

The following pages were provided by the City of North Port Utilities Department. The pages are an agreement with the City for the City to provide reclaimed water to the tank on the property (pictured below) for the purpose of irrigation.

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### Contacts

Rick Newkirk, Utilities Director [rnewkirk@cityofnorthport.com](mailto:rnewkirk@cityofnorthport.com) 941-240-8010  
Jennifer Desrosiers, Utilities Business Manager [jdesrosiers@cityofnorthport.com](mailto:jdesrosiers@cityofnorthport.com) 941-240-8006



This instrument prepared by or under the supervision of:  
Name: Joel K. Goldman, Esq.  
Address: Greenberg, Traurig, Hoffman, Lipoff, Rosen &  
Quentel, P.A.  
1221 Brickell Avenue  
Miami, Florida 33131-3261

(Space reserved for Clerk of Court)

### ASSIGNMENT OF EFFLUENT AGREEMENT

THIS ASSIGNMENT OF EFFLUENT AGREEMENT ("Assignment") is made as of the 8<sup>th</sup> day of December, 1992, by and between GENERAL DEVELOPMENT UTILITIES, INC., a Florida corporation ("Assignor") and the CITY OF NORTH PORT, FLORIDA, a municipal corporation created under the laws of the State of Florida ("Assignee").

### RECITALS

A. Assignor and Assignee are parties to that certain CITY OF NORTH PORT FLORIDA/ GENERAL DEVELOPMENT UTILITIES, INC. WATER AND SEWER SYSTEM ASSET PURCHASE AND SALE AGREEMENT dated October 19, 1992 (the "Contract").

B. Assignor and ATLANTIC GULF COMMUNITIES CORPORATION, a Delaware corporation, f/k/a GENERAL DEVELOPMENT CORPORATION are parties to that certain Agreement dated February 12, 1986, as amended, a copy of which is attached hereto as Exhibit "A" and by this reference made a part hereof (the "Effluent Agreement").

C. Pursuant to Section 19.3 of the Contract, Assignor has agreed to assign the Effluent Agreement to Assignee and Assignee has agreed to assume all of the obligations of Assignor under the Effluent Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants exchanged by and among the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. Assignment. Assignor hereby sells, assigns, transfers, sets over and delivers to Assignee the Effluent Agreement subject, however, to the terms, covenants and conditions contained in the Effluent Agreement.
3. Assumption. Assignee hereby assumes all of the obligations of Assignor under the Effluent Agreement, and shall faithfully observe and perform all of the terms, covenants and conditions contained in the Effluent Agreement to be observed and performed on Assignor's part.
4. Interpretation. The terms "Assignor" and "Assignee" as used herein shall mean and include the named parties and their respective successors and assigns.
5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Assignment as of the day and year first above written.

Signed, sealed and delivered in the presence of:

GENERAL DEVELOPMENT UTILITIES, INC., a Florida corporation

Karen L. Soltis  
Name: KAREN L. SOLTIS

By: [Signature]  
Charles E. Fancher, Jr.  
President

[Signature]  
Name: ROBERT L. NORRIS

CITY OF NORTH PORT, FLORIDA, a municipal corporation created under the laws of the State of Florida

[Signature]  
Name: ROBERT L. NORRIS

By: [Signature]  
Ben Hardin  
Chairperson

[Signature]  
Name: ROBERT L. NORRIS

STATE OF FLORIDA }  
COUNTY OF Hillsborough }

SS:

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of December, 1992 by CHARLES E. FANCHER, JR., as President of GENERAL DEVELOPMENT UTILITIES, INC., a Florida corporation, on behalf of the corporation. He personally appeared before me, is personally known to me or produced drivers license as identification, and did not take an oath.

[NOTARIAL SEAL]

Notary: [Signature]  
Print Name: Doris J. Bergamini  
Notary Public, State of Florida  
Commission No: 0011077  
My commission expires: \_\_\_\_\_

Notary Public, State of Florida  
My Commission Expires June 23, 1995  
Bonded thru TFCY Fols - Insurance Inc.

STATE OF FLORIDA }  
COUNTY OF Hillsborough }

SS:

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of December, 1992 by BEN HARDIN, as Chairperson of THE CITY OF NORTH PORT, FLORIDA, a municipal corporation created under the laws of the State of Florida, on behalf of the municipal corporation. He personally appeared before me, is personally known to me or produced \_\_\_\_\_ as identification, and did not take an oath.

[NOTARIAL SEAL]

Notary: [Signature]  
Print Name: Doris J. Bergamini  
Notary Public, State of Florida  
Commission No: 0011077  
My commission expires: \_\_\_\_\_

Notary Public, State of Florida  
My Commission Expires June 23, 1995  
Bonded thru TFCY Fols - Insurance Inc.

NP-4111

GOLF COURSE IRR.  
WASTEWATER

AGREEMENT

AGREEMENT made this 12th day of February, 1986, between General Development Corporation, a Delaware corporation, authorized to transact business in the State of Florida, hereinafter referred to as "General", and General Development Utilities, Inc., a Florida corporation, hereinafter referred to as "Utilities".

WHEREAS, Utilities has been required by the Florida Department of Environmental Regulation through permit conditions that incorporate Sarasota County Resolution No. 85-229 requirements to dispose of reclaimed wastewater effluent from its North Port wastewater treatment plant.

WHEREAS, General desires to use the reclaimed wastewater effluent to spray irrigate the property set forth in Exhibit "A".

NOW, THEREFORE, in consideration of the mutual covenants herein granted:

1. CONSIDERATION. For Ten (\$10.00) Dollars and other valuable consideration, General agrees to accept and use reclaimed wastewater effluent.

2. DESCRIPTION OF PROPERTY. General hereby agrees to accept reclaimed wastewater effluent from the Utilities' North Port wastewater treatment plant for the purpose of irrigating the property described at Exhibit "A", attached hereto and by this reference made a part hereof, for the term and upon the conditions hereafter set forth.

3. TERM. The term of this Agreement shall commence upon execution of this Agreement and shall continue until terminated by mutual consent of the parties.

4. USE. During the term of this Agreement and any extensions thereof, Utilities shall pump reclaimed wastewater effluent to a point (Point of Delivery) defined at Exhibit B. General shall construct and operate an irrigation system to utilize the reclaimed wastewater effluent from said point for spray irrigation of portions of the subject property described at Exhibit A.

5. UTILITIES AGREES:

A. To provide reclaimed wastewater effluent to the Point of Delivery, in accordance with the requirements of permits issued by state and federal regulatory agencies having jurisdiction over such activities.

B. To construct and maintain the facilities necessary to treat and transport reclaimed wastewater effluent from the North Port wastewater treatment plant to the Point of Delivery.

C. To promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State, County and City Government and of any and all of their departments and bureaus applicable to treatment of reclaimed wastewater effluent for irrigation of areas accessible to the public during the term of this Agreement.

D. To indemnify and save General harmless from and against any and all claims, suits, actions, damages and/or causes of action arising during the term of this Agreement for any personal injury, loss of life and/or damage to soil and/or property sustained in or about the property or elsewhere, by reason or as a result of providing reclaimed wastewater effluent to the Point of Delivery which does not meet applicable standards for irrigation of areas accessible to the public and from and against any orders, judgments, and/or decrees which may be entered thereon and from and against all costs, counsel fees, expenses and liabilities incurred in and about the defense of any such claim and the investigation thereof, including those on appeal.

6. GENERAL AGREES:

A. To irrigate the property shown on Exhibit A with reclaimed wastewater effluent delivered to the point shown on Exhibit B.

B. To assume all construction, operation and maintenance responsibility and expense for the irrigation system beyond the Point of Delivery.

C. To manage subject golf course in accordance with all applicable laws, relating to this Agreement.

D. To indemnify and save Utilities harmless from and against any and all claims, suits, actions, damages and/or causes of action arising during the term of this Agreement for any personal injury, loss of life and/or damage to soil and/or property sustained in or about the property or elsewhere, by reason or as a result of General's use of said reclaimed wastewater effluent, and from and against any orders, judgments, and/or decrees which may be entered thereof and from and against all costs, counsel fees, expenses and liabilities incurred in and about the defense of any such claim and the investigation thereof, including those on appeal.

E. To grant to Utilities easements necessary for the construction, operation and maintenance of any facilities required to be constructed by Utilities on General's property up to the Point of Delivery.

F. That General is aware of the fact Utilities is required by the Florida Department of Environmental Regulation through permit conditions that incorporate Sarasota County Resolution No. 85-229 to dispose of reclaimed wastewater effluent by golf course irrigation. General agrees to assist Utilities to comply with the terms and conditions of this Resolution regarding the requirement to dispose of the effluent by golf course irrigation.

G. To at all times operate and maintain such facilities in an efficient manner. Circumstances resulting in the temporary or partial failure of the facilities as required by this Agreement shall be remedied with all reasonable dispatch. General shall notify Utilities if any temporary or partial failure of the facilities occurs.

H. That Utilities shall at all times during the term of this Agreement have the right to go on, upon and across the subject property, with advance notice to General.

I. To post appropriate warning signs around the sites utilizing reclaimed wastewater effluent to designate the nature of the water and its non-potability.

J. To take all reasonable precautions, including signs and labeling, to clearly identify the reclaimed wastewater effluent to prevent inadvertent human consumption.

K. That no cross-connections will be made between the reclaimed wastewater effluent system and other water systems.

L. All construction shall be in accordance with plans and specifications approved by all the applicable regulatory agencies and Utilities. Construction, operation and maintenance of the reclaimed water irrigation system shall be in accordance with the requirements of local, state, and federal regulatory agencies having jurisdiction over such activities including but not limited to the following:

1. To maintain a minimum distance of 500 feet between the periphery of the wetted reclaimed wastewater effluent irrigation system application area and any existing or approved (but not yet constructed) shallow water supply wells (excluding irrigation wells), Class I waters or Class II waters approved or conditionally approved for shell fish harvesting.
2. To maintain a minimum distance between the periphery of the wetted reclaimed wastewater effluent irrigation system application area and the edge of General's property which will preclude or minimize odor or aerosol drift.
3. To maintain a minimum distance of 100 feet between the periphery of the wetted reclaimed wastewater effluent irrigation system application area (including areas of aerosol drift) and outdoor public eating, drinking or bathing facilities.
4. To maintain a minimum distance of 15 feet between the periphery of the wetted reclaimed wastewater effluent irrigation system application area and any on-site surface water bodies or paved areas, not including paved golf cart path.
5. To prepare and implement a ground water monitoring plan in accordance with the requirements of local, state, and federal regulatory agencies having jurisdiction over such activities.
6. To operate the reclaimed water irrigation system during times which minimize public exposure to the reclaimed wastewater effluent.

7. DELIVERY:

Utilities will deliver and General will accept and use no less than 90 million gallons nor no more than 160 million gallons of reclaimed wastewater effluent per year in as equal of daily quantities as the weather or unforeseen circumstances will allow. Utilities will not be required to delivery more than 0.6 million gallons during any one twenty-four hour period. Utilities will deliver the reclaimed wastewater effluent at little or no pressure and General will supply the facilities necessary to increase the pressure to meet their needs.

8. OTHER

A. General's right to sell, transfer, or encumber the property described in Exhibit "A" shall not be restricted by this Agreement, as long as the terms and conditions of this agreement are not violated, and except that written notice of any proposed sale or transfer must be given to Utilities, at least thirty (30) days prior to the sale or transfer of the property described in Exhibit "A".

B. This Agreement shall be binding upon the successors, assigns and legal representatives of the respective parties hereto.

C. General and Utilities agree to execute any applications, affidavits, or other instruments which may be deemed necessary or desirable to permit General and Utilities to comply with Florida Statutes and any other applicable law.

9. NOTICES.

All notices to be given under this Agreement by either party to the other shall be given in writing by registered or certified mail, addressed to such party at the address hereinafter set forth or at such other address, if any, given by such party to the other during the term of this lease. Notice to be served on Utilities shall be mailed to its office at:

General Development Utilities, Inc.  
1111 South Bayshore Drive  
Miami, Florida 33131

Notices to be served on General shall be mailed to:

General Development Corporation  
Commercial and Resorts Division  
1111 South Bayshore Drive  
Miami, Florida 33131

General and Utilities agree to execute any applications, affidavits, or other instruments which may be deemed necessary or desirable to permit General and Utilities to comply with Florida Statutes and any other applicable law.

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

GENERAL DEVELOPMENT CORPORATION

By: *Stewart G. Kelly*

Attest: *Eric J. Smith*  
*Asst Secy*

GENERAL DEVELOPMENT UTILITIES, INC.

By: *Eric J. Smith*

Attest: *Eric J. Smith*  
*Asst Secy*



EXHIBIT A

A parcel of land lying in sections 28, 29, 32, 33, Township 39 South Range 21 East, Sarasota County, Florida, more particularly, described as follows:

Beginning at the southwesterly corner of Tract "A" of Block 3 which is also a point on the Northwesterly right-of-way line of Greenwood Avenue as shown on North Port Charlotte Country Club Unit Two according to the plat as recorded in Plat Book 26, pages 37 and 37A through 37C, of the public records of Sarasota County, Florida, thence run along the boundary of said North Port Charlotte Country Club Unit Two the following 13 courses: N19°12'49"W a distance of 229.36 feet, thence N47°02'39"E a distance of 314.34 feet to the POINT OF CURVATURE with a 1800 foot radius circular curve concave Northwesterly, thence Northeasterly along the arc of said curve through a central angle of 21°25'11" for a distance of 672.92 feet to a POINT OF TANGENCY thence N25°37'28"E a distance of 428.55 feet, thence S79°14'40"E a distance of 148.65 feet to a POINT ON THE ARC of a 1260 foot radius circular curve concave Northeasterly with a tangent bearing of S18°34'33"E at that point, thence Southeasterly along the arc of said curve through a central angle of 17°18'44" a distance of 380.72 feet, thence S00°03'22"W a distance of 132.71 feet to the POINT OF CURVATURE with a 3,000 foot radius circular curve concave Westerly, thence Southerly along the arc of said curve through a central angle of 05°55'49" a distance of 310.50 feet to a POINT OF TANGENCY, thence S05°59'11"W a distance of 117.89 feet to the POINT OF CURVATURE with a 685 foot radius circular curve concave Easterly, thence Southerly along the arc of said curve through a central angle 21°28'36" a distance of 256.76 feet to a POINT OF TANGENCY, thence S15°29'25"E a distance of 361.35 (plat) feet, thence S69°21'34"E a distance of 243.98 feet to the POINT OF CURVATURE with a 350 foot radius circular curve concave Northerly, thence Easterly along the arc of said curve through a central angle of 24°31'19" a distance of 149.80 feet; thence leaving said North Port Charlotte Country Club Unit Two run N20°40'21"E a distance of 286.79 feet to the POINT OF CURVATURE with a 1275.00 foot radius circular curve concave Southeasterly, thence Northeasterly along the arc of said curve through a central angle of 18°11'42" a distance of 404.89 feet to POINT OF REVERSE CURVATURE with a 725.00 foot radius circular curve concave Northwesterly; thence Northeasterly along the arc of said curve through a central angle of 18°11'42" a distance of 230.23 feet to a POINT OF TANGENCY with the Northwesterly line of Block 1 of North Port Charlotte Country Club Unit One according to the Plat as recorded in Plat Book 19, pages 32 and 32A through 32C, of the Public Records of Sarasota County, Florida; thence run along the boundary of said North Port Charlotte Country Club Unit One the following 15 courses: N20°40'21"E a  
NP GOLF COURSE/EXHIBIT A

605683

distance of 161.77 feet to the POINT OF CURVATURE with a 775.00 foot radius circular curve concave Westerly, thence Northerly along the arc of said curve through a central angle of 17°12'49" a distance of 232.84 feet to a POINT OF TANGENCY, thence N03°27'32"E a distance of 465.00 feet, thence N 89°14'56"W a distance of 147.04 feet, thence N44°30'00"W a distance of 585.09 feet, thence N13°38'52"W a distance of 388.81 feet, thence S76°21'08"W a distance of 213.08 feet to a point of intersection with the arc of a 225.00 foot radius circular curve concave Easterly, said POINT BEARING, S13°37'06"W from the center of circle of said curve, thence Northwesterly, Northerly and Northeasterly along the arc of said curve through a central angle of 113°27'29" a distance of 446.86 feet, thence N76°21'08"E a distance of 511.42 feet, thence N62°59'35"E a distance of 101.03 feet, thence N67°08'07"W a distance of 128.83 feet, thence S76°21'08"W a distance of 707.14 feet to a point of intersection with the arc of a 275 foot radius circular curve concave Northeasterly, said point bearing S10°58'20"W from the center of circle of said curve, thence Northwesterly along the arc of said curve through a central angle of 65°22'48" a distance of 313.80 feet to a POINT OF TANGENCY, thence N13°38'52"W a distance of 674.01 feet, thence N21°12'00"E a distance of 83.67 feet, thence leaving said North Port Charlotte Country Club Unit One Run N68°45'00"W a distance of 466.91 feet, thence S32°06'27"W a distance of 328.32 feet, thence S35°53'33"E a distance of 875.00 feet, thence S19°36'27"W a distance of 530.00 feet, thence N70°23'33"W a distance of 605.00 feet, thence N08°41'17"W a distance of 1164.14 feet, thence N70°27'59"W a distance of 70.00 feet, thence N35°30'55"W a distance of 198.69 feet, thence N06°50'00"W a distance of 534.95 feet, thence N07°02'37"W a distance of 276.28 feet, thence N22°36'33"W a distance of 250.49 feet, thence N33°23'30"W a distance of 369.42 feet to a point on a line 150.00 feet Southwesterly of and parallel to the Southwesterly right-of-way line of Appomattox Drive as said Drive is shown on the Plat for the Fifty-Second Addition to Port Charlotte Subdivision according to the plat thereof recorded in Plat Book 21, Pages 13 and 13A through 13M of the Public Records of Sarasota County, Florida; thence N45°34'35"W along said parallel line a distance of 315.76 feet, thence S44°25'25"W a distance of 470.00 feet, thence S00°34'35"E a distance of 390.00 feet; thence S28°34'35"E a distance of 140.00 feet; thence S61°25'25"W a distance of 220.00 feet; thence N70°04'35"W a distance of 195.00 feet; thence S69°55'25"W a distance of 475.00 feet to the POINT OF CURVATURE with a 500 foot radius circular curve concave Southeasterly; thence Southwesterly along the arc of said curve through a central angle of 66°00'00" for a distance of 575.96 feet to the POINT OF COMPOUND CURVATURE with a 300.00 foot radius curve concave Northeasterly; thence Southeasterly along the arc of said curve through a central angle of 64°03'19" for a distance of 335.39 feet to a POINT OF

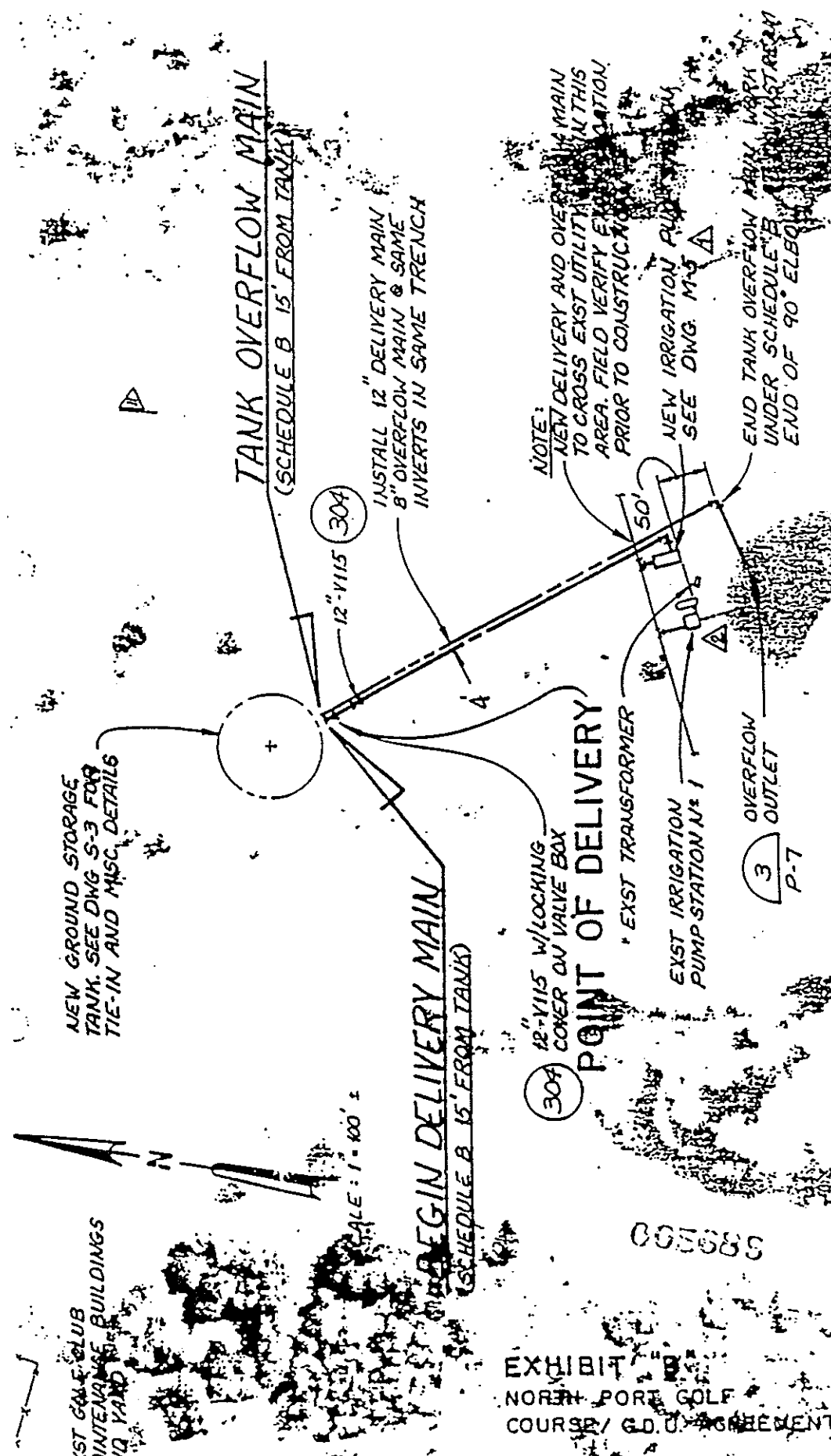
NP GOLF COURSE/EXHIBIT A

005884

TANGENCY, thence S60°07'54"E a distance of 187.79 feet; thence N70°40'21"E a distance of 140.00 feet; thence N80°40'21"E a distance of 586.85 feet; thence S71°19'39"E a distance of 247.22 feet, thence S01°19'39"E a distance of 639.45 feet to a POINT OF CURVATURE with a 380.00 foot radius circular curve concave Northeasterly; thence Southeasterly along the arc of said curve through a central angle of 40°45'00" for a distance of 270.26 feet to a POINT OF TANGENCY; thence S42°04'39"E a distance of 367.65 feet to the POINT OF CURVATURE with a 550.00 foot radius circular curve concave Westerly; thence Southerly along the arc of said curve through a central angle of 51°45'00" for a distance of 496.76 feet to a POINT OF TANGENCY; thence S09°40'21"W a distance of 942.12 feet; thence S69°13'39"E a distance of 1205.00 feet to the POINT OF CURVATURE with a 350 foot radius circular curve concave Northerly; thence Easterly along the arc of said curve through a central angle of 39°53'10" for a distance of 243.65 feet to a POINT OF TANGENCY; thence N70°47'11"E a distance of 69.44 feet to the POINT OF BEGINNING. Containing 227.44 acres, more or less.

005885

NP GOLF COURSE/EXHIBIT A



TANK OVERFLOW MAIN  
(SCHEDULE B 15' FROM TANK)

INSTALL 12" DELIVERY MAIN & 8" OVERFLOW MAIN @ SAME INVERTS IN SAME TRENCH

NOTE:  
NEW DELIVERY AND OVERFLOW MAIN TO CROSS EXIST UTILITY IN THIS AREA. FIELD VERIFY EXIST UTILITIES PRIOR TO CONSTRUCTION.

NEW IRRIGATION PUMP STATION SEE DWG. M-3 A

END TANK OVERFLOW MAIN WITH UNDER SCHEDULE B AT TANK STATION END OF 90° ELBOW

NEW GROUND STORAGE TANK. SEE DWG S-3 FOR TIE-IN AND MISC. DETAILS

12" V115 W/LOCKING COVER ON VALVE BOX

POINT OF DELIVERY

\* EXST TRANSFORMER

EXST IRRIGATION PUMP STATION N° 1

OVERFLOW OUTLET  
3  
P-7

BEGIN DELIVERY MAIN  
(SCHEDULE B 15' FROM TANK)

SCALE: 1" = 100'

EXST GOLF CLUB INTENSIVE BUILDINGS 10 YARD

007088

EXHIBIT "7"  
NORTH PORT GOLF COURSE / C.D.U. AGREEMENT

FIRST AMENDMENT

*original legal  
Vallb*

THIS FIRST AMENDMENT made this 14<sup>th</sup> day of April, 1987, between General Development Corporation, a Delaware corporation authorized to do business in the State of Florida, hereinafter referred to as "General", and General Development Utilities, Inc., a Florida corporation, hereinafter referred to as "Utilities", amends that certain Agreement dated February 12, 1986 between the parties.

WHEREAS, Utilities is required to properly dispose of additional reclaimed wastewater effluent from its North Port Wastewater Treatment Plant.

WHEREAS, General desires to use the additional reclaimed wastewater effluent to spray irrigate the property described in Exhibit A.

NOW, THEREFORE, in consideration of the mutual covenants herein granted, the parties agree as follows:

1. Paragraph 7 "Delivery" of the Agreement dated February 12, 1986 ("Agreement") is hereby deleted in its entirety and the following substituted therefor:

"7. Delivery. Utilities will deliver and General will accept and use no less than 150 million gallons nor no more than 440 million gallons of reclaimed wastewater effluent per year in as equal of daily quantities as the weather or unforeseen circumstances will allow. Utilities will not be required to deliver more than 1.2 million gallons during any one twenty-four hour period. Utilities will deliver the reclaimed wastewater effluent at little or no pressure and General will supply the facilities necessary to increase the pressure to meet their needs."

2. All other terms and conditions of the Agreement remain unchanged and in full force and effect.

IT WITNESS WHEREOF the parties have executed this First Amendment to the Agreement on the day and year first above written.

GENERAL DEVELOPMENT CORPORATION

By: *[Signature]*  
SENIOR VICE PRESIDENT

Attest: *[Signature]*  
ASST SECRETARY

GENERAL DEVELOPMENT UTILITIES, INC

By: *[Signature]*  
SENIOR VICE PRESIDENT

Attest: *[Signature]*  
SECRETARY

005887-

SECOND AMENDMENT

THIS SECOND AMENDMENT made this 30th day of July, 1992 between Atlantic Gulf Communities Corporation, a Delaware corporation authorized to do business in the State of Florida, hereinafter referred to as "Atlantic" and General Development Utilities, Inc., a Florida corporation, hereinafter referred to as "Utilities," amends that certain Agreement dated February 12, 1986 and First Amendment dated April 14, 1987 between the parties.

WHEREAS, Utilities desires to amend Exhibit "B" Paragraph 7 "Delivery," and the addition of Paragraph 10 to the Agreement.

WHEREAS, Atlantic has no objection to the amendments of Exhibit "B" Paragraph 7 "Delivery" and the addition of Paragraph 10 to the Agreement.

NOW, THEREFORE, in connection of the mutual covenants herein granted, the parties agree as follows:

1. Exhibit "B" of the Agreement is amended by relocating the point of delivery from the twelve inch valve located fifteen feet from the ground storage tank to the discharge of the irrigation pump.

2. Atlantic agrees to pay all power costs associated with the operation of the irrigation pump as identified in Exhibit "B."

3. Paragraph 7 "Delivery" of the Agreement is hereby amended as follows:

7. Delivery: Utilities will deliver and Atlantic will accept and use no less than 50 million gallons nor no more than 440 million gallons of reclaimed wastewater effluent per year in as equal of daily quantities as the weather or unforeseen circumstances will allow. Utilities will not be required to deliver more than 1.2 million gallons during any one 24 hour period.

4. Paragraph 10 is added to the Agreement as follows:

10. Rates: All rates and charges made by Utilities to Atlantic shall be made in accordance with such tariff filed by Utilities with the Florida Public Service Commission in accordance with such tariff, as amended, as may be from time to time adopted and approved by the Florida Public Service Commission in accordance with its' regulatory authority contained in applicable statutes, ordinances, rules and regulations.

5. All other terms and conditions of this Agreement remain unchanged and in full force and effect.

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

ATLANTIC GULF COMMUNITIES CORPORATION

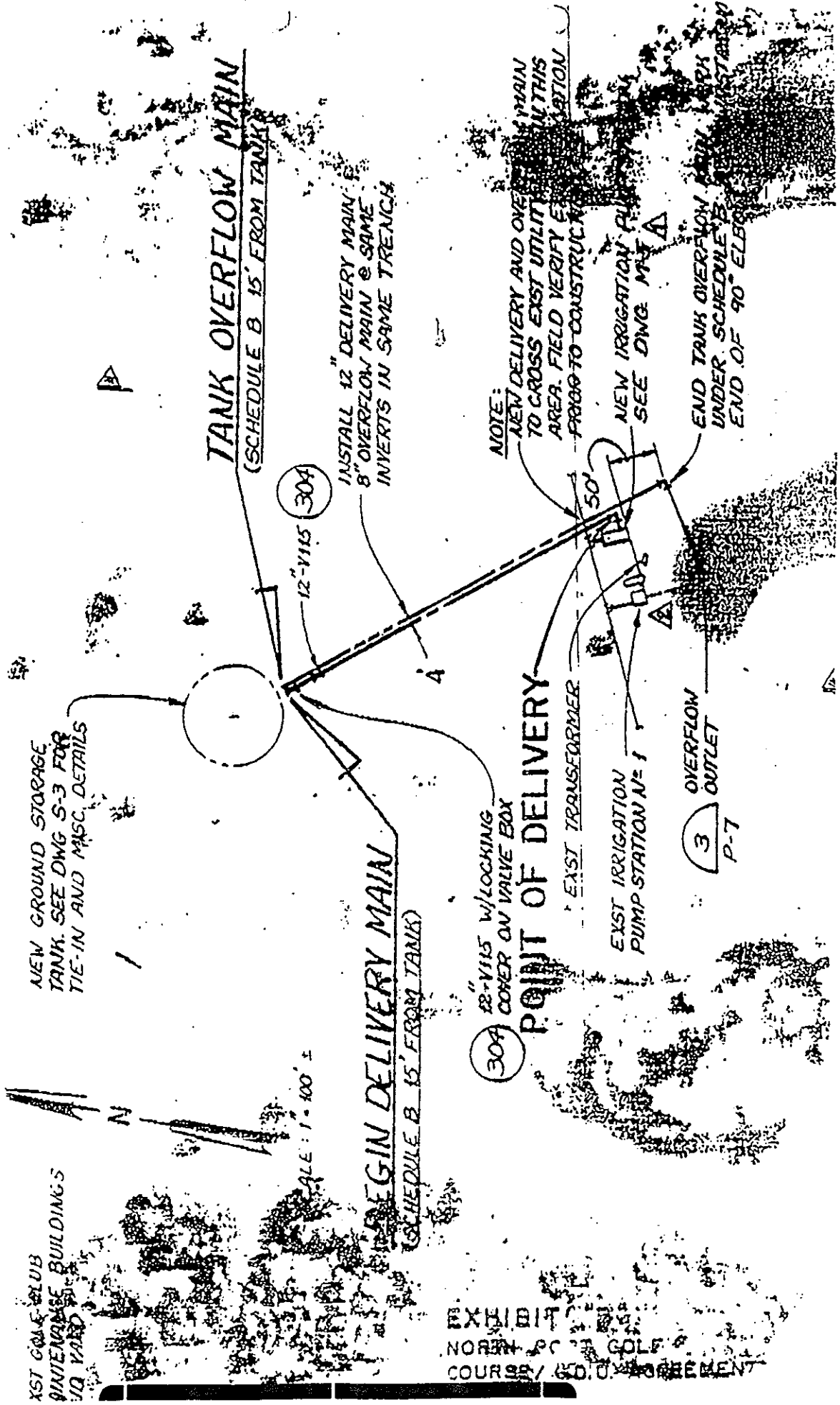
By: *Donald A. [Signature]*

Attest: *Janet K. Newberry*

GENERAL DEVELOPMENT UTILITIES, INC.

By: *[Signature]*

U



EXIST GOLF CLUB  
BENTLEY BUILDINGS  
GOLF COURSE

EXHIBIT  
NORTH  
COURSE



## THE THIRD AMENDMENT

THIS THIRD AMENDMENT is made this 12-19 day of October, 1992, between ATLANTIC GULF COMMUNITIES CORPORATION, a Delaware Corporation authorized to do business in the State of Florida, hereinafter referred to as "ATLANTIC" and GENERAL DEVELOPEMENT UTILITIES, INC., a Florida Corporation, hereinafter referred to as "UTILITIES" amends that certain Agreement dated February 12, 1986, First Amendment dated April 14, 1987, and Second Amendment dated July 30, 1992 between the parties.

WHEREAS, UTILITIES is this same date entering into a Purchase and Sale Agreement with the City of North Port, Florida, to sell its water and sewer system located in the City of North Port.

WHEREAS, the City will be assuming the Agreement dated February 12, 1986, as amended.

WHEREAS, upon assumption of the February 12, 1986 Agreement and all Amendments thereto, the Florida Public Service Commission will no longer regulate the water and sewer system and the rates to be charged under the February 12, 1986 Agreement as amended.

WHEREAS, ATLANTIC and UTILITIES desire to amend paragraph 10 to the Agreement to clarify that upon acquisition of the water and sewer system by the City of North Port, the City of North Port will set rates for the use of reclaimed wastewater effluent by ATLANTIC under the February 12, 1986 Agreement.

ACCORDINGLY, in consideration of the above recitals and benefits to be derived from the mutual observation of the covenants contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. The above recitals are true and correct and form a material part of this Agreement.

2. Paragraph 10 of the Agreement is hereby amended as follows:

10. RATES: All rates and charges made by UTILITIES, its successors or assigns to ATLANTIC shall be made in accordance with such tariff, as amended, as may be from time to time adopted and approved by the Florida Public Service Commission in accordance with its' regulatory authority contained in applicable statutes, ordinances, rules and regulations. Should this Agreement be assigned to and assumed by the City of North Port, Florida, the City shall set rates and charges to be paid by ATLANTIC for the delivery of reclaimed wastewater effluent under this Agreement. The City shall charge and ATLANTIC shall pay to the City \$.23 (twenty-three cents) per thousand gallons of reclaimed wastewater effluent delivered to the golf course property under this Agreement. Furthermore, said user rate for the delivery of reclaimed wastewater effluent may change from time to time as determined by the City Commission of the City of North Port.

Florida so long as said rate is just, fair, reasonable and equitable.

3. Except as expressly amended by this THIRD AMENDMENT, all other terms and conditions of the February 12, 1986 Agreement as amended by the First Amendment and the Second Amendment shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

Signed, sealed and delivered in the presence of:

(x) \_\_\_\_\_

Name: \_\_\_\_\_

(x) \_\_\_\_\_

Name: \_\_\_\_\_

Signed, sealed and delivered in the presence of:

(x) \_\_\_\_\_

Name: \_\_\_\_\_

(x) \_\_\_\_\_

Name: \_\_\_\_\_

UTILITY:

GENERAL DEVELOPMENT UTILITIES, INC., a corporation

By: *Charles E. Fancher, Jr.*  
Mr. Charles E. Fancher, Jr.  
President

[Corporate Seal]

AGCC:

ATLANTIC GULF COMMUNITIES, CORPORATION, a corporation

By: *Donald A. [Signature]*  
Donald A. [Signature]  
Print Name  
*[Signature]*  
Title

[Corporate Seal]

FOURTH AMENDMENT TO EFFLUENT AGREEMENT

THIS FOURTH AMENDMENT is made as of the 8<sup>th</sup> day of December, 1992, by and between ATLANTIC GULF COMMUNITIES CORPORATION, a Delaware corporation authorized to do business in the State of Florida ("Atlantic") and GENERAL DEVELOPMENT UTILITIES, INC., a Florida corporation ("Utilities").

**W H E R E A S:**

A. Atlantic and Utilities are parties to that certain Agreement dated February 12, 1986, as amended by the First Amendment dated April 14, 1987, Second Amendment dated July 30, 1992 and Third Amendment dated October 12, 1992 (collectively, "Effluent Agreement"), which provides for, among other things, the use of reclaimed wastewater effluent for the irrigation of Sabal Trace Golf Course located in the City of North Port Florida ("Golf Course").

B. Atlantic recognizes that irrigating the Golf Course through the effluent disposal system is the preferred use for the reclaimed wastewater effluent.

C. Conditions may exist from time to time where using the reclaimed wastewater effluent for irrigation may be harmful to the use of the Golf Course for its primary purpose as a country club and golf course.

D. The parties desire to amend the Effluent Agreement in certain respects as more particularly set forth below.

NOW, THEREFORE, in consideration of the execution and delivery of the Effluent Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby further agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Paragraph 7, entitled "Delivery", is hereby amended and restated in its entirety as follows:

"7. Delivery: Utilities will deliver as required by Atlantic and Atlantic will accept and use no less than 50 million gallons and no more than 440 million gallons, subject to the terms provided below, of reclaimed wastewater effluent per year in as equal of daily quantities as the weather or unforeseen circumstances will allow. Utilities will not be required to deliver more than 1.2 million gallons during any one 24 hour period. Notwithstanding anything to the contrary contained herein, Atlantic will not be required to accept any reclaimed wastewater effluent in an amount or amounts in excess of what Atlantic determines to be necessary for the irrigation of the subject property in Atlantic's sole discretion."

3. Paragraph 10, entitled "Rates", is hereby amended and restated in its entirety as follows:

"10. Rates: All rates and charges made by Utilities, its successors or assigns to Atlantic shall be made in accordance with such tariff, as amended, as may be from time to time adopted and approved by the Florida Public Service Commission in accordance with its regulatory authority contained in applicable statutes, ordinances, rules and regulations. Should this Agreement be assigned to and assumed by the City of North Port, Florida, the

City shall set rates and charges to be paid by Atlantic for the delivery of reclaimed wastewater effluent under this Agreement. The City shall charge and Atlantic shall pay to the City \$.23 (twenty-three cents) per thousand gallons of reclaimed wastewater effluent delivered to the golf course property under this Agreement with the minimum charge for any continuous twelve month period being calculated on a minimum usage of not less than 50 million gallons. Furthermore, said user rate for the delivery of reclaimed wastewater effluent may change from time to time as determined by the City Commission of the City of North Port, Florida so long as said rate is just, fair, reasonable and equitable."

4. Except as specifically modified hereby, all of the provisions of the Effluent Agreement which are not in conflict with the terms of this Fourth Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment as of the date first above written.

Signed, sealed and delivered  
presence of:

ATLANTIC GULF COMMUNITIES  
CORPORATION, a Delaware  
corporation

Karen L. Sloffer  
Name: KAREN L. SHOFFER

By: [Signature]  
Name: MARCIA DANLEY  
Title: VICE-PRES.

Matthew B. Gorse  
Name: MATTHEW B. GORSE

[CORPORATE SEAL]

GENERAL DEVELOPMENT UTILITIES,  
INC., a Florida corporation

Karen L. Sloffer  
Name: KAREN L. SHOFFER

By: [Signature]  
Name: CE FAWCETT JR  
Title: PRESIDENT

Matthew B. Gorse  
Name: MATTHEW B. GORSE

[CORPORATE SEAL]