



Meeting Date: November 9, 2016
From (Dept): Finance
Signature: *Jan Smith*
Department Director
Approved for
Agenda: *DRB*
City Manager

Official Use Only
Reviewed by
City Attorney: _____
Council Action: _____
Date: _____

SUBJECT: Rental of vacant City owned property in Rio Vista

Request For Approval: Lease Agreement LEA#2016-04 between the City of Dunnellon and Rio Vista HOA for the use of vacant property for overflow parking

SUMMARY EXPLANATION & BACKGROUND: The City purchased Rio Vista Utilities in 2011 to decommission their wastewater treatment facility and tie current sewer users into the City's system. Page 6, Paragraph 12 of the purchase agreement states "...the City will enter into a land lease arrangement with the HOA to provide for over-flow parking and storage related to the use and enjoyment of the HOA Park for rent in the amount of \$1.00 per year."

Richard Grabbe has reviewed the arrangement and determined that at this time there are no plans for improvements to this parcel and therefore it can be used for over-flow parking.

FISCAL INFORMATION: Annual Rent \$1.00 plus applicable sales tax

PROCUREMENT METHOD:

PURCHASE REQUISITION NUMBER:

RECOMMENDED ACTION: Authorize Mayor to execute lease agreement #LEA2016-04

Initiated by: JS

PARKING LEASE

THIS PARKING LEASE (the "Lease") is made and entered into on this 14th day of November, 2016, by and between the City of Dunnellon ("Landlord" or "City"), whose address is 20750 River Drive, Dunnellon, Florida 34431, and the Civic Association of Rio Vista, Inc. ("HOA"), a Florida not-for-profit corporation, whose principal address is 3530 Southwest 183rd Terrace, Dunnellon, Florida 34432.

WHEREAS, City is owner of the property of the area depicted in Exhibit "A" (the "Parking Area") attached hereto; and

WHEREAS, HOA desires to utilize the Area depicted in Exhibit "A" for parking and storage of licensed and tagged motor vehicles and trailers only pursuant to that Utility Purchase Agreement dated August 22, 2011, which is attached hereto as Exhibit "B"; and

WHEREAS, in accordance with the Utility Purchase Agreement referenced above, the City has determined to lease the lands identified in Exhibit "A" to HOA for parking and storage of licensed and tagged motor vehicles and trailers per the terms contained herein.

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

AGREEMENT

1. **Recitals and Exhibits.** The foregoing recitals and all exhibits attached hereto are hereby incorporated into this Lease by this reference.

2. **Term.** City hereby leases to the HOA the Parking Area on a year to year basis commencing on January 1, 2017. The City or HOA may terminate this lease at any time by providing the other party with written notice at least thirty (30) business days prior to the termination.

3. **Rent.** In consideration for use of the Parking Area, HOA agrees to pay City yearly rent in the amount of One and No/100 Dollars (\$1.00) (the "Rent") plus any applicable sales tax. The Rent shall be due on the first day of each year. Payment of the Rent shall be made to City at the address listed above or at such other place as City may designate.

4. **Use of Property.** The Parking Area shall be used for parking of licensed and tagged motor vehicles and trailers only. During the term of this Lease, HOA members shall be entitled to park their licensed and tagged motor vehicles and trailers on the Parking Area. Neither the HOA, HOA members or any other person or entity shall be entitled to park recreational vehicles, watercraft, and/or construction equipment on the Parking Area without City's prior written consent, construct any structure or modify the Parking Area in any way, or use the Parking Area for storage or any other purpose other than expressly authorized herein. It shall be the HOA's responsibility to ensure that vehicles and trailers parked on the Parking Area are parked in a safe manner that does not endanger City property and in compliance with the terms and conditions of this Lease. HOA shall be responsible for posting notices on the Parking Area which comply with the requirements of section 715.07(5), Florida Statutes and which state that the Parking Area is for

authorized parking only and all unauthorized vehicles will be towed at the expense of the vehicle's owner (the "Towing Notices"). In the event City becomes aware of any unauthorized vehicles parked on the Parking Area, City hereby reserves the right to have the unauthorized vehicles removed from the Parking Area. The City shall retain the right to access the Parking Area at all times this Lease is in effect. Further, the City may direct the HOA and/or HOA member(s) to move any vehicle or trailer parked within the Parking Area in order for the City to perform any work deemed necessary by the City, to protect City property, and/or for purposes related to safety. Whereupon receiving such direction from the City to move a parked vehicle, the HOA and/or HOA member(s) receiving direction shall comply immediately and move such vehicle as so directed.

5. Alterations. HOA shall make no alterations or modifications to the Parking Area without the prior written consent of the City.

6. Insurance. HOA shall at all times and at its sole expense maintain general liability insurance policies on the Parking Area with limits of at least \$2,000,000.00 (Two Million Dollars) for personal injury, death and property damage, with waiver of subrogation against the City. The City shall be entitled to require an increase in the coverage limits required under this subparagraph by written notice to HOA, provided that any increase shall be reasonable and consistent with prevailing market coverage limits for similarly situated properties and activities. Said policies shall carry both the names of the City and HOA as named insured. HOA shall provide the City with a certificate evidencing the public liability and insurance coverage at the time this Agreement is entered into and shall provide such certificate annually thereafter or upon the renewal dates of said policies. HOA shall keep all receipts showing payment of premiums were made on or before each premium due date. All policies required to be obtained by HOA shall contain a provision that the company writing said policy will provide the City thirty (30) days notice in writing in advance of any cancellation or lapse or the effective date of any reduction in the amounts of insurance. All policies shall be written as primary policies, not contributing with and not in excess of any coverage which the City may carry.

7. Indemnity. HOA agrees to, and shall at all times, indemnify, defend and hold the City harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which the City may suffer, sustain, incur, or in any way be subjected to, on account of death or injury to any person whomsoever and damage to or loss of or destruction of any property whatsoever, arising from, or in any way connected with, upon, or at the Parking, or the occupancy or use by HOA of the Parking Area or any part of the property upon which the Parking Area is located, or occasioned wholly or in part by any act or omission of HOA, its members, employees, customers, or other parties not under the direct supervision of the City. In case the City shall be made a party to any claim or litigation for death or injury to person or damage to or loss of property commenced by HOA or anyone else against the City arising out of HOA's use or occupancy, then HOA shall defend, indemnify, and hold the City harmless and shall pay all costs, expenses and reasonable attorneys' fees of the City's attorneys incurred or paid by the City in connection with such claim or litigation within thirty (30) days of receipt of any invoice pertaining thereto. Notwithstanding the foregoing, in no event shall HOA be required to indemnify, defend or hold the City harmless from any liability, loss, claim, suit, damage, charge or expense that is proximately caused by the intentional or negligent act or omission of the City.

8. This indemnification obligation shall survive the termination or expiration of the

Lease.

9. Liens. HOA shall keep the Parking Area free from all liens and encumbrances except property taxes. HOA shall indemnify and hold City harmless from and against all liens, claims of lien, or other encumbrances sought to be enforced against the Parking Area, of any kind or nature whatsoever including statutory, mechanic liens and attorney's fees, incurred or arising out of the use of the Parking Area pursuant to this Lease.

10. Default. The prompt payment of all amounts due hereunder and the faithful observance of the terms and conditions of this Lease are material conditions of this Lease, and any failure on the part of the HOA to comply with the terms of this Lease shall, constitute a default hereunder. In the event that City determines, in its sole and absolute discretion, that the HOA has failed to comply with any term or condition of this Lease, City shall be entitled to immediately terminate this Lease by providing written notice to HOA of the termination, whereupon, the parties shall have no further rights or obligations hereunder. Notwithstanding the foregoing, the indemnity provisions set forth in Paragraphs 7 and 8 above shall survive the termination of this Lease.

11. Successors and Assigns. HOA agrees that its rights and obligations under the Lease may not be assigned to any other party without City's prior written consent. This Lease shall be binding upon and inure to the benefit of the parties and their successors and assigns.

12. Severability. If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws effective during the term of this Lease, then and in that event, it is the intention of the parties that the remainder of this Lease shall not be affected by any such provision.

13. Time of the Essence. Time is of the essence of this Lease in the performance of its terms and conditions.

14. Attorneys' Fees. Should it become necessary for either party to employ an attorney to enforce the terms of the Lease or License, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

15. Entire Agreement. This Lease contains the entire agreement and understanding between City and HOA with regard to the matters set forth herein, and other prior or contemporaneous agreements and understandings, whether oral or written, express or implied, are hereby superseded and of no further force or effect. No amendments to this Lease shall be effective unless in writing and signed by the parties to this Lease.

16. Notices. All notices required to be provided hereunder may be delivered to the parties at their addresses above by (i) certified mail, return receipt requested; (ii) nationally recognized overnight courier; or (iii) hand delivery. Notices mailed to the parties shall be deemed given on the second day following deposit of the notice in the mail. Notices delivered by overnight courier or hand delivery shall be deemed given upon delivery.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Parking Lease as of the date first written above.

Landlord:
City of Dunnellon, Florida

NATHAN WHITT, MAYOR
Date signed: _____

ATTEST:

DAWN M. BOWNE, MMC,
INTERIM CITY MANAGER

Approved as to form and legal sufficiency:

Andrew J. Hand, City Attorney

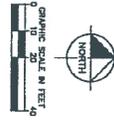
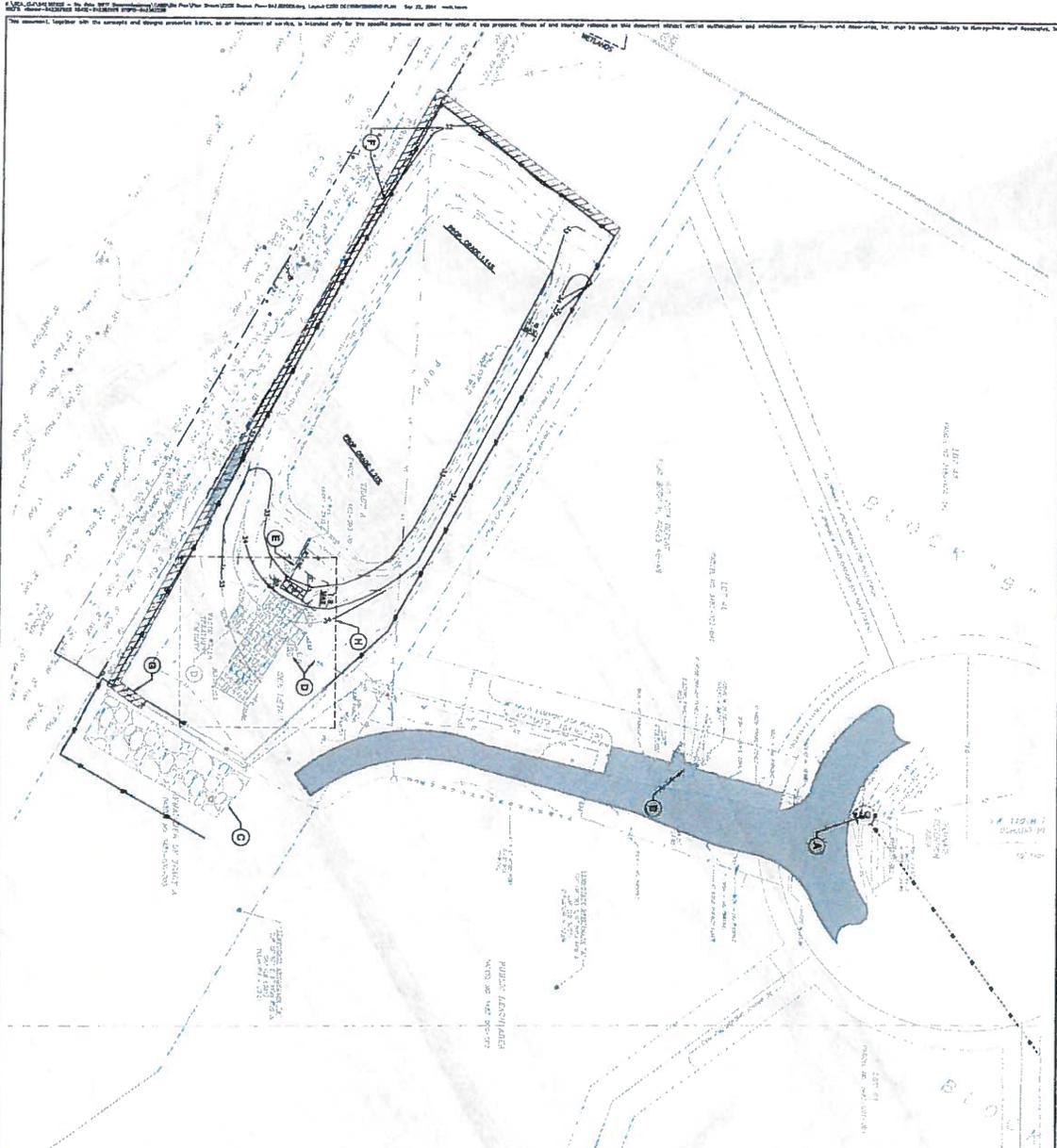
Witnesses:

Print name: _____

Print name: _____

Tenant:
Civic Association of Rio Vista, Inc.

JOSEPHINE WISE, PRESIDENT
Date signed: _____



DECOMMISSIONING PLAN LEGEND

- RIGHT OF WAY LINE
- EXISTENT LOT LINE
- PROPOSED ELEVATION CONTOUR
- PROPOSED DOUBLE ROW SUT FENCE
- EXISTING SANITARY PIPE
- EXISTING DRAINAGE TELEPHONE WIRE
- EXISTING POWER LINE
- EXISTING DRAINAGE TELEPHONE POWER POLE
- EXISTING 12" WATER MAIN
- EXISTING 12" WATER MAIN FACILITY TO BE REMOVED
- EXISTING 12" WATER MAIN FACILITY TO BE RELOCATED
- DECOMMISSIONING DRAIN-LINK TRENCH

DECOMMISSIONING LEGEND

- A EXISTING LAMPPOST TO REMAIN
- B REINSTATE EXISTING LEFT STATION - SEE SHEET C203 - LEFT STATION - 4
- C DETAILS FOR PROVISION ON RECONSTRUCTION
- D CONSTRUCTION DIMENSION, SHEET DETAIL SHEET C200 - DETAIL, DETAIL 1
- E EXISTING ELECTRICAL EQUIPMENT, SEE SEQUENCE NOTES
- F EXISTING EXPOSED PIPING, SEE SEQUENCE NOTES
- G REMOVE GATE AND USE AS PRIMARY DRAINAGE TO CONSTRUCTION AREA
- H SET (20) - FACILITY PLAN FOR DETAILS OF EXISTING WASTEWATER TREATMENT PLANT

DECOMMISSIONING SEQUENCE

1. CONSTRUCTION SHALL NOT COMMENCE DECOMMISSIONING OF WASTEWATER TREATMENT PLANT UNTIL ALL WASTEWATER TREATMENT PLANT FACILITIES HAVE BEEN CONSTRUCTED, CONNECTED TO THE REMAINING SPRINGS AND OPERATIONAL. ALL WASTEWATER TREATMENT PLANT FACILITIES SHALL BE OPERATIONAL AND FILLING PREVIOUSLY MENTIONED DOUBLE ROW SUT FENCE SHALL BE INSTALLED AND OPERATIONAL.
2. REMOVE EXISTING ELECTRICAL EQUIPMENT AND SERVICE PIPING FROM WASTEWATER TREATMENT PLANT TO SERVICE POOL.
3. REMOVE EXISTING ELECTRICAL EQUIPMENT AND SERVICE PIPING FROM WASTEWATER TREATMENT PLANT TO SERVICE POOL.
4. REMOVE EXISTING ELECTRICAL EQUIPMENT AND SERVICE PIPING FROM WASTEWATER TREATMENT PLANT TO SERVICE POOL.
5. REMOVE EXISTING ELECTRICAL EQUIPMENT AND SERVICE PIPING FROM WASTEWATER TREATMENT PLANT TO SERVICE POOL.
6. REMOVE EXISTING ELECTRICAL EQUIPMENT AND SERVICE PIPING FROM WASTEWATER TREATMENT PLANT TO SERVICE POOL.
7. REMOVE EXISTING ELECTRICAL EQUIPMENT AND SERVICE PIPING FROM WASTEWATER TREATMENT PLANT TO SERVICE POOL.
8. REMOVE EXISTING ELECTRICAL EQUIPMENT AND SERVICE PIPING FROM WASTEWATER TREATMENT PLANT TO SERVICE POOL.
9. REMOVE EXISTING ELECTRICAL EQUIPMENT AND SERVICE PIPING FROM WASTEWATER TREATMENT PLANT TO SERVICE POOL.
10. REMOVE EXISTING ELECTRICAL EQUIPMENT AND SERVICE PIPING FROM WASTEWATER TREATMENT PLANT TO SERVICE POOL.

EROSION CONTROL NOTES

1. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT CONSTRUCTION.
2. EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT CONSTRUCTION.
3. EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT CONSTRUCTION.
4. EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT CONSTRUCTION.
5. EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT CONSTRUCTION.
6. EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT CONSTRUCTION.
7. EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT CONSTRUCTION.
8. EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT CONSTRUCTION.
9. EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT CONSTRUCTION.
10. EROSION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT CONSTRUCTION.

<p>CALL 2 WORKING DAYS BEFORE YOU GO TO THE LAWM</p> <p>811</p> <p>FLORIDA SAFETY CENTER</p>	<p>RIO VISTA WWTF DECOMMISSIONING</p> <p>PREPARED FOR</p> <p>CITY OF DUNNELLON</p> <p>FLORIDA</p>	<p>DECOMMISSIONING PLAN</p> <p>RVA PROJECT 042382028</p> <p>DATE SEPTEMBER 2014</p> <p>SCALE AS SHOWN</p> <p>DESIGNED BY MALCOLM BRYANT, P.E.</p> <p>CHECKED BY LURNA JARVIS, REGISTERED PROFESSIONAL ENGINEER 65552</p> <p>DRAWN BY</p> <p>CHECKED BY</p>	<p>Kimley»Horn</p> <p>© 2014 KIMLEY-HORN AND ASSOCIATES, INC.</p> <p>823 NE FORT KING STREET, SUITE 200, Ocala, FL 34471</p> <p>PHONE 352-236-3000 FAX 352-236-3415</p> <p>WWW.KIMLEY-HORN.COM CA 30000986</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">ISSUED FOR CONSTRUCTION</td> <td style="width: 50%;">09/15/2014</td> </tr> <tr> <td>REVISED</td> <td>DATE</td> </tr> </table>	ISSUED FOR CONSTRUCTION	09/15/2014	REVISED	DATE
ISSUED FOR CONSTRUCTION	09/15/2014							
REVISED	DATE							

MASTER

UTILITY PURCHASE AGREEMENT

THIS UTILITY PURCHASE AGREEMENT ("**Purchase Agreement**") is made this 22nd day of August 2011, between the City of Dunnellon located at 20750 River Drive, Dunnellon, Florida 34431 ("**Purchaser**" or "**City**") and the Civic Association of Rio Vista Utilities, Inc., a Florida not-for-profit corporation, located at 10951 SW 186th Circle, Dunnellon, Florida 34432 c/o Registered Agent, Mary Sue Starling ("**Seller**" or "**Rio Vista**").

WHEREAS, Seller owns certain utility assets including the real property more particularly described in the Special Warranty Deed attached hereto and incorporated herein as **Exhibit "A"** (the "**Real Property**"), and other right, title and interest of the Seller in and to any of the assets more particularly described in the Bill of Sale attached hereto and incorporated herein as **Exhibit "B"** (the "**Other Property**"), and together with the Real Property, collectively referred to herein as the "**Assets**"), all of which are located in Marion County, Florida and used by Seller in connection with Seller's operation of a water distribution system ("**Water Facility**") and sewer facility (the "**Sewer Facility**"), and collectively with the Water Facility, referred to herein as the "**Utility Facilities**") serving, among other customers, the residents of the Rio Vista Community (the "**Community**"); and

WHEREAS, the Sewer Facility had been operated under Florida Department of Environmental Protection ("**FDEP**") permit number FLA012674, which has now expired, and Seller is not able to cure the deficiencies in the Sewer Facility that are the subject of Court Case # 42-2008-CA -002086-G and the resulting Contempt Citation against Seller in Case No. 42-2008-CA-002086-G (collectively, the "**FDEP Action**"); and

WHEREAS, the FDEP has, by letter confirmation attached hereto and incorporated herein as **Exhibit "C"**, provided written assurance that the FDEP will dismiss the FDEP Action, including without limitation the Contempt Citation directed at the Seller, if the City acquires ownership of the Sewer Facility; and

WHEREAS, the City is only willing to acquire the Sewer Facility if it also acquires the Water Facility, and accordingly the City desires to acquire all the Assets, which are located within the City's established Section 180.02 Utility Service District; and

WHEREAS, Seller, pursuant to its By-laws and Chapter 617, *Florida Statutes* (2010), called a Special Meeting on 6/25/11 and by a majority vote of the quorum voted to sell/transfer the Assets to the City; and

WHEREAS, under the terms and conditions set forth in the body of this Purchase Agreement, Seller is willing to sell and convey, and the City is willing to accept and acquire, the Assets in their "as is" condition with all faults and defects, and all right, title and interest of the Seller in and to any of the fixtures, equipment, personal property and intangible personal property of every nature or description located on or used in connection with: (i) the operation of Utility Facilities, including any and all utility infrastructure, and (ii) the Real Property; and

WHEREAS, the Purchaser/City, as good and valuable consideration for this purchase, has applied for a grant/loan from the FDEP to partially fund approximately 68.9% of the sewer connection costs between the City's central sewer facilities and the Sewer Facility (the "FDEP Grant"), by which the City will be able to cure the deficiencies in the Sewer Facility that are the subject of the FDEP Action; and

WHEREAS, Purchaser/City also intends to apply for an additional grant from the USDA to assist with defraying the remaining approximate 31.1% sewer connection costs after deducting the amount of the FDEP Grant (the "USDA Grant" and together with the FDEP Grant, the "Grants"); and

WHEREAS, as added consideration for the sale of the Assets by Seller to the City, the City will take immediate responsibility and liability for all Assets and for the operation and maintenance of the existing Utility Facilities, including responsibility for securing the FDEP Grant, pursuing the USDA Grant and the design and permitting of the Sewer Facility's connection to the City of Dunnellon's central sewer system. Further, upon the City assuming

these responsibilities and prior to the actual construction of the sewer extension, the City shall be responsible for ensuring that the FDEP expeditiously dismisses the FDEP Action, including the Contempt Order, against the Seller.

NOW, THEREFORE, recognizing the consideration and mutual covenants herein contained, the sufficiency of which is hereby acknowledged, Seller hereby agrees to sell and City agrees to purchase the Assets with the following terms and conditions:

1. The parties affirm the above-stated recitals to be true and correct, and incorporated herein by this reference.
2. Seller hereby agrees to sell, and City hereby agrees to acquire, the Assets for the sum of \$1.00, paid to Seller on the Closing Date (defined below) and upon Seller's delivery of the Closing Documents (defined below) to the City, all in accordance with the terms and conditions set forth herein below. The City shall pay all commercially standard costs related to said Asset transfer (including any transfer taxes and recording costs, if any), but Seller shall pay the costs of any legal counsel or other consultant representing Seller in connection with the Asset transfer.
3. Seller makes no warranties, expressed or implied, with respect to the condition and state of repair of the Assets, and Seller shall have no obligation or duty to alter, repair or replace any of the Assets. This disclaimer of warranties is expressly in lieu of and supersedes any and all representations and warranties expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, whether arising from statute, common law, custom or otherwise.
4. Upon acquisition of the Utility Facilities, the City shall operate and maintain the Utility Facilities providing: (i) sewer service to the utility's existing sewer customers listed on Exhibit "D" (the "Sewer Customers"), attached hereto and

incorporated herein by reference, and (ii) water service to the existing water customers listed on Exhibit "E" (the "Water Customers, and collectively with the Sewer Customers, referred to herein as the "Customers"), attached hereto and incorporated herein by this reference, all in accordance with all applicable governmental laws, rules, regulations and permits.

5. The City, upon approval by the Dunnellon City Council (the "Council") of the City's acquisition of the Assets, shall immediately begin necessary interim repair work on the Sewer Facility while simultaneously proceeding with the design and permitting of the connection between the Sewer Facility and the City's sewer system as delineated in Kimley-Horn and Associates, Inc, Utility Evaluation RioVista, dated April 2011, at page 8 entitled Capital Cost and Annual Operation and Maintenance Cost Estimate, and the three options titled Engineer's Opinion of Probable Cost to make the permanent connection as between the Sewer Facility and the City's sewer system, which is attached hereto and incorporated herein by reference as Exhibit "F".
6. The City will in good faith and with reasonable diligence pursue the Grants in an effort to reduce the sewer connection costs that will be due from the Sewer Customers in relation to the connection between the City's central sewer system and the Sewer Facility. In any event, the City hereby confirms that it shall not charge the Sewer Customers or any future sewer customers within the Community any more than the 31.1% of the connection costs, even if for some reason the FDEP Grant is not obtained by the City.
7. Once the form of this Purchase Agreement is agreed to, Seller's President shall have it executed on behalf of Seller and this Purchase Agreement will be submitted for the City Council's approval by a vote at a public hearing in August/September of 2011. Assuming this Purchase Agreement is approved by the City Council, this Purchase Agreement will be executed on behalf of the City no later than September 26, 2011, if not sooner and the Purchase Agreement

signed by the City will then be immediately delivered to Seller's President or their legal counsel. The date the City delivers this fully executed Purchase Agreement to Seller's President or their legal counsel shall be the "**Effective Date**" of this Purchase Agreement.

8. The closing of the Asset transfer shall occur on or before three (3) business days after the Effective Date hereof (the "**Closing Date**"). On the Closing Date, Seller shall execute and deliver the following documents in the forms attached hereto as Exhibits A & B (referred to collectively as the "**Closing Documents**"):

- (a) A Special Warranty Deed; and
- (b) Bill of Sale.

9. After the Asset transfer has been effectuated, the City shall indemnify and hold Seller harmless from and against any and all claims, costs, expenses (including attorneys' fees), losses and liabilities of whatsoever nature arising out of or occasioned by or in connection with the Assets and the Utility Facilities.

10. On the Closing Date, the City will immediately begin operating the Utility Facilities and providing water and sewer service to the Customers as previously provided by Seller. The City applies a twenty-five percent (25%) surcharge for water service and sewer service to all its utility customers located outside of the City limits, as authorized in Florida Statutes Section 180.191(1)(a). Therefore, as of the Closing Date, all Customers will begin to pay the rates for water and sewer service as are established by the City for all its water and sewer customers located outside of the limits of the City of Dunnellon (including the surcharge), and all Customers shall be responsible for paying to the City any utility deposits typically required by the City from all its water and sewer customers (the "**City's Deposit**", which is presently \$185 per customer) within 90 days after the Closing Date. Further, owners of properties currently connected to the Sewer Facility or connected to the Sewer Facility in the future will also be billed a capital charge of approximately \$20-40/month added to their monthly sewer bill until their pro-rata

share of the sewer connection is paid in full (approximately 15-20 years), in order to cover the remaining costs to connect the Sewer Facility to the City's central sewer facility after applying the Grants. This charge would affect current sewer customers and any new Customers that purchase or build upon lots that must connect to sewer. Billing, late charges and disconnect and reconnect fees will be as provided in the Dunnellon City Code for all customers located outside of the City of Dunnellon.

11. Upon execution of this Purchase Agreement by the Seller and City, the City will continue to provide water and sewer service at no cost to the restroom facility at the riverfront park ("**HOA Park**") owned by the Civic Association of Rio Vista, Inc., a Florida not-for-profit corporation, which is the homeowners' association for the Community ("**HOA**") for so long as the HOA allows the Dunnellon Police Department to use the HOA's boat ramp to access Rainbow Springs River. However, the City reserves the right to re-evaluate this arrangement in the future, upon written notice to the HOA.



12. In the interests of security and pursuant to the requirements of the United States Department of Home Land Security, the City will secure and patrol the Utility Facilities. The City Public Works Director, taking into consideration the intended future improvements to be made at the site, will determine whether and to what extent there may be more land than is necessary for the construction and maintenance of the Utility Facilities, and if there is such surplus land based on a determination made by the Public Works Director within 80 days after the Closing Date, the City will enter into a land lease arrangement with the HOA to provide for over-flow parking and storage related to the use and enjoyment of the HOA Park by those entitled to use the HOA Park for rent in the amount of \$1.00 per year.

11. The City recognizes, acknowledges and agrees that it is only buying the Real Property to be used in connection with the Utility Facilities and not for use by

members of the public, and that the City will not use, nor permit or facilitate the public use of, any the Real Property or the private property owned by the HOA, including but not limited to the HOA Park and the restroom thereon, and the Special Warranty Deed executed by Seller shall so restrict and will provide the HOA with a right of first refusal to acquire the Real Property if it is ever sold or transferred by the City.

12. With regard to the City's provision of water and sewer services to Customers located in the Community, the Seller has been a utility provider benefiting from the utility easements set forth in Restriction #16 of the HOA's Declaration, cited as follows: "Easements and rights-of-way are hereby expressly reserved on each side of all property lines for the creation, construction and maintenance of utilities, such as gas, water, telephone, telegraph, electricity, sewer, storm drains, public, quasi- public and private, as well as for quasi-public, private or quasi-public utility or function deemed necessary and/or expedient for the public health and welfare. Such easement and rights-of-way shall be confined to the rear five (5) feet and along the sides of every lot, plot or tract, and along every street in the above-referenced property, excepting where the owner has two or more contiguous tracts, easements are deleted between the tracts. The rights to cut and trim trees and shrubbery to the extent necessary to protect the above- described utilities, and to cut down and remove from time to time all dead, weak, leaning or dangerous trees that are tall enough to damage said utilities in falling". Further, to the extent assignable, Seller hereby assigns its status as utility provider entitled to use the utility easements and ingress and egress access to the Utility Facilities as provided in the Declaration. Further, Seller shall deliver Seller's key to the gate over the ingress and egress access road leading to the Utility Facilities.
13. Seller shall pay all accounts payable and other expenses of Seller as soon after Closing as commercially practical.

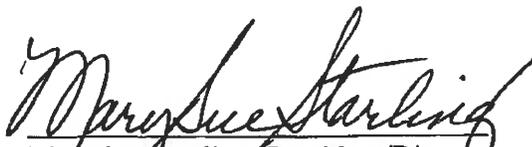
14. All the Seller's bank accounts (including savings and checking) remain owned by Seller and the funds therein shall be distributed to the Customers entitled thereto after all expenses of the Seller have been paid in full after closing, including Customer deposits, amounts paid by Customers in prepayment of future utility bills, amounts voluntarily paid by Sewer Customers in relation to the studies made in connection with the FDEP Action, and capital contributions made by Customers in connection with the acquisition of the Utility Facilities, etc.
15. This Purchase Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings relative thereto and may not be changed, altered or modified, except in writing, and shall be binding upon and insure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto. It is the intent of the parties that this is a true Purchase Agreement. No prior representations have been made by either party which contradicts the terms of this Purchase Agreement.
16. Any notices required or allowed to be delivered hereunder shall be in writing and may either be (1) hand delivered, (2) sent by recognized overnight courier (such as Federal Express) or (3) mailed by certified or registered mail, return receipt requested, in a postage prepaid envelope, and addressed to a party at the address set forth opposite the party's name in the first paragraph of this Agreement, or at such other address as the party shall have specified by written notice to the other party delivered in accordance herewith.
17. If it shall be necessary for either party to this Purchase Agreement to bring suit to enforce any provisions hereof or for damages on account of any breach of this Purchase Agreement, the substantially prevailing party on any issue in any such litigation and any appeals therefrom shall be entitled to recover from the other party, in addition to any damages or other relief granted as a result of such litigation, all

costs and expenses of such litigation and a reasonable attorneys' fee as fixed by the court.

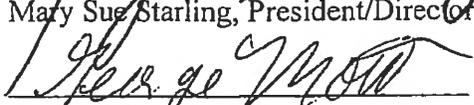
18. This Purchase Agreement may be executed in one or more duplicate counterparts, each of which shall when taken together be deemed to be a fully executed original.
19. The interpretation and enforcement of this Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Florida and shall bind, and the benefits and advantages shall inure to and be enforceable by the City and Seller as well as their respective personal representatives, heirs, successors and assigns. Whenever used, the singular name shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
20. Any provisions of this Purchase Agreement which by their terms imply obligations or commitments intended to survive the closing shall expressly survive the closing under this Purchase Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Purchase Agreement on the date first above written.

**CIVIC ASSOCIATION OF RIO VISTA
UTILITIES INC.**, a Florida not-for-profit
corporation



Mary Sue Starling, President/Director



George Mott/Director



Grace Burks, Treasurer/Director

APPROVED AS TO FORM

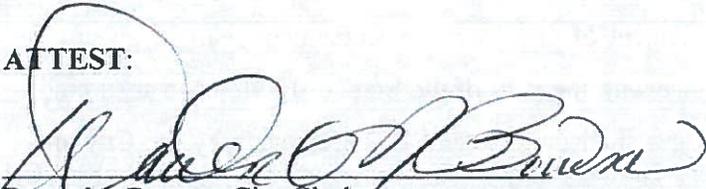
CITY OF DUNNELLON, FLORIDA

By: 

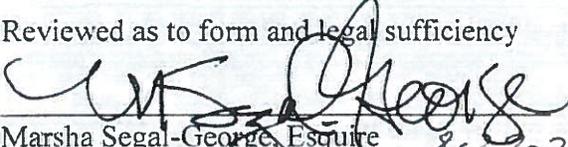
Fred Ward, Mayor

8-22-2011

ATTEST:


Dawn M. Bowne, City Clerk 8-22-2011

Reviewed as to form and legal sufficiency


Marsha Segal-George, Esquire 8-22-2011
Assistant City Attorney

EXHIBITS (to be attached)

- Exhibit A- Special Warranty Deed -Legal Description for the Real Property
- Exhibit B- Bill of Sale -- List of Other Property
- Exhibit C- Letter from FDEP
- Exhibit D- List of Sewer Customers/Accounts
- Exhibit E – List of Water Customers/Accounts
- Exhibit F- Capital Cost and Annual Operation and Maintenance Cost Estimate and the 3 capital options to connect Rio Vista Sewer to the City's central system