

**PUBLIC NOTICE AND AGENDA OF THE GROVELAND CITY COUNCIL SPECIAL MEETING
SCHEDULED TO CONVENE AT 5:15 P.M., MONDAY, OCTOBER 24, 2016 IN THE E.L.
PURYEAR BUILDING LOCATED AT 243 S. LAKE AVENUE, GROVELAND, FLORIDA**

MAYOR	TIM LOUCKS	tim.loucks@groveland-fl.gov
VICE-MAYOR	KAREN MCMICAN	karen.mcmican@groveland-fl.gov
COUNCIL MEMBER	MIKE RADZIK	mike.radzik@groveland-fl.gov
COUNCIL MEMBER	DINA SWEATT	dina.sweatt@groveland-fl.gov
COUNCIL MEMBER	JOHN GRIFFIN	john.griffin@groveland-fl.gov
CITY ATTORNEY	ANITA GERACI-CARVER, ESQ.	
INTERIM CITY MANAGER	GWEN WALKER	gwen.walker@groveland-fl.gov
CITY CLERK	TERESA MAXWELL	teresa.maxwell@groveland-fl.gov
SERGEANT-AT-ARMS	CAPT. TODD ENGLISH	todd.english@groveland-fl.gov

Please note: Most written communication to or from government officials regarding government business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

AGENDA

Call to Order

Opening Ceremonies

- a. Pledge of Allegiance
- b. Invocation

Roll Call

New Business

1. Approval of Contract with WRA for Consumptive Use Permitting
2. Ordinance 2016-10-23: Rezoning to PUD – Villa City

Public Comment*

Announcements

Adjournment

****Groveland Code of Ordinances Sec. 2-58 (f).*** Any person desiring to address the council shall first secure the permission of the presiding officer and shall give his name and address for the record. All remarks shall be addressed to the council as a body and not to any member thereof unless permission to do so is first granted by the presiding officer. Unless further time is granted by the presiding officer or the council, members of the public shall limit their discussion or address to no more than five minutes. No question shall be asked a councilmember or city official except through the presiding officer. If your address is exempt from public record you are not required to state it. In addition, do not give out your Social Security Number, phone number, email address of any other information you do not want others to have access to as the meetings are recorded and those recordings are considered public record.

Pursuant to the provisions of Chap. 286, F.S., Sec. 286.0105, if a person decides to appeal any decision made by this body with respect to any matter considered at this meeting, he or she will need a record of the proceedings, and that for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record may include the testimony and evidence upon which the appeal is to be based and is advised to make such arrangements at his or her own expense.



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: October 24, 2016

ITEM NUMBER: 1

AGENDA ITEM: Agreement between City and WRA re: Water Supply Services

CITY GOAL: Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.

PREPARED BY: Anita Geraci-Carver, City Attorney

DATE: October 21, 2016

BACKGROUND: The City has experienced difficulties in the CUP permitting process. A number of extensions have been applied for by the City. The application submitted to SJRWMD has not been amended include the Villa City project. With the pending Villa City project the City is in urgent need to hire a different consultant to assist in the CUP permitting process who can amend the application and move the process forward in an expeditious manner.

WRA was awarded a bid by the City of Cocoa. It is Groveland's desire to piggyback off that contract as there is insufficient time to bid this work. The Agreement proposes adoption of the City of Cocoa contract with minor variations, including: (1) contract will end September 30, 2017; (2) hourly rate for principal is set at \$200.00; (3) venue is Lake County, Florida; and (4) Total Estimated Task Fees may vary slightly as will the Scope of Work dated October 1, 2015 to September 30, 2016.

Additionally, Mark Farrell of WRA has provided assistance to the City since October 12, 2016 and attended a meeting on October 20, 2016 with the City and SJRWMD. The Agreement provides for the City to pay WRA for those services.

STAFF RECOMMENDATION: Motion to Approve Agreement

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"

**AGREEMENT BETWEEN THE CITY OF GROVELAND AND
WATER RESOURCE ASSOCIATES, LLC**

This Agreement is made on October 24, 2016 between **Water Resource Associates, LLC, a Florida limited liability company** (“WRA”) 4260 West Linebaugh Ave., Tampa, Florida 33624 and the **City of Groveland** (“the City”), 156 S. Lake Avenue, Groveland, Florida 34736.

WHEREAS, WRA was awarded a competitively bid contract by the City of Cocoa for WRA to provide professional consulting services relating to the City’s Consumptive Use Permit; and

WHEREAS, the City is in need of immediate services from WRA relating to CUP 2913 and desires to piggyback on the contract between WRA and the City of Cocoa.

1. The parties agree to the terms and conditions as set forth in the Agreement between WRA and the City of Cocoa attached hereto as **Exhibit A** (“Cocoa Agreement”), except as otherwise provided herein and except Exhibit A to the Cocoa Agreement.
2. This Agreement between the parties will be valid through September 30, 2017.
3. The City has previously submitted a CUP application; however, it is necessary to amend the application to include water demands relating to the Villa City project. Therefore, the tasks may vary slightly from that provides in the Scope of Services dated October 1, 2015 to September 30, 2016 attached as **Exhibit B** and therefore the Total Estimated Task Fees plus expenses may vary as well. However, the hourly rate of \$200.00 per hour as provided for therein for a principal shall apply. WRA shall also be entitled to payment for services provided to the City between October 12, 2016 and the date of this Agreement.
4. Each party hereto acknowledges that this agreement contains all of the terms and provisions of the contractual relationship between the parties hereto. This agreement may not be assigned by either party without the prior written approval of other parties hereto.
5. **Governing Law/Venue and Jurisdiction:** This Agreement shall be governed by the laws of the State of Florida without regard to conflicts of law provisions. Venue of any litigation arising out of this Agreement shall be only within any court of competent jurisdiction in Lake County, Florida.

Signature page shall follow

**AGREEMENT BETWEEN THE CITY OF GROVELAND AND
WATER RESOURCE ASSOCIATES, LLC**

Page 2 of 2

Signed at Groveland, Lake County, Florida, the 24th day of October, 2016.

CITY OF GROVELAND, FLORIDA

TIM LOUCKS, MAYOR

ATTEST:

TERESA MAXWELL, CITY CLERK

Water Resource Association, LLC,

By: _____
Mark D. Farrell, Manager

Dated: _____

**AGREEMENT FOR
WATER RESOURCE CONSULTANT SERVICES**

THIS AGREEMENT is made and entered into this 27th day of April 2010, by and between the **CITY OF COCOA, FLORIDA**, a Florida Municipal Corporation, hereinafter referred to as "City", located at 65 Stone Street, Cocoa, Florida 32922, and **WATER RESOURCE ASSOCIATES, INC.**, a Florida corporation, authorized to conduct business in the State of Florida, whose address is 4260 West Linebaugh Avenue, Tampa, Florida 33624 hereinafter referred to as "Consultant".

WITNESSETH:

WHEREAS, City has a need to obtain non-engineering related consulting services regarding water resource permitting and projects from time to time on an as-needed, task oriented basis; and

WHEREAS, this is not an engineering or construction services agreement governed by the Florida's Consultants' Competitive Negotiation Act, Section 287.055, *Florida Statutes*; and

WHEREAS, Consultant is willing to provide such services to the City under the terms and conditions stated herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the third (3rd) anniversary of the Effective Date. The Parties shall have the option to extend the term of this Agreement by mutual agreement. Such an extension shall only be by written amendment to this Agreement.

1.2 The terms and conditions of any Task Order, as described in Section 2 hereof, shall be as set forth in such Task Order. Any Task in effect at the termination of this Agreement shall remain in effect until completion of said Task Order, and all of the terms and conditions of this Agreement shall survive until completion of all Task Orders.

1.3 **Definitions.** The following words and phrases used in this Agreement shall have the following meaning ascribed to them unless the context clearly indicates otherwise:

- a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this

Water Resource Consultant Services Agreement
City of Cocoa and Water Resource Associates, Inc.



Agreement, as amended from time to time, which shall constitute authorization for the Consultant to provide the Consulting services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

b. "Effective Date" shall be the date on which the last signatory hereto shall execute this Agreement, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not go into effect until said date.

c. "Consultant" shall mean Water Resource Services, Inc., a Florida Corporation, and its principals, employees, resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in Section 119.011(1), *Florida Statutes*.

e. "Reimbursable Expenses" shall mean the actual expenses incurred by Consultant or Consultant's independent professional associates and consultants which are directly related to travel and subsistence at the rates, and under the requirements of, Section 112.061, Florida Statutes, or any other actual and direct expenses the City agrees to reimburse by Task Order.

f. "Work" or "Services" shall be used interchangeably and shall include the performance of the water resource and permitting work agreed to by the parties in a Task Order related to the City's Dyal Water Treatment Facility.

g. "Task Order" shall mean a written document approved by the parties pursuant to the procedure outlined in paragraph 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in paragraph 3.0 herein, which sets forth the Work to be performed by Consultant under this Agreement, and shall include, without the necessity of a cross-reference, the terms and conditions of this Agreement.

1.4 **Engagement.** The City hereby engages the Consultant and Consultant agrees to perform the Services outlined in this agreement for the stated fee arrangement. No prior or present representations shall be binding upon any of the parties hereto unless incorporated in this Agreement.

2.0 DESCRIPTION OF SERVICES; RATE SCHEDULE

2.1 The City may make request of Consultant to perform water resource and permitting consulting services on a "task" basis. In general, such services may include, but not be limited to, water resource consultations, planning, evaluations, feasibility studies, and design studies, regulatory agency permitting and approvals, environmental resource permitting, and associated potable water project coordination activities. The City will communicate with Consultant, verbally or in writing, a general description of the task to be performed. The Consultant will generate a detailed Scope of

Work document, prepare a Schedule, add a fee component (e.g. straight hourly rate for work performed, a not to exceed fee amount, or a lump sum fee amount) with a detailed cost breakdown to accomplish the task, and send the thus developed "Task Proposal" to the City. The detailed cost breakdown of the fee shall consist of a list of major sub-tasks and a man-hour breakdown for all work to be performed. The cost breakdown shall include all subconsultant work and the Task Proposal shall include the written price proposals from all subconsultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. The City will review the Task Proposal, and if the description is mutually acceptable, the parties will enter into a written "Task Order". The Scope of Services generally to be provided by the Consultant through a Task Order may include any consulting services for any City project and may contain written terms and conditions which are deemed supplemental to this Agreement.

The City will issue a notice to proceed to the Consultant in the form of a letter and an executed City purchase order. Upon receipt of the signed Task Order and the written notice to proceed from the City, the Consultant shall perform the services set forth in the Task Order.

2.2 The City reserves the right, at its discretion, to perform any services related to this Agreement or to retain the services of other consulting companies to provide professional consultant services.

2.3 The maximum hourly rates and certain direct charges that can be charged under this Agreement by Consultant are set forth in EXHIBIT "A," which is attached hereto and fully incorporated herein by this reference.

3.0 CHANGES IN THE SCOPE OF WORK

3.1 City may make changes in the Services at any time by giving written notice to Consultant. If such changes increase (additional services) or decrease or eliminate any amount of Work, City and Consultant will negotiate any change in total cost or schedule modifications. If the City and the Consultant approve any change, the Task Order will be modified in writing to reflect the changes; and Consultant shall be compensated for said services in accordance with the terms of Article 5.0 herein. All change orders shall be authorized in writing by City's and Consultant's designated representative.

3.2 All of City's said Task Orders and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

4.0 SCHEDULE

4.1 Consultant shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Order. Consultant shall complete all of said services in a timely manner and will keep City apprised of the status of work on at least a monthly basis or as otherwise reasonably requested by the City. Should Consultant fall behind the agreed upon schedule, it shall employ such resources so as to comply with the agreed-upon schedule.

4.2 No extension for completion of services shall be granted to Consultant without City's prior written consent, except as provided in Sections 3.1 and 19.1 herein.

4.3 Any cost caused by defective or ill-timed services shall be borne by the party responsible therefore.

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF CONSULTANT

5.1 **General Services.** For basic and additional Services performed by Consultant's principals, employees, and resident project representatives (and assistants) pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Consultant an amount equal to that agreed upon by the parties for a particular Task Order. However, payment terms must be consistent with the terms and conditions in this Agreement. To the extent that the payment terms in any Task Order conflict with the payment terms set forth in this Agreement, the conflicting provisions of this Agreement shall prevail.

5.2 **Additional Services Performed by Professional Associates and Consultants.** For additional Services and Reimbursable Expenses of independent professional associates and consultants employed by Consultant to render additional Services pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Consultant an amount equal to that billed Consultant by the independent professional associates and consultants. Prior to payment by the City, the Consultant shall submit to the City a copy of any written invoice received by Consultant from all independent professional associates and consultants which clearly evidences the amount billed by the independent professional associates and consultants for additional Services and any Reimbursable Expenses.

5.3 **Witness Services.** For witness or expert services rendered by Consultant's principals, employees, resident project representatives (and assistants), and independent professional associates and consultants on behalf of the City in any litigation, arbitration, or other legal or interested administrative proceeding in which the City is a named interested party, City agrees to pay the Consultant or independent professional associate or consultant, which is used as a witness or expert, an amount equal to that agreed upon by the party for a particular Task Order. All witness or expert witness services shall be subject to the direction of the City Attorney and must be coordinated and approved by the City Attorney in advance. When performing such services for the City, Consultant

shall be bound by any attorney-work product public records exemption laws and rules.

5.4 Florida Prompt Payment Act. Payment shall be due and payable as provided by the Florida Local Government Prompt Payment Act s.218.70 et. seq., Florida Statutes.

5.5 Miscellaneous. Under no circumstances shall actual or direct costs under this Agreement include costs associated with in efficiency, offsite or home office overhead, loss of productivity, consequential damages, legal or consulting costs, or costs associated with delays caused in whole or in part by the Consultant.

5.6 Errors and Deficiencies. Consultant shall not invoice the City or seek any compensation from the City to correct or revise any errors or deficiencies in Consultant's services provided under this Agreement.

5.7 Payment Offsets. To the extent that Consultant owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Consultant for any money owed to the City by Consultant.

5.8 Payment not Waiver. The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement and Consultant shall remain liable to the City in accordance with applicable law for all damages to the City caused by Consultant's performance of any services provided under this Agreement.

5.9 Delay Remedy. The risk of any monetary damages caused by any delays in performing the Services under this Agreement and any Task Order are accepted and assumed entirely by the Consultant, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. Consultant shall not make any claim nor seek any damages of any kind against the City for any delays, impacts, disruption or interruption caused by any delay. Consultant's remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.

6.0 RIGHT TO INSPECTION

6.1 City or its affiliates shall at all times have the right to review or observe the Services performed by Consultant.

6.2 No inspection, review, or observation shall relieve Consultant of its responsibility under this Agreement.

7.0 PROGRESS MEETING

7.1 City's designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of any Task Order entered into under this Agreement. Consultant's Project Manager and all other appropriate personnel shall attend such meetings as designated by City's Project Manager.

8.0 SAFETY

8.1 Consultant shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, resident project representatives (and assistants) while performing Services provided hereunder.

9.0 REASONABLE ACCESS

9.1 During the term of this Agreement, City shall grant Consultant reasonable access to the City's premises, records, and files for purposes of fulfilling its obligations under this Agreement.

10.0 INSURANCE

10.1 Liability Amounts. During the term of this Agreement, Consultant shall be responsible for providing the types of insurance and limits of liability as set forth below.

a. Professional Liability. Proof of professional liability insurance shall be provided to the City for the minimum amount of \$1,000,000 as the combined single limit per claim and \$1,000,000 in the aggregate.

b. The Consultant shall maintain comprehensive general liability insurance in the minimum amount of \$1,000,000 as the combined single limit for each occurrence to protect the Consultant from claims of property damages and personal injury which may arise from any Services performed under this Agreement whether such Services are performed by the Consultant or by anyone directly employed by or contracting with the Consultant.

c. The Consultant shall maintain comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit bodily injury and minimum \$50,000 property damage as the combined single limit for each occurrence to protect the Consultant from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant.

d. The Consultant shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing Work for the City pursuant to this Agreement.

10.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. **The City shall be an additional named insured on stipulated insurance policies included in article 10.1.b and 10.1.c herein, as its interest may appear, from time to time.**

10.3 The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Consultant by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Consultant shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City may bill the Consultant. The Consultant shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. Unless agreed to by the City to the contrary, the City shall be named on the insurance policies included in article 10.1.b and 10.1.c as "additional insured." The Consultant shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. Further copies of all relevant policies will be provided to the City within thirty (30) days of the effective date of this agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Consultant in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Consultant in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Consultant shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

10.4 Independent Associates and Consultants. All independent associates and consultants employed by Consultant to perform any Services hereunder shall fully comply with the insurance provisions contained in this paragraph.

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

11.1 Consultant shall comply with all requirements of federal, state, and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of Services under this Agreement.

12.0 REPRESENTATIONS

12.1 Consultant represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound Consulting practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered. Consultant shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Consultant's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Consultant shall provide City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to reviews, for the performance of consultants (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Consultant's designated representative shall have the authority to act on Consultant's behalf with respect to the Services. In addition, Consultant's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Consultant shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Consultant's professional judgment with respect to the Services. The Consultant shall review laws, codes, and regulations applicable to Consultant's Services. The Consultant's services and design shall comply with all applicable requirements imposed by all public authorities. The Consultant represents and warrants that it is familiar with, and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by Consultant for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to under Paragraph 2.2 herein, Consultant shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Consultant represents that it will carefully examine the scope of services required by the City in and Task Order, that it will investigate the essential requirements of the services required by the Task Order, and that it will have sufficient personnel, equipment, and material at its disposal to complete the services set forth in the Task Order in a good professional

and workmanlike manner in conformance with the requirements of this Agreement.

12.2 Consultant represents that all principals, employees, and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.

13.0 GUARANTEE AGAINST INFRINGEMENT

13.1 Consultant guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademarks infringement. Notwithstanding any other provision of this Agreement, Consultant shall indemnify, hold harmless, and defend City, its officers, directors, employees, attorneys, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, Services, or other item provided under this Agreement. Notwithstanding the foregoing, Consultant may elect to provide non-infringing services.

14.0 DOCUMENTS

14.1 Public Records. It is hereby specifically agreed that any record, document, computerized information and program, audio or video tape, photograph, or other writing of the Consultant and its independent contractors and associates related, directly or indirectly, to this Agreement, shall be deemed to be a Public Record whether in the possession or control of the City or the Consultant. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of the Consultant is subject to the provisions of Chapter 119, *Florida Statutes*, and may not be destroyed without the specific written approval of the City's City manager. Upon request by the City, the Consultant shall promptly supply copies of said public records to the City. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during the normal working hours of the Consultant be open and freely exhibited to the City for the purpose of examination and/or audit.

a. Reuse of Documents. All documents, including but not limited to, drawings, specifications, and data, or programs stored electronically or otherwise, prepared by the Consultant and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the City and may be reused by the City for any reason or purpose at anytime. However, the City agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by the Consultant, or its independent contractors and associates if necessary, to specific purposes intended will be at the City's sole risk and without liability or legal exposure to the Consultant.

b. **Ownership of Documents.** The City and the Consultant agree that upon payment of fees due to the Consultant by the City for a particular design, report, inventory list, compilation, drawing, specification, model, recommendation, schedule or otherwise, said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Consultant in the performance of this Agreement, or any Work hereunder, shall be the sole property of the City, and the City is vested with all rights therein. The Consultant waives all rights of copyright in said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Consultant in the performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of the Consultant or not.

c. **Preexisting Ownership Rights to Documents.** Notwithstanding any provisions to the contrary contained in this Agreement, Consultant shall retain sole ownership to its preexisting information not produced and paid for by the City under this Agreement including, but not limited to computer programs, software, standard details, figures, templates and specifications.

15.0 ASSIGNMENT

15.1 Consultant shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City.

15.2 If upon receiving written approval from City, any part of this Agreement is subcontracted by Consultant, Consultant shall be fully responsible to City for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

15.3 If City determines that any subcontractor is not performing in accordance with this Agreement, City shall so notify Consultant who shall take immediate steps to remedy the situation.

15.4 If any part of this Agreement is subcontracted by Consultant, prior to the commencement of any Work by the subcontractor, Consultant shall require the subcontractor to provide City and its affiliates with insurance coverage as set forth by the City.

16.0 INDEPENDENT CONTRACTOR

16.1 At all times during the term of this Agreement, Consultant shall be considered an independent contractor and not an employee of the City.

17.0 DEFAULT BY CONSULTANT AND CITY'S REMEDIES

17.1 The City reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, in the following circumstances, each of which shall represent a default and breach of this Agreement:

17.2 Consultant defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Consultant shall have such time as is reasonably necessary to remedy the default, provided the Consultant promptly takes and diligently pursues such actions as are necessary therefor; or

17.3 Consultant is adjudicated bankrupt or makes any assignment for the benefit of creditors or Consultant becomes insolvent, or is unable or unwilling to pay its debts; or

17.4 Consultant has acted grossly negligent, as defined by general and applicable law, in performing the Services hereunder; or

17.5 Consultant has committed any act of fraud upon the City; or

17.6 Consultant has made a material misrepresentation of fact to the City while performing its obligations under this Agreement.

17.7 Consultant has assigned this Agreement or any Task Order without the City's prior written consent.

17.8 Notwithstanding the aforementioned, in the event of a default by Consultant, the City shall have the right to exercise any other remedy the City may have by operation of law, without limitation, and without any further demand or notice.

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, City may, upon written notice to Consultant, terminate this Agreement for convenience, without penalty, upon thirty (30) days advance written notice. In the event of such termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

19.0 FORCE MAJEURE

19.1 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes; extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty days, either party may terminate this Agreement.

20.0 GOVERNING LAW & VENUE

20.1 This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida.

21.0 HEADINGS

21.1 Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

22.0 SEVERABILITY

22.1 In the event any portion or part of thereof this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts of this Agreement shall otherwise be fully enforceable.

23.0 WAIVER AND ELECTION OF REMEDIES

23.1 Waiver by either party of any terms, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.

23.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

24.0 THIRD PARTY RIGHTS

24.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.

25.0 PROHIBITION AGAINST CONTINGENT FEES

25.1 Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

26.0 ENTIRE AGREEMENT

26.1 This Agreement, including any Task Orders and Schedules, Attachments, Appendix's and Exhibits attached hereto, constitute the entire agreement between City and Consultant with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

27.0 NO JOINT VENTURE

27.1 Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

28.0 ATTORNEY'S FEES

28.1 Should either party bring an action to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party the costs and expenses of such action including, but not limited to, reasonable attorneys' fees, whether at settlement, trial or on appeal.

29.0 COUNTERPARTS

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

30.0 DRAFTING

30.1 City and Consultant each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

31.0 NOTICE

31.1 Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid to:

For Consultant:

Mark D. Farrell
4260 West Linebaugh Avenue
Tampa, Florida 32922
(813) 265-3130

For City:

City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, Florida 32922
(321) 433-8686

31.2 Either party may change the notice address by providing the other party written notice of the change.

32.0 SOVEREIGN IMMUNITY

32.1 Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than one hundred thousand dollars (\$100,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of two hundred thousand dollars (\$200,000.00). This paragraph shall survive termination of this Agreement.

33.0 CORPORATE REPRESENTATIONS BY CONSULTANT

Water Resource Consultant Services Agreement
City of Cocoa and Water Resource Associates, Inc.

33.1 Consultant hereby represents and warrants to the City the following:

a. Consultant is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida, and is duly qualified and authorized to carry on the functions and operations set forth in this Agreement.

b. The undersigned representative of Consultant has the power, authority, and legal right to execute and deliver this Agreement on behalf of Consultant.

34.0 INDEMNIFICATION

34.1 Consultant shall indemnify and hold harmless the City, and its officers (including its City Attorneys) and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed by the Consultant in the performance of the Agreement and any Task Order.

34.2 Consultant shall also indemnify and hold harmless the City, and its officers (including its City Attorneys) and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by Consultant's breach and caused by other persons employed by the Consultant in the performance of the Agreement and any Task Order.

The indemnity provisions set forth in Paragraphs 34.1 and 34.2 shall be considered separate and independent indemnity provisions.

35.0 CONSULTANT'S PERSONNEL AT CONSTRUCTION SITE

35.1 If the Services of Consultant are required for any specific construction site, the presence or duties of Consultant's personnel at the construction site, whether as onsite representatives or otherwise, do not make Consultant or Consultant's personnel in any way responsible for those duties that belong to City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the applicable construction contract documents and any health or safety precautions required by such construction work. Consultant and Consultant's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Consultant's own personnel.

35.2 The presence of Consultant's personnel at a construction site is for the purpose of providing to City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor(s). Consultant neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents. For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

36.0 RECORD DRAWINGS

36.1 Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. Consultant is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

37.0 ADDITIONAL ASSURANCES

37.1 The Consultant for itself and its Subconsultants, if any, certifies that:

a. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any consulting activity by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;

b. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has employed or otherwise provided compensation to, any employee or officer of the City; and;

c. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has willfully offered an employee or officer of the City any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment.

d. The undersigned is authorized to execute this Agreement on behalf of the Consultant and said signature shall bind the Consultant to this Agreement. No further action is required by the Consultant to enter into this Agreement other than Consultant's undersigned representative execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CITY:
CITY OF COCOA *

CONSULTANT:

By: Michael C. Blake
Print Name/Title: Mayor

By: [Signature]
Print Name/Title: Mark J. Farnon
FRES.

ATTEST:

By: [Signature]
City Clerk

*** THIS AGREEMENT IS ONLY VALID AGAINST THE CITY UPON APPROVAL BY THE CITY COUNCIL OF COCOA AND SIGNATURE BY EITHER THE MAYOR OR CITY MANAGER.**

**CITY OF COCOA WATER SUPPLY PROGRAM
SCOPE OF WORK**

October 1, 2015 to September 30, 2016

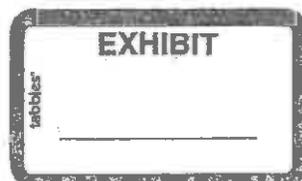
CONSULTING PROFESSIONAL will assist the City of Cocoa with the completion of the elements necessary to implement the TCR project and other water supply and water resource related tasks. Commencing with the approval of this Scope of Services, CONSULTING PROFESSIONAL will perform the following services, subject to clarification and direction and not-to-exceed without prior authorization fee.

TASKS

1. Meet the City to Coordinate/Manage Issues – CONSULTING PROFESSIONAL will meet with City staff as necessary to address on-going issues related to the City's water supply and resource related issues.
2. Negotiate terms of agreements and attend mediations with parties as conducted by District.
3. Provide CUP review and engineering/ evaluations for City, as necessary.

ESTIMATED TASK FEES

TASK #	Est. Hrs	Principal Rate @ \$200	Total
TASK 1	80	\$16,000	\$16,000
TASK 2	80	\$16,000	\$16,000
TASK 3	80	\$16,000	\$16,000
EXPENSES			\$1,500
			\$49,500



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EXPENSES			\$1,500
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**AGREEMENT BETWEEN THE CITY OF GROVELAND AND
WATER RESOURCE ASSOCIATES, LLC**

This Agreement is made on October 24, 2016 between **Water Resource Associates, LLC, a Florida limited liability company** (“WRA”) 4260 West Linebaugh Ave., Tampa, Florida 33624 and the **City of Groveland** (“the City”), 156 S. Lake Avenue, Groveland, Florida 34736.

WHEREAS, WRA was awarded a competitively bid contract by the City of Cocoa for WRA to provide professional consulting services relating to the City’s Consumptive Use Permit; and

WHEREAS, the City is in need of immediate services from WRA relating to CUP 2913 and desires to piggyback on the contract between WRA and the City of Cocoa.

1. The parties agree to the terms and conditions as set forth in the Agreement between WRA and the City of Cocoa attached hereto as **Exhibit A** (“Cocoa Agreement”), except as otherwise provided herein and except Exhibit A to the Cocoa Agreement.
2. This Agreement between the parties will be valid through September 30, 2017.
3. The City has previously submitted a CUP application; however, it is necessary to amend the application to include water demands relating to the Villa City project. Therefore, the tasks may vary slightly from that provides in the Scope of Services dated October 1, 2015 to September 30, 2016 attached as **Exhibit B** and therefore the Total Estimated Task Fees plus expenses may vary as well. However, the hourly rate of \$200.00 per hour as provided for therein for a principal shall apply. WRA shall also be entitled to payment for services provided to the City between October 12, 2016 and the date of this Agreement.
4. Each party hereto acknowledges that this agreement contains all of the terms and provisions of the contractual relationship between the parties hereto. This agreement may not be assigned by either party without the prior written approval of other parties hereto.
5. **Governing Law/Venue and Jurisdiction:** This Agreement shall be governed by the laws of the State of Florida without regard to conflicts of law provisions. Venue of any litigation arising out of this Agreement shall be only within any court of competent jurisdiction in Lake County, Florida.

Signature page shall follow

**AGREEMENT BETWEEN THE CITY OF GROVELAND AND
WATER RESOURCE ASSOCIATES, LLC
Page 2 of 2**

Signed at Groveland, Lake County, Florida, the 24th day of October, 2016.

CITY OF GROVELAND, FLORIDA

TIM LOUCKS, MAYOR

ATTEST:

TERESA MAXWELL, CITY CLERK

Water Resource Association, LLC,

By: _____
Mark D. Farrell, Manager

Dated: _____

**AGREEMENT FOR
WATER RESOURCE CONSULTANT SERVICES**

THIS AGREEMENT is made and entered into this 27th day of April 2010, by and between the **CITY OF COCOA, FLORIDA**, a Florida Municipal Corporation, hereinafter referred to as "City", located at 65 Stone Street, Cocoa, Florida 32922, and **WATER RESOURCE ASSOCIATES, INC.**, a Florida corporation, authorized to conduct business in the State of Florida, whose address is 4260 West Linebaugh Avenue, Tampa, Florida 33624 hereinafter referred to as "Consultant".

WITNESSETH:

WHEREAS, City has a need to obtain non-engineering related consulting services regarding water resource permitting and projects from time to time on an as-needed, task oriented basis; and

WHEREAS, this is not an engineering or construction services agreement governed by the Florida's Consultants' Competitive Negotiation Act, Section 287.055, *Florida Statutes*; and

WHEREAS, Consultant is willing to provide such services to the City under the terms and conditions stated herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1.0 TERM AND DEFINITIONS

1.1 Unless sooner terminated by either Party pursuant to the terms and conditions herein, this Agreement shall terminate on the third (3rd) anniversary of the Effective Date. The Parties shall have the option to extend the term of this Agreement by mutual agreement. Such an extension shall only be by written amendment to this Agreement.

1.2 The terms and conditions of any Task Order, as described in Section 2 hereof, shall be as set forth in such Task Order. Any Task in effect at the termination of this Agreement shall remain in effect until completion of said Task Order, and all of the terms and conditions of this Agreement shall survive until completion of all Task Orders.

1.3 Definitions. The following words and phrases used in this Agreement shall have the following meaning ascribed to them unless the context clearly indicates otherwise:

- a. "Agreement" or "Contract" shall be used interchangeably and shall refer to this

Water Resource Consultant Services Agreement
City of Cocoa and Water Resource Associates, Inc.



Agreement, as amended from time to time, which shall constitute authorization for the Consultant to provide the Consulting services approved by Task Order by the City and is also sometimes referred to herein to include all Task Orders approved hereunder.

b. "Effective Date" shall be the date on which the last signatory hereto shall execute this Agreement, and it shall be the date on which this Agreement shall go into effect. The Agreement shall not go into effect until said date.

c. "Consultant" shall mean Water Resource Services, Inc., a Florida Corporation, and its principals, employees, resident project representatives (and assistants).

d. "Public Record" shall have the meaning given in Section 119.011(1), *Florida Statutes*.

e. "Reimbursable Expenses" shall mean the actual expenses incurred by Consultant or Consultant's independent professional associates and consultants which are directly related to travel and subsistence at the rates, and under the requirements of, Section 112.061, Florida Statutes, or any other actual and direct expenses the City agrees to reimburse by Task Order.

f. "Work" or "Services" shall be used interchangeably and shall include the performance of the water resource and permitting work agreed to by the parties in a Task Order related to the City's Dyal Water Treatment Facility.

g. "Task Order" shall mean a written document approved by the parties pursuant to the procedure outlined in paragraph 2.0 of this Agreement, and any amendments thereto approved pursuant to the procedures outlined in paragraph 3.0 herein, which sets forth the Work to be performed by Consultant under this Agreement, and shall include, without the necessity of a cross-reference, the terms and conditions of this Agreement.

1.4 Engagement. The City hereby engages the Consultant and Consultant agrees to perform the Services outlined in this agreement for the stated fee arrangement. No prior or present representations shall be binding upon any of the parties hereto unless incorporated in this Agreement.

2.0 DESCRIPTION OF SERVICES; RATE SCHEDULE

2.1 The City may make request of Consultant to perform water resource and permitting consulting services on a "task" basis. In general, such services may include, but not be limited to, water resource consultations, planning, evaluations, feasibility studies, and design studies, regulatory agency permitting and approvals, environmental resource permitting, and associated potable water project coordination activities. The City will communicate with Consultant, verbally or in writing, a general description of the task to be performed. The Consultant will generate a detailed Scope of

Work document, prepare a Schedule, add a fee component (e.g. straight hourly rate for work performed, a not to exceed fee amount, or a lump sum fee amount) with a detailed cost breakdown to accomplish the task, and send the thus developed "Task Proposal" to the City. The detailed cost breakdown of the fee shall consist of a list of major sub-tasks and a man-hour breakdown for all work to be performed. The cost breakdown shall include all subconsultant work and the Task Proposal shall include the written price proposals from all subconsultants. The detailed cost breakdown shall include a line item for Reimbursable Expenses and the list of the expenses proposed to be eligible for reimbursement. The City will review the Task Proposal, and if the description is mutually acceptable, the parties will enter into a written "Task Order". The Scope of Services generally to be provided by the Consultant through a Task Order may include any consulting services for any City project and may contain written terms and conditions which are deemed supplemental to this Agreement.

The City will issue a notice to proceed to the Consultant in the form of a letter and an executed City purchase order. Upon receipt of the signed Task Order and the written notice to proceed from the City, the Consultant shall perform the services set forth in the Task Order.

2.2 The City reserves the right, at its discretion, to perform any services related to this Agreement or to retain the services of other consulting companies to provide professional consultant services.

2.3 The maximum hourly rates and certain direct charges that can be charged under this Agreement by Consultant are set forth in EXHIBIT "A," which is attached hereto and fully incorporated herein by this reference.

3.0 CHANGES IN THE SCOPE OF WORK

3.1 City may make changes in the Services at any time by giving written notice to Consultant. If such changes increase (additional services) or decrease or eliminate any amount of Work, City and Consultant will negotiate any change in total cost or schedule modifications. If the City and the Consultant approve any change, the Task Order will be modified in writing to reflect the changes; and Consultant shall be compensated for said services in accordance with the terms of Article 5.0 herein. All change orders shall be authorized in writing by City's and Consultant's designated representative.

3.2 All of City's said Task Orders and amendments thereto shall be performed in strict accordance with the terms of this Agreement insofar as they are applicable.

4.0 SCHEDULE

Water Resource Consultant Services Agreement
City of Cocoa and Water Resource Associates, Inc.

4.1 Consultant shall perform services in conformance with the mutually agreed schedule set forth in the negotiated Task Order. Consultant shall complete all of said services in a timely manner and will keep City apprised of the status of work on at least a monthly basis or as otherwise reasonably requested by the City. Should Consultant fall behind the agreed upon schedule, it shall employ such resources so as to comply with the agreed-upon schedule.

4.2 No extension for completion of services shall be granted to Consultant without City's prior written consent, except as provided in Sections 3.1 and 19.1 herein.

4.3 Any cost caused by defective or ill-timed services shall be borne by the party responsible therefore.

5.0 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF CONSULTANT

5.1 **General Services.** For basic and additional Services performed by Consultant's principals, employees, and resident project representatives (and assistants) pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Consultant an amount equal to that agreed upon by the parties for a particular Task Order. However, payment terms must be consistent with the terms and conditions in this Agreement. To the extent that the payment terms in any Task Order conflict with the payment terms set forth in this Agreement, the conflicting provisions of this Agreement shall prevail.

5.2 **Additional Services Performed by Professional Associates and Consultants.** For additional Services and Reimbursable Expenses of independent professional associates and consultants employed by Consultant to render additional Services pursuant to paragraphs 2.0 and 3.0, the City agrees to pay the Consultant an amount equal to that billed Consultant by the independent professional associates and consultants. Prior to payment by the City, the Consultant shall submit to the City a copy of any written invoice received by Consultant from all independent professional associates and consultants which clearly evidences the amount billed by the independent professional associates and consultants for additional Services and any Reimbursable Expenses.

5.3 **Witness Services.** For witness or expert services rendered by Consultant's principals, employees, resident project representatives (and assistants), and independent professional associates and consultants on behalf of the City in any litigation, arbitration, or other legal or interested administrative proceeding in which the City is a named interested party, City agrees to pay the Consultant or independent professional associate or consultant, which is used as a witness or expert, an amount equal to that agreed upon by the party for a particular Task Order. All witness or expert witness services shall be subject to the direction of the City Attorney and must be coordinated and approved by the City Attorney in advance. When performing such services for the City, Consultant

shall be bound by any attorney-work product public records exemption laws and rules.

5.4 Florida Prompt Payment Act. Payment shall be due and payable as provided by the Florida Local Government Prompt Payment Act s.218.70 et. seq., Florida Statutes.

5.5 Miscellaneous. Under no circumstances shall actual or direct costs under this Agreement include costs associated with in efficiency, offsite or home office overhead, loss of productivity, consequential damages, legal or consulting costs, or costs associated with delays caused in whole or in part by the Consultant.

5.6 Errors and Deficiencies. Consultant shall not invoice the City or seek any compensation from the City to correct or revise any errors or deficiencies in Consultant's services provided under this Agreement.

5.7 Payment Offsets. To the extent that Consultant owes the City any money under this or any other Agreement with the City, the City shall have the right to withhold payment and otherwise back charge the Consultant for any money owed to the City by Consultant.

5.8 Payment not Waiver. The City's payment of any invoice under this Agreement shall not be construed or operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement and Consultant shall remain liable to the City in accordance with applicable law for all damages to the City caused by Consultant's performance of any services provided under this Agreement.

5.9 Delay Remedy. The risk of any monetary damages caused by any delays in performing the Services under this Agreement and any Task Order are accepted and assumed entirely by the Consultant, and in no event shall any claim relating thereto for an increase in compensation be made or recognized. Consultant shall not make any claim nor seek any damages of any kind against the City for any delays, impacts, disruption or interruption caused by any delay. Consultant's remedy for a delay shall be an equitable extension of time to perform the Services for each day of such delay that impacts the critical path of the schedule established under this Agreement or specific Task Order.

6.0 RIGHT TO INSPECTION

6.1 City or its affiliates shall at all times have the right to review or observe the Services performed by Consultant.

6.2 No inspection, review, or observation shall relieve Consultant of its responsibility under this Agreement.

7.0 PROGRESS MEETING

7.1 City's designated Project Manager may hold periodic progress meetings on a monthly basis, or more frequently if required by the City, during the term of any Task Order entered into under this Agreement. Consultant's Project Manager and all other appropriate personnel shall attend such meetings as designated by City's Project Manager.

8.0 SAFETY

8.1 Consultant shall be solely and absolutely responsible and assume all liability for the safety and supervision of its principals, employees, resident project representatives (and assistants) while performing Services provided hereunder.

9.0 REASONABLE ACCESS

9.1 During the term of this Agreement, City shall grant Consultant reasonable access to the City's premises, records, and files for purposes of fulfilling its obligations under this Agreement.

10.0 INSURANCE

10.1 **Liability Amounts.** During the term of this Agreement, Consultant shall be responsible for providing the types of insurance and limits of liability as set forth below.

a. **Professional Liability.** Proof of professional liability insurance shall be provided to the City for the minimum amount of \$1,000,000 as the combined single limit per claim and \$1,000,000 in the aggregate.

b. The Consultant shall maintain comprehensive general liability insurance in the minimum amount of \$1,000,000 as the combined single limit for each occurrence to protect the Consultant from claims of property damages and personal injury which may arise from any Services performed under this Agreement whether such Services are performed by the Consultant or by anyone directly employed by or contracting with the Consultant.

c. The Consultant shall maintain comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit bodily injury and minimum \$50,000 property damage as the combined single limit for each occurrence to protect the Consultant from claims for damages for bodily injury, including wrongful death, as well as from claims from property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant.

d. The Consultant shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employers' Liability Insurance in at least such amounts as are required by law for all of its employees performing Work for the City pursuant to this Agreement.

10.2 Special Requirements. Current, valid insurance policies meeting the requirements herein identified shall be maintained during the term of this Agreement. Renewal certificates shall be sent to the City thirty (30) days prior to any expiration date. There shall also be a thirty (30) day advance written notification to the City in the event of cancellation or modification of any stipulated insurance coverage. **The City shall be an additional named insured on stipulated insurance policies included in article 10.1.b and 10.1.c herein, as its interest may appear, from time to time.**

10.3 The insurance required by this Agreement shall include the liability and coverage provided herein, or as required by law, whichever requirements afford greater coverage. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty (30) days' prior written notice has been given to the City, and the Consultant by certified mail, return receipt requested. All such insurance shall remain in effect until final payment. In the event that the Consultant shall fail to comply with the foregoing requirement, the City is authorized, but in no event shall be obligated, to purchase such insurance, and the City may bill the Consultant. The Consultant shall immediately forward funds to the City in full payment for said insurance. It is expressly agreed that neither the provision of the insurance referred to in this Agreement nor the City's acceptance of the terms, conditions or amounts of any insurance policy shall be deemed a warranty or representation as to adequacy of such coverage. All insurance coverage shall be with insurer(s) rated as A+ by Best's Rating Guide (or equivalent rating and rating service as reasonably determined by the City Manager) and licensed by the State of Florida to engage in the business of writing of insurance or provided through the London Market for Professional Liability Insurance. Unless agreed to by the City to the contrary, the City shall be named on the insurance policies included in article 10.1.b and 10.1.c as "additional insured." The Consultant shall cause its insurance carriers, prior to the effective date of this agreement to furnish insurance certificates specifying the types and amounts of coverage in effect pursuant hereto, the expiration dates of such policies, and a statement that no insurance under such policies will be canceled without thirty (30) days' prior written notice to the City in compliance with other provisions of this Agreement. Further copies of all relevant policies will be provided to the City within thirty (30) days of the effective date of this agreement. If the City has any objection to the coverage afforded by or other provision of the insurance required to be purchased and maintained by the Consultant in accordance with this Article on the basis of its not complying with the Agreement, the City shall notify the Consultant in writing thereof within thirty (30) days of the date of delivery of such certificates to the City. For all Work performed pursuant to this Agreement, the Consultant shall continuously maintain such insurance in the amounts, type, and quality as required by the Agreement.

10.4 Independent Associates and Consultants. All independent associates and consultants employed by Consultant to perform any Services hereunder shall fully comply with the insurance provisions contained in this paragraph.

11.0 COMPLIANCE WITH LAWS AND REGULATIONS

11.1 Consultant shall comply with all requirements of federal, state, and local laws, rules, regulations, standards, and/or ordinances applicable to the performance of Services under this Agreement.

12.0 REPRESENTATIONS

12.1 Consultant represents that the Services provided hereunder shall conform to all requirements of this Agreement and any Task Order, shall be consistent with recognized and sound Consulting practices and procedures; and shall conform to the customary standards of care, skill, and diligence appropriate to the nature of the Services rendered. Consultant shall perform as expeditiously as is consistent with professional skill and care and the orderly progress of the Services performed hereunder. Consultant's services shall be consistent with the time periods established under this Agreement or the applicable Task Order. Consultant shall provide City with a written schedule for services performed under each Task Order and such schedule shall provide for ample time for the City to reviews, for the performance of consultants (if any), and for the approval of submissions by authorities having jurisdiction over the services. The Consultant's designated representative shall have the authority to act on Consultant's behalf with respect to the Services. In addition, Consultant's representative shall render decisions in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Services. Except with the City's knowledge and consent, the Consultant shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Consultant's professional judgment with respect to the Services. The Consultant shall review laws, codes, and regulations applicable to Consultant's Services. The Consultant's services and design shall comply with all applicable requirements imposed by all public authorities. The Consultant represents and warrants that it is familiar with, and accepts that it will perform the Services hereunder in a manner that complies with all applicable requirements of law, codes, and regulations. Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all plans, studies, reports and other services furnished to the City under this Agreement. Unless this Agreement is terminated by the City, or terminated by Consultant for nonpayment of any proper invoices, or the City exercises its rights to perform the Services pursuant to under Paragraph 2.2 herein, Consultant shall be responsible for the satisfactory and complete execution of the Services described in this Agreement and any Task Order. The Consultant represents that it will carefully examine the scope of services required by the City in and Task Order, that it will investigate the essential requirements of the services required by the Task Order, and that it will have sufficient personnel, equipment, and material at its disposal to complete the services set forth in the Task Order in a good professional

and workmanlike manner in conformance with the requirements of this Agreement.

12.2 Consultant represents that all principals, employees, and other personnel furnishing such Services shall be qualified and competent to perform the Services assigned to them and that such guidance given by and the recommendations and performance of such personnel shall reflect their best professional knowledge and judgment.

13.0 GUARANTEE AGAINST INFRINGEMENT

13.1 Consultant guarantees that all Services performed under this Agreement shall be free from claims of patent, copyright, and trademarks infringement. Notwithstanding any other provision of this Agreement, Consultant shall indemnify, hold harmless, and defend City, its officers, directors, employees, attorneys, agents, assigns, and servants from and against any and all liability, including expenses, legal or otherwise, for actual or alleged infringement of any patent, copyright, or trademark resulting from the use of any goods, Services, or other item provided under this Agreement. Notwithstanding the foregoing, Consultant may elect to provide non-infringing services.

14.0 DOCUMENTS

14.1 Public Records. It is hereby specifically agreed that any record, document, computerized information and program, audio or video tape, photograph, or other writing of the Consultant and its independent contractors and associates related, directly or indirectly, to this Agreement, shall be deemed to be a Public Record whether in the possession or control of the City or the Consultant. Said record, document, computerized information and program, audio or video tape, photograph, or other writing of the Consultant is subject to the provisions of Chapter 119, *Florida Statutes*, and may not be destroyed without the specific written approval of the City's City manager. Upon request by the City, the Consultant shall promptly supply copies of said public records to the City. All books, cards, registers, receipts, documents, and other papers in connection with this Agreement shall at any and all reasonable times during the normal working hours of the Consultant be open and freely exhibited to the City for the purpose of examination and/or audit.

a. Reuse of Documents. All documents, including but not limited to, drawings, specifications, and data, or programs stored electronically or otherwise, prepared by the Consultant and its independent contractors and associates pursuant to this Agreement or related exclusively to the Services described herein shall be owned by the City and may be reused by the City for any reason or purpose at anytime. However, the City agrees that the aforesaid documents are not intended or represented to be suitable for reuse by the City or others on any undertaking other than the Work outlined in this Agreement. Any reuse for an undertaking other than for the Work without verification or adaptation by the Consultant, or its independent contractors and associates if necessary, to specific purposes intended will be at the City's sole risk and without liability or legal exposure to the Consultant.

b. **Ownership of Documents.** The City and the Consultant agree that upon payment of fees due to the Consultant by the City for a particular design, report, inventory list, compilation, drawing, specification, model, recommendation, schedule or otherwise, said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Consultant in the performance of this Agreement, or any Work hereunder, shall be the sole property of the City, and the City is vested with all rights therein. The Consultant waives all rights of copyright in said design, report, inventory list, compilation, drawing, specification, technical data, recommendation, model, schedule and other instrument produced by the Consultant in the performance of this Agreement, and hereby assigns and conveys the same to the City whether in the possession or control of the Consultant or not.

c. **Preexisting Ownership Rights to Documents.** Notwithstanding any provisions to the contrary contained in this Agreement, Consultant shall retain sole ownership to its preexisting information not produced and paid for by the City under this Agreement including, but not limited to computer programs, software, standard details, figures, templates and specifications.

15.0 ASSIGNMENT

15.1 Consultant shall not assign or subcontract this Agreement, any Task Order hereunder, or any rights or any monies due or to become due hereunder without the prior, written consent of City.

15.2 If upon receiving written approval from City, any part of this Agreement is subcontracted by Consultant, Consultant shall be fully responsible to City for all acts and/or omissions performed by the subcontractor as if no subcontract had been made.

15.3 If City determines that any subcontractor is not performing in accordance with this Agreement, City shall so notify Consultant who shall take immediate steps to remedy the situation.

15.4 If any part of this Agreement is subcontracted by Consultant, prior to the commencement of any Work by the subcontractor, Consultant shall require the subcontractor to provide City and its affiliates with insurance coverage as set forth by the City.

16.0 INDEPENDENT CONTRACTOR

16.1 At all times during the term of this Agreement, Consultant shall be considered an independent contractor and not an employee of the City.

17.0 DEFAULT BY CONSULTANT AND CITY'S REMEDIES

17.1 The City reserves the right to revoke and terminate this Agreement and rescind all rights and privileges associated with this Agreement, without penalty, in the following circumstances, each of which shall represent a default and breach of this Agreement:

17.2 Consultant defaults in the performance of any material covenant or condition of this Agreement and does not cure such other default within thirty (30) calendar days after written notice from the City specifying the default complained of, unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the Consultant shall have such time as is reasonably necessary to remedy the default, provided the Consultant promptly takes and diligently pursues such actions as are necessary therefor; or

17.3 Consultant is adjudicated bankrupt or makes any assignment for the benefit of creditors or Consultant becomes insolvent, or is unable or unwilling to pay its debts; or

17.4 Consultant has acted grossly negligent, as defined by general and applicable law, in performing the Services hereunder; or

17.5 Consultant has committed any act of fraud upon the City; or

17.6 Consultant has made a material misrepresentation of fact to the City while performing its obligations under this Agreement.

17.7 Consultant has assigned this Agreement or any Task Order without the City's prior written consent.

17.8 Notwithstanding the aforementioned, in the event of a default by Consultant, the City shall have the right to exercise any other remedy the City may have by operation of law, without limitation, and without any further demand or notice.

18.0 TERMINATION

18.1 Notwithstanding any other provision of this Agreement, City may, upon written notice to Consultant, terminate this Agreement for convenience, without penalty, upon thirty (30) days advance written notice. In the event of such termination, City shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for Work properly performed prior to the effective date of termination.

19.0 FORCE MAJEURE

19.1 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strikes; extraordinary breakdown of or damage to City's affiliates' generating plants, their equipment, or facilities; court injunction or order; federal and/or state law or regulation; order by any regulatory agency; or cause or causes beyond the reasonable control of the party affected; provided that prompt notice of such delay is given by such party to the other and each of the parties hereunto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty days, either party may terminate this Agreement.

20.0 GOVERNING LAW & VENUE

20.1 This Agreement is made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida. Venue for any state action or litigation shall be Brevard County, Florida. Venue for any federal action or litigation shall be Orlando, Florida.

21.0 HEADINGS

21.1 Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement.

22.0 SEVERABILITY

22.1 In the event any portion or part of thereof this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, the parties shall negotiate an equitable adjustment in the affected provision of this Agreement. The validity and enforceability of the remaining parts of this Agreement shall otherwise be fully enforceable.

23.0 WAIVER AND ELECTION OF REMEDIES

23.1 Waiver by either party of any terms, or provision of this Agreement shall not be considered a waiver of that term, condition, or provision in the future.

23.2 No waiver, consent, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

24.0 THIRD PARTY RIGHTS

24.1 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.

25.0 PROHIBITION AGAINST CONTINGENT FEES

25.1 Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

26.0 ENTIRE AGREEMENT

26.1 This Agreement, including any Task Orders and Schedules, Attachments, Appendix's and Exhibits attached hereto, constitute the entire agreement between City and Consultant with respect to the Services specified and all previous representations relative thereto, either written or oral, are hereby annulled and superseded.

27.0 NO JOINT VENTURE

27.1 Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner which would indicate any such relationship with the other.

28.0 ATTORNEY'S FEES

28.1 Should either party bring an action to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party the costs and expenses of such action including, but not limited to, reasonable attorneys' fees, whether at settlement, trial or on appeal.

29.0 COUNTERPARTS

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

30.0 DRAFTING

30.1 City and Consultant each represent that they have both shared equally in drafting this Agreement and no party shall be favored or disfavored regarding the interpretation of this Agreement in the event of a dispute between the parties.

31.0 NOTICE

31.1 Any notices required to be given by the terms of this Agreement shall be delivered by hand or mailed, postage prepaid to:

For Consultant:

Mark D. Farrell
4260 West Linebaugh Avenue
Tampa, Florida 32922
(813) 265-3130

For City:

City of Cocoa
Attention: City Manager
65 Stone Street
Cocoa, Florida 32922
(321) 433-8686

31.2 Either party may change the notice address by providing the other party written notice of the change.

32.0 SOVEREIGN IMMUNITY

32.1 Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than one hundred thousand dollars (\$100,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other claims or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of two hundred thousand dollars (\$200,000.00). This paragraph shall survive termination of this Agreement.

33.0 CORPORATE REPRESENTATIONS BY CONSULTANT

Water Resource Consultant Services Agreement
City of Cocoa and Water Resource Associates, Inc.

33.1 Consultant hereby represents and warrants to the City the following:

- a. Consultant is duly registered and licensed to do business in the State of Florida and is in good standing under the laws of Florida, and is duly qualified and authorized to carry on the functions and operations set forth in this Agreement.
- b. The undersigned representative of Consultant has the power, authority, and legal right to execute and deliver this Agreement on behalf of Consultant.

34.0 INDEMNIFICATION

34.1 Consultant shall indemnify and hold harmless the City, and its officers (including its City Attorneys) and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed by the Consultant in the performance of the Agreement and any Task Order.

34.2 Consultant shall also indemnify and hold harmless the City, and its officers (including its City Attorneys) and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by Consultant's breach and caused by other persons employed by the Consultant in the performance of the Agreement and any Task Order.

The indemnity provisions set forth in Paragraphs 34.1 and 34.2 shall be considered separate and independent indemnity provisions.

35.0 CONSULTANT'S PERSONNEL AT CONSTRUCTION SITE

35.1 If the Services of Consultant are required for any specific construction site, the presence or duties of Consultant's personnel at the construction site, whether as onsite representatives or otherwise, do not make Consultant or Consultant's personnel in any way responsible for those duties that belong to City and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the applicable construction contract documents and any health or safety precautions required by such construction work. Consultant and Consultant's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except Consultant's own personnel.

35.2 The presence of Consultant's personnel at a construction site is for the purpose of providing to City a greater degree of confidence that the completed work will conform generally to the applicable contract documents and that the integrity of the design concept as reflected in the contract documents has been implemented and preserved by the construction contractor(s). Consultant neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the contract documents. For this Agreement only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

36.0 RECORD DRAWINGS

36.1 Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. Consultant is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

37.0 ADDITIONAL ASSURANCES

37.1 The Consultant for itself and its Subconsultants, if any, certifies that:

a. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any consulting activity by any Federal, State, or local governmental commission, department, corporation, subdivision, or agency;

b. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has employed or otherwise provided compensation to, any employee or officer of the City; and;

c. No principal (which includes officers, directors, or executive) or individual holding a professional license and performing work under this Agreement, employee, or agent has willfully offered an employee or officer of the City any pecuniary or other benefit with the intent to influence the employee or officer's official action or judgment.

d. The undersigned is authorized to execute this Agreement on behalf of the Consultant and said signature shall bind the Consultant to this Agreement. No further action is required by the Consultant to enter into this Agreement other than Consultant's undersigned representative execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CITY:
CITY OF COCOA *

CONSULTANT:

By: Michael C. Blake
Michael C. Blake
Print Name/Title: Mayor

By: [Signature]
Print Name/Title: Harold Franzen
PRES.

ATTEST:

By: [Signature]
City Clerk

*** THIS AGREEMENT IS ONLY VALID AGAINST THE CITY UPON APPROVAL BY THE CITY COUNCIL OF COCOA AND SIGNATURE BY EITHER THE MAYOR OR CITY MANAGER.**

**CITY OF COCOA WATER SUPPLY PROGRAM
SCOPE OF WORK**

October 1, 2015 to September 30, 2016

CONSULTING PROFESSIONAL will assist the City of Cocoa with the completion of the elements necessary to implement the TCR project and other water supply and water resource related tasks. Commencing with the approval of this Scope of Services, CONSULTING PROFESSIONAL will perform the following services, subject to clarification and direction and not-to-exceed without prior authorization fee.

TASKS

1. Meet the City to Coordinate/Manage Issues – CONSULTING PROFESSIONAL will meet with City staff as necessary to address on-going issues related to the City's water supply and resource related issues.
2. Negotiate terms of agreements and attend mediations with parties as conducted by District.
3. Provide CUP review and engineering/ evaluations for City, as necessary.

ESTIMATED TASK FEES

TASK #	Est. Hrs	Principal Rate @ \$200	Total
TASK 1	80	\$16,000	\$16,000
TASK 2	80	\$16,000	\$16,000
TASK 3	80	\$16,000	\$16,000
EXPENSES			\$1,500
			\$49,500



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EXPENSES			\$1,500
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REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: October 24, 2016

ITEM NUMBER: 2

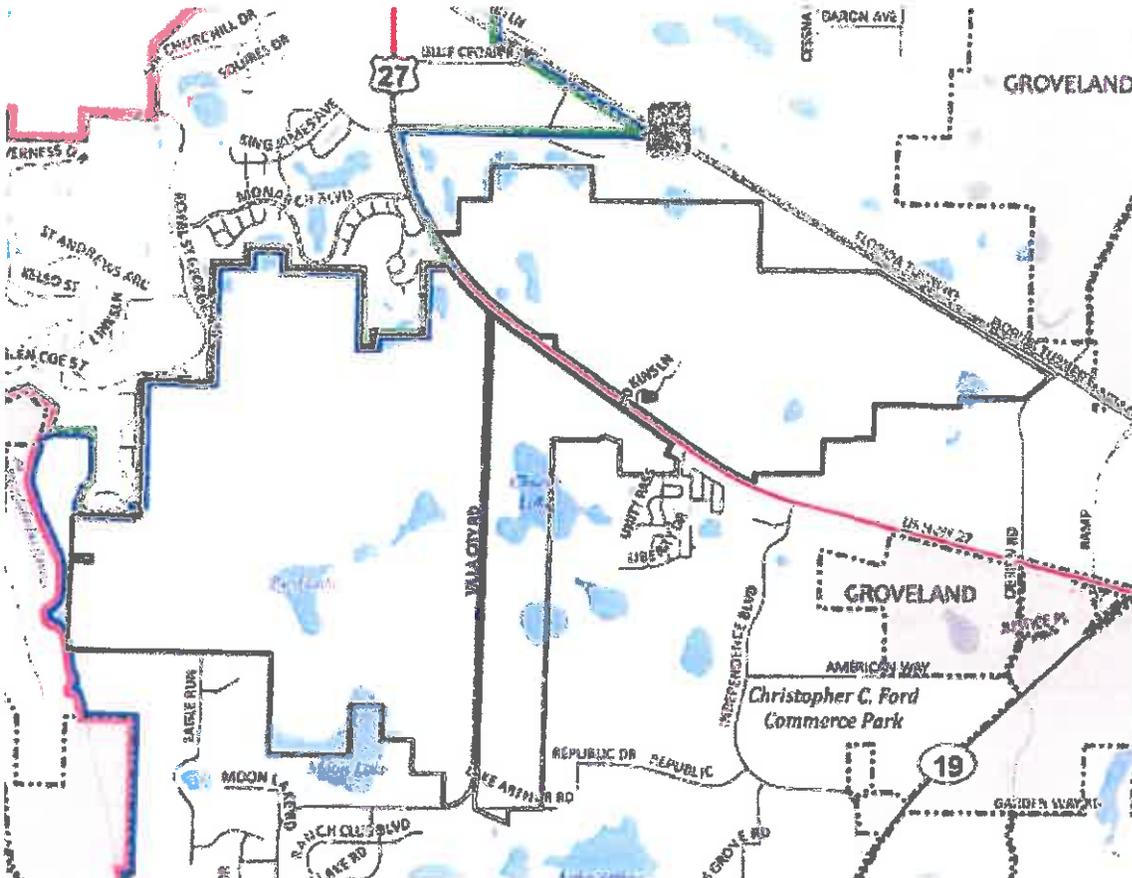
AGENDA ITEM: Ordinance 2016-10-23 - Rezoning to PUD – Villa City

CITY GOAL: Develop inviting high profile visual impact projects; including gateways, establishing destination, branding and other projects that reflect tax results.

PREPARED BY: Jodi Nentwick, Senior Planner

DATE: October 20, 2016

PROPERTY LOCATION: The subject property is located southwest of the Florida Turnpike, and north and south of US Highway 27, on both sides of County Road 565, all within the northwestern quadrant of the City. Please see **Villa City PUD Location Map** below for the location and road network in the vicinity of the subject property.



"The city with a future, watch us grow!"

BACKGROUND:

A number of owners are proposing to develop the Villa City project within the City of Groveland. The properties are located within the City's planning area and 180 utility district as identified in the Interlocal Service Boundary Agreement, and are proposed for annexation simultaneously with a Large Scale Comprehensive Plan Amendment. This request is for approval of the PUD zoning ordinance which will used to regulate the development of the property.

The Villa City project consists of approximately 2,467 +/- acres. Along with this proposed PUD zoning, the Applicants are seeking a future land use designation of Master Planned Community, a new future land use designation for the City, the details of which are set forth below, and Conservation (for the wetland areas of the property):

<u>Master Planned Community (MPC)</u>	<u>Up to 5.0 dwelling units per acre. Non-residential uses — the maximum floor area ratio is 1.00. Impervious surface coverage will be regulated at the PUD level in accordance with the provisions of Policy 1.1.16</u>
---------------------------------------	--

The new Master Planned Community future land use designation, along with this PUD ordinance, are envisioned to create a sustainable, self-sufficient, mixed-use community including a mix of housing types to accommodate multiple stages of life, as well as non-residential uses, such as office, retail, industrial, medical, institutional, educational, and civic uses and a pedestrian oriented village center.

In addition, the following shall apply:

- All future development shall be required to connect to the City central water system, sewer system, and reuse water system;
- Residential uses shall occupy a minimum of 50 percent and a maximum of 65 percent of the gross land area;
- Commercial uses including retail, office, industrial and community facilities (excluding schools) shall occupy a minimum of 5 percent and a maximum of 25 percent of the gross land area;
- Open space areas within the property which are preserved will have a Future Land Use designation of Conservation;
- Open Space uses shall occupy a minimum of 30 percent of the gross land area within the PUD Master Development Plan;
- Low Impact Development and Green Building techniques (Policy 1.2.11 and 1.2.12) will be required;
- A maximum of 1.00 floor area ratio (FAR) shall be allowed for nonresidential uses;
- Up to 5 dwelling units per acre shall be allowed in single family residential areas; and

"The city with a future, watch us grow!"

Flexible dimensional requirements will be permitted to ensure that mixed use buildings are properly located adjacent to abutting roadways and sidewalks.

This PUD ordinance also includes a Master Development Plan which outlines the location of the various generalized land uses within the mixed use development, together with performance standards and design guidelines. The generalized land use designations in the Master Development Plan are as follows: Sustainable Neighborhood, Regional Commercial, Mixed Use, Open Space / Natural Lands, Wetlands and Lakes. Each of these areas is color-coded on the Master Development Plan.

The more specific proposed land use allocations within the PUD are as follows:

Single Family Residential	2,570	Dwelling Units
Multi-Family Residential	2,000	Dwelling Units
Active Adult Residential	3,190	Dwelling Units
Office	300,000	Square Feet
Industrial	100,000	Square Feet
Retail	500,000	Square Feet
Assisted Living Facility (ALF)	400	Beds
Hotel	150	Rooms

The PUD zoning will also incorporate into it a Development Agreement setting forth the other specific requirements for the project, including mitigation for public safety impacts, wildlife impacts, road and transportation impacts, school impacts, wetland impacts and impacts to the City's potable water supply system.

The first readings of the annexation ordinance for the Villa City PUD property (Ordinance 2016-07-16), and for the associated comprehensive plan amendment ordinance (Ordinance 2016-07-17), were held a few months ago in July. The second readings of both the annexation ordinance and the comprehensive plan amendment ordinance for the property will be considered at the first Local Planning Agency and the City Council meetings in November.

The first public hearings for this PUD zoning ordinance are being held tonight. The second public hearings for the PUD ordinance will be held to adopt the proposed ordinance at the first Local Planning Agency and the City Council meetings in November.

STAFF RECOMMENDATION: Motion to Approve Ordinance 2016-10-23

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"

Record and Return to:
City of Groveland
Attn: Community Development Dept.
156 S. Lake Avenue
Groveland, FL 34736

ORDINANCE 2016-10-23

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GROVELAND, COUNTY OF LAKE, STATE OF FLORIDA, ASSIGNING A ZONING DESIGNATION OF CITY OF GROVELAND PLANNED UNIT DEVELOPMENT (PUD) FOR THE HEREAFTER DESCRIBED LANDS WITHIN THE CITY OF GROVELAND, FLORIDA; OWNED BY FLORIBRA – VILLA CITY IA, LLC, ET. AL, AND LOCATED SOUTHWEST OF THE FLORIDA TURNPIKE AND NORTH AND SOUTH OF US HIGHWAY 27, ON BOTH SIDES OF COUNTY ROAD 565, IN GROVELAND, LAKE COUNTY, FLORIDA; APPROVING A DEVELOPMENT AGREEMENT FOR THE PROPERTY; PROVIDING FOR DIRECTIONS TO THE CITY MANAGER; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Groveland, Florida, as follows:

Section 1: Purpose and Intent.

That the zoning classification of the following described property, being situated in the City of Groveland, Florida, shall hereafter be designated as PUD as defined in the Groveland Land Development Regulations.

LEGAL DESCRIPTION: See **Exhibit A** attached hereto and incorporated herein.

Section 2: Zoning Classification.

That the property being so designated as PUD is subject to the following terms and conditions.

General

Development of this Project shall be governed by the contents of this document and applicable sections of the City of Groveland Land Development Regulations and Code of Ordinances and all other applicable rules, regulations and ordinances of the City. Code references in this document refer to the Land Use and Development Ordinances in effect November 2016.

Where in conflict, the terms of this document shall take precedence over the City of Groveland Land Development Regulations and Code of Ordinances, and all other applicable rules, regulations and ordinances of the City.

Unless otherwise notes, the definition of all terms shall be the same as the definitions set forth in the City of Groveland Land Development Regulations.

Land Uses

The Master Development Plan of the mixed use development for the Project is attached hereto as **Exhibit B** and is an integral part of this PUD document. Elements in the Master Development Plan include the following land uses and the approximate acreage devoted to each land use shall be as follows:

Land Use

Sustainable Neighborhood:	1,151 +/- acres
Mixed Use:	218 +/- acres
Regional Commercial:	9 +/- acres
Conservation (includes wetlands and lakes):	686 +/- acres
Ecological Management Area Uplands*:	142 +/- acres
Open Space/Retention:	261 +/- acres
<hr/> Total	<hr/> 2,467 +/- acres

*Note: The Ecological Management Area is proposed as a 158-acre (142 uplands, 16 wetlands) area as shown on Exhibit B to be protected as habitat for listed species. The Ecological Management Area may be less than 158 acres upon agency jurisdictional determination. This designation may be revisited should the City or other regulatory agency express a desire for off-site mitigation in lieu of on-site mitigation. In any event, the open space requirement as described below shall be met.

Recreation/Retention/Open Space Requirements

Park Land with Facilities:	50 acres (minimum)
Park Land – Passive Recreation*:	100 acres (minimum)
Retention:	320 +/- acres (approximate)
Open Space:	30% of PUD area (2,467
acres) ~740 acres (inclusive of passive park land, retention, 50 % of wetlands/lakes/conservation)	

*Note: Passive Recreation as defined by Chapter 6, Policy 1.5.1 in the Comprehensive Plan in effect November 2016.

Purpose

The purpose of this PUD is to:

1. Create an attractive and high quality environment which is compatible with the scale and character of the local environment;
2. Develop a residential area that is safe, comfortable and attractive to pedestrians;
3. Create a community with direct visual and physical access to open land, with amenities in the form of community open space, and with a strong community identity;
4. Provide a network of open space; and

5. Provide for a diversity of lot sizes and housing choices to accommodate a variety of age and income groups, and residential preferences, so that the City's population diversity may be maintained.

Permitted uses.

Development shall be consistent with the Master Development Plan (Exhibit B). Specific permitted uses within land use zones are as follows:

Mixed Use: All uses permitted under the City's residential and commercial zoning districts, except for mobile home sales.

Sustainable Neighborhood: All uses permitted under the City's residential zoning districts.

Regional Commercial: All uses permitted under the commercial zoning districts and uses permitted in the M-1 industrial zoning district, except for mobile home sales and motor freight transportation and warehousing.

Development Program

Land Use	Total	
Single Family Residential	2,570	Units
Multi-Family Residential	2,000	Units
Active Adult Residential	3,190	Units
Office	300,000	Square Feet
Industrial	100,000	Square Feet
Retail	500,000	Square Feet
Assisted Living Facility (ALF)	400	Beds
Hotel	150	Rooms

Village Center

The Mixed-Use area on the south side of US 27, as shown on Exhibit B, is intended to be developed as the Village Center for the project. The primary intent of the Village Center is to create a safe, vibrant and pedestrian-oriented area that can support a variety of residential, retail, commercial, office and entertainment uses. This zone will include the most compact development within the development area, with buildings that create a continuous street façade. The Village Center shall provide neighborhood commercial uses and the design form should reflect the principles of quality urban and traditional neighborhood design, including significant pedestrian connectivity. Ground-floor commercial uses should contribute positively to a pedestrian-friendly environment. Parking shall be predominantly located in the interior or rear of the block and may be supplemented with on-street parking, where appropriate. Horizontal mixed-uses shall be allowed and vertical mixed-uses are encouraged. Open space within the Village Center

shall be provided in the form of public plazas and small park spaces that are urban in character.

Conversion of Uses

Notwithstanding the Development Program described above and in Exhibit B, an Applicant is allowed to convert one land use for another so long as each such conversion is in accordance with the Transportation Equivalency Matrix based on equivalent peak hour directional trip ends, attached hereto as Exhibit C. This conversion, coordinated by the City, shall be considered a non-substantial change to the PUD.

Floor area/acreage of commercial or industrial uses.

A minimum of 89.05 acres (5% of the 1,781-acre master planned community future land use area designated within the PUD) shall be set aside for development of commercial uses, including retail, office, industrial and community facilities (excluding public and private educational schools).

Commercial and industrial floor area ratios.

The maximum floor area ratio shall be 1.00.

Building setbacks.

Setbacks are measured perpendicular from the property line to the nearest support or roof structure unless otherwise defined according to the following table:

<u>Setbacks^{1,2}</u> <u>Zone</u>	<u>Front/Street</u>		<u>Side</u>	<u>Min</u>	<u>Rear</u>
	<u>Min</u>	<u>Max</u>	<u>Min</u>		<u>Min With</u> <u>Alley</u>
Mixed-Use	10	20	5	10	20
Mixed-Use (US 27)	10	20	5	10	20
Sustainable Neighborhood	10	30	5	10	20
Regional Commercial ³	10	N/A	10	20	N/A

1. Townhomes and zero lot line developments are allowed within the Sustainable Neighborhood and Mixed Use zones provided that the setbacks noted in this table are met at the perimeter of the development.
2. Cantilevered balconies, bay windows, residential porches and roof overhangs may encroach into the Street/Front Setback area.
3. When adjacent to residential, the side and rear setbacks shall be a minimum of 25 feet.

Building separation.

Building separation shall be in accordance with National Fire Protection Association standards.

Maximum impervious surface lot coverage.

Maximum impervious surface is limited to 60% of the gross land area (2,476 acres) within the PUD master plan, which is 64.5 million square feet.

Height of structures.

The maximum building height shall be applied according to the following zones:

Mixed Use Zone: The maximum building height allowed shall be 4 stories or 60 feet.

Sustainable Neighborhood Zone: the maximum building height allowed shall be 3 stories or 50 feet.

Regional Commercial Zone: the maximum building height allowed shall be 4 stories or 60 feet.

Landscaping requirements.

Landscaping shall be designed and constructed in accordance with Chapter 133 (Landscaping) of the Groveland Code of Ordinances as adopted by Ordinance 2011-11-43 on November 14, 2011.

Within the Mixed Use zone, if the area between the building and side property line is used for parking, a street wall shall be required in front of the parking area measuring three (3) feet in height.

Parking areas and external lighting systems.

Lighting within the development shall be consistent with Section 137-109 (Lighting) of the Groveland Code of Ordinances.

Off-Street parking requirements.

Development within the Mixed Use zone shall provide off-street parking in accordance with Section 149-49(c) (Downtown Parking District) of the Groveland Code of Ordinances. The Urban Land Institute Shared Parking method for determining parking ratios may be utilized for mixed use developments in lieu of the Downtown Parking District requirements.

Development outside of the Mixed Use zone shall provide off-street parking in accordance with Section 149-46 (Required Parking) of the Groveland Code of Ordinances.

Treatment of street lighting.

Lighting within the development shall be consistent with Section 137-109 (Lighting) of the Groveland Code of Ordinances.

Residential Building Design

Residential building design will be in accordance with the Chapter 137, Article II: Architectural Standards of the City's Land Use and Development Code. The following

principles seek to promote a high quality development that will create a sense of place and community through the development of the site.

- A diversity of housing styles, shapes and materials will be encouraged in order to create variety in the streetscape.
- The different housing types shall be integrated architecturally in order to give the development a harmonious appearance. Owner shall submit plans for building design which offer both innovative design and sufficient additional amenities. A determination of whether the design is innovative and has sufficient additional amenities will be made by the City, however such approval shall not be unreasonably withheld. Designs and additional amenities shall, at a minimum include: diversity of elevations and architectural features which may include front porches, shutters, stone accents, a variety of color schemes, and minimum 5:12 pitch roof.
- The creation of visual richness should be considered when choosing materials and details. Local characteristics are encouraged.
- A variety of roof heights, pitches and materials, including color, will be encouraged.
- Side entry garages shall be encouraged.
- Landscaping should be incorporated into the overall design as a means of linking the development areas with the open spaces.
- In an effort to avoid monotony, the same home plan and elevation will not be duplicated every fourth house along the same side of any street, opposite or diagonally opposite in a residential floor plan.

Affordable Housing Requirement

Per the City's Affordable Housing Requirement, 10% of the homes sold in the community will be sold at or below \$260,000. This price is based on a median household income of \$58,300 (per HUD statistics). This number was derived through assuming property taxes of \$175 per month, insurance of \$100 per month and HOA fees of \$65 per month, this leaves \$1,263 monthly for principal and interest. Assuming a 30 year, 4% fixed rate loan, a \$1,263 monthly payment qualifies a buyer for up to a maximum \$260,000 house. In order to ensure continuous affordability, the maximum affordable price will not be able to appreciate more than 5% compounded per year from the effective date of the PUD. The 10% of the homes in the neighborhood that are designated to remain affordable will not be able to exceed this maximum price. The price appreciation cap will be in effect for 99 years.

Recreation and Open Space

A minimum of 30 percent (as required by the comprehensive plan) of the total project area at buildout (not by phase) shall be established and maintained as open space or facilities. The open space shall include, but not be limited to project buffer areas, drainage areas, retention areas and landscaped areas. While the onsite wetlands and lakes will be preserved, a maximum of 50% of the open space may be met with wetland preservation.

Waterfront and Wetlands Buffer Requirement

No development shall be allowed within jurisdictional wetlands on the property. A building setback of 50 feet, including a minimum upland buffer of 25 feet, shall be maintained. These buffer and building setback requirements shall be measured from the defined wetland boundary line. No development except passive recreation, as defined in Policy 5.6.3 of the Comprehensive Plan, and lake access and maintenance authorized by the St. Johns River Water Management District, shall be permitted in wetland/lake areas. There shall be no disturbance within 50 feet of the high water mark, with the exception of pilings for dock or pier.

Public Facilities

Potable Water and Wastewater

The Project shall be connected to the City Potable Water system and the City Sanitary Sewer system, prior to any Certificate of Occupancy being issued for any structure (except temporary construction uses) on the Project. Re-use lines shall be installed for irrigation. Additional requirements relating to potable water, wastewater and reuse shall be addressed in a separate utility agreement.

Solid Waste

Solid Waste collection shall be pursuant to City regulations, as amended.

Drainage

The maintenance of the drainage system shall be the responsibility of the Homeowners Association(s) or Property Owners Association(s).

Transportation

All two-way streets shall have a fifty foot (50') right-of-way with a minimum 24 foot pavement and curb width unless part of a context-sensitive design and approved at Preliminary Plat by the City Council. Provision shall be made for underground utilities.

All portions of the development should be accessible by a direct, convenient, attractive, safe, and comfortable system of pedestrian facilities, and the development should provide appropriate pedestrian amenities.

Street and Sidewalks

The development shall have a connected street system that serves vehicles, pedestrians and bicycles which connects to recreation facilities and any adjacent residential community areas. A minimum of a five foot (5') sidewalk shall be constructed along both sides of all streets. All streets shall be constructed to the City of Groveland standards.

Streets shall be interconnected as far as practicable, employing cul-de-sacs only where essential. Where cul-de-sacs are deemed to be unavoidable, continuous pedestrian

circulation shall be provided for by connecting sidewalks that link the end of the cul-de-sac with the next street (or open space).

Shade trees shall be planted within the right-of-way of all streets. Such trees shall be planted with root barriers so as not to interfere with utility lines and comply with the City's Landscape Regulations for trees in the right-of-way.

Lighting

Decorative street lighting shall be installed at every intersection, at the end of each cul-de-sac and at intervals of 300 feet, or as approved by the City Staff. Street lighting shall be installed by the Owner/Developer. The City shall not be financially responsible for street lights or electricity for street lights.

Utilities

All utilities shall be underground.

Signage

All signage on the Property shall be ground signage and shall comply with the City Land Use and Development Regulations.

Maintenance of Common Areas

Maintenance of all common areas within the Project shall be the responsibility of a community or homeowner's association(s) formed to govern such property.

Endangered species habitat

An Ecological Management Area (up to 158 acres) as shown on Exhibit B is proposed to be protected as habitat for listed species. This designation may be revisited should the City or other regulatory agency express a desire for off-site mitigation in lieu of on-site mitigation.

Impact Fees

The Owner/Developer acknowledges that the City of Groveland has impact fees for water, wastewater, administrative, fire, police and recreation, and that the Project shall be subject to such impact fees. The Owner/Developer acknowledges that the City of Groveland may adopt other types of impact fees in the future, for example, reuse impact fees, and that the Project shall be subject to such impact fees.

Amendments

Any substantial deviation from the PUD Conceptual Development Plan, or deviation from the terms of this Ordinance, shall be approved by the City Council in accordance with the legal procedures to amend zoning ordinances.

Expiration of PUD

Actual construction consistent with this PUD (including construction plan approval) must commence on the Property within 5 years of the Effective Date of this ordinance without a

lapse of construction. Construction shall include infrastructure and groundwork, as well as home building and non-residential building. If actual construction fails to begin as required herein or construction commences but lapses for a period of 8 consecutive months or longer, or for a period of twelve non-consecutive months collectively within a period of 18 months, this PUD and any approvals including construction plans shall be considered expired and of no further force or effect. Any vesting which may be claimed thereby shall be void. The applicant may request the City for up to a thirty-six month extension prior to expiration.

Section 3: Consistent with Comprehensive Plan.

That the zoning classification is consistent with the Comprehensive Plan of the City of Groveland, Florida

Section 4: Official Zoning Map.

That the City Manager, or designee, is hereby authorized to amend, alter, and implement the official zoning maps of the City of Groveland, Florida, to include said designation.

Section 5: Severability.

That if any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 6: Conflict.

That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 7: Effective Date.

This Ordinance shall become effective immediately upon its approval and adoption by the City Council.

PASSED AND ORDAINED in regular session of the City Council of the City of Groveland, Lake County, Florida, this ____ day of _____, 2016.

HONORABLE TIM LOUCKS, MAYOR
City of Groveland, Florida

ATTEST:

Teresa Maxwell, City Clerk

Approved as to Form:

Anita Geraci-Carver
City Attorney

Passed First Reading _____
Passed Second Reading _____

Council Member _____ moved the passage and adoption of the above and foregoing Ordinance. Motion was seconded by Council Member _____ and upon roll call on the motion the vote was as follows:

	YEA	NAY
Tim Loucks		
John Griffin		
Karen McMican		
Mike Radzik		
Dina Sweatt		

EXHIBIT A

Metes and bounds legal descriptions attached.

Alternate Key Numbers

1024471
1024501
1024510
1024544
1024552
1024561
1024579
1024587
1024595
1024935
1024943
1035767
1063639
1068479
1068509
1084954
1088437
1210810
1297796
1297834
1383650
1390745
1390761
1390770
1390818
1390851
1390877
1587166
1756791
1781272
2831154
3781209
3781210
3781211
3781212
3781213
3783126
3783127
3793849
3882756

Parcel ID Numbers

16-21-25-000300000400
17-21-25-000400000500
17-21-25-000400000600
18-21-25-000300001100
18-21-25-000300001200
19-21-25-000100000100
20-21-25-000100000300
20-21-25-000200000902
20-21-25-000200000903
30-21-25-000200000500
30-21-25-000200000600
24-21-24-000100000100
17-21-25-000300000401
13-21-24-000400000600
24-21-24-000100000200
20-21-25-000100000200
13-21-24-000400000601
30-21-25-000200000400
24-21-24-000300000400
25-21-24-000100000200
24-21-24-000400000500
17-21-25-000400000700
17-21-25-000300000402
17-21-25-000200000400
18-21-25-000100000200
19-21-25-000200000300
20-21-25-000200000700
30-21-25-000100000300
20-21-25-000200000800
20-21-25-000200000600
20-21-25-000200001000
24-21-24-000400001100
18-21-25-000400001700
18-21-25-000400001800
19-21-25-000100000500
19-21-25-000200000700
18-21-25-000400001900
18-21-25-000300002000
18-21-25-000400002100
30-21-25-000200002900

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SCHEDULE A (Continued)

Issuing Office File No.: 2037-3581150

THAT PART OF SECTIONS 18 AND 19, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 19 BEING A 4" X 4" CONCRETE MONUMENT (NO IDENTIFICATION NUMBER) AND RUN $S00^{\circ}40'35''W$ ALONG THE EAST LINE OF SAID SECTION 19 FOR A DISTANCE OF 27.04 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 27 (STATE ROAD NO. 25) (A 200 FOOT WIDE RIGHT-OF-WAY); THENCE CONTINUE $S00^{\circ}40'35''W$ ALONG SAID EAST LINE FOR A DISTANCE OF 637.03 FEET TO THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 19; THENCE RUN $N89^{\circ}46'41''W$ ALONG THE SOUTH LINE OF SAID NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 FOR A DISTANCE OF 113.55 FEET; THENCE RUN $N54^{\circ}35'13''W$ FOR A DISTANCE OF 103.53 FEET; THENCE RUN $N77^{\circ}47'22''W$ FOR A DISTANCE OF 111.43 FEET; THENCE RUN $S70^{\circ}42'25''W$ FOR A DISTANCE OF 91.32 FEET; THENCE RUN $S35^{\circ}24'47''W$ FOR A DISTANCE OF 64.00 FEET TO A POINT ON SAID SOUTH LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE RUN $N89^{\circ}46'41''W$ ALONG SAID SOUTH LINE FOR A DISTANCE OF 899.85 FEET TO THE SOUTHWEST CORNER OF SAID NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE RUN $N00^{\circ}38'38''E$ ALONG THE WEST LINE OF SAID NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 FOR A DISTANCE OF 662.76 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 18; THENCE RUN $N00^{\circ}08'59''E$ ALONG THE WEST LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 FOR A DISTANCE OF 894.68 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 27; THENCE RUN $S55^{\circ}07'07''E$ ALONG SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 1618.49 FEET TO THE POINT OF BEGINNING.

First American Title Insurance Company

SCHEDULE A (Continued)

Issuing Office File No.: 2037-3581088

Parcel A:

The property in Section 18, Township 21 South, Range 25 East, Lake County, Florida described as:

The South $\frac{1}{4}$ of the East $\frac{1}{2}$ of Government Lot 4 (LESS right of way for State Road No. 565).

Parcel B:

The Northeast of the Southwest $\frac{1}{4}$ (Also sometimes described as the East $\frac{1}{2}$ of Government Lot 3) and that part of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, all lying South and West of U.S. Highway 27 and West of Villa City Road, LESS AND EXCEPT therefrom all existing road rights-of-way, Section 18, Township 21 South, Range 25, East Lake County, Florida.

Parcel C:

That part of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ lying South and West of U. S. Highway 27 and East of Villa City Road, LESS AND EXCEPT therefrom all existing road rights-of-way, Section 18, Township 21 South, Range 25 East, Lake County, Florida.

Parcel D:

The West 704.59 feet of the North 369.50 feet of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, LESS AND EXCEPT therefrom all existing road rights-of-way, Section 18, Township 21 South, Range 25 East, Lake County, Florida.

Parcel E:

The North $\frac{3}{4}$ of the East $\frac{1}{2}$ of Government Lot 4, Section 18, Township 21 South, Range 25 East, Lake County, Florida (LESS right of way for State Road No. 565).

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SCHEDULE A (Continued)

Issuing Office File No.: 2037-3581095

PARCEL A:

THE EAST 150 FEET OF THE SOUTH 300 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL B:

THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, LESS AND EXCEPT THEREFROM THE EAST 1500 FEET OF THE NORTH 400 FEET; ALSO LESS THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; AND ALSO LESS THE EAST 150 FEET OF THE SOUTH 300 FEET THEREFROM.

PARCEL C:

THE PROPERTY IN SECTION 18, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA (LESS RIGHTS-OF-WAY FOR U.S. HIGHWAY 27 AND STATE ROAD NO. 565), DESCRIBED AS:

WEST 1/2 OF GOVERNMENT LOT 4, LESS THE NORTH 250 FEET OF THE WEST 275 FEET THEREOF.

PARCEL D:

THE PROPERTY IN SECTION 24, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS:

THE WEST 3/4 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4, LESS THE WEST 10 FEET THEREOF; AND

THE NORTH 3/4 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4; AND

THE EAST 1/2 OF THE NORTHEAST 1/4; AND

THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4; AND

THE EAST 1/2 OF THE NORTHWEST 1/4, LESS THE SOUTH 10 FEET OF THE WEST 670 FEET OF THE EAST 3/4 OF THE NORTH 1/2.

PARCEL E:

THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.

PARCEL F:

THE PROPERTY IN SECTION 19, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA (LESS

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RIGHT-OF-WAY FOR STATE ROAD NO. 565 DESCRIBED AS:

GOVERNMENT LOT 1; AND

THE WEST 1/2 OF GOVERNMENT LOT 2.

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SCHEDULE A (Continued)

Issuing Office File No.: 2037-3581080

A parcel of land being situated in Sections 17 and 20, Township 21 South, Range 25 East, Lake County, Florida, more particularly described as follows:

Commencing at the North 114 corner of Section 20, Township 21 South, Range 25 East; thence run South 89°41'27" West along the North line of the Northwest 1/4 of said Section 20 for a distance of 443.01 feet to the POINT OF BEGINNING; thence departing said North line, run North 00°03'06" East for a distance of 984.02 feet; thence run North 89°41'27" East for a distance of 443.01 feet to the West line of the Southeast 1/4 of Section 17, Township 21 South, Range 25 East; thence run North 00°03'06" East along said West line for a distance of 36.26 feet to a point on the South line of Creek and Marsh in the Southwest 1/4 of the Southeast 1/4 of said Section 17; thence departing said West line, run along the said South line of the Creek and Marsh the following Courses and Distances: thence run North 74°07'30" East for a distance of 107.81 feet; thence run North 74°55'24" East for a distance of 104.94 feet; thence run North 75°28'01" East for a distance of 114.40 feet; thence run South 87°52'24" East for a distance of 18.60 feet; thence run South 05°51'43" East for a distance of 69.02 feet; thence run South 87°43'20" East for a distance of 101.87 feet; thence run South 86°03'35" East for a distance of 81.00 feet; thence run South 70°53'23" East for a distance of 55.65 feet; thence run South 55°42'04" East for a distance of 92.59 feet; thence run South 41°35'42" East for a distance of 87.98 feet; thence run South 28°34'02" East for a distance of 81.31 feet; thence run South 16°57'43" East for a distance of 113.85 feet; thence run South 04°55'52" East for a distance of 188.19 feet; thence run South 33°33'03" East for a distance of 22.19 feet; thence run South 52°20'25" East for a distance of 31.48 feet; thence run South 69°32'51" East for a distance of 50.11 feet; thence run North 86°30'53" East for a distance of 106.51 feet; thence run North 88°13'31" East for a distance of 46.04 feet; thence run North 74°17'45" East for a distance of 46.00 feet; thence run North 57°50'58" East for a distance of 58.53 feet; thence run North 43°27'40" East for a distance of 86.75 feet; thence run North 26°08'14" East for a distance of 193.83 feet; thence run North 78°22'28" East for a distance of 57.30 feet to the East line of the Southwest 1/4 of the Southeast 1/4 of said Section 17; thence departing said South line of the Creek and Marsh, run South 00°00'38" East along said East line for a distance of 38.41 feet; thence departing said East line, run South 89°57'56" East for a distance of 320.00 feet; thence run South 00°00'38" East for a distance of 730.00 feet to the North line of the Northeast 1/4 of the aforesaid Section 20; thence run South 89°57'56" East along said North line for a distance of 670.33 feet; thence departing said North line, run South 01°30'45" West for a distance of 663.24 feet; thence run North 89°50'07" West for a distance of 990.27 feet to the West line of the Northeast 1/4 of the Northeast 1/4 of said Section 20; thence run South 01°30'45" West along said West line for a distance of 660.99 feet to the Southeast corner of the Northwest 1/4 of the Northeast 1/4 of said Section 20; thence departing said West line, run North 89°42'14" West along the South line of said Northwest 1/4 of Northeast 1/4 for a distance of 1316.68 feet to the Southwest corner of said Northwest 1/4 of Northeast 1/4; thence departing said South line, run South 00°50'20" West along the East line of the Northwest 1/4 of said Section 20 for a distance of 170.66 feet to the Northerly right of way line of State Road 25 (also known as U.S. highway 27), said point also being on a curve, concave Northeasterly, and having a radius of 5661.65 feet, a chord bearing of North 60°46'10" West, and a chord distance of 1101.36 feet; thence run along the arc of said curve, and said Northerly right of way line, through a central angle of 11°09'48" for a distance of 1103.10 feet to the point of tangency; thence run North 55°11'16" West, along said Northerly right of way line, for a distance of 1639.17 feet to the Intersection of said Northerly right of way line with the aforesaid North

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line of the Northwest 1/4 of Section 20; thence departing said Northerly right of way line, run North 89°41'27" East for a distance of 1885.70 feet to the POINT OF BEGINNING.

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SCHEDULE A (Continued)

Issuing Office File No.: **2037-3581050**

Parcel 1:

The North 3/4 of the East 1/2 of the Northeast 1/4, less the North 10 feet thereof, and less the South 317.36 feet of the North 327.36 feet of the East 10 feet, of Section 25, Township 21 South, Range 24 East, Lake County Florida.

Parcel 2:

The West 1/2 of the Northwest 1/4 of the East 1/2 of Government Lot 1, and the North 1/2 of the West 1/2 of Government Lot 1, less the North 10 feet thereof of Section 30, Township 21 South, Range 25 East, Lake County Florida.

Parcel 3:

The Northwest 1/4 of the East 1/2 of Government Lot 2, and the East 1/2 of the Northwest 1/4 of the East 1/2 of Government Lot 1, less the North 10 feet, Section 30, Township 21 South, Range 25 East, of the public records of Lake County Florida.

Parcel 4:

The East 3/4 of the South 1/2 of Government Lot 1, less the road, Northeast 1/4 of the East 1/2 of Government Lot 1. Less North 10 feet and less the road, the East 1/4 of the Government Lot 2, less the road, Section 30, Township 21 South, Range 25 East Lake County Florida, less any portion thereof lying Southeasterly of the road.

Less that portion conveyed to the State of Florida by Deed recorded May 18, 1956 in Book 383, Page 123.

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SCHEDULE A (Continued)

Issuing Office File No.: 2037-3581102

That part of Section 20, Township 21 South, Range 25 East, Lake County, Florida, described as follows:

Commence at a 4" x 4" concrete monument (no identification number) at the Northwest corner of the Northwest 1/4 of the Northwest 1/4 of Section 20, Township 21 South, Range 25 East, and run $S00^{\circ}41'59''W$ along the West line of said Northwest 1/4 of the Northwest 1/4 for a distance of 27.03 feet to a found 4" x 4" concrete monument (no identification number) on the Southwesterly right-of-way line of U.S. Highway No. 27 (a 200' wide right-of-way), also being the POINT OF BEGINNING; thence continue $S00^{\circ}41'59''W$ along said West line for a distance of 1301.10 feet to a found 4" x 4" concrete monument (no identification number) at the Southwest corner of said Northwest 1/4 of the Northwest 1/4; thence run $N89^{\circ}51'42''E$ along the South line of said Northwest 1/4 of the Northwest 1/4 for a distance of 1132.50 feet to a found 4" x 4" concrete monument (no identification number); thence run $N00^{\circ}43'09''E$ along the West line of the East 200.00 feet of said Northwest 1/4 of the Northwest 1/4 for a distance of 270.37 feet to a found 4" x 4" concrete monument (no identification number), said monument lying $S00^{\circ}43'09''W$ a distance of 245.00 feet from the aforesaid Southwesterly right-of-way line; thence run $N63^{\circ}15'19''W$ for a distance of 241.81 feet to a found 1" x 1" angle iron; thence run $N28^{\circ}05'40''E$ for a distance of 238.62 feet to a found 4" x 4" concrete monument (no identification number) on the aforesaid Southwesterly right-of-way line; thence run $N55^{\circ}07'07''W$ along said right-of-way line for a distance of 1239.05 feet to the POINT OF BEGINNING.

AND:

That part of Section 20, Township 21 South, Range 25 East, Lake County, Florida, described as follows:

Commence at a 4" x 4" concrete monument (no identification number) at the Northwest corner of the Northwest 1/4 of the Northwest 1/4 of Section 20, Township 21 South, Range 25 East, and run $S00^{\circ}41'59''W$ along the West line of said Northwest 1/4 of the Northwest 1/4 for a distance of 27.03 feet to a found 4" x 4" concrete monument (no identification number) on the Southwesterly right-of-way line of U.S. Highway No. 27 (a 200' wide right-of-way); thence continue $S00^{\circ}41'59''W$ along said West line for a distance of 1301.10 feet to a found 4" x 4" concrete monument (no identification number) at the Southwest corner of said Northwest 1/4 of the Northwest 1/4; thence run $N89^{\circ}51'42''E$ along the South line of said Northwest 1/4 of the Northwest 1/4 for a distance of 1132.50 feet to a found 4" x 4" concrete monument (no identification number); thence run $N00^{\circ}43'09''E$ along the West line of the East 200.00 feet of said Northwest 1/4 of the Northwest 1/4 for a distance of 270.37 feet to a found 4" x 4" concrete monument (no identification number), said monument lying $S00^{\circ}43'09''W$ a distance of 245.00 feet from the aforesaid Southwesterly right-of-way line and being the POINT OF BEGINNING; thence run $N63^{\circ}15'19''W$ for a distance of 241.81 feet to a found 1" x 1" angle iron; thence run $N28^{\circ}05'40''E$ for a distance of 238.62 feet to a found 4" x 4" concrete monument on the aforesaid Southwesterly right-of-way line; thence run $S25^{\circ}02'36''W$ for a distance of 237.00 feet to a set 1/2" diameter iron rod with cap number LB68; thence run $S62^{\circ}50'24''E$ for a distance of 229.16 feet to the POINT OF BEGINNING.

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SCHEDULE A (Continued)

Issuing Office File No.: **2037-3581099**

Parcel A:

The Southeast 1/4 of the Northwest 1/4 (otherwise sometimes described as East 1/2 of Government Lot 2), Section 19, Township 21 South, Range 25 East, Lake County, Florida, LESS road right-of-way for C-565 conveyed in Deed Book 382, Page 509, Public Records of Lake County, Florida.

Parcel B:

The North 1/2 of the Southwest 1/4, Section 19, Township 21 South, Range 25 East, Lake County, Florida, LESS right-of-way for C-565 conveyed in Deed Book 383, Page 121, Public Records of Lake County, Florida.

Parcel C:

The South 1/2 of the Southeast 1/4 of the Northeast 1/4 of the Southeast 1/4, Section 24, Township 21 South, Range 24 East, Lake County, Florida.

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SCHEDULE A (Continued)

Issuing Office File No.: 2037-3581035

The West 1/2 of the Northeast 1/4 of Section 30, Township 21 South, Range 25 East, Lake County, Florida.

and

Begin at the Northwest corner of the Southeast 1/4 of Section 30, Township 21 South, Range 25 East, Lake County, Florida; thence N. 89°35'07" E, a distance of 668.25 feet to the Northeast corner of the Northwest 1/4 of the Northwest 1/4 of the Southeast 1/4; thence S. 00°10'48" W, along the Easterly line of the said Northwest 1/4 of the Northwest 1/4 of the Southeast 1/4, a distance of 300.00 feet; thence N. 66°08'20" W, a distance of 729.65 feet to the POINT OF BEGINNING.

LESS right-of-way for Villa City Road recorded March 30, 1956 in Deed Book 381, Page 109, Public Records of Lake County, Florida.

First American Title Insurance Company

SCHEDULE A (Continued)

Issuing Office File No.: 2037-3580997

The West 1/2 of the Northeast 1/4 of Section 19, Township 21 South, Range 25 East, Lake County, Florida and being subject to County Road 565, an Eighty (80) foot Right-of-Way as now laid out.

Together with:

The West 1/2 of the Southeast 1/4 of Section 19, Township 21 South, Range 25 East, Lake County, Florida and being subject to County Road 565, an Eighty (80) foot Right-of-Way as now laid out.

Together with:

The South 1/2 of the Southwest 1/4 of Section 19, Township 21 South, Range 25 East, Lake County, Florida and being subject to County Road 565, an Eighty (80) foot Right-of-Way as now laid out.

First American Title Insurance Company

SCHEDULE A (Continued)

Issuing Office File No.: 2037-3581005

The Southwest 1/4 of Section 24, Township 21 South, Range 24 East, Lake County, Florida, LESS that part thereof described as follows:

Commencing at the Northwest corner of said Section 24, thence South 00°27'06" East (all bearings mentioned herein are assumed), along the West line of said Section 24, a distance of 2646.56 feet to the West 1/4 corner of said Section 24; thence South 00°23'19" East, a distance of 792.07 feet to the Point of Beginning; thence continue South 00°23'19" East, a distance of 100.14 feet; thence South 87°18'48" East, a distance of 410.35 feet; thence North 02°41'12" East a distance of 100 feet; thence North 87°18'48" West, a distance of 415.73 feet to the Point of Beginning.

First American Title Insurance Company

SCHEDULE A (Continued)

Issuing Office File No.: **2037-3581026**

That portion of Section 18, Township 21 South, Range 25 East described as follows:

The East 1/4 of Government Lot 2; The Southwest 1/4 of the East 1/2 of Government Lot 2 lying Northeasterly of U.S. Highway 27; The East 1/2 of Government Lot 3 lying Northeasterly of U.S. Highway 27; The East 1/2 of the Southeast 1/4 of said Section 18, lying Northeasterly of U.S. Highway 27; The Northwest 1/4 of the Southeast 1/4 of said Section 18 lying Northeasterly of U.S. Highway 27; The South 1/2 of the Northeast 1/4 of said Section 18; The South 1/2 of the Northwest 1/4 of the Northeast 1/4 of said Section 18; The Southwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of said Section 18 all lying in Lake County, Florida.

First American Title Insurance Company

SCHEDULE A (Continued)

Issuing Office File No.: 2037-3580992

The Southwest 1/4 of the Southeast 1/4 of Section 18, Township 21 South, Range 25 East, Lake County, Florida:

LESS that portion of said Southwest 1/4 of the Southeast 1/4 lying Northeasterly of U S Highway 27.

LESS that Right-of-Way for U S Highway 27 thereof.

LESS that certain parcel being described as follows:

That portion of the Southwest 1/4 of the Southeast 1/4 of said Section 18, Township 21 South, Range 25 East being West 704.59 feet of the North 369.50 feet thereof, Lake County, Florida and being subject to County Road 565, an Eighty (80) foot Right-of-Way as now laid out.

First American Title Insurance Company

SCHEDULE A (Continued)

Issuing Office File No.: **2037-3581013**

The South 1/2 of the Southeast 1/4 of Section 24, Township 21 South, Range 24 East, Lake County, Florida.

Subject to road right-of-way along West boundary.

First American Title Insurance Company

SCHEDULE A (Continued)

Issuing Office File No.: 2037-3581144

PARCEL 1:

THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 LYING SOUTH OF THE FLORIDA TURNPIKE AND NORTHWESTERLY OF O'BRIEN ROAD, LESS THE SOUTH 5 ACRES THEREOF.

AND

THE WEST 1/2 OF THE SOUTHWEST 1/4, LYING SOUTH OF THE FLORIDA TURNPIKE.

AND

THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, LYING SOUTH OF THE FLORIDA TURNPIKE AND NORTHWEST OF O'BRIEN ROAD.

AND

THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, LYING SOUTH OF THE FLORIDA TURNPIKE.

ALL LYING AND BEING IN SECTION 16, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

AND

THE NORTH 1/2 OF THE SOUTHEAST 1/4, LYING SOUTH OF THE FLORIDA TURNPIKE AND THAT PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 LYING NORTH OF THE CREEK AND MARSH, SECTION 17, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.

AND

THE SOUTHWEST 1/4 AND THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA;

LESS: THE RIGHT-OF-WAY OF U.S. HIGHWAY NO. 27;

LESS: THE SOUTH 984 FEET OF THE EAST 443 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4;

LESS: FROM THE SOUTHWEST CORNER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, RUN EAST ALONG SECTION LINE 666 FEET; THENCE NORTH 00°22'30" WEST, 140.7 FEET; THENCE SOUTH 88°53'30" WEST 118.8 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°53'30" WEST 118.8 FEET; THENCE NORTH 00°22'30" WEST 120 FEET; THENCE NORTH 88°53'30" EAST 118.8 FEET; THENCE SOUTH 00°22'30" EAST 120 FEET TO THE POINT OF BEGINNING.

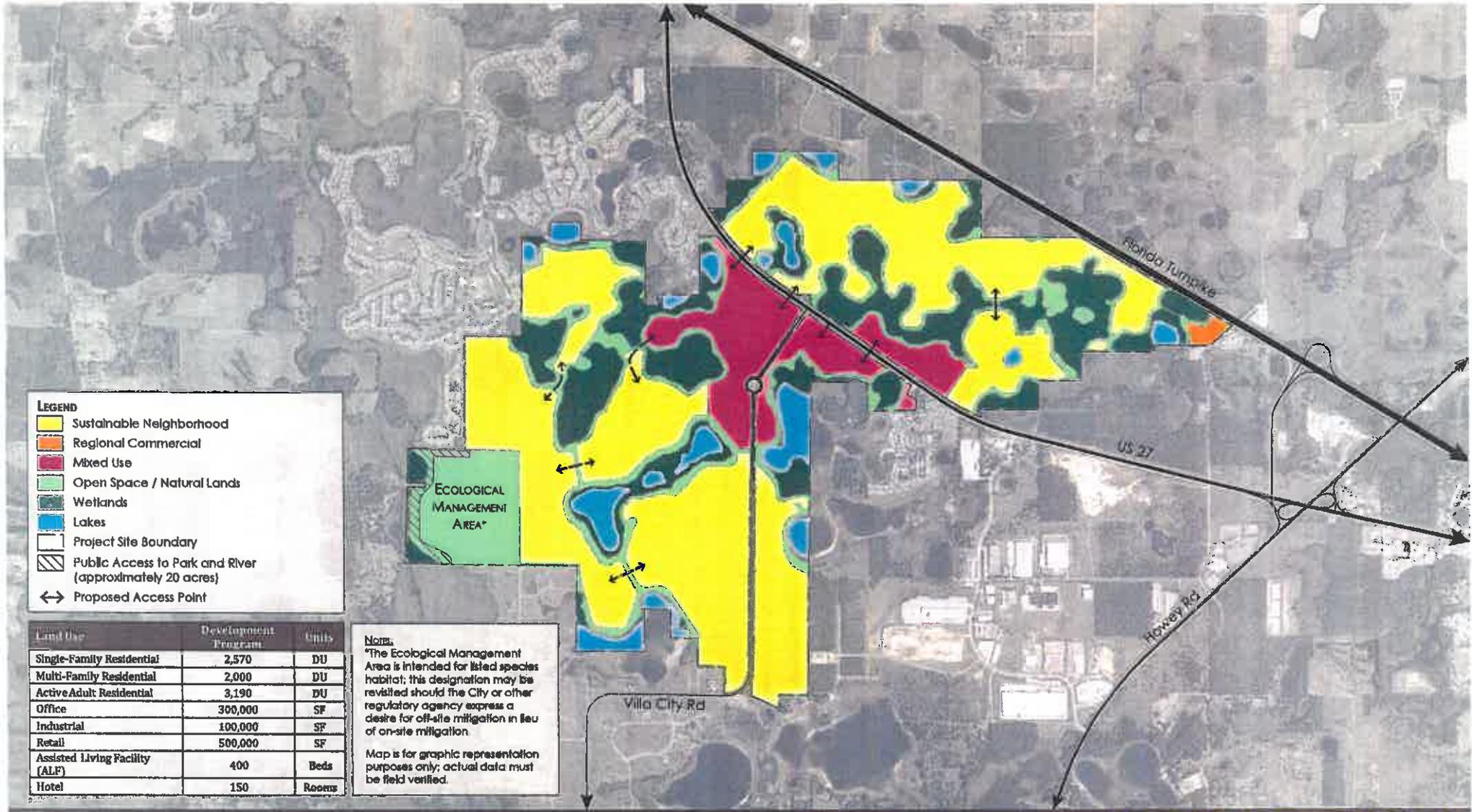
LESS: FROM THE SOUTHWEST CORNER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE

First American Title Insurance Company

COUNTY, FLORIDA, RUN EAST ALONG SECTION LINE 666 FEET; THENCE NORTH 00°22'30" WEST 140.7 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°53'30" WEST 118.8 FEET; THENCE NORTH 00°22'30" WEST 120 FEET; THENCE NORTH 88°53'30" EAST 118.8 FEET; THENCE SOUTH 00°22'30" EAST 120 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, LESS THE WEST 320 FEET OF THE SOUTH 700 FEET, SECTION 17, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA.



LEGEND

- Sustainable Neighborhood
- Regional Commercial
- Mixed Use
- Open Space / Natural Lands
- Wetlands
- Lakes
- Project Site Boundary
- Public Access to Park and River (approximately 20 acres)
- Proposed Access Point

Land Use	Development Program	Units
Single-Family Residential	2,570	DU
Multi-Family Residential	2,000	DU
Active Adult Residential	3,190	DU
Office	300,000	SF
Industrial	100,000	SF
Retail	500,000	SF
Assisted Living Facility (ALF)	400	Beds
Hotel	150	Rooms

NOTE:
 *The Ecological Management Area is intended for listed species habitat; this designation may be revisited should the City or other regulatory agency express a desire for off-site mitigation in lieu of on-site mitigation.

Map is for graphic representation purposes only; actual data must be field verified.

MASTER DEVELOPMENT PLAN

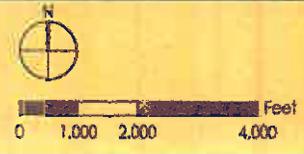


EXHIBIT B



**Exhibit C
Equivalency Matrix
Vila City DRI**

PM Rate	To:	Single Family (DU)	Multi-Family (DU)	Sr. Housing Detached (DU)	Office (0-49 KSF)	Office (50-99 KSF)	Office (100-199 KSF)	Office (≥200 KSF)	Industrial Park (0-49 KSF)	Industrial Park (50-99 KSF)	Industrial Park (100-199 KSF)	Industrial Park (≥200 KSF)	Retail (0-99 KSF)	Retail (100-199 KSF)	Retail (≥200 KSF)	Assisted Living Facility (Beds)	Hotel (Rooms)
1.00	Single Family (DU)		1.61	3.70	0.23	0.46	0.61	0.70	0.50	0.84	1.02	1.11	0.13	0.19	0.23	4.55	1.67
0.62	Multi-Family (DU)	0.62		2.30	0.15	0.29	0.38	0.43	0.31	0.52	0.63	0.69	0.08	0.12	0.14	2.82	1.03
0.27	Sr. Housing Detached (DU)	0.27	0.44		0.08	0.12	0.16	0.19	0.14	0.23	0.27	0.30	0.04	0.05	0.06	1.23	0.45
4.26	Office (0-49 KSF)	4.26	6.67	15.77		1.97	2.59	2.97	2.13	3.59	4.33	4.72	0.57	0.81	0.96	19.35	7.10
2.17	Office (50-99 KSF)	2.17	3.49	8.02	0.51		1.32	1.51	1.08	1.83	2.20	2.40	0.29	0.41	0.49	9.85	3.61
1.64	Office (100-199 KSF)	1.64	2.65	6.09	0.39	0.76		1.15	0.82	1.38	1.67	1.82	0.22	0.31	0.37	7.47	2.74
1.43	Office (≥200 KSF)	1.43	2.31	5.31	0.34	0.66	0.87		0.72	1.21	1.46	1.59	0.19	0.27	0.32	6.52	2.39
2.00	Industrial Park (0-49 KSF)	2.00	3.22	7.40	0.47	0.82	1.22	1.39		1.69	2.03	2.22	0.27	0.38	0.45	9.09	3.33
1.19	Industrial Park (50-99 KSF)	1.19	1.91	4.39	0.28	0.55	0.72	0.83	0.59		1.21	1.32	0.16	0.23	0.27	5.39	1.98
0.98	Industrial Park (100-199 KSF)	0.98	1.59	3.64	0.23	0.45	0.60	0.69	0.49	0.83		1.09	0.13	0.19	0.22	4.47	1.64
0.90	Industrial Park (≥200 KSF)	0.90	1.45	3.34	0.21	0.42	0.55	0.63	0.45	0.78	0.92		0.12	0.17	0.20	4.10	1.50
7.53	Retail (0-99 KSF)	7.53	12.15	27.69	1.77	3.48	4.58	5.25	3.77	6.35	7.66	8.35		1.44	1.70	34.23	12.55
5.24	Retail (100-199 KSF)	5.24	8.45	19.41	1.23	2.42	3.18	3.66	2.62	4.42	5.33	5.81	0.70		1.18	23.82	8.73
4.43	Retail (≥200 KSF)	4.43	7.14	16.40	1.04	2.04	2.69	3.09	2.21	3.73	4.50	4.81	0.58	0.84		20.13	7.38
0.22	Assisted Living Facility (Beds)	0.22	0.35	0.81	0.05	0.10	0.13	0.15	0.11	0.19	0.22	0.24	0.03	0.04	0.05		0.37
0.60	Hotel (Rooms)	0.60	0.97	2.22	0.14	0.28	0.37	0.42	0.30	0.51	0.61	0.67	0.08	0.11	0.14	2.73	

To use the table: Multiply the amount of "from" land use by the factor in the table to get the resulting amount of "to" land use.

Source: PM peak hour rates were determined based on the ITE Trip Generation Manual, 9th Edition.