

**THIS INSTRUMENT PREPARED BY:**

Pamela D'Agostino, Assistant County Attorney  
Manatee County Government  
Office of the County Attorney  
1112 Manatee Avenue West  
Bradenton, Florida 34205

***AGREEMENT TO TERMINATE AGREEMENT FOR THE  
DELIVERY AND USE OF RECLAIMED IRRIGATION WATER***

**THIS AGREEMENT TO TERMINATE AGREEMENT FOR THE DELIVERY AND USE OF RECLAIMED IRRIGATION WATER (Termination Agreement)** is made and entered by McClure Properties, Ltd., a Florida limited partnership (**McClure**), as the successor in interest to Daniel P. McClure, as Trustee, HBT of Eagle Pointe, LLC, a Florida limited liability company (**HBT**), as a successor in interest to McClure as to a portion of the land that is the subject of the **1986 Agreement** as defined herein, and MANATEE COUNTY, a political subdivision of the State of Florida (**County**). McClure, HBT, and County are sometimes collectively referred to herein as **Parties** and individually as **Party**.

**WHEREAS**, Daniel P. McClure, as Trustee, and County entered into an Agreement for the Delivery and Use of Reclaimed Irrigation Water dated March 25, 1986, (**1986 Agreement**), a copy of which is attached hereto and incorporated herein as **Exhibit 1**; and

**WHEREAS**, a Memorandum of Agreement summarizing the 1986 Agreement is recorded in Official Records Book 1143, Page 2525, of the Public Records of Manatee County, Florida; and

**WHEREAS**, the only successors in interest to the property subject to the 1986 Agreement are McClure and HBT; and

**WHEREAS**, the Parties desire to cancel and terminate the 1986 Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises made herein, and other good and valuable consideration, the adequacy, sufficiency and receipt 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. **AUTHORIZATION**: Each Party represents that such Party has the requisite power and authority under all applicable laws to enter into this Termination Agreement, that all of the procedural requirements imposed by law upon each Party for the approval and authorization of this Termination Agreement have been properly completed, and that

the persons who have executed this Termination Agreement on behalf of each Party are authorized and empowered to execute this Termination Agreement.

3. **CANCELLATION AND TERMINATION**: The 1986 Agreement is hereby canceled and terminated in its entirety and is null and void and shall be of no further force and effect.

4. **DISCHARGE AND RELEASE**: The Parties hereby discharge and release one another from any and all obligations and liabilities under the 1986 Agreement.

5. **EFFECTIVE DATE**: This Termination Agreement shall be effective upon approval by all Parties.

6. **ENTIRE AGREEMENT**: This Termination Agreement constitutes the entire understanding between the Parties with respect to termination of the 1986 Agreement and is intended to be an integration of all prior negotiations and understandings. This Termination Agreement supersedes all prior negotiations, understandings, representations, or agreements, both written and oral. The Parties shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein.

7. **FLORIDA LAW AND MANATEE COUNTY VENUE**: This Termination Agreement shall be governed, construed, and enforced in accordance with the law of the State of Florida. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation, shall lie in Manatee County, Florida.

8. **INFRASTRUCTURE**: Except for any measuring and monitoring equipment at all master meter assemblies which the County shall have the right to access, disconnect, and retrieve within 90 days of the effective date of this Termination Agreement, County hereby abandons all other reclaimed irrigation water infrastructure, including pipes, connections, and related utilities installed upon the property as defined by and in accordance with the 1986 Agreement and is under no obligation to remove same. McClure and HBT and their respective successors and assigns may utilize the aforementioned infrastructure for their own lawful purposes.

9. **INPUT AND INTERPRETATION**: Each Party has had equal input into the drafting of this Termination Agreement, has been represented by counsel in negotiating this Termination Agreement's terms, has carefully read the terms and conditions of this Termination Agreement, and knows and understands the contents and effect of this Termination Agreement. Neither this Termination Agreement nor any uncertainty or ambiguity in this Termination Agreement shall be construed against any Party, whether under any rule of construction or otherwise. This Termination Agreement shall be

construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of the Parties.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Termination Agreement on the day, month, and year written below.

Signed, sealed, and delivered in the presence of two witnesses:

**MCCLURE:**

McClure Properties, Ltd., a Florida limited partnership, by McClure Holdings, LLC, a Florida limited liability company, its General Partner

By: *D C McClure*  
Signature of Daniel C. McClure

As: Manager & President

Date: 12.4.19

*Terry Harris*  
First Witness Signature

Terry Harris  
First Witness Printed Name

*Susan G. Gierst*  
Second Witness Signature

Susan G. Gierst  
Second Witness Printed Name

STATE OF Florida  
COUNTY OF Manatee

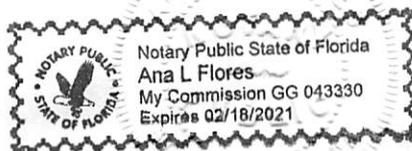
Before me, a Notary Public, the foregoing instrument was acknowledged this 4th day of December 2019, by Daniel C. McClure, as Manager and President of McClure Holdings, LLC, a Florida limited liability company, as the General Partner of McClure Properties, Ltd., a Florida limited partnership, on behalf of the partnership, who,

- is personally known to me, or
- has produced \_\_\_\_\_ as identification.

[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]

*Ana L Flores*  
Signature of Notary Public  
(Printed, typed, or stamped commissioned name of Notary Public)

My Commission Expires: 2-18-21



**HBT:**

HBT of Eagle Pointe LLC, a Florida limited liability company, by HBT of Manatee County LLC, a Florida limited liability company, its Managing Member, by Towne Realty, Inc., a Wisconsin corporation, its Managing Member

Affix corporate seal below:

By: *Mark S. Madigan*  
Signature of Mark S. Madigan

As: Vice President

Date: December 3, 2019

*[Signature]*  
First Witness Signature

Jana Cederholm  
First Witness Printed Name

*Terri A. Bratz*  
Second Witness Signature

Terri A. Bratz  
Second Witness Printed Name

STATE OF WISCONSIN  
COUNTY OF MILWAUKEE

Before me, a Notary Public, the foregoing instrument was acknowledged this 3rd day of December 2019, by Mark S. Madigan, as Vice President of Towne Realty, Inc., a Wisconsin corporation, as Managing Member of HBT of Manatee County LLC, a Florida limited liability company, as Managing Member of HBT of Eagle Pointe LLC, a Florida limited liability company, on behalf of the company, who,

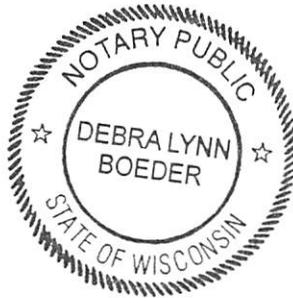
- is personally known to me, or
- has produced \_\_\_\_\_ as identification.

[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]

*Debra Lynn Boeder*  
Signature of Notary Public

My Commission Expires: 03/05/2021

(Printed, typed, or stamped commissioned name of Notary Public)  
Debra Lynn Boeder



**COUNTY:**  
**MANATEE COUNTY, a political**  
**subdivision of the State of Florida**

**By: its Board of County Commissioners**

By: \_\_\_\_\_  
Chairperson

Date: \_\_\_\_\_

ATTEST: ANGELINA COLONNESO  
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: \_\_\_\_\_

**AGREEMENT FOR THE DELIVERY AND USE  
OF RECLAIMED IRRIGATION WATER**

THIS AGREEMENT is made and entered into on March 25, 1986, between MANATEE COUNTY, a political subdivision of the State of Florida (mailing address: P.O. Box 1000, Bradenton, FL 33506), hereinafter referred to as the "COUNTY" and Mr. Daniel P. McClure, as Trustee, whose address or principal place of business is P.O. Box 934, Palmetto, Florida 33561 hereinafter referred to as the "OWNER."

**BASIS FOR THE AGREEMENT**

The COUNTY will operate and maintain a publicly owned treatment works known as the North Manatee County Subregional Wastewater Treatment Plant which will be capable of producing reclaimed water which may be used for productive and beneficial purposes to irrigate citrus groves, pasture land, vegetable fields, as well as urban and residential lawns in accordance with local, state, and federal guidelines. The governing commission of the COUNTY has approved this Agreement by appropriate action and has authorized its execution by the undersigned representatives.

In order to properly reflect that OWNER has agreed with COUNTY to commit certain land for the delivery and use of reclaimed water, a Memorandum of this Agreement, in the form attached hereto as Exhibit A and by this reference made a part hereof, shall be recorded in the public records of Manatee County, Florida. It is specifically understood that the OWNER shall not request more reclaimed water than can be beneficially used for irrigation purposes.

**TERMS AND CONDITIONS**

In consideration of the commitment of the COUNTY to deliver reclaimed water and the commitment of the OWNER to receive and beneficially use this water for the purposes set forth in this Agreement, the parties agree to the following terms and conditions:

1. TERM OF THE AGREEMENT; RECORDING.

(a) The COUNTY shall deliver and the OWNER shall accept and use reclaimed water produced by the COUNTY at the North Manatee County Subregional Wastewater Treatment Plant, or other equivalent facilities, and this Agreement shall be effective on the date of execution and for an initial term of twenty (20) years from March 25, 1986 to March 25, 2006. It is anticipated, but not warranted, that delivery of water will commence in the calendar year of 1987. The COUNTY agrees to give OWNER written notice of its intent to deliver the reclaimed water at least 180 days prior to commencement.

(b) Upon execution by both parties of Exhibit A, it shall be recorded, at COUNTY's sole expense, in the Official Records of Manatee County, Florida.

2. USE OF RECLAIMED WATER; OWNER'S IRRIGATION SYSTEM.

(a) The OWNER shall use reclaimed water delivered by the COUNTY for agricultural or urban irrigation, or other purposes in any manner determined by the OWNER except that use of the reclaimed water shall be consistent with local, state, and federal regulations, and in such a manner as not to require a federal wastewater discharge permit.

(b) The OWNER agrees to receive reclaimed water within thirty (30) days of receipt of written notice from the COUNTY that deliveries will commence. The written notice will establish volume and schedule of reclaimed water use as described in Article 3 and the conditions established in Exhibit B. The OWNER shall be solely responsible for the operation and maintenance of all portions of the distribution and irrigation system located within the boundaries of OWNER'S property and in accordance with the conditions established in Exhibit B of this Agreement.

3. WATER QUALITY.

Reclaimed water delivered under this Agreement shall be treated to levels acceptable to meet the requirements of Chapter 17-6 FAC for irrigation on lands for public access and in accordance with Exhibit C. In the event of unplanned water quality deterioration the County will inform the user as soon as practicable and all irrigation practices will be discontinued until quality is restored to acceptable levels.

4. VOLUME OF WATER; DELIVERY SCHEDULE.

(a) The COUNTY will deliver reclaimed water and the OWNER shall accept and use a volume of gallons of reclaimed water per day in accordance with the conditions established in Exhibit B. The COUNTY may, at their discretion, install appropriate meters at the point of delivery so that the volume of reclaimed water delivered may be monitored. Unless supplying water under adverse conditions as provided in Section 5 below, the COUNTY shall deliver reclaimed water under a minimum pressure in accordance with the conditions established in Exhibit B. This water shall be delivered to certain points with<sup>in</sup> the property to be identified by a later survey, and agreed to by both parties. The OWNER agrees to provide necessary easements for the construction, operation and maintenance of the COUNTY'S transmission system within the OWNER'S property. The COUNTY will, at its expense, construct, operate and maintain the lines to the points of delivery.

5. DELIVERY OF RECLAIMED WATER UNDER ADVERSE CONDITIONS.

(a) Adverse weather conditions or unforeseen circumstances may necessitate modification of the normal delivery schedule established in Exhibit B. The OWNER shall have the right to restrict or refuse the use of the reclaimed water to be delivered in the event of adverse weather conditions or unforeseen circumstances if the following emergency operating procedures have been followed. The OWNER shall not restrict or refuse the use of reclaimed water on any particular site until all alternate application sites available to the OWNER have been utilized to their capacity. Notice to the COUNTY of the exercise of this right shall be provided in writing, in advance. If advance notice to the COUNTY is not practical, then the OWNER shall give notice of the restriction or refusal upon exercising this right.

(b) Both parties also recognize that adverse weather conditions or unforeseen circumstances may result in a need for reclaimed water greater than the volume set forth in Paragraph 4(a). The OWNER shall have the right to draw additional water, subject to availability of reclaimed water supplies. The COUNTY will furnish water under such pressure as the transmission and delivery systems are capable of producing. During these

events, the COUNTY shall not be obligated to provide the minimum pressure described in Paragraph 4(a) above.

(c) If the COUNTY'S transmission or the OWNER'S distribution system fails for reasons or events beyond the COUNTY'S control, then delivery of reclaimed water under the requirements of this Agreement may be interrupted or limited in quantity. The COUNTY shall make all reasonable efforts to repair the transmission system promptly, and shall begin said repairs within 48 hours of receiving notice of the failure.

6. TRANSFER OR MODIFICATION OF OWNER'S COMMITMENT.

(a) Sale of Land. The OWNER'S right to sell, transfer or encumber the land described in Exhibit A shall not be restricted by this Agreement, except that written notice of any proposed sale or transfer must be given to the COUNTY at the address noted in Section 12 herein, at least thirty (30) days prior to the sale or transfer and any subsequent party in interest shall be obligated to receive and use the weekly allocation of reclaimed water described in Paragraph 4(a) and the buyer or transferee must execute and deliver to the COUNTY prior to the sale or transfer an acknowledgment and acceptance of the prior OWNER'S commitment under the same terms and conditions of this Agreement.

(b) Transfer of Commitment to Other Land. The OWNER shall also have the right to transfer the commitment under this Agreement to other land, within the service area of the COUNTY'S transmission system (hereafter referred to as "substituted land"), so long as the weekly allocation of reclaimed water is to be utilized under the same terms and conditions of this Agreement and in accordance with local, state, and federal guidelines. If transferred to another OWNER, the transferee shall also execute an acknowledgment and acceptance of the terms and conditions of this Agreement in the same manner described in Paragraph 6(a) above. In the event the OWNER transfers the commitment of this Agreement to substituted land, the cost of capital improvements and easement acquisitions required by the transfer to the substituted land shall be borne by the OWNER or transferee. All capital improvements for delivery of reclaimed water to substituted land must be designed, constructed, and owned by the COUNTY.

7. LIABILITY FOR CLAIMS.

a. The COUNTY shall save and hold harmless and indemnify OWNER, its agents, servants and employees, from all claims, costs, penalties, damages and expenses (including attorneys' fees) arising out of the following:

(1) Claims related to the COUNTY's construction, erection, location, operation, maintenance, repair, installation, replacement or removal of that part of the system controlled by the COUNTY for efficient disposal and reuse;

(2) Claims arising out of COUNTY's negligence or omissions within an area controlled by OWNER, or claims arising out of COUNTY's negligence or omissions within an area controlled or maintained by COUNTY.

(3) Claims by third parties alleging that they have sustained personal injury or property damage resulting from the deleterious nature of the reclaimed water to be furnished by COUNTY to OWNER under the terms of the agreement specifically including but not limited to the following:

a. Claims by persons employed upon the lands described in Exhibit A-1.

b. Claims by persons owning, employed upon or otherwise using lands affected by run-off from the lands described in Exhibit A-1.

c. Claims from persons who have consumed products grown or produced upon the lands described in Exhibit A-1.

b. The OWNER shall save and hold harmless and indemnify COUNTY, its agents, representatives, servants and employees, from all claims costs, penalties, damages and expenses (including attorneys' fees) arising out of the following:

(1) Claims related to the OWNER's construction, erection, location, operation, maintenance, repair, installation, replacement or removal of that part of the system controlled by the OWNER for efficient disposal and reuse;

(2) Claims arising out of OWNER's negligence or omissions within an area controlled by COUNTY, or claims arising out of OWNER's negligence or omissions within an area controlled or maintained by OWNER;

8. EXCUSE FROM PERFORMANCE BY GOVERNMENTAL ACTS.

(a) If for any reason during the term of this Agreement local, regional, state or federal governments or agencies shall fail to issue necessary permits, grant necessary approvals, or shall require any change in the operation of the treatment, transmission and distribution systems or the application and use of reclaimed water by the OWNER, then to the extent that such requirements shall affect the ability of any party to perform any of the terms of this Agreement, the affected party shall be excused from the performance thereof and a new agreement shall be negotiated, if possible, by the parties hereto in conformity with such permits, approvals, or requirements. More specifically, without excluding other governmental actions which excuse performance by each party, if the FDER fails to approve or revokes approval of alternate application sites identified by the OWNER as provided under Paragraph 2(a) and no other site is available to the OWNER which the FDER will approve, or if any agency prohibits the sale or processing of fruit irrigated with reclaimed water provided under this Agreement, then the OWNER'S performance shall be excused in the manner set forth above.

(b) The COUNTY will apply for grant funding from the United States Environmental Protection Agency for the construction of treatment and transmission facilities for delivery of the reclaimed water. In the event grant funding is not approved and supplied by these agencies, the COUNTY shall have the right to renegotiate or terminate this Agreement. The COUNTY'S obligations under this Agreement may also be terminated if performance is prevented by third-party litigation, inability to issue or market bonds or any other event beyond the COUNTY'S control.

9. TERMINATION OF ASSIGNMENT.

(a) The COUNTY shall have the right to terminate this Agreement at any time if the OWNER refuses to receive and use the weekly allocation of reclaimed water or receives and uses substantially more than the weekly allocation established by the delivery schedule, except as provided in Paragraph 5(b). Failure to exercise this right shall not constitute a waiver by the COUNTY to terminate this agreement upon subsequent breaches.

(b) The COUNTY shall also have the right to transfer all or any part of the treatment, or transmission facilities to another supplier and to

assign all or any part of their rights and obligations under this Agreement to an alternate supplier who shall be bound by and accept, and be exclusively responsible for all applicable terms and conditions of this Agreement.

10. DISCLAIMER OF REPRESENTATION AND WARRANTIES.

The COUNTY does not represent or warrant that the volume of reclaimed water delivered shall increase the productivity of the land described in Exhibit A nor result in changes to the land, crops or vegetation of any kind. The OWNER shall secure independent advice and shall make an independent judgement as to the use of the volume of water described in Section 4 and of the quality described in Section 3.

11. NOTICES.

All notices required or authorized under this Agreement shall be given in writing and shall be served by mail and the parties at the addresses listed below:

MR. DANIEL P. McCLURE - OWNER  
AS TRUSTEE

P.O. BOX 934  
PALMETTO, FL 33561

MANATEE COUNTY  
BOARD OF COUNTY COMMISSIONERS

P.O. BOX 1000  
BRADENTON, FL 33506

MANATEE COUNTY  
UTILITIES DEPARTMENT

CALLER SERVICE 25010  
BRADENTON, FL 33506

12. INSPECTION.

The COUNTY shall have the right, upon written notice to the OWNER, and when reasonably necessary to enter upon the OWNER'S property to review and inspect the OWNER'S operating practices as they relate to this Agreement. The COUNTY also reserves the right to inspect, evaluate, and otherwise establish if the OWNER has complied with the conditions set forth in Exhibit B of this Agreement.

13. DISCLAIMER OF THIRD PARTY BENEFICIARIES.

This Agreement is solely for the benefit of the formal parties hereto and no right or cause of action shall accrue upon or by reason hereof, or for the benefit of any third party not a formal party hereto.

14. SEVERABILITY.

If any part, section, subsection, or other portion of this Agreement or any application thereof to any person or circumstance is declared void, unconstitutional, or invalid for any reason, such part, section, subsection, or other portion, or the prescribed application thereof, shall be severable, and the remaining provisions of the Agreement, and all applications thereof not having been declared void, unconstitutional, or invalid, shall remain in full force and effect. The COUNTY and OWNER declare that no invalid or prescribed provision or application was an inducement to the execution of this Agreement, and that it would have executed this Agreement, regardless of the invalid or prescribed provision or application.

15. LAND USE APPROVALS.

This Agreement shall not be construed as granting or assuring or indicating any future grant of any land use or zoning approvals, permissions, variances, special exceptions, or rights with respect to the real property described in Exhibit "A" hereof.

16. APPLICABLE LAW.

This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

17. WAIVER OF RIGHTS AFFORDED BY THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970.

The OWNER acknowledges having been informed of his rights under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. The OWNER also acknowledges receipt of a copy of EPA Regulations and Implementation of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and hereby voluntarily waives these rights.

18. EXHIBITS AND ADDENDUMS.

This Agreement incorporates the following exhibits and addendums which are specifically made a part hereof:

Exhibit A - Memorandum of Agreement

Exhibit A-1 - Legal Description of Property

Exhibit B - Contract Conditions Between Manatee County and Mr. Daniel P. McClure, as Trustee

Exhibit C - Anticipated Reuse Quality

THIS WRITTEN AGREEMENT constitutes the entire agreement between the parties and has been entered into voluntarily and with independent advice and legal counsel and has been executed by the authorized representative of each party on the date written above. Modifications to and waivers of the provisions herein shall be made in writing by the parties hereto.

WITNESSES:

Mary Anne Spencer  
Conni McClure

OWNER: Daniel P. McClure, Trustee

STATE OF FLORIDA )

COUNTY OF MANATEE )

Sworn to and subscribed before me this 14th day of  
March, 1984, by Daniel P. McClure as Trustee, OWNER.

Mary Anne Spencer  
NOTARY PUBLIC

My Commission Expires: Notary Public, State of Florida  
My Commission Expires Sept. 24, 1985  
Granted by Child Welfare Institute Co.

ATTEST:

[Signature]  
Clerk of the Board of  
County Commissioners

BOARD OF COUNTY COMMISSIONERS  
OF MANATEE COUNTY, FLORIDA

By: [Signature]  
Chairman

FOR THE USE AND RELIANCE OF  
MANATEE COUNTY ONLY

Witnesses:

Approved as to form and  
legality, March 25, 1984

Colleen M. Hoyle  
Dwain E. Volkmer

[Signature]  
Public Utilities Attorney,  
Manatee County, Florida

MCED4C.2/33  
MCED5B.1/22  
3/13/86

STATE OF FLORIDA )

COUNTY OF MANATEE )

Sworn to and subscribed before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_, the Chairman of the  
Board of County Commissioners of Manatee County, Florida.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

STATE OF FLORIDA )

COUNTY OF MANATEE )

Sworn to and subscribed before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_, the Chairman of the  
Board of County Commissioners of Manatee County, Florida.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

EXHIBIT A  
MEMORANDUM OF AGREEMENT

This is a Memorandum summarizing that certain unrecorded Agreement dated March 25, 1986, 1986 between MANATEE COUNTY, a political subdivision of the State of Florida (mailing address P.O. Box 1000, Bradenton, Florida 33506), hereinafter referred to as "COUNTY" and MR. DANIEL P. McCLURE, as Trustee, whose address or principal place of business is P.O. Box 934, Palmetto, Florida 33561, hereinafter referred to as "OWNER," concerning the real property located in Manatee County, Florida described in Exhibit A-1 hereto and made a part hereof by this reference.

- a. The COUNTY agreed to deliver and the OWNER agreed to use reclaimed water produced by the COUNTY at the North Manatee County Subregional Wastewater Treatment Plant for agricultural or urban irrigation of OWNER's lands described on Exhibit A-1.
- b. The Agreement is effective on the date of execution and for a term of twenty (20) years from March 25, 1986 to March 25, 2006.
- c. The OWNER's right to sell, transfer or encumber the land described herein is not restricted by the Agreement, except that written notice of any proposed sale or transfer must be given to the COUNTY at least thirty (30) days prior to the sale or transfer, and any subsequent party in interest shall be obligated to receive and use the weekly allocation of reclaimed water described in the Agreement.
- d. The COUNTY has the right to terminate the Agreement at any time if OWNER refuses to receive and use the weekly allocation of reclaimed water or receives and use substantially more than the weekly allocation established by the Agreement.

- e. The COUNTY does not represent or warrant that the volume of reclaimed water delivered shall increase the productivity of the lands described herein nor result in changes to the land, crops or vegetation of any kind.

This Memorandum is not a complete summary of the Agreement. Provisions in the Memorandum shall not be used in interpreting the Agreement. In the event of conflict between the Memorandum and the unrecorded Agreement, the unrecorded Agreement shall control.

IN WITNESS WHEREOF, the parties have executed this Memorandum on March 17, 1986.

Mary Ann Spencer  
Conne McClure  
Witnesses as to OWNER

OWNER:

By: Daniel P. McClure, Trustee

STATE OF FLORIDA  
COUNTY OF MANATEE

Sworn to and subscribed before me this 17th day of March, 1986, by Daniel P. McClure as trustee, OWNER.

Mary Ann Spencer  
Notary Public

My Commission Expires: Notary Public, State of Florida  
My Commission Expires Sept. 24, 1989  
Issued by Citicorp County Assistance Co.

ATTEST:  
R.B. Shore  
Clerk of Circuit Court

BOARD OF COUNTY COMMISSIONERS OF  
MANATEE COUNTY, FLORIDA

By: \_\_\_\_\_  
Chairman

EXHIBIT A-1

LEGAL DESCRIPTION OF PROPERTY

Begin at the SE corner of Section 14, Township 33 South, Range 18 East; thence North along the East line of said Section 14, a distance of 1566.11 feet for a point of beginning; thence North along said East line of said Section 14, a distance of 3787.89 feet to the NE corner of said Section 14; continue North along East line of Section 11, Township 33 South, Range 18 East, a distance of 686.0 feet; thence West 65 feet; thence North 1320 feet; thence East 65 feet to the said East line of said Section 11, thence North along said East line of said Section 11 a distance of 672.5 feet to the NE corner of the SE $\frac{1}{4}$  of Said Section 11, said corner being center line of Buckeye Road; thence West along said center line of Buckeye Road a distance of 3707.2 feet; thence South 0°45'20" East 2652.7 feet to the North line of Section 14; thence West along the said North line of said Section 14, a distance of 1232.6 feet to the NE corner of Section 15, Township 33 South, Range 18 East; thence Westerly along North line of said Section 15, a distance of 5344.45 feet to the NW corner of said Section 15; thence South along the West line of said Section 15, a distance of 2821.6 feet; thence East and parallel to South line of said Section 14, a distance of 5333.61 feet to the East line of said Section 15; thence South along said East line of said Section 15, a distance of 964.17 feet; thence East and parallel to the South line of said Section 14, a distance of 4910.47 feet to the point of beginning.

LESS land described in deed recorded in Deed Book 311, Page 332, as follows:

Begin at the NW corner of Section 15, Township 33 South, Range 18 East, thence South along the Section line a distance of 2821.6 feet to a marker, thence East 5250 feet, more or less, to the West line of a graded County Road. Thence Northerly along the West side of said County Road, as now established a distance of 2821.6 feet to the North boundary line of said Section 15; thence West along the North boundary line of said Section to the point of beginning. All in Section 15, Township 33 South, Range 18 East, Manatee County, Florida.

- AND -

Continued

The S 1/2 of Section 12, all of Section 13, and the  
N 1/2 of Section 24, all Township 33 South, Range 18  
East, Manatee County, Florida.

Containing 1900 acres more or less.

EXHIBIT B  
CONTRACT CONDITIONS  
BETWEEN  
MANATEE COUNTY  
AND MR. DANIEL P. McCLURE, AS TRUSTEE

The following conditions are agreed to by both Manatee County (hereinafter referred to as the COUNTY) and Mr. Daniel P. McClure, as Trustee, (hereinafter referred to as the OWNER) for the use of reclaimed water. Conditions set forth in this Exhibit are in accordance with the agreement and are meant to meet the specific needs of the individual OWNER and the COUNTY.

All conditions of this exhibit are added to and made part of the Agreement.

Quality of Reclaimed Water

The COUNTY will deliver reclaimed water to the OWNER that meets or exceeds the requirements established in Chapter 17-6 FAC and the "Land Application of Domestic Wastewater Effluent in Florida," Florida Department of Environmental Regulation, Division of Environmental Programs, Bureau of Wastewater Management and Grants Final Rule, effective date: January 29, 1984.

Quantity and Delivery Pressure of Reclaimed Water

The COUNTY will deliver and the OWNER shall accept an annual average daily flow of reclaimed water in approximately equal weekly quantities (referred to as a "weekly allocation"), and this water shall be available at the distribution points to be agreed upon at a minimum pressure of 25 psi, in accordance with the following delivery schedule outlined as Table B-1.

#### Delivery Schedule of Reclaimed Water

The COUNTY will supply the OWNER, in accordance with the delivery schedule as Table B-1, on an annual average daily basis unless the flow is unavailable from the COUNTY's North Subregional Wastewater Treatment Facility. Availability of the reclaimed water shall be determined by the COUNTY based upon: flow into the treatment facility; quality of the reclaimed water and/or priority level as established in the Agreement.

In general, the COUNTY expects the annual flow schedule shown in Table B-1 to this Exhibit to be established for delivery to OWNER. All dates provided represent estimated dates for delivery and flow may be delivered for use prior to the referenced date if it is available.

The OWNER agrees to accept the reclaimed water in approximately equal weekly quantities. The maximum rate available to the OWNER, if needed, will be twice the annual average daily flow rate of 3.7 mgd.

#### Operation and Maintenance Practices

The OWNER will apply reclaimed water in accordance with all appropriate local, state, and federal rules and regulations. Irrigation practices are to be limited to those areas identified in Exhibit A of the Agreement unless otherwise agreed to by both the COUNTY and OWNER.

Reclaimed water irrigation systems shall protect human health and the environment, which includes, but is not limited to, the following:

1. Appropriate warning signs shall be posted around the sites utilizing reclaimed water by the OWNER to designate the nature of the water and its non-potability.
2. The OWNER will also take all reasonable precautions, including signs and labeling, to clearly identify reclaimed water systems to prevent inadvertent human consumption.
3. The OWNER shall insure that no cross-connections are made between the reclaimed water system and other water systems, which includes the installation of backflow prevention devices on existing wells that are to remain connected to the irrigation system for reclaimed water or the disconnection of existing wells.

4. A distance of 500 feet should be maintained between the periphery of the reclaimed water irrigation system application site and any existing or approved (but not yet constructed) shallow drinking water wells.
5. A distance of 1000 feet shall be maintained between potable water wells and holding ponds which are incorporated into the irrigation system.
6. The OWNER shall give his approval to the COUNTY to conduct soil borings and locate monitoring wells at the perimeter of the property in areas agreeable to the OWNER so as not to interfere with OWNER's operations. These monitoring wells shall be installed and sampled at periodic intervals by the COUNTY.

All costs for operating and maintaining the OWNER's irrigation distribution system shall be paid by the OWNER.

TABLE B-1  
ESTIMATED ANNUAL FLOW SCHEDULE

<u>Date</u>	<u>Year</u>	<u>North WWTP Flow (in mgd)</u>	<u>McClure Flow (in mgd)</u>
June 30	1987	0.5	0.3
June 30	1988	0.7	0.4
June 30	1989	1.0	0.6
June 30	1990	1.4	0.8
June 30	1991	1.9	1.1
June 30	1992	2.3	1.4
June 30	1993	2.6	1.7
June 30	1994	2.9	2.0
June 30	1995	3.2	2.3
June 30	1996	3.5	2.6
June 30	1997	3.8	2.9
June 30	1998	4.0	3.1
June 30	1999	4.2	3.3
June 30	2000	4.4	3.5
June 30	2001	4.6	3.7
June 30	2002	4.8	3.7
June 30	2003	5.0	3.7
June 30	2004	5.2	3.7
June 30	2005	5.4	3.7
June 30	2006	5.6	3.7

EXHIBIT C  
ANTICIPATED REUSE QUALITY

<u>Parameter</u>	<u>Anticipated Average Concentration (mg/l)</u>
BOD	10
Total Suspended Solids	5
Fecal Coliform	not detectable
Virus	not detectable
Chlorine Residual	1.0
Hardness, total	200 - 300
Alkalinity, Bicarbonate	100 - 200
Boron	1.0
Primary Standards	
Arsenic	0.10
Barium	1.0
Cadmium	0.01
Chromium	0.01
Lead	0.05
Mercury	0.001
Nitrate	5 - 8
Selenium	0.01
Silver	0.05
Fluoride	0.30
Secondary Standards	
Chlorides	100 - 200
Copper	0.10
pH	7.0 - 7.5
Iron	0.10
Manganese	0.10
Odor	
Sodium	100 - 200
Sulfate	100 - 200
Total Dissolved Solids	500 - 1,000
Zinc	1.0