RESOLUTION NO. 92-M-20

A RESOLUTION PERTAINING TO ORANGE COUNTY PROCEDURES FOR PERFORMING MINISTERIAL DUTIES AND A DELEGATION OF AUTHORITY WITH REGARD TO THE PUBLIC UTILITIES DIVISION CONSENT AGENDA; DELEGATING TO THE COUNTY CHAIRMAN THE ABILITY TO CONSIDER APPEALS OF WATER OR WASTEWATER METER FEES, RATES OR BILLINGS, APPEALS OF REQUIREMENTS TO CONNECT TO ORANGE COUNTY WATER OR WASTEWATER SYSTEMS, AND REQUESTS FOR WHOLESALE SERVICE TO OR FROM OTHER UTILITIES; AUTHORIZING THE COUNTY CHAIRMAN TO APPROVE CERTAIN TYPES OF DOCUMENTS: (1) CONSENTS TO ASSIGNMENT OF WATER AND WASTEWATER FACILITIES AGREEMENTS TO NEW OWNERS, (2) COLLATERAL ASSIGNMENTS FOR SEWER CAPACITY, (3) GRANT APPLICATIONS, (4) AUTHORIZATION FOR EXPENDITURE OF GRANT MONEY WITHIN BUDGET, (5) REGULATORY CONSENT ORDERS WITHOUT MONETARY FINES, AND (6) "CORRECTIVE DOCUMENTS"; RATIFYING THE ABILITY OF THE COUNTY COMPTROLLER AS CLERK OF THE BOARD OF COUNTY COMMISSIONERS TO ATTEST TO THE COUNTY CHAIRMAN'S SIGNATURE ON ANY OF THE DOCUMENTS DESCRIBED IN THIS RESOLUTION; DELEGATING TO THE ORANGE COUNTY PUBLIC UTILITIES DIRECTOR THE ABILITY TO APPROVE OVERSIZING OF WATER AND WASTEWATER MAINS WITHIN BUDGET, WATER AND WASTEWATER CAPACITY BUYBACKS, WATER AND WASTEWATER CAPACITY PERMIT TRANSFERS, APPROVAL OF TEMPORARY ROAD CLOSURES AND TRAFFIC REROUTING, "FLORIDA POWER CORPORATION DISTRIBUTION EASEMENT AGREEMENTS" IN SUBSTANTIALLY THE FORM ATTACHED AS EXHIBIT "1" TO THIS RESOLUTION, AND REQUESTS FROM OTHER UTILITIES TO PROVIDE TEMPORARY SERVICE FOR LESS THAN TWO YEARS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 107 of Article I of the Orange County Charter the establishment and adoption of policy is the responsibility of the legislative branch of the Orange County Government;

WHEREAS, Article II of the Orange County Charter more particularly sets forth the duties and powers of the Orange
County Board of County Commissioners (hereinafter the "Board") as the legislative branch of the Orange County Government;

WHEREAS, Section 207 of Article II of the Orange County Charter states that the duties of the Board include but are not limited to: (1) enacting ordinances; (2) enacting resolutions; (3) enacting administrative codes; (4) approving capital budgets; (5) considering conducting continuing studies in the operation of county programs and services; and (6) enacting of countywide ordinances;

WHEREAS, Section 302 of Article III of the Orange County Charter details the duties of the County Chairman, as head of the executive branch of the Orange County Government, which duties include, but are not limited to, the management and operation of all elements of county government under the jurisdiction of the Board, consistent with the policies, ordinances and resolutions enacted by the Board;

WHEREAS, Section 302(d)(4) of Article III of the Orange County Charter further specifies that the County Chairman shall be responsible for the execution of all contracts and legal documents.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY:

Section 1. The Board hereby delegates to the County Chairman or her designee the ability to consider and approve, or otherwise dispose of, the following: (1) appeals of water or wastewater meter fees, rates or billings, (2) appeals of requirements to connect to Orange County water or wastewater systems, and (3) requests for wholesale service to or from other utilities.

Section 2. The Board authorizes the County Chairman or her designee to review, approve, and execute the following types of documents:

a. Consents to Assignment of Water and Wastewater Facilities Agreements to New Owners;
b. Collateral Assignments for Sewer Capacity;
c. Grant Applications;
d. Authorization for Expenditure of Grant Money Within Budget;
e. Regulatory Consent Orders Without Monetary Fines.

Section 3. The Board hereby delegates to the County Chairman or her designee the ability to approve and execute any "corrective document" necessary to correct a clerical or related scrivener's error in a document previously executed by Orange County.

Section 4. The Board further resolves that the County Comptroller as Clerk of the Board of County Commissioners, or her designee, shall have the authority to execute and attest to the County Chairman's signature on any of the documents mentioned herein.

Section 5. The Board delegates to the Orange County Public Utilities Director the ability to approve the following with regard to public or private construction projects in Orange County: (1) oversizing of water and wastewater mains within budget, (2) water and wastewater capacity buybacks, (3) water and wastewater capacity permit transfers, (4) approval of temporary road closures and traffic rerouting, but only with the approval of the County's Traffic Engineering Department (when any type of construction work is being done in County right-of-way), (5) "Florida Power Corporation Distribution Easement Agreements" provided
that any such agreement is in substantially the form attached as Exhibit "1" to this Resolution; and (6) requests from other utilities to provide temporary service or have temporary service provided to the County for two years or less.

Section 6. Effective Date. This Resolution shall become effective this 5TH day of May, 1992.

ORANGE COUNTY, FLORIDA
BY: Bill Donegan, Commissioner
FOR THE
County Chairman
DATE: MAY 05 1992

ATTEST: Martha O. Haynie, County Comptroller
As Clerk of the Board of County Commissioners
BY: Deputy Clerk
DISTRIBUTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, their successors, lessees and assigns ("GRANTOR"), in consideration of the mutual benefits, covenants and conditions herein contained, did grant and convey to FLORIDA POWER CORPORATION, a Florida corporation ("GRANTEE"), P.O. Box 14042, St. Petersburg, Florida 33733, and to its successors, lessees and assigns, an easement to install, operate and maintain in perpetuity or until the use thereof is abandoned, such facilities as may be necessary or desirable for providing electric energy and service and communication services; by GRANTEE or others; said facilities being located in the following described "Easement Area" within GRANTOR's premises in County, Florida, to wit:

The rights herein granted to GRANTEE by GRANTOR specifically include: (a) the right for GRANTEE to patrol, inspect, alter, improve, repair, rebuild, relocate, and remove said facilities; (b) the right for GRANTEE to increase or decrease the voltage and to change the quantity and type of facilities; (c) the right for GRANTEE to clear the Easement Area of trees, limbs, undergrowth and other physical objects which, in the opinion of GRANTEE, endanger or interfere with the safe and efficient installation, operation or maintenance of said facilities; (d) the right for GRANTEE to trim or remove any timber adjacent to but outside the Easement Area which, in the opinion of GRANTEE, endangers or interferes with the safe and efficient installation, operation or maintenance of said facilities; (e) the reasonable right for GRANTEE to enter upon land of the GRANTOR adjacent to said Easement Area for the purpose of exercising the rights herein granted; and (f) all other rights and privileges reasonably necessary or convenient for GRANTEE's safe and efficient installation, operation and maintenance of said facilities and for the enjoyment and use of said easement for the purposes described above.

GRANTOR hereby covenants and agrees that no buildings, structures or obstacles (except fences) shall be located, constructed, excavated or created within the Easement Area. If fences are installed, they shall be placed so as to allow ready access to GRANTEE's facilities and provide a working space of not less than six feet (6') on the opening side and one foot (1') on the other three sides of any pad mounted transformer. If GRANTOR's future orderly development of the premises is in physical conflict with GRANTEE's facilities, GRANTEE shall, within 60 days after receipt of written request from GRANTOR, relocate said facilities to another mutually agreed upon Easement Area in GRANTOR's premises, provided that prior to the relocation of said facilities, GRANTOR shall pay to GRANTEE the full expected cost of the relocation as estimated by GRANTEE, and if GRANTOR shall execute and deliver to GRANTEE, at no cost, an acceptable and recorderable easement to cover the relocated facilities. Upon the completion of the relocation, the easement herein shall be considered cancelled as to the portion vacated by such relocation.

This document prepared by H. A. FVERTZ III
Real Estate Dept., Fla. Power Corp.
P.O. Box 14042, St. Petersburg, Fl. 33733-4042

Exhibit "1"
GRANTOR covenants not to interfere with GRANTEE's facilities within the Easement Area in GRANTOR's premises and GRANTOR further covenants to indemnify and hold GRANTEE harmless from any and all damages and injuries whether to persons or property, resulting from interference with GRANTEE's facilities by GRANTOR or by GRANTOR's agents or employees.

GRANTOR hereby warrants and covenants (a) that GRANTOR is the owner of the fee simple title to the premises in which the above described Easement Area is located, (b) that GRANTOR has full right and lawful authority to grant and convey this easement to GRANTEE, and (c) that GRANTEE shall have quiet and peaceful possession, use and enjoyment of this easement.

All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the successors, lessees and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the GRANTOR has caused this easement to be signed in its corporate name by its proper officers thereunto duly authorized and its official corporate seal to be hereunto affixed and attested this ______ day of ______.

WITNESSES:

GRANTOR

IN NAME OF CORPORATION:

BY: ____________________________

President

ATTEST:

______________________________

Secretary

*(Names must be typed or printed under each signature.)

STATE OF ____________________________
COUNTY OF ____________________________

The foregoing easement was acknowledged before me this ______ day of ______, ______.

BY: ________________________________ as ____________________________

President; and by: ________________________________ as ____________________________

Secretary, respectively.

of: ________________________________

a corporation of the State of: ____________________________ on behalf of the corporation as GRANTOR.

______________________________
Notarizing Public

My Commission Expires: ____________________________