

MEMORANDUM OF AGREEMENT BETWEEN THE ROCKY BAYOU OWNER'S
ASSOCIATION, INC. (RBOA) AND ROCKY BAYOU COUNTRY CLUB (RBCC)

September 23, 1994

1. RBOA agrees to assume all funding and project management responsibilities for repairing the riser boxes, standpipes and outflow devices in Lakes Amick and Werk as well as the dams and outflow devices connecting Lakes Amick and Phelps and Lakes Werk and Kinney.
2. RBCC agrees to assume all funding and project management responsibilities for repairing the riser boxes, standpipes and outflow devices in Lakes Kinney and Phelps as well as the dams and outflow devices connecting Lakes Kinney and Phelps and Lakes Kinney and Henderson whenever such project is completed.
3. RBOA and RBCC mutually agree to waive any monetary claim against each other for the cost differential of work performed in accordance with the agreements set out in paragraphs 1 and 2 above.
4. After RBOA completes its projects to repair the water control devices and dams of Lakes Amick and Werk, RBCC agrees to maintain the Amick and Werk dams, inspect the Amick dam annually and file the annual Amick inspection report. RBOA agrees to maintain the riser boxes, standpipes and outflow devices located in Lakes Amick and Werk.
5. It is mutually agreed that the water levels on Lakes Kinney and Phelps must be lowered to complete the repairs to the Lakes Amick and Werk dams. It is further agreed that the best and safest method to lower these lakes is to remove the trash guards, notch the standpipes progressively lower and cut the standpipes at the required water levels. At that point the trash guards will be remounted. When work is completed, the tops of the pipes will be replaced with new pipes and attached to the existing standpipes using 12" neoprene gaskets, 24" bituminous-coated corrugated steel bands and four steel banding rods and silo lugs. The existing trash guards will be reattached.
6. Replacement of the outflow pipe from Lake Werk to Lake Kinney will require trenching across No. 10 fairway. RBOA and RBCC will negotiate a mutually agreeable procedure for turf preservation and replacement. RBOA agrees to stake the area effected by trenching to facilitate turf removal. RBOA also agrees to smooth the effected area prior to turf/sod being replaced.
7. To repair the outflow device into Lake Kinney, RBOA estimates it will have to remove 20% to 33% of the bulkhead at Lake Kinney. If RBCC would like the entire bulkhead reworked, RBOA agrees to pay 20% to 33% of the project cost. RBOA's contractor will provide a cost estimate of the total project, including a breakout of cost percentages, if desired by RBCC.

8. RBCC agrees to identify the ingress/egress route for all heavy equipment to be used on the golf course. RBOA agrees to level all areas effected by the movement of such equipment at the completion of the projects.

9. RBOA agrees to remove only those trees from the face of the Amick/Phelps dam as is consistent with Northwest Florida Water Management District's requirements and to restore the cart path to a usable condition using sand or dirt. It is mutually agreed that bahia will provide a proper ground cover on the dam and that RBOA will pay for the seed and mulch it upon completion of the repairs.

10. RBCC agrees to identify (stake) all utility lines and/or cables on the Amick and Werk dams, and all other affected areas, prior to RBOA commencing excavation. RBCC further agrees to shut off identified water lines during excavation work. It is mutually agreed that RBOA will be responsible for any damage resulting from its contractor cutting or damaging an identified pipe or cable, and RBCC will be responsible for any damage/delay resulting from its failure to identify pipe or cable which is cut or damaged by RBOA's contractor.

11. RBOA and RBCC agree that RBOA's contractor, B&H Earthmoving Contractors, Inc., will provide proof that he has Contractor's Liability Insurance of at least \$500,000.00 before work commences on the RBCC leasehold property or Lakes Kinney and Phelps. Additionally, RBOA will provide RBCC with proof that B&H Earth Moving Contractors has workman's compensation insurance.

12. RBOA agrees to lower the water level of Lake Henderson as required for any future repairs RBCC undertakes on Lakes Kinney and Phelps. Such drawdown will be during the nongrowing season, unless an emergency exists.

13. RBOA and RBCC each agree to appoint a project officer to coordinate work between the parties and with the contractor. Only the project officers will be authorized to discuss work related matters with the contractor.



C. B. Faile
President, Board of Directors
Rocky Bayou Country Club



Barton L. Spillman
President, Board of Directors
Rocky Bayou Homeowner's Assn.