

**PALMER RANCH MASTER PROPERTY OWNERS ASSOCIATION**

**Special Meeting of the Board of Trustees**

**Friday, May 8, 2015, - 3:00 P.M.**

Covenant Life Presbyterian Church - Room 134

8490 McIntosh Road, Sarasota, Florida 34238

**MINUTES**

**Trustees Attended, Palmer Ranch Master Association (PRMA):** Sue Ambrecht, Fred Falkner, Kathrin Harris, Bob Holzman, Lee Katz, Cathy Leetzow, Bob Mills, Rob O'Connor, Russell Seifert, Barbara Tierney, Peggy Wells, and Garry Wharton.

Trustees absent: Steve Anderson, Laura Gilbert, and Steve Jeantet.

**PRMA Staff Attended:** Tracy Smith and Marianne Swan.

**Resident Members Attended:** Elaine F. Cox, Stoneybrook Estates; Kal Dudas, Stonebridge, and Lydia M. Moretti, Vintage Grand.

- I. **Convene/Quorum** – Meeting convened at 3:00 P.M. by Garry Wharton. A quorum was declared. Garry welcomed the community representatives and asked that they introduce themselves.
  
- II. **Old Business – None**
  
- III. **New Business:**
  - A. **Agreement for Temporary Water Usage:** Garry provided an update of what precipitated Taylor Morrison's request for the Agreement for Temporary Water Usage. **Motion by Garry Wharton, 2<sup>nd</sup> by Kathrin Harris to approve the attached Agreement for Temporary Water Usage between the Master Association and Taylor Morrison of Florida.** Discussion. **Motion approved unanimously.**
  
  - B. **Replacement of Association Legal Counsel:** Document distributed to Board of Trustees titled: "Introduction/Engagement" from Ulrich, Scarlett, Wickman & Dean, PA. Garry presented the recommendation to reconsider the current legal counsel, being the Law Office of Kevin Wells, to be replaced by Ulrich Scarlett Wickman, & Dean, PA, per document distributed.  
  
**Motion by Garry Wharton, 2<sup>nd</sup> by Russell Seifert to terminate the retainer agreement with Kevin Wells and enter into a retainer agreement with Richard Ulrich, of Ulrich, Scarlett, Wickman & Dean, PA..** Discussion. **Motion approved unanimously.**
  
- IV. **Community Representatives – Discussion: None**
  
- V. **Board of Trustees Meeting Schedule** – all Board Meetings held at Covenant Life Church, 8490 McIntosh Road, Sarasota, Fl.
  - A. Thursday, May 28, 2015 – 3pm
  - B. Thursday, July 23, 2015 – 3pm
  - C. Thursday, September 24, 2015 – 3pm
  - D. Thursday, November 19, 2015 – 3pm
  
- VI. **Adjournment: Motion by Lee Katz, 2<sup>nd</sup> by Fred Falkner to adjourn the meeting. Motion approved unanimously.** Meeting adjourned at 3:15PM.

Respectfully submitted,  
Barbara Tierney, Board Secretary,  
Palmer Ranch Master Property Owners Association

## AGREEMENT FOR TEMPORARY WATER USAGE

THIS AGREEMENT FOR TEMPORARY WATER USAGE (this "Agreement") is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2015 by and between **Palmer Ranch Master Property Owners Association, Inc.**, a Florida Not-For-Profit Corporation (the "Association"), whose address is 6142 Clark Center Avenue, Sarasota, Florida 34238, and **Taylor Morrison of Florida, Inc.**, a Florida corporation, whose address is 551 N. Cattlemen Road, Suite 200, Sarasota, Florida 34232 ("Taylor Morrison") (the Association and Taylor Morrison may hereinafter be referred to, individually, as the "Party" or, collectively, as the "Parties").

### Recitals

- A. The Association is the designated responsible entity for the Palmer Ranch Development of Regional Impact ("Palmer Ranch") that is tasked with owning, operating and maintaining certain common area lands and facilities within Palmer Ranch for the use and benefit of owners within Palmer Ranch, including a reuse water line used for irrigation purposes.
- B. Taylor Morrison is constructing a neighborhood within Palmer Ranch to be known as Cobblestone on Palmer Ranch, located on McIntosh Road, west of its intersection with East Sawyer Loop Road ("Cobblestone").
- C. In connection with its development of Cobblestone, Taylor Morrison has constructed a decorative wall along Cobblestone's frontage along McIntosh Road which is heavily landscaped and will, eventually be served by a permanent reuse water line to be installed by Taylor Morrison.
- D. Taylor Morrison does not yet have permanent reuse water available to serve Cobblestone for irrigation and, thus, is desirous of temporarily obtaining reuse water via the Association's line which is proximate to Cobblestone.
- E. The Parties are entering this Agreement to formalize Taylor Morrison's temporarily obtaining reuse water for irrigation within Cobblestone via the Association's reuse line pursuant to the terms contained herein.

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

- 1. Recitals. The Recitals contained above are true and correct and are incorporated herein.
- 2. Taylor Morrison's Obligations.
  - A. Taylor Morrison shall design, permit, install and maintain, at its sole cost and expense, a 2-inch reuse water connection line, water shut-off valve, and water meter on the Association's property to permit Taylor Morrison's use of Association's reuse main line (the "Improvements") to obtain reuse water for the sole purpose of irrigating landscaping installed along the McIntosh Road frontage of Cobblestone.

- B. The Improvements shall be located on the Association's property consistent with the Utility Plan, attached hereto and made a part hereof, as Exhibit "A."
  - C. The Improvements shall be sited and installed as inconspicuously as is reasonably possible. This shall include screening aboveground Improvements with landscaping.
  - D. Both the Improvements and landscaping installed to screen the Improvements shall be maintained by Taylor Morrison so that they are as attractive as reasonably possible.
  - E. The meter component of the Improvements shall be secured with a lock, the key for which shall be held by the Association.
  - F. Taylor Morrison shall pay for its water usage on a monthly basis at the rate of \$0.44 per 1,000 gallons. Payment shall be made within ten (10) days of the date Taylor Morrison receives a monthly invoice from the Association.
3. Association Obligations.
- A. The Association agrees to provide Taylor Morrison, its contractors, employees, and any other authorized agents, with reasonable access to its property described herein to construct, maintain, and use the Improvements and otherwise exercise its rights and carry out its obligations as set forth in this Agreement.
  - B. The Association agrees that its reuse main line identified in Exhibit "A," as served by the balance of the Association's reuse water system, shall be made available to Taylor Morrison to irrigate its landscaping installed along the McIntosh Road frontage of Cobblestone.
  - C. The Association agrees to cooperate and support Taylor Morrison in obtaining the necessary governmental permits relating to the Improvements.
4. Disruption of Service.
- A. Notwithstanding the foregoing, the Association assumes no responsibility for any loss or damage to Taylor Morrison's property, including the landscaping, as a result of a leak in the 2-inch reuse water connection line.
  - B. Further, in the event of a disruption of the reuse water for any reason not within the Association's control, the Agreement will be abated until the disruption is corrected. The Association shall work diligently and in good faith to correct the disruption as quickly as reasonably possible.
5. Term of Agreement. The term of this Agreement shall be two months from the date that the Improvements are completed by Taylor Morrison, which completion shall be memorialized in a written notice provided to the Association by Taylor Morrison. Taylor

Morrison shall have the right to exercise, in its sole discretion, two additional two-month extensions of the term of this Agreement. In no case shall the term of this Agreement be extended beyond December 31, 2015, without an amendment executed by both Parties memorializing such extension. Taylor Morrison must provide written notice to the Association at least ten days before the end of a two-month term if it wishes to exercise its option to extend the Agreement as provided in this Paragraph 5. Further, ten (10) days from the date of this Agreement's termination, Taylor Morrison shall remove the Improvements from the Association's property and restore such property as close to its present condition as is reasonably possible.

6. Association Termination Rights.
  - A. Should any applicable governmental agency pass a water rationing or restriction on the use of Association's reuse water, the Agreement may be abated until such rationing or restriction is lifted.
  - B. In the event Taylor Morrison's requested use of water exceeds the amount needed by the Association for the irrigation of the balance of the Association's properties, this Agreement may be abated until such time as there is sufficient reuse water capacity to meet the needs of both the Association and Taylor Morrison.
7. Indemnification. Taylor Morrison agrees to indemnify the Association for any damage caused by Taylor Morrison to the Association's property as a result of a leak from the connection line or its installation of the Improvements.
8. Remedies. In the event of a breach of this Agreement by either Party, the other Party shall have the right to commence an appropriate action in circuit court to enforce the terms of this Agreement. Venue for any such action shall be Sarasota County, Florida. The prevailing Party shall be entitled to its attorneys' fees and costs incurred at trial and on appeal.
9. Association Attorneys' Fees. Taylor Morrison shall pay the Association's reasonable attorneys' fees relating to preparing and reviewing this Agreement, not to exceed \$1,000.00. The amount of such fees shall memorialized in a written invoice conveyed to Taylor Morrison.
10. Amendment. This Agreement may be amended by written document executed by the Parties in the same manner as this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement, effective as of the date and year first set forth above.

WITNESSES:

\_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

**“Taylor Morrison”**

**TAYLOR MORRISON OF FLORIDA, INC.,**  
a Florida corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

WITNESSES:

\_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

**“The Association”**

**PALMER RANCH MASTER PROPERTY OWNERS  
ASSOCIATION, INC.,**  
a Florida Not-For-Profit Corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_