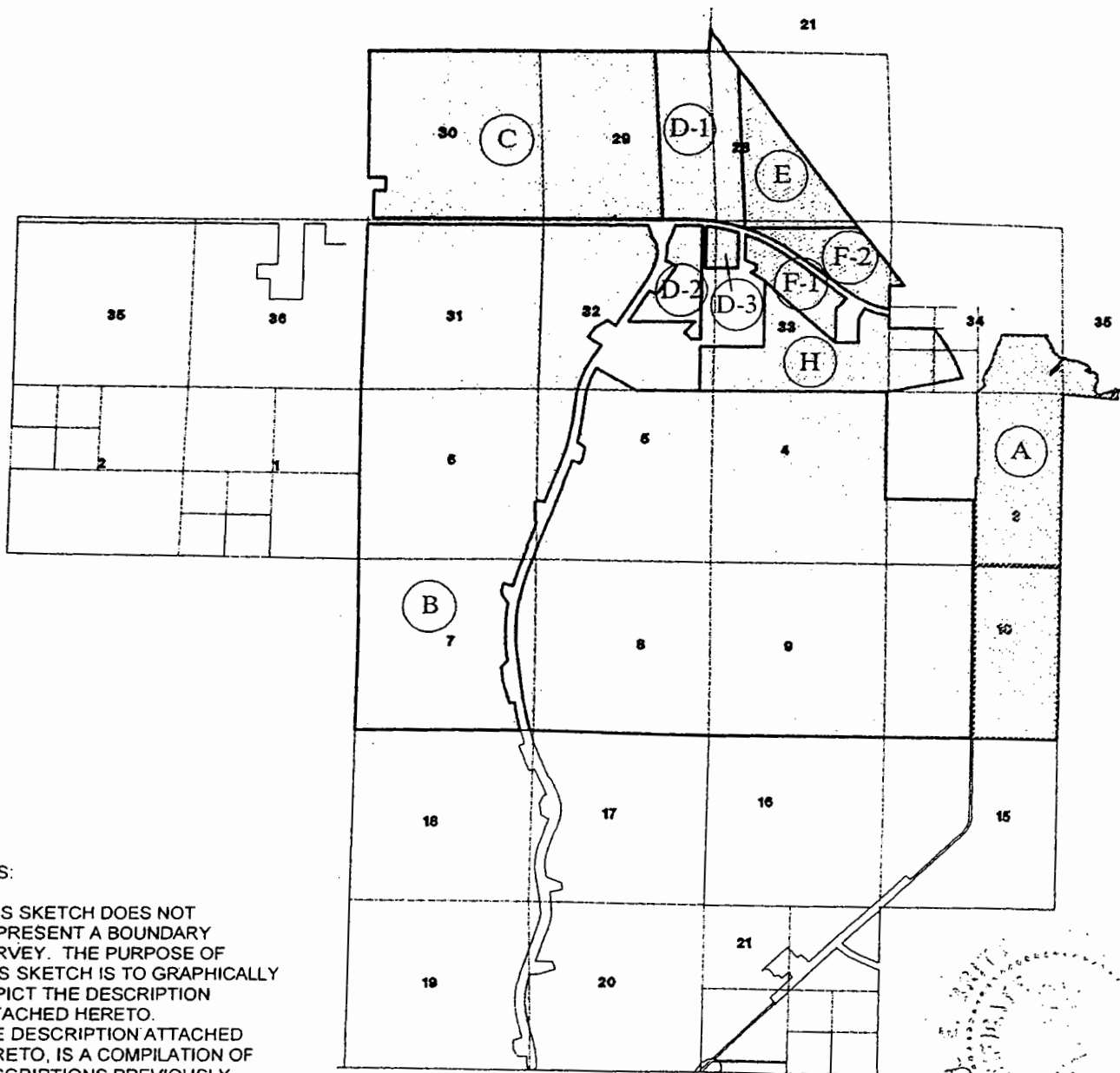
**Larger Tract ("Total Property")**

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HAR  
3-13-07

# WEST VILLAGES IMPROVEMENT DISTRICT UNIT 1 BOUNDARY

## KEY MAP

SCALE: 1" = 5000'



**NOTES:**

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

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

PREPARED FOR:

WEST VILLAGES IMPROVEMENT DISTRICT

DATE OF SKETCH: NOVEMBER 21, 2005

JOB NUMBER: 05-11-61



**BRITT SURVEYING, INC**

LAND SURVEYORS AND MAPPERS  
 CERTIFICATE OF AUTHORIZATION NO. L.B. 663E

606 Cypress Avenue Venice Florida 34285  
 Telephone: (941) 493-1396 Fax: (941) 484-5766  
 Email: bs@brittsurveying.com

CERTIFIED  
*MR*  
 DATE: 3/23/07

**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

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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)

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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

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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.

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ALSO;

**PARCEL D-3**

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

COMMENCE at the Northeast Corner of Section 32, Township 39 South, Range 20 East, Sarasota County Florida; thence S.00°30'20"W., along the East Line of said Section 32, a distance of 200.54 feet to a point on the Southerly Right of Way Line of U.S. Highway No.41 (State Road No. 45), per Florida Department of Transportation Right of Way Map, Section 17010-2508, same being a point on a curve to the left having a radius of 5603.58 feet, a central angle of 02°59'30", a chord bearing of N.81°54'15"W., and a chord length of 292.55 feet; thence along the arc of said curve and the Southerly Right of Way of said U.S. Highway No. 41, an arc length of 292.59 feet to the POINT OF BEGINNING, same being a point on the East Line of a 120 foot wide perpetual Non-Exclusive easement as recorded in Official Records Book 2785, Page 641, per Public Records of Sarasota County Florida; thence S.00°30'25"W., along the East Line of said 120 foot wide perpetual Non-Exclusive easement, a distance of 1315.78 feet to a point on the Northerly Line of Lands of Manatee Community College described in Official Records Book 1571, Page 2172, per Public Records of Sarasota County, Florida; thence S.89°29'35"E., along said Northerly Line of Manatee Community College a distance of 999.96 feet to a point on the West Line of a 200 foot wide Access Easement per Official Records Book 1571, Pages 2172 through 2175 and Official Records Book 2389, Pages 528 through 530 per Public Records of Sarasota County, Florida; thence N.00°30'25"E., along the West Line of said 200 foot Wide Access Easement, a distance of 1109.46 feet to a point on said Southerly Right of Way of U.S. Highway No.41, same being a point on a curve to the left having a radius of 5597.58 feet, a central angle of 04°30'38", a chord bearing of N.75°11'44"W., and a chord length of 440.55 feet; thence along the arc of said curve and said Southerly Right of Way an arc length of 440.66 feet to the end of said curve; thence N.12°32'57"E., a distance of 6.00 feet to the point of curvature of a curve to the left having a radius of 5603.58 feet, a central angle of 05°56'57", a chord bearing of N.80°25'31"W., and a chord length of 581.58 feet; thence along the arc of said curve an arc length of 581.84 feet to the POINT OF BEGINNING.

ALSO;

**PARCEL "E"**

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

COMMENCE at the Southwest Corner of Section 28, Township 39 South, Range 20 East; thence S.89°44'12"E., along the South Line of said Section 28, a distance of 884.85 feet to the POINT OF BEGINNING, same being a point on the Easterly Line of the Westerly 883.58 feet of Section 28, Township 39 South, Range 20 East; thence S.02°48'38"E., along said Easterly Line of the Westerly 883.58 feet, a distance of 227.61 feet to a point on the Northerly Right of Way Line of U.S. Highway No. 41, (State Road No. 45) per Florida Department of Transportation Right of Way Map, Section 17010-2508; thence EAST, a distance of 3489.12 feet to a point on the Westerly

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

ALSO;

#### PARCEL F-1

A Parcel of Land lying in Section 33, Township 39 South, Range 20 East, Sarasota County, Florida, being more particularly described as follows: COMMENCE at the East Quarter Corner of Section 33, Township 39 South, Range 20 East, Sarasota County Florida; thence S.00°16'02"W., along the East line of said Section 33, a distance of 289.08 feet to a point on the Southerly Right of Way Line of U.S. Highway No.41, (State Road No. 45), per Florida Department of Transportation Right of Way Map, Section 17010-2508, same being a point on a curve to the right having a radius of 3011.73 feet, a central angle of 24°58'49", a chord bearing of N.66°51'56"W., and a chord length of 1032.71 feet; thence along the arc of said curve and said Southerly Right of Way of U.S. No. 41, an arc length of 1313.08 feet to the point of tangency of said curve; thence N.54°22'31"W., along said Southerly Right of Way, a distance of 66.57 feet to the POINT OF BEGINNING, same being the Northwest corner of Lands described in Official Records Instrument #1998166153, per Public Records of Sarasota County, Florida; thence along the Westerly line of said Lands described in Official Records Instrument #1998166153 the following three (3) courses and distances: (1) S.35°37'26"W., a distance of 161.93 feet to the point of curvature of a curve to the right having a radius of 559.97 feet, a central angle of 29°49'56", a chord bearing of S.50°32'24"W., and a chord length of 288.28 feet; (2) thence along the arc of said curve an arc length of 291.56 feet to the end of said curve; (3) thence S.00°01'27"W., a distance of 1074.23 feet; thence N.48°24'50"W., leaving said Westerly Line, a distance of 2914.38 feet to the Northeast corner of Lands described as Manatee Community College per Official Records Book 1571, Page 2172, same being the point of curvature of a curve to the left having a radius of 4577.37 feet, a central angle of 06°20'23", a chord bearing of N.60°40'02"W., and a chord length of 506.22 feet; thence along the arc of said curve and Northerly Line of Lands described as Manatee Community College, an arc length of 506.48 feet to the end of said curve, same being the Southeast corner of lands described in Official Records Book 2389, Page 529, Public Records of Sarasota County, Florida; thence N.65°18'18"E., along the Easterly Line of said lands described in Official Records Book 2389, Page 529, a distance of 188.09 feet; thence continue N.00°00'19"W., along said Easterly Line, a distance of 144.96 feet to the Northeast corner of said Lands; thence N.65°21'46"W along the Northerly Line of said Lands, a distance of 400.68 feet to the Northwest corner of said Lands, same being a point on the Easterly Line of a 200 foot wide Access Easement per Official Records Book 1571, Pages 2172 through 2175 and Official Records Book 2389, Pages 528 through 530, Public Records of Sarasota County, Florida; thence N.00°30'25"E., along the Easterly Line of said 200 foot wide Access Easement, a distance of 786.89 feet to the Southerly Right of Way of U.S. No. 41, (State Road No. 45), same being a point on a curve to the right having a radius of 5597.58 feet, a central angle of 03°08'33", a chord bearing of S.69°13'16"E., and a chord length of 306.97 feet; thence along the arc of said curve an arc length of 307.01 feet to the end of said curve; thence continue along said Southerly Right of

Way Line the following fourteen (14) courses and distances: (1) S.22°19'13"W., a distance of 10.00 feet to a point on a curve to the right having a radius of 5587.58 feet, a central angle of 00°45'15", a chord bearing of S.67°16'21"E., and a chord length of 73.55 feet; (2) thence along the arc of said curve an arc length of 73.55 feet to the end of said curve; (3) thence N.23°06'16"E., a distance of 10.00 feet to a point on a curve to the right having a radius of 5597.58 feet, a central angle of 08°17'44", a chord bearing of S.62°44'52"E., and a chord length of 809.74 feet; (4) thence along the arc of said curve an arc length of 810.45 feet to the end of said curve; (5) thence S.31°08'57"W., a distance of 10.00 feet to a point on a curve to the right having a radius of 5587.58 feet, a central angle of 00°45'12", a chord bearing of S.58°13'22"E., and a chord length of 73.47 feet; (6) thence along the arc of said curve an arc length of 73.47 feet to the end of said curve; (7) thence N.32°24'25"E., a distance of 10.00 feet to a point on a curve to the right having a radius of 5597.58 feet, a central angle of 03°28'13", a chord bearing of S.56°06'38"E., and a chord length of 338.98 feet; (8) thence along the arc of said curve an arc length of 339.03 feet to the end of said curve; (9) thence S.56°35'34"E., a distance of 155.08 feet; (10) thence S.54°22'31"E., a distance of 1102.52 feet; (11) thence S.51°00'40"E., a distance of 101.66 feet; (12) thence S.54°20'43"E., a distance of 199.02 feet; (13) thence S.48°43'03"E., a distance of 100.71 feet; (14) thence S.54°22'31"E., a distance of 447.75 feet to the POINT OF BEGINNING.

ALSO;

#### PARCEL F-2

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

BEGIN at the East Quarter Corner of Section 33, Township 39 South, Range 20 East, Sarasota County Florida; thence S.00°16'02"W., along the East line of said Section 33, a distance of 81.44 feet to a point on the Northerly Right of Way Line of U.S. Highway No.41,(State Road No. 45), per Florida Department of Transportation Right of Way Map, Section 17010-2508, same being a point on a curve to the right having a radius of 2807.73 feet, a central angle of 24°13'02", a chord bearing of N.66°29'02"W., and a chord length of 1177.92 feet; thence along the arc of said curve and said Northerly Right of Way Line of U.S. Highway No.41, an arc length of 1186.74 feet to the point of tangency of said curve; thence continue along said Northerly Right of Way Line of U.S. Highway No. 41, the following Ten (10) courses and distances: (1) N.54°22'31"W., a distance of 2172.53 feet to the point of curvature of a curve to the left having a radius of 5791.58 feet, a central angle of 03°43'16", a chord bearing of N.56°14'10"W., and a chord length of 376.08 feet; (2) thence along the arc of said curve an arc length of 376.14 feet to the end of said curve; (3) thence N.31°53'06"E., a distance of 16.00 feet to a point on a curve to the left having a radius of 5807.58 feet, a central angle of 00°30'09", a chord bearing of N.58°20'53"W., and a chord length of 50.95 feet; (4) thence along the arc of said curve an arc length of 50.95 feet to the end of said curve; (5) thence S.31°21'44"W., a distance of 16.00 feet to a point on a curve to the left having a radius of 5791.58 feet, a central angle of 08°17'48", a chord bearing of N.62°44'51"W., and a chord length of 837.92 feet; (6) thence along the arc of said curve an arc length of 838.65 feet to the end of said curve; (7) thence N.23°06'15"E., a distance of 16.00 feet to a point on a curve to the left having a radius of 5807.58 feet, a central angle of 00°45'12", a chord bearing of N.67°16'21"W., and a chord length of 76.37 feet; (8) thence along the arc of said curve an arc length of 76.37 feet to the end of said curve; (9) thence S.22°21'03"W., a distance of 16.00 feet to a

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

AND ALSO;

**PARCEL "H"**

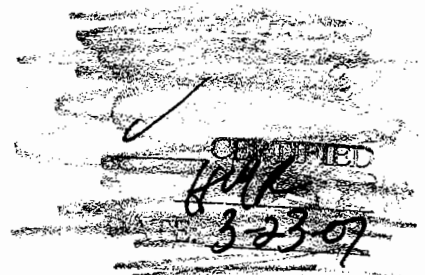
A portion of Sections 32, 33 and 34, Township 39 South, Range 20 East, Sarasota County, Florida, being more particularly described as follows:

BEGIN at the Southeast corner of Section 32, Township 39 South, Range 20 East; thence  $N.89^{\circ}04'43''W.$ , along the South line of said Section 32, a distance of 410.14 feet to the Southeast corner of the lands described in Official Records Book 2785 at Page 634, of the Public Records of Sarasota County, Florida; thence  $N.00^{\circ}30'25''E.$ , along the East line of said lands described in Official Records Book and Page, same being the West line of a 120.00 foot wide Perpetual Non-exclusive Easement per Official Records Book 2785 at Page 641, a distance of 1400.76 feet to a point on the westerly extension of the southerly boundary line of lands described in Official Records Book 1571 at Page 2172, of the Public Records of Sarasota County, Florida; thence along the westerly extension and boundary of said lands described in Official Records Book 1571, at Page 2172 the following two (2) courses: (1)  $S.89^{\circ}29'35''E.$ , a distance of 1960.21 feet; (2) thence  $N.00^{\circ}30'25''E.$ , a distance of 2062.70 feet to the Northeast corner of said lands; thence  $S.48^{\circ}24'50''E.$ , a distance of 2914.38 feet to the Southwest corner of lands described in Official Records Instrument 1998166154, of the Public Records Sarasota County, Florida; thence along the boundary of said lands described in Official Records Instrument 1998166154 the following three (3) courses: (1)  $S.89^{\circ}58'33''E.$ , a distance 676.50 feet; (2) thence  $N.00^{\circ}01'27''E.$ , a distance of 752.33 feet; (3) thence  $N.28^{\circ}06'22''E.$ , a distance of 362.06 feet to a point on the southerly right of way line of U.S. Highway No. 41, as per Florida Department of Transportation Right of Way Map, Section 17010-2508, said point being on a curve concave to the northeast and having a radius of 3011.73 feet, a central angle of  $14^{\circ}28'18''$ , a chord bearing of  $S.72^{\circ}07'12''E.$  and a chord distance of 758.67 feet; thence in an easterly direction, along the arc of said curve, an arc distance of 760.69 feet to a point on the West line of Section 34, Township 39 South, Range 20 East, Sarasota County, Florida; thence  $S.00^{\circ}16'02''W.$ , along the West line of said Section 34, and leaving said southerly right of way line, a distance of 379.82 feet; thence  $S.89^{\circ}37'27''E.$ , a distance of 1329.90 feet to a point on the westerly right of way line of County Road #777 (South River Road) as per Florida Department of Transportation Right of Way Map, Section 17550-2601; thence along said westerly right of way line, the following six (6) courses; (1)  $S.00^{\circ}07'30''W.$ , a distance of 5.48 feet; (2) thence  $S.89^{\circ}23'52''E.$ , a distance of 9.74 feet; (3) thence  $S.36^{\circ}39'07''E.$ , a distance of 64.18 feet to the point of curvature of a circular curve to the right, having a radius of 5599.32 feet, a central

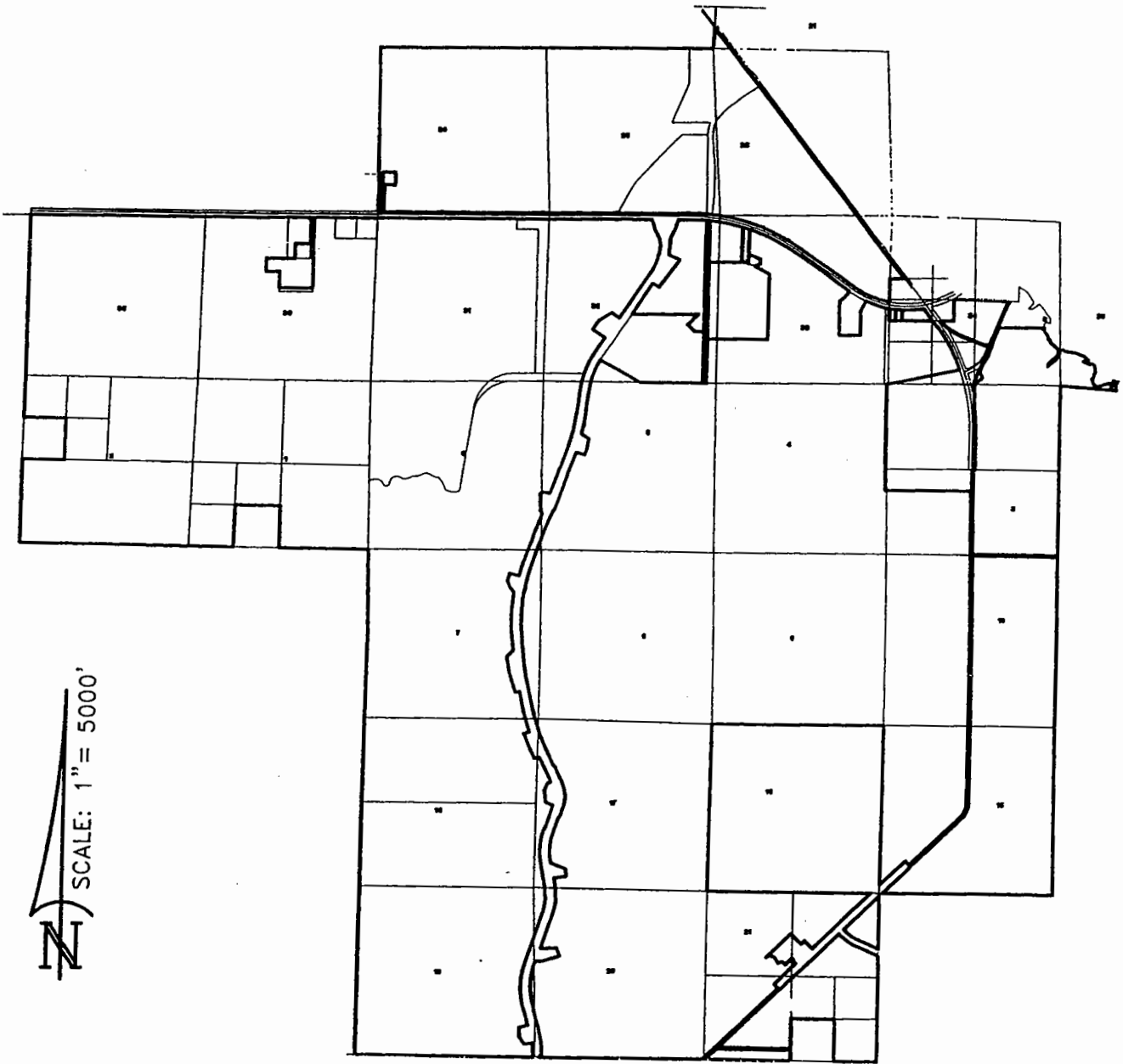
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angle of  $02^{\circ}00'54''$ , a chord bearing of  $S.35^{\circ}38'40''E.$  and a chord distance of 196.90 feet; (4) thence southeasterly, along the arc of said curve, an arc distance of 196.91 feet to the end of said curve; (5) thence  $N.55^{\circ}21'47''E.$ , 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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Sketch showing lands in Section 34, Township 39 South, Range 20 East;  
and Sections 15, 17, 18, 19, 20, and 21, Township 40 South, Range 20 East,  
Sarasota County, Florida.



### WEST VILLAGES IMPROVEMENT DISTRICT EXPANSION AREA

PREPARED FOR:

WEST VILLAGES IMPROVEMENT DISTRICT

DATE: OCTOBER 7, 2005

JOB NUMBER: 05-02-30



**BRITT SURVEYING, INC.**

LAND SURVEYORS AND MAPPERS  
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638

606 Cypress Avenue Venice Florida 34285  
Telephone: (941) 493-1396 Fax: (941) 484-5766

Email: [bsi@brittsurveying.com](mailto:bsi@brittsurveying.com)

CERTIFIED

*[Handwritten signature]*  
3-23-07

**DESCRIPTION:**

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

All that part of Section 32, described as follows:

Commence at the Northeast corner of said Section 32; thence S.00°30'23"W., along the easterly line of the Northeast 1/4 of said Section 32, a distance of 2658.68 feet to the southeast corner of said Northeast 1/4; thence N.89°23'27"W. a distance of 290.00 feet to the POINT OF BEGINNING; thence N.00°30'23"E., parallel with the easterly line of said Section 32, a distance of 2497.34 feet to the southerly right-of-way of U.S. Highway 41, being a point on a curve to the left the center of which lies S.06°30'20"W., a radial distance of 5603.58 feet; thence along the arc in a westerly direction, passing through a central angle of 01°13'57", a distance of 120.53 feet; thence S.00°30'23"W., a distance of 5165.77 feet; thence S.89°05'08"E., a distance of 120.00 feet; thence N.00°30'23"E., a distance of 2657.98 feet to the POINT OF BEGINNING.

All that part of Section 33, described as follows:

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

All That part of Section 34 described as follows:

The North Half of the Northwest Quarter of the Southwest Quarter lying South of U.S. Highway #41 (State Road #45) and West of the right of way of County Road #777 (as realigned) in Official Records Book 2679 at Pages 2750-2574, LESS the following described lands:

East 200' (as measured along the South Right-of-Way of Tamiami Train, or arc distance) of the West 392.7 feet measured along the South Right-of-Way of said Tamiami Trail, arc distance; on the following described property: That portion of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 34, Township 39 South, Range 20 East, Sarasota County, Florida, lying South of Tamiami Trail and being more particularly described as follows: Begin at the West 1/4 of section corner of Section 34, Township 39 South, Range 20 East

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and run South on the section line 196.71 feet to the South Right-of-Way line of the Tamiami Trail for a Point of Beginning; thence continue South 472.14 feet; thence S.89°58'00"E 659.8 feet; thence N.00°00'20"W 424.57 feet to the South Right-of-Way of the said Tamiami Trail; thence in a Northwesterly direction along the curve of said Tamiami Trail a distance of 662.5 feet to the Point of Beginning.

Said above described lands being more particularly described and surveyed as follows:

Commence at the West Quarter Corner of said Section 34, thence South along the Westerly section line of said Section 34, a distance of 668.85 feet; thence S.89°58'00"E. a distance of 190.40 feet to the Point of Beginning of this description. Thence N.00°00'00"E. a distance of 350.24 feet to a point on the Southerly Right-of-Way line of Tamiami Trail also know as STATE ROAD No. 45. and U.S. 41 as per Florida Department of Transportation Right-of-Way maps Section No. 17010-2508 (204' Right-of-Way) said point also being on the arc of a circular curve to the left whose radius point bears N.06°36'51"E., thence along the arc of said curve in an easterly direction through a central angle of 03°48'13", having a radius distance of 3011.73 feet, an arc distance of 199.93 feet; thence South leaving said Right-of-Way line a distance of 333.93 feet; thence N.89°58'00"W. a distance of 199.22 feet to the Point of Beginning.

The NE 1/4 of the SW 1/4, lying easterly of right of way for County Road #777 (as realigned) as per Official Records Book 2679, at Pages 2750-2754, Less the NW 1/4 of the NE 1/4 of the SW 1/4, Also Less lands described in Official Records Instrument Number 1999111833;

That part of the West Half of the SE 1/4, lying westerly of maintained right of way for Playmore Road, and northerly of lands described in Official Records Instrument Number 1999111833.

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

All of Section 15, less and except the following:

The maintained right-of-way for County Road # 777 (South River Road);  
Right-of-way conveyed in Official Records Instrument Number 2000163556.

All of Section 17, less and except the following:



Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Page 811-974, of the Public Records of Sarasota County, Florida.

All of Section 18, less and except the following:

Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Page 811-974, of the Public Records of Sarasota County, Florida.

All of Section 19, less and except the following:

Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Pages 811-974, of the Public Records of Sarasota County, Florida.

All of Section 20, less and except the following:

Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Pages 811-974, of the Public Records of Sarasota County, Florida;

Maintained right-of-way for County Road # 777 (South River Road).

All of Section 21, less and except the following:

Maintained right-of-way for County Road # 777 (South River Road);

The SW 1/4 of the SE 1/4;

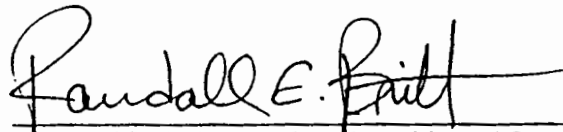
The North 50 feet of the South 380 feet of the SW 1/4 lying East of County Road # 777 (South River Road);

Right-of-way conveyed in Official Record Book 2097, Page 396, of the Public Records of Sarasota County, Florida;

Right-of-way conveyed in Official Records Instrument Number 2000163556.

Parcel Contains 3759.6202 Acres more or less.

Date: October 14, 2006



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

✓  
CERTIFIED  
DATE: 3-23-07

# SKETCH AND DESCRIPTION

SHEET 1 OF 2

## PARCEL 5

### DESCRIPTION: (AS FURNISHED)

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

AND

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

A part of the Northeast 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 34, Township 39 South, Range 20 East, described as follows:

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

LESS that real property described as:

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

Begin at the intersection of the East existing right-of-way line of County Road 777, (River Road) (per Project 17060-2502) and the South existing right-of-way line of U.S. 41 (State road 45/Tamiami Trail) (per project 17010-2508) and the beginning of a curve concave Northerly; thence along said South existing right-of-way line on the arc of said curve having a radius of 3031.73 feet, a central angle of 01°34'27", an arc length of 83.29 feet, the chord for which bears N.75°41'59"E. to the end of said curve; thence S.46°02'32"W., 51.43 feet; thence S.36°40'52"E., 92.00 feet; thence S.42°00'48"E. 150.65 feet; thence S.36°40'52"E. 148.51 feet; to the beginning of a curve concave Southwesterly; thence along the arc of said curve having a radius of 5829.58 feet, a central angle of 01°04'50" an arc length of 109.35 feet, the chord for which bears S.36°08'26"E. of the South line of the Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 34 and the end of said curve; thence along said line N.89°25'37"W., 47.56 feet to the east maintained right-of-way line of said County Road 777; thence along said maintained right-of-way line the following three courses, N.35°44'19"W., 27.70 feet; N.32°22'22"W., 178.74 feet; N.42°09'34"W., 157.11 feet to the end of said courses and to the East existing right-of-way line N.36°40'52"W., 147.48 feet to the Point of Beginning, as per Florida Department of Transportation right-of-way map for county Road 777 (River Road).

  
Randall E. Britt, Professional Land Surveyor

Florida Certification Number 3979

Note: Not Void Unless Imprinted With Embossed Land Surveyor's Seal

**"NOT A BOUNDARY SURVEY"**  
SEE SHEET 2 OF 2 FOR SKETCH

PREPARED FOR:  
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: 9/8/2006

JOB NUMBER: 06-09-08 PAR 1



**BRITT SURVEYING, INC.**

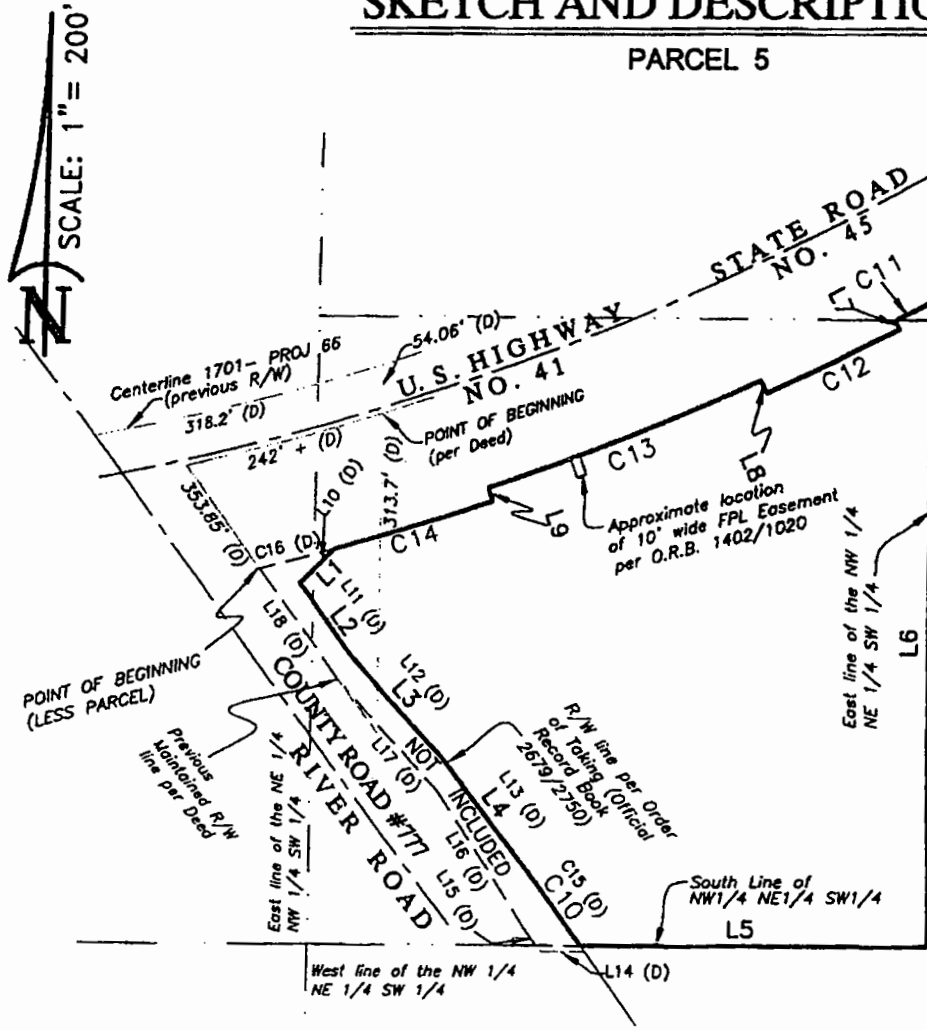
LAND SURVEYORS AND MAPPERS  
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638  
606 Cypress Avenue Venice Florida 34285  
Telephone: (941) 493-1398 Fax: (941) 484-5766  
Email: [bei@brittsurveying.com](mailto:bei@brittsurveying.com)

CERTIFIED

DATE: 3-28-07

# SKETCH AND DESCRIPTION

## PARCEL 5



LINE TABLE

LINE	BEARING	DISTANCE
L1	S 46°02'43" W	51.44'
L2	S 36°39'19" E	92.00'
L3	S 41°59'15" E	150.65'
L4	S 36°39'19" E	148.51'
L5	S 89°37'27" E	368.44'
L6	N 00°02'47" E	667.75'
L7	S 27°17'38" E	10.00'
L8	N 24°19'55" W	15.00'
L9	S 18°24'33" E	15.00'
L10	S 46°02'32" W	51.43'
L11	S 36°40'52" E	92.00'
L12	S 42°00'48" E	150.65'
L13	S 36°40'52" E	148.51'
L14	N 89°25'37" W	47.56'
L15	N 35°44'19" W	27.70'
L16	N 32°22'22" W	178.74'
L17	N 42°09'34" W	157.11'
L18	N 36°40'52" W	147.48'

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C10	5159.48'	101.37'	101.37'	S 36°07'39" E	01°07'33"
C11	3021.73'	44.17'	44.17'	N 62°17'14" E	00°50'15"
C12	3031.73'	156.73'	156.71'	S 64°11'13" W	02°57'43"
C13	3016.73'	311.85'	311.71'	S 68°37'46" W	05°55'22"
C14	3031.73'	176.29'	176.26'	S 73°15'24" W	03°19'54"
C15	5829.58'	109.35'	109.35'	S 36°08'26" E	01°04'50"
C16	3031.73'	83.29'	83.29'	N 75°41'59" E	01°34'27"

**NOTES:**

1. This sketch does not represent a Boundary Survey. The purpose of this sketch is to graphically depict the description shown on Sheet 1.
2. The description shown hereon per Official Records Book 1402, Page 1020.
3. Bearings shown hereon refer to the Easterly Right of Way Line of West River Road a bearing of N.36° 47'47"W.

"NOT A BOUNDARY SURVEY"  
SEE SHEET 1 OF 2 FOR DESCRIPTION

PREPARED FOR:  
FOURTH QUARTER PROPERTIES XXXII, LLC

DATE: 9/8/2006  
JOB NUMBER: 06-09-08 PAR 1



### BRITT SURVEYING, INC.

LAND SURVEYORS AND MAPPERS  
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638  
606 Cypress Avenue Venice Florida 34285  
Telephone: (841) 483-1396 Fax: (841) 484-5766  
Email: bsl@brittsurveying.com

CERTIFIED  
DATE: 9-23-07

**EXHIBIT C**

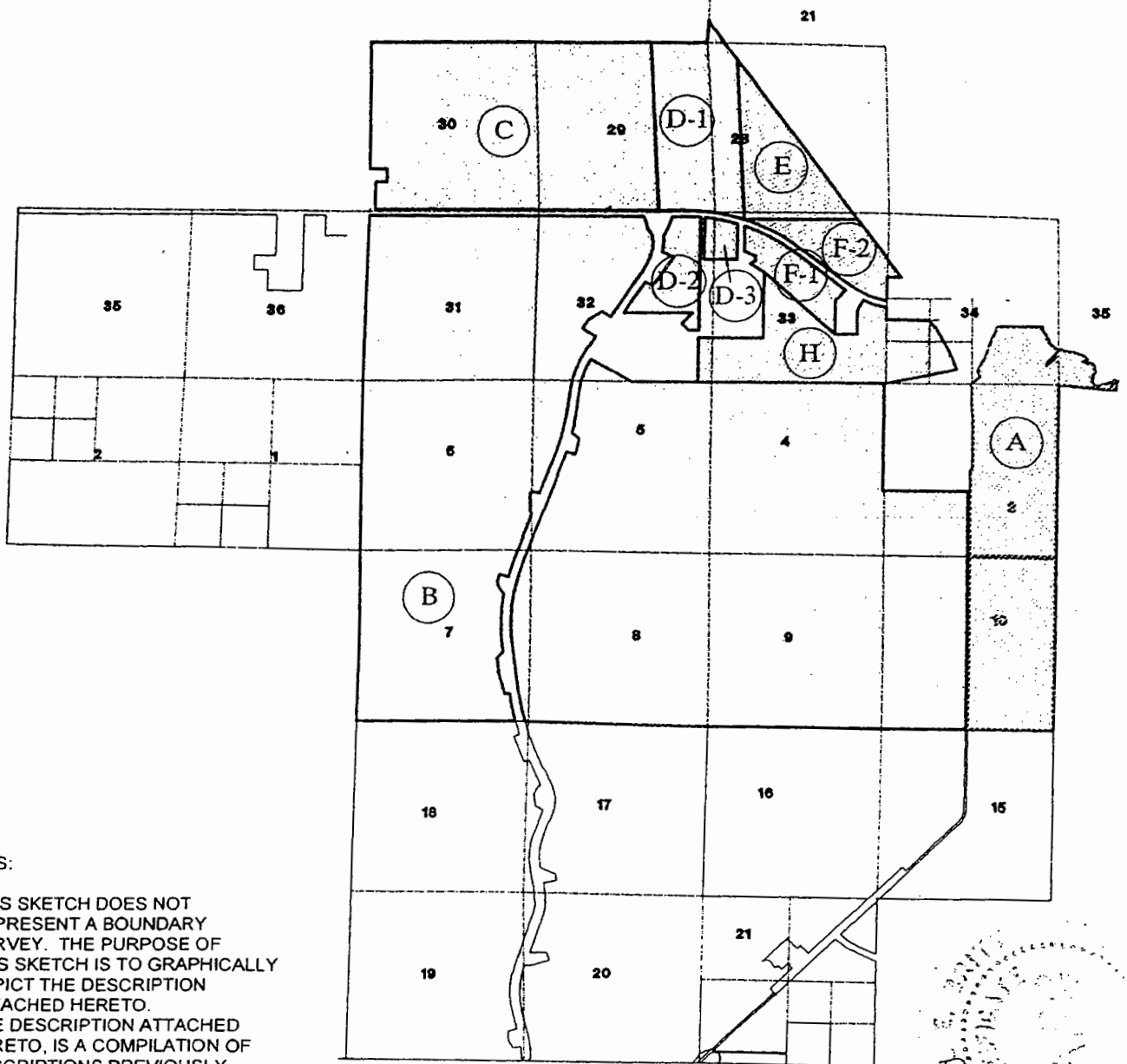
**The District Boundaries**

*[Handwritten signature]*  
CERTIFIED  
*[Handwritten initials]*  
DATE: 3-23-07

# WEST VILLAGES IMPROVEMENT DISTRICT UNIT 1 BOUNDARY

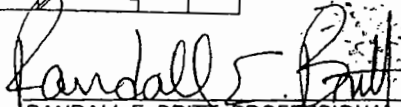
## KEY MAP

SCALE: 1" = 500'



**NOTES:**


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

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

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



**BRITT SURVEYING, INC**  
 LAND SURVEYORS AND MAPPERS  
 CERTIFICATE OF AUTHORIZATION NO. L.B. 6631  
 606 Cypress Avenue Venice Florida 34285  
 Telephone (941) 493-1396 Fax (941) 484-5765  
 Email: bs@brittsurveying.com

CERTIFIED  
  
 DATE: 3/23/07

**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

CERTIFIED  
DATE 3-23-07

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

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

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

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

All of Section 4, Less and except the following:

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

All of Section 5, less and except the following:

Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Page 811-974, of the Public Records of Sarasota County, Florida.

All of Section 6, less and except the following:

Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Page 811-974, of the Public Records of Sarasota County, Florida.

All of Section 7, less and except the following:

Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Page 811-974, of the Public Records of Sarasota County, Florida.

All of Section 8.

All of Section 9.

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



ALSO;

**PARCEL "C"**

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

All of Section 29, less and except the following:

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

All of Section 30, less and except the following:

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

That portion conveyed to Florida Power and Light Company consisting of approximately 4.66 acres in the SW1/4 as described in Official Record Book 1036, Page 802, Public Records of Sarasota County, Florida;

That portion lying West of lands described in Official Record Book 1036, Page 802, South of the westerly extension of the North line of said lands described in Official Records Book 1036, Page 802, and North of the northerly Right-of-way line of U.S. Highway #41.

ALSO;

**PARCEL D-1**

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

BEGIN at the Northeast Corner of Section 29, Township 39 South, Range 20 East, Sarasota County, Florida; thence N.03°31'33"E., a distance of 648.44 feet to a point on the Southwesterly Right of Way Line of West River Road, (County Road #777) per Florida Department of Transportation Right of Way Map, Section 17502- 2902, Road Plat Book 2, Page 44; thence along said Southwesterly Right of Way Line of West River Road the following Five (5) courses and distances: (1) S.33°54'28"E., a distance of 130.46 feet; (2) thence S.36°46'13"E., a distance of 100.00 feet; (3) thence S.39°37'57"E., a distance of 200.25 feet; (4) thence S.36°46'13"E., a distance of 392.99 feet; (5) thence S.36°46'13"E., a distance of 625.17 feet to a point on the Easterly line of the Westerly 883.58 feet of Section 28, Township 39 South, Range 20 East, Sarasota County, Florida; thence S.02°48'38"E., along the Easterly Line of the Westerly 883.58 feet of said Section 29, and its southerly extension, a distance of 5003.37 feet to a point on the Northerly Right of Way Line of U.S. Highway No. 41, (State Road No. 45) per Florida Department of Transportation Right of Way Map, Section 17010-2508, same being a point on a curve to the left having a radius of 5791.58 feet, a central angle of 18°04'29", a chord bearing of N.80°36'08"W., and a chord length of 1819.46 feet; thence along the arc of said curve an arc length of 1827.03 feet to the end of said curve; thence continue along said Northerly Right of Way Line of U.S. Highway No. 41 following four (4) courses and distances: (1) N.67°02'13"W., a distance of 40.90 feet; (2) thence N.89°30'05"W., a distance of 50.02 feet; (3) thence S.72°44'31"W., a distance of 52.35 feet; (4) thence N.89°38'31"W., a distance of 639.57 feet to a

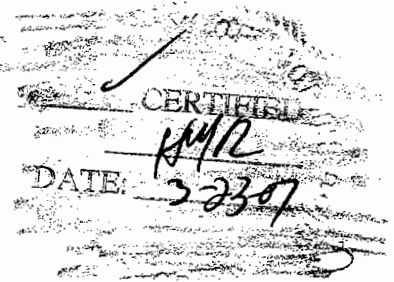
point on the Westerly Line of the Easterly 1670.80 feet of Section 29, Township 39 South, Range 20 East, Sarasota County, Florida; thence N.02°48'38"W., along the Westerly Line of the Easterly 1670.80 feet of said Section 29, a distance of 5223.69 feet to a point on the North Line of said Section 29,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

ALSO;

#### PARCEL D-2

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

COMMENCE at the Northeast Corner of Section 32, Township 39 South, Range 20 East, Sarasota County Florida; thence S.00°30'20"W. along the East Line of said Section 32 a distance of 200.54 feet to a point on the Southerly Right of Way Line of U.S. Highway No.41, (State Road No. 45) per Florida Department of Transportation Right of Way Map, Section 17010-2508, same being a point on a curve to the left having a radius of 5603.58 feet, a central angle of 04°13'27", a chord bearing of N.82°31'13"W., and a chord length of 413.04 feet; thence along the arc of said curve and said Southerly Right of Way of U.S. No. 41, an arc length of 413.13 feet to the POINT OF BEGINNING, same being a point on the West Line of a 120 foot wide perpetual Non-Exclusive easement as recorded in Official Records Book 2785, Page 641, per Public Records of Sarasota County Florida; thence S.00°30'25"W., along said West Line of said 120 foot wide perpetual Non-Exclusive easement, a distance of 3533.90 feet to a point on the Northerly Line of Lands described in Official Records Book 2785, Page 634; thence along said Northerly Line the following four (4) courses and distances: (1) N.89°29'35"W., a distance of 290.64 feet; (2) thence N.44°41'43"W., a distance of 293.63 feet; (3) thence N.43°18'10"E., a distance of 463.97 feet; (4) thence N.89°29'35"W., a distance of 2052.16 feet to a point on the Easterly Line of Pine Street, (Not Open) as shown on the Sarasota County Right of Way Map, prepared by Harry W. Marlow, P.L.S.; thence Northerly along the Easterly Line of said Pine Street the following eight (8) courses and distances: (1) N.33°51'40"E a distance of 1151.27 feet; (2) thence S.61°33'22"E., a distance of 233.04 feet; (3) thence N.35°54'33"E., a distance of 1060.63 feet; (4) thence N.64°10'57"W., a distance of 392.56 feet to the point of curvature of a curve to the left having a radius of 2069.86 feet, a central angle of 12°00'14", a chord bearing of N.06°00'06"E., and a chord length of 432.86 feet; (5) thence along the arc of said curve an arc length of 433.65 feet to the end of said curve; (6) thence N.00°00'00"E., a distance of 65.87 feet; (7) thence N.26°09'49"E., a distance of 306.39 feet; (8) thence N.17°29'15"E., a distance of 342.67 feet to a point on the Southerly Right of Way of said U.S. Highway No.41; thence S.89°41'04"E., along said Southerly Right of way a distance of 843.04 feet to the point of curvature of a curve to the right having a radius of 5603.58 feet, a central angle of 00°12'52", a chord bearing of S.84°44'23"E., and a chord length of 20.96 feet; thence along the arc of said curve an arc length of 20.96 feet to the POINT OF BEGINNING.



ALSO;

**PARCEL D-3**

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

COMMENCE at the Northeast Corner of Section 32, Township 39 South, Range 20 East, Sarasota County Florida; thence S.00°30'20"W., along the East Line of said Section 32, a distance of 200.54 feet to a point on the Southerly Right of Way Line of U.S. Highway No.41 (State Road No. 45), per Florida Department of Transportation Right of Way Map, Section 17010-2508, same being a point on a curve to the left having a radius of 5603.58 feet, a central angle of 02°59'30", a chord bearing of N.81°54'15"W., and a chord length of 292.55 feet; thence along the arc of said curve and the Southerly Right of Way of said U.S. Highway No. 41, an arc length of 292.59 feet to the POINT OF BEGINNING, same being a point on the East Line of a 120 foot wide perpetual Non-Exclusive easement as recorded in Official Records Book 2785, Page 641, per Public Records of Sarasota County Florida; thence S.00°30'25"W., along the East Line of said 120 foot wide perpetual Non-Exclusive easement, a distance of 1315.78 feet to a point on the Northerly Line of Lands of Manatee Community College described in Official Records Book 1571, Page 2172, per Public Records of Sarasota County, Florida; thence S.89°29'35"E., along said Northerly Line of Manatee Community College a distance of 999.96 feet to a point on the West Line of a 200 foot wide Access Easement per Official Records Book 1571, Pages 2172 through 2175 and Official Records Book 2389, Pages 528 through 530 per Public Records of Sarasota County, Florida; thence N.00°30'25"E., along the West Line of said 200 foot Wide Access Easement, a distance of 1109.46 feet to a point on said Southerly Right of Way of U.S. Highway No.41, same being a point on a curve to the left having a radius of 5597.58 feet, a central angle of 04°30'38", a chord bearing of N.75°11'44"W., and a chord length of 440.55 feet; thence along the arc of said curve and said Southerly Right of Way an arc length of 440.66 feet to the end of said curve; thence N.12°32'57"E., a distance of 6.00 feet to the point of curvature of a curve to the left having a radius of 5603.58 feet, a central angle of 05°56'57", a chord bearing of N.80°25'31"W., and a chord length of 581.58 feet; thence along the arc of said curve an arc length of 581.84 feet to the POINT OF BEGINNING.

ALSO;

**PARCEL "E"**

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

COMMENCE at the Southwest Corner of Section 28, Township 39 South, Range 20 East; thence S.89°44'12"E., along the South Line of said Section 28, a distance of 884.85 feet to the POINT OF BEGINNING, same being a point on the Easterly Line of the Westerly 883.58 feet of Section 28, Township 39 South, Range 20 East; thence S.02°48'38"E., along said Easterly Line of the Westerly 883.58 feet, a distance of 227.61 feet to a point on the Northerly Right of Way Line of U.S. Highway No. 41, (State Road No. 45) per Florida Department of Transportation Right of Way Map, Section 17010-2508; thence EAST, a distance of 3489.12 feet to a point on the Westerly

CERTIFIED  
HML  
DATE 3-23-07

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

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Way Line the following fourteen (14) courses and distances: (1) S.22°19'13"W., a distance of 10.00 feet to a point on a curve to the right having a radius of 5587.58 feet, a central angle of 00°45'15", a chord bearing of S.67°16'21"E., and a chord length of 73.55 feet; (2) thence along the arc of said curve an arc length of 73.55 feet to the end of said curve; (3) thence N.23°06'16"E., a distance of 10.00 feet to a point on a curve to the right having a radius of 5597.58 feet, a central angle of 08°17'44", a chord bearing of S.62°44'52"E., and a chord length of 809.74 feet; (4) thence along the arc of said curve an arc length of 810.45 feet to the end of said curve; (5) thence S.31°08'57"W., a distance of 10.00 feet to a point on a curve to the right having a radius of 5587.58 feet, a central angle of 00°45'12", a chord bearing of S.58°13'22"E., and a chord length of 73.47 feet; (6) thence along the arc of said curve an arc length of 73.47 feet to the end of said curve; (7) thence N.32°24'25"E., a distance of 10.00 feet to a point on a curve to the right having a radius of 5597.58 feet, a central angle of 03°28'13", a chord bearing of S.56°06'38"E., and a chord length of 338.98 feet; (8) thence along the arc of said curve an arc length of 339.03 feet to the end of said curve; (9) thence S.56°35'34"E.; a distance of 155.08 feet; (10) thence S.54°22'31"E., a distance of 1102.52 feet; (11) thence S.51°00'40"E., a distance of 101.66 feet; (12) thence S.54°20'43"E., a distance of 199.02 feet; (13) thence S.48°43'03"E., a distance of 100.71 feet; (14) thence S.54°22'31"E., a distance of 447.75 feet to the POINT OF BEGINNING.

ALSO;

#### PARCEL F-2

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

BEGIN at the East Quarter Corner of Section 33, Township 39 South, Range 20 East, Sarasota County Florida; thence S.00°16'02"W., along the East line of said Section 33, a distance of 81.44 feet to a point on the Northerly Right of Way Line of U.S. Highway No.41,(State Road No. 45), per Florida Department of Transportation Right of Way Map, Section 17010-2508, same being a point on a curve to the right having a radius of 2807.73 feet, a central angle of 24°13'02", a chord bearing of N.66°29'02"W., and a chord length of 1177.92 feet; thence along the arc of said curve and said Northerly Right of Way Line of U.S. Highway No.41, an arc length of 1186.74 feet to the point of tangency of said curve; thence continue along said Northerly Right of Way Line of U.S. Highway No. 41, the following Ten (10) courses and distances: (1) N.54°22'31"W., a distance of 2172.53 feet to the point of curvature of a curve to the left having a radius of 5791.58 feet, a central angle of 03°43'16", a chord bearing of N.56°14'10"W., and a chord length of 376.08 feet; (2) thence along the arc of said curve an arc length of 376.14 feet to the end of said curve; (3) thence N.31°53'06"E., a distance of 16.00 feet to a point on a curve to the left having a radius of 5807.58 feet, a central angle of 00°30'09", a chord bearing of N.58°20'53"W., and a chord length of 50.95 feet; (4) thence along the arc of said curve an arc length of 50.95 feet to the end of said curve; (5) thence S.31°21'44"W., a distance of 16.00 feet to a point on a curve to the left having a radius of 5791.58 feet, a central angle of 08°17'48", a chord bearing of N.62°44'51"W., and a chord length of 837.92 feet; (6) thence along the arc of said curve an arc length of 838.65 feet to the end of said curve; (7) thence N.23°06'15"E., a distance of 16.00 feet to a point on a curve to the left having a radius of 5807.58 feet, a central angle of 00°45'12", a chord bearing of N.67°16'21"W., and a chord length of 76.37 feet; (8) thence along the arc of said curve an arc length of 76.37 feet to the end of said curve; (9) thence S.22°21'03"W., a distance of 16.00 feet to a

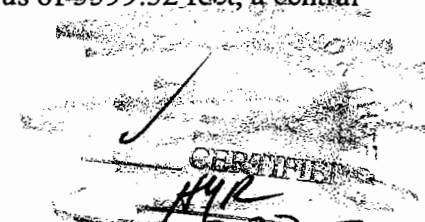
point on a curve to the left having a radius of 5791.58 feet, a central angle of  $03^{\circ}54'56''$ , a chord bearing of  $N.69^{\circ}36'26''W.$ , and a chord length of 395.72 feet; (10) thence along the arc of said curve an arc length of 395.79 feet to the end of said curve; thence  $N.90^{\circ}00'00''E.$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

AND ALSO;

#### PARCEL "H"

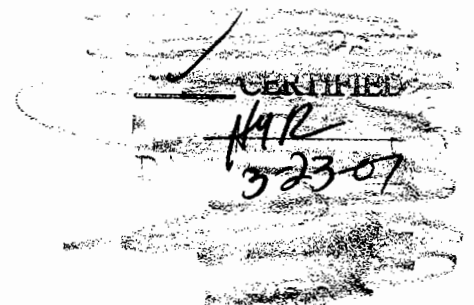
A portion of Sections 32, 33 and 34, Township 39 South, Range 20 East, Sarasota County, Florida, being more particularly described as follows:

BEGIN at the Southeast corner of Section 32, Township 39 South, Range 20 East; thence  $N.89^{\circ}04'43''W.$ , along the South line of said Section 32, a distance of 410.14 feet to the Southeast corner of the lands described in Official Records Book 2785 at Page 634, of the Public Records of Sarasota County, Florida; thence  $N.00^{\circ}30'25''E.$ , along the East line of said lands described in Official Records Book and Page, same being the West line of a 120.00 foot wide Perpetual Non-exclusive Easement per Official Records Book 2785 at Page 641, a distance of 1400.76 feet to a point on the westerly extension of the southerly boundary line of lands described in Official Records Book 1571 at Page 2172, of the Public Records of Sarasota County, Florida; thence along the westerly extension and boundary of said lands described in Official Records Book 1571, at Page 2172 the following two (2) courses: (1)  $S.89^{\circ}29'35''E.$ , a distance of 1960.21 feet; (2) thence  $N.00^{\circ}30'25''E.$ , a distance of 2062.70 feet to the Northeast corner of said lands; thence  $S.48^{\circ}24'50''E.$ , a distance of 2914.38 feet to the Southwest corner of lands described in Official Records Instrument 1998166154, of the Public Records Sarasota County, Florida; thence along the boundary of said lands described in Official Records Instrument 1998166154 the following three (3) courses: (1)  $S.89^{\circ}58'33''E.$ , a distance 676.50 feet; (2) thence  $N.00^{\circ}01'27''E.$ , a distance of 752.33 feet; (3) thence  $N.28^{\circ}06'22''E.$ , a distance of 362.06 feet to a point on the southerly right of way line of U.S. Highway No. 41, as per Florida Department of Transportation Right of Way Map, Section 17010-2508, said point being on a curve concave to the northeast and having a radius of 3011.73 feet, a central angle of  $14^{\circ}28'18''$ , a chord bearing of  $S.72^{\circ}07'12''E.$  and a chord distance of 758.67 feet; thence in an easterly direction, along the arc of said curve, an arc distance of 760.69 feet to a point on the West line of Section 34, Township 39 South, Range 20 East, Sarasota County, Florida; thence  $S.00^{\circ}16'02''W.$ , along the West line of said Section 34, and leaving said southerly right of way line, a distance of 379.82 feet; thence  $S.89^{\circ}37'27''E.$ , a distance of 1329.90 feet to a point on the westerly right of way line of County Road #777 (South River Road) as per Florida Department of Transportation Right of Way Map, Section 17550-2601; thence along said westerly right of way line, the following six (6) courses; (1)  $S.00^{\circ}07'30''W.$ , a distance of 5.48 feet; (2) thence  $S.89^{\circ}23'52''E.$ , a distance of 9.74 feet; (3) thence  $S.36^{\circ}39'07''E.$ , a distance of 64.18 feet to the point of curvature of a circular curve to the right, having a radius of 5599.32 feet; a central

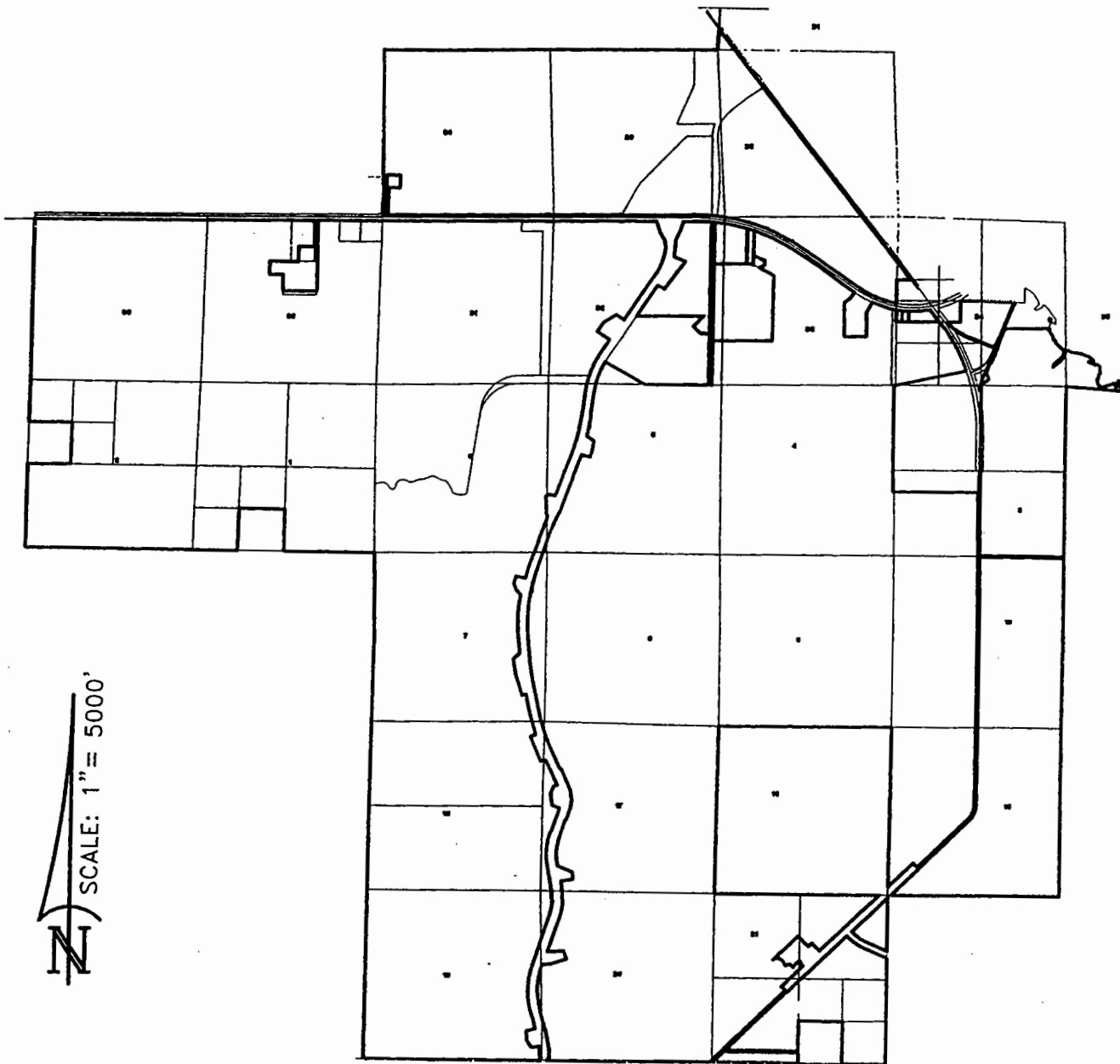
A handwritten signature in black ink is written over a rectangular official stamp. The stamp contains the word "CERTIFIED" in a bold, sans-serif font. Below the signature, there are some illegible handwritten marks and numbers.

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.

A rectangular stamp with the word "CERTIFIED" at the top. Below it, there is a handwritten signature that appears to be "HAR" and the date "3-23-07". The stamp is surrounded by some dark, smudged ink.

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



SCALE: 1" = 5000'

## WEST VILLAGES IMPROVEMENT DISTRICT EXPANSION AREA

PREPARED FOR:

WEST VILLAGES IMPROVEMENT DISTRICT

DATE: OCTOBER 7, 2005

JOB NUMBER: 05-02-30



**BRITT SURVEYING, INC.**

LAND SURVEYORS AND MAPPERS  
CERTIFICATE OF AUTHORIZATION NO. L.B. 6638

606 Cypress Avenue Venice, Florida 34285  
Telephone: (941) 493-1396 Fax: (941) 484-5766  
Email: bsi@brittsurveying.com

CERTIFIED  
*KUR*  
DATE: 3-23-07

**DESCRIPTION:**

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

All that part of Section 32, described as follows:

Commence at the Northeast corner of said Section 32; thence S.00°30'23"W., along the easterly line of the Northeast 1/4 of said Section 32, a distance of 2658.68 feet to the southeast corner of said Northeast 1/4; thence N.89°23'27"W. a distance of 290.00 feet to the POINT OF BEGINNING; thence N.00°30'23"E., parallel with the easterly line of said Section 32, a distance of 2497.34 feet to the southerly right-of-way of U.S. Highway 41, being a point on a curve to the left the center of which lies S.06°30'20"W., a radial distance of 5603.58 feet; thence along the arc in a westerly direction, passing through a central angle of 01°13'57", a distance of 120.53 feet; thence S.00°30'23"W., a distance of 5165.77 feet; thence S.89°05'08"E., a distance of 120.00 feet; thence N.00°30'23"E., a distance of 2657.98 feet to the POINT OF BEGINNING.

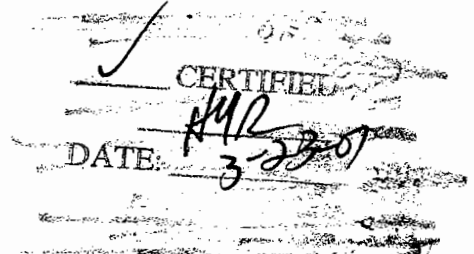
All that part of Section 33, described as follows:

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

All That part of Section 34 described as follows:

The North Half of the Northwest Quarter of the Southwest Quarter lying South of U.S. Highway #41 (State Road #45) and West of the right of way of County Road #777 (as realigned) in Official Records Book 2679 at Pages 2750-2574, LESS the following described lands:

East 200' (as measured along the South Right-of-Way of Tamiami Train, or arc distance) of the West 392.7 feet measured along the South Right-of-Way of said Tamiami Trail, arc distance; on the following described property: That portion of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 34, Township 39 South, Range 20 East, Sarasota County, Florida, lying South of Tamiami Trail and being more particularly described as follows: Begin at the West 1/4 of section corner of Section 34, Township 39 South, Range 20 East

A handwritten signature is written over a stamp that reads "CERTIFIED" and "DATE: 3-27-07". There is a checkmark above the signature.

and run South on the section line 196.71 feet to the South Right-of-Way line of the Tamiami Trail for a Point of Beginning: thence continue South 472.14 feet; thence S.89°58'00"E 659.8 feet; thence N.00°00'20"W 424.57 feet to the South Right-of-Way of the said Tamiami Trail; thence in a Northwesterly direction along the curve of said Tamiami Trail a distance of 662.5 feet to the Point of Beginning.

Said above described lands being more particularly described and surveyed as follows:

Commence at the West Quarter Corner of said Section 34, thence South along the Westerly section line of said Section 34, a distance of 668.85 feet; thence S.89°58'00"E. a distance of 190.40 feet to the Point of Beginning of this description. Thence N.00°00'00"E. a distance of 350.24 feet to a point on the Southerly Right-of-Way line of Tamiami Trail also know as STATE ROAD No. 45. and U.S. 41 as per Florida Department of Transportation Right-of-Way maps Section No. 17010-2508 (204' Right-of-Way) said point also being on the arc of a circular curve to the left whose radius point bears N.06°36'51"E., thence along the arc of said curve in an easterly direction through a central angle of 03°48'13", having a radius distance of 3011.73 feet, an arc distance of 199.93 feet; thence South leaving said Right-of-Way line a distance of 333.93 feet; thence N.89°58'00"W. a distance of 199.22 feet to the Point of Beginning.

The NE 1/4 of the SW 1/4, lying easterly of right of way for County Road #777 (as realigned) as per Official Records Book 2679, at Pages 2750-2754, Less the NW 1/4 of the NE 1/4 of the SW 1/4, Also Less lands described in Official Records Instrument Number 1999111833;

That part of the West Half of the SE 1/4, lying westerly of maintained right of way for Playmore Road, and northerly of lands described in Official Records Instrument Number 1999111833.

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

All of Section 15, less and except the following:

The maintained right-of-way for County Road # 777 (South River Road);  
Right-of-way conveyed in Official Records Instrument Number 2000163556.

All of Section 17, less and except the following:

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DATE: 3-23-07

Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Page 811-974, of the Public Records of Sarasota County, Florida.

All of Section 18, less and except the following:

Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Page 811-974, of the Public Records of Sarasota County, Florida.

All of Section 19, less and except the following:

Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Pages 811-974, of the Public Records of Sarasota County, Florida.

All of Section 20, less and except the following:

Right-of-way conveyed for Pine Street Extension recorded in Official Record Book 2536, Pages 811-974, of the Public Records of Sarasota County, Florida;

Maintained right-of-way for County Road # 777 (South River Road).

All of Section 21, less and except the following:

Maintained right-of-way for County Road # 777 (South River Road);

The SW 1/4 of the SE 1/4;

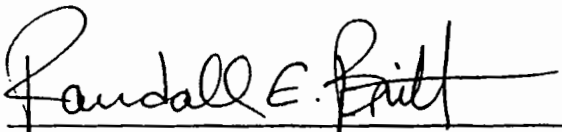
The North 50 feet of the South 380 feet of the SW 1/4 lying East of County Road # 777 (South River Road);

Right-of-way conveyed in Official Record Book 2097, Page 396, of the Public Records of Sarasota County, Florida;

Right-of-way conveyed in Official Records Instrument Number 2000163556.

Parcel Contains 3759.6202 Acres more or less.

Date: October 14, 2006

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

  
✓  
CERTIFIED  
DATE 10/14/06  
32307

## EXHIBIT "D"

### Capacity Allocation Infrastructure Schedule

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

On or before November 15, 2006:

1. Submit DEP permit applications and Preliminary Engineering Report for the Wastewater Plant.
2. Begin design of the Wastewater Plant

On or before January 5, 2007:

1. Provide the water supply information required by Section 16 of this Agreement, updated annually on or before January 5<sup>th</sup> until build out.
2. Provide a Utility Master Plan pursuant to Section 5.2 of this Agreement, updated every two years on or before January 5<sup>th</sup> until build out.
3. Provide a summary of the preliminary analyses completed to date of the potential potable and irrigation (development, yard and common areas plus agricultural) water supply sources on the Total Property available for use on the Incorporated Property, which addresses the phasing and timing of the conversion of the existing Total Property permitted agricultural quantities to potable supply and non-agricultural irrigation supply as well as alternative treatment methodologies when warranted, updated annually on or before January 5<sup>th</sup> until build out.

On or before January 15, 2007:

1. Submit to the City 30-percent design documents for the Wastewater Plant in accordance with Section 16.5 - Design Submittals of the *West Villages WWTP Design Criteria Report*, June 2006. City will provide comments within two (2) weeks. A design workshop will be conducted within one (1) week of providing comments to review comments with Engineer.

On or before May 15, 2007:

1. Submit to the City 60-percent design documents for the Wastewater Plant in accordance with Section 16.5 - Design Submittals of the *West Villages WWTP Design Criteria Report*, June 2006. City will provide comments within two weeks. A design workshop will be conducted within one week of providing comments to review comments with Engineer.

On or before July 1, 2007:

1. Complete a draft study of potential water supply sources on the Total Property and

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DATE: 1/3/07

alternative treatment methodologies which shall demonstrate not less than 2.0 mgd water supply available for use on the Incorporated Property. Said 2.0 mgd water supply shall be in addition to any agricultural and irrigation use otherwise required for the Total Property.

On or before September 1, 2007:

1. Submit to the City 90-percent design documents for the Wastewater Plant in accordance with Section 16.5 - Design Submittals of the *West Villages WWTP Design Criteria Report*, June 2006. City will provide comments within two weeks. A design workshop will be conducted within one week of providing comments to review comments with Engineer.

On or before October 1, 2007:

1. The City shall provide supporting information in the form and with the content required by SWFWMD WUP Rule (40D-2 FAC) and Basis of Review in effect as of September 1, 2007. Information to be provided by the City would be information solely or predominantly within the control of the City. Information from the City is anticipated to include, but not necessarily be limited to : A) estimated current, six, ten and 20-year populations, per-capita use rates, and water demand projections, with supporting documentation and methodologies; B) information regarding City system-wide water supply sources and operations, including City sources, PRMRWSA sources, and any other interconnected sources of water; C) water conservation measures; and D) a map and description of current and proposed service area boundaries. The City shall also provide other information as may be required by SWFWMD during the application process.

On or before November 15, 2007:

1. Complete 100% design of the Wastewater Plant.

On or before January 15, 2008:

1. The City of North Port shall supply updated demand projection and supporting information consistent with that required to be provided to the Peace River/Manasota Regional Water Supply Authority agreement with the City of North Port dated October 5, 2005.

On or before May 18, 2008:

1. Prepare, in conjunction with the City, a WUP application that includes a request to provide public water supply to the City of North Port using Total Property water supply sources, and which makes practical and reasonable efforts to demonstrate reasonable assurance the application meets the requirements of the Chapter 40D-2, FAC. Said WUP application effort shall also include assistance with responses to requests for additional information from the SWFWMD, and generally assisting the City with water use permitting of Total Property water supply sources.

On or before September 1, 2008:

1. Commence construction of the approved Wastewater Plant.

CERTIFIED  
DATE: 3-23-07

On or before February 1, 2009:

1. Provide a Utility Master Plan update by technical memorandum regarding water supply to include updated population, ERC and potable water and wastewater demand projections for all villages within the Incorporated Property, the final study of potential water sources previously submitted as a draft, and any changes to the most recently submitted Utility Master Plan. This Utility Master Plan update shall serve as the first two year update.

2. Initiate the design and permitting of a Class I deep injection well, with a minimum capacity as agreed upon by the City and the District, to include associated exploratory well(s) and monitoring facilities to be located on the Incorporated Property, designed and constructed for the capacities of both the Water Plant and Wastewater Plant and future plant expansions intended to serve the Incorporated Property through build out, and capable of disposing of both wastewater effluent and membrane reject waters ("Deep Well").

3. Provide the City with a schedule for the design of the Water Treatment Plant, including review periods of two-weeks each for the City, followed by review workshops 7-days thereafter.

4. Submit Water Source Transition Plan.

On or before July 1, 2009:

1. Complete design of the Water Plant subject to the City providing design review comments within two weeks of submittal of concept, 30%, 60%, and 90% plans.

On or before July 1, 2010:

1. Complete construction of the Wastewater Plant, certify as complete to FDEP, and complete all conveyance documents to the City.

On or before July 1, 2011:

1. Obtain Water Use Permit sufficient to serve Water Source.

On or before July 1, 2013:

1. Commence construction of the Water Plant.
2. Begin construction of the Deep Well.

On or before July 1, 2015:

1. Complete construction of Deep Well.
2. Complete construction and start up of the Water Plant, certify as complete to FDEP, and complete all conveyance documents to the City.

✓  
CERTIFIED  
DATE 3-23-09

**EXHIBIT E**

**West Villages WWTP Design Criteria Report**

✓  
DATE: 3-23-07

WEST VILLAGES WWTP  
DESIGN CRITERIA REPORT

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Prepared for  
City of North Port, Florida  
June 2006

✓  
CERTIFIED  
DATE 3/23/07

# WEST VILLAGES WWTP DESIGN CRITERIA REPORT

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Prepared for  
City of North Port, Florida  
June 2006

BROWN AND CALDWELL

850 Trafalgar Court, Suite 300  
Maitland, FL 32751



401 N. Cattlemen Road, Suite 306  
Sarasota, FL 34232

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## LIST OF ACRONYMS

AADF - Annual average daily flow	psi - Pounds per square inch
ADF - Average daily flow	RAS - Return activated sludge
ANSI - American National Standards Institute	SCADA - supervisory control and data acquisition system
ASR - Aquifer storage recovery	SLR - Solids loading rate
CBOD <sub>5</sub> - 5-day Carbonaceous biochemical oxygen demand	SOR - Surface overflow rate
City - City of North Port	SRT - Solids retention time
CT - Concentration time	SVI - sludge volume index
DCR - Design Criteria Report	3MADF - Three-month average daily flow
FAC - Florida Administrative Code	TKN - Total Kjeldahl nitrogen
FDEP - Florida Department of Environmental Protection	TN - Total nitrogen
fps - feet per second	TSS - Total suspended solids
ft - Feet	UPS - Uninterruptable power supply
gpd/ft - Gallons per day per foot	USEPA - United State Environmental Protection Agency
gpd/sf - Gallons per day per square foot	VFD - Variable frequency drives
gpm - Gallons per minute	VS - Volatile solids
gpm/sf - Gallons per minute per square foot	VSS - Volatile suspended solids
HP - horsepower	WAN - Wide area network
IEEE - Institute of Electrical and Electronics Engineers	WAS - Waste activated sludge
IRML - Internal recycled mixed liquor	WLR - Weir loading rate
kw - Kilowatts	WTP - Water treatment plant
kwh - Kilowatt hours	WWTP - Wastewater treatment plant
lbs - Pounds	
MCC - Motor control center	
MDF - Maximum daily flow	
MG - Million gallons	
mgd - Million gallons per day	
mg/L - Milligrams per liter	
ml - Milliliters	
MLE - Modified Ludzack Ettinger	
MLSS - Mixed liquor suspended solids	
MLVSS - Mixed liquor volatile suspended solids	
MMADF - Maximum month average daily flow	
M24HF - Maximum 24-hour flow	
NaOCl - Sodium hypochlorite	
NH <sub>3</sub> -N - Ammonia as nitrogen	
NEC - National Electric Code	
NFPA - National Fire Protection Association	
NTU - nephelometric turbidity units	
O&M - Operation and maintenance	
OSHA - Occupational Safety and Health Administration	
PFD - Process flow diagram	
PHF - Peak hourly flow	
P&ID - Process and instrumentation diagram	
PLC - Programable Logic Controller	
ppd - Pounds per day	
ppd/sf - Pounds per day per square foot	

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# WEST VILLAGES WWTP DESIGN CRITERIA REPORT

## 1. INTRODUCTION

This Design Criteria Report (DCR) summarizes the design criteria for the proposed West Villages Wastewater Treatment Plant (WWTP). The West Villages Improvement District (WVID) was created to develop infrastructure in the West Villages area of the City of North Port (City). This area is planned for mostly residential development over the next 20 years. The WWTP will be designed and permitted for the WVID by Kimley-Horne and Associates, Inc., which has completed a preliminary design report for the West Villages WWTP.

**This DCR is intended to set forth the criteria to be used in final design by Kimley-Horne and Associates, Inc. for the West Villages WWTP. These criteria shall be used at the discretion of Kimley-Horne and Associates, Inc. who will be solely responsible for meeting all the requirements outlined in this document, all local, state and federal permitting, final design, construction and start-up of the West Villages WWTP.**

### 1.1 Background

The City presently operates a WWTP located on the west side of Pan American Boulevard, just north of U.S Highway 41. It is presently permitted for 3.7 million gallons per day (mgd) based on an annual average daily flow (AADF). Based on wastewater utility needs identified in the City of North Port Utility Master Plan (Black and Veatch, 2005), an expansion of the existing WWTP to 6 mgd is planned, along with the construction of two new WWTPs to increase system efficiency and reliability and to accommodate growth in the region. The two new WWTPs will be located in the West Villages and the Panacea developments, respectively.

The West Villages WWTP will be designed as a new water reclamation facility to serve residents in the West Villages area and an area including the northern portions of the Englewood Water District (EWD) service area. The West Villages WWTP Phase 1 project is currently planned to provide 2 mgd of wastewater treatment capacity by July 1, 2009. Additionally, Phase 1 could optionally be designed to provide 3 mgd treatment capacity should the capacity dictate. Build-out of the WWTP is planned to 6 mgd. Site facilities shall be planned to accommodate these future expansion projects with minimal disruption to facility operations. The developer, Fourth Quarter, shall meet the requirements outlined in the Amended and Restated Utility Agreement.

Since the City may ultimately assume ownership and operation of the West Villages WWTP, similarities and compatibilities in the three WWTPs (i.e. the existing WWTP, the proposed West Villages WWTP, and Panacea WWTP) in terms of treatment processes, equipment, and operational strategies are important aspects to the City. Therefore, it is important that the West Villages WWTP be as similar to the existing WWTP and the proposed Panacea WWTP as reasonably possible. This consideration was included in developing the design criteria in this DCR.

However, because the development of the DCR for the West Villages WWTP occurred prior to the development of the preliminary designs for the Panacea and existing WWTPs, some aspects of the process selection and design criteria for West Villages WWTP may differ from the other two plants. For example, a Biosolids Management Master Plan is planned as part of the engineering services, with the objective to develop recommendations for the optimal mix of process/facility improvements for cost savings and

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flexibility in operations and biosolids disposal/reuse. Necessary assumptions regarding the solids treatment for the West Villages WWTP were made for the purposes of developing this DCR.

## 1.2 Project Description

The City selected Brown and Caldwell, in association with Carollo Engineers to provide engineering services for the planning, design, and construction phases for the existing WWTP upgrade and expansion and new Panacea WWTP, and development of a DCR for the West Villages WWTP.

The intent of this DCR includes the following:

- Identify and develop applicable design criteria for the proposed West Villages WWTP that ensure compatibility of equipment and treatment processes similar to the existing WWTP upgrades and expansion and proposed Panacea WWTP. The design criteria shall take into account the treatment processes to produce an effluent to be used for public access reclaimed water reuse and incorporate alternative wet weather disposal.
- Summarize the treatment goals and treatment process elements and facility selection criteria for use by Kimley-Horne and Associates, Inc. who will permit and design the West Villages WWTP.

The proposed project includes a 2 mgd (or optionally 3 mgd) water reclamation facility to meet expected wastewater flow needs in the West Villages area that will be developed over the next 20 years. The facility shall be configured to readily accommodate future expansions to 6 mgd. The facility shall be designed to meet all current effluent discharge regulations and shall provide the flexibility and space allocation for treatment necessary to meet anticipated future effluent requirements, which will need to be documented.

The liquid treatment process shall include fine screens, grit removal, flow equalization, biological treatment, sedimentation, filtration, disinfection, and effluent storage. The effluent shall meet public access reclaimed water reuse requirements, and at a minimum shall meet the following:

- 5-day Carbonaceous Biochemical Oxygen Demand (CBOD5)  $\leq$  20 milligrams per liter (mg/L).
- Total Suspended Solids (TSS)  $\leq$  5 mg/L.
- Total Nitrogen (TN)  $\leq$  10 mg/L.
- High level disinfection as defined by Chapter 62-600.440(5) of the Florida Administrative Code (FAC).
- pH  $\geq$  6.5 standard units and  $\leq$  8.5 standard units.

The solids handling system shall be designed to produce at a minimum Class B biosolids. Solids handling processes shall include thickening, aerobic digestion, and dewatering. The project also includes master planning the site for the ultimate treatment capacity of 6 mgd, including treatment, storage, administrative, and maintenance facilities.

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## 2. WASTEWATER FLOWS AND CHARACTERISTICS

The West Villages WWTP will be a new facility with no existing wastewater flow data or characterization. In the absence of this information, influent wastewater data from the City of North Port's existing WWTP is preferred; however, these characteristics can be documented using wastewater characteristics in a similar facility operating in Sarasota County can be used to establish the design parameters for this project. It will be required that the flow be contributed from domestic sources, as well as peaking factors, will remain consistent with the similar facility providing service to a newly developed area (i.e., < 10-years) in Sarasota County.

### 2.1 Wastewater Flows and Peaking Factors

The initial West Villages WWTP project will provide a permitted treatment capacity of 2 mgd (or optionally 3 mgd) based on an average annual daily flow (AADF) basis to meet expected population and flow projections within the development. However, consideration shall be given throughout the design process to the expected future design capacity of 6 mgd AADF and future regulations. When appropriate and cost effective, some structures shall be sized to accommodate future flows by adding additional mechanical and electrical equipment.

All design flow conditions were considered, including minimum flows during early stages of the West Villages WWTP operation. Similarly, peak hourly flows were analyzed to meet *Class I Reliability Standards (USEPA, Mechanical, Electrical, and Fluid System and Component Reliability, MCD-05, 1974)*.

The flows considered in this DCR are as follows:

- Maximum month average daily flow (MMADF) - the average of the daily volumes of flow to be received during the continuous 1-month period with the highest daily flows
- Three-month average daily flow (3MADF) - the average of the daily volumes of flow to be received during the continuous 3-month period with the highest daily flows
- Annual average daily flow (AADF) - the average of the daily volumes of flow to be received for a continuous 12-month period
- Maximum daily flow (MDF) - the largest volume of flow to be received during a continuous 24-hour period
- Minimum 24-hour flow (M24HF) - the smallest volume of flow to be received during a continuous 24-hour period
- Peak hourly flow (PHF) - the largest volume of flow to be received during a 1-hour period of time

It was assumed that wastewater flow characteristics to the new West Villages WWTP will be similar to those at the City's existing water reclamation facility. The peaking factors utilized for this DCR are summarized in Table 2-1.

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Table 2-1. Wastewater Flow Peaking Factors

Peaking Factor Ratio	Value
MMADF: AADF	1.30
3MADF:AADF	1.20
MDF: AADF	1.75
M24HF: AADF	0.50
PHF: AADF (influent and preliminary treatment)	2.50
PHF: AADF (secondary treatment and downstream)	2.00

It should be noted that the M24HF will likely be experienced at plant start-up. It is assumed that the influent flow to the West Villages WWTP will be pumped from off-site to the headworks or the equalization tank.

For purposes of this DCR, the PHF/AADF ratio has been established at 2.5, similar to other comparable facilities, which serve relatively new collection systems constructed with improved materials and construction methods. It should be noted that a 2.5 PHF:AADF peaking factor ratio was used for influent flows and hydraulic calculations through the preliminary treatment processes. At this point, provisions for flow equalization will allow the PHF:AADF peaking factor ratio to be decreased to 2.0 or less. Therefore, secondary treatment and downstream treatment processes shall be designed with a 2.0 PHF:AADF peaking factor ratio. This will improve biological process performance and reduce downstream unit process capital costs.

The West Villages WWTP is planned for two phases to its ultimate build-out capacity. Flows used in the design criteria development are summarized in Table 2-2, inclusive of information for a Phase 1 option using 3.0 mgd in lieu of 2.0 mgd.

Table 2-2. Facility Phasing and Capacities

Peaking Factor Ratio	Phase 1 (2 mgd option) mgd	Phase 1 (3 mgd option) mgd	Phase 2 mgd
AADF	2.00	3.00	6.00
MMADF	2.60	3.90	7.80
3MADF	2.40	3.60	7.20
MDF	3.50	5.25	10.50
M24HF	1.00	1.50	3.00
PHF (influent and preliminary treatment)	5.00	7.50	15.00
PHF (secondary treatment and downstream)	4.00	6.00	12.00

The peaking factor ratios were assumed to remain consistent for future expansions, although an analysis of actual plant flow data at the West Villages WWTP should be conducted prior to designing future expansion phases.

Accommodating the needs of the West Villages WWTP during the initial years of operation should be properly balanced with the future needs. The design should primarily accommodate the projected conditions of a given year, with allowances for proper operation when loading conditions may be less than design-year loadings and expansion or rehabilitation to handle loadings reasonably anticipated beyond the design year.

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Design criteria for the initial and the future phase design capacities are presented in the following sections. It should be noted that some of the equipment sizes selected for the initial phase were predicated based on the 6 mgd design capacity and the ability to accommodate projected future expansions. However, based on the information provided by Fourth Quarter the initial flows to the West Villages WWTP will likely be somewhat less than 2 mgd (or 3 mgd) during early years of operation. Therefore, alternative sizing for some equipment, such as pumps, blowers, and other primary equipment should be considered during final design in order to accommodate operation at low initial flows, as well as space to meet future needs (Phase 2 flow conditions) of the facility. Other considerations shall include location of process monitoring stations, installation of variable frequency drives (VFDs), and other process control systems. All facilities shall meet all state and federal design standards and regulations.

## 2.2 Wastewater Characteristics

The wastewater characteristics at the West Villages WWTP are expected to be similar to the facility operating in Sarasota County, serving a predominantly residential development that is less 10-years old. Influent data for the City's existing WWTP was analyzed to determine representative concentrations of CBOD<sub>5</sub>, TSS, and total Kjeldahl nitrogen (TKN). In addition to these parameters, estimates of total ammonia (NH<sub>3</sub>-N) and temperature (winter and summer) were established. These parameters were required for the biological process modeling utilized in the secondary treatment process design. The resulting plant influent wastewater characteristics for the West Villages WWTP used in this DCR are summarized in Table 2-3. Alternative wastewater characteristics can be provided in lieu of Table 2-3 may be considered. The alternative wastewater characteristics shall be submitted to the City for consideration and approval. The City's decision will be final.

**Table 2-3. Influent Wastewater Characteristics**

Parameter	Value
CBOD <sub>5</sub> (mg/L)	300
TSS (mg/L)	330
TKN (mg/L)	50
NH <sub>3</sub> -N (mg/L)	30
Temperature (deg C)	22 - 28

If West Villages has any wastewater connections hooked up to the City's wastewater system prior to initiating the final design of the West Villages WWTP, the engineer will be required to conduct a complete wastewater scan to determine the actual influent wastewater characteristics that may be experienced at the WWTP. This scan would consist of collection of samples every 2-hours using an automatic sampling device over a 7-day period. The parameters that will be required to be analyzed include CBOD<sub>5</sub>, TSS, pH, oil and grease, temperature, and all nitrogen and phosphorus varieties. If it is anticipated that an industrial contributor is connected to the system or the City believes that the raw wastewater could contain a constituent that may inhibit the treatment capabilities of the West Villages WWTP, a single priority pollutant scan may be required.

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## 3. EFFLUENT REQUIREMENTS

The West Villages WWTP shall be designed to meet all current regulatory effluent requirements, including reclaimed water requirements (high level disinfection) and deep injection well limits. The facility shall also be designed with consideration for potential future regulations regarding nutrient removal, wet weather and reclaimed storage, and reclaimed water aquifer storage and recovery (ASR) systems.

### 3.1 Reclaimed Water Requirements

The effluent requirements for the West Villages WWTP are based on the need to provide public access reclaimed water that meets the same effluent criteria that the existing WWTP will be designed to meet, which includes partial denitrification and at a minimum the FDEP standards in accordance with Chapter 62-610, FAC. At a minimum the effluent requirements that the West Villages shall meet include the following:

- 20 mg/L maximum CBOD5.
- 5.0 mg/L maximum TSS.
- pH between 6.0 and 8.5 standard units.
- High-level disinfection.

High-level disinfection, in accordance with 62-600.440(5), FAC, includes the following criteria:

- TSS less than 5.0 mg/L prior to disinfectant application.
- Fecal coliforms below detection limits in 75 percent of samples over a 30-day period.
- Less than 25 fecal coliform values per 100 milliliters (mL) in all samples.

Because chlorine (liquid sodium hypochlorite) is being proposed as the primary disinfectant, the West Villages WWTP shall be designed to meet the following additional rules:

- Meet the product of the chlorine residual (in mg/L) and the contact time (minutes), or CT, at peak hourly flow, which is based on fecal coliform levels prior to disinfection. The fecal coliform level prior to disinfection at the West Villages WWTP is assumed to be less than 1000 per 100 mL based on typical treatment performance at similar facilities. Therefore, the required CT value is 25 mg/L-min.
- Chlorine residual of 1 mg/L or greater after 15 minutes of contact time at peak hourly flow.

### 3.2 Potential Future Requirements

Elevated nitrates have been observed in the groundwater near one of the City's reuse irrigation sites. As limits on nitrogen in the effluent are expected in the near future, inclusion of nitrogen removal into the WWTP design shall be implemented. Therefore, the design criteria are based on meeting a maximum day total nitrogen effluent concentration of 10 mg/L.

Future implementation of a reclaimed water aquifer storage recovery (ASR) system within the City will require additional treatment considerations. Utilization of ASR will require inactivation of pathogens such as *Cryptosporidium* and *Giardia*, as well as meeting all FDEP drinking water quality limits such as 10 mg/L nitrate-N and 1 mg/L nitrite-N. The treatment facilities at the West Villages WWTP shall be designed to

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accommodate, with future upgrades, the anticipated future wet weather and reject storage, inclusive an ASR, as well as meeting existing and future regulatory requirements and constraints.

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## 4. PROCESS FLOW DIAGRAMS

### 4.1 Liquid Processes

The design of the West Villages WWTP shall utilize various processes to treat the influent raw wastewater. A liquid treatment process flow schematic is shown in Figure 4-1.

Influent flow is pumped from off-site to the headworks structure, or to the flow equalization tank, where it will be metered by an inline magnetic flow meter. The influent flow will enter a common channel and be split to feed multiple mechanically cleaned screens. A bypass channel with mechanical bar rack shall also be provided. The screened wastewater shall then flow through one of two grit removal units to remove fine sand and grit prior to entering the remaining treatment processes. Influent flow can also be diverted to a flow equalization tank, after grit removal. A secondary option will be route the wastewater from the flow equalization basin to a location ahead of the mechanical bar screens and after the magnetic flow meter. Flow equalization shall be designed to equalize hydraulic, organic, and nutrient loads to the downstream treatment processes. After equalization storage, flow can be returned to the process stream either prior to screening or after grit removal depending upon where the flow is initially diverted.

After preliminary treatment, wastewater will flow by gravity to the aeration basin influent channel, and subsequently split the flow equally to the aeration basins. Following biological treatment in the aeration basins, flow continues to the mixed liquor splitter box, where flow will be split equally to the circular clarifiers. After clarification, the secondary effluent will flow to a common filter influent header, which would then split equally to the filter cells. The filtered water will flow from the underdrain system to the chlorine contact tanks where sodium hypochlorite (NaOCl) will be used for disinfection. The effluent from the chlorine contact tanks will then be transferred to the effluent storage ponds and then to the reclaimed water system for irrigation purposes. In the event that the effluent does not meet permit limits, flow will then be transferred to the reject water storage pond. Reject water would be returned to the process flow stream either immediately following grit removal or just prior to the filters. In the event that the demand for reclaimed water is not high enough to distribute all of the treated effluent, a deep injection well located off-site will serve as an alternative disposal method. All process tankage shall be capable of isolation during maintenance conditions without impacting facility operations. Additionally, all yard piping shall be sized to accommodate Phase 2 flow conditions.

### 4.2 Sludge Handling Processes

The sludge handling process originates at the secondary clarifiers, where sludge collection mechanisms collect activated sludge for return to the treatment process. Return activated sludge (RAS) from the secondary clarifiers will be pumped back to the influent of the aeration basins.

The solids treatment system shall be designed to produce Class B biosolids. Waste activated sludge (WAS) will be withdrawn from the RAS return line and will be pumped to the aerobic digester, encompassing decanting capability for thickening. Scum removed on the surface of the secondary clarifiers will also be pumped to the aerobic digester. The WAS will be aerobically digested, and then transferred to a belt filter press for dewatering. Dewatered sludge will be stored in an on-site storage unit, and then hauled to an off-site landfill for final disposal or to a regional biosolids management facility.

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**PROCESS STREAM ABBREVIATIONS**

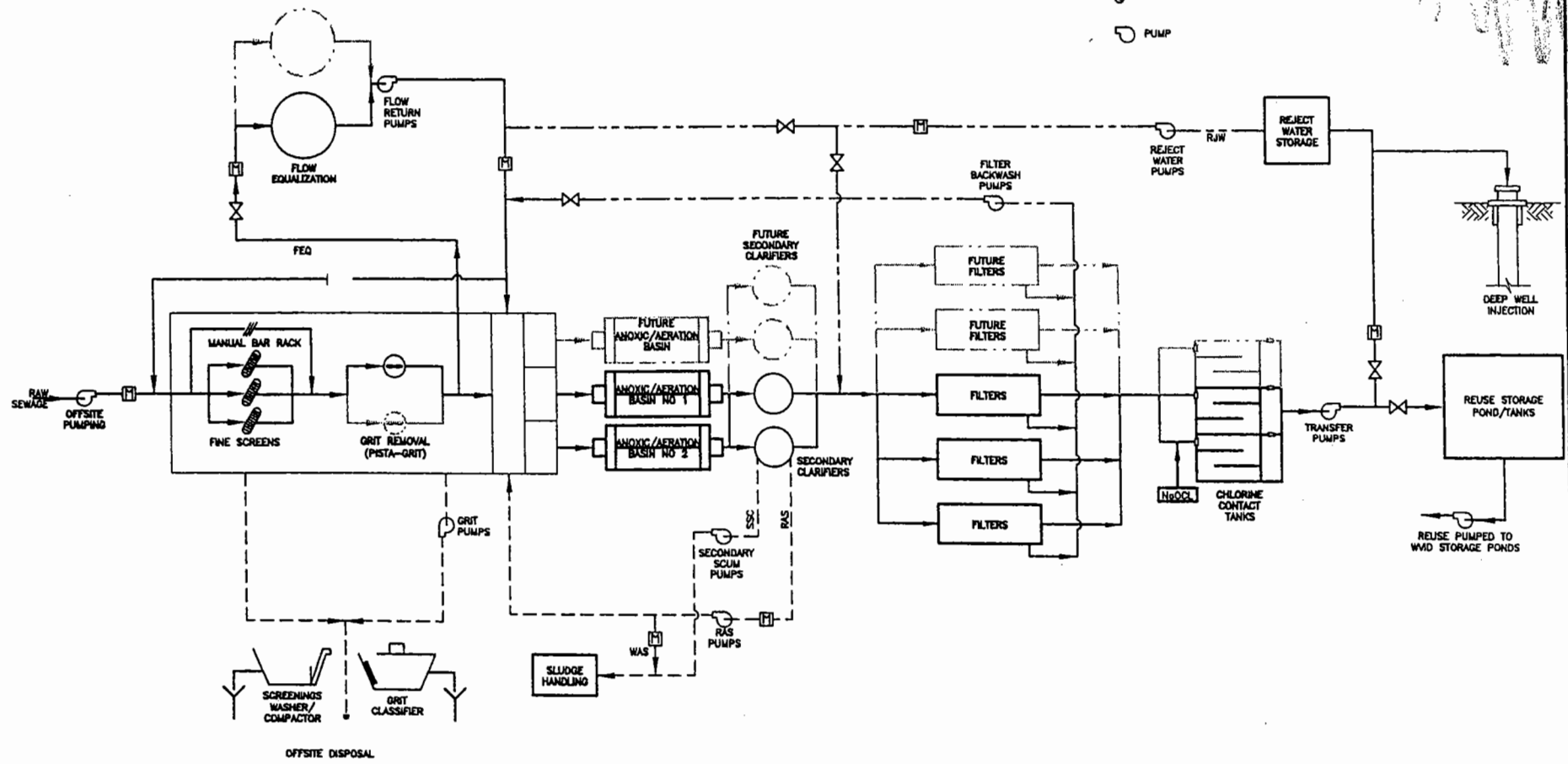
- FEQ FLOW EQUALIZATION
- RAS RETURN ACTIVATED SLUDGE
- RJW REJECT WATER
- SSC SECONDARY SCUM
- WAS WASTE ACTIVATED SLUDGE

**FLOW STREAM LEGEND**

- LIQUID WW STREAM
- - - RECYCLE STREAM
- - - SLUDGE STREAM
- - - FUTURE

**SYMBOL LEGEND**

- FLOW METER
- MANUAL BAR RACK
- MECHANICAL SCREEN
- PUMP

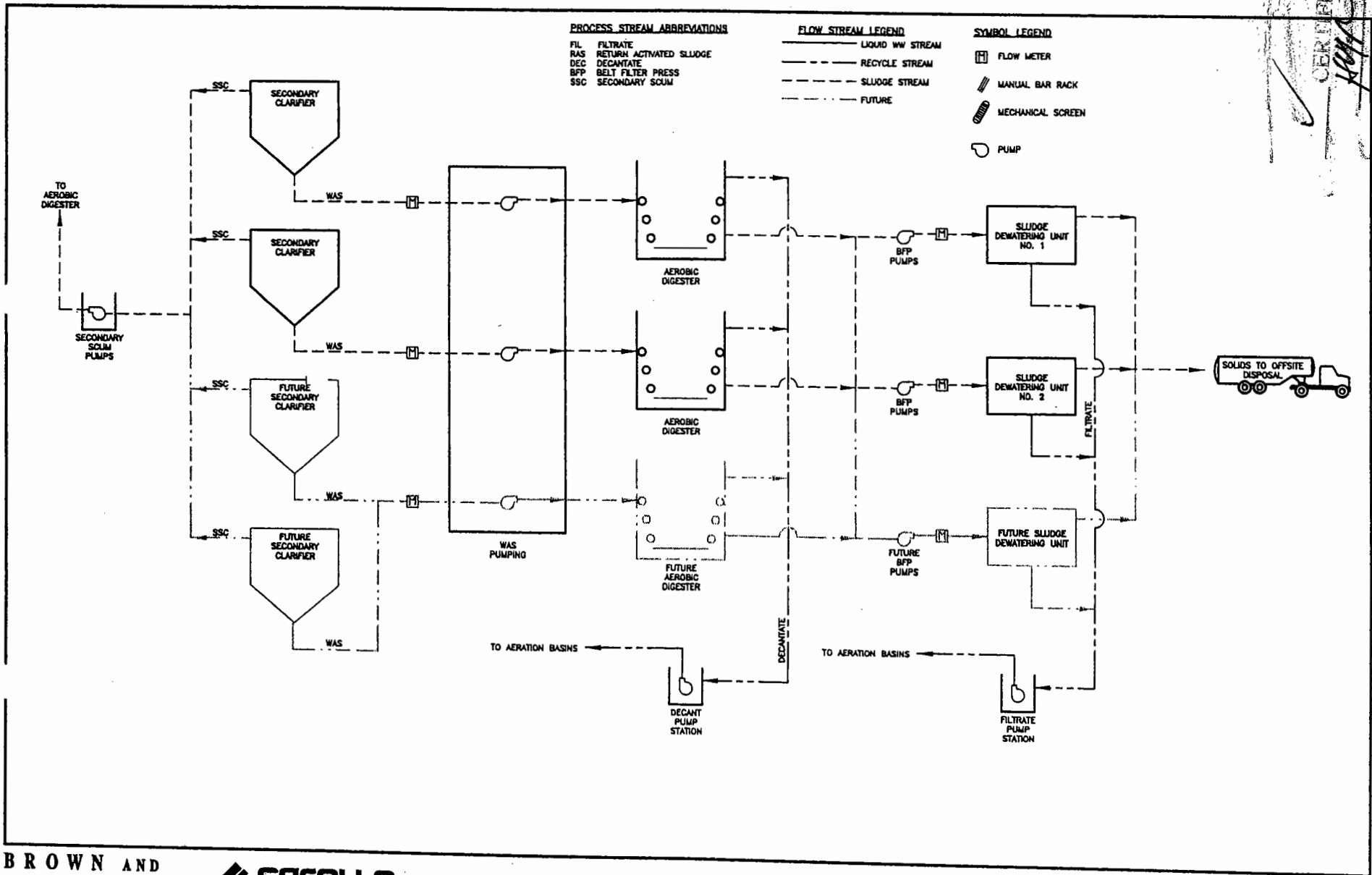


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LIQUID PROCESS FLOW SCHEMATIC  
FIGURE 4.1

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BIOSOLIDS PROCESS FLOW SCHEMATIC  
 FIGURE 4.2

# WEST VILLAGES WWTP DESIGN CRITERIA REPORT

## 5. PRELIMINARY TREATMENT

Preliminary treatment at the West Villages WWTP shall be designed to remove submerged and floating debris, to remove grit and fine sands, and to equalize flow prior to downstream treatment processes. The preliminary treatment processes include influent pumping and metering, fine screens, grit removal, flow equalization, and odor control.

### 5.1 Influent Pumping and Metering

It is assumed that influent to the West Villages WWTP will be pumped from off-site, i.e. no on-site master pump station is provided. Flow will enter the plant at the headworks or the equalization tank. An inline magnetic flow meter will be installed on the influent force main(s) prior to the headworks to measure plant influent flow. Magnetic flow meters are generally accurate to within 0.5 percent and are suitable for measuring the flow rate of most conductive liquids. The use of Odophos or iron salts will not be permitted due to the impacts on the influent flow metering system.

The influent flow meter will be installed horizontally, above grade providing ease of access for maintenance. Vaults for the installation of flow metering devices will not be acceptable. A bypass line with associated valving shall be included to allow the magnetic flow meter to be removed or maintained while continuing influent flow to the treatment facility. This meter will serve as the primary flow monitoring unit for permit compliance reporting.

### 5.2 Screening

Fine step screens shall be designed for influent screening operations to remove coarse material from the flow stream. The screenings will be discharged to a screenings washer/compactor, followed by discharge to a dumpster or truck for off-site disposal. The conveyance of screenings from start to finish shall be fully automated without requiring any man power assistance.

The screens will be sized to remove submerged and floating debris larger than 1/8-inch (3mm) from the raw wastewater influent. The headworks structure will be constructed with four channels (3 mechanical screening and 1 manual bypass). All channels will be constructed for Phase 2 flow conditions during the initial phase, however only 2 mechanical screens (1 operating and 1 standby) will be installed during this phase. The screens will be designed for a total peak hourly flow of 15 mgd at the build-out capacity. Normal operation during the initial phase will entail the use of one screen with the second used as a standby unit. The bypass channel will be designed to handle the Phase 2 peak hourly flow of 15 mgd. The bypass channel will be equipped with a manually cleaned bar rack with a bar spacing of 3/4-inch.

Each channel will be designed with influent and effluent gates to isolate any channel for maintenance purposes. The influent chamber will be designed to evenly distribute flow to each screening channel while minimizing eddies and vortices. Each screen channel will be designed to provide a minimum velocity of approximately 1 foot per second (fps) at low flows to force debris against the screen and a maximum velocity of 3 fps at peak flows to prevent debris from being forced through the openings. Each channel will have a drain pipe and valve to allow isolated channels to be dewatered for maintenance purposes. Additionally, all channels will be equipped with covers to minimize odors from this location. The design criteria for the mechanical screening system is provided in Table 5-1.

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Table 5-1. Mechanical Screening Design Criteria

Parameter	Units	Phase 1 (2 mgd)	Phase 1 (3 mgd)	Phase 2 (6 mgd)
Number of influent channels				
Operating	–	3	3	3
Bypass	–	1	1	1
Total	–	4	4	4
Type of screen	–	Step Screen		
Opening size	Inches	1/8	1/8	1/8
Number of mechanical screens				
Operating	–	1	1	2
Standby	–	1	1	1
Total	–	2	2	3
Bypass channel manual bar rack spacing	inches	3/4	3/4	3/4

### 5.3 Grit Removal

Grit removal is required to reduce wear on downstream equipment and to minimize sand accumulation in the aeration basins, which is a significant maintenance issue. If grit were allowed to accumulate in the aeration basins, it would displace volume utilized for treatment and require substantial labor to remove. In addition, grit is abrasive and can damage downstream equipment such as pump impellers.

Grit removal will be accomplished utilizing vortex-type system, either induced or mechanical. Grit will be pumped from the grit removal unit via a recessed impeller grit pump and discharged into a grit washer/decanter/classifier to remove putrescible organic material, followed by discharge into a dumpster for off-site disposal. The grit removal units will be capable of removing 95-percent of the grit that is larger than 100 micron in size. The influent channel to each grit removal unit shall be isolated with slide gates to facilitate maintenance. Design criteria for the grit removal system is provided in Table 5-2.

Table 5-2. Grit Removal System Design Criteria

Parameter	Units	Phase 1 (2 mgd)	Phase 1 (3 mgd)	Phase 2 (6 mgd)
Type of System	–	Vortex-Type		
Number of Units				
Operating	–	1	1	2
Standby	–	1	1	0
Total	–	2	2	2
Capacity per Unit				
AADF	Mgd	3	3	3
PHF	Mgd	7.5	7.5	7.5
Grit Pump				
Pump Type	–	Recessed Impeller		
Number of Pumps		1 per Unit		

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## 5.4 Solids Hauling

The headworks truck/dumpster loading facility will be designed as a drive-through single bay facility. Overhead doors will enclose the area to contain odors and to keep screenings and grit from blowing out of the building, as well as to minimize any odors from this area. Screenings and grit will discharge into the same receptacle eliminating the need for separate loading areas. The bays will be designed to allow access for dump trucks and portable bin trucks. The loading area will be constructed with a sump containing a submersible, non-clog pump for removal of any screenings or grit that may be washed down during bay cleaning. Ventilation and odor control will be provided to treat any odors present in the enclosed area and provide for safe working conditions for the operations staff.

## 5.5 Flow Equalization

Flow equalization is normally provided to attenuate flows and to equalize hydraulic, organic, and nutrient loads to the downstream treatment processes. This improves process control and minimizes process upsets. In addition, the size and cost of the downstream process units such as clarifiers, filters, and chlorine contact tanks may be reduced.

Figure 5-1 demonstrates a typical diurnal flow curve for a typical domestic collection system.

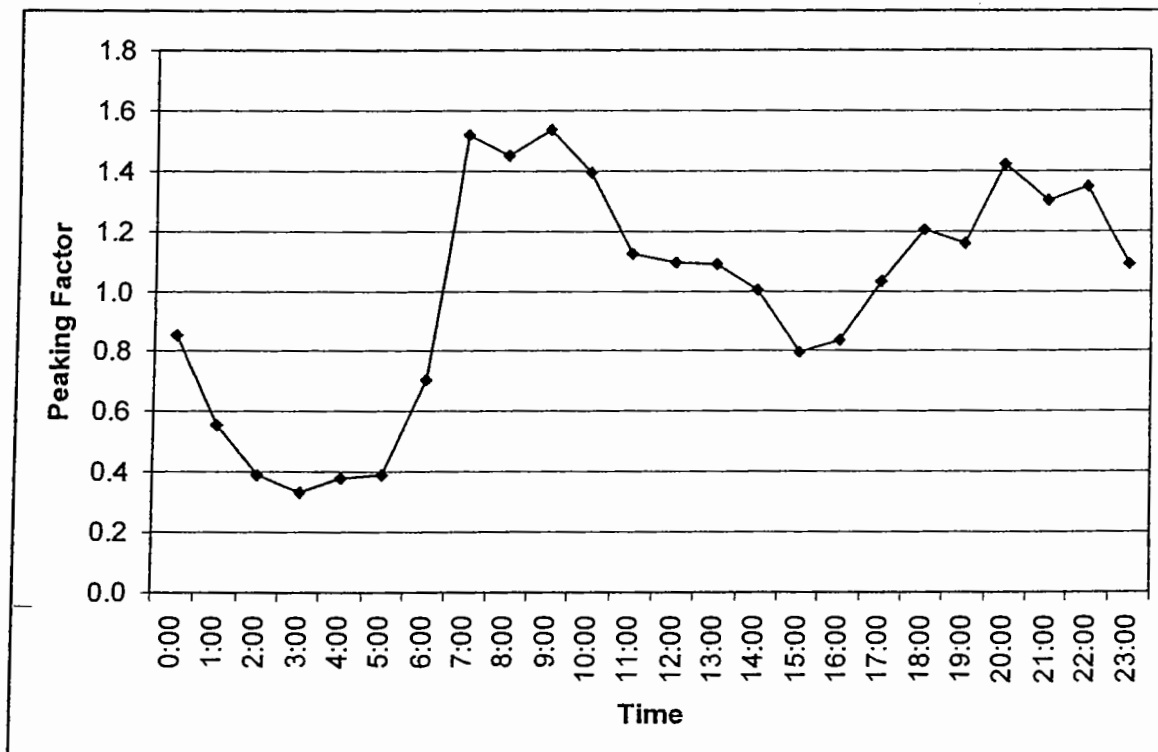


Figure 5-1: Typical Diurnal Flow Curve

Calculations to decrease the PHF to less than the MDF were performed to determine the required flow equalization volume during each phase. As shown in Figure 5-2, the initial phase for the 2 mgd option requires 0.28 million gallons (MG) of base level capacity for diurnal flow equalization, with the total equalization capacity calculated as shown in the equation in the figure.

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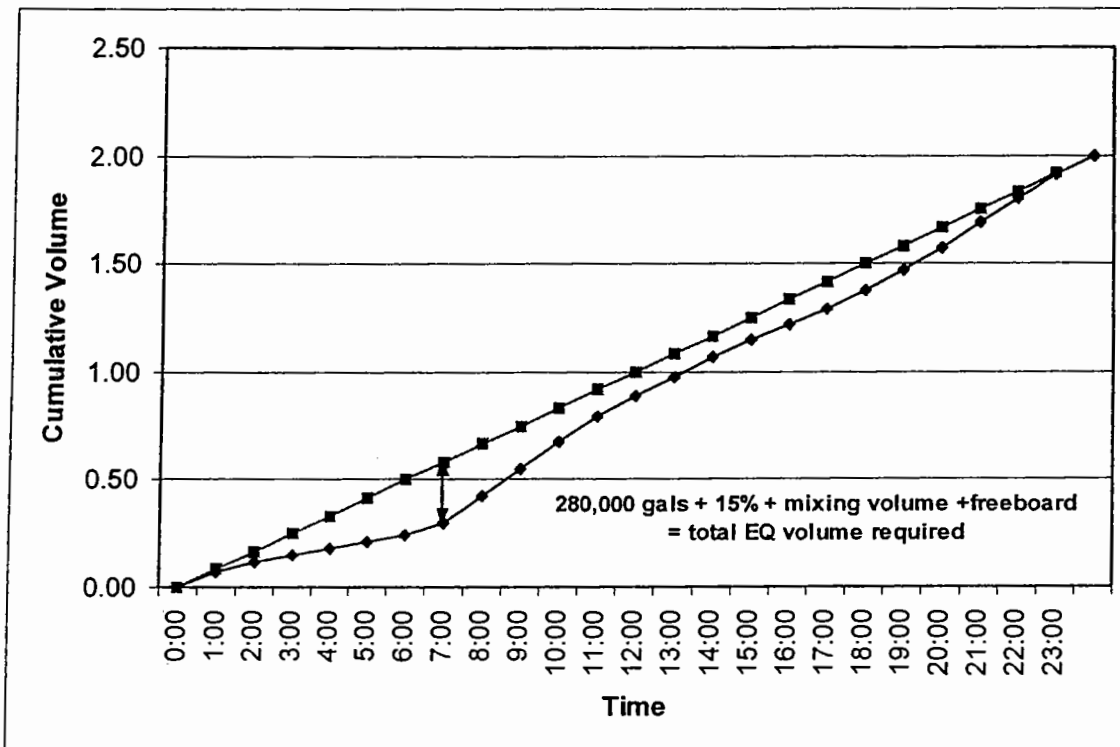


Figure 5-2: 2 mgd Initial Phase Option Equalization Storage Required

The total tank volume includes volume for flow equalization, freeboard, and maintaining the minimum mixing level. Similarly, Figure 5-3 illustrates that the 3 mgd initial option requires 0.42 MG of base level capacity for flow equalization.

Figure 5-4 illustrates that 0.85 MG of base level equalization volume will be required for build-out capacity in Phase 2 conditions. One equalization tank will be built during the initial phase, and a second tank will be constructed in a future expansion for the build-out equalization capacity.

An aeration/mixing system (e.g., jet mixing, diffused aeration, etc.) will be provided in the tank to keep solids in suspension and aerated. The equalization tanks will be covered and provided with an odor control system to prevent odors from emitting from the tank. Access to the tank to the interior of the tank shall be provided at sufficient locations (4 minimum) to access the tank for cleaning and maintenance purposes.

Pumps will flow pace the effluent from the equalization tanks back into the wastewater treatment process. The pumps will be designed to minimize the introduction of air into the wastewater, and to pump the flow equalized wastewater to two discharge locations:

- Before the headworks downstream of the influent flow meter (Secondary location).
- After the headworks upstream of the aeration tanks flow control structure (Primary location).

A bypass around the headworks directly into the equalization tanks will be provided for operational flexibility.

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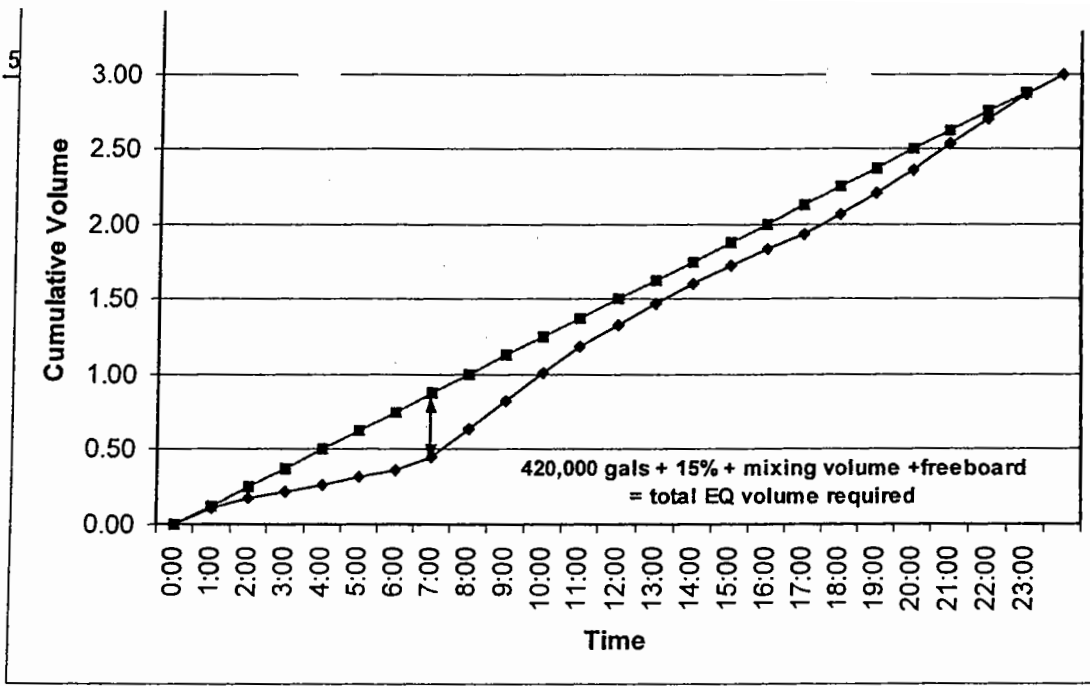


Figure 5-3: 3 mgd Initial Phase Option Equalization Storage Required

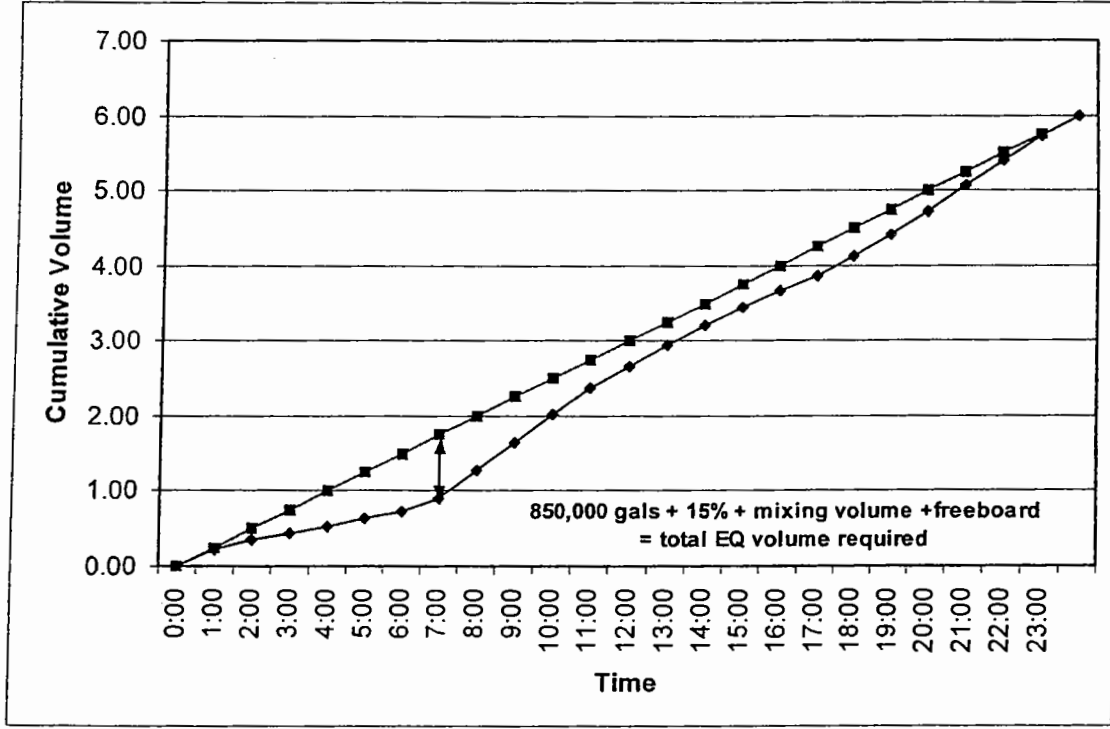


Figure 5-4: 6 mgd Phase 2 Equalization Storage Required

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## 6. BIOLOGICAL TREATMENT

The secondary treatment process is configured for the effective biological reduction of BOD and ammonia using the Modified Ludzack Ettinger (MLE) activated sludge process. No other secondary treatment processes were considered for this DCR; however other biological treatment processes may be considered if modeling information concludes that the process is cost effective. The MLE process has been successfully used at other regional treatment facilities throughout the state of Florida. These facilities can provide high removals of organic and microbial compounds, as well as providing nitrogen removal, shall subsequent discharge considerations materialize or regulations change.

### 6.1 Modified Ludzack-Ettinger Process

The MLE process is a modification of the conventional activated sludge process that incorporates an anoxic zone and internal recycled mixed liquor. The process accomplishes BOD reduction and nitrification and denitrification using an anoxic/aerobic operating sequence in which the nitrate produced in the aerobic zone through ammonia oxidation is recycled back into the anoxic zone where the oxygen component is removed and the nitrogen gas is released to the atmosphere. This process also results in recovering a fraction of the alkalinity lost in the nitrification process. The influent wastewater, rich in readily biodegradable substrate, enters through the anoxic zone resulting in a high rate of denitrification in that zone.

The West Villages WWTP biological process shall be designed based on the optimized selection of the solids retention time (SRT), internal recycling rate, and system volume configurations. The BioTran™ computer model was used to design process units for the MLE system described herein. This software utilizes mass balances and biological and physical modeling to simulate the proposed treatment processes. Wastewater characteristics and design criteria discussed in Sections 2 and 3 were utilized to size treatment capacities for the various processes and generate projections of biosolids production and oxygen usage that were used to provide design criteria for auxiliary facilities.

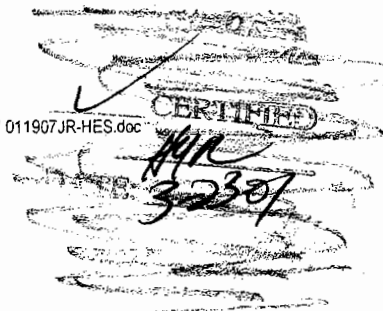
Wastewater effluent from the grit chambers will flow by gravity to the MLE anoxic basin's influent distribution channel. The wastewater flow will be split equally to each anoxic basin. The anoxic basins will be equipped with isolation gates to control which basins are in service. Mechanical mixers and submersible type mixers (minimum two per anoxic tank) will be installed in each anoxic basin to maintain a completely mixed environment and keep the contents in suspension. Floating mixers will not be permitted as a means of mixing at this location.

Design criteria for the MLE process was based on the MMADF of 7.80 mgd. A minimum SRT of 3 days was used to design the basins based on nitrification goals, with consideration for multiple flow conditions. The proposed anoxic zones will be designed to operate at a dissolved oxygen (DO) concentration of 0 mg/l, and the aerobic zones will be designed to operate at a DO concentration of 2.0 mg/l. Additionally, the MLE process and the secondary clarifiers were designed to accommodate *Class I Reliability Standards (USEPA, 1974)*, which state that a backup aeration basin is not required as long as two basins of equal volume are provided and that final sedimentation basins must have capacity for at least 75 percent of the design flow with one unit out of service.

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Each basin will comprise five zones: two anoxic and three aerobic. The basins are divided so that approximately 15 percent of the volume will be utilized for the anoxic portion of the treatment process under normal operating conditions. The RAS will be returned to the process and discharged into the flow stream at the aeration tank flow distribution structure.

Table 6-1 summarizes the recommended process design criteria for the MLE process. However, the engineer will be required to provide documentation using models and simulators to support their final design and configuration (e.g., length, width, depth, etc.) of the biological treatment system proposed for the West Villages WWTP. Since BioTran™ is a proprietary model, an acceptable model to use is BioWin™.

**Table 6-1. MLE Activated Sludge Process Design Criteria**

Parameter	Units	Phase 1 (2 mgd)	Phase 1 (3 mgd)	Phase 2 <sup>(1)</sup> (6 mgd)
Number of Basins	--	2	2	3
Total Basin Volume	MG	2.18	3.26	4.88
Total Anoxic (operating)	MG	0.32	0.48	0.74
Total Aerobic (operating)	MG	1.86	2.78	4.14
Anoxic Fraction	%	15	15	15
Number of Zones	--	5	5	5
Anoxic	--	2	2	2
Aerobic	--	3	3	3
MLSS Concentration	mg/L	3,000	3,000	3,000
Solids Retention Time				
All Basins in Service	days	7.3	7.6	5.3
One Basin Out of Service	days	3.16	3.14	3.14
Internal Mixed Liquor Recirculation Rate	--	3	3	3

(1) Phase 2 based on expansion of the 3 mgd Phase 1 option.

## 6.2 Diffused Aeration

The MLE process will utilize fine bubble diffused aeration to deliver air to the aerobic zones of the activated sludge basins. Other methods (i.e., mechanical aerators, brushes, etc.) for providing aeration to the aerobic zones will not be accepted. The design criteria for the aeration diffusers are summarized in Table 6-2.

**Table 6-2. Diffused Aeration Design Criteria**

Parameter	Units	Phase 1 (2 mgd)	Phase 1 (3 mgd)	Phase 2 <sup>(1)</sup> (6 mgd)
Type of Diffuser	--	Fine Bubble, Membrane Disc		
Temperature	°C	28	28	28
Aeration Zone Dissolved Oxygen	mg/L	2.0	2.0	2.0
Air Requirement	scfm	4,200	6,300	12,100

(1) Phase 2 based on expansion of the 3 mgd Phase 1 option.

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The final diffuser layout will be determined during final design. Considerations for placement of diffusers include:

- Safe access.
- Clearance for maintenance and cleaning.
- Fulfillment of a wide range of air requirements without exceeding diffuser air flux rates.

Physical separation of zones, tapered diffuser spacing, and independent control of air to each zone will allow maximum flexibility in controlling the MLE process and is required.

### 6.3 Aeration Basin Blowers

The delivery of air for the MLE activated sludge process will be designed to meet the air requirements developed using one of the models or simulators (i.e., BioTran™ or BioWin™). The quantities of aeration required below were established using a wastewater process model, and should be considered as estimates of air requirements. The multi-stage centrifugal blowers for the initial phase of the construction of the West Villages WWTP shall meet the projected air requirements with one unit out of service. The Phase 2 expansion may require additional or larger blowers depending on Phase 1 plant performance. Actual plant loadings (influent wastewater characteristics) shall be analyzed after the plant has been in service and prior to any future expansions in order to more accurately estimate future process air requirements.

The primary goal of this aeration system will be to provide just enough aeration to maintain DO concentration of 2.0 mg/l. As oxygen demand drops, the system will automatically adjust to reduce the amount of aeration. As oxygen demand increases, the opposite reaction will occur. The control system consists of the following components:

- DO monitors.
- Air flow meters.
- Air distribution throttling valves
- Pressure sensors.
- Blower inlet throttling valves.
- Electrical amperage monitors.

These components are combined into a cascade loop control system where the DO concentration is the primary control signal. However, changes in DO concentration occur very slowly, so a change in DO results in a change in the air flow set point, and the throttling valves adjust to maintain this flow rate. As the flow rate changes, the pressure in the system changes and is monitored by pressure sensors. A pressure set point is maintained by adjustments in the blower inlet throttling valves. The final control is to start and stop additional blowers. A blower is stopped if the amperage drops to the low set point, and an additional blower is brought on if all throttling valves are open and pressure is not maintained.

The following components will be provided for each blower:

- Automatic inlet throttling valve (electric motor operated).
- Inlet air filter.
- Outlet isolation valve and check valve.
- Vibration monitors.
- Amperage monitors.

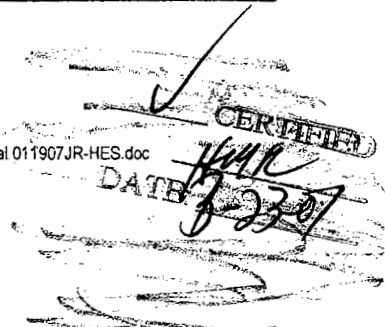
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The design criteria for the aeration blowers are summarized in Table 6-3.

Table 6-3. Aeration Basin Blower Design Criteria				
Parameter	Units	Phase 1 (2 mgd)	Phase 1 (3 mgd)	Phase 2 <sup>(1)</sup> (6 mgd)
Blower Type	–	Multi-Stage Centrifugal		
Number of Blowers				
Operating	–	2	2	3
Standby	–	1	1	1
Total	–	3	3	4
Total Blower Capacity (largest unit out of service)	icfm	5,000	7,000	13,500

(1) Phase 2 based on expansion of the 3 mgd Phase 1 option.

In addition to the design criteria in Table 6-3 above, the aeration system will be designed with the following considerations:

- Piping will be Type 304 stainless steel.
- Piping will be Schedule 10.
- Pipe supports will be designed to accommodate thermal stress.
- Pipe sizes will be selected to maintain velocities under 3,000 feet per minute (fpm).
- Piping and associated components will be selected to withstand 300 degrees Fahrenheit (°F).

## 6.4 Internal Recycled Mixed Liquor Pumping

The internal recycled mixed liquor (IRML) brings nitrate from the aerobic zones into the anoxic zones, and therefore impacts the extent of denitrification in the MLE process as a function of the IRML flow rate. The IRML provides nitrate as an electron acceptor for the microorganisms, which reduce it to nitrogen gas in the anoxic portion of the MLE process. As the IRML is increased, the amount of nitrate-nitrogen being circulated into the anoxic reactor increases, resulting in higher rates of denitrification, and therefore, lowers the effluent nitrate-nitrogen.

The IRML will be withdrawn from the activated sludge basins. Mixed liquor recycle pumps will return the recycled mixed liquor to the aeration basin influent flow distribution chamber where it will be combined with influent wastewater from the grit removal tanks prior to entering the anoxic zone of the basin. Provisions to pump up to 3 times the MMADF are included in the internal recycled mixed liquor pump design criteria. Since this system will pump continuously, economic efficiency of the IRML pumps will be critical and an energy efficiency analysis will be provided. This pumping application is somewhat challenging since it is a high flow, low head application.

In addition to pump selection, other issues that must be considered for the IRML pump station during the design are as follows:

- Minimize aeration of mixed liquor.
- Avoid starting and stopping of pumps.
- Minimize scum buildup.
- Allow pump access for maintenance.

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The design criteria for the IRML pumps are summarized in Table 6-4.

Parameter	Units	Phase 1 (2 mgd)	Phase 1 (3 mgd)	Phase 2 <sup>(1)</sup> (6 mgd)
Maximum RMS Flow	mgd	9	13.5	27
Type of Pump	--	Centrifugal		
Number of Pumps				
Operating	--	2	2	3
Standby	--	1	1	1
Total	--	3	3	4
Pump Drive Type	--	Constant Speed		

(1) Phase 2 based on expansion of the 3 mgd Phase 1 option.

## 6.5 Other Biological Treatment Processes

Other biological treatment processes may be considered to be acceptable. These processes may include processes that utilize MLE-step feed aeration and/or 4-stage Bardenpho™. In all cases, the engineer will be required to provide documentation using models and simulators to support their final design and configuration of the biological treatment system proposed for the West Villages WWTP using either BioTran™ or BioWin™ wastewater treatment simulation models.

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# WEST VILLAGES WWTP DESIGN CRITERIA REPORT

## 7. SECONDARY CLARIFICATION

The separation of MLSS from the liquid stream is vital to the operation and performance of the biological treatment system. Mixed liquor from the MLE process will be distributed through a flow distribution chamber to circular secondary clarifiers. The secondary clarifiers in an activated sludge process perform the following functions:

- Produce a well-clarified, stable effluent low in BOD and TSS.
- Thicken the activated sludge to obtain a high concentration of RAS.

The West Villages WWTP will utilize circular, sloped-bottom clarifiers with a scraper RAS/WAS collection mechanism; other configurations (e.g., rectangular, square, etc.) or RAS/WAS collection methods will not be accepted.

Clarifier operation is impacted by two factors:

- Settling characteristics of the mixed liquor.
- Operating parameters of the secondary clarifier including the surface overflow rate (SOR), the RAS recycle rate, and the mixed liquor suspended solids (MLSS) concentration.

The settling characteristics of the mixed liquor are represented by a mixed liquor settling flux curve that varies with the sludge volume index (SVI) of the mixed liquor.

FDEP requires that secondary clarifiers meet design criteria specified in *Recommended Standards for Wastewater Facilities (Ten States Standards, 2004)* and *Class I Reliability Standards (USEPA, 1974)*. *Recommended Standards for Wastewater Facilities* specifies the following:

- SOR at PHF be less than or equal to 1,000 gallons per day per square foot (gpd/sf).
- Solids loading rate (SLR) at MDF be less than or equal to 35 pounds per day per square foot (ppd/sf).
- Weir loading rate (WLR) at PHF be less than 30,000 gallons per day per foot (gpd/ft).

*Class I Reliability Standards* require that the clarifiers be sized with a capacity of at least 75 percent of MMADF with the largest clarifier out of service.

The effluent from the biological treatment process will enter a center column, energy dissipating inlet and hydraulic flocculating feed well for each secondary clarifier. The flow will be discharged from the energy dissipating inlet in a manner that produces within the feed well a tangential motion that extends downward and outward into the clarifier. The flocculating feed well shall be of the design that promotes reflocculation of the tangential flow of liquid and sludge.

Scum will be removed from each clarifier with a full-radius scum trough. The scum will flow by gravity through the trough to the perimeter of the clarifier, where it will discharge to a scum pit. Scum pumps will be provided to pump scum from the scum pit to the solids holding tank for subsequent treatment.

The MLSS that settle out in the secondary clarifier will be removed by a rotating spiral scrapper mechanism that transport the sludge to a hopper. The RAS and WAS pumping will be discussed in Section 8.

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The design criteria for the Phase 1 secondary clarifiers are summarized in Table 7-1. The MLSS concentration, RAS rate, and SOR were estimated from modeling results and engineering experience at other MLE activated sludge facilities.

Table 7-1. Secondary Clarification Design Criteria

Parameter	Units	Phase 1 (2 mgd)	Phase 1 (3 mgd)	Phase 2 (6 mgd)
Type of Clarifier		Circular		
Number of Clarifiers	-	2	2	4
Clarifier Dimensions				
Interior Wall-to-Wall Diameter	Ft	80	80	80
Side Water Depth	Ft	14	14	14
Free Board	Ft	1.5	1.5	1.5
Surface Area				
Each	Sf	5,027	5,027	5,027
One Unit Out of Service	Sf	5,027	5,027	15,080
All Units	Sf	10,053	10,053	20,106
Weir Length				
Each	Ft	250	250	250
One Unit Out of Service	Ft	250	250	750
All Units	Ft	500	500	1,000
Surface Overflow Rate				
PHF (all units in service)	gpd/sf	398	597	597
MMADF (all units in service)	gpd/sf	259	388	388
MMADF (largest unit out of service)	gpd/sf	517	776	517
75% MMADF (largest unit out of service)	gpd/sf	388	582	388
Solids Loading Rate				
MMADF (all units in service)	ppd/sf	13	14	19
MMADF (largest unit out of service)	ppd/sf	21	21	21
75% MMADF (largest unit out of service)	ppd/sf	15.8	15.8	15.8
Weir Loading Rate				
PHF (all units in service)	gpd/sf	8,000	12,000	12,000
MMADF (all units in service)	gpd/sf	5,200	7,800	7,800
MMADF (largest unit out of service)	gpd/sf	10,400	15,600	10,400
75% MMADF (largest unit out of service)	gpd/sf	7,800	11,700	7,800
Type of Sludge Removal	-	Scraper		
Type of Scum Removal	-	Full Radius Scum Trough		

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# WEST VILLAGES WWTP DESIGN CRITERIA REPORT

## 8. RAS/WAS PUMPING

### 8.1 RAS Pumping

A centralized RAS/WAS pumping station will be located adjacent to the clarifiers. Screw centrifugal RAS pumps will be designed to return up to 150 percent of the influent AADF to the MLE process. The variable speed RAS pumps will be dedicated to each clarifier and will include a standby unit that can be used as a backup to any clarifier. The RAS pumps will be controlled by a programmable logic controller (PLC), which can send and receive signals proportional to flow or to a preprogrammed RAS pumping pattern.


The RAS pump design criteria are summarized in Table 8-1.

Table 8-1. RAS Pumping Design Criteria				
Parameter	Units	Phase 1 (2 mgd)	Phase 1 (3 mgd)	Phase 2 (6 mgd)
Design RAS Rate	% of MMADF	80	80	80
Design RAS Flow	mgd	2.1	3.1	6.2
Maximum RAS Rate	% of MMADF	150	150	150
Maximum RAS Flow	mgd	3.9	4.5	11.25
Type of Pump	--	Screw Centrifugal		
Number of Pumps				
Operating	--	1	1	2
Standby	--	1	1	1
Total	--	2	2	3
Pump Drive Type	--	Variable Frequency Drives		

### 8.2 WAS Pumping

WAS will be withdrawn from the RAS pump discharge line at the RAS/WAS pump station. The WAS will be pumped to the aerobic digesters at a flow rate to maintain the design SRT in the biological treatment system. Variable speed progressing cavity type pumps will be provided for WAS pumping.

The design criteria for the WAS pumps are provided in Table 8-2 located on the following page.

  
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Table 8-2. WAS Pumping Design Criteria

Parameter	Units	Phase 1 (2 mgd)	Phase 1 (3 mgd)	Phase 2 <sup>(1)</sup> (6 mgd)
Maximum WAS Flow	gpd	137,000	175,000	370,000
Type of Pump	--	Progressive Cavity		
Number of Pumps				
Operating	--	1	1	2
Standby	--	1	1	1
Total	--	2	2	3
Pump Drive Type	--	Variable Frequency Drive		

(1) Phase 2 based on expansion of the 3 mgd Phase 1 option.

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## 9. FILTRATION

### 9.1 Effluent Filtration

Effluent filtration will be achieved using deep bed mono-media filters. Filtration is utilized to remove suspended solids that may carry over from the clarifiers and to provide a high-quality filtrate to optimize the efficiency of the disinfection process. Filtration at the West Villages WWTP is also required to produce a TSS concentration of 5.0 mg/L or less prior to disinfection in order to meet the requirements of 62-610, Part III, FAC. Additionally, the effluent filters will be designed to maintain a turbidity level of 2 nephelometric turbidity units (NTU).

Design criteria for the filters are based on FDEP regulations, which reference *Recommended Standards for Wastewater Facilities (Ten States Standards, 2004)* and *Class I Reliability Standards (USEPA, 1974)*. *Recommended Standards for Wastewater Facilities* requires a maximum filtration rate of 5 gallons per minute per square foot (gpm/sf) at PHF with one unit out of service. *USEPA Class I Reliability Standards* requires that with the largest filter out of service, the remaining units have a design flow capacity of at least 75 percent of the total design flow. The PHF ratio for the filter design is 2.0, considering the impact of flow equalization on sizing the units; if however, flow equalization is not utilized, then the PHF ratio shall be 4.0.

The filters shall either be upflow or downflow units with a minimum media depth of 6-feet. For filters that are downflow filters, a combined air-water backwash system will be required. All backwash water will be returned to the head of the WWTP for retreatment. Additionally, chemical addition will be incorporated into the design to maintain a filter effluent turbidity of 2 NTUs or less.

Table 9-1 summarizes the filter design criteria.

Parameter	Units	Phase 1 (2 mgd)	Phase 1 (3 mgd)	Phase 2 (6 mgd)
Type	-	Deep Bed, Monomedia		
Number of Filter Cells	-	3	3	5
Filter Area				
Each Filter Cell	sf	481	481	481
One Cell Out of Service	sf	962	962	1,924
All Filter Cells in Service	sf	1,443	1,443	2,405
Hydraulic Loading Rate				
MMADF (all filters in service)	gpm/sf	1.3	1.9	2.3
75% MMADF (1 filter out of service)	gpm/sf	1.4	2.1	2.1
PHF (1 filter out of service)	gpm/sf	2.9	4.3	4.3
Media Depth	ft	6.0	6.0	6.0
Backwash Rate	gpm/sf	6.0	6.0	6.0

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## 9.2 Filter Instrumentation and Control Systems

The supervisory control facilities for the effluent filters will include an instrumentation system for the control and monitoring of the filters. The control systems will be similar to other systems processes used at the West Villages WWTP and compatible with the City's main supervisory control and data acquisition (SCADA) system. Depending upon the filter chosen, the filter hydraulic operating parameters requiring monitoring may include, but not limited to the following:

- Filtered water flowrate.
- Total headloss across each filter.
- Surface wash and backwash waster flowrates.
- Air flowrates, if an air-water backwash water system is employed.
- Effluent turbidity.
- Chemical feed.

## 9.3 Denitrification Filters

A denitrification filter is an acceptable means of removing nitrogen from the wastewater and producing an effluent TN concentration of less than 7 mg/L and an effluent turbidity of 2 NTU or less. The downflow denitrification filter is a combination attached growth biological process and effluent filter, and as such the design is based on two separate criteria, filtration and biological denitrification. The process consists of a block underdrain system that supports the media (coarse gravel and sand). The selected size of the media shall be small enough to provide effective filtration and sufficient surface area for microbial growth but large enough to accommodate solids capture and microbial growth without excessive headloss. The total media depth varies from 6 to 8-feet depending upon the supplier and process requirements.

A supplemental carbon source, such as methanol or acetic acid is necessary for the process to remove the nitrogen from the wastewater. The supplemental carbon source will be added to the nitrified secondary clarifier effluent enter the system. Other supplemental carbon sources (i.e., sugar water, etc.) will be permitted; however, long term availability (>20-years) and quality shall be documented by the engineer.

As the nitrified effluent passes through the filter, solids are captured in the filter, and nitrogen gas is generated as a result of the denitrification process. As the denitrification progresses, the nitrogen gas begin to fill the voids between the sand particles and increasing headloss. On a periodic basis, the backwash pumps will turn on periodically to release the nitrogen gas that accumulate within the filter. Either on a timed basis or when filter headloss increases to a predetermined set point, the filter goes through a backwash cycle, where a combination of air and water are used to scour the solids from the filter and restore hydraulic capacity without removing all the biological solids necessary to maintain treatment efficiency. The backwash water is taken from a clearwell, which holds a predetermined volume of filtered effluent. Dirty backwash water spills into a trough in the upper region of the filter and flows by gravity to a mudwell, where it will be pumped back to the head of the WWTP for retreatment.

Due to the hazardous handling conditions of the supplemental carbon sources, special attention must be given to the design of the chemical storage, feeding, piping, and control systems. The storage tanks will be located in a spill containment area with a minimum volume of each tank, and shall be sized based on the delivery constraints in the region, but in no case shall the volume be less than 30-days. The bulk storage tanks shall also contain an ultrasonic level indicators and a sight glass to monitor the available chemical. The chemical feed pumps will be located in a separate concrete block building and shall be positive displacement

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type pumps. Provisions for fire protection shall be provided in the building and surrounding chemical storage.

The design criteria for the denitrification filter are summarized in Table 9-2.

Table 9-2. Denitrification Filter Design Criteria				
Parameter	Units	Phase 1 (2 mgd)	Phase 1 (3 mgd)	Phase 2 (6 mgd)
Type	--	Deep Bed, Monomedia		
Number of Filter Cells	--	3	3	5
Filter Area				
Each Filter Cell	sf	427.5	475	450
One Cell Out of Service	sf	855	950	1,800
All Filter Cells in Service	sf	1,283	1,425	2,250
Hydraulic Loading Rate				
MMADF (all filters in service)	gpm/sf	1.4	2.0	2.0
75% MMADF (1 filter out of service)	gpm/sf	1.6	2.3	2.3
PHF (1 filter out of service)	gpm/sf	3.3	4.6	4.6
Media Depth	ft	6.0	6.0	6.0
Backwash Rate	gpm/sf	6.0	6.0	6.0

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# WEST VILLAGES WWTP DESIGN CRITERIA REPORT

## 10. DISINFECTION

### 10.1 Chlorine Contact Basin

Disinfection requirements outlined by 62-610, Part III, FAC will be satisfied using sodium hypochlorite (NaOCl) addition to the chlorine contact tanks to meet the required CT value of 25 mg/L-min at peak hourly flow. A chlorine residual of 1 mg/L or greater after 15 minutes of contact time at peak hourly flow is also required. In addition to the FAC rules, EPA *Class I Reliability Standards* must be met at the West Villages WWTP, requiring that with the largest flow capacity unit out of service, the remaining units must have a design flow capacity of at least 50 percent of the total design flow.

The chlorine contact tanks shall be designed such that each basin can be operated and monitored independently. Each basin will be equipped with a drain for cleaning purposes. The tanks will provide for plug flow conditions that will be constructed in a serpentine fashion, utilizing baffles and deflection guide vanes to minimize short-circuiting. The tank geometry shall be configured to easily accommodate a retrofit installation of ultraviolet (UV) disinfection equipment shall that option be desirable in the future. A summary of the chlorine contact tank design criteria is provided in Table 10-1.

**Table 10-1. Chlorine Contact Tank Design Criteria**

Parameter	Units	Phase 1 (2 mgd)	Phase 1 (3 mgd)	Phase 2 (6 mgd)
Number of Basins	-	2	2	3
<b>Basin Dimensions</b>				
Number of Passes	-	3	3	3
Width of Pass	Ft	6.5	6.5	6.5
Length	Ft	90	90	90
Side Water Depth	Ft	5	5	5
Total Basin Volume	Gal	131,300	131,300	197,000
Total Basin Volume (1 basin out of service)	Gal	65,700	65,700	131,300
<b>Hydraulic Detention Time</b>				
PHF (all basins in service)	Min	47	32	24
PHF (1 basin out of service)	Min	24	16	16
50% PHF (1 basin out of service)	Min	47	32	32
Estimated Chlorine Dosage	mg/L	12	12	12

The chlorine will be injected into the effluent from the filters so that it is mixed as rapidly as possible. Effective methods of mixing chlorine with the filter effluent include the use of:

- In-line static mixers.
- In-line mixers.
- High speed induction mixers.
- Pressurized water jets.
- Pumps.

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A projected chlorine dose of 12 mg/L was chosen as a conservative estimate for the West Villages WWTP disinfection based on typical chlorine doses at other similar facilities. The actual dose used by the plant will be determined by the chlorine demand of the plant effluent, plus the concentration required to maintain a 1 mg/L residual of chlorine throughout the chlorine contact tanks.

## 10.2 Chemical Addition

Chemicals used at the West Villages WWTP treatment processes will include liquid chlorine in the form of NaOCl for disinfection, coagulant addition to enhance filtration, and polymer addition in the sludge dewatering operation. Other possible chemicals that may be used at the facility could include a supplemental carbon source for denitrification, which may include methanol, acetic acid, sugar water or some other compound.

For the disinfection system, two NaOCl tanks will be provided for chemical storage of approximately 12 percent solution during the initial phase of the West Villages WWTP. The chemical storage tanks, metering pumps, and appurtenances shall be installed in a building, and space for an additional storage tank and metering pumps will be provided for Phase 2 flow conditions. The chemical storage facilities for NaOCl shall provide approximately 15 days of storage at MMADF conditions. In addition, the bulk storage tanks shall also contain an ultrasonic level indicators and a sight glass to monitor the available chemical.

The NaOCl will be fed with diaphragm metering pumps (2-operation and 1-standby). A containment structure capable of storing 125-percent of the total volume stored on-site. The containment area will be equipped with a drain for removing any chemical spills or clean-up of the area. In addition, the necessary safety equipment will be provided to mitigate potential hazards associated with usage.

To control the dosage of NaOCl added, a compound system that incorporates the flow and chlorine residual will be employed at the West Villages WWTP. In this operation, the control signals from the flowmeter and residual analyzer/recorder will be sent to a PLC to control the NaOCl dosage. In addition, NaOCl shall be capable of being added prior to the effluent filters and to the effluent weirs for the secondary clarifiers for algae control.

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# WEST VILLAGES WWTP DESIGN CRITERIA REPORT

## 11. EFFLUENT STORAGE AND PUMPING

Treated effluent will be stored on-site for subsequent pumping of the reclaimed water to storage ponds located in each Village. The West Villages will be responsible for the distribution, the final quality of the reclaimed water, and delivery of the water to the individual reuse system customers. The City's water quality requirements for reclaimed water must be met at the effluent end of the chlorine contact chamber as discussed in Section 3. All wastewater generated within the District will be reused within the West Village development. A deep injection well will be constructed for backup disposal during wet weather conditions in the event that reclaimed water demands are not high enough to accept all of the facility effluent or effluent does not meet reclaimed requirements. The deep injection well is anticipated to be constructed into the Oldsmar formation, and is scheduled to be operational by July 1, 2011. In the meantime, a reject storage pond or tank will need to be constructed to store all effluent that does not meet reclaimed water quality requirements.

### 11.1 Transfer Pumps

Depending on site conditions and the hydraulic profile, reclaimed quality effluent may have to be pumped from the chlorine contact tank effluent channel to the reclaimed or reject water storage ponds. It is preferred to flow by gravity from the chlorine contact tanks to the storage ponds or tanks, and will be dependent upon the type of storage facilities used. If required, the transfer pumps will be controlled based on water quality and flow parameters at the effluent of the chlorine contact tanks. The transfer pumps will be located in a wet well structure that will be constructed at the discharge end of the chlorine contact chamber. The wet well will be designed for build-out (Phase 2 flow conditions). The design criteria for the transfer pumps will be developed once the site considerations are determined.

### 11.2 Reclaimed and Reject Water Storage

The design criteria for effluent storage are based on FDEP requirements of 62-610, Part III, FAC for Slow-Rate Land Application Systems for Public Access Areas, Residential Irrigation, and Edible Crops. In the event that effluent water does not meet reclaimed water standards, storage must be provided prior to the alternative disposal method. Chapter 62-610, FAC requires capacity to provide three days of reclaimed water storage at AADF. This regulation also requires reject water storage capacity equal to one day of flow at AADF.

In order to meet the minimum requirements of 62-610, FAC, one 9.0-MG reclaimed water lined pond or ground storage tank and one 3.0-MG reject water lined pond and/or ground storage tank at a minimum will need to be constructed during the initial phase. These capacities provide 4.5 and 1.5 days of storage for reclaimed and reject water, respectively, for the 2 mgd Phase 1 option. In case of the 3 mgd Phase 1 option, the minimum capacities provide 3.0 and 1.0 days of storage for reclaimed and reject water, respectively. For the Phase 2 expansion to 6 mgd, one each of the same sized ponds and/or tanks will be added; to result in a total of 3.0 and 1.0 days of storage for reclaimed and reject water, respectively.

However, it should be noted that facilities without alternative effluent disposal capabilities, storage requirements exceeding 90-days are common. The engineer shall meet all criteria provided in Chapter 62-610.414, FAC, regarding wet weather, reclaimed water and reject storage requirements, and shall be

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acceptable to the City and FDEP. In determining the capacity of the storage facilities, the engineer will consider all requirements of Chapter 62-610.414, FAC, but not limited to:

- Reclaimed system needs.
- Climatic conditions.
- Evapotranspiration.
- Reclaimed water usage patterns.
- Water quality requirements.
- Capital and operation and maintenance (O&M) costs.

The results of the engineer's analysis for the storage requirements may dictate storage requirements other than that required by regulations. The engineer's analysis of the effluent and reject storage requirements will be submitted for approval, and the City's decision will be final.

There are two types of storage facilities that will be acceptable. The first type of acceptable storage is lined ponds. The ponds shall be lined with a liner material that is compatible with the effluent and environment. The liner material shall have a minimum documented service life of 20-years. The second type of storage that is acceptable is concrete tanks, which can either be covered or open top type. However, of the options available covered concrete tanks with a minimum volume of 2 MG per tank is preferred.

The storage facilities shall be designed for continuous flow-through or off-line storage, and shall have a minimum of 3-feet of freeboard. Provisions for algae control shall be incorporated into the design.

With regards to lined ponds or open top storage tanks there are concerns that include changes in water quality of the reclaimed water effluent that is pumped from these ponds and open top tanks. As noted previously, the City will be required to meet their effluent requirements at the discharge from the chlorine contact basin and not the point of leaving the reservoir. The principal problems with the storage of reclaimed water in open reservoirs are:

- Release of odors (i.e., hydrogen sulfide, etc.).
- Temperature stratification.
- Loss of chlorine residual.
- Low DO resulting in odors.
- Excessive growth of algae and phytoplankton.
- High levels of turbidity and color.
- Re-growth of microorganisms.
- Water quality deterioration due to bird and rodent populations.

The reclaimed water storage facilities will be certified to be capable of storing on-site all reclaimed water and reject water generated from the West Villages. If sufficient storage cannot be constructed, then an alternative means of effluent disposal (i.e., deep injection well, etc.) will need to be provided equal to the capacity of the West Villages WWTP.

### 11.3 Reclaimed Water Pumping

The West Villages WWTP reclaimed water will serve the West Villages area and will ultimately be connected to the City's reclaimed water system to allow distribution of effluent from the City's existing WWTP throughout portions of the District. A Reuse Water Use Plan may be required to assess the reclaimed water

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transmission system needs within the District. In accordance with the *Amended and Restated Utility Agreement*, the West Villages WWTP will pump water through the transmission main to open ponds located in the individual Village development. From the open ponds, the District will be required for distributing water to the customers of the system. Therefore, the reclaimed water pumping and transmission system will be designed as a low pressure system that is capable of providing system pressures between 40 and 50 pounds per square inch (psi) and will not be sufficient to operate individual irrigation systems. There shall be a minimum of three reclaimed water pumps (2-operating and 1-standby) equipped with VFDs installed during Phase 1. Each pump shall be designed with a peaking factor of 1.5 to provide capacity for peak reclaimed water demand events. The reclaimed water pumping system shall include a set of strainers with automatic backwashing system.

In the event that the demand for reclaimed water is low, water will be pumped from the reclaimed storage ponds to the deep injection well for disposal utilizing the reclaimed water pumps. Double check valves shall be provided to prevent contamination of the reclaimed water storage ponds. Alternative reclaimed water disposal options may become available after further evaluation of the reclaimed system demands.

## 11.4 Reject Water Pumping

Water stored in the reject water storage pond shall be sent to one of three locations within the West Villages WWTP. Depending on water quality parameters (i.e., turbidity, fecal coliform levels, etc.), reject water can be returned to:

- Downstream of the headworks following flow equalization.
- Prior to the effluent filters
- Deep injection well

## 11.5 Plant Water Pumping

Reclaimed water will also be used for non-potable water supply throughout the West Villages WWTP site. Plant water will be pumped from the chlorine contact tank effluent to supply water for on-site irrigation, cleaning, and wash down activities. Two plant water pumps shall be provided for plant water pumping throughout the facility. Design criteria for the plant water pumps and piping, inclusive of the irrigation system, shall be developed during design and shall be capable of providing sufficient demand and pressures for the system for anticipated Phase 2 flow conditions.

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# WEST VILLAGES WWTP DESIGN CRITERIA REPORT

## 12. SLUDGE HANDLING AND DISPOSAL

The solids handling system for the West Villages WWTP will be designed to produce a Class B biosolid. Solids handling and treatment processes for the West Villages WWTP will include aerobic digestion and dewatering, followed by off-site disposal. Lime stabilization or any stabilization process that utilizes lime or other alkaline product will not be permitted. The WAS production quantities and treatment processes are described in the following sections.

### 12.1 Sludge Quantities

Waste-activated sludge is a byproduct of the biological treatment process. The quantity of sludge production is a factor of the influent BOD<sub>5</sub> and TSS concentrations, the SRT, and the concentration of suspended solids in the clarifier underflow. Utilizing the BioWin™ model, the engineer will determine the quantity of sludge produced from the proposed biological treatment process and design requirements for various operational conditions. The design WAS loading rate is included below.

### 12.2 Aerobic Digestion

WAS will be pumped directly from the secondary clarifiers to the aerobic digestion tanks. The aerobic digesters will be aerated with coarse bubble diffusers. Decanting ability shall be provided in the aerobic digestion design. To meet Class B requirements for pathogen reduction the minimum SRT must be at least 40-days at 20°C, and a minimum volatile solids (VS) destruction shall be 38-percent. The feed solids concentration to the aerobic digestion will not be greater than 3.0-percent solids. Sufficient aeration will be supplied to the process to maintain a DO concentration in the aerobic digester between 1 and 2 mg/L. Using the BioWin™ model, the engineer will determine the final design criteria and requirements under various operational conditions.

Table 12-1 summarizes the minimum design criteria for the aerobic digestion process.

Parameter	Units	Phase 1 (2 mgd)	Phase 1 (3 mgd)	Phase 2 <sup>(1)</sup> (6 mgd)
Type of Digestion	-	Aerobic		
Number of Digesters				
Operating	--	1	1	2
Standby	-	1	1	1
WAS Production	ppd	7,100	9,200	21,400
MMADF Loading Rate	lb VS/d/ft <sup>3</sup>	0.02	0.015	0.022
MMADF Solids Retention Time	days	62	62	51

(1) Phase 2 based on expansion of the 3 mgd Phase 1 option.

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### 12.3 Sludge Dewatering

The sludge dewatering facilities will be designed to facilitate Class B biosolids disposal in accordance with 62-640, *Domestic Wastewater Residuals*, FAC as well as all requirements for 62-701, *Solid Waste Management Facilities*, FAC for landfill disposal of biosolids. Dewatering will be accomplished using either belt filter presses or centrifuges that will be constructed in an enclosed building. A belt filter press is a simple, slow moving device that achieves continuous dewatering, first by gravity drainage at the inlet section of the press and then by reducing the volume of material by squeezing out free water as it is conveyed to the discharge end between the belts under increasing pressure. In a centrifuge, sludge is fed at a constant flowrate into the rotating bowl, where it separates into a dense cake containing the solids and a dilute stream called the centrate. The sizing of the facilities the maximum monthly sludge volume expected during Phase 1, increased by a safety factor of 20-percent should be used, along with a minimum solids capture of 95-percent.

Polymer is injected into the sludge in upstream of each belt filter press or centrifuge as a conditioner to enhance the solids dewatering characteristics. Each of the sludge dewatering methods use differing quantities of polymers to dewater the sludge. Typically, a centrifuge uses approximately 15 to 25-percent more polymer than a belt filter press; however the centrifuges generally produces a dryer cake, which in most cases is approximately 2 to 3-percent dryer. The polymer system will consist of two storage tanks installed in a containment area that is capable of containing 125-percent of the total volume stored on-site. The containment area shall contain a sump for the collection of any spilled chemical or for normal clean-up that is accessible for pumping to a drain or to a waste handler. The bulk storage tanks shall also contain an ultrasonic level indicators and a sight glass to monitor the available chemical. Other components of the polymer system shall include an aging tank (1-day), two transfer pumps and a chemical feed pump (1 for each unit, plus 1 standby) for distribution of the polymer for conditioning the sludge for dewatering. The transfer and chemical feed pumps will be equipped with VFDs

Each press or centrifuge will have a dedicated positive displacement sludge feed pump and polymer feed pump that can be independently controlled. The centrate or filtrate which is the water removed from the sludge during the dewatering process, will be returned to the headworks for retreatment.

The dewatered sludge from the dewatering units will be discharged to a conveyance system, either a belt conveyor or shaftless auger screw conveyor for ultimate storage in a trailer for subsequent hauling to an off-site location for final disposal. The truck loading facilities shall be fully enclosed and shall be designed to load two trucks simultaneously. The truck loading facility shall be equipped with a drainage trough to collect any drainage and wash waters, and return these flows to the headworks for retreatment.

All equipment will be installed in a sludge dewatering building. The building will house the dewatering units, polymer feed pumps, the conveying system and the dual sludge truck loading facilities. The sludge dewatering building will be constructed to accommodate Phase 2 flow conditions. In addition, the sludge dewatering building will be equipped with an odor control system to minimize any odors from this area of the site.

The design criteria for the dewatering system is provided in Table 12-2.

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Table 12-2. Dewatering Design Criteria				
Parameter	Units	Phase 1 (2 mgd)	Phase 1 (3 mgd)	Phase 2 <sup>(1)</sup> (6 mgd)
Type of Dewatering	–	Belt Filter Press or Centrifuge		
Number of Units				
Operating	–	1	1	2
Standby	–	1	1	1
Solids Capture	%	95	95	95
Estimated Cake	%	16-20	16-20	16-20

Further refinement of the design criteria shall occur during final design. The engineer will provide an economic analysis for consideration of the sludge dewatering method to be chosen.

### 12.4 Sludge Disposal

Disposal of dewatered sludge will be accomplished by hauling the Class B biosolids to an off-site location. As described in Section 1, a Biosolids Master Plan is underway and may produce other sludge handling, treatment, and disposal options for the West Villages WWTP.

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# WEST VILLAGES WWTP DESIGN CRITERIA REPORT

## 13. FLOW METERING AND SAMPLING

Influent, effluent, sludge, and recycle flow metering and sampling locations will serve as monitoring points for permit compliance of the facility. Additionally, several other meters and sampling points will be accessible throughout the plant for operation and process control. The following sections describe the major provisions for flow metering and sampling throughout the West Villages WWTP site.

### 13.1 Influent Flow Metering and Sampling

An inline magnetic meter will be installed on the influent force main(s) from to the WWTP for measuring plant influent flow. The influent flow meter will be installed horizontally and above grade providing ease of access for maintenance. ~~A bypass line will be included to allow the magnetic meter to be removed or maintained while continuing influent flow to the treatment facility.~~

An automatic composite sampler will also be installed at the headworks in order to monitor influent wastewater characteristics. This sampler will be programmed to automatically collect samples required for analyses specified in the operating permit, as well as those required for operational process control.

### 13.2 Effluent Flow Metering and Sampling

Effluent flow will be measured over the chlorine contact tank effluent weirs utilizing ultrasonic level sensors. The sensor measures the height of the water over the weir and correlates it to a flow rate.

A composite sampler will also be provided just prior to the chlorine contact tank effluent weirs. This sampler will be used to collect samples for analyses required by the operating permit and for process control and performance evaluations. The individual composite sampler, weirs and sensors for each chlorine contact tank will allow the tanks to be monitored independent of one another.

High-level disinfection, described in Section 3.1, requires a maximum TSS of 5 mg/L prior to disinfection and a maximum turbidity of 2 NTUs. Therefore, an online turbidity analyzer will be installed at the influent to the chlorine contact tank to monitor the turbidity concentration prior to disinfection.

High-level disinfection requirements also call for a minimum chlorine residual of 1 mg/L at the chlorine contact tank effluent. Therefore, an online chlorine residual analyzer will be provided at each chlorine contact tank effluent weir to monitor effluent chlorine residuals. The chlorine contact tank flow meters may also be used to pace various chemical feed systems and pumping equipment. Additionally, an automatic pH meter will be installed at the effluent from the chlorine contact chamber.

### 13.3 Other Miscellaneous Flow Metering and Sampling

In addition to the magnetic flow meter installed at the Headworks, magnetic flow meters will also be installed on the IRML, RAS and WAS lines to measure flowrates for process control. The flow meters will record total flow, as well as instantaneous flow on circular charts.

*Other monitoring devices that will be installed for process control include a dissolved oxygen sensor in the aeration basins of the biological treatment system to regulate the aeration system, as well as an analyzer to monitor ammonia, nitrite, and nitrate in samples from each process stage. Each sample point will be controlled by a motor operated ball valve on the vacuum side of the pump, activated by signals from a controller. Filtered samples are accumulated and pumped to the analyzer for analysis.*

*A dedicated 4-20 mA signals for each parameter and each sample point (or a serial output) shall be provided by the system.*

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# WEST VILLAGES WWTP DESIGN CRITERIA REPORT

## 14. ELECTRICAL AND INSTRUMENTATION SYSTEMS

### 14.1 Electrical

Two separate and independent sources of electric power shall be provided to the project site in accordance with *Class I Reliability Standards (USEPA, 1974)*. The local utility will provide one source of utility power from a nearby distribution grid, and a single diesel engine generator will provide a second source of required standby power. An automatic transfer system will start generator and switch breakers as required to maintain service to all areas of the plant. The recommended design shall comply with the most recent version of the *Recommended Practice for Emergency and Standby Power Systems for Industrial and Commercial Applications (IEEE)*. The emergency generator shall be sized for the Phase 2 loads, and shall be capable of running the entire facility during a power outage. Consideration should be given to locating this generator in a building or self-enclosed structure. If located in a self-enclosed structure, the enclosure should be of a material that is compatible with the environment, and shall be provided with a 10-year guarantee. In addition, adequate cooling and ventilation, fuel storage (minimum 7-days), starting readiness, and service availability should be considered. Loads that can not tolerate any outage, such as the computer system, shall be provided with an uninterruptible power supply (UPS) system.

Power distribution throughout the site will be at low voltage (480 volt), and will be based on the system reliability that is required. The objective of the final electrical system will be to provide an adequately sized system that is safe and can be reliably and economically operated. The distribution system shall be configured as a dual-feed system, in which each area receives power from each side of the plant switchgear (designated the "A" side and "B" side), which in turn can receive power from a different connection to the utility and generators. This allows any portion of the switchgear or plant distribution system to be shut-down, whether due to failure or routine maintenance, while maintaining full plant operation and in most cases still providing redundant power to the facility.

The site lighting requirements should follow the procedures recommended by the *Lighting Handbook (IESNA, 1993)*. The lighting system will be designed for the safe and effective operation and maintenance (O&M) functions of the WWTP. In addition, adequate lighting shall provide the necessary security at the site during the evening hours. Most indoor lighting shall be fluorescent systems, unless in areas where instantaneous lighting is required such as passageways. All lighting fixtures in areas defined as hazardous (i.e., chemical storage areas, etc.) shall comply with Class I, Group D, and Division 1, as well as all other applicable codes. To increase reliability and reduce maintenance all lighting fixtures in the areas where chemicals are stored, high moisture (i.e., sludge dewatering building, etc.) and/or gases may be present (i.e., headworks, etc.) shall be of high quality and corrosion resistant. During daylight hours, the proper use of natural lighting will minimize the electrical lighting required indoors.

The outdoor lighting system shall be capable of providing a safe working environment and overall site security. Outdoor lighting shall be pole mounted, general-area lighting with localized, supplementary illumination at existing process tanks, building entrances, and WWTP entrance gates. The outdoor lighting shall be controlled by a combination of photo cells and manual switches. The lighting system shall be designed to minimize the glare and reduce the spread onto adjoining properties.

The specific requirements for emergency lighting systems shall be designed to meet the local and state building code requirements. The emergency lighting shall be designed to provide a safe exit from a facility

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during a general power failure and will be installed in all buildings and structures. The lighting systems shall be self-contained, self charging battery operated units with an illuminated face to denote points of exit from a structure.

Lightning and surge arresters to limit the voltage impressed on the winding of a transformer or motor caused by lightning or switching surges shall be provided throughout the West Villages WWTP site to protect all equipment installed at the site. Surge arrestors and surge capacitors shall be located as close to the motor as possible. For economical reasons, lightning and surge arrestors can be installed in switchgear or motor control center (MCC) to protect a group of motors tied to such a source.

## 14.2 Instrumentation

The WWTP will be provided with state of the art instrumentation that includes redundant instruments for critical process parameters, local displays, manual controls, distributed programmable logic controllers, and a central control room in the operations building with computers and graphics for the supervisory control and data acquisition system (SCADA). ~~The individual process instruments were identified in the individual sections of this report, and include all instruments to meet the design intent required by the City for the operation of the West Villages WWTP. The engineer will provide the City with a listing of proposed instruments for approval prior to initiating final design.~~

Additional characteristics of the instrumentation and SCADA systems will include the following:

- Allen Bradley SLC500 programmable logic controllers (PLCs)
- Software typical of Intellection or RSVIEW for video display at SCADA work stations
- Work stations shall include a SCADA alarm package.
- Fiber optic communications between PLCs and SCADA computers.
- SCADA work stations shall include capability for future wide area network (WAN) connection

Process flow diagrams (PFD) and process instrumentation diagrams (P&ID) will be developed by the engineer that will include, but not limited to all valves, pipe material and sizes, flow stream, all process and mechanical equipment, instrumentation and control panel designations, basic electrical requirements, numbers and types of signals. Further characteristics and design criteria of the instrumentation and SCADA system for the treatment plant and the remote facilities will be developed during the preliminary and final design phases. The control system architecture will be configured to assist in preventing upsets to the WWTP treatment processes. Online monitoring and instrumentation at key locations throughout the facility will be provided to aid operation and process control. Location of the online monitoring and instrumentation shall be provided to the City for approval, prior to initiating final design.

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# WEST VILLAGES WWTP DESIGN CRITERIA REPORT

## 15. SITE CONSIDERATIONS

Key elements in the planning of the West Villages WWTP are the selection of an appropriate site, general layout requirements, future needs, and pending and potential future regulatory changes. It is understood that the WVID will provide the City with a minimum 135 acres to support the siting of the 6.0 mgd West Villages WWTP and the 6.0 mgd West Villages water treatment plant (WTP). Site considerations for the West Villages WWTP and related on-site facilities will be coordinated to develop the best layout for future expansions and optimal traffic patterns throughout the site. All process tankage shall be designed in such a manner that repumping, other than the effluent transfer pumps will not be required.

### 15.1 General Layout of WWTP Facilities

The following factors shall be considered in the development of the West Villages WWTP layout:

- Meet space requirements for future expansions.
- Optimize layout and group similar unit processes together to reduce pumping distances and long distances of large diameter yard piping.
- Provide adequate site access for trailers, tanker trucks, and delivery vehicles to required areas in the facility.
- Provide sufficient open space for future expansion to 6.0 mgd.
- Provide adequate space where deep foundations or tanks are to be constructed adjacent to existing shallow foundations or tanks in the future.
- Provide sufficient hydraulics between unit processes to permit increases in flows and permit adequate distribution of flow among multiple unit processes.
- All process tankage and equipment shall be sized to meet the Class I requirements outlined in Design Criteria for Mechanical, Electric, and Fluid System and Component Reliability (USEPA 1974).
- Flexibility (i.e., valves, bypasses, etc.) to permit various operating conditions to allow the operations staff to accommodate changes in wastewater characteristics.
- Leave open space for buffering requirements.

### 15.2 Related Facilities and Components

In addition, the facilities shall include a number of buildings located throughout the site to support the staff and operations of the West Villages WWTP. These buildings shall be provided with sufficient parking for all personnel, disabled employees, and any visitors to the site. The buildings that will be sited at the West Villages WWTP include the following:

- Administration building, which shall provide space to be provided for offices, storage, and process monitoring and control. In addition, this building will include a process control workstations and laboratory space for the WWTP. Space shall be provided for control rooms, process laboratory functions, locker/shower facilities, break area, offices, and storage.
- Electrical power distribution and standby power generation building and miscellaneous motor control centers (MCCs).

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- Maintenance and storage facilities for the WWTP space shall be provided for general maintenance of equipment and vehicles, parts storage and inventory records storage, maintenance logs record storage, and offices. All paints, lubricants, pesticides, herbicides and similar toxic and flammable, and hazardous materials shall be stored in an isolated, secure area of the facility with adequate ventilation.
- Chemical storage buildings to store chemicals that will be used on-site (i.e., NaOCl, polymers, etc.). The buildings shall be enclosed and provide for adequate ventilation; storage for future tanks, equipment, piping and appurtenances; containment areas; and delivery access for off-loading the chemicals. The chemical unloading areas shall be designed in such a way that when deliveries are made, access to and around the WWTP are not blocked. If at all possible, a central facility for chemical storage and handling is preferred for safety and handling efficiency.
- Sludge dewatering building to dewater and store the dewatered sludge. The sludge dewatering building shall be enclosed and sized for future conditions (Phase 2 flow conditions) and provide the adequate ventilation; space for future equipment, piping, pumps, and appurtenances; offices for monitoring and control of the sludge dewatering equipment; chemical storage of the polymer, if not in a central chemical building; and access for maintenance and removal of equipment.

All buildings shall be designed to integrate into the surrounding area and be of a similar architecture to the WVID neighborhoods.

Other components of the WWTP include the following:

- Landscaping plan and irrigation system.
- Instrumentation and control.
- Control of odor, noise, and lighting impacts.

### 15.3 Overall Site Security

Ever since September 11, 2001, security protection of the City's system with regard to protecting their utility system against malevolent acts and other threats has been a priority. The primary goal of a security system is to mitigate the risks associated with operating the City's wastewater facility, inclusive of collection, treatment, storage, and disposal. The design, implementation and operation of a secure wastewater system and internet working environment will be an ongoing and ever-changing practice for the City. A security program has many components and is constantly evolving and subject to continual changes and updates.

The recommended design standards represent the physical requirements for security at the West Villages WWTP. However, as in all computer and electronic systems, security is ever changing; therefore, the requirements associated with the City's SCADA and computer system will be addressed during final design.

Since the WTP site will be located on the same property and that access from the WWTP to the WTP internally will be a requirement of the City, the site must be treated as if it was a WTP. The physical security measures that will be installed at the West Villages WWTP will include:

- Installation of a new perimeter fence inside the established facility boundary. The recommended perimeter fence will be a 10-foot tall security black vinyl coated chain link fence with 1-inch mesh openings.
- Place "No Trespassing - Violators Will Be Prosecuted" signage every 150-feet along the perimeter fence. A 10-foot buffer around the entire fence line will be cleared to provide the operation staff with a clear view of the perimeter fence.

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- Install an intrusion detection system on the perimeter fence, such as fence mounted intrusion detection or exterior passive infrared (PIR) sensors, microwave or dual technology (PIR and microwave) sensors.
- Installation of a perimeter video surveillance cameras (i.e., PTZ domes). Additionally, a CCTV surveillance camera system shall be provided for the control room and interiors of all buildings that have chemicals store, and the entrance gate and all entrance doors for the buildings located on-site. The digital video recording system shall have a 7- to 10-day storage capacity.
- Install a cantilevered motorized gate to maintain site security. Provide an access control reader at the main vehicle access gate for employee entrance that will document entrance and egress from the site. In addition, a remote video/entrance intercom station for admittance of visitors in vehicles will be provided.
- Provide for access control to all buildings a card reader access control system (e.g., magnetic stripe, proximity or smart card) on select exterior entrance doors and control room (in and out).
- To eliminate any site access using bolt cutters, all padlocks and chains shall be forged hasp and shackle-protected padlock assembly.

## 15.4 Stormwater Management Plan

A Stormwater Management Plan shall be developed that will provide stormwater management practices for the overall plant site and all facilities (i.e., ponds, piping, etc.) shall be sized for the anticipated build-out required for Phase 2 flow conditions.

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# WEST VILLAGES WWTP DESIGN CRITERIA REPORT

## 16. OTHER DESIGN CONSIDERATIONS

This section assesses the other design considerations, including environmental effects of the project such as noise and odor control, public accessibility, proximity to existing and proposed residential neighborhoods, flood protection, lighting, and aerosol drift, transitional plans and submittal requirements.

### 16.1 Odor Control

The design of the WWTP will incorporate measures to reduce offensive odors, especially hydrogen sulfide, which can be detected at very low concentrations. The development of an odor control strategy shall be carefully planned based on the location of the odorous air streams, the compounds generating the odor, and the best abatement technology to mitigate the particular odors. The treatment technologies used for odor control likely will include a combination of two or more of the following: process unit containment covers, chemical scrubbers, biological scrubbers, and/or chemical/biological combination systems.

Provisions for odor control shall be provided at the following locations, at a minimum, in the WWTP:

- Headworks, including screens and grit removal.
- Flow equalization tanks.
- Sludge dewatering facilities.

### 16.2 Noise Control

Equally important is the assurance that noise created within the facilities shall not disturb the surrounding community. In addition, the health and safety of the facility operations staff must be considered. Several methods to reduce or eliminate potential sources of noise will be implemented at the WWTP. The three primary noise attenuation strategies include consideration of the source that generates the noise, the path through which the noise is transmitted, and the receiver who hears the noise. Noise reduction opportunities at the WWTP are limited to reducing the noise at the source or modifying the transmission path through which the noise will travel.

Noise reduction at the source is dependent on the type of process or equipment creating the noise. The most effective noise attenuation is to enclose the equipment in a building when possible, such as for pumps, blowers, VFDs, or other mechanical equipment. Sound attenuation panels can be installed on the walls or ceilings of these buildings. Manufactured noise suppression equipment can also be installed, if desired. Throughout the design process, computer simulated noise contour maps will be produced to evaluate the areas in which noise attenuation is required. The followings areas are expected to receive noise attenuation equipment:

- Odor control systems.
- Aeration blowers.
- Sludge dewatering facilities.
- Backup power generators.
- Miscellaneous pumps and motors.

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### 16.3 Lighting

Lighting throughout the WWTP site shall provide safety and security without disturbing neighboring residential areas. Specific lighting levels indoors and outdoors shall be established per the latest version of the Illuminating Engineering Society of North America Lighting Handbook (IES, 2000).

### 16.4 Other Environmental Effects

The plant buildings and equipment shall be constructed and installed so that all electrical and mechanical equipment is protected from the 100-year flood level elevation. Additionally, all facilities shall be designed so that the facility is fully accessible and operational at the 25-year flood elevation.

Public accessibility to the facility shall be available at designated portions of the site. Signs and lighting shall be installed to direct the public to the public areas of the site.

### 16.5 Design Submittals

The goal of the design phase will be to prepare construction drawings and specifications to capture the concepts and intent of the City. The engineering plans and specifications completed by the engineer will clearly document the efforts of the planning and final design phases of the 2.0 mgd West Villages WWTP with ultimate capacity of 6.0 mgd AADF. Throughout the process a series of submittals will be required for review by the City. These documents include, but not limited to the following:

- All reports and exhibits associated with the site and environmental permitting. These documents may include, but not limited to aerial photos of existing land use and vegetation mapping, habitat and tree surveys, listed species surveys, delineation of jurisdictional wetlands, elevations of the wetland edge and seasonal high water levels for all on-site wetlands.
- Preparation of a Basis of Design Report, which will include all design decisions be made and endorsed by the City. The Basis of Design Report shall include:
  - The results of the BioWin™ dynamic process modeling software to simulate the overall water reclamation processes, including pretreatment, secondary, tertiary treatment and wet weather storage for the new West Villages WWTP. The process model simulations will include start-up, build-out and expansion conditions. In addition, the engineer will develop mass balances for the critical effluent water quality parameters.
  - Process flow diagrams and site layouts will also be developed. Site layouts will identify general flow stream layout and unit process locations; potential unit processes by phase and at build-out; anticipated increments for WWTP expansions based on anticipated projections; and setback requirements at existing and build-out on all sides of property.
  - Other process design concepts, which will include flow routing, hydraulic capacity assessment, layout of facilities, flexibility for future expansion, and reliable capacity based on selected design criteria. A hydraulic profile will be developed for average and peak flows and all internal recycle streams. The hydraulic profiles will be developed for existing and build-out conditions.
  - A preliminary power needs assessment for the facilities; including incoming power feed requirements and standby power generation requirements (including design outage criteria and plant loads during design outage).

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- A preliminary plant control system architecture diagrams and control and monitoring strategies for defining local manual/automatic and remote manual/automatic monitoring and process control requirements.
- An odor control, noise abatement, and lighting mitigation plans for the site.
- At budgetary-level opinion of probable construction cost, with the intention of developing a cost trending model to be utilized throughout the entire planning and design phases.
- The 30-percent design documents will consist of detailed drawings and specifications for the new West Villages WWTP complete with supporting documentation (e.g., geotechnical, survey, preliminary opinion of construction costs, etc.). Ten (10) sets of the following documents that will be submitted with the 30-percent design submittal include:
  - Civil engineering design, including site layouts, coordinate plan, design data, hydraulic profile, grading, roadway and paving design, outside pipeline, drainage design and site utilities.
  - Process/Mechanical engineering design, hydraulic profiles, mass balances, tankage and yard/process piping engineering drawings.
  - Generalize process and instrumentation diagrams.
  - Listing of major equipment proposed.
  - Listing of technical specifications (Divisions 1 through 17).
  - The subsurface soils investigation to ascertain what strata are present at each major structure to aid in design and bidding.
  - A probable opinion of construction cost.

A design review workshop will be conducted with the City to review the 30-percent submittals.

- Based on the review comments received from the City for the 30-percent design submittals, 60-percent submittal documents will be prepared. In addition to updating the Civil, Mechanical and Structural engineering drawings that were submitted with the 30-percent design documents additional disciplines will be submitted to complete the design documentation. Ten (10) sets of the following documents that will be submitted with the 30-percent design submittal include:
  - Structural engineering design, including process tankage structures, on-site buildings, and miscellaneous structures.
  - Electrical drawings showing the design for site power distribution, panel design, building power distribution, logic and control wiring, lighting and other details of electrical power supply and control. Site power plans, one-line diagrams, schematics, as required, power and lighting plans and details of electrical installation etc.
  - Instrumentation drawings for a complete and integrated control system for all powered equipment utilizing instrumentation for control. Instrumentation drawings shall include diagrams depicting functional relationships among equipment and control instrumentation and detailed configuration of control panels, etc.
  - HVAC and Plumbing drawings showing the building air handling systems, plumbing layouts, etc.
  - Architectural drawings showing the building views, internal layouts, windows, doors, etc.

Similar to the design workshop for the 30-percent submittal, a design review workshop will be conducted with the City to review the 60-percent submittals.

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- Based on the review comments received from the City for the 60-percent design submittals, 90-percent submittal documents will be prepared. Ten (10) sets of the 90-percent design package will be submitted to the City for their review and comment, which will include all engineering drawings, specifications and probable opinion of construction costs.

A design review workshop will be conducted with the City to review the 90-percent submittals.

- Based on the review comments received from the City for the 90-percent design submittals, 90-percent submittal documents will be prepared. Ten (10) sets of the 100-percent design package will be submitted to the City, which will include all engineering drawings, specifications and probable opinion of construction costs.

## 16.6 Transitional Plan

WVID shall not commence Start-Up of the West Villages WWTP until after the satisfaction of all of the following conditions:

- Necessary utilities are connected and functioning properly; and
- The City has reviewed and approved WVID's plan for achieving substantial and Final Completion of that Phase. Alternatively, Substantial Completion of the West Villages WWTP shall occur on such earlier date (than would otherwise be required) as certified by the City, who shall have the discretion to waive any of the foregoing conditions.
- WVID shall submit a proposed final Punch List to the City when WVID believes that Substantial Completion has occurred. The City shall concur or make additions to the proposed final Punch List.
- WVID shall give the City at least 30-days' prior written notice of the expected dates of Substantial Completion and Start-Up operations in preparation for Testing.
- For the purpose of Start-Up and Testing of the WWTP, the City shall allow WVID to take wastewater influent from the wastewater collection system. WVID shall dispose of all wastewater influent, treated wastewater, and other wastewater and process water used in Start-Up and Testing operations in accordance with Applicable Law.
- WVID shall prepare a Start-Up and Testing Plan for acceptance by the City.
  - WVID shall conduct Testing in accordance with the approved Start-Up and Testing Plan for the related work for the West Villages WWTP and provided to the City prior to the relevant Substantial Completion at no additional cost or expense to the City.
  - WVID shall notify the City when each test will occur with the advance notice period required herein.
  - WVID shall permit the City to inspect the preparations for each test and to be present at all testing.
  - Within 10-business days, or as soon as possible thereafter, in any case, following successful conclusion of all testing, WVID shall furnish the City with a Testing Report. The City shall determine within 10-business days of its receipt of such report, whether it concurs that all tests have been passed. If the City states in writing that it concurs, WVID's obligation for Testing shall be deemed to have been permanently discharged from the date of WVID's Testing Report.
- Final completion shall be achieved for West Villages WWTP when all of the following conditions have been satisfied for that project, but in any event, not more than 90 days from the date of

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Substantial Completion. Warranties shall commence at time of Final Completion, final acceptance by the City and submittal of all items listed below.

- A certificate of occupancy has been issued for all applicable portions of the project.
- Successful Testing of the facilities and equipment associated with West Villages WWTP has occurred.
- All Construction Work (including all items on the Final Punch List ) associated with the West Villages WWTP is complete in compliance with all state and federal regulations, and so certified by WVID's engineer of record.
- WVID has certified that the Work associated with the West Villages WWTP has been constructed in accordance with the Design Criteria, including any Change Orders.
- WVID has certified that all work associated with the West Villages WWTP complies with the FDEP permits and all other permits have been met.
- WVID has delivered to the City all title transfer documents deemed necessary or useful to the City to vest the City in full unencumbered fee ownership of the Work, including, but not limited to, quitclaim deeds, lien waivers, releases, assignments, licenses and other documents to convey title to real, personal and intangible property.
- WVID has demonstrated that the Work associated with the West Villages WWTP operates as intended and within the limits.
- All applicable approvals and permits required under Applicable Law necessary for the continued routine operation of the West Villages WWTP have been obtained by WVID, are in full force and effect and have been delivered to the City;
- WVID has delivered to the City a final and complete reproducible set of record documents, together with ten (10) copies in a size and form required by the City and the Design Criteria, including an electronic copy thereof in such format as the City may specify.
- WVID shall be in possession of, and shall have delivered to the City, three (3) copies of the warranties of machinery, equipment, fixtures and other components constituting a part of the. The Work, together with ten (10) copies of all related operating manuals supplied by the equipment supplier for the West Villages WWTP, including an electronic copy thereof in such format as the City may specify.
- WVID has furnished to the City all other material and documents required to be delivered prior to Final Completion hereunder.

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# WEST VILLAGES WWTP DESIGN CRITERIA REPORT

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## 17. REFERENCES

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United States Environmental Protection Agency (USEPA). Design Criteria for Mechanical, Electric, and Fluid System and Component Reliability. USEPA Office of Water Program Operations Municipal Construction Division. EPA Document 430-99-74-001. USEPA: Washington, D.C. (1974).

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Illuminating Engineering Society of North America (IES). Illuminating Engineering Society of North America Lighting Handbook: Reference and Application. (Mark S. Rea, Editor). IES: New York (2000).

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18. LIMITATIONS

**Report Limitations**

This document was prepared solely for the City of North Port in accordance with professional standards at the time the services were performed and in accordance with the contract between North Port and Brown and Caldwell dated January 23, 2006. This document is governed by the specific scope of work authorized by the City of North Port; it is not intended to be relied upon by any other party except for regulatory authorities contemplated by the scope of work. We have relied on information or instructions provided by the City of North Port and other parties and, unless otherwise expressly indicated, have made no independent investigation as to the validity, completeness, or accuracy of such information.

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**Exhibit F**  
**Plant Transition Plan**

**GENERAL**

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

District shall exercise its best efforts to achieve substantial completion, Substantial Operational Status, Start Up, Test, and achieve Complete Operational Status and final completion of the Facilities required to be built by this Agreement. The term "Substantial Operational Status" shall be defined as sufficient completion of the project or the portion thereof to permit utilization of the project, or portion thereof for its intended purpose in accordance with City approved plans, specifications and operational requirements. Substantial Operational Status requires not only that the work be sufficiently completed to permit utilization, but that the City can effectively utilize the subject work. Determination of Substantial Operational Status is solely at the discretion of the City. Substantial Operational Status as used herein does not mean substantially complete in accordance with the applicable construction contract nor shall the Contractor rely upon same. The term "Complete Operational Status" shall be defined as the date that the City determines that the work is complete and notifies the District in writing of the acceptability of the work.

The terms "Substantial Operational Status" and "Complete Operational Status" shall use the dates assigned to the phrases substantial and final completion in the Construction Contract Documents (collectively, "Construction Contract") executed by the District for the Facilities. Unless otherwise provided in the Construction Contract, neither the District nor the City shall occupy a Facility or assume operational control before that Facility is deemed substantially complete pursuant to the Construction Contract.

The "Transition Period" shall be the time between the date on which the District is notified by the Contractor that a Facility is substantially complete under the Construction Contract, and the date on which the Facility is determined to have achieved final completion, as determined by the Construction Contract. During the Transition Period, the City may occupy the Facility and begin to assume operational responsibilities according to the terms of the Agreement and this Transition Plan. The Facility will also undergo Start Up and Testing, as defined in this Exhibit F, according to a site-specific Start Up and Testing Plan approved by the Parties. Unless otherwise provided in the Agreement or in this Transition Plan, the Parties intend that City promptly accept unqualified ownership and operational responsibility for the Facility in the manner provided herein.

The Start Up and Testing procedures described herein shall be applied to each Facility, using "make up" water consisting of surface water, ground water, or, in the case of the Wastewater Facility, treated effluent if reasonably available from another utility system. Each mechanical, electrical, instrumentation, and HVAC piece of equipment installed, and

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structural components constructed under this contract shall be tested to demonstrate compliance with the performance requirements of Contract Documents.

Start Up and Testing procedures for the Wastewater Facility shall include performance testing of all of its functions with the exception of biological treatment performance. Upon completing system Start Up and Testing, the District will submit the required permitting documents to the Florida Department of Environmental Protection ("FDEP"), requesting certification that the Facility is ready to be placed into operation. Upon receipt of written certification from FDEP, raw wastewater will be diverted to the Wastewater Facility, which will then be deemed to have been placed into operation ("Placed into Operation"). While the facilities have been placed into operation, actual ownership by the City will not take place until all of the requirements for Complete Operational Status have been satisfied pursuant to following Paragraph D, and the City accepts the Facility in writing pursuant to Paragraph E.

The City shall be deemed to have unconditionally accepted ownership of the Facility for all purposes ("Acceptance") upon completion of all requirements associated with this Transition Plan, pursuant to Paragraphs D and E, herein. The Parties acknowledge, upon Substantial Operational Status, as defined herein, that City personnel may occupy the Facility and be undergoing training prior to the date of Complete Operational Status. Such occupancy, training, inspection and other preliminary activities shall not by themselves constitute Acceptance by the City. The City shall assist the District during the Transition Period and shall not by its conduct unreasonably impede or delay the District's Transition process or the schedule for final completion or Complete Operational Status of a Facility.

During the time between substantial and final completion, as set in the Construction Contract Documents, operation of a Facility will be the responsibility of the City. Should the District fail to meet final completion as set forth in the Construction Contract within 90 days from the date of Substantial Operational Status, any City operational and engineering costs for the Facility that are a result of such delay shall, beginning on the 91<sup>st</sup> day, be charged to the District.

## **ACTIONS PRIOR TO CITY OPERATION OF A FACILITY**

### **A. NOTICE OF SUBSTANTIAL COMPLETION AND SUBSTANTIAL OPERATIONAL STATUS**

The District, on considering the work to be substantially complete and ready for its intended use under the Construction Contract, shall endeavor to give the City at least 30 business days prior written notice of the expected date of substantial completion as defined under the Construction Contract. Within five business days after the District determines that the work is substantially complete and ready for its intended use under the Construction Contract, the District shall give the City written notice certifying the determination of substantial completion. The notification shall include an itemized list of remaining incomplete work, if any, and the date for completion of incomplete work. If the City determines that the work has not achieved Substantial Operational Status as defined herein, it will so notify the District in writing within 10 business days identifying the reasons for such a determination. However, if the City finds the work to have achieved Substantial

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Operational Status, it will meet with the District and the District's Engineers within 5 business days of the District's determination of substantial completion to:

1. Jointly prepare a punch list of incomplete items of work;
2. Provide a list of City operational staff that will undergo training by equipment suppliers;
3. Jointly define the division of responsibility between City and District, such as, but not limited to, security, operation, maintenance, utilities, insurance, and warranties; and
4. Describe any other issues related to achieving Complete Operational Status.

The City, which has sole discretion for determination of Substantial Operational Status, will review the District's certification that the work is substantially complete and, upon determining that the work has achieved Substantial Operational Status, will notify the District in writing within 5 business days that the work has achieved Substantial Operational Status. The acceptance notice will summarize the meeting with the District and include a punch list of incomplete work items, the date for their completion, the division of responsibility between City and District, and describe any other reasonable terms of acceptance. The District will acknowledge receipt of the acceptance notice in writing, indicating acceptance of all of its terms and provisions consistent with the City / District meeting.

#### **B. SITE SPECIFIC START UP AND TESTING PLAN.**

Prior to its determination of substantial completion of a Facility, District will submit to the City in writing a proposed Site-Specific Start Up and Testing Plan, which shall include, as appropriate, detailed provisions for Start Up, Testing, training protocols, procedures for the delivery, use and disposal of raw water, wastewater, treated water, treated wastewater or other water to be used, processed or produced during the start-up and testing of the Facilities, any action necessary to activate Facility operations and functions and a tentative schedule for transfer of the Facility from the District to the City.

District shall develop test plans detailing the coordinated, sequential testing of each item of equipment and system installed as part of this work. Each test plan shall be specific to the item of equipment or system to be tested. Test plans shall identify by specific equipment or tag number each device or control station to be manipulated or observed during the test procedure and the specific results to be observed or obtained. Test plans shall also specifically identify the support systems required to complete the test work, temporary systems required during the test work, subcontractors' and manufacturers' representatives to be present and expected test duration.

The proposed Site-Specific Start Up and Testing Plan shall be submitted to the City within 120-days prior to the scheduled date for substantial completion of the works under the Construction Contract. City will review and approve or request modification of the Site Specific Start Up and Testing Plan. The City shall provide all comments on each Site Specific Start Up and Testing Plan within 14 business days of receipt. City approval of a Site Specific Start Up and Testing Plan shall not be unreasonably withheld or

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delayed.

**ACTIONS AFTER CITY COMMENCEMENT OF OPERATIONAL ACTIVITIES FOR A FACILITY**

**A. START UP PROCEDURES.**

**1. PREREQUISITES TO START UP.**

District shall not commence Start Up of any Facility until the following conditions precedent have been satisfied:

- a) The Facility is substantially complete as defined in the Construction Contract; and
- b) The City has determined that the work has achieved Substantial Operational Status; and
- c) Necessary utilities are connected and functioning properly. If the testing requires the availability of auxiliary systems such as looped piping, electrical power, compressed air, control air, or instrumentation, which have not been placed into service, the District shall provide acceptable substitute sources, capable of meeting the requirements of the equipment, device, process or system to be tested; and
- d) City has approved District's Site Specific Start Up and Testing Plan for the Facility.

**2. NOTICE OF START-UP**

District shall endeavor to give the City at least 30 days prior written notice of the expected date of the initiation of Start Up and Testing, and in no case shall this be less than 20 days advance notice.

**3. WATER FACILITIES.**

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

**4. WASTEWATER FACILITIES.**

For the purpose of Start Up and Testing of the Wastewater Facilities, the District shall be allowed to use water from the City's potable water system at a rate equal to the City's bulk rate at the time the Testing is performed, or use water from the District's raw water wells. District shall dispose of all treated wastewater and

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other wastewater and process water used in Start-Up and Testing operations in a lawful manner.

**B. TESTING PROCEDURES.**

1. District shall endeavor to give the City at least ten (10) business days prior written notice of the expected date of initiation of Testing.
2. District shall conduct Testing at no cost or expense to the City in accordance with each Facility's approved Site Specific Start-Up and Testing Plan.
3. District shall notify the City when each specific test will occur with a minimum ten (10) business days advance notice period required herein. All tests shall be conducted during normal business hours and shall comply with the Start-Up and Testing Plan. The City shall provide appropriate staff to witness and verify all tests.
4. District shall permit the City to observe and inspect the preparations for each test.
5. As soon as possible, but in no case as longer than ten (10) business days following conclusion of each Test, District shall furnish the City with a Test Report.
6. Within five (5) business days of its receipt of such Test Report, the City shall advise the District in writing whether it concurs that the test has been passed. If the City concurs, District's obligation for testing such Facility shall be deemed satisfied and District shall be permanently discharged from responsibility as of the date of District's Test Report.
7. If the City does not concur that the test has been passed, the City shall within the five (5) business day review period send written notice to District of the basis for its decision. In the event of non-concurrence, the parties shall meet within three (3) business days of the City's written notice to attempt to resolve their differences. Failure to resolve their differences within an additional five (5) business days shall entitle either party to invoke the dispute resolution procedures defined herein. At any time prior to achievement of Complete Operational Status, District shall have the right to repeat any test in order to demonstrate successful completion. Any re-test of a Facility or any component thereof shall comply with the notice, inspection and other procedural provisions identified herein.
8. Once all equipment and systems have been tested individually, the District shall fill all systems except wastewater, scum sludge and other wastewater derived systems with the intended process fluids. Wastewater-derived process systems shall be filled with water. After filling operations have been completed, the City shall operate all systems for a continuous period of not

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less than thirty (30) days, simulating actual operating conditions to the greatest extent possible. The District shall install temporary connections, bulkheads and make other provisions to re-circulate process fluids or otherwise simulate anticipated operating conditions. During the operational testing period, the City and District shall monitor the characteristics of each machine and system and report any unusual conditions.

**C. PUNCH LIST PROCEDURE**

When District determines that substantial completion as defined in the Construction Contract has occurred for a Facility, District shall submit a proposed Punch List to the City. The City shall either concur or make proposed additions to the proposed Punch List within five (5) business days of its receipt. The City and District shall then address any differences in opinion with respect to the correction or completion of proposed Punch List items, which Punch list shall thereupon become final and binding upon the Parties. Completion of the agreed Final Punch List work shall be verified by a final walk-through of the Facility conducted by the City and the District. Upon verification of completion, the City shall execute a written document evidencing its acceptance of all Punch List Work.

**D. COMPLETE OPERATIONAL STATUS PROCESS**

Complete Operational Status as defined above shall be achieved when the following conditions precedent have been satisfied, but in no event shall final completion as defined in the Construction Contract be more than ninety (90) days from the date of Substantial Operational Status. Should the District fail to achieve final completion within ninety (90) days from the date of Substantial Operational Status; any operational and engineering costs of the City derived as result of such delay shall, beginning on the 91<sup>st</sup> day, will be charged to the District.

1. A Certificate of Occupancy ("CO") has been issued by the City for the Facility; and
2. The Facility has passed all Testing, which fact has been confirmed in writing by the City; and
3. All construction work (including correction of all items on the Final Punch List) on the Facility is complete, in compliance with this Agreement and has been so certified in writing by District Engineer and required approvals from other required regulatory agencies have been obtained; and
4. District Engineer has certified by affidavit that the work associated with the Facility has been constructed in accordance with the Design Criteria Report (Exhibit E) or as mutually agreed upon in writing and the Construction Contract, including any Change Orders thereto; and
5. District Engineer has certified that all work associated with the Facility complies with the FDEP and all other required construction and operational

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permits and

6. Either Fourth Quarter or District, as appropriate, has delivered to the City all title transfer documents required by the City necessary to vest the City with full, unencumbered fee ownership of the Facility, including, but not limited to, quitclaim deeds, lien waivers, releases, assignments, licenses and other documents to convey title to real, personal and intangible property; and
7. District has completed the start up and testing plan in accordance with this Transition Plan, certified the Facility to FDEP, obtained approval from FDEP to place the Facility into operation, and has placed the Facility into operation; and
8. All approvals and permits necessary and required for the continued routine operation of the Facility have been obtained by District, are in full force and effect and have been delivered to the City; and
9. District shall have delivered to the City a final and complete reproducible set of record documents specified in its Construction Contract (e.g., Record Drawings, Specifications, etc.), together with ten paper copies in a size and form required by the City and the Design Criteria Report, and an electronic copy thereof in such format as the City shall specify; and
10. District shall have delivered to the City, the manufacturers' warranties for the machinery, equipment, fixtures and other components constituting a part of the Facility, together with ten copies of all related operating manuals provided by the equipment supplier for the Facility, including an electronic copy thereof in such format as the City shall specify; and
11. District has furnished to the City all other material and documents reasonably required to be delivered to the City in writing prior to final completion as defined in the Construction Contract.

E. **CITY ACCEPTANCE OF THE FACILITY**

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

If the City does not concur that Complete Operational Status has been achieved, the City shall promptly send written notice to District specifying in detail the basis for its

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disagreement. In the event of non-concurrence, the parties shall promptly meet within 5 business days to attempt to resolve their differences. Failure to resolve their differences within 10 additional business days shall entitle either party to invoke the dispute resolution procedures defined herein.

F. WARRANTIES.

Warranties shall commence upon the date the City confirms Acceptance of a Facility or phase thereof.

G. DISPUTE RESOLUTION

All disputes and other matters in question between the City and the District that are not resolved within 14 days, will be decided by arbitration if the parties mutually agree, or either party may file an action in a court of competent jurisdiction within Sarasota County.

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**EXHIBIT "G"**

**INSURANCE REQUIREMENTS**

Below is shown the MINIMUM acceptable insurance to be carried under this Agreement:

**I. Commercial General Liability:**

(A) Bodily Injury Limit:  
\$1,000,000 Each Occurrence  
\$1,000,000 Annual Aggregate

Property Damage Limit:  
\$1,000,000 Each Occurrence  
\$1,000,000 Annual Aggregate

(B) or a Combined Single Limit of Bodily Injury and  
Property Damage :  
\$1,000,000 Each Occurrence  
\$1,000,000 Annual Aggregate

(C) The Commercial General Liability shall include Contractual Liability. Policy limits for Commercial General Liability and Excess Liability are to apply solely and specifically to the named Project. Commercial General Liability and Excess Liability limits should also apply to Products and Completed Operations. Policies should also include stipulated coverage for fire damage with limits no less than \$100,000 per occurrence. Occurrence form is required for all policies.

**II. Comprehensive Automobile Liability:**

(A) Bodily Injury Limit:  
\$1,000,000 Each Person  
\$1,000,000 Each Occurrence

Property Damage Limit:  
\$1,000,000 Each Person

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(B) or a Combined Single Limit of Bodily Injury and Property Damage Liability:

\$1,000,000	Each Person
\$1,000,000	Each Occurrence

III. Workers Compensation	Statutory Limits
and \$100,000	Each Accident
\$500,000	Disease-Policy Limit
Employers Liability \$100,000	Disease-Each Employee

IV. Umbrella Excess Liability Insurance:

(A) \$1,000,000	Each Occurrence
\$3,000,000	Annual Aggregate

(B) The aforementioned umbrella coverage shall be no more restrictive than coverage required for the underlying policies.

V. Professional Liability/Errors and Omissions Coverage:

Professional Service Providers such as architects, engineers, consultants and planners, etc. shall be required to provide proof of coverage for professional liability/errors and omissions in the amount of \$1,000,000 per occurrence/\$2,000,000 general aggregate. If a claims made form is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts. Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great of duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provides a retroactive date no later than the inception date of claims made.

VI. Notice of Cancellation:

The Insurance afforded above may not be terminated or reduced unless thirty (30) days prior written notices of such termination or reduction are mailed to West Villages Improvement District and the City of North Port (unless terminated for non-payment in which event ten (10) days notice is required).

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VII. Insurance Certificate:

West Villages Improvement District and the City of North Port shall be listed as an additional insured for the above Commercial and Umbrella Liability insurance coverage and a certificate of insurance reflecting same shall be delivered to West Villages Improvement District and the City of North Port. The Certificate of Insurance should also reflect that the policy limits apply solely and separately to the named project.

VIII. Supplemental and Modifications:

The above insurance coverage amounts are not exclusive and shall address the other insurance requirements set forth in Section 14 of the Agreement. Further, such insurance coverage amounts may be increased or decreased depending upon the nature of the applicable construction activities provided any decrease must be approved in writing by an authorized representative of the City of North Port.

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**Exhibit H**  
**District Utility Master Plan Requirements**

1. Customers
  - a. Number and type of ERCs that are anticipated to be connected to the utility system on an annual basis for the next 5-years, and then in 5-year increments until development within the District<sup>1</sup> is complete.
  - b. Development phasing plan on an annual basis for the next 5-years, and then in 5-year increments until the development is complete.
  
2. Wastewater System
  - a. Inventory<sup>2</sup> of existing wastewater treatment facilities, and collection and transmission system components installed by the District<sup>1</sup> during the last reporting period.
  - b. Projected wastewater flows on an annual basis for the next 5-years, and then in 5-year increments until the development is complete.
  - c. Schedule and listing of projected system improvements<sup>2</sup> to be installed by the District<sup>1</sup> on an annual basis for the next 5-years, and then in 5-year increments until development complete.
  - d. Hydraulic model (WaterCAD) and data in electronic format complete with data for major infrastructure installed and projected to be installed by the District<sup>1</sup> in the next 5-years.
  
3. Reclaimed Water System
  - a. Inventory<sup>2</sup> of existing reclaimed water transmission facilities installed by the District<sup>1</sup> during the last reporting period.
  - b. Projected reclaimed water demands on an annual basis for the next 5-years, and then in 5-year increments until the development is complete.
  - c. Schedule and listing of projected system improvements<sup>2</sup> to be installed by the District<sup>1</sup> within the incorporated limits of the City on an annual basis for the next 5-years, and then in 5-year increments until development complete.
  - d. Hydraulic model (WaterCAD) and data in electronic format complete with data for all infrastructure installed and projected to be installed by the District<sup>1</sup> in the next 5-years.
  
4. Water System
  - a. Inventory<sup>2</sup> of existing water treatment facilities and transmission and distribution

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- b. Projected potable water demands on an annual basis for the next 5-years, and then in 5-year increments until development complete.
- c. Schedule and listing of projected system improvements<sup>2</sup> to be installed by the District<sup>1</sup> on an annual basis for the next 5-years, and then in 5-year increments until development complete.
- d. Hydraulic model (WaterCAD) and data in electronic format complete with data for system installed and projected to be installed by the District<sup>1</sup> in the next 5-years. The City will overlay the WaterCAD model provided by District with the necessary water quality data. If the water quality overlay indicates that improvements are necessary, then District will address any problem in the Master Plan to determine if any system improvements are necessary.

Footnotes:

- 0. District is defined as the boundaries of the District that is within the Incorporated Limits of the City of North Port as defined in the Amended and Restated Utility Agreement.
- 0. Inventory/Improvements: Definition for inventory and improvements for each system shall include the following:
  - . Wastewater System Inventory/Improvements: All pipes installed for the gravity sewer and force main system, including manholes, but excluding laterals; and all equipment associated with the lift stations and wastewater treatment facilities.
  - . Reclaimed Water System Inventory/Improvements: All pipes installed as part of the transmission system.
  - . Water System Inventory/Improvements: All pipes, hydrants, valves and appurtenances installed as part of the potable water transmission and distribution system; and all equipment associated with each raw water supply well and water treatment facilities.

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**Exhibit "I"**

**City Close Out Package Check List**

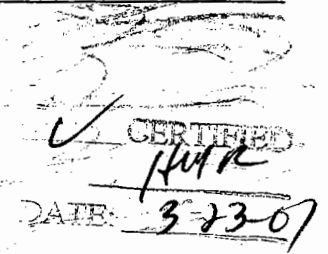
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*H. V. K.*  
DATE: 3-23-07

**CITY OF NORTH PORT  
UTILITIES DEPARTMENT**

**DEVELOPMENT CLOSE OUT  
CHECK LIST**

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

	Yes	No	Exhibit No.
Developer Agreement	Yes	No	_____
Exhibit "A" Easement Document and Survey	Yes	No	_____
Waiver and Release of Lien	Yes	No	_____
Bill of Sale (Include list of materials & cost.)	Yes	No	_____
Contractor's Material, Work Warranty	Yes	No	_____
<b><u>PERMITS</u></b>			
Water Application	Yes	No	_____
Water FDEP Permit	Yes	No	_____
Water FDEP Certificate of Completion	Yes	No	_____
Water Bacterial Test	Yes	No	_____
Water Use Clearance Letter	Yes	No	_____
Wastewater Application	Yes	No	_____
Wastewater FDEP Permit	Yes	No	_____
Wastewater FDEP Certificate of Completion	Yes	No	_____
Wastewater FDEP Clearance Letter	Yes	No	_____
Reuse Water Permit Application	Yes	No	_____
Reuse Water Certificate of Completion	Yes	No	_____
<b><u>SYSTEM</u></b>			
Utilities System Test Form	Yes	No	_____
Sewer Televised Report & Tapes	Yes	No	_____
Pump Station Check Out Form	Yes	No	_____
Start Up Test Form	Yes	No	_____
<b><u>WARRANTIES</u></b>			
Pump	Yes	No	_____
Electrical/Instrumental	Yes	No	_____
<b><u>OPERATION &amp; MAINTENANCE MANUAL</u></b>			
<b>Drawings:</b>			
(2) Record Drawings with PE signature	Yes	No	_____
(1) Record Drawing Mylar	Yes	No	_____
Auto CAD Plat & Infrastructure Files	Yes	No	_____


  
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## GENERAL PRINCIPLES OF AGREEMENT

These General Principles of Agreement are entered into this 26<sup>th</sup> day of June, 2006, by and between the CITY OF NORTH PORT, FLORIDA, an incorporated municipality, by and through its Chair (herein after "City"), and the WEST VILLAGES IMPROVEMENT DISTRICT, a Florida independent special district (herein after "WVID"), and FOURTH QUARTER PROPERTIES XXXII, LLC, a Georgia limited liability company (herein after "Fourth Quarter"), by and through their authorized representatives. The property subject to this Agreement shall be referred to as the "the Annexed Area" and consists of that property annexed into and lying within the City limits of North Port, Florida.

### RECITALS

WHEREAS, the City, WVID and Fourth Quarter recognize the following:

- (a) The parties acknowledge that the principle set forth herein have been agreed to and will provide the basis for the development of a written agreement between the parties to be drafted cooperatively by the parties and their representatives otherwise to be known as the Post Annexation Agreement "PAA";
- (b) These principles have been negotiated in good faith by the respective parties and their representatives over the past several years. All parties acknowledge that they have been represented by attorneys and experts during this process;
- (c) The parties acknowledge part of the basis for this agreement is the original annexation ordinances for the Thomas (f/k/a Taylor) Ranch, including Exhibit "D".
- (d) The parties acknowledge that the City's comprehensive plan, together with land development regulations, imposed further exactions upon WVID and Fourth Quarter for the development of the Annexed Area;
- (e) The parties acknowledge the principles of agreement are also based on the concept that the development must pay its proportionate fair share for the City's costs to support the new development and that the exactions addressed herein represent the development's proportionate fair share of such costs;
- (f) The parties acknowledge and agree that the Post Annexation Agreement shall be completed and presented to the North Port City Commission for approval no later than October 1, 2006, upon the basis of these General Principles of Agreement. This Agreement shall remain in effect until the adoption of the PAA;

- (g) The parties further agree that the separate Utilities Agreement between these parties shall be executed by September 11, 2006 .
- (h) Execution of the Agreement satisfies the PAA requirements for certain conditions in the approved WVID projects consisting of: Index Map/Pattern Book, Divosta (Village C) Village District Pattern Plan (VDPP) and subdivision plans, and Gran Paradiso (Village A) VDPP and subdivision plans.
- (i) The parties agree that the principles in this agreement are based on the impact fees recommended in the final Duncan Report. If any reductions in impact fees from those recommended in the final Duncan Report occur after the adoption of this agreement and prior to adoption of the final Post-Annexation Agreement, the principles affected by the changed impact fees may be renegotiated.

**NOW THEREFORE**, in consideration of the mutual covenants entered into between the parties and in consideration of the benefits to accrue to each, it is agreed as follows:

**I. FIRE & EMS**

**1. FIRE STATIONS**

1.1 WVID agrees to adapt the City-provided prototype design plans of the then current standard fire station, prepare Site and Development Plans, process permits and construct and equip at its own cost, up to three (3) fire stations and/or substations within the WVID. The City of North Port Fire Chief will approve all reasonable aspects of design, construction and equipping these stations, including the number of stations needed and at what point in the development the construction of these stations will be required. Design for all stations shall be consistent with the Index Map and Pattern Book and the applicable VDPPs.

**2 FIRE STATION #1**

2.1 Station #1 design shall be similar to the then current standard for City fire stations. Station #1 shall be equipped with one fire truck, one brush truck and one ambulance or a combination of equipment as specified by the Fire Chief of equal or less cost than one fire truck, one brush truck and one ambulance. The City agrees to allow fire substation #1 to be moved to the north side of U.S. 41 with such final location to be approved by the North Port Fire Chief and the North Port City Commission.

**2.2 Construction Schedule – Fire Station #1**

2.2.1 City will provide the then current standard fire station plans to WVID by January 1, 2007. WVID agrees to start permitting the first fire station by July 1, 2007.

2.2.2 WVID agrees to order equipment as outlined in 2.1 for the first fire station by January 1, 2008.

2.2.3 WVID agrees to transmit the sum of Seven Hundred and Fifty Thousand (\$750,000) Dollars to the City for miscellaneous costs for fire station #1 by July 1, 2008.

2.2.4 WVID agrees to begin construction of the first substation by July 1, 2008 provided that the City of North Port Staff completes their review in a timely manner.

2.2.5 WVID agrees to complete construction of the first substation by July 1, 2009 provided that the City of North Port Staff completes their review in a timely manner.

3. PLANS FOR CONSTRUCTION

3.1 The City will timely provide all plans for construction of all fire stations located within the WVID.

4. VEHICLES AND EQUIPMENT – STATIONS #2 AND #3

4.1 Fire Station #2. WVID shall provide at its cost, one fire truck, one ambulance and one command vehicle or a combination of equipment as specified by the Fire Chief of equal or less cost than one fire truck, one ambulance and one command vehicle.

4.2 Fire Station #3. If necessary, WVID shall design, construct, and equip Fire Station # 3. If needed, WVID shall equip Fire Station #3 by providing at its cost, one fire truck, and one ambulance or a combination of equipment as specified by the Fire Chief of equal or less cost than one fire truck and one ambulance. Additionally, WVID shall provide at its cost reserve vehicles, if needed, consisting of one fire truck and one ambulance. Said reserve vehicles must be stationed in the WVID.

5. REIMBURSEMENTS

5.1 WVID shall be eligible for reimbursement of all costs associated with site plan approval, constructing, and equipping each station, only from fire/EMS impact fees collected within the WVID and only up to the amount received by the City. Reimbursements shall continue to be paid quarterly until the entire cost is reimbursed but not more than the entire fire/EMS impact fees collected within the WVID. There shall be no reimbursement for the cost of land dedicated for these facilities.

5.2 WVID shall not be entitled to interest accrued on reimbursed impact fees.

6. DEDICATION

6.1 Once completed, the land, buildings and equipment for each fire substation will be dedicated to the City upon demand, at no cost to the City.

7. ADDITIONAL EQUIPMENT

7.1 At such time as the commercial and/or residential development within the WVID necessitates, an aerial apparatus will be provided by WVID upon request of the North Port City Fire Chief. The purchase of this equipment will also be impact fee reimbursable.

8. IMPACT FEES

8.1 At sole discretion of City, unused or un-reimbursed impact fees collected within the WVID through Fire/EMS Impact Fees may be used within the City corporate boundaries, in accordance with applicable City ordinances, laws, and practices. At the time for reimbursement of impact fees upon the completion of fire stations 1, 2, and 3, City shall be obligated to reimburse to WVID all Fire/EMS impact fees paid and collected within the WVID up to the amount of each station.

**II. LAW ENFORCEMENT**

- 1 WVID agrees to design and construct at its own cost, as part of the fire station #2, an approximately 1,500 square feet police substation. WVID also agrees to equip at its own cost the substation with the items reasonably expected at a similarly sized substation, and to dedicate the substation as a part of fire station #2, at its completion, at demand of the City.
2. WVID agrees to pay the sum of Five Hundred and Sixteen Thousand (\$516,000) Dollars for five (5) vehicles and miscellaneous costs upon demand of the City.
3. WVID shall be eligible for reimbursement of all costs associated with the law enforcement exactions listed in II.1 and II.2, only from law enforcement impact fees collected within the WVID. Reimbursement for the exactions listed in II.1 shall be made upon completion of the substation and reimbursement of the exactions listed in II.2 shall be made upon issuance of the building permit for the 13,000<sup>th</sup> residential unit. The time for the reimbursement of the exactions listed in II.2 is based on the existing level of service for law enforcement and, if the then adopted law enforcement level of service changes through comprehensive plan

amendments or otherwise, the timing of the reimbursement may be renegotiated to reflect the adopted level of service. If, at the time of either of these reimbursements, the law enforcement impact fees collected are not sufficient to reimburse the WVID for all of the law enforcement exactions associated with the reimbursement, the City will continue to reimburse the WVID quarterly until all the costs have been reimbursed but only up to the amount collected by the City. There shall be no reimbursement for the cost of land dedicated for these facilities.

4. At the sole discretion of City, unused or un-reimbursed impact fees collected within the WVID through Law Enforcement Impact Fees may be used within the City corporate boundaries, in accordance with applicable City ordinances, laws, and practices. At the time for reimbursement of impact fees as contemplated by II.3, City shall be obligated to reimburse to WVID all law enforcement impact fees paid and collected within the WVID up to the amount of each reimbursement. Notwithstanding the provisions of II.4, City may use a pro-rata share by population of the WVID law enforcement impact fees for city wide law enforcement infrastructure consistent with applicable City ordinances, laws, and practices, which will not be subject to reimbursement.

### **III. PARKS AND RECREATION**

#### **1. DEDICATION**

- 1.1 WVID shall dedicate sixty-three (63) acres of community park land shown on the West Villages Index Map, as amended (amended map to be submitted prior to October 1, 2006), within six (6) months of execution of the Post Annexation Agreement.

#### **2. COMMUNITY PARK EXACTION.**

- 2.1 WVID will pay the City for the cost of master planning and design of this 63 acre park, up to Two Million (\$2,000,000) Dollars. The payment shall be made upon approval by the City of a recreation master plan and facility design contract for the master planning and design of this 63 acre park, and the amount paid shall be the amount specified in the contract.
- 2.2 WVID shall be reimbursed out of impact fees collected within the WVID for the amount paid in 2.1 above, but not to exceed Two Million (\$2,000,000) Dollars for this community park exaction at fifty (50%) percent of collections beginning at the 2,000<sup>th</sup> unit permitted, until satisfied.

#### **3. TOWN CENTER PARK #1.**

- 3.1 WVID agrees to design, construct and equip, at its own costs, Town Center Park #1 at approximately the 5,000<sup>th</sup> unit permitted.

3.2 After the time of completion of Town Center Park #1, the City agrees to reimburse WVID by transmitting to WVID fifty (50%) percent of quarterly park impact fees collected within WVID, up to the actual cost of improving Town Center Park #1 or up to a maximum of Two Million (\$2,000,000) Dollars, whichever is less. The requirement to reimburse any monies for Town Center Park #1 shall sunset after twenty (20) years from the execution of the PAA or when the initial bonds are paid off whichever is later.

4. TOWN CENTER PARK #2.

4.1 WVID agrees to design, construct and equip at its own costs, Town Center Park #2 at approximately the 10,000<sup>th</sup> unit permitted.

4.2 After the time of completion of Town Center Park #2, the City agrees to reimburse WVID by transmitting to WVID fifty (50%) percent of quarterly park impact fees collected within WVID, up to the actual cost of improving Town Center Park #2 or up to a maximum of Two Million (\$2,000,000) Dollars, whichever is less. The requirement to reimburse any monies for Town Center Park #2 shall sunset after twenty (20) years from the execution of the PAA or when the initial bonds are paid off whichever is later.

4.3 The design of each Town Center Park shall be approved by the City as a part of the appropriate Village District Pattern Plan (VDPP) process for the area within which the park is to be located pursuant to the Village Index Map. This approval shall include timing of construction of the park improvements.

**IV. SOLID WASTE**

1. WVID agrees to pay to the City the sum of Three Hundred Eighty Thousand (\$380,000) upon demand, for the purchase of a refuse and recycling vehicle.
2. If at any time during the term of the PAA, the City out-sources refuse and recycling collection within the WVID to a third-party vendor, the City will reimburse WVID either (a) the actual cost recouped by the City from selling these vehicles, or (b) transfer these vehicles to WVID upon request. Requirement reimbursements will sunset after six (6) years.
3. After the WVID is reimbursed as provided in IV.2 above, at sole discretion of City, unused or un-reimbursed impact fees collected within the WVID through Solid Waste Impact Fees may be used within the City corporate boundaries, in accordance with applicable City ordinances, laws, and practices.

**V. GENERAL GOVERNMENT**

1. WVID agrees to dedicate 5 acres to the City (site to be mutually agreed upon) in the southeast Town Center Village. Prior to submission of the final VDPP for the southeast Town Center Village, the City shall identify the 5 acre site. The City shall request dedication of the 5 acre site on or before the 10,000<sup>th</sup> residential building permit. The City shall begin construction on the 5 acre site within 5 years of dedication or return the 5 acre site at no cost to WVID. The 5 acre site shall be limited to use by the City of North Port or other governmental entities as administrative offices and/or City Hall Annex. Thirty (30) days prior to filing a site and development plan for the 5 acre site, City will provide any design and/or construction plans for use of this 5 acre site to WVID for input and comment.
2. WVID agrees to a second dedication of 15 acres to the City (unless the City agrees to a smaller site) for general government uses. If the City uses the site for parking, fleet maintenance, a motor pool, indoor or outdoor storage, or similar uses, the site shall be co-located on, and in addition to, the water and waste water treatment plant sites. The City shall not use the site for a jail, juvenile detention facility, probation office, mental health facility, cell tower or other transmission tower, incinerator, landfill, recycling center, or bus transfer station. For any other uses not specifically noted above, the City shall have the option to identify the site from within any future village in the city portion of the WVID, provided the site and uses are identified prior to the submission of the final VDPP within which the site is located. The WVID shall dedicate the site at no cost to the City within sixty (60) days of adoption of the final VDPP within which the site is located. The City shall begin construction on the site within 5 years of dedication or return the site at no cost to WVID. Thirty (30) days prior to filing a site and development plan for the site, the City will provide any design and/or construction plans for use of this site to WVID for input and comment. This provision to dedicate these 15 acres shall sunset at the adoption of the final VDPP for the last village in the city portion of the WVID.
3. At sole discretion of City, unused or un-reimbursed impact fees collected within the WVID through General Government Impact Fees may be used within the City corporate boundaries, in accordance with applicable City ordinances, laws, and practices.

## **VI. DEDICATED LAND**

WVID and the City agree that, the total non-reimbursable land dedications agreed to through the PAA and the separate Utilities Agreement shall not exceed the acreage shown in the table below for each specified use:

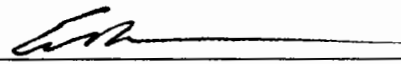
USE	ACREAGE (AC.)
FIRE & EMS	
Land (First Substation)	5.0
Land (Future Stations)	4.0
LAW ENFORCEMENT	0.5
PARKS AND RECREATION	
63 Acre Park	63.0
Town Center Parks	133.0
GENERAL GOVERNMENT	
City Hall Annex	5.0
General Government	15.0
SOLID WASTE	0
UTILITIES	
Water Treatment Plant (2 MGD expandable to 4 MGD)	Acreage is design-dependent and will be determined by City of North Port Utilities Department and WVID, ..
Wastewater Treatment Plant (5 MGD expandable to 6 MGD)	
Pump Station (2.5 acres)	
<b>TOTAL ACREAGE</b>	Shall not be greater than 392.5

CITY OF NORTH PORT, FLORIDA

By:   
RUE S. BERRYMAN, COMMISSION CHAIR

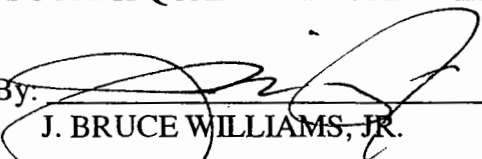
Date: 6-27-06, 2006

WEST VILLAGES IMPROVEMENT DISTRICT

By: 


Date: 6/27, 2006

FOURTH QUARTER PROPERTIES XXXII, LLC

By:   
J. BRUCE WILLIAMS, JR.

Date: 6/26, 2006

ATTEST:

  
HELEN RAIMBEAU, CMC  
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS:

  
ROBERT K. ROBINSON,  
CITY ATTORNEY