

THIS STORMWATER MANAGEMENT SYSTEM USE AUTHORIZATION AND MAINTENANCE AGREEMENT (hereinafter, this "Agreement") is made effective as of _____, by and between **Watermill Master Association, Inc.**, a Florida non-profit corporation (hereinafter, "Watermill") and **Oakleaf 31 Development Corp.**, a Florida corporation (hereinafter, "Oakleaf").

RECITALS

A. Watermill is a property owners' association responsible for the administration of the Declaration of Covenants, Conditions, Restrictions and Easements for Watermill and Notice of Assessments for Watermill Master Association, Inc., recorded in the Official Record Book 9927, at page 1781, of the public records of Duval County, Florida, as the same has been amended and supplemented from time-to-time (hereinafter, the "Watermill Declaration").

B. Oakleaf is the owner and developer of that certain property called the Oakleaf Development (defined below) adjacent to the Watermill Development (defined below) on which a proposed retail/commercial site center, including a proposed Wawa gas station and convenience store and an Aldi grocery store are to be located.

C. Oakleaf has caused to be recorded a Declaration of Easements, Covenants, Conditions and Restrictions for its property in the Official Record Book 18274, at page 94, of the public records of Duval County, Florida, (hereinafter, the "Oakleaf Declaration").

D. Portions of the residential development subject to the terms of the Watermill Declaration (hereinafter, the "Watermill Development") and portions of the retail/commercial site center subject to the terms of the Oakleaf Declaration (hereinafter, the "Oakleaf Development") share a common master stormwater management and drainage system (hereinafter, the "Master System").

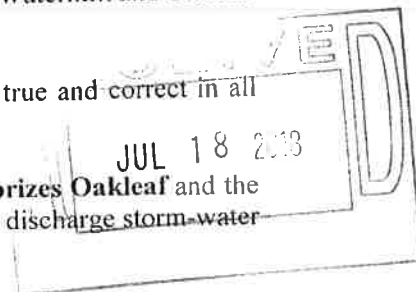
E. Oakleaf has obtained by assignment a Stormwater Management System permit with the St. Johns River Water Management District (hereinafter, the "District"), also known as Permit No. IND-031-17232-47, with related June 30, 2015, Transfer Permit No. 17232-49 (hereinafter, collectively, and as such may be modified, transferred and converted, the "Permit"). The Permit contemplates and authorizes the Oakleaf Development to connect to, tie-in to, or otherwise contribute to the Master System.

F. Pursuant to Condition #25 of the original Permit (#24 of the related Transfer Permit)(the "Permit Construction Condition"), Oakleaf must obtain legal authorization from Watermill to utilize the offsite Master System for drainage purposes. The Permit requires that the legal authorization be obtained and proof of the authorization be provided to the District as set forth therein.

G. The parties desire to hereby establish and set forth their respective rights and responsibilities with respect to the Master System.

NOW THEREFORE, in consideration of the good and valuable consideration set forth and required herein, the receipt and sufficiency of which are acknowledged by each of the parties, Watermill and Oakleaf hereby agree as follows:

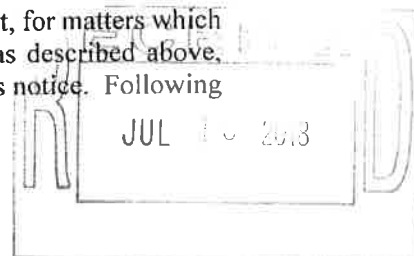
1. Recitals. The parties agree and confirm that the above-stated recitals are true and correct in all material respects.
2. Authorization of Pond System Use. **Watermill hereby irrevocably authorizes Oakleaf** and the applicable portions of the Oakleaf Development which do and will contribute or discharge storm-water



drainage waters to the Master System, and all other owners/holders of the Permit or rights thereunder, and grants and conveys to Oakleaf and all Authorized Users (defined below) the license, right and easement, to **utilize the offsite stormwater management Master System (including the ponds therein) for drainage purposes** in accordance with the Permit and the Master Permit (defined below). **This authorization is intended by the parties to satisfy in full the requirement to obtain authorization from Watermill for offsite drainage system utilization as required by the Exhibit A Permit Construction Condition.** Notwithstanding anything to the contrary herein, this authorization and grant is intended to be and shall be irrevocable, permanent and perpetual in nature and shall benefit and may be relied upon hereafter by (i) the District (which is authorized to retain a copy of this Agreement with the Master Permit and Permit for the duration of those permits, regardless of future transfers of ownership of lands involved) and (ii) Oakleaf and all successor owners/holders of the Permit which own a respective portion of the Oakleaf Development property utilizing the Master System as contemplated by and in accordance with the Master Permit and the Permit ("Authorized Users", and each an "Authorized User") in connection with the Oakleaf Development, including without limitation Oakleaf 31 Center Property Owners Association, Inc..

3. Maintenance and Repair of Master Drainage System. Watermill and Oakleaf acknowledge and confirm their respective obligations to maintain the Master System in accordance with the terms and conditions of the Watermill Declaration (as to the Watermill Development) and Oakleaf Declaration (as to the Oakleaf Development), respectively, and all applicable statutes, rules, regulations and permit requirements. Watermill acknowledges that the Master System storm-water retention ponds and related facilities being utilized for storm-water drainage and retention by Oakleaf (to the extent not located in the Oakleaf Development), pursuant to the Permit, are entirely located within the Watermill Development. As such, Watermill will be solely responsible for the continuing maintenance and operation of the Master System to the extent located within the Watermill Development pursuant to the Watermill Declarations and the Master Permit. Watermill hereby acknowledges and agrees to comply with all terms and conditions of the Master Permit. Given Oakleaf Development's projected contribution of drainage water to the Watermill part of the Master System, Oakleaf hereby agrees to pay (as Oakleaf Development's share of costs in exchange for such shared use) a one-time lump sum payment to Watermill of \$10,000.00 for use by Watermill for any (and all) ongoing, and past and future, Watermill Master System maintenance and repair costs and fees. This payment shall be due to Watermill within thirty (30) days of execution of the Agreement. For clarification, no other past, present or future Master System maintenance repair or replacement fees, costs or charges (or portion or share thereof) shall be required from Oakleaf or any other Oakleaf Development owner/user; provided this sentence shall not affect the obligations of Oakleaf set forth in the following Section.

4. Oakleaf Obligations. Oakleaf (and each Authorized User receiving the benefit of the Permit) hereby acknowledge and agree to comply with all terms and conditions of the Permit. Oakleaf acknowledges that in the event that Pollutants (defined below) which are directly created or sourced from and by Oakleaf's (or any respective successor Authorized User owner's) or its tenant's or lessee's, respective (i) actions, (ii) omissions and (iii) operations 'not in compliance with law', on the Oakleaf Development, are contributed to (i.e.: discharged into) the Master System, then upon becoming aware of same, Oakleaf or the responsible Authorized User, as applicable, shall take or cause to be taken such corrective and remedial action as are required by applicable law and/or as lawfully determined by the District. In the event that Oakleaf or such Authorized User fails to take such action within the time permitted by law, Watermill shall give Oakleaf (or the applicable successor Authorized Users) prior written notice of the need for such corrective or remedial action or shall so notify the District. In the event that Oakleaf (or applicable successor Authorized Users) do not commence corrective or remedial action within thirty (30) days of its receipt of such notice, or notice from the District, for matters which are Oakleaf's (or the Authorized Users') responsibility to remediate or correct as described above, Watermill may thereafter perform the corrective or remedial action specified by its notice. Following



such corrective or remedial action, Watermill shall deliver to Oakleaf (and other responsible parties, as applicable) an itemized description of all costs incurred by Watermill in connection with such corrective or remedial action, for reimbursement by Oakleaf or the applicable Authorized User to the extent of that party's proper responsibility (or its share of such responsibility if more than cause or source or person is ultimately determined responsible) under this Agreement or applicable law. In the event that the responsible party shall fail to reimburse or pay Watermill for all such costs within thirty (30) days of its receipt of such itemized costs from Watermill, all such costs shall bear interest at a rate of eighteen percent (18%) per annum, and Watermill shall have all rights and remedies as may be provided at law or in equity. As used herein, "Pollutants" means any "product" as defined in (Fla.) Statute Section 377.19(23), and any pesticides, ammonia, chlorine, and derivatives thereof, excluding liquefied petroleum gas (as such term is defined in Fla. Statute Section 376.301). Provided, notwithstanding the terms of this Section 4, except as otherwise provided or required by applicable law or environmental regulation, Oakleaf (and any successor Authorized User owner) shall not be liable or responsible for or to the extent of any Pollutant (x) created, sourced or caused by a person, action or omission that is not under the reasonable authority/control of Oakleaf (or that successor Authorized User owner, respectively) or a tenant or lessee of Oakleaf (or of such successor Authorized User owner), such as (for example without limitation of the foregoing) retail customers choosing to visit an Oakleaf Development business, or (y) created or sourced on or from lands outside the Oakleaf Development. For clarification, in event of claims made under this Agreement, Oakleaf (and each such Authorized User) retains and does not waive its rights to defend and contest in good faith its liability or responsibility for Pollutants, in accordance with applicable due process under law or in equity.

5. The District Permit. The parties acknowledge that the Master System is subject to Permit No. 40-031-17232 issued by the District (hereinafter, as such may be modified, transferred and converted, the "Master Permit"). The parties hereby agree to such reasonable modification, assignment, and conversion of such permits (i.e.; the Permit and the Master Permit) as shall be necessary to accomplish the transfer or issuance of operating permits to the parties for the portions of the Master System located within the Watermill Development and the Oakleaf Development, respectively (including without limitation the transfer of the Permit or rights thereunder in material parts to a property owner's association as to the common areas in the Oakleaf Development, or to new owners as to 'buildable sites' transferred in Oakleaf). The parties agree to, upon written request of the other, not unreasonably withhold, delay or condition their respective execution of any and all documents reasonably necessary to effect such modification, conversion and transfer of the Master Permit and the Permit to successor owners/holders thereof.

6. No Other Benefitted Lands. In no event shall any right or easement granted or assigned by this Agreement to either party be construed to benefit any property other than the Watermill Development and the Oakleaf Development, and nothing contained in this Agreement shall create any rights for the benefit of the general public.

7. Notices. All notices required or permitted to be given under this Agreement shall be in writing and deemed given when (a) hand delivered by the sender, or (b) via facsimile or email with confirmation of receipt, with a copy sent the next day by hand delivery or U.S. first class mail, addressed as follows:

If to Watermill:

Watermill Master Association, Inc.
C/O Charles W. Brown, Jr., Esq.
Crabtree Law Group, P.A.
8777 San Jose Boulevard
Building A, Suite 200



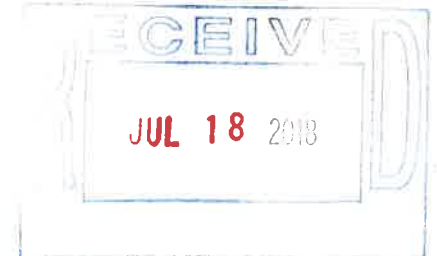
Jacksonville, FL 32217
(904) 732-9701 (telephone)
(904) 732-9702 (facsimile)
cwb@crabtreefirm.com

If to Oakleaf:

Oakleaf 31 Development Corp.
12276 San Jose Blvd, Suite 618
Jacksonville, Florida 32223
Attn: Kevin Carpenter, President
Email: kcarpenter@advantus.com

Each party shall be entitled to change the address to which notices shall be given hereunder by giving prior written notice of such change to the other party in the manner set forth above.

8. Governing Law and Venue. The laws of the State of Florida shall govern this Agreement and any litigation brought to enforce any right or remedy arising under this Agreement shall be filed in a court of competent jurisdiction located within Duval County, Florida.
9. Severability. In the event any provision of this Agreement shall be determined to be void, unlawful or otherwise unenforceable, such provision shall be deemed severable from the remainder of this Agreement and such void, unlawful or unenforceable provision shall be replaced automatically by a provision containing terms as nearly as possible to the void, unlawful or unenforceable provision, but which still remains valid and enforceable, and this Agreement as so modified shall continue to be in full force and effect.
10. Attorney's Fees. In the event that either party is required to enforce this Agreement by litigation, the prevailing party in such litigation shall be entitled to recover its costs and reasonable attorney's fees incurred from the non-prevailing party, for pretrial preparation, trial, and appeal.
11. Amendment. This Agreement may not be changed, amended, modified or terminated except by an instrument in writing executed by Watermill, Oakleaf, or their respective successors and assigns.
12. Binding Effect; Append to Permits. This Agreement shall be binding upon and inure to the benefit of Watermill, Oakleaf and their respective successors and assigns (including without limitation future assignees/transferees of the Master Permit and Permit and/or rights thereunder). To the extent permitted by law, this Agreement shall be deemed to permanently satisfy the Permit requirement of authorization to be obtained from the holder of the Master Permit (for shared offsite drainage system utilization), and no further authorizations from the current or future Master Permit holders shall be required regardless of any subsequent transfer of ownership or modifications of the Master Permit or Master System, or of the Permit or Oakleaf Development; and this Agreement shall be deemed to append to and supplement the Master Permit and Permit to that extent.
13. Conditioned on District Approval; Further Assurances; Record Notice. The obligations under this Agreement are conditioned on District approval as to satisfy the Permit Construction Condition. Each of Watermill and Oakleaf hereby agrees to perform, execute and/or deliver or cause to be performed, executed and/or delivered, any and all further reasonable confirmations, agreements and assurances as the District may reasonably require for its approval including to evidence and grant to Oakleaf the authorization to use (offsite) drainage per the Permit Construction Condition. Upon request of Oakleaf or Watermill to the other, each party agrees to execute and deliver to the other a notice of this Agreement



and its authorization grant with respect to the Permit, Master Permit and Master System, to be recorded in the public records of Duval County, Florida.

IN WITNESS WHEREOF, the parties have caused these presents, this **STORMWATER MANAGEMENT SYSTEM USE AUTHORIZATION AND MAINTENANCE AGREEMENT**, to be executed effective as of the day and year first above written.

Signed and Sealed in Our
Presence as Witnesses:

WATERMILL:

WATERMILL MASTER ASSOCIATION, INC.,

a Florida not-for-profit corporation

Sign *Warren H. Sahl*
Print WARREN H. SAHL

By: *[Signature]*
Print: DARREN W. HOLSEY
Title: President

Sign *Christopher C. Ramsley*
Print CHRISTOPHER C. RAMSLEY

Signed and Sealed in Our
Presence as Witnesses:

OAKLEAF:

OAKLEAF 31 DEVELOPMENT CORP.,

a Florida corporation

Sign *Paula Olszewski*
Print Paula Olszewski

By: *[Signature]*
Print: Kevin D. Carpenter
Title: President

Sign *Jamie Thompson*
Print Jamie Thompson

