

No. 28  
B.C.C.  
Grant

6-9-87  
6:32 P.M.

122

AGREEMENT WITH EAST LAKE WOODLANDS, LTD. FOR WASTEWATER FACILITIES -  
APPROVED FOR EXECUTION

County Administrator Fred E. Marquis recommended approval of an agreement with East Lake Woodlands, Ltd., for wastewater facilities.

In his memorandum of June 3, 1987, Mr. Marquis indicated, in part, that under the subject agreement, the aforesaid developer will prepare plans, specifications, reports, and other documents and will construct a reclaimed water transmission system from the County's East Lake Woodlands Wastewater treatment plant to the East Lake Woodlands North Golf Course irrigation pond; and that the County agrees to reimburse the developer for engineering and construction costs and to expand the wastewater treatment facility from 400,000 gallons to 1,000,000 gallons per day.

Commissioner Tyndall moved, seconded by Commissioner Rainey and carried, that the agreement be approved for execution.

387-9292 Bill Doss



*E. Lake Woodlands*  
BOARD OF COUNTY COMMISSIONERS

PINELLAS COUNTY SEWER SYSTEM  
310 COURT STREET  
CLEARWATER, FLORIDA 33516

COMMISSIONERS

GEORGE GREER, CHAIRMAN  
JOHN CHESNUT, JR., VICE-CHAIRMAN  
CHARLES E. RAINEY  
BARBARA SHEEN TODD  
BRUCE TYNDALL

*East Lake W*

June 17, 1987

Mr. Allan R. Rutberg  
East Lake Woodlands, LTD.  
P. O. Box 860  
Palm Harbor, Florida 33563

Dear Allan:

Enclosed are two fully executed copies of the Agreement, dated June 9, 1987, between East Lake Woodlands, LTD. and Pinellas County for wastewater facilities.

We have a conference scheduled with representatives of Bessent, Hammack and Ruckman on June 23, 1987, to discuss the expansion of the East Lake Woodlands wastewater facilities.

I appreciate your cooperation in the planning and development of wastewater facilities in East Lake Woodlands.

Very truly yours,

*William E. Dunn*  
for William E. Dunn, P.E.  
Director of Utilities

WED:mk

Enclosures: (2)

cc: William J. Deas, Esquire  
2215 River Boulevard  
Jacksonville, Florida 32204

AGREEMENT

THIS AGREEMENT made and entered into this 9<sup>th</sup> day of June, 1987, by and between PINELLAS COUNTY, a political subdivision of the State Of Florida, (hereinafter sometimes referred to as "County"), and EAST LAKE WOODLANDS, LTD., a Florida limited partnership (hereinafter sometimes referred to as "Developer").

W I T N E S S E T H:

WHEREAS, Developer has previously conveyed to County an existing wastewater collection and treatment system, located within the boundaries of the property described in Exhibit "A" which is attached hereto and is, by this reference thereto, made a part hereof (hereinafter sometimes referred to as the "Property") by various Bills Of Sale; and

WHEREAS, County has subsequently expanded the sewage treatment plant located within the Property, which was previously conveyed to the County, to its present treatment capacity of 400,000 gallons per day (hereinafter sometimes referred to as the "Plant"); and

WHEREAS, Developer's presently proposed future development within the Property will ultimately require an additional sewage treatment and disposal capacity of at least 600,000 gallons per day (hereinafter sometimes referred to as the "Expansion") so as to require an increase of the Plant's present capacity from 400,000 gallons per day to 1,000,000 gallons per day, which expansion is needed without further delay; and

WHEREAS, in order to provide the Expansion, County, in turn, requires the additional use of various lands owned by or under the control of Developer for the construction of additional treatment and transmission facilities and for the application and disposal of treated effluent thereon; and

WHEREAS, Developer owns and operates an 18-hole golf course located totally within the Property (hereinafter sometimes referred to as the "South Course"); and

WHEREAS, another portion of the Property owned by Developer is utilized by Developer, in conjunction with a parcel of adjacent land which Developer leases from a third party, as a second 18-hole golf course (hereinafter sometimes referred to as the "North Course"); and

WHEREAS, the North Course and the South Course are hereinafter sometimes collectively referred to as the "Golf Courses"; and

WHEREAS, the Golf Courses are presently operated by Developer under the name of and as the East Lake Woodlands Golf And Racquet Club; and

WHEREAS, the parties hereto recognize the need for the conservation of fresh water resources and, incident thereto, desire that properly treated effluent (hereinafter sometimes referred to as "Effluent") from the Plant be utilized as a source of irrigation water for the Golf Courses; and

WHEREAS, Developer and County have agreed to plan, develop, finance and construct, in a cooperative fashion, the additional wastewater facilities required in accordance with terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, as well as other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. Expansion And Effluent System

(a) Developer, at its initial cost, agrees to have any and all necessary plans, specifications, reports, applications for permits, and other engineering data prepared for the purposes of effecting the construction of the Expansion and the Effluent System, including all required site facilities, connecting pipe-work and other required related items (hereinafter sometimes collectively referred to as the "Plans"). The Plans shall be subject to County's review and approval, which review and approval County agrees shall not be unreasonably withheld, conditioned or delayed. County, in turn, agrees to assist and cooperate with Developer in preparing and obtaining, as appropriate and required, the Plans. County shall construct, or cause the construction of the Expansion and the Effluent System at its ultimate expense upon receipt of any and all necessary approvals and permits (hereinafter sometimes referred to as the "Permits") required from all regulatory bodies, boards, or agencies lawfully asserting jurisdiction over the construction, operation and management thereof (hereinafter sometimes referred to collectively as the "Agencies"), save and except for those relating solely to the allowing of the spraying of the Effluent on the Golf Courses, which the parties acknowledge should not delay such construction.

(b) Developer, at its initial cost, agrees to design (including surveying), and, after receiving the Permits, to construct an effluent transmission system, together with all ancillary improvements, including, but not necessarily limited to, effluent pumping stations, force mains, and modifications to isolate certain mutually agreed upon North Course ponds for effluent storage and for the transmission of treated effluent from the Plant to the North Course irrigation ponds (herein sometimes referred to as the "Effluent System").

(c) County and Developer mutually agree to cooperate in the preparation and filing of all necessary applications for the Permits. Developer will prepare the applications for the Permits in County's name, and County shall file the applications with the

appropriate Agencies. Should County experience any difficulty or delay in obtaining any of the Permits, County agrees to consult with Developer regarding possible alternatives to resolve such difficulties, so as to minimize any development delays to Developer due to a lack of sewage treatment capacity, County, in agreeing to do so, recognizing the essential nature of such sewer treatment services to Developer. County further agrees to exert its best efforts to avoid any delay or cessation of Developer's development schedule due to a lack of such services including, if necessary, the usage of tank trucks to deliver untreated sewage from the Property to other County operated sewage treatment facilities for treatment on an interim basis.

2. Costs

Both County and Developer shall initially pay for all costs of design and construction required to be performed by them, or which are caused to be performed by them hereunder. However, County agrees to reimburse Developer for all direct costs of design of the Expansion, design and construction of the Effluent System and all related project items as are provided for in and in accordance with the provisions of Section 4 infra.

3. Bidding Procedures

Prior to contracting for the construction of the Effluent System, Developer agrees to obtain at least two (2) bids from reputable contractors on County's approved bid list. Developer agrees to submit such bids to County for its review and approval. Upon receipt of the bids, County shall notify Developer, in writing, within fourteen (14) days of the lowest qualified bidder. In the event County approves more than one bid, Developer shall have the option of selecting which of the approved bids it shall accept. County may reject all bids received and require a rebid. In the event County fails to notify Developer of its approval or rejection in a timely fashion as aforesaid, such failure to so notify shall be conclusively deemed to constitute County's approval of all bids submitted to it by Developer, in which event Developer shall have the option of selecting which of the bids it shall accept. All bids provided to County shall include comprehensive plans and specifications designating the layout, capacity, and all performance criteria reasonably necessary for County to evaluate the operation of the facilities to be constructed. All change orders to the original construction contract shall require County approval, which approval shall not be unreasonably withheld, conditioned, or delayed.

4. Reimbursement Of Costs

(a) All funds for engineering services required by this Agreement to be reimbursed by County to Developer shall be paid as follows:

- (1) Engineering fees for preparation of reports, applications for Permits, plans and specifications (including surveying and field

6. Spraying

Developer agrees to accept, store, and dispose of Effluent [provided such meets the requirements of this Agreement] onto the Golf Courses and/or other permissible public access areas of the Property. Disposal of Effluent shall be in a manner mutually agreeable to the parties hereto and in accordance with any and all applicable rules, regulations, policies, requirements, and guidelines of the Agencies, and sound engineering practices, as to quality, quantity and methodology. The average daily volume [calculated on an ongoing cumulative basis] of Effluent to be disposed of onto the Property shall not exceed 1,000,000 gallons per day [such figure being the parties' best estimate as to such amount only], unless rainfall or other physical conditions of or affecting the Property shall cause this maximum volume of Effluent to damage or otherwise interfere with the appropriate usage of the Property or violate any applicable rule, regulation, policy, requirement, or guideline of the Agencies, in which case the volume of Effluent shall be reduced accordingly so as to ensure that no such damage is caused, or no such interference occurs, or such rule, regulation, policy requirement, or guideline is not violated. If such a reduction is required, the parties shall cooperate in other methods of storing or disposing of the Effluent, recognizing that County has the ultimate duty and responsibility as the owner and operator of the Plant of disposing of the Effluent, regardless of whether the property can be utilized for such purposes. There shall be no charges made by either party hereto for the direct disposal or use of the Effluent; but this is not intended to prohibit Developer from continuing to charge fees, as it is presently doing, for irrigation services which it is presently providing and may provide in the future, which services may include water pumped from the ponds into which Effluent is to be pumped in accordance herewith, and which water will therefore be mixed with Effluent.

7. Developer's Duties

Developer covenants and agrees as follows:

(a) The surficial aquifer under the Property shall not be used as a potable water supply, but may be used for irrigation purposes by Developer or its successors, grantees, and assigns.

(b) In all future developments of the Property, water conservation plumbing facilities shall be utilized in all construction by Developer. Incident to this, the consumption of tank top toilets shall not exceed a normal design volume of 3½ gallons of water provided, of course, such toilets are commercially available in adequate quantities, as and when needed at a cost which is not commercially excessive. Similarly, shower heads and faucets shall be sized or restricted so as not to allow a flow of more than an average of 3 gallons per minute calculated at a pressure of 60 pounds per square inch. Notwithstanding the above

and foregoing, if any Agency allows the use of standard flush toilets due to the fact that the configuration of the applicable drain system requires a quantity of water greater than 31 gallons to adequately flush the system, Developer shall be permitted to use such toilets with a greater capacity than as otherwise provided herein and in accordance with the applicable requirement of the Agency.

8. Additional Easements

Developer covenants and agrees to furnish to County any and all additional easements, licenses, or access rights as might reasonably be necessary for the construction, operation, and maintenance of the Expansion and the Effluent System contemplated hereby, as well as for the operation and monitoring of the Plant and disposal operations as contemplated hereby, all such to be at locations reasonably acceptable to the parties hereto.

9. Usage Of Plant And Effluent System

In recognition of Developer's need for the treatment capacity of the Plant as increased by the Expansion, as well as the impact on the Golf Courses of the Effluent, County, in order to induce Developer to enter into this Agreement, agrees that it will limit usage of the Plant, as increased by the Expansion, to the Property; and further, will not discharge any flow into the Effluent System other than flow from the Plant, as increased by the Expansion.

10. Surface Water Rights

Developer agrees to grant to County, pursuant to a mutually agreed upon form of Easement Deed, certain non-exclusive surface water rights for waters lying within an area to be mutually agreed upon by the parties prior to the completion of the Expansion (hereinafter sometimes referred to as the "Easement"). Notwithstanding anything to the contrary herein, the grant of such an Easement shall be limited to that portion of such property which lies within certain natural or conservation areas. The natural or conservation areas referred to (hereinafter sometimes referred to as the "Easement Area") are shown on the Master Development Plan for the Property revised May 15, 1974, and identified as East Lake Woodlands Master Plan (hereinafter sometimes referred to as the "Development Plan"). The rights granted shall be solely and exclusively for the purpose of testing, monitoring and recharging surface water in conjunction with incidental runoff resulting from Plant operation and use. No use of the surface water contained within the Easement Area by County, or exercise by County of the Easement, shall be permitted which will significantly affect the flora and fauna contained thereon or therein preclude, prohibit, or in any fashion interfere with the usage of the Easement Area for storm water storage and treatment, create a health hazard or nuisance thereof or therefrom, violate any applicable rule, regulation, guideline, order, or policy of

any Agency, or exceed permitted uses set forth in the Development Plan. The agreement to grant the non-exclusive surface water rights herein shall be subject to Developer's rights to complete and unfettered use of the surface waters and the lands thereunder to the extent permitted pursuant to the Development Plan.

11. Notice

All notices and other communications referred to and required herein must either be acknowledged in writing by the receiving party (if verbal) or be given by registered or certified mail (if written). Such notices shall be deemed given for purposes of this Agreement when acknowledged (if verbal) or when postmarked (if written) and written notices shall be deemed validly given for purposes of this Agreement when addressed as follows, which addresses may be subsequently changed by proper notice hereunder:

COUNTY:	310 Court Street Clearwater, Florida 33516
Attention:	William E. Dunn
Copy To:	Pinellas County Attorney 315 Court Street Clearwater, Florida 33516
DEVELOPER:	East Lake Woodlands, Ltd. P. O. Box 860 Palm Harbor, Florida 33563
Copy To:	William J. Deas, Esquire 2215 River Boulevard Jacksonville, Florida 32204

12. Miscellaneous

(a) Effective Date

This Agreement shall not become effective and binding until it has been executed by all parties hereto, and shall be dated for purposes hereof as of the date of execution by County.

(b) Applicable Law

This Agreement shall be construed and enforced under the laws of the State Of Florida, regardless of where it is executed or delivered.

(c) Construction

This Agreement shall not be construed more strongly against either party hereto, regardless of who was more responsible for its preparation.

(d) Entire Agreement

This Agreement, when fully implemented, shall supersede and replace any and all previous written or oral agreements between the parties pertaining to the subject matter hereof, including, but not limited to, the Agreement among the parties and Western Management Company, dated April 5, 1983; and at such time any and all such agreements are hereby declared to be null and void and of no further force and effect.

LAW OFFICE  
WILLIAM J. DEAS, P.A.  
2215 RIVER BOULEVARD  
JACKSONVILLE, FL 32204



(e) Third Party Beneficiary

It is specifically understood and agreed that no person or other entity shall be a third party beneficiary hereunder, and that none of the provisions of this Agreement shall be for the benefit of or be enforceable by anyone other than the parties hereto, and that only the parties hereto shall have any rights hereunder.

(f) Effect

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their legal representatives, successors, and permissible assigns, as applicable.

(g) Further Assurances

The parties hereto agree to execute any and all other and further documents as might be reasonably necessary in order to ratify, confirm, and effectuate the intent and purposes of this Agreement.

(h) Counterparts

This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original instrument, but such counterparts shall together constitute one and the same instrument.

(i) Amendment

This Agreement shall not be amended or modified, except by an amendment in writing executed by all parties hereto in the same form as this Agreement.

(j) Severability

All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this Agreement invalid, illegal or unenforceable. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of the other terms of this Agreement shall in no way be affected thereby.

(k) Paragraph Headings

The paragraph headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning, content or interpretation hereof.

(l) Recordation

This Agreement shall not be recorded.

(m) Time Of Essence

Time is of the essence of this Agreement.

(n) Assignment

This Agreement shall not be assignable by either party hereto without the prior written consent of the other party.

(o) Gender

Wherever used herein, all terms shall include masculine, feminine, neuter, singular and/or plural as to context admits or requires.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names, by their respective officers or officials thereunto duly authorized, and their respective seals to be affixed as of the day and year first above written.

ATTEST:

KARLEEN F. DE BLAKER CLERK,

By: *G. K. West*

As Deputy Clerk

PINELLAS COUNTY, FLORIDA, a political subdivision of the State Of Florida, by and through its Board Of County Commissioners

By: *George Neer*

As its Chairman

Signed and sealed in our presence:

*Robert Lee Long*  
*Stanley J. Elger*  
As to Allan R. Rutberg

EAST LAKE WOODLANDS, LTD., a Florida limited partnership

By: *Allan R. Rutberg*

Allan R. Rutberg, as one of the three General Partners

*Nancy Wierowski*  
*Mike Steen*  
As to Mubon Realty Company

By: MUBON REALTY COMPANY, a New Jersey corporation, as one of the three General Partners

By: *A. George Neuman*

As its Vice President

(Corporate Seal)

APPROVED AS TO FORM  
OFFICE OF COUNTY ATTORNEY

By: *Martha L. Howell*

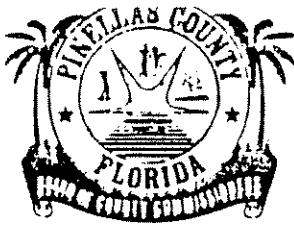
Attorney

Legal Description - East Lake Woodlands

A parcel of land lying in Sections 9, 10, 15 and 16, Township 28 South, Range 16 East, Pinellas County, Florida, more particularly described as follows:

Commencing at the Northwest corner of said Section 10, run thence South  $89^{\circ}34'03''$  East along the North boundary of Section 10 a distance of 2659.02 feet; thence South  $89^{\circ}24'00''$  East along the North boundary of Section 10 a distance of 2656.30 feet to the Northeast corner of Section 10; run thence South  $90^{\circ}50'24''$  East along the East boundary of Section 10 a distance of 2636.82 feet; continue thence South  $00^{\circ}50'17''$  East along the East boundary of Section 10 a distance of 2686.46 feet to the Northeast corner of Section 15; thence North  $89^{\circ}14'25''$  West along the North boundary of Section 15 a distance of 2673.52 feet; thence South  $00^{\circ}13'59''$  East a distance of 3293.42 feet to a point on the Northeasterly right-of-way line of State Road 584; thence North  $68^{\circ}53'34''$  West along said Northeasterly right-of-way line a distance of 1693.77 feet to a point of curvature; thence along an arc of a curve to the right a distance of 962.25 feet, said curve having a radius of 2814.79 feet, central angle  $19^{\circ}35'13''$ , chord bearing North  $59^{\circ}10'57''$  West, and a chord distance of 957.58 feet to the point of tangent; thence North  $49^{\circ}23'21''$  West along said right-of-way a distance of 366.37 feet to a point on the East boundary of Section 16; thence North  $49^{\circ}23'21''$  West along said right-of-way a distance of 3117.90 feet to a point on the South boundary of Section 9; thence North  $49^{\circ}23'21''$  West a distance of 2055.21 feet to a point on the Easterly right-of-way line of East Lake Road, County Road No. 77; thence North  $45^{\circ}26'14''$  East along said Easterly right-of-way line a distance of 1546.86 feet to a point of curvature; thence along an arc of a curve to the left a distance of 500.30 feet, said curve having a radius of 623.69 feet, central angle  $45^{\circ}57'37''$ , chord bearing North  $22^{\circ}27'25''$  East, and a chord distance of 436.99 feet to a point of tangent; thence North  $90^{\circ}31'23''$  West along said right-of-way a distance of 1048.94 feet to a point of curvature; thence along an arc of a curve to the right a distance of 563.72 feet, said curve having a radius of 2814.93 feet, central angle  $11^{\circ}28'27''$ , chord bearing North  $05^{\circ}12'50''$  East and a chord distance of 562.78 feet to a point of tangent; thence North  $10^{\circ}57'04''$  East along said right-of-way a distance of 895.92 feet to a point on the North boundary of Section 9; thence South  $89^{\circ}07'12''$  East along said North boundary of Section 9 a distance of 2368.75 feet to the Point of Beginning.

Said parcel containing 1230.536 acres, more or less.



# BOARD OF COUNTY COMMISSIONERS

PINELLAS COUNTY, FLORIDA

DEPARTMENT OF UTILITIES

310 COURT STREET

CLEARWATER, FL 34616

## COMMISSIONERS

JOHN CHESNUT, JR. - CHAIRMAN  
BRUCE TYNDALL - VICE CHAIRMAN  
GEORGE GREER  
CHARLES E. RAINEY  
BARBARA SHEEN TODD

October 14, 1988

Mr. William J. Deas, Esq.  
2215 River Boulevard  
Jacksonville, FL 32204

Dear Bill:

Re: East Lake Woodlands/Boot Ranch Property

Enclosed are two fully executed copies of the Agreement for sewer service and utilization of reclaimed water for the above property.

We appreciate your cooperation on this project, and we are looking forward to getting the project under construction.

Very truly yours,

*Bill*

William E. Dunn, P.E.  
Director of Utilities

WED:sak

Enclosure

AGREEMENT

THIS AGREEMENT made and entered into this 11<sup>th</sup> day of October, 1988, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, (hereinafter sometimes referred to as "County"), THE MUTUAL BENEFIT LIFE INSURANCE COMPANY, a New Jersey corporation, (hereinafter sometimes referred to as "Developer"), and EAST LAKE WOODLANDS, LTD., a Florida limited partnership (hereinafter sometimes referred to as "Manager").

W I T N E S S E T H:

WHEREAS, Developer's various successors in title, P-1179, Ltd., a Florida limited partnership, and Woodlands Associates, Ltd., a Florida limited partnership, have previously conveyed to County various existing wastewater systems, located within portions of the property described in Exhibit "A" which is attached hereto and is, by this reference, made a part hereof (hereinafter sometimes referred to as the "Property") by various Bills Of Sale; and

WHEREAS, Developer presently plans to convey, from time to time in the future, to one or more purchasers, other portions of the Property on which said purchaser or purchasers will construct additional wastewater collection and transmission facilities to serve future residential and commercial developments within the Property and such purchasers will continue to convey title to such additional facilities to County as and when necessary and required; and

WHEREAS, it is now necessary for County to upgrade and expand, once again, its presently existing wastewater treatment and disposal facilities in order to provide, adequately, for the continuing and future needs of the Property; and

LAW OFFICE  
WILLIAM J. DINE, P.A.  
205 RIVER BUILDING  
JACKSONVILLE FL 32209

WHEREAS, in order to do so, County requires additional land to utilize for the application and disposal of treated effluent thereon; and

WHEREAS, a portion of the Property owned by Developer is leased to Manager, in conjunction with a parcel of adjacent land which Manager owns, all of which Manager utilizes and operates as an 18-hole golf course (hereinafter sometimes referred to as the "North Course"); and

WHEREAS, Manager presently utilizes and operates another 18-hole golf course located on adjacent land which it owns (hereinafter sometimes referred to as the "South Course"); and

WHEREAS, the North Course and the South Course are hereinafter sometimes referred to collectively as the "Golf Courses"; and

WHEREAS, the Golf Courses are presently operated by Manager as the East Lake Woodlands Golf And Racquet Club; and

WHEREAS, Manager owns, or previously owned, a large tract of land lying adjacent to the Property, which is more particularly described in Exhibit "B", which is attached hereto, and is by this reference, made a part hereof (hereinafter sometimes referred to as the "Additional Property"); and

WHEREAS, the parties hereto recognize the need for the conservation of fresh water resources and incident thereto desire that properly treated effluent (hereinafter sometimes referred to as "Effluent") from the County operated wastewater treatment facility presently located and being operated on land adjacent to the Property (hereinafter sometimes referred to as the "Sewer Facilities") be utilized as a source of irrigation water for the Golf Courses.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, as well as other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. Expansion And Effluent System

(a) County agrees to upgrade and expand the Sewer Facilities to a treatment capacity of 1,000,000 gallons per day (hereinafter sometimes referred to as the "Expansion"), in accordance with plans and specifications approved by the State of

Florida, Department of Environmental Regulation, and any and all other regulatory bodies, boards, or agencies lawfully asserting any jurisdiction over the construction, operation, or management of the Sewer Facilities, the use and disposal of the Effluent, or any matter properly related thereto (hereinafter sometimes referred to collectively as the "Agencies"), and any and all necessary approvals and permits required by the Agencies (hereinafter sometimes referred to as the "Permits"), all at County's expense, and as expeditiously as possible.

(b) County, at its cost, agrees to design (including surveying); and, after receiving the Permits, to construct an Effluent transmission system, together with all ancillary improvements, including, but not necessarily limited to, Effluent pumping stations, force mains, and modifications to isolate certain mutually agreed upon North Course ponds for Effluent storage and for the transmission of treated Effluent from the Sewer Facilities to the North Course irrigation ponds (hereinafter sometimes referred to as the "Effluent System").

(c) County and Developer mutually agree to cooperate in the preparation and filing of all necessary applications for the Permits. Developer will prepare the applications for the Permits in County's name, and County shall file the applications with the appropriate Agencies. Should County experience any difficulty or delay in obtaining any of the Permits, County agrees to consult with Developer regarding possible alternatives to resolve such difficulties, so as to minimize any development delays to Developer due to a lack of sewage treatment capacity. County, in agreeing to do so, recognizing the essential nature of such sewer treatment services to Developer. County further agrees to exert its best efforts to avoid any delay or cessation of Developer's development schedule due to a lack of such services including, if necessary, the usage of tank trucks to deliver untreated sewage from the Property to other County operated sewage treatment facilities for treatment on an interim basis.

## 2. Effluent

County agrees to deliver to Developer and Manager Effluent for Golf Course irrigation purposes in accordance with

LAW OFFICE  
WILLIAM J. DEAS, P.A.  
215 N.W. 20th Avenue  
Jacksonville, FL 32204

the term and conditions hereof, which Effluent will, at all times, meet all applicable water quality and other standards of the Agencies for use on the Golf Courses and any other permissible, public access areas; and shall otherwise be suitable in accordance with sound engineering practices, for such purposes as to appearance, odor, quality, quantity, and flow. The points of delivery of the Effluent shall be the water storage pond of each of the Golf Courses from which irrigation water is presently drawn for use thereon.

### 3. Spraying

Developer agrees to accept, store, and dispose of Effluent [provided such meets the requirements of this Agreement] onto the Golf Courses and/or other permissible public access areas of the Property. Disposal of Effluent shall be in a manner mutually agreeable to the parties hereto and in accordance with any and all applicable rules, regulations, policies, requirements, and guidelines of the Agencies, and sound engineering practices, as to quality, quantity and methodology. The average daily volume [calculated on an ongoing cumulative basis] of Effluent to be disposed of onto the Property shall not exceed 1,000,000 gallons per day [such figure being the parties' best estimate as to such amount only], unless rainfall or other physical conditions of or affecting the Property shall cause this maximum volume of Effluent to damage or otherwise interfere with the appropriate usage of the Property or violate any applicable rule, regulation, policy, requirement, or guideline of the Agencies, in which case the volume of Effluent shall be reduced accordingly so as to ensure that no such damage is caused, or no such interference occurs, or such rule, regulation, policy requirement, or guideline is not violated. If such a reduction is required, the parties shall cooperate in other methods of storing or disposing of the Effluent, recognizing that County has the ultimate duty and responsibility as the owner and operator of the Sewer Facility of disposing of the Effluent, regardless of whether the Property can be utilized for such purposes. There shall be no charges made by either party hereto for the direct disposal or use of the Effluent; but this is not intended to prohibit Manager from continuing to charge fees,



as it is presently doing, for irrigation services which it is presently providing and may provide in the future, which services may include water pumped from the ponds into which Effluent is to be pumped in accordance herewith, and which water will therefore be mixed with Effluent.

4. Developer's Duties

Developer covenants and agrees as follows:

(a) The surficial aquifer under the Property shall not be used as a potable water supply, but may be used for irrigation purposes by Developer or its successors, grantees, and assigns, including Manager.

(b) In all future developments within the Property, water conservation plumbing facilities shall be utilized in all construction by Developer. Incident to this, the consumption of tank top toilets shall not exceed a normal design volume of 3½ gallons of water provided, of course, such toilets are commercially available in adequate quantities, as and when needed at a cost which is not commercially excessive. Similarly, shower heads and faucets shall be sized or restricted so as not to allow a flow of more than an average of 3 gallons per minute calculated at a pressure of 60 pounds per square inch. Notwithstanding the above and foregoing, if any Agency allows the use of standard flush toilets due to the fact that the configuration of the applicable drain system requires a quantity of water greater than 3½ gallons to adequately flush the system, Developer shall be permitted to use such toilets with a greater capacity than as otherwise provided herein and in accordance with the applicable requirement of the applicable Agency.

5. Additional Easements

Developer covenants and agrees to furnish to County any and all additional easements, licenses, or access rights as might reasonably be necessary for the construction, operation, and maintenance of the Expansion and the Effluent System contemplated hereby, as well as for the operation and monitoring of the Sewer Facilities and disposal operations as contemplated hereby, all such to be at locations reasonably acceptable to the parties hereto.

LAW OFFICE  
WILLIAM J. HARRIS, P.A.  
FIVE EIGHT EIGHT EIGHT  
JACKSONVILLE, FL 32204

6. Usage Of Sewer Facilities And Effluent System

In recognition of Developer's need for the treatment capacity of the Sewer Facilities as increased by the Expansion, as well as the impact on the Golf Courses of the Effluent, County, in order to induce Developer and Manager to enter into this Agreement, agrees that it will limit usage of the Sewer Facilities, as increased by the Expansion, to the Property and the Additional Property; and further, will not discharge any flow into the Effluent System other than flow from the Sewer Facilities, as increased by the Expansion.

7. Surface Water Rights

Developer agrees to grant to County, pursuant to a mutually agreed upon form of Easement Deed, certain non-exclusive surface water rights for waters lying within an area of natural or conservation areas to be mutually agreed upon by the parties prior to the completion of the Expansion (hereinafter sometimes referred to as the "Easement"). The rights granted by the Easement shall be solely and exclusively for the purpose of testing, monitoring and recharging surface water in conjunction with incidental runoff resulting from Sewer Facilities operation and use. No use of the surface water contained within the Easement area (hereinafter sometimes referred to as the "Easement Area") by County, or exercise by County of the Easement, shall be permitted which will significantly affect the flora and fauna contained thereon or therein preclude, prohibit, or in any fashion interfere with the usage of the Easement Area for storm water storage and treatment, create a health hazard or nuisance thereof or therefrom, violate any applicable rule, regulation, guideline, order, or policy of any Agency, or exceed permitted uses set forth in any development or other plan for the Property. The agreement to grant the non-exclusive surface water rights herein shall be subject to Developer's rights to complete and unfettered use of the surface waters and the lands thereunder to the extent permitted pursuant to any development or other plan for the Property.

8. Notice

All notices and other communications referred to and required herein must either be acknowledged in writing by the

receiving party (if verbal) or be given by registered or certified mail (if written). Such notices shall be deemed given for purposes of this Agreement when acknowledged (if verbal) or when postmarked (if written) and written notices shall be deemed validly given for purposes of this Agreement when addressed as follows, which addresses may be subsequently changed by proper notice hereunder:

COUNTY: 310 Court Street  
Clearwater, Florida 33516  
Attention: Mr. William E. Dunn  
Copy To: Pinellas County Attorney  
315 Court Street  
Clearwater, Florida 33516  
DEVELOPER: 520 Broad Street  
Newark, New Jersey 07101  
Attention: Mr. A. George Newman  
Copy To: William J. Deas, Esquire  
2215 River Boulevard  
Jacksonville, Florida 32204  
MANAGER: 300 East Lake Woodlands Parkway  
Palm Harbor, Florida 34685  
Attention: Mr. Allan B. Lipsky

9. Miscellaneous

(a) Effective Date

This Agreement shall not become effective and binding until it has been executed by all parties hereto, and shall be dated for purposes hereof as of the date of execution by County.

(b) Applicable Law

This Agreement shall be construed and enforced under the laws of the State Of Florida, regardless of where it is executed or delivered.

(c) Construction

This Agreement shall not be construed more strongly against either party hereto, regardless of who was more responsible for its preparation.

(d) Entire Agreement

This Agreement, when fully implemented, shall supersede and replace any and all previous written or oral agreements between the parties pertaining to the subject matter hereof, including, but not limited to, the Agreement among the parties and Western Management Company, dated April 19, 1983; and at such time any and all such agreements are hereby declared to be null and void and of no further force and effect.

(e) Third Party Beneficiary

It is specifically understood and agreed that no person or other entity shall be a third party beneficiary hereunder, and that none of the provisions of this Agreement shall be

LAW OFFICE  
WILLIAM J. DEAS, P.A.  
2215 RIVER BOULEVARD  
JACKSONVILLE, FL 32204

for the benefit of or be enforceable by anyone other than the parties hereto, and that only the parties hereto shall have any rights hereunder.

(f) Effect

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their legal representatives, successors, and permissible assigns, as applicable.

(g) Further Assurances

The parties hereto agree to execute any and all other and further documents as might be reasonably necessary in order to ratify, confirm, and effectuate the intent and purposes of this Agreement.

(h) Counterparts

This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original instrument, but such counterparts shall together constitute one and the same instrument.

(i) Amendment

This Agreement shall not be amended or modified, except by an amendment in writing executed by all parties hereto in the same form as this Agreement.

(j) Severability

All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this Agreement invalid, illegal or unenforceable. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of the other terms of this Agreement shall in no way be affected thereby.

(k) Paragraph Headings

The paragraph headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning, content or interpretation hereof.

(l) Recordation

This Agreement shall not be recorded.

(m) Time Of Essence

Time is of the essence of this Agreement.

(n) Assignment

This Agreement shall not be assignable by either party hereto without the prior written consent of the other party.

(o) Gender

Wherever used herein, all terms shall include masculine, feminine, neuter, singular and/or plural as to context admits or requires.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names, by their respective officers or officials thereunto duly authorized, and

their respective seals to be affixed as of the day and year first above written.

ATTEST:

KARLEEN F. DE BLAKER CLERK,

By: C. L. Short

As Deputy Clerk

PINELLAS COUNTY, FLORIDA, a political subdivision of the State Of Florida, by and through its Board Of County Commissioners

By: John Christensen  
As its Chairman

Signed and sealed in our presence:

[Signature]  
As to Muben Realty Company

EAST LAKE WOODLANDS, LTD., a Florida limited partnership

By: MUBEN REALTY COMPANY, a New Jersey corporation, as the sole General Partner

By: A. George Neuman  
As its Vice President

(Corporate Seal)

[Signature]  
As to The Mutual Benefit Life Insurance Company

THE MUTUAL BENEFIT LIFE INSURANCE COMPANY, a New Jersey corporation

By: A. George Neuman  
As its Vice President

(Corporate Seal)

APPROVED AS TO FORM  
OFFICE OF COUNTY ATTORNEY

By: Joseph H. Manning  
Attorney

LICAL DESCRIPTION: Doole Ranch

That certain piece, parcel, or tract of land, situate, lying, and being in the County of Pinellas, State of Florida, more particularly described as follows:

All of Section 3, Township 20 South, Range 16 East and all that portion of the Southeast 1/4 of Section 4, lying East of the Easterly Right of Way line of County Road 77, less the North 404.6 feet thereof and all of that portion of the Northeast 1/4 of Section 4 lying North of the centerline of Brooker Creek and East of the Easterly Right of Way line of County Road 77, all being more particularly described as follows:

Commencing at the Northwest corner of said Section 3, said point being the POINT OF BEGINNING; thence from said POINT OF BEGINNING run South 09°17'09" East, along the Northerly boundary of said Section 3, 5304.02 feet to the Northeast corner thereof; thence run North 03°25'30" East, along the East boundary of said Section 3, 5444.53 feet to the Southeast corner thereof; thence run North 09°24'00" West, along the Southerly boundary of said Section 3, 2656.30 feet to the South 1/4 corner thereof; thence run North 09°34'03" West, along said Southerly boundary, 2650.02 feet to the Southwest corner thereof (also being the Southeast corner of Section 4, Township 20 South, Range 16 East); thence run North 09°07'12" West, along the Southerly boundary of said Section 4, 2360.75 feet to the intersection with the Easterly Right of Way line of County Road 77; thence run North 10°57'04" East, along said Easterly Right of Way, 2274.50 feet; thence leaving said Easterly Right of Way run South 09°09'21" East, 1006.66 feet to the intersection with the Easterly boundary of said Section 4; thence run North 03°10'52" West, along said Easterly boundary, 1772 feet, more or less to the centerline of Brooker Creek; thence meander Westerly along said centerline 1440 feet, more or less to the intersection with the aforementioned Easterly right of way of County Road 77; thence run North 35°36'39" East, along said Easterly right of way, 10.00 feet more or less; thence continue along said right of way North 02°07'32" East, 36.25 feet; thence North 80°36'39" East, 63.54 feet; thence North 35°36'39" East, 149.67 feet to the point of curvature of a curve concave Northwesterly having a radius of 2331.15 feet; thence along and around said curve an arc distance of 959.90 feet, through a delta angle of 23°22'04" to the point of tangency; thence run North 12°14'35" East, 617.02 feet to the intersection with the Northerly boundary of the aforementioned Section 4; thence leaving said right of way run South 09°07'23" East, along said Northerly boundary, 479.39 feet to the POINT OF BEGINNING.

EXHIBIT "A"

Exhibit "A"

~~EXHIBIT A~~

Legal Description - East Lake Woodlands

A parcel of land lying in Sections 9, 10, 15 and 16, Township 29 South, Range 16 East, Pinellas County, Florida, more particularly described as follows:

Commencing at the Northwest corner of said Section 10, run thence South  $89^{\circ}34'03''$  East along the North boundary of Section 10 a distance of 2659.02 feet; thence South  $89^{\circ}24'00''$  East along the North boundary of Section 10 a distance of 2656.39 feet to the Northeast corner of Section 10; run thence South  $90^{\circ}50'24''$  East along the East boundary of Section 10 a distance of 2636.82 feet; continue thence South  $00^{\circ}50'17''$  East along the East boundary of Section 10 a distance of 2636.46 feet to the Northeast corner of Section 15; thence North  $89^{\circ}14'25''$  West along the North boundary of Section 15 a distance of 2673.52 feet; thence South  $00^{\circ}13'59''$  East a distance of 3293.42 feet to a point on the Northeastly right-of-way line of State Road 504; thence North  $68^{\circ}53'34''$  West along said Northeastly right-of-way line a distance of 1693.77 feet to a point of curvature; thence along an arc of a curve to the right a distance of 962.25 feet, said curve having a radius of 2814.79 feet, central angle  $19^{\circ}35'13''$ , chord bearing North  $59^{\circ}10'57''$  West, and a chord distance of 957.58 feet to the point of tangent; thence North  $49^{\circ}23'21''$  West along said right-of-way a distance of 366.37 feet to a point on the East boundary of Section 16; thence North  $49^{\circ}23'21''$  West along said right-of-way a distance of 3117.90 feet to a point on the South boundary of Section 9; thence North  $49^{\circ}23'21''$  West a distance of 2055.21 feet to a point on the Easterly right-of-way line of East Lake Road, County Road No. 77; thence North  $45^{\circ}26'14''$  East along said Easterly right-of-way line a distance of 1546.86 feet to a point of curvature; thence along an arc of a curve to the left a distance of 500.30 feet, said curve having a radius of 623.69 feet, central angle  $45^{\circ}57'37''$ , chord bearing North  $22^{\circ}27'25''$  East, and a chord distance of 486.99 feet to a point of tangent; thence North  $00^{\circ}31'23''$  West along said right-of-way a distance of 1048.84 feet to a point of curvature; thence along an arc of a curve to the right a distance of 563.72 feet, said curve having a radius of 2814.93 feet, central angle  $11^{\circ}28'27''$ , chord bearing North  $05^{\circ}12'50''$  East and a chord distance of 562.78 feet to a point of tangent; thence North  $10^{\circ}57'04''$  East along said right-of-way a distance of 895.92 feet to a point on the North boundary of Section 9; thence South  $89^{\circ}07'12''$  East along said North boundary of Section 9 a distance of 2360.75 feet to the Point of Beginning.

Said parcel containing 1230.536 acres, more or less.

EXHIBIT "B"

*Via Filing/Trans.  
Michelle Beres  
Utilities Eng.*

No. 22  
B.C.C. 2-25-97  
9:35 A.M. Howe

PINELLAS COUNTY FLA.  
OFF.REC.BK 9647 PG 1887

#22 EFFLUENT AGREEMENT WITH EAST LAKE WOODLANDS, LTD. FOR  
EAST LAKE WOODLANDS COUNTRY CLUB - APPROVED FOR  
EXECUTION

County Administrator Fred E. Marquis recommended approval of an Effluent Agreement with East Lake Woodlands, Ltd. for the East Lake Woodlands Country Club, which provides for a five-year transition period to remove the Country Club from the reclaimed water system and be placed on an alternate source for irrigation water.

In response to queries by Commissioners Parks, Todd and Seibert, Mr. Marquis advised that reclaimed water will be diverted from the golf course at the Country Club and made available to residential customers; and that during the five-year transition period, alternative irrigation sources for the golf course will be developed, such as shallow wells and existing retention ponds.

Commissioner Parks moved, seconded by Commissioner Seibert and carried, that the recommendation of the County Administrator be approved.

11 RECORDING  
REC R/C  
DS \_\_\_\_\_  
INT \_\_\_\_\_  
P/C \_\_\_\_\_  
REV \_\_\_\_\_  
TOTAL R/C



EFFLUENT AGREEMENT

THIS EFFLUENT AGREEMENT made and entered into this 25<sup>th</sup> day of February, 1997, by and between PINELLAS COUNTY, a political subdivision of the State of Florida (hereinafter sometimes referred to as "County"); and EAST LAKE WOODLANDS, LTD., a Florida limited partnership (hereinafter sometimes referred to as "Developer").

W I T N E S S E T H

WHEREAS, the parties hereto or as to Developer only, its predecessor in interest and title, have previously entered into, variously, two separate but essentially similar Agreements dated June 9, 1987 and October 11, 1988 (hereinafter sometimes collectively referred to as the "Previous Agreements"); and

WHEREAS, although certain provisions of the Previous Agreements still remain applicable; others are no longer applicable due to the passage of time, the satisfaction of certain requirements, and the occurrence of intervening events; and, most importantly, the Previous Agreements contemplated the providing of Effluent by County to Developer from a sewage treatment plant (hereinafter sometimes referred to as the "Plant") located on the Property which Plant has not been in operation for several months; and

WHEREAS, County, despite the cessation of its operation of the Plant, and in fact, for some period of time prior to such cessation and continuing on to the current date, has supplied Effluent to Developer through and by means of separate Effluent transmission lines from the Sewer Facilities; and

WHEREAS, the parties hereto wish to document and confirm the continuation of County's supplying Effluent to Developer at no cost despite the Plant no longer being in existence for some period of time and the Previous Agreements being no longer valid in all respects; and

WHEREAS, the parties further recognize the need to reaffirm the need for conservation of fresh water resources and incident thereto desire that properly treated effluent (herein sometimes

referred to as "Effluent") from County operated waste water treatment facilities not located on the Property, as well as certain facilities distributing the Effluent within the Property (herein sometimes referred to as the "Sewer Facilities") continue to be used as a source of irrigation for the two eighteen hole golf courses and adjacent common areas, swim and tennis club and clubhouse all presently owned and operated by Developer as the East Lake Woodlands Country Club (hereinafter sometimes referred to as the "Golf Courses") until an acceptable source of other irrigation water for the Golf Courses is located but in any event no more than five (5) years from the date hereof without payment being made for such as provided for, infra; and

WHEREAS, the Golf Courses are located on portions of the property, more particularly described in Exhibit "A" attached hereto (herein sometimes referred to as the "Property";

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, as well as other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. Effluent

County agrees to deliver to Developer, Effluent for Golf Course irrigation purposes in accordance with the terms and conditions hereof, which Effluent will, at all times, meet all applicable water quality and other standards of the State of Florida, Department Of Environmental Protection, and any and all other governmental and regulatory bodies, boards, or agencies lawfully asserting any jurisdiction over the construction, or operation, of the Sewer Facilities, the use and disposal of the Effluent or any matter properly related thereto (herein sometimes referred to as the "Agencies") for use on the Golf Courses and other mutually agreed upon areas; and shall otherwise be suitable in accordance with sound engineering practices, for such purposes as to appearance, odor, quality, quantity, and flow. County agrees to deliver the Effluent in the amounts and in accordance with the terms and conditions hereof to the delivery points at the water storage pond of each of the Golf Courses from which irrigation water is presently drawn for use thereon by Developer.

2. Spraying.

Developer agrees to accept, store, and spray Effluent (provided such meets the requirements of this Agreement) onto the Golf Courses and/or other mutually agreed upon public access areas of the Property. Spraying of Effluent shall be in a manner mutually agreeable to the parties hereto and in accordance with any and all applicable rules, regulations, policies, requirements, and guidelines of the Agencies, and sound engineering practices, as to quality, quantity and methodology. The average daily volume (calculated on an ongoing cumulative basis, the parties recognizing that the supply and demand for such varies based on many conditions beyond the control of the parties) of Effluent to be sprayed onto the Golf Courses shall be an average of 350,000 gallons per day unless rainfall or other physical conditions of or affecting the Property shall cause this volume of Effluent to damage or otherwise interfere with the appropriate usage of the Property or violate any applicable rule, regulation, policy, requirement, or guideline of the Agencies, in which case the volume of Effluent shall be reduced accordingly so as to ensure that no such damage is caused, or such interference occurs, or such rule, regulation, policy requirement, or guideline is not violated. If such a reduction is required, the parties shall cooperate in other methods of storing or spraying the Effluent, recognizing that County has the ultimate duty and responsibility as the owner and operator of the Sewer Facilities of spraying of the Effluent, regardless of whether the Property can be utilized for such purposes.

3. County's Duties

County covenants and agrees as follows:

(a) The parties acknowledge and agree that County, incident to the implementation of an area-wide policy of attempting to reduce the consumption of potable water by making non-potable water (including Effluent) available for such purposes, would like to substitute well water for Effluent for purposes of irrigating the Golf Courses, provided, in turn, that sufficient quantities of water of acceptable quality are available to Developer for such purposes which would then allow County to make Effluent available to other users for residential irrigation usage in lieu of potable water. If such an alternate source of irrigation supply for the Golf Courses is not available

from wells or if all required permits or governmental approvals can not be obtained for such wells, then County shall continue to supply Effluent to Developer; but will require, at that time, that Developer pay the then prevailing charge for Effluent charged by County which date shall be, in any event, no more than five (5) years from the date hereof.

(b) When County, in its best good faith judgment, feels that the time is appropriate to investigate the possible substitution of Well water for Effluent for irrigating the Golf Courses, it will give reasonable prior notice to Developer of such. County and Developer promptly, thereafter, will mutually agree upon a location or locations for the drilling and operation of one or more wells (herein sometimes referred to in the singular as the "Well") within the Property. In doing so, preference shall be given to the utilization of existing wells for such purposes. New wells will be utilized only if the existing wells fail to provide an Adequate Supply. County, at its sole cost, agrees to have any and all necessary plans, specifications, reports, applications for permits, and other engineering data prepared for the purposes of effecting the drilling and operation of the Well in the case where the existing wells fail to provide an Adequate Supply, including all required site facilities, casing, valves, pumps, electrical lines, disconnects, fittings, connecting pipework to the existing "holding ponds" from which Effluent presently is being pumped, and other required related items (hereinafter sometimes collectively referred to as the "Plans"). The Plans shall be subject to Developer's review and approval, which review and approval Developer agrees shall not be unreasonably withheld, conditioned or delayed. Developer, in turn, agrees to assist and cooperate with County in preparing, approving, and obtaining, as appropriate and required, the Plans. County shall drill, or cause the drilling of the Well and its equipage adequate in all respects for purposes of providing an Adequate Supply, including pumps, pipelines, etc., at its sole expense (with title to such to vest in Developer), and all in accordance with the Plans upon receipt of any and all necessary approvals and permits (hereinafter sometimes referred to as the "Permits") required from all regulatory bodies, boards, or agencies lawfully asserting jurisdiction over the drilling and operation thereof (herein sometimes referred to collectively as the "Agencies"). After the Well, including all necessary equipage such as pumps, pipelines, etc., is constructed and is working all at County's

expense, as noted, supra, the flow and quality of the water produced by the Well will be tested by appropriate experts. If the Well supplies an adequate quantity of water for Developer's use for the Golf Courses and all of an acceptable quality for Developer's use for the Golf Courses, as determined by valid engineering reports and studies (herein sometimes referred to as an "Adequate Supply"), then, at that time, County shall be relieved from supplying any further Effluent to Developer, and Developer shall, thereafter, irrigate the Golf Courses from the Well at its sole cost.

(c) If, on the other hand, the Well (either the existing wells, new wells, or a combination of the two) initially does not supply an Adequate Supply, then, as indicated, supra, County shall continue to supply Effluent in an amount sufficient to augment the Well; and to provide, collectively, an Adequate Supply to Developer for the Golf Courses and Developer shall pay for such at the then current rate that County imposes for comparable large users (hereinafter sometimes referred to as the "Rate").

(d) Regardless of whether the Well is constructed at that time or not, Developer, under any circumstances, shall be required to pay for all Effluent supplied it by County commencing five (5) years from the date hereof at the Rate.

(e) If, at any time after County ceases to provide Effluent to Developer pursuant to the provisions of paragraph 3(b), supra, an Adequate Supply is no longer produced by the Well for any reason, including, but not limited to an insufficient water flow, lapse, non-renewal, or withdrawal of the Permits, so long as such failure to produce an Adequate Supply is through no fault of Developer (it being understood that high volume wells such as the Well require periodic maintenance such as pump, valve and casing replacement as they age and all of such shall be Developer's responsibility), then, in such event, County shall once again supply Effluent to Developer at the Rate in accordance with the applicable provisions of paragraph 3(c), supra, provided, however, that Effluent is available to County for such purposes and is not committed to other uses; and, additionally, subject to County's then applicable rules and regulations for the supplying of Effluent.

4. Developer's Duties

Developer covenants and agrees as follows:

(a) The surficial aquifer under the Property shall not be used as a potable water supply, but may be used for irrigation purposes by Developer or its successors, grantees, and assigns.

(b) In all future developments within the Property, water conservation plumbing facilities shall be utilized in all construction by Developer. Incident to this, the consumption of tank top toilets shall not exceed a normal design volume of 3 ½ gallons of water provided, of course, such toilets are commercially available in adequate quantities, as and when needed at a cost which is not-commercially excessive. Similarly, shower heads and faucets shall be sized or restricted so as not to allow a flow of more than an average of 3 gallons per minute calculated at a pressure of 60 pounds per square inch. Notwithstanding the above and foregoing, if any Agency allows the use of standard flush toilets due to the fact that the configuration of the applicable drain system requires a quantity of water greater than 3 ½ gallons to adequately flush the system, Developer shall be permitted to use such toilets with a greater capacity than as otherwise provided herein and in accordance with the applicable requirement of the applicable Agency, or the County Building Code.

5. Additional Easements

Developer and County acknowledge that additional easements, licenses, or access rights may be necessary for the operation and monitoring of the Sewer Facilities and disposal operations and County's performance of its duties hereunder, all as is contemplated hereby, and as reasonably determined by the parties. The location of said easements and the provisions of the additional easements, licenses, or access rights shall be subject to the approval of both County and Developer, with such approval not to be unreasonably withheld, delayed, or conditioned by either party. In no event shall said easements, licenses, or access rights materially interfere with the operation of the Golf Courses except for, possibly, short periods of time incident to construction, maintenance, or repair, or replacement.

6. Notice

All notices and other communications referred to and required herein must either be acknowledged in writing by the receiving party (if verbal) or be given by registered or certified mail (if written). Such notices shall be deemed given for purposes of this Agreement when acknowledged (if verbal) or when postmarked (if written) and written notices shall be deemed validly given for purposes of this Agreement when addressed as follows, which addresses may be subsequently changed by proper notice hereunder:

COUNTY: Pinellas County Utilities  
14 S. Ft. Harrison Avenue  
Clearwater, Florida 34616  
Attention: Director Of Utilities

Copy To: Pinellas County Attorney  
315 Court Street  
Clearwater, Florida 33516

DEVELOPER: East Lake Woodlands, Ltd.  
c/o MBL Life Assurance Corporation  
520 Broad Street  
Newark, New Jersey 07102  
Attention: Mr. Jay A. Koerber

Copies To: MBL Life Assurance Corporation  
520 Broad Street  
Newark, New Jersey 07102  
Attention: Law Department

and

William J. Deas, Esquire  
William J. Deas, P.A.  
2215 River Boulevard  
Jacksonville, Florida 32204

7. Miscellaneous

(a) Effective Date

This Agreement shall not become effective and binding until it has been executed by all parties hereto, and shall be dated for purposes hereof as of the date of execution by County.

(b) Applicable Law

This Agreement shall be construed and enforced under the laws of the State Of Florida, regardless of where it is executed or delivered.

(c) Construction

This Agreement shall not be construed more strongly against any party hereto, regardless of who was more responsible for its preparation.

(d) Entire Agreement

This Agreement, when fully implemented, shall supersede and replace any and all previous written or oral agreements between the parties pertaining to the subject matter hereto, including, but not limited to, the Previous Agreements; and at such time any and all such agreements are hereby declared to be null and void and of no further force and effect.

(e) Third Party Beneficiary

It is specifically understood and agreed that no person or other entity (other than an assignee pursuant to Section 7 (p), infra, shall be a third party beneficiary hereunder, and that none of the provisions of this Agreement shall be for the benefit of or be enforceable by anyone other than the parties hereto, and that only the parties hereto shall have any rights hereunder.



(f) Effect

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their legal representatives, successors, and permissible assigns, as applicable.

(g) Further Assurances

The parties hereto agree to execute any and all other and further documents as might be reasonably necessary in order to ratify, confirm, and effectuate the intent and purposes of this Agreement.

(h) Counterparts

This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original instrument, but such counterparts shall together constitute one and the same instrument.

(i) Partnership

Nothing herein shall be construed as to constitute or establish any type of joint venture, partnership, or any other type of legal relationship between the parties other than the presently existing contractual relationship.

(j) Amendment

This Agreement shall not be amended or modified, except by an amendment in writing executed by all parties hereto in the same form as this Agreement.

(k) Severability

All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law and are intended to be limited to the extent necessary so that they will not render this Agreement invalid, illegal or unenforceable. If any term of this Agreement shall be held to be invalid, illegal or

unenforceable, the validity of the other terms of this Agreement shall in no way be affected thereby.

(l) Paragraph Headings

The paragraph headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning, content or interpretation hereof.

(m) Non-Recordation

This Agreement shall not be recorded.

(n) Estoppel Certificates

Any party hereto will execute, acknowledge and deliver to any other party hereto, promptly upon request, a certificate certifying: (a) that this Agreement is unmodified and in full force and effect (or, if there have been modifications, that this Agreement is in full force and effect as modified, and stating the modifications); and (b) whether or not, to the actual knowledge of the parties hereto, there are then existing any Defaults under this Agreement (and if so, specifying the same). Any such certificate may be relied upon by any prospective transferee of any interest under this Agreement.

(o) Time Of Essence

Time is of the essence of this Agreement.

(p) Assignment

This Agreement shall be freely assignable by either party hereto (without the other party's consent), provided that such assignment shall be in writing, shall provide that the assignee thereunder shall assume all of the assignor's duties and obligations hereunder, shall provide for a new address for notice purposes hereunder; and, finally, that a copy of such assignment shall be promptly furnished to the other party hereto.

(q) Gender

Wherever used herein, all terms shall include masculine, feminine, neuter, singular and/or plural as to context admits or requires.

(r) Term

This Agreement shall terminate and become null and void upon the later of five (5) years from the date hereof or the County's performance of its duties under 3(b), supra, to drill and equip the Well.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names, by their respective officers or officials thereunto duly authorized, and

ATTEST:

KARLEEN F. DE BLAKER, CLERK

By: C. L. Short

As Deputy Clerk

PINELLAS COUNTY, FLORIDA, a political subdivision of the State Of Florida, by and through its Board Of County Commissioners

By: [Signature]

As its Chairman

APPROVED AS TO FORM  
OFFICE OF COUNTY ATTORNEY

By: [Signature]

Attorney

Signed and sealed in the  
presence of:

EAST LAKE WOODLANDS, LTD., a  
Florida limited partnership

By: METRO JV, INC., a New  
Jersey corporation, as  
its sole general partner

By: Jay A Koeber  
As its Vice President

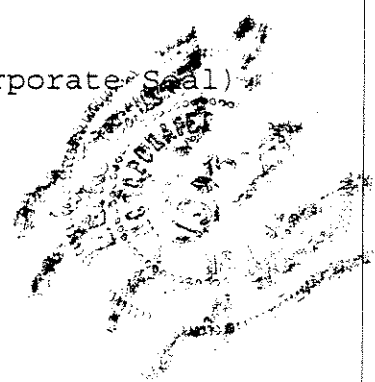
John Ramon  
Signature of Witness

John Ramon  
Typed or Printed Name of Witness

Michelle  
Signature of Witness

Nora Miller  
Typed or Printed Name of Witness

(Corporate Seal)



ELW/600-483/agmt-9f/dgf  
2/10/97

**LEGAL DESCRIPTION: Doot Ranch**

That certain piece, parcel, or tract of land, situate, lying, and being in the County of Pinellas, State of Florida, more particularly described as follows:

All of Section 3, Township 20 South, Range 16 East and all that portion of the Southeast 1/4 of Section 4, lying East of the Easterly Right of Way Line of County Road 77, less the North 404.6 feet of Brooker Creek and East of the Easterly Right of Way line of County Road 77, all being more particularly described as follows:

Commencing at the Northwest corner of said Section 3, said point being the POINT OF BEGINNING; thence from said POINT OF BEGINNING run South 89°17'09" East, along the Northerly Boundary of said Section 3, 5304.02 feet to the Northeast corner thereof; thence run South 03°25'38" East, along the East Boundary of said Section 3, 5444.53 feet to the Southeast corner thereof; thence run North 09°24'00" West, along the Southerly Boundary of said Section 3, 2656.30 feet to the South 1/4 corner thereof; thence run North 09°34'03" West, along said Southerly Boundary, 2650.02 feet to the Southwest corner thereof (also being the Southeast corner of Section 4, Township 20 South, Range 16 East); thence run North 89°07'12" West, along the Southerly Boundary of said Section 4, 2360.75 feet to the intersection with the Easterly Right of Way line of County Road 77; thence run North 10°57'04" East, along said Easterly Right of Way, 2274.50 feet; thence leaving said Easterly Right of Way run South 09°09'21" East, 1006.66 feet to the intersection with the Easterly Boundary of said Section 4; thence run North 03°18'52" West, along said Easterly Boundary, 1772 feet, more or less to the centerline of Brooker Creek; thence meander Westerly along said centerline 144.0 feet, more or less to the intersection with the aforementioned Easterly right of way of County Road 77; thence run North 35°36'39" East, along said Easterly right of way 101.00 feet more or less; thence continue along said right of way North 02°07'32" East, 34.75 feet; thence North 80°36'39" East, 63.64 feet; thence North 35°36'39" East, 45.67 feet to the point of curvature of a curve concave Northwesterly having a radius of 2351.15 feet; thence along and around said curve an arc distance of 959.90 feet, through a delta angle of 23°22'04" to the point of tangency; thence run North 12°14'35" East, 617.92 feet to the intersection with the Northerly boundary of the aforementioned Section 4; thence leaving said right of way run South 09°07'23" East, along said northerly boundary, 479.30 feet to the POINT OF BEGINNING.

EXHIBIT "A"

Legal Description - East Lake Woodlands

A parcel of land lying in Sections 9, 10, 15 and 16, Township 28 South, Range 16 East, Pinellas County, Florida, more particularly described as follows:

Commencing at the Northwest corner of said Section 10, run thence South  $89^{\circ}34'03''$  East along the North boundary of Section 10 a distance of 2659.02 feet; thence South  $89^{\circ}24'00''$  East along the North boundary of Section 10 a distance of 2656.30 feet to the Northeast corner of Section 10; run thence South  $00^{\circ}50'24''$  East along the East boundary of Section 10 a distance of 2656.02 feet; continue thence South  $00^{\circ}50'17''$  East along the East boundary of Section 10 a distance of 2656.46 feet to the Northeast corner of Section 15; thence North  $39^{\circ}14'25''$  West along the North boundary of Section 15 a distance of 2673.52 feet; thence South  $00^{\circ}13'59''$  East a distance of 3293.42 feet to a point on the Northeastly right-of-way line of State Road 584; thence North  $60^{\circ}53'34''$  West along said Northeastly right-of-way line a distance of 1693.77 feet to a point of curvature; thence along an arc of a curve to the right a distance of 962.25 feet, said curve having a radius of 2814.79 feet, central angle  $19^{\circ}35'13''$ , chord bearing North  $59^{\circ}10'57''$  West, and a chord distance of 957.53 feet to the point of tangent; thence North  $49^{\circ}23'21''$  West along said right-of-way a distance of 366.37 feet to a point on the East boundary of Section 16; thence North  $49^{\circ}23'21''$  West along said right-of-way a distance of 3117.90 feet to a point on the South boundary of Section 9; thence North  $49^{\circ}23'21''$  West a distance of 2055.21 feet to a point on the Easterly right-of-way line of East Lake Road, County Road No. 77; thence North  $45^{\circ}25'14''$  East along said Easterly right-of-way line a distance of 1546.86 feet to a point of curvature; thence along an arc of a curve to the left a distance of 500.30 feet, said curve having a radius of 623.69 feet, central angle  $45^{\circ}57'37''$ , chord bearing North  $22^{\circ}27'25''$  East, and a chord distance of 486.99 feet to a point of tangent; thence North  $00^{\circ}31'23''$  West along said right-of-way a distance of 1048.94 feet to a point of curvature; thence along an arc of a curve to the right a distance of 563.72 feet, said curve having a radius of 2814.93 feet, central angle  $11^{\circ}28'27''$ , chord bearing North  $05^{\circ}12'50''$  East and a chord distance of 562.78 feet to a point of tangent; thence North  $10^{\circ}57'04''$  East along said right-of-way a distance of 895.92 feet to a point on the North boundary of Section 9; thence South  $89^{\circ}07'12''$  East along said North boundary of Section 9 a distance of 2368.75 feet to the Point of Beginning.

Said parcel containing 1230.536 acres, more or less.