

AGREEMENT
BETWEEN
TARA, LTD. AND MANATEE COUNTY

1 This is an Agreement entered into by and between MANATEE
2 COUNTY (hereinafter "COUNTY") and TARA, LTD. (hereinafter
3 "TARA"), a partnership organized under the laws of Florida.

4 THE PARTIES

5 a) County is a political subdivision of the State of
6 Florida whose mailing address is Post Office Box 1000, Bradenton,
7 Florida 33506.

8 b) TARA is a Florida limited partnership whose mailing
9 address is 3314 Vivienda Boulevard, Bradenton, Florida 33507.

10 RECITALS

11 WHEREAS, County is building a 1.5 million gallon per day
12 ("GPD") wastewater treatment plant which will be known as
13 the Southeast Regional Wastewater Treatment Plant; and

14 WHEREAS, TARA is the owner of the real property described in
15 attached Exhibit "B", ("Tara's Property") for which a development
16 order has been issued by Manatee County authorizing the develop-
17 ment of 4040 dwelling units and assorted commercial, professional
18 and recreational facilities on said property ("Tara's Project").

19 WHEREAS, COUNTY has determined that construction of the
20 Southeast Regional Wastewater Treatment Plant is in the best
21 interest of the COUNTY and will promote the public health, safety
22 and welfare; and

23 WHEREAS, this agreement will help implement COUNTY'S
24 policy that services required by growth shall be paid for by
25 developers responsible for the increased demand for such
26 services; and

27 WHEREAS, TARA desires to establish with certainty the
28 availability of wastewater treatment service for Tara's Project;
29 and

30 WHEREAS, the development approval of Tara's Project by
31 COUNTY requires that wastewater treatment service be provided by
32
33

1 a facility not located on Tara's Property; and

2 WHEREAS, the County, by Resolution 83-19 and as authorized
3 by law, has established a Facility Investment Fee ("FIF"); and

4 WHEREAS, the FIF currently being charged to prospective
5 customers by the County is used to pay the cost of facilities
6 that provide both wastewater treatment and effluent disposal;
7 however, TARA's advance payment under this agreement does not
8 include an effluent disposal system; and

9 WHEREAS, the County has determined that securing advance
10 payments of FIFs from prospective major users of treatment faci-
11 lities not yet constructed provides a useful and cost-effective
12 method of helping to finance the cost of constructing such faci-
13 lities, and therefore serves the interests of the County, of the
14 users of the utilities system, and of the system's bondholders;
15 and

16 WHEREAS, in order to secure advance payment of FIFs from a
17 prospective major user of future facilities, such as TARA, it is
18 necessary to enter into an agreement such as this, recognizing
19 those advance payments as satisfying the prospective user's obli-
20 gation for FIFs that would otherwise be payable at the time ser-
21 vice is provided for the prospective user's development; and

22 WHEREAS, because the actual schedule of development by such
23 a prospective user, and therefore the timing of connections to
24 the COUNTY's wastewater treatment system, cannot be precisely
25 predicted, a good-faith forecast of such development schedule has
26 been made in order to establish the present-value equivalent of
27 the FIFs likely to be due from the prospective user and thereby
28 to facilitate advance payment of those FIFs as contemplated
29 herein; and

30 WHEREAS, under the policies and practices of the Manatee
31 County Public Utilities Department, TARA, upon payment of FIFs
32 for a specified number of units, would be entitled to demand pro-
33 vision of wastewater treatment service for that number of units;

1 but such demand is being deferred with respect to the Project
2 Units referenced herein, pending actual need for such service by
3 those units, so that the payment to be made by TARA hereunder
4 constitutes an advance payment; and

5 WHEREAS, the obligation of TARA to pay the FIFs established
6 by Resolution 83-19 is fully satisfied by (1) the payment pro-
7 vided herein, including the value of the payments being made in
8 advance, and (2) the value of TARA's obligation to provide for
9 disposal of the effluent generated by its project all of which
10 matters, taken together, are hereby expressly found to provide a
11 value to Manatee County and the customers and bondholders of the
12 Manatee County Public Utilities Department equal to payment of
13 the applicable FIF as would be otherwise required for the Project
14 Units and other facilities referenced herein.

15 NOW, THEREFORE, in consideration of the foregoing and the
16 covenants herein contained the parties agree as follows:

17 I. DEFINITIONS.

18 For the purposes of this agreement, the following terms
19 shall have the following meanings:

20 (a) "FIF": A fee so identified by Manatee County
21 Resolution 83-19, or any similar fee that approximates a
22 user's proportional contribution to the cost of capital
23 improvements to the wastewater treatment facilities of the
24 Manatee County Utilities Department.

25 (b) "Influent Delivery System": Encompasses the
26 pumping facilities, force mains, pipes, lines, valves, and
27 all related accessories necessary for transport of waste
28 water from the point of origin to the treatment plant.

29 (c) "Effluent Delivery and Disposal System": A system
30 to transfer treated wastewater from the plant to the final
31 disposal site, including, but not limited to the necessary
32 pipe system, pumps, holding pond, spray equipment and the
33 approved land necessary for disposal.

1 (d) "Project Unit": A dwelling unit to be located on
2 TARA'S Property which is a part of TARA's Project, which has
3 an assumed average daily wastewater treatment service demand
4 of three hundred (300) gallons per day ("GPD").

5 (e) "Plant": Southeast regional wastewater treatment
6 plant or facility that will be constructed on land owned by
7 County and described on attached Exhibit A exclusive of the
8 components that make up the Influent Delivery System and
9 Effluent Delivery and Disposal Systems as defined under
10 Sections I(b) and I(c) above.

11 II. RESPONSIBILITIES OF MANATEE COUNTY.

12 (a) County shall be responsible for the design, layout
13 and construction of the Plant.

14 (b) County shall be responsible for obtaining all per-
15 mits required for the construction and operation of the
16 Plant.

17 (c) Beginning December 1, 1984, County shall be obli-
18 gated to provide, and TARA shall be entitled to receive upon
19 demand, wastewater treatment service for up to 600 Project
20 Units at an assumed average daily service demand of 300 GPD
21 per Project Unit.

22 Though most of the 180,000 GPD of treatment ser-
23 vice hereby obligated to TARA will in fact be allocated to
24 Project Units, TARA may utilize a portion of this obligated
25 capacity for service other than to Project Units. Prior to
26 the time any facility other than a Project Unit is connected
27 to the plant, County and TARA will determine by negotiations
28 the GPD allocation for the facility. County shall thereupon
29 notify TARA in writing of its determination and of the con-
30 sequent reduction in the number of Project Units for which
31 County shall be thereupon obligated to provide treatment
32 service hereunder.

33 (d) All wastewater that is to be disposed of by TARA

1 under Section III(e) of this agreement shall be treated by
2 County in accordance with a method approved under Chapter
3 17-6, Florida Administrative Code (F.A.C.) or any other
4 state or Federal regulation replacing or modifying Chapter
5 17-6 and regulating the treatment of wastewater for disposal
6 on agricultural land or on a golf course.

7 (e) County shall assist TARA in obtaining easements
8 necessary for its delivery systems. If, after reasonable
9 efforts, TARA is unable to acquire such easements, County
10 shall acquire such easements and TARA shall reimburse all of
11 County's acquisition costs by TARA.

12 (f) County shall commence construction of the Plant
13 within thirty (30) days after the execution of this
14 agreement and intends to complete construction of the Plant
15 and related facilities not later than December 1, 1984. If
16 the Plant is not ready to accept wastewater generated by
17 TARA by December 1, 1984, County will accept, and will be
18 responsible for the disposal of all wastewater delivered to
19 TARA's lift station from Tara's Project for which County is
20 obligated to provide treatment service under this agreement.

21 (g) If County has leased or purchased a site for
22 effluent disposal by August 1, 1984, treated effluent
23 generated by TARA's project shall be disposed of at this
24 site subject to payment by TARA only of a required capital
25 contribution. TARA's required capital contribution shall be
26 established by the County based upon the actual cost of pro-
27 viding the portion of the facilities and service necessary
28 to serve TARA's Project. This cost shall include but not
29 be limited to the cost of constructing the holding ponds,
30 transmission line, spray equipment, engineering design, per-
31 mitting, and fees for operation, maintenance and replace-
32 ment. County shall be required to obtain the necessary per-
33 mits for effluent disposal on its own effluent disposal site.

1 III. RESPONSIBILITIES OF TARA, LTD.

2 (a) TARA shall pay upon demand by the County, a FIF of
3 \$350,000.00 for 600 Project Units or other facilities as
4 determined pursuant to Section II(c) to be built as a part
5 of TARA's Project. The parties recognize that advance
6 payment of this amount and of the amount contemplated by
7 Section VI(b), together with the other obligations under-
8 taken by TARA pursuant to this agreement, satisfy and
9 constitute a fair equivalent of the FIFs that would other-
10 wise be payable at the time treatment service is actually
11 needed by TARA, and this payment and performance of these
12 obligations relieves TARA of further liability for payment
13 of FIFs for the Project Units or equivalent facilities con-
14 templated by this agreement.

15 (b) TARA shall be responsible for the design and
16 construction of the Influent Delivery System which will be
17 sufficient to handle all wastewater generated by its pro-
18 ject. County reserves the right to review and approve all
19 plans and specifications, as well as the installation and
20 construction of the Influent Delivery System. County shall
21 withhold approval only upon a determination that the
22 Influent Delivery System will not comply with applicable
23 laws and regulations.

24 (c) TARA shall pay the rate for sewage service,
25 including effluent disposal charges if such service is fur-
26 nished by County, as established from time to time by the
27 Board of County Commissioners.

28 (d) TARA shall be required to pay the prevailing
29 facility investment fees for all Project Units or other
30 facilities in excess of the six hundred (600) Project Units
31 contemplated by this agreement (or 180,000 GPD equivalent)
32 unless capacity for such additional units has been provided
33 for pursuant to the terms of Section VI(a) of this

1 agreement.

2 (e) TARA shall be responsible for delivery and disposal
3 of an amount of effluent equivalent to the amount generated
4 by TARA's Project as contemplated by this agreement. If the
5 County has a site for effluent disposal by August 1, 1984,
6 TARA shall fulfill this obligation as provided in Section
7 II(g). If County is unable to obtain an effluent disposal
8 site, TARA shall be responsible for all aspects of an
9 Effluent Delivery and Disposal System for the amount of
10 effluent generated by its project, and shall obtain the
11 necessary permits for use of its site. TARA shall also then
12 be responsible for the construction and purchase of the
13 facilities and equipment needed to utilize said site
14 including, but not limited to, transmission line, holding
15 pond, and one or more spray machines. County shall provide
16 the necessary pump for pumping the effluent from the Plant
17 to TARA's disposal site. TARA may operate such system
18 or may turn it over to County for operation and maintenance,
19 in which event County shall establish, as provided by law,
20 a rate for operation and maintenance of such facility and
21 shall be obligated to operate the Effluent Disposal System.

22 IV. OVERSIZING THE DELIVERY SYSTEM

23 (a) In the event County wishes to participate in over-
24 sizing the delivery system, County shall so notify TARA in
25 writing by June 15, 1984. An agreement describing the
26 nature and extent of the County's participation shall then
27 be negotiated between the parties.

28 V. DISTRIBUTION OF FUNDS

29 (a) Any payment required under this agreement shall be
30 made to County by TARA upon receipt of County's written
31 request for same.

32 VI. ADDITIONAL SERVICE

33 (a) TARA shall have the option of securing from

1 County wastewater treatment capacity ("Additional
2 Capacity"), for up to 746 project units in addition to the
3 capacity provided hereunder for the initial six hundred
4 (600) Project Units, in accordance with the following terms,
5 provided that such a request shall be made only once.

6 (b) TARA's obligation for FIFs for the units for which
7 Additional Capacity is secured from County may be satisfied
8 by advance payment of 70% of the prevailing FIF.

9 (c) TARA shall notify the County in writing by August
10 1, 1984, if it desires Additional Capacity. This notice
11 shall include payment for the Additional Capacity.

12 (d) Upon receipt of such notice and acceptance of such
13 funds by County, County shall be obligated to furnish the
14 Additional Capacity as requested by TARA.

15 (e) All terms and conditions of this agreement,
16 including the terms relating to effluent disposal, shall
17 apply to additional units connected under this provision.

18 VII. TIME

19 (a) Time is of the essence to this agreement.

20 VIII. ALTERNATE REMEDIES

21 (a) Should the County elect not to proceed with the
22 plant or fail to meet its responsibilities pursuant to the
23 terms of this agreement, TARA shall have whatever right
24 Manatee County has (subject to applicable permitting
25 requirements) to construct a plant on the site described in
26 Exhibit "A" or some other suitable site acquired by TARA and
27 approved by County, to provide the service that would have
28 been provided under this agreement.

29 (b) The County shall cooperate with TARA's permit
30 application for such plant.

31 (c) TARA, by exercising any rights granted by the pro-
32 visions of this section, shall not be precluded from
33 pursuing any other remedies to which it is entitled by vir-
tue of the County's failure to perform hereunder, including,

1 but not limited to, the right to a return of any payments
2 made to County under this Agreement and related expenses and
3 costs. In the event County is unable to perform due to con-
4 ditions over which it has no control (e.g., the refusal or
5 failure of Florida DER to issue required permits) TARA's
6 remedies shall be limited to:

7 (1) Return of payments made hereunder, together
8 with any interest County may have accrued specifically
9 relating to investment of those particular funds.

10 (2) Proceeding with Tara's own plant and disposal
11 systems.

12 IX. EARLY TERMINATION

13 Notwithstanding the other terms of this Agreement,
14 if the County is unable on or before June 15, 1984, to
15 secure a permit, or the transfer or assignment of an
16 existing permit, authorizing operation of the Plant, the
17 County or TARA may elect to terminate this Agreement.

18 X. OTHER AGREEMENTS

19 No prior or present agreement or representations shall
20 be binding upon any of the parties hereto unless incorporated in
21 this agreement.

22 XI. ASSIGNABILITY

23 (a) This Agreement may be assigned in full subject to
24 the approval of County, which approval shall not be unreason-
25 ably withheld.

26 (b) The right to obtain sewage treatment service
27 without paying the facility investment fee may be assigned
28 to any owner or developer of all or a portion of the pro-
29 perty described in attached Exhibit "B" by providing County
30 with notice of the assignment according to reasonable proce-
31 dures that may be required by County.

32 (c) A partial assignment of any other portion of this
33 contract may not be made without County's approval. In

1 determining whether to approve the assignment, the assign-
2 ment will be reviewed for the purpose of determining whether
3 the performance of obligations owed the County would be ade-
4 quately assured and whether the duties to be performed by
5 County would be altered. Such approval shall not be
6 unreasonably withheld.

7 IN WITNESS WHEREOF, the parties hereto have caused this
8 Agreement to be executed by their authorized representative.

9 WITNESSES:

10 Aileen J. Laughlin
11 Mary Ann Wilde

TARA, LTD.
A Florida Limited Partnership

By: L. J. McMeary Gen. Partner
Title
April 23, 1984
Date of Execution

13 BOARD OF COUNTY COMMISSIONERS
14 OF MANATEE COUNTY, FLORIDA

15 By: Edward W. Chance
Chairman

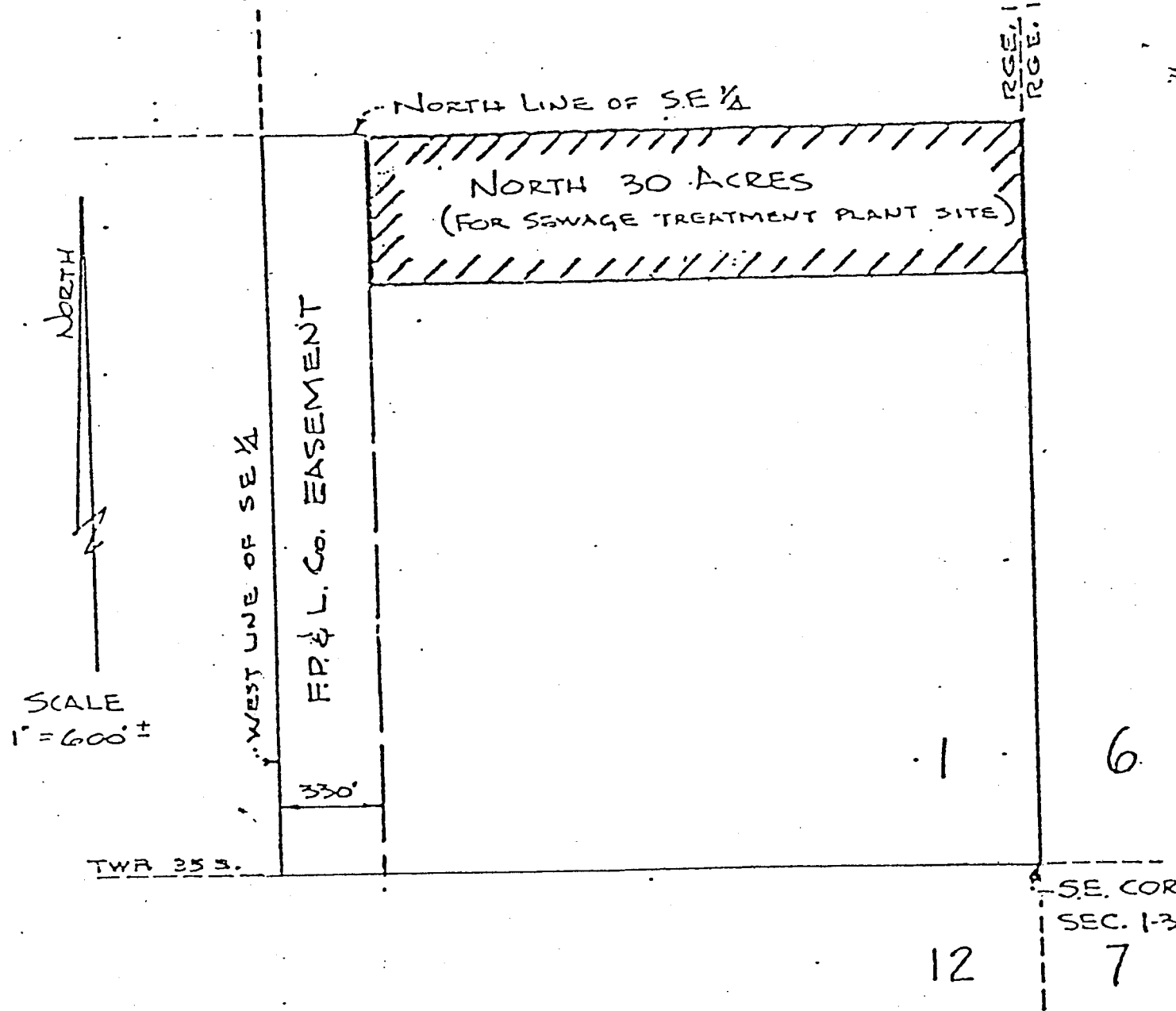
16 April 17, 1984
Date of Execution

17 ATTEST: R. -B. SHORE
18 Clerk of the Circuit Court
19 [Signature]
Clerk

DESCRIPTION:

THE NORTH 30 ACRES OF THE S.E. 1/4 OF SECTION 1, TWP. 35 S., RGE. 18 E., MANATEE COUNTY, FLORIDA, LYING EAST OF AND ADJOINING A 330 FOOT FLORIDA POWER AND LIGHT COMPANY EASEMENT, SAID EASEMENT LYING EAST OF AND ADJOINING THE WEST LINE OF THE S.E. 1/4 OF SAID SECTION 1.

RGE. 18 E.
RGE. 19 E.



SKETCH OF SE 1/4 OF SECTION 1, TWP 35 S., RGE 18 E

E.C. Stroop, Jr.
 E.C. STROOP, JR - PLS
 FLORIDA CERT. NO 1371
 8-31-77

" EXHIBIT

COUNTY, FLORIDA, LYING SOUTHERLY OF STATE ROAD NO. 70, AND W. (EASTERLY) OF STATE ROAD NO. 93 (I-75), MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

COMMENCE AT THE N.W. CORNER OF SEC. 14, TWP. 35 S., RGE. 18 E.; THENCE S 00°09'22" W ALONG THE WEST LINE OF SAID SECTION 14, 502.36 FT. TO THE INTERSECTION WITH THE SOUTHERLY R/W OF STATE ROAD NO. 70, FOR A P.O.B.; THENCE CONTINUE S 00°09'22" W, ALONG SAID WEST SECTION LINE, 4805.11 FT. TO THE S.W. CORNER OF SAID SECTION 14, ALSO BEING THE N.W. CORNER OF SEC. 23, TWP. 35 S., RGE. 18 E.; THENCE S 00°03'05" E, ALONG THE WEST LINE OF SAID SECTION 23, 1322.53 FT. TO THE S.W. CORNER OF THE NORTH 1/2 OF THE N.W. 1/4 OF SAID SECTION 23; THENCE S 89°28'30" E, ALONG THE SOUTH LINE OF SAID NORTH 1/2 OF THE N.W. 1/4 3142.71 FT. TO THE S.E. CORNER THEREOF; THENCE CONTINUE S 89°28'30" E, ALONG THE EASTERLY EXTENSION OF SAID SOUTH LINE OF THE NORTH 1/2 OF THE N.W. 1/4, 91.40 FT. TO THE INTERSECTION WITH THE EASTERLY MAINTAINED R/W OF BRADEN RIVER ROAD, A.K.A. (LINGER LODGE ROAD); THENCE S 01°29'50" E, ALONG SAID EASTERLY MAINTAINED R/W, 1324.58 FT.; THENCE S 01°39'03" ALONG SAID EASTERLY MAINTAINED R/W, 1248.50 FT.; THENCE S 50°52'01" E, ALONG SAID MAINTAINED R/W, 79.43 FT.; THENCE N 89°35'42" E, ALONG THE NORTHERLY MAINTAINED R/W OF SAID BRADEN RIVER ROAD, A.K.A. (LINGER LODGE ROAD), 738.21 FT.; THENCE S 80°03'24" E, ALONG SAID MAINTAINED R/W, 135.08 FT.; THENCE S 65°54'45" E, ALONG SAID MAINTAINED R/W, 43.16 FT. TO THE INTERSECTION WITH THE SOUTH LINE OF THE NORTH 1/2 OF THE S.E. 1/4 OF SAID SEC. 23; THENCE S 89°25'46" E, ALONG SAID SOUTH LINE, 1503.38 FT., TO THE S.E. CORNER THEREOF; THENCE S 00°42'53" W, ALONG THE EAST LINE OF SAID SECTION 23, ALSO BEING THE WEST LINE OF SEC. 24, TWP. 35 S., RGE. 18 E., 1324.75 FT. TO THE S.E. CORNER OF SAID SECTION 23, ALSO BEING THE S.E. CORNER OF SAID SECTION 24; THENCE S 89°29'57" E, ALONG THE SOUTH LINE OF SAID SECTION 24 934.75 FT. TO THE WESTERLY D.O.T. R/W OF BRADEN RIVER ROAD, A.K.A. (LINGER LODGE ROAD); THENCE N 00°27'05" E, ALONG SAID WESTERLY D.O.T. R/W, 79.05 FT.; THENCE N 83°26'00" ALONG THE NORTHERLY D.O.T. R/W OF SAID BRADEN RIVER ROAD, 654.90 FT.; THENCE S 89°32'55" ALONG SAID NORTHERLY D.O.T. R/W, 30.24 FT. TO THE BEGINNING OF D.O.T. LIMITED ACCESS R/W (160 FT. LEFT OF CENTERLINE CONSTRUCTION, BRADEN RIVER ROAD, D.O.T. STA. 25 + 80.24); THENCE CONTINUE S 89°32'55" E, ALONG SAID D.O.T. LIMITED ACCESS R/W, 200.00 FT. TO THE INTERSECTION WITH THE WESTERLY D.O.T. LIMITED ACCESS R/W OF STATE ROAD NO. 93 (I-75); THENCE N 13°41'35" W, ALONG SAID LIMITED ACCESS R/W, 2701.71 FT. TO THE P.C. OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 5857.62 FT.; THENCE NORTHERLY, ALONG SAID LIMITED ACCESS R/W, AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°36'40", 1493.76 FT. TO THE P.T. OF SAID CURVE; THENCE N 00°55'05" E, ALONG SAID LIMITED ACCESS R/W, 1415.11 FT.; THENCE N 00°13'40" W, ALONG SAID LIMITED ACCESS R/W, 899.24 FT. TO THE P.C. OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 5635.58 FT.; THENCE NORTHWESTERLY, ALONG SAID LIMITED ACCESS R/W, AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°28'53", 637.51 FT. TO THE P.C.C. OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2770.79 FT.; THENCE NORTHWESTERLY, ALONG SAID LIMITED ACCESS R/W, AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°32'01", 847.92 FT. TO THE P.C.C. OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1339.56 FT.; THENCE NORTHWESTERLY, ALONG SAID LIMITED ACCESS R/W, AND THE ARC OF SAID CURVE,

THROUGH A CENTRAL ANGLE OF 42°16'38", 988.43 FT. TO THE P.T. OF SAID CURVE, SAID POINT ALSO BEING ON THE SOUTHERLY D.O.T. LIMITED ACCESS R/W OF STATE ROAD NO. 70; THENCE N 66°31'12" ALONG SAID LIMITED ACCESS R/W, 462.42 FT.; THENCE N 70°20'03" W, ALONG SAID LIMITED ACCESS R/W, 750.13 FT., TO THE END OF D.O.T. LIMITED ACCESS R/W (150 FT. RIGHT OF CENTERLINE CONSTRUCTION, STATE ROAD NO. 70, D.O.T. STA. 16 + 34.75); THENCE N 57°46'58" W, ALONG THE SOUTHERLY D.O.T. R/W OF SAID STATE ROAD NO. 70, 138.05 FT.; THENCE N 70°20'03" W, ALONG SAID D.O.T. R/W, 719.00 FT.; THENCE N 48°46'37" W, ALONG SAID D.O.T. R/W, 87.09 FT.; THENCE N 70°20'03" W, ALONG SAID R/W, 76.82 FT. TO THE P.C. OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 17056.74 FT.; THENCE NORTHWESTERLY, ALONG SAID R/W, AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°04'14", 318.70 FT. TO THE P.R.C. OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 17320.74 FT.; THENCE NORTHWESTERLY, ALONG SAID R/W, AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°04'14", 323.63 FT. TO THE P.T. OF SAID CURVE; THENCE N 70°20'03" W, ALONG SAID R/W, 739.91 FT. TO THE P.C. OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2732.79 FT.; THENCE WESTERLY, ALONG SAID R/W, AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°21'30", 923.32 FT. TO THE P.T. OF SAID CURVE; THENCE N 89°41'33" W, ALONG SAID R/W, 1559.31 FT. TO THE P.O.B., BEING AND LYING IN SECTIONS 13, 14, 23 AND 24, TOWNSHIP 35 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA.

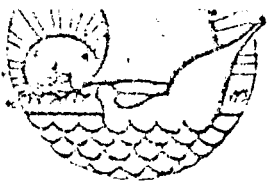
CONTAINING 1128.01 ACRES, SUBJECT TO COUNTY MAINTAINED R/W FOR BRADEN RIVER ROAD, ALSO KNOWN AS (LINGER LODGE ROAD); SUBJECT TO taxes for the year of closing and subsequent year and SUBJECT TO easement to Florida Power & Light Company recorded in Deed Book 333, Page 250, and Easement to Peace River Electric Cooperative recorded in Deed Book 910, Page 57, Public Records, Manatee County, Florida.

84416

FILED AND RECORDED
R.B. SHORE, CLERK
MANATEE CNTY., FLA.
PR 8 221 PM '00

FILED AND RECORDED
NOV 14 4 51 PM '00

776292



MANATEE COUNTY GOVERNMENT

AGENDA MEMORANDUM

11.

DATE: 4/13/84

TO: Board of County Commissioners

FROM: County Administrator

BY: Originating Department County Attorney

SUBJECT: AGENDA ITEM - REGULAR x CONSENT _____ REQUESTED AGENDA DATE 4/17/84

RE: Tara, Ltd. Wastewater Services Agreement

County Attorney
[Signature]
APPROVED AS TO FORM

ACTION REQUIRED:

Authorize Execution of Agreement with TARA, LTD. for the provision of wastewater treatment service and effluent disposal obligations."

See [unclear] Replaces [unclear] Pg 3
Re [unclear] Pg 5
See [unclear]

ACTION(S) REQUIRED: x Execution _____ Approval _____ Authorization _____
Acceptance _____ Recording _____ Adoption _____

COST: _____
SOURCE: _____

ATTACHMENTS: *Only one Rec'd - had one*
Agreement w/Exhibits A & B
Agreement memo from County Atty.

BOARD RECORDS: _____

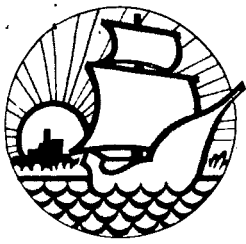
AGENDA DISPOSITION

ACTION TAKEN BY THE BOARD:

APPROVED DEFERRED UNTIL _____ RECEIVED
 DISAPPROVED CONCURRED WITH STAFF RECOMMENDATION REFERRED TO STAFF

OTHER: _____

SPECIAL INSTRUCTIONS: _____



MANATEE COUNTY GOVERNMENT

April 13, 1984

To: Board of County Commissioners
Fr: Keith F. Roberts, County Attorney *KFR*
Re: Tara Wastewater Facilities Agreement

This agreement provides for Tara to satisfy its obligation for Facility Investment Fees for 600 units by advance payment of \$350,000.00 and assumption of the obligation to provide for effluent disposal on their own. Other terms make provision for services to some additional units.

Much effort has been expended in structuring an agreement that meets the parties' needs and satisfies the obligations of the County as regulator of the Utilities System. Mr. Wilford recommends approval of the agreement and will be able to respond to your questions regarding its content and its value to the County.

KFR/ns

1 under Section III(e) of this agreement shall be treated by
2 County in accordance with a method approved under Chapter
3 17-6, Florida Administrative Code (F.A.C.) or any other
4 state or Federal regulation replacing or modifying Chapter
5 17-6 and regulating the treatment of wastewater for disposal
6 on agricultural land or on a golf course.

7 (e) County shall assist TARA in obtaining easements
8 necessary for its delivery systems. If, after reasonable
9 efforts, TARA is unable to acquire such easements, County
10 shall acquire such easements and TARA shall reimburse all of
11 County's "reasonable" acquisition costs by TARA.

12 (f) County shall commence construction of the Plant
13 within thirty (30) days after the execution of this
14 agreement and intends to complete construction of the Plant
15 and related facilities not later than December 1, 1984. If
16 the Plant is not ready to accept wastewater generated by
17 TARA by December 1, 1984, County will accept, and will be
18 responsible for the disposal of all wastewater delivered to
19 TARA's lift station from Tara's Project for which County is
20 obligated to provide treatment service under this agreement.

21 (g) If County has leased or purchased a site for
22 effluent disposal by August 1, 1984, treated effluent
23 generated by TARA's project shall be disposed of at this
24 site subject to payment by TARA only of a required capital
25 contribution. TARA's required capital contribution shall be
26 established by the County based upon the actual cost of pro-
27 viding the portion of the facilities and service necessary
28 to serve TARA's Project. This cost shall include but not
29 be limited to the cost of constructing the holding ponds,
30 transmission line, spray equipment, engineering design, per-
31 mitting, and fees for operation, maintenance and replace-
32 ment. County shall be required to obtain the necessary per-
33 mits for effluent disposal on its own effluent disposal site.

1 under Section III(e) of this agreement shall be treated by
2 County in accordance with a method approved under Chapter
3 17-6, Florida Administrative Code (F.A.C.) or any other
4 state or Federal regulation replacing or modifying Chapter
5 17-6 and regulating the treatment of wastewater for disposal
6 on agricultural land or on a golf course.

7 (e) County shall assist TARA in obtaining easements
8 necessary for its delivery systems. If, after reasonable
9 efforts, TARA is unable to acquire such easements, County
10 shall acquire such easements and TARA shall reimburse all of
11 County's ~~Delite~~ (reasonable) acquisition costs by TARA.

12 (f) County shall commence construction of the Plant
13 within thirty (30) days after the execution of this
14 agreement and intends to complete construction of the Plant
15 and related facilities not later than December 1, 1984. If
16 the Plant is not ready to accept wastewater generated by
17 TARA by December 1, 1984, County will accept, and will be
18 responsible for the disposal of all wastewater delivered to
19 TARA's lift station from Tara's Project for which County is
20 obligated to provide treatment service under this agreement.

21 (g) If County has leased or purchased a site for
22 effluent disposal by August 1, 1984, treated effluent
23 generated by TARA's project shall be disposed of at this
24 site subject to payment by TARA only of a required capital
25 contribution. TARA's required capital contribution shall be
26 established by the County based upon the actual cost of pro-
27 viding the portion of the facilities and service necessary
28 to serve TARA's Project. This cost shall include but not
29 be limited to the cost of constructing the holding ponds,
30 transmission line, spray equipment, engineering design, per-
31 mitting, and fees for operation, maintenance and replace-
32 ment. County shall be required to obtain the necessary per-
33 mits for effluent disposal on its own effluent disposal site.

Manatee County
CLERK OF THE CIRCUIT COURT

Richard B. "Chips" Shore

ROOM 234 - MANATEE COUNTY COURTHOUSE - BRADENTON, FLORIDA 33505 - TELEPHONE (813) 748-4501

April 20, 1984

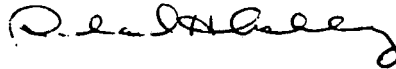
TARA, LTD.
3314 Vivienda Boulevard
Bradenton, Florida 33507

Gentlemen:

Enclosed for are two partially executed copies of the Agreement between TARA, LTD and Manatee County regarding wastewater treatment service approved by the Board of County Commissioners, Manatee County, Florida, in open session, on April 17, 1984.

After signature by you, please retain one copy for your files and return one fully executed copy to this office.

Sincerely,



Richard H. Ashley
Chief Deputy Clerk

RHA/eml

enc. (2)

cc: County Attorney
Utilities Department
Board Records