

Appendix A-2  
SWFWMD/Pasco and SWFWMD/FDOT Agreements relating to RRE Right of Way  
through Serenova

77-261

AGREEMENT

BETWEEN THE SOUTHWEST FLORIDA WATER MANAGEMENT

DISTRICT AND PASCO COUNTY RELATING

TO RIDGE ROAD

THIS AGREEMENT is made and entered into by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT ("District") and PASCO COUNTY, a political subdivision of the State of Florida ("County"), by and through its Board of County Commissioners.

W I T N E S S E T H:

WHEREAS, the Florida Department of Transportation (Turnpike District) has purchased or acquired for environmental preservation and mitigation purposes, a certain tract of land hereinafter known as the Serenova property, and generally depicted in Exhibit "A", attached hereto and incorporated herein; and

WHEREAS, the District has proposed to purchase or acquire for environmental preservation and mitigation purposes a certain tract of land known as the Crockett property and generally depicted in Exhibit "B" attached hereto and incorporated herein; and

WHEREAS, such acquisitions by the District impose significant effects upon the County's tax base, comprehensive planning efforts and economic development potential; and

WHEREAS, the County, in accordance with it's Comprehensive Plan, intends to construct a four-lane thoroughfare roadway known as Ridge Road Extension; and

WHEREAS, the purposes of this Agreement are;

- 1) to provide assurance to the County that its interests will be fully and appropriately considered by the District in the District's permitting evaluation and mitigation requirements with

respect to the proposed extension of Ridge Road from DeCubellis Road to the proposed Suncoast Parkway and the proposed purchase or acquisition of the Serenova tract described herein, it being understood by both parties that the District's permitting criteria will not change because of the existence of this Agreement;

2) to set forth the related commitments and understandings of the District and the County;

3) to secure the District's support for the utilization of the various tracts of land including Serenova and Crockett property for compatible mitigation areas; and

WHEREAS, pursuant to that certain Trustees' Deed recorded in Book 1832, Page 1209, Official Records of Pasco County, Florida, the County on July 18, 1989, obtained certain ownership rights in the real property referred to herein as the Pasco County Acres Property, a portion of which is described in Exhibit "C", attached and incorporated herein, subject to certain reservations in favor of the Grantor; and

WHEREAS, the County has acquired, in fee simple, a parcel of land described in Exhibit "D" which is known as the Water Treatment Plant Site located on the south side of the Serenova property; and

WHEREAS, the District has permitted and the County and the District have jointly funded the construction of a 20" pipeline within the above referenced Serenova tract.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. Recitals. The foregoing recitals are true and correct, and are incorporated herein.

Section 2. Construction of Ridge Road from DeCubellis east to the proposed Suncoast Parkway.

A. The County shall, at its sole cost, procure all necessary regulatory permits, design, and construct a four-lane collector roadway in Pasco County. Construction may be performed in phases and may be initially designed and constructed as a two-lane roadway. This roadway shall connect the existing intersection at Ridge Road and Moon Lake Road to the proposed inter-change at Ridge Road and the North Suncoast Parkway.

B. The County shall provide the District with periodic status updates of the final design of the Ridge Road Extension.

Section 3. Conveyance of District Property to County (Serenova). Contingent upon the acquisition of the Serenova property generally depicted in Exhibit "A" by the District, the District shall:

A. Convey, in fee simple to the County, that portion of the Serenova property necessary for construction of the proposed Ridge Road Extension as a four-lane collector roadway facility including a full interchange with the North Suncoast Parkway within the Serenova property. The minimum right-of-way shall be two hundred and fifty feet (250') unless otherwise agreed upon. The exact limits of the needed right-of-way shown in Exhibit "E" will be determined only after all design has been completed and all permit requirements determined.

B. Convey, by instruments suitable to both parties, all easements necessary for the operation and maintenance of the existing jointly funded reclaimed water transmission main and the existing potable

water transmission main within the Serenova property as shown in Exhibit "E".

C. Convey, by an instrument suitable to both parties, all easements necessary for the construction, operation and maintenance of potable water pipelines shown in Exhibit "E" proposed to connect the County's existing well sites to the County's existing potable water transmission pipelines within the Serenova property. The exact location and limits of the needed easements shown in Exhibit "E" will be determined only after all design has been completed and all permit requirements determined.

Section 4. Conveyance of District Property to County (Crockett). In the event that the District purchases or acquires the Crockett property generally depicted in Exhibit "B" by the District, the District shall convey, in fee simple to the County, that portion of the said property needed for construction of the proposed Ridge Road Extension (as shown on Exhibit "E") as an ultimate four-lane collector roadway facility within the Crockett property. The minimum right-of-way width shall be two hundred and fifty feet (250') unless otherwise agreed upon. The exact limits of the right-of-way needed will be determined only after all design has been completed and all permit requirements determined.

Section 5. Conveyance of County Property to SWFWMD. Simultaneous with SWFWMD's conveyance to the County contemplated in Section 3(a) above, the County shall convey by County Deed pursuant to Sections 125.411 and 125.37, Florida Statutes, to SWFWMD all of its rights to the Pasco County Acres Property described in Exhibit "C".

Section 6. Exchange of Water Plant Site . The County shall convey, in fee simple to the District, the Water Treatment Plant Site depicted in exhibit "D" which property includes approximately 105 acres of non-jurisdictional uplands and approximately 76 acres of jurisdictional wetlands. Simultaneously, the District shall convey, in fee simple to the County, a mutually acceptable portion of the Serenova property which site shall contain at least 105 acres of contiguous, non-jurisdictional, buildable land; or, in the event the proposed exchange site does not include contiguous lands suitable for the County's purposes, the District shall purchase the Water Treatment Plant site upon terms mutually acceptable to both parties. Applications for any necessary regulatory permit modifications for the North Suncoast Parkway shall be prepared for the Turnpike District by the County.

Section 7. Use of District Lands for Drainage and Mitigation Purposes. The County and the District agree that the District shall provide any and all lands other than the Ridge Road right-of-way conveyed to the County as described above needed for the roadway drainage systems and for any other District ERP permit requirements within the Serenova and Crockett properties, respectively. Surface water treatment and attenuation systems within Serenova shall only be utilized for the Ridge Road Extension within Serenova. Any such systems shall comply with all District permitting rules and regulations. Wetland creation solely for mitigation purposes shall not be permitted within the Serenova property. In addition, so far as such uses are consistent with the District's rules and regulations, the District shall provide any additional lands needed by the County to meet the permitting and/or mitigation requirements of other agencies. Such

lands shall be provided, at no cost to the County, through easements, licenses, deed or other instrument acceptable to both parties.

Section 8. Timing of Conveyances.

A. Conveyances for the Ridge Road Extension described in Sections 3(A), 4, and 5 shall occur immediately upon the issuance of all necessary regulatory permits for the construction of Ridge Road Extension.

B. Conveyances for the Ridge Road Interchange described in Section 3(A) shall occur immediately upon the issuance of all necessary regulatory permits for the construction of Ridge Road Interchange.

C. Conveyances described in Sections 3(B) and 6 shall occur upon acquisition of the Serenova property by the District.

D. Conveyances described in Section 3(C) shall occur immediately upon the issuance of all necessary regulatory permits for the proposed potable water pipelines, including any necessary water withdrawal permits.

Section 9. District to Assist County. The District shall cooperate with the County in the project development and environmental permitting activities associated with the County's gaining necessary approvals for the alignment and construction of the proposed extension of Ridge Road.

Section 10. County Notifications to District and Time of Performance. Upon notification by the County to the District that design and construction of the extension of Ridge Road has been programmed and approved by the Board of County Commissioners, and that all conditions precedent to the road's construction have been met, or will be met upon completion of the conveyances described above, and that all other contingencies required by this Agreement have been

met, the District and the County agree the conveyances described above shall be completed within 90 days of such notification by the County.

Section 11. Budgetary Provisions Governing County. County's obligation to construct the Ridge Road Extension described in this Agreement shall be contingent upon a suitable appropriation by the Board of County Commissioners of Pasco County.

Section 12. Budgetary Provisions Governing District. The District's obligations pursuant to this Agreement shall be contingent upon a suitable appropriation by the District's Governing Board.

Section 13. Notices. Notices required to be given pursuant to this Agreement shall be provided via certified mail, return receipt requested, to each of the parties at the following addresses:

COUNTY

John J. Gallagher  
Pasco County Administrator  
7530 Little Road  
New Port Richey, Florida 34654

DISTRICT

Fritz H. Musselmann  
Land Resources Director  
Southwest Florida Water Management District  
2379 Broad Street  
Brooksville, FL 34609-6899

Section 14. Modification. No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality, and of equal dignity herewith.

Section 15. Entire Agreement. This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein. If any provision is invalid,

it shall be considered deleted therefrom, and shall not invalidate the remaining provisions.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board action on the \_\_\_ day of \_\_\_\_\_, 199\_\_\_, and DISTRICT, signing by and through its \_\_\_\_\_, authorized to execute same.

( S E A L )

ATTEST:

By *Donalea Schmidt*  
JED PITTMAN, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF PASCO COUNTY, FLORIDA

By: *David H. Clark, Jr.*  
DAVID H. CLARK, JR. CHAIRMAN

DATE: 03/04/97

WITNESSES:

*M. R. Mahajan*  
M. R. MAHAJAN  
Print or Type

*J. R. Clark*  
J. R. CLARK  
Print or Type

SOUTHWEST FLORIDA WATER  
MANAGEMENT DISTRICT

By: *J. R. Clark*  
Title: LAND RESOURCES DIRECTOR

DATE: FEB. 27, 1997

APPROVED AS TO LEGAL FORM AND CONTENT  
Office of the County Attorney

By *[Signature]*  
Attorney

LIST OF EXHIBITS

EXHIBIT "A" SKETCH OF SERENOVA PROPERTY  
EXHIBIT "B" SKETCH OF CROCKETT PROPERTY  
EXHIBIT "C" OLD SUNCOAST ALIGNMENT (PASCO COUNTY ACRES  
PROPERTY)  
EXHIBIT "D" UTILITY SITE (WATER TREATMENT SITE)  
EXHIBIT "E" WATER TRANSMISSION PIPELINES (SERENOVA  
PROPERTY), RIDGE ROAD EXTENSION, RIDGE ROAD  
INTERCHANGE



SERENOVA  
PROPERTY

AREA NOT INCLUDED  
IN SERENOVA

EXHIBIT "A"

ED)

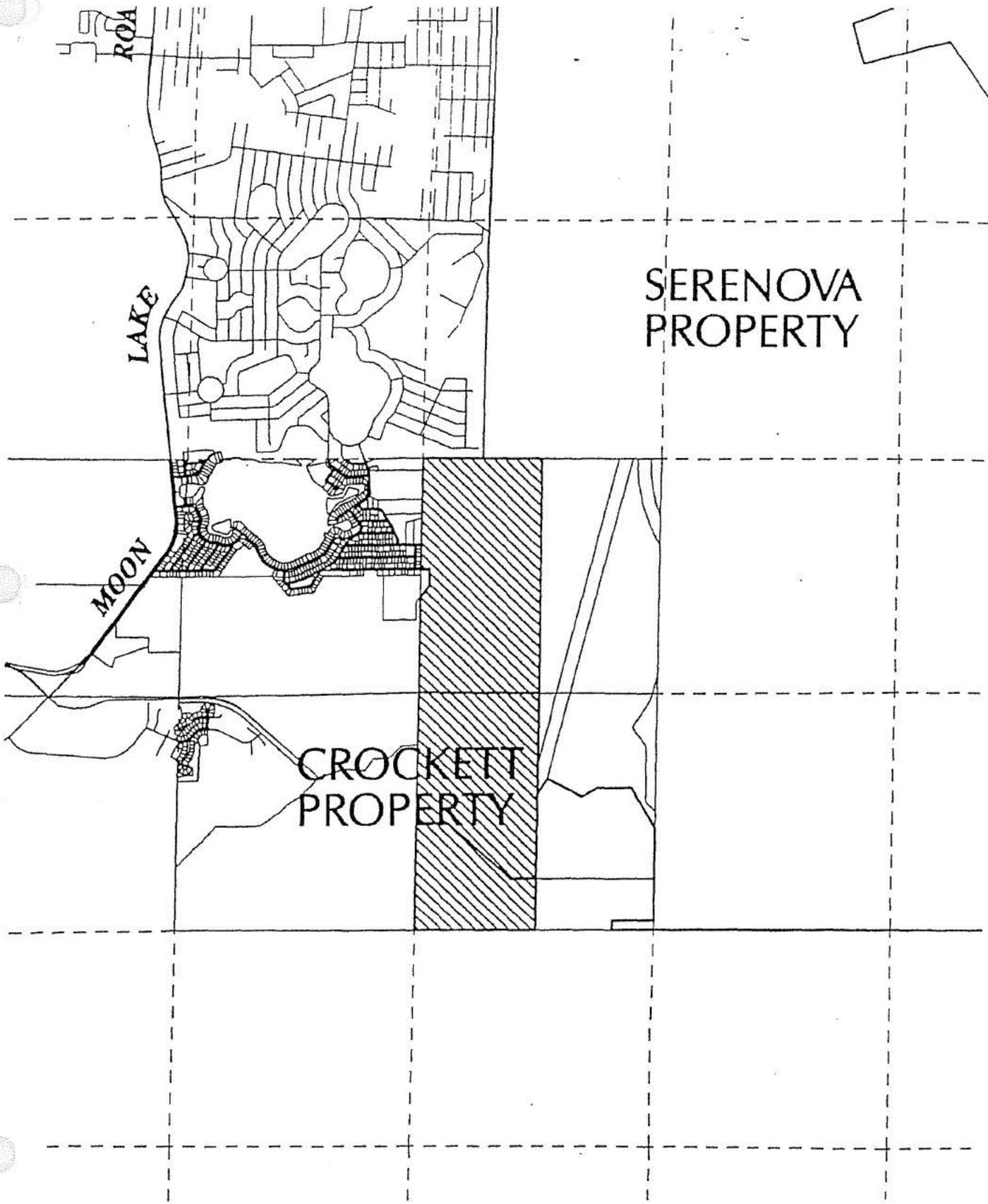


EXHIBIT "B"

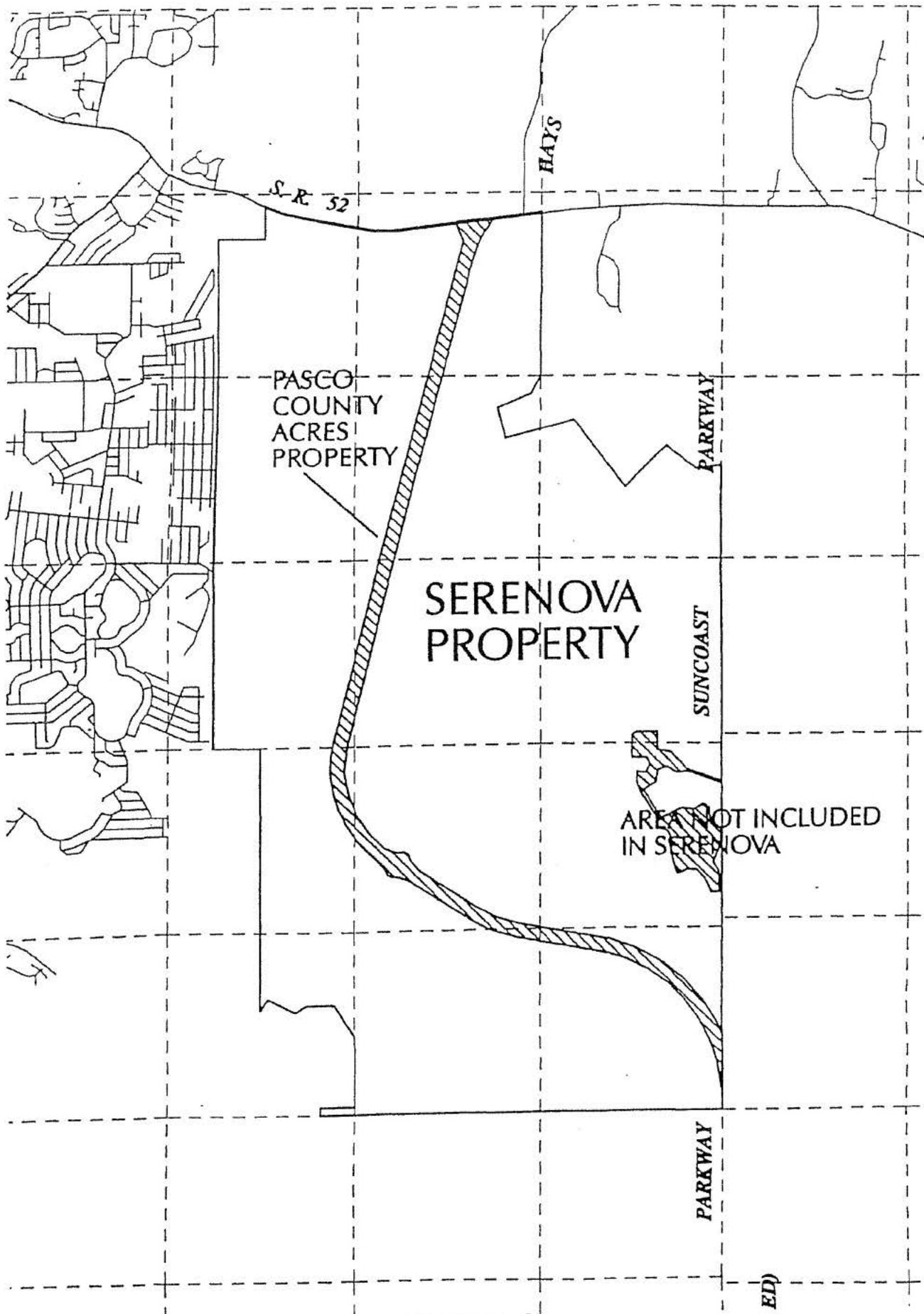
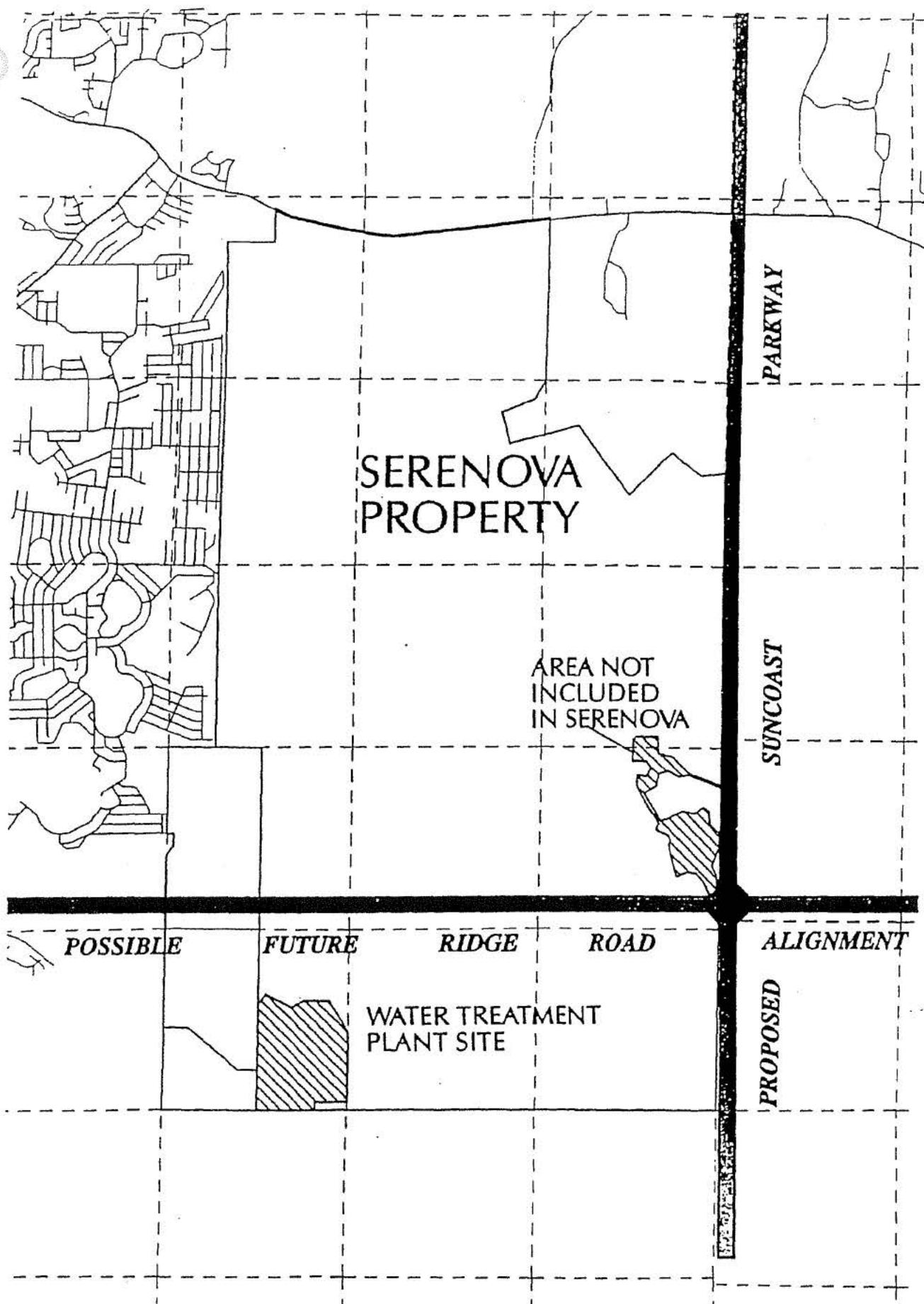


EXHIBIT "C"

ED)



SERENOVA  
PROPERTY

AREA NOT  
INCLUDED  
IN SERENOVA

PARKWAY

SUNCOAST

POSSIBLE

FUTURE

RIDGE

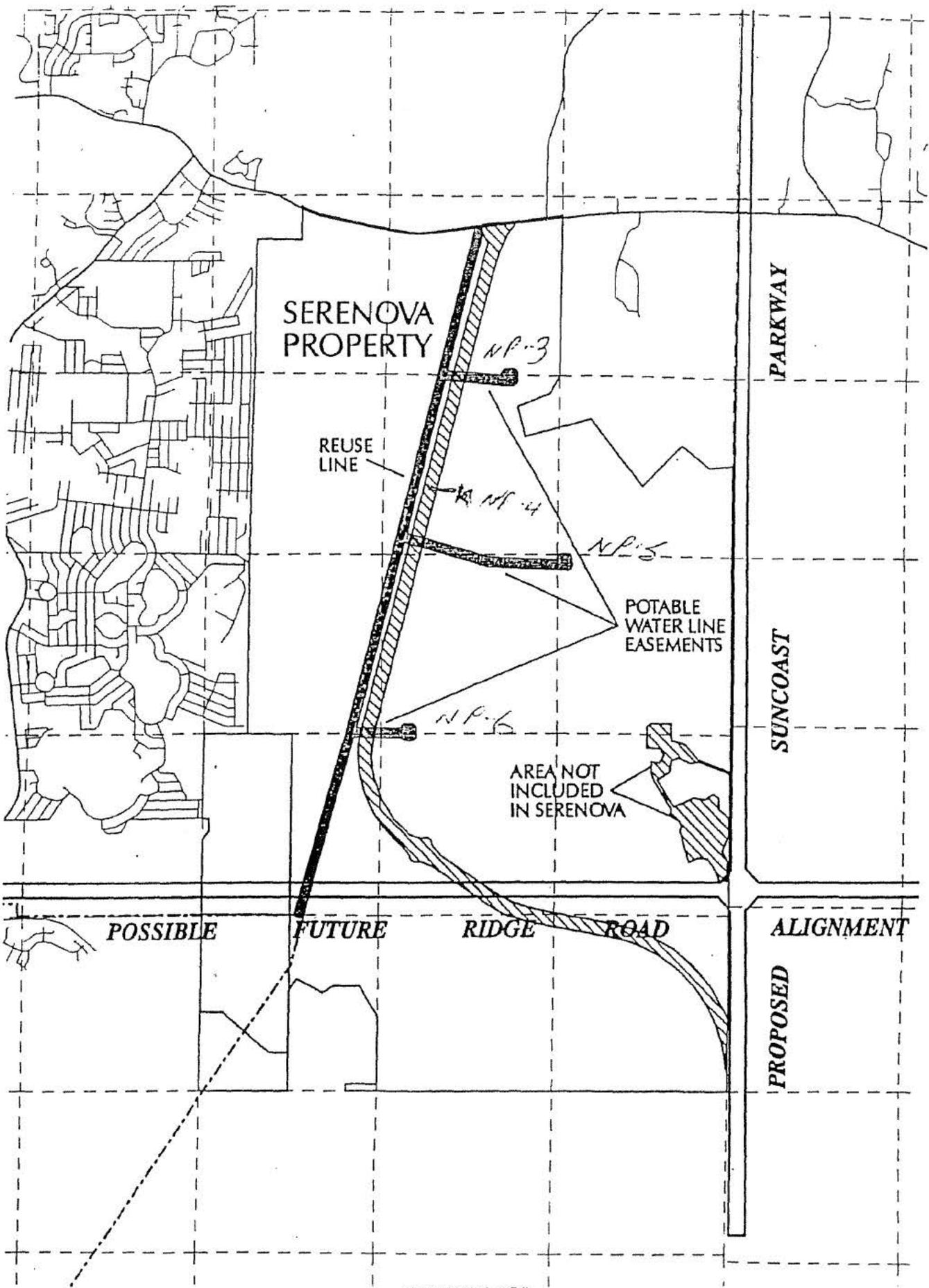
ROAD

ALIGNMENT

WATER TREATMENT  
PLANT SITE

PROPOSED

EXHIBIT "D"



SERENOVA  
PROPERTY

REUSE  
LINE

NP-3

NP-4

NP-5

POTABLE  
WATER LINE  
EASEMENTS

NP-6

AREA NOT  
INCLUDED  
IN SERENOVA

POSSIBLE FUTURE RIDGE ROAD

PARKWAY

SUNCOAST

ALIGNMENT

PROPOSED

March 27, 1998

AGREEMENT  
BETWEEN  
THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
RELATING TO  
PRESERVATION/MITIGATION PROPERTY

THIS AGREEMENT is made and entered into this 29<sup>th</sup> day of April, 1998, by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT ("SWFWMD"), a Public Corporation created by Chapter 61-691, Laws of Florida as amended, 2379 Broad Street, Brooksville, Florida 34609-6899, and the FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, ("Department"), its successors and assigns, M.S. 98, 605 Suwannee Street, Tallahassee, FL 32399.

WHEREAS, the Department has commenced production of the Suncoast Parkway, Project I, a statutorily approved Turnpike project at section 338.2275 (3) (h), Florida Statutes (1995) (hereinafter "Suncoast Project I"), having commenced acquisition of right of way; and

WHEREAS, the Department has submitted, pursuant to Chapters 403 and 373, Florida Statutes, and Rule 40D-4, Florida Administrative Code, Environmental Resource Permit Applications to SWFWMD for Environmental Resource Permits for sections 1A, 1B, 2A, 2B, 3, 4, 5, 6 and Mitigation (such permits hereinafter referred to as "Environmental Resource Permits") and to date has received permits for Sections 1A, 1B, 2A, 2B, 3, 4, 5, 6 and Mitigation. The issuance of the Environmental Resource Permits is a precondition of commencing construction in the respective sections of the Suncoast Project I. The Environmental Resource Permit for impact mitigation, issued by SWFWMD on November 18, 1997, SWFWMD Permit No. 4315724.00, is incorporated by reference and made a part hereof; and,

WHEREAS, a settlement agreement was executed between the SWFWMD, FDOT and Florida Audubon Society ("Audubon") wherein, Audubon agreed to voluntarily dismiss with prejudice all challenges to Suncoast I for certain considerations by the

March 27, 1998

SWFWMD and the Department, in the stipulated settlement agreement signed on November 19, 1997, and which is incorporated by reference and made a part hereof ,

WHEREAS, in accordance with Section 404 of the Clean Water Act, 33 C.F.R., the Department must also apply for and receive a federal Department of the Army permit, from the United States Army Corps of Engineers ("Corps") (hereinafter referred to as "Corps" Permit), as a precondition of commencing construction of the Suncoast Project I. The issuance of the state Environmental Resource Permits, is a condition precedent of issuance of a "Corps" permit and compliance with the state Environmental Resource Permits may become a condition of the "Corps" permit; and,

WHEREAS, the Environmental Resource Permit Application Rule 40D-4, F.A.C. provides that an Environmental Resource Permit applicant may provide mitigation for the impacts of a project by preserving wetlands, other surface water and uplands, among other measures; and the Mitigation Permit No. 4315724.00 allows for that, and

WHEREAS, the SWFWMD and the "Corps," through quarterly "partnering" meetings with the Department, SWFWMD, the "Corps," Florida Game and Fresh Water Fish Commission, Florida Department of Environmental Protection, the United States Fish and Wildlife Service and the United States Environmental Protection Agency, since August of 1993, and numerous pre-application meetings, have agreed that the Department may, pursuant to state and federal regulations, offset upland and wetland impacts of the Suncoast Project I through the acquisition for public preservation of two major land parcels for preservation; and,

WHEREAS, with the conceptual approval of all of the above-mentioned agencies and with the advice and consent of SWFWMD, the Department, pursuant to sections 337.25 and 337.27 (1), F.S., on February 2, 1996, did purchase land, consisting of 3,635 acres of the Anclote River Ranch from The Trust for Public Land, as recorded in the Official Records of Pasco County at O.R. Book 3529 and Page 940, and on August 14, 1996 did purchase approximately 6802 acres from Serenova, Ltd. as recorded in the Official Records of Pasco County at O.R. Book 3615 and Page 1115 et seq., and along with certain retained rights and reversionary interests described at and recorded in the Official Records of Pasco County at O.R. Book 3615 and Page 1126. The Trust for Public Land property and 6532.58 acres of the Serenova property (specifically excluding 235 acres in sections 10 and 11, Township 25 South, Range 17 East), the retained rights and reversionary interests are hereinafter referred to collectively as "the PRESERVATION/MITIGATION PROPERTY"; and

March 27, 1998

WHEREAS, in recognition that one of the Environmental Resource Permit conditions requires the conveyance of the PRESERVATION/MITIGATION PROPERTY to SWFWMD for SWFWMD's maintenance of the land for preservation purposes, the Department and SWFWMD wish to provide for the orderly transfer of the PRESERVATION/MITIGATION Property to SWFWMD upon such conditions as are acceptable to SWFWMD and the Department; and,

WHEREAS, the Governing Board of SWFWMD, at a meeting duly called and held on 26TH day of FEBRUARY, 1997, officially approved the terms of this agreement and authorized its Land Resources Director to execute this agreement on behalf of SWFWMD; and pursuant to section 20.23(4), the Turnpike District Secretary is the chief administrative Department official within the Department's Turnpike District; and

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged hereto by the parties, the parties agree as follows:

Section 1. DEMOLITION/REMOVAL.

The Department has removed, in the northern section of the Serenova Property that was previously used as a plant nursery area, trailers, car hulks and an abandoned fuel tank which remained after the current lessee removed his personal property.

Section 2. SERENOVA WESTERN BOUNDARY ENCROACHMENTS.

Prior to conveyance, the Department agrees to remedy the encroachments located on the western boundary of the Serenova property, either by prosecution of the removal of the encroachment or by quit claim of the encroached property to the encroacher. In the event the Department finds it necessary to quit claim the encroached property, the Department will provide SWFWMD with a survey of the affected area. The Department will fence the western boundary of the Serenova property and the part of the northern Serenova property boundary from the western boundary proceeding east and stopping near the Florida Power Corporation right-of-way, after disposing of the encroachments. A sketch of the fence site is attached as **Exhibit A**.

Section 3. PRECONVEYANCE LEASE TO SWFWMD.

Within 60 days of, the execution of this agreement, the parties agree to negotiate a lease agreement, for the lease of the PRESERVATION/MITIGATION PROPERTY to SWFWMD for the period prior to the conveyance of the property to SWFWMD, with a right of entry and use to the Department for purposes of inspection, access to the

landlocked parcel (see Section 10), mitigation construction activities, and other related activities. The consideration for the lease shall be SWFWMD's maintenance and preservation of the PRESERVATION/MITIGATION PROPERTY during the term of the lease. The lease shall be terminable upon 2 months notice.

#### Section 4. MANAGEMENT PLAN.

Prior to the conveyance of the PRESERVATION/MITIGATION property to SWFWMD, SWFWMD will, within 90 days of the date of this agreement, prepare a Management Plan for the preservation and management of the PRESERVATION/MITIGATION PROPERTY. The Management Plan shall have written approval of the Florida Game and Freshwater Fish Commission (FGFWFC), The United States Fish and Wildlife Service (USFWS), The U.S. Army Corps of Engineers, the U.S. Environmental Protection Agency ("EPA"), the Florida Department of Environmental Protection, and the Department. In the event that any agency does not respond within 30 days of SWFWMD's receipted notice to an agency of its 1) a right to participate and 2) that a failure of an agency to respond within 30 days will waive that agency's participation in the Management Plan, then that agency's approval shall not be required. The parties agree to seek mediation of any issues which unreasonably delay approval of the Management Plan. The Management Plan shall state a mechanism for amendment as needed from time to time. The Management Plan and any subsequent amendments shall be on file with SWFWMD.

#### Section 5. CONSERVATION EASEMENT

In accordance with the Stipulation of Settlement with Audubon, and prior to the conveyance to SWFWMD of the PRESERVATION/MITIGATION property, the Department shall grant a conservation easement to a government agency other than the Department of Transportation or the Southwest Florida Water Management District substantially in accordance with section 704.06, Florida Statutes. The easement shall be recorded in the official records of Pasco County.

The conservation easement shall provide an exception for such land located within the PRESERVATION/MITIGATION property as is needed for the future construction of an arterial 4 lane collector roadway, currently known as Ridge Road, to be constructed in an approximate east-west alignment across the PRESERVATION/MITIGATION property. Provided that, in such event of use of the PRESERVATION/MITIGATION property for the proposed Ridge Road, that permission of the U.S. Army Corps of Engineers, United States Fish and Wildlife Service, United States Environmental Protection Agency, the Florida Game and Freshwater Fish Commission and SWFWMD, shall be obtained by the entity requesting the exception of the Conservation Easement, and provided that no

additional requirements shall be incurred by the Department as a result of the modifications to the Environmental Resource Permit.No.4315724.00 or the U.S. Army Corps of Engineers Permit No. 199604305 (IP-MN) for the construction and maintenance of the Suncoast Project I.

Section 6. CONVEYANCE.

Upon issuance of all of the Environmental Resource Permits and the U.S. Army Corps of Engineers Permits approving the Department's application for impact mitigation and upon satisfaction of the conditions provided for herein, including but not limited to, delivery of the approved Management Plan (Section 4), recording of the conservation easement (Section 5) and upon a final determination to construct the Suncoast project, the Department pursuant to s.337.26, F.S. shall convey marketable record title to the PRESERVATION/MITIGATION PROPERTY by quit claim deed to SWFWMD, free and clear of all liens, restrictions, encumbrances, easements, encroachments, tenancies and rights of third parties, subject only to the matters shown on attached **Exhibit B** and such other matters as are reasonably acceptable to SWFWMD, subject to the requirement that the Department or its successors in interest issue a noncompensable access permit through the eastern Serenova property boundary of 25 feet, which access shall be for permissive use only and revocable upon final acceptance of the construction segment of the construction segment of the Suncoast Project I, as set forth in clause 4.c) of the June 4, 1996 Purchase and Sale Agreement, a summary of said Agreement is at Official Record Book 3615 pages 1136-1140 of the Official Records of Pasco County.

Section 7. DEPARTMENT ENTRY.

Within 120 days of issuance of the Environmental Resource Permit No. 4315724.00, the parties agree to negotiate a license from the SWFWMD, for the Department and its Contractors and assigns, to access flood plain and mitigation construction sites and perform mitigation work as described in the Department's Environmental Resource Permit mitigation application in SWFWMD's Starkey wilderness area. The Department's mitigation work is an integral part of the Floodplain Compensation Plan for the Suncoast Project I.

Section 8. DEPARTMENT OWNED LANDS/ S.R.52.

The Department owns approximately 235 acres more or less, located in Sections 10 and 11 Township 25 South, Range 17 East, which acres are located to the northwest of the PRESERVATION/MITIGATION PROPERTY, along the south side of State Road 52 ("235 acres excluded parcel"). The 235 acre parcel is excluded from the mitigation application and is anticipated to be used by the Department for various purposes, including but not limited to mitigation for other Department projects such as the proposed

Department interchange of the Suncoast Project I with the proposed future extension of Ridge Road, a county road.

In the event that it determines to dispose of the parcel, the Department agrees to notify SWFWMD of the manner of disposal and intent to dispose of the property, in accordance with the requirements of the Turnpike bond indentures and applicable statutes.

#### Section 9. PASCO CO. REQUESTS FOR ENVIRONMENTAL RESOURCE PERMIT MODIFICATION.

It is anticipated that Pasco County will in the future construct an east to west 4 lane collector roadway which will extend Ridge Road through and across the PRESERVATION/MITIGATION PROPERTY. The Department has advised Pasco County and SWFWMD that it will not object to the use of the PRESERVATION/MITIGATION PROPERTY for the construction of Ridge Road, provided that such action will not cause or result in the imposition of any further "Corps" permit or Environmental Resource Permit requirements or conditions being imposed upon the Department or cause the Department additional expense.

#### Section 10. SERENOVA. LTD. LANDLOCKED PARCEL.

In the Department's original purchase of the PRESERVATION/MITIGATION PROPERTY, a 92 acre more or less parcel in Section 25, T25S, R17E, close to and adjacent to the proposed Suncoast Project I alignment was kept by the Seller, Serenova, Ltd. The landlocked parcel is subject to various contractual and Department commitments. In the event that the landlocked parcel is donated to the Department, the Department intends to transfer the property to SWFWMD, if allowed by law. In the event that the Department acquires the property for compensation, and determines to surplus the property then the Department shall follow the procedures stated in Section 8, Department owned lands/State Road 52, Parcel, above, for disposing of surplus Turnpike property and provide SWFWMD notice of opportunity to acquire the surplus property in accordance with bond indenture and statutory requirements.

#### Section 11. MISCELLANEOUS.

(A) This agreement shall not be assigned without the written consent of the parties hereto.

(B) Venue of any litigation arising out of this agreement is consented to and stipulated by the parties hereto to be LEON COUNTY or HERNANDO COUNTY, at the option of the initiating party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective the day and date set forth above.

“SWFWMD”

Witness   
Witness

SOUTHWEST FLORIDA WATER  
MANAGEMENT DISTRICT,

By   
Fritz H. Musselmann  
Land Resources Director

“DEPARTMENT”

Witness   
Witness

FLORIDA DEPARTMENT OF  
TRANSPORTATION

By   
James L. Ely  
Turnpike District Secretary

STATE OF FLORIDA  
COUNTY OF Leon

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State of Florida aforesaid and in the County aforesaid to take acknowledgments, personally appeared JAMES L. ELY, well known to me to be the District Secretary, Turnpike District of the FLORIDA DEPARTMENT OF TRANSPORTATION, who  is personally known to me, or  provided \_\_\_\_\_ as identification, and that he acknowledged executing the same on behalf of the FLORIDA DEPARTMENT OF TRANSPORTATION, in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said Department.

WITNESS my hand and official seal in the County and State last aforesaid this 29<sup>th</sup> day of April, 1998.



Signature of Notary

*Cathy V. Goodman*

Name of Notary Cathy V. Goodman

Commission Number: CC 706400

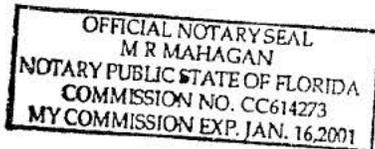
My Commission expires: 1/28/02

STATE OF FLORIDA  
COUNTY OF HERNANDO

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State of Florida aforesaid and in the County aforesaid to take acknowledgments, personally appeared FRITZ H. MUSSELLMAN, well known to me to be the Land Resources Director of Southwest Florida Water Management District (SWFWMD), who ✓ is personally known to me, or \_\_\_ provided \_\_\_\_\_ as identification, and that he acknowledged executing the same on behalf of SWFWMD, in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him/her by said SWFWMD.

WITNESS my hand and official seal in the County and State last aforesaid this 22<sup>ND</sup> day of APRIL, 1998.

Signature of Notary



Name of Notary:

M.R. MAHAGAN

Commission Number:

CC 614273

My Commission Expires:

JAN. 16, 2001

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# EXHIBIT "A"

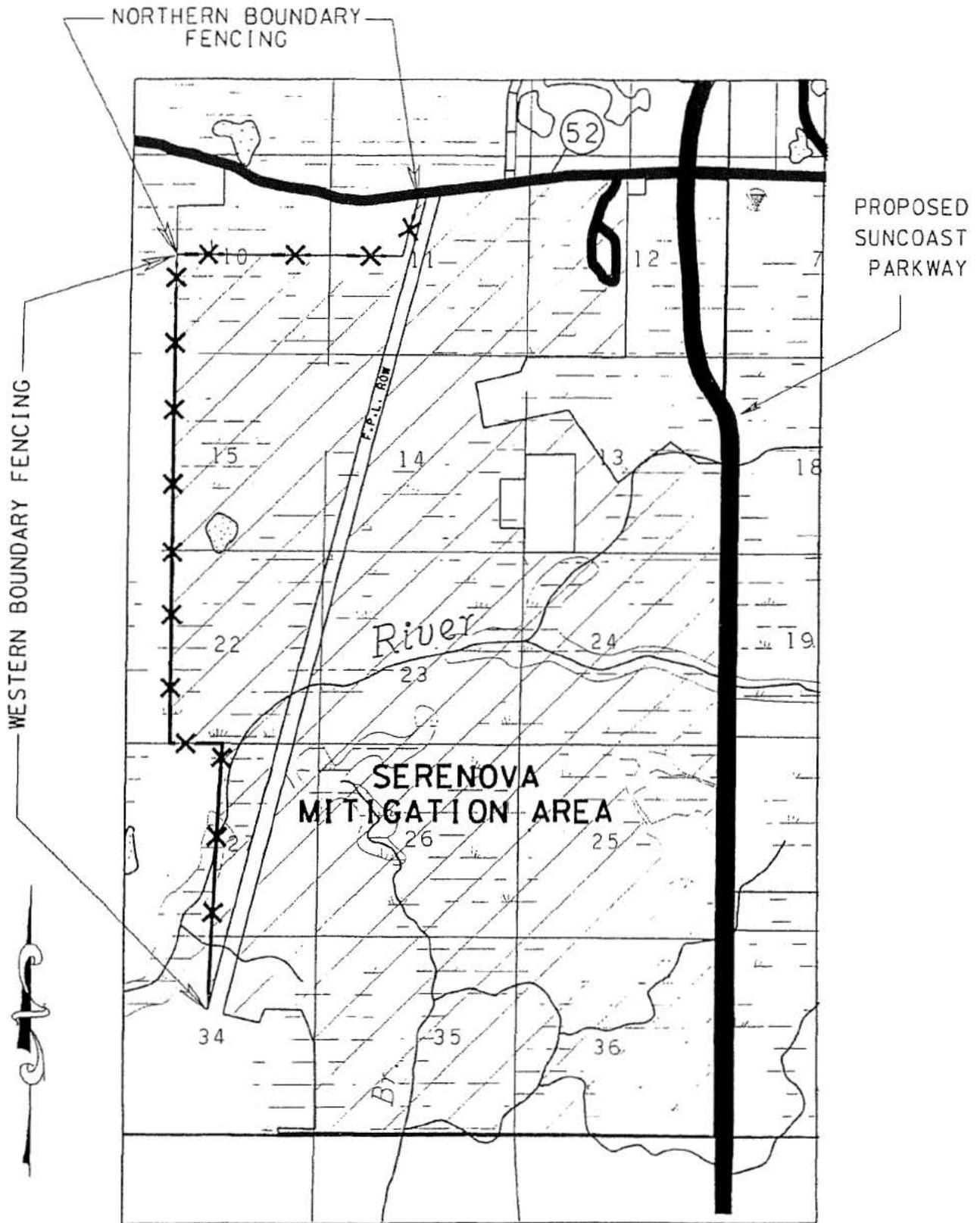


EXHIBIT "B"

1. North Pasco Regional Wellfield Water Supply Contract by and between the WEST COAST REGIONAL WATER SUPPLY AUTHORITY, to the CITY OF NEW PORT RICHEY, FLORIDA, and PASCO COUNTY, FLORIDA, recorded March 2, 1990, in Official Records Book 1886, page 281, of the Public Records of Pasco County, Florida.
2. Terms, conditions and easements recited in that certain Transmission Main and Temporary Construction Easement Agreement between ALRIC C.T. POTTBERG, AND CITIZENS NATIONAL BANK AND TRUST COMPANY, as Co-Trustees of the Otto Pottberg Trust, and the WEST COAST REGIONAL WATER SUPPLY AUTHORITY, recorded June 24, 1991, in Official Records Book 2022, page 1784, of the Public Records of Pasco County, Florida.
3. Agreement for Monitor Well Construction Site and Access Easements by and between ALRIC C.T. POTTBERG, as Trustee of the Otto Pottberg Trust, and PASCO COUNTY, a political subdivision of the State of Florida, recorded February 7, 1992, in Official Records Book 2091, page 960; Assignment of Monitor Well Construction Site and Access Easements recorded November 25, 1991, in Official Records Book 2069, page 221, of the Public Records of Pasco County, Florida.
4. Terms, conditions and easements recited in that certain Pipeline Easement executed by SERENOVA, LTD., to FLORIDA GAS TRANSMISSION COMPANY, a Delaware corporation, recorded January 31, 1994, in Official Records Book 3251, page 932, of the Public Records of Pasco County, Florida as amended by that certain Amendment to Easement Grant, recorded January 24, 1996, in Official Records Book 3524, Page 1129, of the Public Records of Pasco County, Florida.
5. Easement across captioned land for ingress and egress to and from the following described property: The West 1/2 of the Southwest 1/4 of Section 13, Township 25 South, Range 17 East as described in that Quit Claim Deed recorded November 14, 1994, in Official Records Book 3361, Page 1123, and the Southeast 1/4 of the Northeast 1/4 of the Southeast 1/4 and the Northeast 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section 14, Township 25 South, Range 17 East as described in that certain Quit Claim Deed recorded in Official Records Book 3361, page 1125, and Affidavit recorded November 14, 1994, in Official Records Book 3361, page 1131, of the Public Records of Pasco County, Florida.

6. Terms and conditions of that certain Ordinance recorded January 3, 1995, in Official Records Book 3379, page 1057, of the Public Records of Pasco County, Florida.
7. Water, Sewer, Reclaimed Water and General Purpose Utility Easement dated August 9, 1994, recorded August 11, 1994, in Official Records Book 3328, page 211, of the Public Records of Pasco County, Florida.
8. Terms and conditions of that certain Pipeline Easement granted to FLORIDA GAS TRANSMISSION COMPANY, Delaware corporation, recorded March 28, 1994, in O.R. Book 3273, page 1332, of the Public Records of Pasco County, Florida.
9. All such matters shown on that certain survey prepared by Berryman & Henegar, dated July 31, 1996, and marked as WPI No. 7150055.
10. Subject to a right of Serenova Ltd. to apply for a non-compensable access permit through the eastern Property boundary of 25 feet to access Serenova, Ltd.'s landlocked parcel, which permit shall be for permissive use only and revocable by the Florida Department of Transportation (FDOT) or SWFWMD upon final acceptance by FDOT of the construction segment of the Suncoast Parkway adjacent to the landlocked parcel.
11. Riparian or littoral rights.
12. Rights, if any, of the State of Florida in and to the beds of any streams and/or rivers affecting subject property.
13. Easement Agreement by and between Pasco County, Florida and Withlacoochee River Electric Cooperation, dated April, 21, 1992, recorded April 27, 1992 in Official Records Book 3019, Page 104, of the Public Records of Pasco County, Florida.
14. Resolution of the Secretary of Transportation, recorded January 24, 1996 in Official Records Book 3524, Page 1045, of the Public Records of Pasco County, Florida.
15. Grant of Easement by and between Pasco County, Florida and Serenova, Ltd., a Florida Limited Partnership, recorded May 24, 1995 in Official Records Book 3429, Page 1891; as recorded June 7, 1995 in Official Records Book 3435, Page 840, of the Public Records of Pasco County, Florida. (As to the rights conveyed by Quit Claim Deed at Official Records Book 3585, Page 941, Public Records of Pasco County, Florida.)

16. Right, title and interests of Pasco County, a political subdivision of the State of Florida, its successors and/or assigns, pursuant to Trustee's Deed recorded August 15, 1989 in Official Records Book 1832, Page 1209, of the Public Records of Pasco County, Florida. (As to the rights conveyed by Quit Claim Deed at Official Records Book 3585, Page 941, Public Records of Pasco County, Florida.)
17. Terms and conditions of unrecorded Antenna Site License, dated May of 1990, by and between The Otto Pottberg Trust and/or its heirs, assigns, legal representation or successors, as Licensor and Motorola, Inc., as Licensee, and any extensions thereof.
18. Subject to the condition that if the land is not used for the public purposes of the Southwest Florida Water Management District, or for the purposes identified in section 373.016, Florida Statutes (1995), or if used and subsequently its use for such purpose is abandoned, the grant/conveyance of the land shall cease as to the Southwest Florida Water Management District and shall automatically revert to the State of Florida, Department of Transportation.