

2. The DEVELOPER is desirous of prompting the construction and/or maintenance of central water and wastewater facilities so as to receive adequate water and wastewater service from the County on the property.

3. The COUNTY is willing to provide, in accordance with the provisions and stipulations hereinafter set out, and in accordance with all applicable laws, central water and wastewater service through central water and wastewater facilities, and to accept and operate a water distribution and wastewater collection system, and to thereafter operate such facilities so the occupants of the improvements constructed on the Property will receive adequate retail water and wastewater service from the COUNTY.

ACCORDINGLY, for and in consideration of the Recitals, the mutual undertakings and agreements herein contained and assumed, and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the parties, the DEVELOPER and the COUNTY hereby covenant and agree as follows:

SECTION 1. RECITALS. The above Recitals are true and correct, and form a material part of this Agreement.

SECTION 2. DEFINITIONS. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

(1) "**Service**" - the readiness and ability on the part of the COUNTY to furnish water and/or wastewater service to each parcel on the property.

(2) "**Point of Delivery or Distribution**" - the point where the pipes of the utility are connected with the pipes of each customer on the Property. Unless otherwise indicated, the point of delivery shall be at a point on the customer's lot line.

(3) "**Contribution-in-aid-of-Construction**" - The sum of money, and/or property, represented by the value of the water distribution and wastewater collection system constructed by DEVELOPER, which DEVELOPER covenants and agrees to pay to the COUNTY, as a contribution-in-aid-of-construction, to induce the COUNTY to continuously provide water and wastewater service to the Property.

SECTION 3. EASEMENT AND RIGHT OF ACCESS. DEVELOPER hereby grants and gives the COUNTY the exclusive right or privilege with respect to the Property to construct, own, maintain, and operate the water and wastewater facilities in, under, over and across the present and future streets, roads, easements, reserved utility sites and public places as provided and dedicated to public use in the record plats, or as provided for in agreements, dedications or grants made otherwise and independent of said record plats. DEVELOPER hereby further agrees that the foregoing grants include the necessary

right of ingress and egress to any part of the Property; that the foregoing grants shall be perpetual; that in the event the COUNTY is required or desires to install any additional water and wastewater facilities in lands within the Property lying outside the streets and easement areas described above, then DEVELOPER or the owner shall grant to the COUNTY, without cost or expense to the COUNTY, the necessary easement or easements for such "private property" installation; provided, all such "private property" installation by the COUNTY shall be made in such a manner as not to interfere with the then primary use of such "private property." The COUNTY covenants that it will use due diligence in ascertaining all easement locations; however, should the COUNTY install any of its facilities outside a dedicated easement area, DEVELOPER, the successors and assigns of DEVELOPER, covenant and agree that the COUNTY will not be required to move or relocate any facilities lying outside a dedicated easement area so long as the facilities do not interfere with the then or proposed use of the area in which the facilities have been installed. The COUNTY hereby agrees that all easement grants will be utilized in accordance with the established and generally accepted practices of the water and wastewater industry with respect to the installation of all its water and wastewater facilities in any of the easement areas; and the DEVELOPER in granting easement herein, or pursuant to the terms of this instrument, shall have the right to grant exclusive or non-exclusive rights, privileges and easement to other entities to provide to the Property any utility services other than water and wastewater service.

SECTION 4. PROVISION OF SERVICE; PAYMENT OF RATES.

4.1. Upon the continued accomplishment of all the prerequisites contained in this Agreement to be performed by the DEVELOPER, the COUNTY covenants and agrees that it will allow the connection of the water distribution and wastewater collection facilities installed by DEVELOPER to the central water and wastewater facilities of the COUNTY in accordance with the terms and intent of this Agreement. Such connection shall be in accordance with rules and regulations of the Department of Health and Rehabilitative Services and the Florida Department of Environmental Protection. The COUNTY agrees that once it provides water and wastewater service to the Property and DEVELOPER, or others have connected customer installations to its system, that thereafter, the COUNTY will continuously provide, in accordance with the other provisions of this Agreement, and of applicable laws, including rules and regulations and rate schedules, water and wastewater service to the Property in a manner to conform with all requirements of all governmental agencies having jurisdiction over the water and wastewater system of the COUNTY. The DEVELOPER, its successors and assigns agree to timely and fully pay all applicable monthly rates, fees, and charges to the COUNTY and otherwise fully comply with the COUNTY's rules, regulations, and ordinances applicable to the provision of water and wastewater service.

4.2. The DEVELOPER, its successors and assigns agrees to pay to the COUNTY for monthly service within thirty (30) days after statement is rendered by the

COUNTY all sums due and payable as set forth in such statement. Upon failure or refusal to pay the amounts due on statements as rendered, the COUNTY may, in its sole discretion, terminate service.

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SECTION 5. DESIGN, REVIEW, CONSTRUCTION, INSPECTION, AND CONVEYANCE OF FACILITIES.

5.1. To induce the COUNTY to provide water and wastewater service, and to continuously provide customers located on the Property with water and wastewater services, DEVELOPER hereby covenants and agrees to pay for the construction and to transfer ownership and control to the COUNTY as a contribution-in-aid-of-construction, the on-site and/or off-site water distribution and wastewater collection facilities referred to herein. All design and construction shall be in accordance with County rules, regulations, and utility standards.

5.2. DEVELOPER shall pay the COUNTY to review engineering plans and specifications of the type and in the form as prescribed by the COUNTY, showing the on-site and/or off-site water distribution and wastewater collection facilities proposed to be installed to provide service to the subject Property. The COUNTY will advise DEVELOPER's engineer of any sizing requirements as mandated by the COUNTY's system extension policy and utility standards for the preparation of plans and specifications for facilities within the Property. If applicable, such detailed plans may be limited to a phase of the Property, and subsequent phases may be furnished from time to time. However, each such phase, if applicable, shall conform to a master plan for the development of the Property and such master plan shall be submitted to the County concurrent with or prior to submission of plans for the first phase. All such plans and specifications shall be submitted to the COUNTY and no construction shall commence until COUNTY has approved such plans and specifications in writing. After approval, DEVELOPER shall cause to be constructed, at DEVELOPER's expense, the water distribution and wastewater collection facilities as shown on all plans and specifications.

5.3. During the construction of the on-site and/or off-site water distribution and wastewater collection facilities by DEVELOPER, the COUNTY shall have the right to inspect such installation to determine compliance with the plans and specifications, adequacy of the quality of the installation, and further, shall be entitled to perform standard tests for pressure, filtration, line and grade, and all other normal engineering tests required by specifications and/or good engineering practices. Complete as-built plans shall be submitted to the COUNTY upon completion of construction.

5.4. Fees will be levied by the COUNTY to cover the cost of plan review and inspection.

5.5. By these presents, upon completion and approval by the COUNTY, the

DEVELOPER shall transfer to the COUNTY, all right, title, and interest, free and clear of any encumbrances whatsoever, to the on-site and/or off-site water distribution and wastewater collection facilities installed by DEVELOPER's contractor, pursuant to the provisions of this Agreement. Such conveyance is to take effect without further action upon the acceptance by the COUNTY of the said installation. As further evidence of said transfer to title, and upon the completion of the installation and prior to the rendering of service by the COUNTY, DEVELOPER shall convey to the COUNTY, by bill of sale, or other appropriate documents, in form satisfactory to the COUNTY's counsel, the complete on-site and/or off-site water distribution and wastewater collection facilities as constructed by DEVELOPER and approved by the COUNTY. DEVELOPER shall further cause to be conveyed to the COUNTY, all easements and/or rights-of-way covering areas in which on-site and/or off-site water distribution and wastewater collection facilities are installed by recordable document in form satisfactory to the COUNTY's counsel. All conveyance of easements and/or rights-of-way shall be accompanied by a title policy or other evidence of title, satisfactory to the COUNTY, establishing DEVELOPER's rights to convey such continuous enjoyment of such easements or rights-of-way for those purposes set forth in this Agreement to the exclusion of any other person in interest. The use of easements granted by DEVELOPER shall include the use by other non-water or wastewater utilities so long as such uses by electric, telephone, or gas utilities, or cable television do not interfere with use by the COUNTY. The COUNTY agrees that the acceptance of the on-site and/or off-site water distribution and wastewater collection facilities installed by DEVELOPER, for service, or by acceptance of the bill of sale, shall constitute that assumption of responsibility by the COUNTY for the continuous operation and maintenance of such system from that date forward.

5.6. All installations by DEVELOPER or its contractor shall be warranted for at least one (1) year from the date of acceptance by the COUNTY. Mortgagee(s), if any, holding prior liens on such properties shall be required to release such liens, subordinate their position and join in the grant or dedication of the easements or rights-of-way. The water distribution and wastewater collection facilities shall be covered by easements if not located within platted or dedicated rights-of-way.

5.7. Payment of the contributions-in-aid-of-construction does not and will not result in the COUNTY waiving any of its rates, rate schedules or rules and regulations, and their enforcement shall not be affected in any manner whatsoever by DEVELOPER making the contribution. The COUNTY shall not be obligated for any reason whatsoever nor shall the COUNTY pay any interest or rate of interest upon the contribution. Neither DEVELOPER nor any person or other entity holding any of the Property by, through or under DEVELOPER, or otherwise, shall have any present or future right, title, claim or interest in and to the contributions or to any of the water and wastewater facilities and properties of the COUNTY, and all prohibitions applicable to DEVELOPER with respect to no refund of contributions, no interest payment on said contributions and otherwise, are applicable to all persons or entities. Any user or customer of water or wastewater services

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shall not be entitled to offset any bill or bills rendered by the COUNTY for such service or services against the contributions. DEVELOPER shall not be entitled to offset the contributions against any claim or claims of the COUNTY.

SECTION 6. EVIDENCE OF TITLE. At least thirty (30) days prior to the COUNTY's acceptance of the water distribution and wastewater collection facilities, at the expense of the DEVELOPER, DEVELOPER agrees to either deliver to the COUNTY an Abstract of Title, brought up to date, which abstract shall be retained by the COUNTY, and remain the property of the COUNTY, or to furnish the COUNTY an opinion of title from a qualified attorney at law or a qualified title insurance company with respect to the Property, which opinion shall include a current report on the status of the title, setting out the name of the legal title holders, the outstanding mortgages, taxes, liens, and covenants. The provisions of this Section are for the exclusive rights of service contained in this Agreement. Any mortgage or lien holder having an interest in the Property shall be required to join in the grant of exclusive service rights set forth in this Agreement. Title standards shall be the same as those applicable to real estate generally adopted by the Florida Bar and in accordance with Florida law.

SECTION 7. OWNERSHIP OF FACILITIES. DEVELOPER agrees with the COUNTY that the on-site and/or off-site water distribution and wastewater collection facilities conveyed to the COUNTY for use in connection with providing water and wastewater services to the Property, shall at all times remain in the complete and exclusive ownership of the COUNTY, and any entity owning any part of the Property or any residence or building constructed or located thereon, shall not have the right, title, claim or interest in and to such facilities, or any part of them, for any purpose, including the furnishing of water and wastewater services to other persons or entities located within or beyond the limits of the Property.

SECTION 8. APPLICATION OF RULES, REGULATIONS, AND RATES. Notwithstanding any provision in this Agreement, the COUNTY may establish, revise, modify and enforce rules, regulations and rates covering the provision of water and wastewater service to the Property. Such rules, regulations and rates are subject to the approval of the Board of County Commissioners of Marion County, Florida. Such rules and regulations shall at all times be reasonable and subject to regulation as may be provided by law or under contract. Rates charged to DEVELOPER or customers located upon the Property shall be identical to rates charged for the same classification of service. All rules, regulations and rates in effect, or placed into effect in accordance with the preceding, shall be binding upon DEVELOPER, upon any other entity holding by, through or under DEVELOPER; and upon any customer of the water and wastewater service provided to the Property by the COUNTY.

SECTION 9. PERMISSION TO CONNECT REQUIRED. DEVELOPER, or any owner of any parcel of the Property, or any occupant of any residences or buildings located

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thereon, shall not have the right to and shall not connect any customer installation to the water and wastewater facilities of the COUNTY until approval for such connection has been granted by the COUNTY.

SECTION 10. BINDING AGREEMENT; ASSIGNMENTS BY DEVELOPER. This Agreement shall be binding upon and shall inure to the benefit of DEVELOPER, the COUNTY and their respective assigns and successors by merger, consolidation or conveyance. This Agreement shall not be sold, conveyed, assigned or otherwise disposed of by DEVELOPER without the written consent of the COUNTY first having been obtained. The COUNTY agrees not to unreasonably withhold such consent.

SECTION 11. NOTICES; PROPER FORM. Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, or by mail to:

COUNTY:	Marion County 601 S.E. 25th Avenue Ocala, FL 34471-2690 Attention: County Administrator
with a copy to:	Thomas A. Cloud, Esq. Gray, Harris & Robinson, P.A. 201 East Pine Street, Suite 1200 Orlando, Florida 32801
DEVELOPER:	Patrick Copeland, President National Oil & Gas Distributors, Inc 1976 82 nd Avenue Vero Beach, Florida 32966

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SECTION 12. SURVIVAL OF COVENANTS. The rights, privileges, obligations and covenants of DEVELOPER and the COUNTY shall survive the completion of the work of DEVELOPER with respect to completing the water and wastewater facilities and services to any phase area and to the Property as a whole.

SECTION 13. ENTIRE AGREEMENT; AMENDMENTS; APPLICABLE LAW; ATTORNEY'S FEES. This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between DEVELOPER and the COUNTY, made with respect to the matters herein contained, and when duly executed, constitutes the agreement between DEVELOPER and the COUNTY. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of the Agreement be waived by either party, unless such additions, alterations, variations or

waivers are expressed in writing and duly signed. This Agreement shall be governed by the laws of the State of Florida, as well as all applicable local ordinances of the COUNTY and it shall be and become effective immediately upon execution by both parties hereto. In the event that the COUNTY or DEVELOPER is required to enforce this Agreement by court proceedings or otherwise, by instituting suit or otherwise, then the COUNTY or DEVELOPER shall be entitled to recover all costs incurred, including reasonable attorney's fees.

SECTION 14. DISCLAIMERS: LIMITATIONS ON LIABILITY.

14.1. STATUS. THE PARTIES DEEM EACH OTHER TO BE INDEPENDENT CONTRACTORS, AND NOT AGENTS OF THE OTHER.

14.2. INDEMNIFICATION. DEVELOPER WILL INDEMNIFY, SAVE AND HOLD HARMLESS THE COUNTY AGAINST ALL LIABILITY, LOSSES, DAMAGE OR OTHER EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MAY BE IMPOSED UPON, INCURRED BY OR ASSERTED AGAINST THE COUNTY BY REASON OF ANY NEGLIGENCE ON THE PART OF THE DEVELOPER OR ITS EMPLOYEES, AGENTS, CONTRACTORS, LICENSEES OR INVITEES; ANY PERSONAL INJURY OR PROPERTY DAMAGE OCCURRING ON OR ABOUT THE PROPERTY OR ANY PART THEREOF; OR ANY FAILURE ON THE PART OF THE DEVELOPER TO PERFORM OR COMPLY WITH ANY COVENANT REQUIRED TO BE PERFORMED OR COMPLIED WITH AGAINST THE COUNTY BY REASON OF ANY SUCH OCCURRENCES, DEVELOPER WILL, AT DEVELOPER'S EXPENSE, RESIST OR DEFEND ANY SUCH ACTION OR PROCEEDING. PROVIDED FURTHER, HOWEVER, DEVELOPER SHALL HAVE NO OBLIGATION WITH RESPECT TO CLAIMS ARISING OUT OF THE INTENTIONAL OR NEGLIGENT CONDUCT OF THE COUNTY OR ITS EMPLOYEES, AGENTS, CONTRACTORS, LICENSEES OR INVITEES OR OF THIRD PARTIES NOT INCLUDED IN THE DEFINITIONS ABOVE. THE LIABILITY AND IMMUNITY OF THE COUNTY IS GOVERNED BY THE PROVISIONS OF §768.28, FLORIDA STATUTES (1995), AND NOTHING IN THIS AGREEMENT IS INTENDED TO EXTEND THE LIABILITY OF COUNTY OR TO WAIVE ANY IMMUNITY ENJOYED BY COUNTY UNDER THAT STATUTE. ANY PROVISIONS OF THIS AGREEMENT DETERMINED TO BE CONTRARY TO §768.28 OR TO CREATE ANY LIABILITY OR WAIVE ANY IMMUNITY EXCEPT AS SPECIFICALLY PROVIDED IN §768.28 SHALL BE CONSIDERED VOID.

14.3. FORCE MAJEURE. THE COUNTY SHALL NOT BE LIABLE OR RESPONSIBLE TO THE DEVELOPER BY REASON OF THE FAILURE OR INABILITY OF THE COUNTY TO TAKE ANY ACTION IT IS REQUIRED TO TAKE OR TO COMPLY WITH THE REQUIREMENTS IMPOSED HEREBY OR (OR ANY INJURY TO THE DEVELOPER OR BY THOSE CLAIMING BY OR THROUGH THE DEVELOPER, WHICH FAILURE, INABILITY OR INJURY IS CAUSED DIRECTLY OR INDIRECTLY BY FORCE MAJEURE AS HEREINAFTER SET FORTH). THE TERM "FORCE MAJEURE" AS

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EMPLOYED HEREIN SHALL MEAN ACTS OF GOD, STRIKES, LOCK-OUTS, OR OTHER INDUSTRIAL DISTURBANCE; ACTS OF PUBLIC ENEMIES, WAR, BLOCKADES, RIOTS, ACTS OF ARMED FORCES, MILITIA, OR PUBLIC AUTHORITY, EPIDEMICS; BREAKDOWN OF OR DAMAGE TO MACHINERY, PUMPS, OR PIPE LINES; LANDSLIDES, EARTHQUAKES, FIRES, STORMS, FLOODS, OR WASHOUTS; ARRESTS, TITLE DISPUTES, OR OTHER LITIGATION; GOVERNMENTAL RESTRAINTS OF ANY NATURE WHETHER FEDERAL, STATE, COUNTY, MUNICIPAL OR OTHERWISE, CIVIL OR MILITARY; CIVIL DISTURBANCES; EXPLOSIONS, FAILURE OR INABILITY TO OBTAIN NECESSARY MATERIALS, SUPPLIES, LABOR OR PERMITS OR GOVERNMENTAL APPROVALS WHETHER RESULTING FROM OR PURSUANT TO EXISTING OR FUTURE RULES, REGULATIONS, ORDERS, LAWS OR PROCLAMATIONS WHETHER FEDERAL, STATE, COUNTY, MUNICIPAL OR OTHERWISE, CIVIL OR MILITARY; OR BY ANY OTHER CAUSES, WHETHER OR NOT OF THE SAME KIND AS ENUMERATED HEREIN, NOT WITHIN THE SOLE CONTROL OF THE COUNTY AND WHICH BY EXERCISE OF DUE DILIGENCE THE COUNTY IS UNABLE TO OVERCOME.

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14.4. DISCLAIMER OF THIRD PARTY BENEFICIARIES. THIS AGREEMENT IS SOLELY FOR THE BENEFIT OF AND SHALL BE BINDING UPON THE FORMAL PARTIES HERETO AND THEIR RESPECTIVE AUTHORIZED SUCCESSORS AND ASSIGNS, AND NO RIGHT OR CAUSE OF ACTION SHALL ACCRUE UPON OR BY REASON HEREOF, TO OR FOR THE BENEFIT OF ANY THIRD PARTY NOT A PARTY TO THIS AGREEMENT OR AN AUTHORIZED SUCCESSOR OR ASSIGNEE THEREOF.

14.5. DISCLAIMER OF SECURITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE DEVELOPER EXPRESSLY ACKNOWLEDGES (1) THAT IT HAS NO PLEDGE OF OR LIEN UPON ANY REAL PROPERTY (INCLUDING, SPECIFICALLY, THE COUNTY'S SYSTEM), ANY PERSONAL PROPERTY, OR ANY EXISTING OR FUTURE REVENUE SOURCE OF THE COUNTY (INCLUDING, SPECIFICALLY, ANY REVENUES OR RATES, FEES, OR CHARGES COLLECTED BY THE COUNTY IN CONNECTION WITH THE COUNTY'S SYSTEM) AS SECURITY FOR ANY AMOUNTS OF MONEY PAYABLE BY THE COUNTY UNDER THIS AGREEMENT; AND (2) THAT ITS RIGHTS TO ANY PAYMENTS OR CREDITS UNDER THIS AGREEMENT ARE SUBORDINATE TO THE RIGHTS OF ALL HOLDERS OF ANY STOCKS, BONDS, OR NOTES OF THE COUNTY, WHETHER CURRENTLY OUTSTANDING OR HEREAFTER ISSUED.

14.6. AGREEMENT NOT A COMMITMENT FOR SCHEDULE. THERE SHALL BE NO LIABILITY WHATSOEVER ON THE PART OF THE COUNTY FOR FAILURE TO SUPPLY WATER AND WASTEWATER SERVICE TO DEVELOPER ACCORDING TO DEVELOPER'S NEEDS OR SCHEDULES. THIS AGREEMENT CONSTITUTES A PROMISE OF GOOD FAITH AND NOT A TIMETABLE FOR DELIVERY OF UTILITY SERVICES.

SECTION 15. COVENANT NOT TO ENGAGE IN UTILITY BUSINESS. The DEVELOPER, as a further consideration for this Agreement, agrees that it shall not (the words "shall not" being used in a mandatory definition) engage in the business of providing water and wastewater service to the Property during the period of time the COUNTY, its successors and assigns, provide water service to the Property, it being the intention of the parties hereto that the foregoing provision shall be a covenant running with the land and under said provision and also under other provisions of this Agreement the COUNTY shall have the sole and exclusive right and privilege to provide water and wastewater service to the Property and to the occupants of each residence, building or unit constructed thereon.

SECTION 16. RECORDATION. The parties hereto agree that an executed copy of this Agreement and Exhibits attached hereto shall be recorded in the Public Records of Marion COUNTY, Florida at the expense of the DEVELOPER.

SECTION 17. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced, and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared severable.

SECTION 18. AUTHORITY TO EXECUTE AGREEMENT. The signature by any person to this Agreement shall be deemed a personal warranty by that person that he has the full power and authority to bind any corporation, partnership, or any other business entity for which he purports to act hereunder.

SECTION 19. CAPACITY. Any specific reservations of capacity must be detailed within the body of this Agreement, under the heading "Special Conditions," and such capacity shall be so reserved, for a definite period of time only upon the payment of appropriate fee, or negotiated between the parties, by the DEVELOPER to the COUNTY.

SECTION 20. ARMS LENGTH TRANSACTION. Both parties have contributed to the preparation, drafting and negotiation of this document and neither has had undue influence or control thereof. Both parties agree that in construing this Agreement, it shall not be construed in favor of either party by virtue of the preparation, drafting, or negotiation of this Agreement.

SECTION 21. SPECIAL CONDITIONS. Notwithstanding any other Section in this Agreement. The following Special Conditions are mutually agreed between DEVELOPER and the COUNTY. In the event of a conflict between this Section 21 and the rest of the Agreement, Section 21 shall control.

21.1. Purchase of Water Service Capacity and Wastewater Service Capacity. DEVELOPER agrees to purchase and the COUNTY agrees to furnish during the

term of this Agreement for use on the Property water service capacity and wastewater service capacity in accordance with standards of applicable State regulatory agencies. In return therefore, the DEVELOPER agrees to make the following initial capital payments prior to installation of water and/or wastewater facilities:

(1) Payment to the COUNTY of a water capital charge at the rate of SIX HUNDRED FIFTY AND NO/100 DOLLARS (\$650.00), per equivalent residential connection ("ERC") which is based on a flow rate of 350 gallons per day per ERC. The total water capital charge is calculated on an estimated flow rate of 1,936 gallons per day or 5.53 ERC's. The water service capacity charge will be tabulated at the rate in effect at time of purchase and paid prior to installation/connection of water facilities identified in Subsection 21.2 below.

(2) Payment to the COUNTY of a wastewater capital charge at a rate of NINETEEN HUNDRED AND FIFTY AND NO/100 DOLLARS (\$1,950.00), per equivalent residential connection ("ERC") which is based on a flow rate of 300 gallons per day per ERC. The total wastewater capital charge is calculated on an estimated flow rate of 1,660 gallons per day or 5.53 ERC's. The wastewater service capacity charge will be tabulated at the rate in effect at time of purchase and paid prior to installation/connection of wastewater facilities identified in Subsection 21.2 below.

21.2. Other Requirements. In addition to and pursuant to Section 21.1 hereof, the DEVELOPER agrees as a condition of receiving water and wastewater service to the following:

(1) The DEVELOPER shall pay for the design, permitting and construction of the on-site septic system connection to the lift station installed by Mapco/Williams TravelCenters, Inc. once the central sewer system is cleared for service. The on-site septic system shall be abandoned pursuant to Department of Environmental Health regulations.

(2) The DEVELOPER shall pay for the design, permitting and construction of the off-site 12" watermain from the end of the Mapco/Williams TravelCenters, Inc. installed watermain along S.R. 326 to approximately 40 feet west of the McDonald's/Amoco eastern property. The watermain installation will be pursuant to the McDonald's/Amoco approved drainage plans.

(3) The DEVELOPER shall comply with the minimum requirements of the Marion County Utilities Manual.

(4) Upon approval and clearance of the proposed watermain, McDonald's/Amoco will discontinue use of their on-site well for potable purposes and disconnect the on-site well from the business plumbing system. The well will then be used for irrigation purposes.

21.3. No Obligation for Excess. COUNTY is not obligated to provide plant capacity or service in excess of the amounts estimated to be supplied in this Agreement. All charges have been based upon estimated usage supplied by the DEVELOPER, and the COUNTY may require DEVELOPER to curtail use which exceeds such estimated requirements.

21.4. Prior Notice. The DEVELOPER agrees to notify the COUNTY in writing not less than sixty (60) days prior to estimated date of completion of construction of facilities requiring water and wastewater service, the date on which the DEVELOPER will require initial connection to the COUNTY's water and wastewater facilities.

21.5. No Precedent. The provisions of this Agreement shall not be construed as establishing a precedent as to the amount or basis of contributions to be made by the DEVELOPER or other utility system extensions that may hereafter be required by DEVELOPER and which are not presently conferred by this Agreement.

21.6. Submittal of Shop Drawings. Prior to construction, the DEVELOPER shall submit to the COUNTY for its review and approval all shop drawings for materials and equipment for the construction of any facilities pursuant to this Agreement.

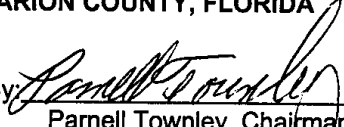
IN WITNESS WHEREOF, DEVELOPER and the COUNTY have executed or have caused this Agreement, with the named Exhibits attached, if any, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

Signed, sealed and delivered
in the presence of:

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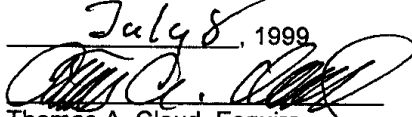
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MARION COUNTY, FLORIDA

By: 
Parnell Townley, Chairman
Board of County Commissioners

Attest: 
David R. Eltepermann, Clerk

FOR THE USE AND RELIANCE
OF MARION COUNTY ONLY.
APPROVED AS TO FORM

July 8, 1999

Thomas A. Cloud, Esquire

Signed, sealed and delivered
in the presence of:

x: Phil [Signature]

By: Michael J. Landadin

x: [Signature]

By: Jeana L. Waycaster

DEVELOPER

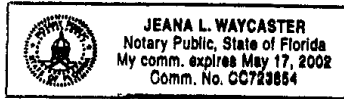
By: Patrick Copeland PRESIDENT
Patrick Copeland, President

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STATE OF FLORIDA
COUNTY OF ~~MARION~~ Indian River

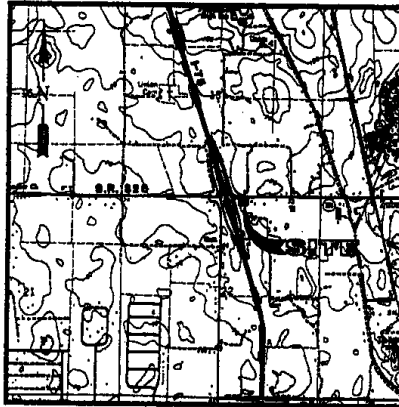
The foregoing instrument was acknowledged before me this 28th day of June,
1999, by Patrick T. Copeland, of National Oil & Gas Distributors,
a Florida corporation authorized to do business in the State
of Florida, on behalf of the corporation. He is personally known to me or has produced
as identification and did (did not) take an oath.



[Signature]
Signature of Person Taking Acknowledgment
Jeana L. Waycaster
Name of Acknowledger Typed, Printed or Stamped
Notary Public - State of Florida
Title or Rank
CC723854
Serial Number, if any.

EXHIBIT "A"

Property Description and Location Map



SECTION 22, TOWNSHIP 14 SOUTH, RANGE 21 EAST

VICINITY MAP

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DESCRIPTION

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 14 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA; THENCE SOUTH 0°31' WEST A DISTANCE OF 39.17 FEET TO THE SOUTH RIGHT-OF-WAY OF STATE ROAD 326; THENCE N89°38'44"W A DISTANCE OF 285.56 FEET FOR A POINT OF BEGINNING; THENCE S0°31'W A DISTANCE OF 285.60 FEET; THENCE N89°12'33"W A DISTANCE OF 386.49 FEET; THENCE N0°31'E A DISTANCE OF 283.66 FEET TO THE SOUTH RIGHT-OF-WAY OF STATE ROAD 326; THENCE S89°38'44"E TO THE POINT OF BEGINNING.

CONTAINS 2.525 ACRES OR 110,005 SQUARE FEET MORE OR LESS.

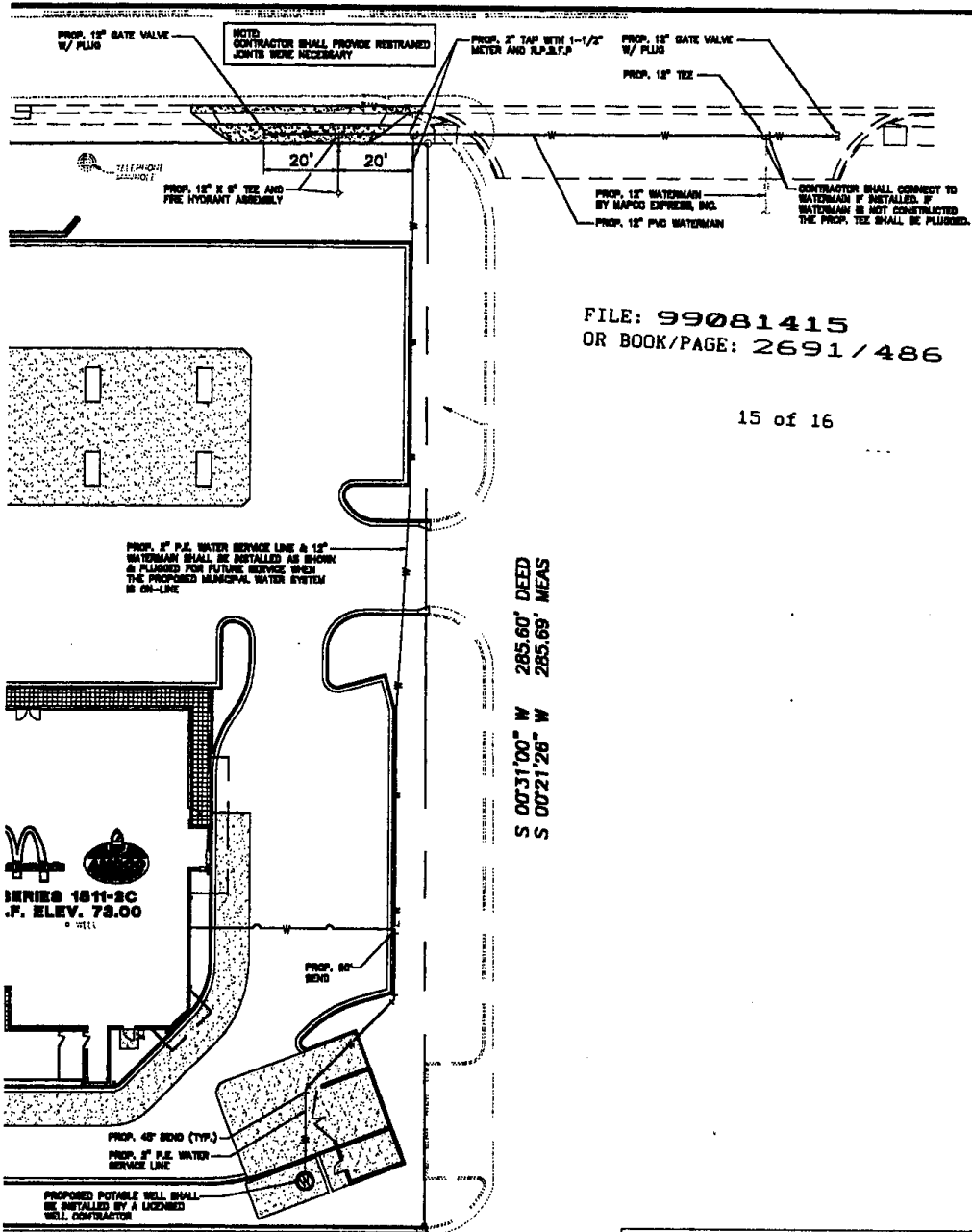


CPH Engineers, Inc.
POST OFFICE BOX 2000
200 WEST PALM BEACH AVENUE
SANFORD, FLORIDA 32773-0800
TELEPHONE: (407) 330-0801
(407) 331-8717
E-MAIL: cph@cphengineers.com
FAX: (407) 330-0809
Visit our web site at
www.cphengineers.com

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EXHIBIT "B"

Off-site Watermain Connection Point & Extension



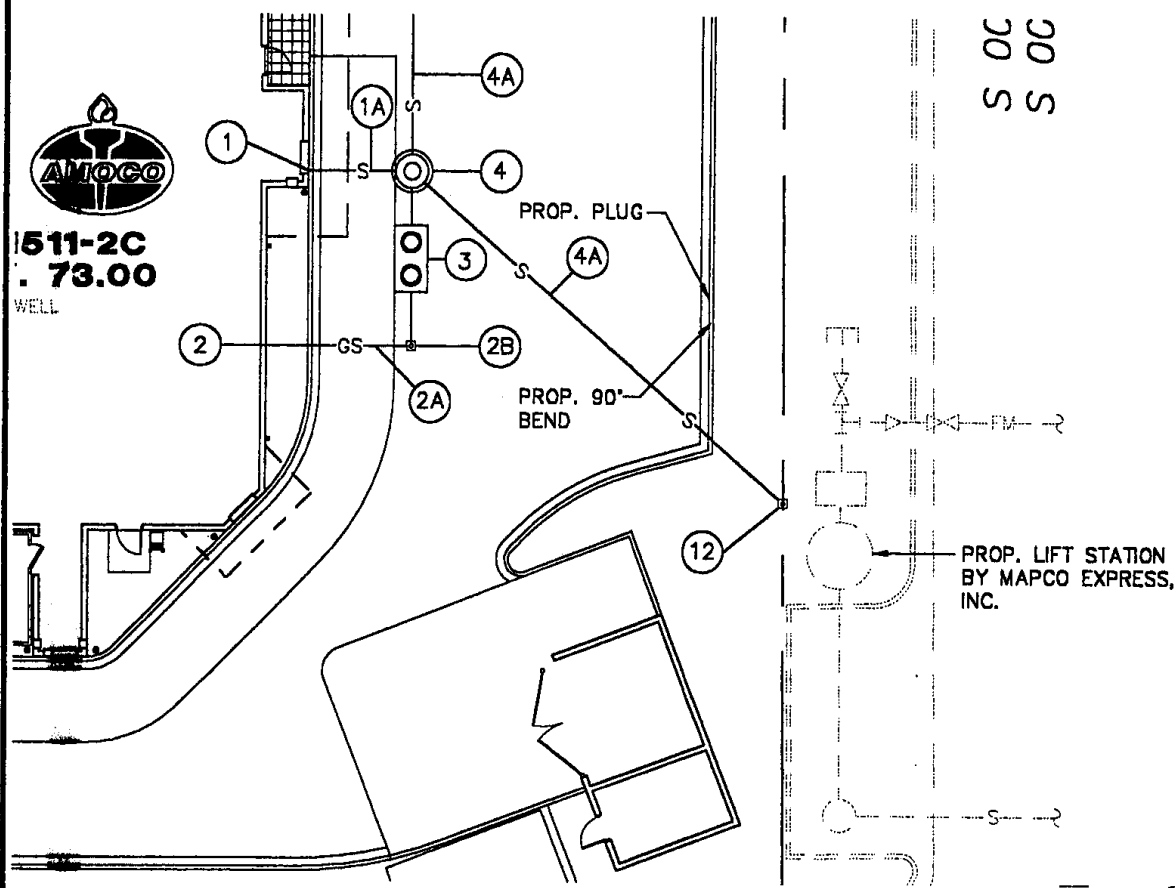
cph
Engineers

CPE Engineers, Inc.
 PO BOX OFFICE BLDG 2000
 300 WEST FLORISSA STREET
 GAINESVILLE, FLORIDA 32609-0008
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EXHIBIT "C"

Onsite Waste Water Connection To Wetwell



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PROPOSED SANITARY SEWER SCHEDULE

FILE: 99081415
OR BOOK/PAGE: 2691/487

- ① SANITARY SEWER SERVICE INV. 68.5
(VERIFY EXACT SERVICE LOCATION WITH ARCH. PLANS)
- ①A 11 LF. ~ 4" P.V.C. @ 0.91%
- ② SANITARY SEWER SERVICE (GREASE LINE) INV. 69.0
(VERIFY EXACT SERVICE LOCATION WITH ARCH. PLANS)
- ②A 18 LF. ~ 6" P.V.C. @ 1.11%
- ②B CLEANOUT INV. 68.60
- ③ 1,200 GALLON GREASE INTERCEPTOR N. INV. 68.50
S. INV. 68.70
- ④ MANHOLE TOP ELEV. 72.00
W. INV. 68.40
S. INV. 68.40
N. INV. 68.30
E. INV. 68.30 (PLUGGED FOR FUTURE USE)
- ④A 58 LF. ~ 6" P.V.C. @ 2.59%
- ⑫ STUB OUT @ P/L FOR FUTURE CONNECTION TO PROPOSED
LIFT STATION BY MAPCO EXPRESS, INC.
CLEAN OUT INV. 66.85

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Engineers

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