SEE SUPPLEMENTAL

LAKE NONA RESOLUTIONS:

FIRST SUPPLEMENTAL LAKE NONA ANNEX RESOLUTION #94-M-16 and Exhibit "A"

2ND SUPPLEMENTAL LAKE NONA ANNEX RESOLUTION #94-M-22 and Exhibits A,B,C,D

Please keep this permanently attached to Reso #94-M-15.

See Customer Service Desk Agreement Index for related documentation.
WHEREAS, Orange County is charged by the Constitution and laws of Florida and the Orange County Charter with providing to its citizens a full range of local government services, including, but not limited to, law enforcement, fire protection, stormwater drainage, potable water service, wastewater disposal service, parks, and environmental land conservation; and

WHEREAS, Orange County is required by state law, specifically the Local Government Comprehensive Planning and Land Development Act, which is Part II, Chapter 163 of Florida Statutes (1993) (the "Growth Management Act"), to adopt and implement a comprehensive plan to guide and control future development in a way that promotes and improves public health, safety, comfort, good order, law enforcement, fire protection, and general welfare; and

WHEREAS, Orange County is required by the Growth Management Act to facilitate the adequate and efficient provision of transportation, water, wastewater, parks, recreational facilities and other requirements and services; and

WHEREAS, the Growth Management Act is intended to encourage and ensure cooperation between municipalities and counties and to encourage and ensure coordination of planning and development activities of units of local government; and

WHEREAS, the Growth Management Act, specifically Subsection 163.3171(3) of Florida Statutes (1993), expressly authorizes the joint exercise of powers granted under the Growth Management Act to cities and counties upon official agreement by the governing bodies involved; and

WHEREAS, the Growth Management Act, specifically Subsection 163.3177(6)(h), requires all cities and counties to adopt "intergovernmental coordination" elements to their
comprehensive plans, which must include (i) a process to determine if development proposals would have significant impacts on other local governments, (ii) a process for mitigation such extra jurisdictional impacts, and (iii) procedures to identify and implement joint planning areas, especially for the purpose of annexation and joint infrastructure service areas; and

WHEREAS, the City of Orlando has recently annexed, is in the process of annexing, or will soon consider the annexation of thousands of acres of land in southeast Orange County, such lands commonly known as the Lake Nona Development of Regional Impact, the "Swissco" property, the Randall/Johnson Trust property, and the "Poitras" property; and

WHEREAS, the annexation of those properties and the annexation of properties outside of the annexation boundaries created by the City and County will unquestionably involve or result in development proposals that have significant material, adverse extra-jurisdictional impacts outside the City's jurisdiction, and, consequently, steps should be taken to mitigate such impacts; and

WHEREAS, absent a joint planning agreement and a wastewater service territorial agreement between the County and the City of Orlando, as well as a water service territorial agreement between the County and the Orlando Utilities Commission, such annexations will have an enormously disruptive impact on the County's ability to provide the above-described local government services; and

WHEREAS, absent such agreements, the above-described annexations, coupled with the City's unlimited ability to annex additional large tracts of land in the future, create enormous uncertainty and unpredictability and wreck havoc in the County's ability to plan for future growth, especially growth that will require expansion of the County's utility systems and will necessitate improvements to the County's road and stormwater drainage systems; and

WHEREAS, absent such agreements, the above-described annexations will wreck havoc on the County's ability to plan for and implement additional fire protection services in the area of the annexations; and

WHEREAS, absent such agreements, the above-described annexations will disrupt and impede the County's efforts to
acquire environmentally valuable lands for conservation and to acquire, design, construct, and operate parks and adequate recreational facilities for Orange County citizens; and

WHEREAS, the Joint Planning Area Agreement that is the subject of this Resolution includes a joint planning area which has been identified by the City and County and will be incorporated into the intergovernmental coordination elements of their respective comprehensive site plans;

WHEREAS, said joint planning area agreement sets forth procedures for the implementation and modification of this joint planning area (which the County finds necessarily entails the identification of annexation boundaries), and, accordingly, is authorized by the County's home rule authority, subsection 163.3177(6)(h)(l)(e), Florida Statutes;

WHEREAS, the covenants and provisions, including, but not limited to the annexation boundaries set forth in the Joint Planning Area Agreement, which covenants and provisions will be incorporated into the intergovernmental coordination elements of the County's and City's comprehensive plans, provide a process and means for the mitigation of the herein described extra-jurisdictional impacts, and, accordingly, are authorized by the County's home rule authority and subsection 163.3177(6)(h)(l)(a), Florida Statutes;

WHEREAS, in connection with joint planning area agreement, infrastructure service areas for water and wastewater have also been jointly established between the City, the County and the Orlando Utilities Commission;

WHEREAS, said infrastructure service areas which are set forth in: (1) the wastewater service territorial agreement between the City and County, which is the subject of this Resolution; and (2) the water territorial agreement between OUC and the County, which is the subject of this Resolution and which agreements will be referenced in the intergovernmental coordination elements within the City's and County's comprehensive plans, are authorized pursuant County's home rule authority and subsection 163.3177(6)(h)(l)(e), Florida Statutes;

WHEREAS, this resolution has been the subject of a public hearing for which due public notice was provided in
accordance with the requirements of Subsection 163.3171(3) of Florida Statutes and has, accordingly, being adopted in full compliance therewith.

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

Section 1. Recitals. The above recitals and premises are hereby approved by the Board as if set forth fully in the body of this resolution.

Section 2. Approval of the Agreements. The following agreements (collectively the "Agreements") substantially in the form attached hereto as Exhibit "A" through "E", respectively, are hereby approved, with such non-material insertions, modifications, and changes as may later be approved by the County Chairman prior to execution and delivery:

A. Orlando-Orange County Joint Planning Agreement between the City of Orlando, Florida, and Orange County, Florida;

B. City of Orlando/Orange County Wastewater Service Territorial Agreement between the City of Orlando, Florida, and Orange County, Florida;

C. Amended and Restated Orlando Utilities Commission/Orange County Water Service Territorial Agreement between the Orlando Utilities Commission and Orange County, Florida;

D. Assignment among the Lake Nona Corporation, a Florida corporation, the City of Orlando, the Orlando Utilities Commission, and Orange County, Florida (the "Assignment");
E. Amendment to Orange County/Orlando Utilities Commission Cooling Supply Agreement between Orange County, Florida, and the Orlando Utilities Commission.

Section 3. Execution and Delivery of the Agreements. Upon receipt of opinions of the respective legal counsel for the City of Orlando and the Orlando Utilities Commission substantially in the forms attached as Exhibits "F" and "G", respectively, as well as full payment to the County of the amounts stated in the Assignment, the Orange County Chairman is authorized and directed to execute and deliver, and the Orange County Comptroller or her Deputy Comptroller is authorized and directed to attest, all the Agreements.

Section 4. General Authority. The Orange County Chairman, the Vice Chairman of this Board, the Orange County Comptroller, her several Deputy Comptrollers, the Orange County Administrator, the Orange County Attorney and any other proper County officers and employees are hereby authorized to do all acts and things required of them by this resolution and by the Agreements, including the execution and delivery of any additional documents, contracts, instruments and certificates which may be necessary or desirable in the implementation of and compliance with the Agreements, as long as such acts are not inconsistent with the terms and provisions of this resolution.

Section 5. Severability. If any one or more of the covenants, agreements, or provisions herein contained or
contained in the Agreements shall be held contrary to law or shall for any reason whatsoever be held otherwise invalid, then such invalidated covenants, agreements or provisions shall be null and void, but shall be deemed severable from the remaining covenants, agreements, or provisions and shall in no way affect the validity of the other provisions hereof and thereof.

Section 6. Effective Date. This resolution shall be effective immediately upon its adoption and execution.

ADOPTED AFTER DUE PUBLIC NOTICE PURSUANT TO SECTION 163.3171(3) OF FLORIDA STATUTES (1993) AND A PUBLIC HEARING BEFORE THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY, FLORIDA, THIS 29TH DAY OF MARCH, 1994.

ORANGE COUNTY, FLORIDA

BY: ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS

BY: Tom Staley
FOR THE County Chairman

ATTEST: Martha O. Haynie, County-Comptroller
As Clerk of the Board of County Commissioners

BY: Deputy Clerk
EXHIBIT "A"

Form of

ORLANDO–ORANGE COUNTY JOINT PLANNING AGREEMENT
This Joint Planning Agreement is made and entered this ___ day of March, 1994, by and between the City of Orlando, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter "City") and Orange County, Florida, a charter county and political subdivision of the State of Florida (hereinafter "County").

PREAMBLE

WHEREAS, pursuant to Part II of Chapter 163, Florida Statutes, the Local Government Comprehensive Planning and Land Development Regulation Act (the "Act"), and Chapters 9J-5 and 9J-12, Florida Administrative Code, the City and the County adopted Comprehensive Plans on July 1, 1991 (County) and August 19, 1991 (City) and have subsequently amended them from time to time (hereinafter referred to as the "Comprehensive Plan[s]");

WHEREAS, it is the intent of that Act to encourage and assure cooperation between and among municipalities and counties; and

WHEREAS, the comprehensive plans for the City and the County must be consistent with the State Comprehensive Plan; and

WHEREAS, the State Comprehensive Plan requires local governments to direct development to those areas which have in place the land and water resources, physical abilities and service capacity to accommodate growth in an environmentally acceptable manner and use incentives and disincentives to achieve a separation
of urban and rural land uses; and

WHEREAS, the State Comprehensive Plan requires local governments to protect the substantial investment in public facilities that already exists and to plan for and finance new facilities in a timely, orderly and efficient manner; and

WHEREAS, the State Comprehensive Plan requires local governments to economically and efficiently provide the amount and quality of services required by the public, and to cooperate for their mutual benefit; and

WHEREAS, the City of Orlando has annexed or is currently considering the annexation of several properties known as the Lake Nona property, the Lake Nona Estates, the Poitras property, the Swissco property, and the Randall/Johnson Trust property, all of which are depicted in Exhibit "F", hereto; and

WHEREAS, the County has raised formal and informal objections to the annexation of the above-described properties; and

WHEREAS, the City and the County wish to resolve the current dispute involving the annexation of the above-described properties; and

WHEREAS, the City and the County wish to identify lands which are logical candidates for future annexations; and

WHEREAS, the City and the County wish to agree on certain procedures for the timely review and processing of annexation and development proposals within those areas; and

WHEREAS, Subsection 163.3171(3), Florida Statutes, provides for the adoption of joint planning agreements to allow counties and
municipalities to exercise jointly the powers granted under the Act; and

WHEREAS, Florida Statutes, Subsection 163.3177(6)(h) allows cities to include binding annexation areas in joint planning agreements; and

WHEREAS, the County and the City have the authority to enter into this Agreement pursuant to the Act in general and Subsection 163.3171(3), Florida Statutes, in particular; and

WHEREAS, Section 163.3177(6)(h), Florida Statutes, requires increased intergovernmental coordination, including but not limited to, providing for: (1) a process to determine significant impacts of development on adjacent local governments, (2) a process for mitigating extra-jurisdictional impacts, (3) a dispute resolution process to bring to closure in a timely manner disputes between local governments related to development proposals that have impacts on adjacent local governments, and (4) a procedure to identify and implement joint planning areas, especially for the purpose of annexation and identification of infrastructure service areas; and

WHEREAS, in order to accomplish the objective of the Act in general and Section 163.3177(6)(h), Florida Statutes, in particular, the County and City intend, during the term of this Agreement, that the City shall annex only lands in the Joint Planning Area, but may annex any and all lands within the Joint Planning Area (the "JPA"), as hereinafter defined; and

WHEREAS, there is no intent for this Agreement to restrict the
County's authority to amend its Comprehensive Plan or otherwise to make land use decisions for unincorporated areas within the JPA; and

WHEREAS, there is no intent for this Agreement to restrict the City’s authority to amend its Comprehensive Plan or otherwise to make land use decisions for lands now or hereafter within the corporate boundaries of the City; and

WHEREAS, the agreement of the County to waive its rights to contest the annexation of the Lake Nona DRI and certain other properties nearby is a material inducement to the City to enter into this Agreement; and

WHEREAS, the agreement of the City to limit its annexation authority and be bound by the provisions of this Agreement within the JPA, as well as its assurance to the County that such an agreement is enforceable against the City and that the City will not seek to thwart enforcement based on any claim of invalidity, are all material inducements to the County to enter into this Agreement, and the County would not enter into this Agreement but for such agreement and assurances by the City; and

WHEREAS, the City and County wish to identify a joint planning area and have determined that such an agreement is necessary to insure adequate intergovernmental coordination and cooperation, economical provision of services, and adequate utilization of existing infrastructure; and

WHEREAS, the City Council of the City, after consultation with the staff of the Planning and Development Department, has
determined in its sole discretion that the lands included in the Joint Planning Area meet or exceed the land area the City could reasonably anticipate annexing during the term of this Agreement; and

WHEREAS, the City has determined that no reasonable opportunity for municipal expansion is thereby waived by this Agreement, but rather that this Agreement represents a short-term mechanism for provision of orderly growth and development, consistent with the mandates of the State Comprehensive Plan and the Growth Management Act; and

WHEREAS, this Agreement provides the City with ample opportunities to renegotiate the Agreement in response to changed circumstances, including the ability to seek refinement or expansion of the Joint Planning Area Boundary; and

WHEREAS, the City and the County hereby find that annexation outside the Joint Planning Area involves or will result in development proposals that would cause significant extra-jurisdictional impacts on the County, including but not limited to negative impacts on the County's ability to plan for future development and provision of utilities, as well as significant negative economic impacts on the City because of the cost of providing infrastructure outside the Joint Planning Area, and the costs of such negative impacts would be borne by the citizens of the City and the County; and

WHEREAS, the City and the County jointly find that, as authorized by Subsection 163.3177(6)(h) of Florida Statutes, the
provisions and covenants in this Agreement which will be incorporated into the intergovernmental coordination elements of the City's and County's Comprehensive Plans, provide a process and a means for the mitigation of such significant extra-jurisdictional impacts; and

WHEREAS, the City and the County wish to set forth their understandings in a joint planning area agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree as follows:

1. Incorporation of Preamble. The Preamble above is true and correct and is incorporated into this Agreement as if fully set forth below.

2. Term, Termination, and Renegotiation.
   a. Term. This Joint Planning Agreement shall take effect as of its date first written above and, except for those parts of this Agreement which provide otherwise, shall expire on January 1, 2006 (hereinafter the "Expiration Date"), if terminated by either party hereto in accordance with this Paragraph 2.
   b. Renegotiation. In accordance with Section 9J-33.005, Florida Administrative Code, both the City and County must submit Evaluation and Appraisal Reports ("EARs") to the State of Florida by July 1, 1998. Each party shall submit its EAR to the other party simultaneously with such submittal to the State.

Within 180 days after July 1, 1998, and for such 180-day period every 5 years thereafter, i.e., the 180 days immediately
following July 1st in the years 2003, 2008, etc., either party may call for renegotiation of the Agreement by written notice to the other party.

Upon such written notice, for a period of 180 days thereafter, the City and the County shall attempt to renegotiate this Agreement in good faith. During that 180-day period, where either party, in its sole discretion and in good faith, determines that such renegotiations have reached impasse, it may invoke the conflict resolution procedures set forth in Paragraph 15 of this Agreement. If no Agreement is negotiated during the 180-day period or during the conflict resolution process, the terms of the Joint Planning Agreement shall continue to govern and remain in full force and effect.

c. Termination. Either party may terminate this Agreement by delivering written notice to the other party of its intent to terminate, and such notice shall be delivered no later than 5:00 P.M. on March 31, 2005, and no earlier than 8:00 A.M. on April 1, 2004. If no such notice of termination is delivered, this Agreement shall be automatically extended until January 1, 2018.

If and when the County ever receives evidence showing that the State of Florida Department of Community Affairs or its successor ("DCA") has decided that annexation by any municipality of land in the County’s "Rural Service Area" (as that term is used in the County's Comprehensive Plan) acts to reduce the amount of "additional" acreage allowed under Future Land Use Policy 1.1.2 of the County’s Comprehensive Plan (as it may from time to time be
amended or replaced) to be developed at urban densities (such acreage being declared by the County's Comprehensive Plan upon its adoption to be "an additional 14,801 acres"), then the County may at its option terminate this Agreement after delivering written notice to the City at least 240 days prior to the date of termination.

3. **Planning Areas.** To establish the means and process by which the extra-jurisdictional impacts caused by the City's annexations are mitigated, the City and the County hereby establish a Joint Planning Area ("JPA"), within which is contained an Enclave Annexation Area, both of which are depicted in Exhibit "A," attached hereto and incorporated herein by this reference.

4. **Incorporation into Intergovernmental Coordination Element of Comprehensive Plans.** The parties shall reference this Agreement in the Intergovernmental Coordination Elements of their respective comprehensive plans during the next cycle of amendments for each, and Exhibit "A", the Joint Planning Area Map, and textual language explaining it and the covenants contained herein shall be made a part thereof. Any annexations and associated development orders (as that term is defined in the Act) issued by the City during the term hereof that are inconsistent with Paragraphs 3-8 of this Agreement shall be deemed inconsistent with the City's Comprehensive Plan and shall be subject to challenge by the County on those grounds in the manner prescribed by law. However, the County may initiate a challenge of a development order on those grounds only during the pendency of or in conjunction with the suit
contesting the annexation.

5. **Joint Planning Area.** The JPA, which is depicted in Exhibit "A", consists of land likely to be developed for urban purposes at some time in the future and appropriate for annexation by the City during the term of this Agreement. Except for the Lake Nona and Poitras properties, the Joint Planning Area does not include land located in the City boundary as of the effective date of this Agreement. During the term of this Agreement, the City may annex only land in the Joint Planning Area, whether voluntarily or involuntarily, but may annex any and all land in the Joint Planning Area. Also, during the term of this Agreement, the City will not negotiate with, or otherwise induce, nor will the City allow its officers, employees or agents to negotiate with or otherwise induce, any owner of land outside the JPA to petition to voluntarily or involuntarily annex such land into the City. The following provisions apply to land in the Joint Planning Area:

a. **Standards for Annexation.** Except as modified by this Agreement, annexations shall comply with the City's Comprehensive Plan and Chapter 171, Florida Statutes, including the prohibitions against creation of enclaves and annexing corridors of right-of-way. However, for the purposes of this Agreement, "contiguous" shall be defined as lands that are coterminous in at least one segment of no less than 140 feet or twenty-five percent (25%) of the boundary of the property being annexed, whichever is less. Further, while the City shall use its best efforts to ensure that annexations are reasonably compact, "reasonably compact" shall
be solely determined by the City; provided, however, that the parties agree that any annexation which results in unincorporated areas (other than County-owned property) surrounded on all sides by incorporated property shall not be deemed to be "reasonably compact." These provisions regarding contiguity and compactness are material inducements to the City to enter into this Agreement, and City would not have agreed to limit its annexation power to areas inside the Joint Planning Area, but for those provisions. As a material inducement for the County to agree to the foregoing, the City agrees to the provisions in subparagraph 5.f., below. The parties agree that, with the exception of the Lake Nona property and the Poitras property (as identified in Exhibit "D" hereto), with respect to areas outside of the Greeneway, the issue of contiguity shall be solely determined by the County. The County agrees that County-owned properties surrounded in whole or in part by the City shall not be considered enclaves for purposes of either this Agreement or Chapter 171, Florida Statutes.

b. Contesting Annexations. The County agrees that during the term of this Agreement, it shall not contest City annexations within the Joint Planning Area which are consistent with this Agreement. This provision is a material inducement to the City to enter into this Agreement and the City would not have entered into this Agreement but for this provision.

c. Other Rights. Nothing in this Agreement precludes either the City or the County from exercising its rights pursuant to Chapters 163 and 380, Florida Statutes, to challenge any
particular comprehensive plan amendment or development order.

d. **Notice.** The County agrees to give the City thirty (30) days written notice of consideration by the County’s Local Planning Agency of any comprehensive plan amendments or expansion of the Urban Service Area with respect to areas that are within the JPA and any rezonings adjacent to and abutting the City boundaries. The City, in turn, agrees to give the County thirty (30) days written notice of any annexations.

e. **LDR’s.** Upon annexation of land in the Joint Planning Area, the City may utilize its conceptual future land use designation, land development and subdivision regulations to permit development on the property; however, the City may use its conceptual land use designations only if such designations are of a similar and/or lesser intensity to the corresponding, pertinent designations on the County’s Future Land Use Map, and residential densities for undeveloped land shall not exceed those densities set forth on the County’s Future Land Use Map until the City processes a future land use map amendment. Furthermore, the City shall initiate and adopt an appropriate amendment to its Comprehensive Plan on each and every annexation in the next regularly scheduled cycle of plan amendments immediately following each annexation. These provisions are a material inducement to the City to enter into this Agreement and the City would not have entered into this Agreement but for these provisions.

f. **Public Safety Service.** For any annexations within the JPA that create or aggravate inefficiencies in the delivery of
police, fire and rescue services to the remaining unincorporated areas, the City, the County, and the Orange County Sheriff, if appropriate, shall promptly negotiate in good faith and, where an agreement is reached, enter into negotiations of "first response," "mutual aid," or other similar agreements for the provision of public services that will substantially alleviate such inefficiencies.

g. **Special Act.** During the 1995 Legislative Session or any regular or special session thereafter, as necessary, the parties shall each support and actively lobby for the enactment of a special act substantially in the form attached hereto as Exhibit "G". However, if the parties succeed in obtaining enactment of a special act in the substance and form attached hereto as Exhibit "B", then enactment of this special act will be superfluous and unnecessary. Furthermore, the parties agree that enactment of the proposed law in Exhibit "B" is preferable and should take priority over enactment of the draft in Exhibit "G".

6. **Enclave Annexation Area.** The Enclave Annexation Area consists of enclaves of land in the County substantially surrounded by the City. The City and the County hereby find that enclaves create significant problems in planning, growth management and service delivery and agree to work jointly toward their elimination. The Enclave Annexation Area does not include land located inside the City's boundaries as they exist on the effective date of this Agreement.

The City is willing to annex all areas in the Enclave
Annexation Area and the County is willing to concur in said annexations. Both the City and County, however, recognize the need for residents of enclaves to be annexed to play an active role in the annexation process.

The County and the City shall cooperate in a joint information and education program with respect to neighborhoods within the Enclave Annexation Area. A draft of a proposed special act regarding annexation of land in the Enclave Annexation Area is attached to this Agreement as Exhibit "B" and includes Exhibit "B-1" and is incorporated herein by this reference. The County hereby endorses the proposed special act and authorizes the City to submit it to the Legislature during the 1995 Legislative Session, or any other regular or special session during the term of this Agreement, on behalf of the City and the County jointly. The County and its employees, officials and agents shall actively support and lobby for the adoption of the special act. In the meantime, the County encourages the City to undertake the annexation of any and all properties within the Enclave Annexation Area in accordance with this Agreement and the provisions of Chapter 171, Florida Statutes. These provisions regarding annexation of enclaves are a material inducement to the City to enter into this Agreement and the City would not have entered into this Agreement but for these provisions.

Whether or not the special act is passed, no later than December 31, 1996, the City shall hold annexation referenda in the Holden Heights, Lockhart, Ivey Lane and Conway Areas, depicted in Exhibit "C" and incorporated herein by this reference. If the
special act is passed prior to any one or all of the referenda referenced in this paragraph, the City may use the provisions of the Special Act when it holds such referenda.

7. **Analysis and Notice.** Future voluntary and involuntary annexations in the Joint Planning Area over 100 acres in area shall require fiscal and economic impact analysis and notice. The City shall cooperate with Orange County in its efforts to adopt an adequate facilities ordinance that will provide for compact and contiguous urban development and shall study and consider the adoption of a similar ordinance.

8. **Planning Coordination.**

   a. The City and the County shall take steps necessary so that each is allowed to provide input regarding large-scale developments of regional impact and planned developments within the JPA. However, nothing contained herein shall be construed to require either City approval of the County's land use decisions or comprehensive plan amendments for lands within the JPA or County approval of the City's land use decisions or comprehensive plan amendments for lands within the corporate limits of the City. Further, the parties agree that the County's future comprehensive plan amendments are deemed not subject to this Agreement for purposes of F.A.C. Section 9J-11.006(1)(a) as it may be amended and replaced from time to time.

   b. Property known as the Poitras Tract is depicted in Exhibit "D" and incorporated herein by this reference. During the term of this Agreement, the City shall grant no development orders
inconsistent with the uses and intensities set forth in the County's Comprehensive Plan for the Poitras Tract until a future land use map amendment is approved and shall provide the County with thirty (30) days written notice of the City LPA’s consideration of such amendment. Furthermore, the City hereby acknowledges that the development of Part B of the Poitras Tract may have an impact on adjacent land in the County’s Rural Service Area. Therefore, no urban development shall be permitted on Part B of the Poitras Tract until abutting property north or east of Part B is in the County’s urban service area or any successor area that serves as its functional equivalent. Development on Part A of the Poitras Tract shall not access Narcoossee Road until abutting property north or east of Part B of the Poitras Tract is in the County’s urban service area or any successor area that serves as its functional equivalent.

9. Use of Rights-of-Way. The County may use City rights-of-way within the Lake Nona and Poitras properties, as well as any other areas hereinafter annexed by the City, at no charge, to provide water and wastewater utilities to its customers or otherwise to install lines as may be necessary or desirable in the expansion or operation of the County’s water and wastewater systems. The City and the Orlando Utilities Commission ("OUC") may use County rights-of-way within the areas that are contained within the JPA at no charge to provide water and wastewater utilities to their respective customers, or otherwise to install lines as may be necessary or desirable in the expansion or operation of their respective water and wastewater utilities. However, the foregoing
shall not preclude either the City or the County from imposing customary and generally applicable permit and inspection fees for the act of constructing, reconstructing, installing or reinstalling utility lines, or otherwise performing maintenance and repair that requires excavation, within such rights-of-way.

For the annexation of the Lake Nona and Poitras properties and for all future annexations by the City, where the lands on both sides of a County road are in the City’s jurisdiction or in the jurisdiction of the City and another municipality, the City shall simultaneously annex the adjacent road right-of-way and adjacent associated roadway retention areas, unless otherwise agreed by the parties. The County hereby consents to such annexations. For any such County road lying between land that is part of the Lake Nona annexation, the City shall promptly initiate and complete annexation of the right-of-way and associated retention areas.

The City agrees that it shall be permanently responsible for the maintenance of, and any capital improvements necessary for the maintenance of, all such annexed County roads and adjacent associated roadway retention areas regardless of whether such roads or retention areas are now or in the future a part of the County road system. Provided, however, that where the portion of right-of-way annexed by the City is less than 500 linear feet, the County shall continue to maintain the right-of-way. Also, provided, however, that the parties shall, within six months of the Effective Date hereof, enter into a master road agreement that may supersede this provision to the extent of any conflict.
In all future agreements dealing with joint planning, annexation, or road maintenance, the County will ensure that to the extent reasonably feasible other municipalities adjacent to the City will bear their fair share of the cost of maintaining County roads. The City shall maintain County Road 15 and associated retention areas from the Beeline to the Greeneway plus any such additional portions which are improved by, or at the direction of, the City in the future.

This Paragraph 9 will survive the termination of this Agreement and will expire on January 1, 2014.

10. Improvements to County Roads.

a. The City may improve County Road 15 as a four-lane, 130 ft. cross section, expandable to six lanes, from the Greeneway interchange to the Beeline interchange, as long as such improvements and any associated utility relocations to County Road 15 are (i) at no cost or expense to the County, (ii) include the properly designed tapers that will be necessary at the interchanges, and (iii) are subject to the County’s permitting procedures and final approval, which approval shall not be unreasonably withheld.

b. Eminent Domain. The City and the County recognize that development in the portion of the JPA which is located in the City may have adverse impacts on roads located in the County. The City intends to address those adverse impacts, where possible. The parties agree that, pursuant to the City’s power of eminent domain under the constitution and Laws of Florida, especially Part IV of Chapter 166 of Florida Statutes, and pursuant to the authority of the City and the County under Section 163.01 of Florida Statutes,
especially subsections 163.01(2), (4), and (5)(j), the City and the County may exercise jointly the power of eminent domain to acquire land for road projects, either inside or outside of the City's boundaries. Therefore, the parties agree to the following provisions pertaining to right-of-way acquisition:

1) **Approved Road Projects.** Where a road project in the unincorporated portion of the JPA has been approved by the County in the County's Comprehensive Plan or is required in a DRI Development Order issued by either the City or the County, or is later listed in the Master Road Agreement to be negotiated by the City and the County pursuant to Paragraph 9 of this Agreement, the City may acquire the right-of-way for such road project. The City's exercise of the power of eminent domain shall be pursuant to its authority under subsections 166.401(1) and 166.411(3) of Florida Statutes and pursuant to this subparagraph 10.b., which is adopted pursuant to the authority of the City and the County under subsections 163.01(4) and (5)(j) of Florida Statutes. To the extent necessary, the County shall provide to the City a resolution stating the public purpose and reasonable necessity for the project. The Petition in Eminent Domain shall be filed in the name of the City of Orlando. Prior to commencing condemnation proceedings, the City shall present the alignment and conceptual
design of the road to the Board of County Commissioners, including information regarding access points, median cuts and acceleration/deceleration lanes. The City Council shall then hold a public hearing regarding the alignment and conceptual design of the road and shall consider the input of the Board at the hearing.

2) **Other Road Projects.** For road projects in the unincorporated portion of the JPA, other than those in subparagraph 10.b.(1) above, the County shall likewise provide a resolution of necessity, if legally needed, for the City to exercise its eminent domain power to acquire right-of-way for such road project, but only after the alignment and conceptual design of the road are approved by the Board of County Commissioners, at a public hearing or otherwise, at the Board’s option.

3) Before providing a resolution of necessity under either subparagraph b.(1) or subparagraph b.(2), the County may require indemnity or other assurance satisfactory to the County that the County will incur no cost of any kind in connection with the City’s acquisition of right-of-way, such costs including but not limited to the cost of acquiring land and improvements, damages of any kind, fees for attorneys, experts and consultants, court costs, utility relocation, and the costs of
designing, permitting, and constructing the road or any ancillary facilities.

4) Unless otherwise amended by the Master Road Agreement or unless the County agrees otherwise, the City shall thereafter maintain any road that it constructs or improves under this subparagraph 10.b. (but only the segment constructed or improved), as well as any associated stormwater drainage facilities.

5) All road improvements made pursuant to this subparagraph 10.b. shall be subject to all standard County permitting procedures, and approval thereunder shall not be unreasonably withheld.

11. Drainage. The City shall be responsible for all "NPDES" permitting and primary stormwater drainage in the Lake Nona and Poitras properties and all annexed areas within the JPA, and the County shall be responsible for all "NPDES" permitting and primary stormwater drainage within the areas not annexed within the Joint Planning Area. The parties shall each ensure that stormwater drainage flow does not have a flow rate at the City limits, whether flowing into unincorporated Orange County or into the City, which is at a higher level than predevelopment conditions. This Paragraph 11 shall survive termination of this Agreement and shall expire on January 1, 2014.

12. Fire and Rescue Service.
   a. The County shall continue to provide first response fire and rescue service from Station #76 located at 11361 South
Narcoossee Road in the service area described in Exhibit "E" attached hereto after the area(s) are annexed by the City. In exchange for the provision of such service, each year the City shall pay the County an amount of money equal to the millage rate levied in the County's municipal services taxing unit for fire protection (the "MSTU") multiplied by the assessed value of the taxable property within any such annexed areas. The assessed value shall be determined each year by the Orange County Property Appraiser. The City shall make its payments in equal amounts no less frequently than twice each calendar year, on October 1 and April 1.

b. At such time as the revenues that would be generated if the ad valorem tax in the MSTU rate were to be levied against the taxable property in the annexed portions of the service area (Exhibit "E") exceed the City's operating costs, as the term "operating costs" is defined at subparagraph (c) below, then the City shall do the following:

1) The City shall purchase Station #76 (excluding vehicles and equipment) and acquire fee simple title to the parcel on which Station #76 is located. The City shall pay the fair market value of land and improvements, based on use as a fire station. The fair market value shall be determined by averaging the appraisals of two independent MAI appraisers, each of whom shall first be approved by both the City and the County.
2) The City shall then commence providing first response fire protection service to any unincorporated areas located within the territory described in Exhibit "E", and in consideration of providing such service, the County shall pay to the City each year an amount of money equal to the millage rate levied in the MSTU multiplied by the assessed value of taxable property within the unincorporated portions of the Exhibit "E" service area, but such payment shall be made only if and as long as such payment equals or exceeds twenty percent (20%) of the City's total annual operating costs for Station #76.

c. For purposes of Paragraph 12, the term "operating costs" shall mean the following: expenses that the City would incur in a properly staffed and outfitted fire station the same size as Station #76: personnel service costs, including salaries and fringe benefits; operating expenses (usual, ordinary, and incidental expenditures, including contractual services, commodities and supplies of a consumable nature, current obligations and fixed charges); and operating capital outlay (for example, equipment, fixtures and other tangible property).

d. This Paragraph 12 shall survive the termination of this Agreement and shall expire on January 1, 2014, except that at its option the County may terminate the provisions of this Paragraph 12 at any time after closing the sale of Station #76 upon
delivering notice to the City of its intent to terminate, such notice to be delivered no later than 180 days prior to termination.

13. **PST Revenue**

a. **Lake Nona and Poitras Annexations.** As provided in Paragraph 13.c. herein, the City shall pay to the County an amount of money equal to all or a portion (as set forth in subparagraph 13.c.) of the public service tax (hereinafter "PST") revenues collected from the Lake Nona Voluntary Annexation (Case No. 94-022), Lake Nona Involuntary Annexation (Case No. 94-050) and Poitras Annexation (Case No. 94-023). Said funds shall be used by the County only for capital costs for, and operation and maintenance of, Moss Park or any other projects to be mutually determined by the parties. Such payments shall be made from any revenues legally available to the City for the purposes set forth in this paragraph.

b. **Other Annexations.** The City and the County shall share PST revenue as set forth in this paragraph for annexations, whether involuntary or voluntary, which are within the JPA but outside the Enclave Annexation Area and:

1) in the aggregate, are greater than 50 acres (if designated on the City's Comprehensive Plan as non-residential); or

2) in the aggregate, are greater than 100 acres (if designated on the City's Comprehensive Plan as residential); or

3) comprise all or part of an existing DRI under Section 380.06, Florida Statutes, or will be
developed in excess of the adopted DRI thresholds of said section as it exists on the effective date of this Agreement, or has a binding letter of vested rights pursuant to 380.06, Florida Statutes. The City shall include in its public facilities and analysis report done in connection with any such annexation, the following information:

a) The projected PST revenue loss to Orange County which will occur as a result of the proposed annexation;

b) A designation of a project or projects within years one or two of the County's 5-year CIP, which the City proposes to fund from said PST revenues, pursuant to the percentages set forth herein. If there are no projects in years one or two of the County's CIP which serve the service area that includes the area to be annexed, then the County shall provide to the City a list of three projects which serve the service area that includes the area to be annexed and that the County is willing to move into years one or two of the County's CIP and the City shall select a project from that list. The report will establish the manner in which said projects will benefit the annexed area, and the City's choice of the project shall be approved by Orange County,
which approval shall not be unreasonably withheld. It is the intent of this provision that the parties will pool resources and identify projects which will provide either direct or indirect benefit to Orange County taxpayers living within City limits.

Upon annexation of property from which PST revenues are to be shared with the County, the City shall hold the portion of the revenue to be shared with the County pursuant to this paragraph until it receives notice from the County as set out below.

c. **Percentage of Payment.** The City shall pay to the County an amount of money equal to 50% of said PST revenue with respect to annexed areas which are developed or to be developed for "urban purposes," as set forth in Chapter 171, Florida Statutes (1993). For all other annexed areas, the City shall pay an amount equal to 100% of the PST revenues during the first year after the pertinent annexation, with a pro rata reduction of 10% annually until the sixth anniversary of the annexation, at which time the annual amounts paid to the County shall thereafter be equal to 50% of the PST revenues collected from said non-urban annexed areas for the remainder of the 20-year term.

d. **Payment to County.** Upon written notification from the County that the project designated by the City will commence within ninety (90) days, the City shall pay to the County any PST revenue previously collected by the City and to be shared with the County pursuant to this paragraph. A project shall be deemed to commence upon acquisition of land, award of a design contract, or
start of construction. Once an initial payment to the County is made for a specific project, future payments shall be made by December 31 of each succeeding year.

e. **Default.** If the parties cannot, within one year of the date of the annexation ordinance, agree on which projects will be funded by PST revenues from a given annexation area, the City shall commence payment (including one year's back pay) of the required percentage of PST revenues to County, to be used by County for projects which, in the sole discretion of the County, will service the annexed areas within which the PST revenues are collected.

f. **Term.** This section 13 shall survive the termination of this Agreement in that, as areas are annexed, PST revenue shall be paid to the County in the manner set forth herein for a period of 25 years from the date of passage of the given annexation ordinance which annexes property within the JPA.

g. **Credit for Concurrency.** If the City's contribution is spent on a project required for "concurrency" pursuant to the Act, the City shall be entitled to count a pro rata share of that facility toward meeting its level of service.

14. **Settlement of Existing Dispute.** The City and the County acknowledge that a dispute has arisen regarding the City's annexation or potential annexation of the Lake Nona property, the Lake Nona Estates, the Swissco, Randall/Johnson Trust, and Poitras properties and that portion of the Carter property located in the Joint Planning Area, (hereinafter referred to as "the annexations") all of which are depicted on Exhibit "F" which is incorporated
herein by this reference. For and in consideration of the mutual promises set forth in this Agreement, the City and the County shall execute and file, contemporaneously with the execution and delivery of this Agreement, a "Joint Stipulation of Settlement" substantially in the form attached hereto as Exhibit "H", and upon court approval of such settlement and dismissal of the pertinent lawsuit, the County hereby agrees that any and all present and future administrative, quasi-judicial, legal or equitable claims, causes of action, equitable claims or declaratory action the County has or may have against the City or others challenging the annexations are hereby merged into this Agreement and are satisfied and waived by this Agreement. All notices provided by the County to the City pursuant to Chapter 164, Florida Statutes, are hereby withdrawn.

Further, in settlement of the existing dispute, the City and the County agree as follows:

a. **Annexation of Lake Nona DRI.** For the land involved in the annexation of the Lake Nona DRI, the City may utilize its land development and subdivision regulations to permit development on the property which is subject to the Lake Nona DRI development order, but the development order shall remain in full force and until amended in accordance with Florida law.

b. **City's Extra-Territorial GMP Amendment.** The City is currently processing a GMP amendment to extend its extra-territorial planning area in the area of the annexations. To the extent that such amendment is inconsistent with the Joint Planning Area boundary depicted on Exhibit "A," the amendment shall be
revised prior to adoption, and such revision shall, at a minimum, eliminate any reference to land use designation or other planning by the City outside the JPA.

c. **Annexation of the Poitras, Swissco, Randall/Johnson Trust and Carter Properties.** In accordance with applicable state law, the City may immediately proceed to annex the Poitras, Swissco, Randall/Johnson Trust, and Carter properties, to the extent that they are within the Joint Planning Area and the County will not oppose or contest such annexations. The City recognizes the importance of providing an East-West roadway through the Swissco and Randall/Johnson Trust properties and shall to the extent feasible, work with the developers of those properties to provide an appropriate roadway facility between Narcoossee Road and the overpass of the Central Florida Greeneway that now exists within the boundaries of the Randall/Johnson Trust property.

d. **Railroad Spurs.** If the City permits spur lines for the Lake Nona or any other development or user to connect to the OUC railroad line, or otherwise allows the installation and/or use of rail sidings along the OUC railroad line, whether by users in the Lake Nona or any other properties, it shall ensure that the pertinent development order or orders contain conditions that effectively do not permit use of such spur lines and sidings in a way that causes trains to traverse the Taft and other south Orange County neighborhoods between 6:30 A.M. to 9:30 A.M. and 4:00 P.M. to 7:00 P.M. This subparagraph 14.d. shall survive the termination of this Agreement and shall expire on January 1, 2014.

e. **CD Districts.** The City covenants with the County
that, if it approves, supports or in any way allows a community development district (as defined in Chapter 190 of Florida Statutes or any successor law, hereafter "CD district") to be created anywhere within the City’s boundaries, it will be the local government responsible under law (including, but not limited to, Chapters 189 and 190 of Florida Statutes or any successor provisions) for assumption of any unpaid debt and assumption of any and all responsibilities for operation, maintenance, financing and delivery of governmental facilities, services, or public works or utilities of any kind that may arise out of, be caused by, or otherwise be directly related to the creation, existence, operation, or dissolution of the CD district. To that end, and to the extent permitted by law, the City shall indemnify and hold the County harmless from any liability arising out of the creation, existence, operation or dissolution of any such CD district. This subparagraph 14.e. shall survive termination of this Agreement and shall remain in full force and effect until ten (10) years after the dissolution of any and all CD districts that may be created within the City’s boundaries or the JPA during the term of this Agreement.

15. Conflict Resolution.

a. The East Central Florida Regional Planning Council, or another independent mediation group as may be agreed upon by the parties at the time of a dispute, shall serve as the forum for informal nonbinding mediation of disagreements and conflicts between the County and the City with respect to the matters set forth in this Agreement.
b. Notwithstanding the foregoing, in the event that either party determines in good faith that it is necessary to file a lawsuit in order to meet a jurisdictional time period or otherwise preserve a legal right, said lawsuit may be filed, but shall be abated once the filing and any other act necessary to preserve the legal right occurs, and the parties shall refer the matter to the East Central Florida Regional Planning Council or other agreed-upon mediation group in accordance with the terms set forth herein.

c. In the event the parties cannot resolve a conflict after following the procedures set forth in this paragraph, then in such event the parties may pursue such other remedies as may be available for resolution of such conflict, including but not limited to the pursuit of all administrative and judicial remedies.

d. The provisions of this paragraph shall not apply to the settlement of the existing dispute, as set forth in Paragraph 14 of this Agreement.

16. Enforcement. This Agreement (and any part of this Agreement that survives termination of this Agreement) shall be enforceable by the parties hereto by whatever remedies are available in law or equity, including injunctive relief and specific performance.

17. Notices. All notices, consents, approvals, waivers and elections which any party shall be requested or shall desire to make or give under this Agreement shall be in writing and shall be given only by hand delivery for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested.
Notices shall be addressed to the addressees set forth below or as either party may otherwise designate in the manner prescribed herein.

However, this paragraph shall not apply to notices required under subparagraph 5.d.

If to the County: County Planning Manager
Orange County Planning Department
201 S. Rosalind Avenue
P. O. Box 1393
Orlando, Florida 32802

With a copy to: Orange County Administrator
201 S. Rosalind Avenue
P. O. Box 1393
Orlando, Florida 32802

With a copy to: Public Utilities Director
Orange County Public Utilities Division
109 E. Church Street
Orlando, Florida 32801

If to the City: Director or Planning and Development
City of Orlando
400 S. Orange Avenue
Orlando, Florida 32801

With a copy to: City Clerk
City of Orlando
400 S. Orange Avenue
Orlando, Florida 32801

Notices, consents, approvals, waivers and elections shall be deemed given when received by the party for whom intended at such party’s address first herein specified, or such other address as such party may have substituted therefor by notice to the other.

18. Other Contemporaneous Agreements. This Agreement shall under no circumstances be construed as amending, modifying, superseding or terminating the following two agreements:

(a) the Amended and Restated Orlando Utilities Commission/Orange County Water Service Territorial
Agreement between OUC and the County, dated contemporaneously with this Agreement, and
(b) the City of Orlando/Orange County Wastewater Service Territorial Agreement between the City and the County, dated contemporaneously with this Agreement.

Furthermore, the City and the County approve, ratify and confirm both those contemporaneous agreements, incorporate them herein by reference and make them a part hereof as if set forth fully herein. It is also the intent of the parties that both such contemporaneous agreements are approved and shall be deemed approved by the governing bodies of the City and the County pursuant to the procedure set forth in Subsection 163.3171 of Florida Statutes.

19. **Disclaimer of Third Party Beneficiaries.** This Agreement is solely for the benefit of the County and the City, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement either express or implied is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.
20. **Validity of Agreement.** The City and the County each represent and warrant to the other its respective authority to enter into this Agreement, acknowledge the validity and enforceability of this Agreement, and waive any future right of defense based on a claim of illegality, invalidity, or unenforceability of any nature. The City hereby represents, warrants and covenants to and with the County that this Agreement has been validly approved by the Orlando City Commission at an advertised public hearing of the Orlando City Commission held pursuant to the provisions of Sections 163.3171(3) and 164.106, Florida Statutes, that it has been fully executed and delivered by the City, that it constitutes a legal, valid and binding contract enforceable by the County against the City in accordance with its terms, and that the enforceability hereof is not subject to any impairment by the applicability of any public policy or police powers. The County hereby represents, warrants and covenants to and with the City that this Agreement has been validly approved by the Orange County Board of County Commissioners at an advertised public hearing of the Board held pursuant to the provisions of Sections 163.3171(3) and 164.106, Florida Statutes, that it has been duly executed and delivered by the County, that it constitutes a legal, valid and binding contract enforceable by the City against the County in accordance with its terms, and that the enforceability hereof is not subject to any impairment by the applicability of any public policy or police powers.

21. **Covenant to Enforce.** If this Agreement or any portion
hereof is challenged in any judicial, administrative or appellate proceeding (each party hereby covenanted with the other party not to initiate or acquiesce to such challenge), the parties hereto collectively and individually agree, at their individual sole cost and expense, to defend in good faith its validity through to a final judicial determination, unless both parties mutually agree not to defend such challenge or not to appeal any decision invalidating any portion of this Agreement.

22. Miscellaneous.

a. Entire Agreement. Except as otherwise set forth herein, this Agreement embodies and constitutes the entire understanding of the parties with respect to the subject matters addressed herein, and all prior agreements, understandings, representations and statements, oral or written, are superseded by this Agreement.

b. Amendment and Waiver. Neither this Agreement nor any portion of it may be modified or waived orally. It may be amended only pursuant to an instrument in writing and jointly executed by both the parties hereto and shall be enforceable by, binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Either party to this Agreement shall have the right, but not the obligation, to waive (in writing) any right or rights or condition or conditions herein reserved or intended for the benefit of such party without being deemed to have waived other rights or conditions.

c. Governing Law and Venue. This agreement shall be
c. **Governing Law and Venue.** This agreement shall be governed by the laws of the State of Florida, and venue for any action to enforce the provisions of this Agreement shall be in the Circuit Court of the Ninth Judicial Circuit of Florida, in and for Orange County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed as of the date and year first above written.

CITY OF ORLANDO

By: ____________________________
   Mayor

ATTEST:

Grace A. Chewning, City Clerk

STATE OF FLORIDA
COUNTY OF ORANGE

PERSONALLY APPEARED before me, the undersigned authority, and Grace A. Chewning, well known to me and known by me to be Mayor and City Clerk, respectively, of the City of Orlando, Florida, and acknowledged before me that they executed the foregoing instrument on behalf of the City of Orlando as its true act and deed, and that they were duly authorized so to do.

WITNESS my hand and official seal this ___ day of _____, 1994.

________________________
Notary Public
Print Name:________________________
My commission expires:

* * * * *
ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By:___________________________________________
County Chairman

ATTEST:
Martha O. Haynie, County Comptroller
As Clerk of the Board of County Commissioners

By:___________________________________________
Deputy Clerk

STATE OF FLORIDA
COUNTY OF ORANGE

PERSONALLY APPEARED before me, the undersigned authority, Linda Chapin, and ______________, well known to me and known by me to be County Chairman and Deputy Clerk of the Board of County Commissioners, respectively, of Orange County, Florida, and acknowledged before that they executed the foregoing instrument on behalf of Orange County, Florida, as its true act and deed, and that they were duly authorized so to do.

WITNESS my hand and official seal this ___ day of ______, 1994.

___________________________________________
Notary Public
Print Name:____________________________________
My commission expires:

JRB-A: LkNona
3/17/94 Final/Final
A bill to be entitled
An act relating to annexation in Orange County, Florida; authorizing joint planning agreements between the County and any municipality; establishing joint planning areas and enclave annexation areas; authorizing restrictions on annexation of lands outside of such joint planning areas during the terms of such agreements; providing supplemental annexation procedures within such enclave annexation areas; providing procedures for adoption of such agreements; ratifying existing joint planning agreements; providing for severability; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. To ensure the ability of Orange County and its municipalities to implement fully the...
intent of the provisions of §§163.3171(3) and 163.3177(6)(h)1.e., F.S., municipalities located in Orange County, Florida, may enter joint planning agreements with the county. Such agreements may establish joint planning areas consisting of land appropriate for annexation by the municipality during the term of the joint planning agreement or enclave annexation areas consisting of areas of unincorporated property substantially surrounded by the City, or both. Such agreements may prohibit the municipality from annexing, or may otherwise limit or restrict the municipality's authority to annex outside the joint planning area during the term of the Agreement. Furthermore, such agreements may address other related items of mutual interest.

Section 2. Joint planning agreements entered into pursuant to this act shall be adopted by the county and the municipality under the procedure and requirements set forth in §163.3171(3), F.S.

Section 3. When the county and a municipality enter into a joint planning agreement that establishes an enclave annexation area, the following procedures
may be used for annexation of land in the enclave annexation area during the term of the agreement. These procedures are in addition and supplemental to any other procedures for annexation established by law.

(1) All or part of the land in the enclave annexation area may be annexed by the municipality pursuant to the referendum provisions set forth in Chapter 171, Florida Statutes. Any such referendum may include all or portions of the enclave annexation area regardless of whether such area(s) are contiguous to one another. The referendum may be either a single referendum or a double referendum at the option of the municipality. Where a single referendum is held and the area to be annexed consists of one or more areas of unincorporated property which are not contiguous to one another, all areas shall be annexed upon a majority vote of registered electors in all the areas to be annexed. Where a double referendum is held and the area to be annexed consists of one or more areas of unincorporated property which are not contiguous to one another, all areas shall be annexed upon a
majority vote of registered electors in all the areas to be annexed and in the annexing municipality.

(2) Upon entering into a joint planning agreement with the county that sets forth an enclave annexation area, the municipality may utilize the procedures set forth in §171.046, F.S., to annex enclaves of any size in the enclave annexation area, notwithstanding any size limitations contained in §171.046.

Section 4. Any existing joint planning agreements consistent with this act that were entered into in compliance with the procedures and requirements set forth in §163.3171(3), F.S., are hereby ratified.

Section 5. If any provision of this act or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the act which can be given effect without the invalid provision or application, and to this end the provisions of this act are declared severable.

Section 6. This act shall take effect July 1, 1995, or upon becoming a law, whichever occurs later.
EXHIBIT C
1996 ENCLAVE ANNEXATION REFERENDUM MAP

- City of Orlando (As of March 1, 1994)
- Holden Heights
- Lockhardt
- Ivey Lane
- Conway (Lake Margaret)
EXHIBIT E
FIRE STATION #76 PRIMARY FIRE SERVICE AREA

- Within City Limits
  (As of March 1, 1994)

- Fire Station #76 Primary Service Area

- Fire Station #76

- Orlando Joint Planning Area
CITY OF ORLANDO
POTENTIAL ANNEXATION PROPERTIES

WITHIN CITY LIMITS
(As of March 1, 1994)

POITRAS TRACT

LAKE NONA ESTATES
& GOLF COURSE

RANDALL/JOHNSON

MAURY CARTER

SWISSCO

JOINT PLANNING
AREA BOUNDARY
EXHIBIT G

A bill to be entitled
An act relating to annexation in Orange County, Florida; authorizing the County and its municipalicities to enter into joint planning agreements that establish joint planning areas, limitations on annexation powers, and limitations on County challenges to annexations; ratifying previous agreements; providing for severability; providing an effective date.

Be it Enacted by the Legislature of the State of Florida:

Section 1. Orange County and any municipality within its boundaries may establish joint planning areas by interlocal agreement. Such agreements may limit the municipality's ability to annex outside the joint planning area and may limit the County's legal ability to challenge annexations by the municipality. Any such agreements entered into heretofore by the County and a municipality after January 1, 1994 are approved, ratified, and confirmed.

Section 2. If any provision of this act or the application thereof to any person or circumstance is held
invalid, the invalidity shall not affect other provisions or applications of the act which can be given effect without the invalid provision or application, and to this end the provisions of this act are declared severable.

Section 3. This act shall take effect upon becoming a law.
JOINT STIPULATION OF SETTLEMENT

THIS JOINT STIPULATION OF SETTLEMENT (hereinafter "Settlement Agreement") is made and entered into this ___ day of ________, 1994, by and between ORANGE COUNTY, FLORIDA, a political subdivision of the State of Florida (the "County") and the CITY OF ORLANDO, a Florida municipal corporation (the "City").

RECITALS

WHEREAS, there are two actions pending in the Circuit Court of the Ninth Judicial in and for Orange County, Florida, styled Orange County, Plaintiff vs. City of Orlando, Defendant, being Case Numbers CI94-1653 and CI94-_______ (hereinafter collectively referred to as the "Lawsuit") under which the County is seeking review by certiorari of certain actions of, and ordinances enacted by, the City of Orlando;

WHEREAS, in an effort to reconcile all disputes concerning said actions and ordinances enacted by the City, all of which have been challenged in the Lawsuit, City and County intended to enter into a certain document entitled "Orlando-Orange County Joint Planning Area Agreement" (hereinafter the "Joint Planning Area Agreement"), a copy of which is attached hereto as Exhibit "A" and by this reference made a part hereof; and

WHEREAS, County and City have been involved in negotiations for several months during which certain statements have been made at meetings by staff, or the respective governing bodies, all as part of settlement negotiations; and
WHEREAS, it is the intention of County and City that any and all statements or other communications so made during settlement negotiations and meetings leading up to the negotiation of the terms and conditions of the Joint Planning Area Agreement shall be privileged and considered part of settlement negotiations and shall be inadmissible for any purpose in this Lawsuit.

NOW THEREFORE, in consideration of the covenants made by each party to the other and the mutual advantages to be realized by the parties hereto and of other good and valuable consideration, the receipts and sufficiency of which is hereby acknowledged, County and City hereby agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.

2. City and County hereby approve the Joint Area Planning Agreement in the form attached hereto as Exhibit "A" and incorporated herein and authorize execution thereof by the County Chairman and Clerk of the County Commission as to the County and the Mayor and City Clerk of the City as to the City.

3. City and County hereby approve the Joint Motions, including the Stipulated Final Judgments, attached hereto as Exhibit "B" and by this reference made a part hereof and authorize and direct their respective legal counsel to file said Joint Motions in connection with the Lawsuit.
4. As has been previously agreed to by the parties, all statements or other communications so made during settlement negotiations and meetings between County and City culminating in the Joint Planning Area Agreement and this Settlement Agreement shall be privileged and considered part of settlement negotiations and shall be inadmissible for any purpose in the Lawsuit.

5. The execution of this Settlement Agreement and the entry of the Stipulated Final Judgment shall not be deemed to constitute a waiver of City’s or County’s rights to enforce any and all of the provisions of the Joint Planning Area Agreement in accordance with the terms and conditions thereof.

6. The date of last execution by a party hereto shall be the date of this Settlement Agreement and such date shall be inserted on the first page hereof.

IN WITNESS WHEREOF, the County and City have executed this Settlement Agreement on behalf of the County and City, respectively, and have set their seals hereto as of the date set forth above.

ORANGE COUNTY, FLORIDA

BY: ____________________________
    County Chairman

DATE: __________________________
ATTEST: Martha O. Haynie, County Comptroller
As Clerk of the Board of County Commissioners

BY: Deputy Clerk

CITY OF ORLANDO, FLORIDA

BY: Mayor

DATE: __________________________

ATTEST:

Grace A. Chewning, City Clerk
EXHIBIT "B"

Form of

CITY OF ORLANDO/ORANGE COUNTY
WASTEWATER SERVICE TERRITORIAL AGREEMENT
CITY OF ORLANDO/ORANGE COUNTY
WASTEWATER SERVICE TERRITORIAL AGREEMENT

CONTRACT NO. ________

THIS AGREEMENT is made and entered into this ___ day of March, 1994 by and between the CITY OF ORLANDO, a municipal corporation located in Orange County, Florida ("City") and ORANGE COUNTY, a political subdivision of the State of Florida ("County").

RECITALS

1. The City is empowered by Chapters 166 and 180, Florida Statutes, and Chapter 30 of the Orlando City Code and the City Sewer Service Policy to provide wastewater service within and outside of the incorporated limits of the City of Orlando and pursuant to such authority, presently furnishes wastewater service to customers within and outside of the incorporated limits of the City of Orlando, Florida.

2. The County is authorized to provide wastewater service pursuant to Chapter 125 and 153, Florida Statutes, and the applicable sections of the Orange County Code, or any applicable resolutions, regulations or policies and other laws, within and throughout Orange County, Florida, and pursuant to such authority, presently furnishes wastewater service to customers in Orange County, Florida.

3. The City and the County both recognize the desirability and the need to provide wastewater service within
Orange County, Florida, in a manner which is both economical and consistent with the water conservation and management policy of the State of Florida.

4. The duplication of sewer service facilities by the parties would result in needless and wasteful government expenditures and wasted resources.

5. It is the intent of the City and the County to conserve and protect water resources of Orange County in the interests of public health, safety and welfare, and to avoid and eliminate the circumstances giving rise to the aforesaid duplications and resulting uneconomical and wasteful operations. To that end, the parties have agreed to an allocation of wastewater service areas for the period hereinafter fixed and set forth.

6. In order to accomplish said area allocation, the Parties have agreed upon a boundary line (hereinafter "Territorial Boundary"), encompassing an area hereinafter referred to as the "City's Territorial Area". The Territorial Boundary and the City's Territorial Area are, as of the effective date of this agreement, described and generally depicted in Composite Exhibit "A" attached to and incorporated in this Agreement. In case of conflict between the legal description and the map, the legal description shall control.

7. The area outside and adjacent to the City's Territorial Area (which includes the County's service areas,
other municipal service areas, and the service area of FPSC
certificated utilities) shall be referred to as the "Adjacent
Territorial Area."

8. In construing this Agreement, it is hereby declared by
the parties to be the purpose and intent of this Agreement to
prevent the needless and wasteful expenditures which would
result from unrestrained competition between two government
utilities operating in overlapping service areas. In all
decisions made and action taken pursuant to this Agreement, the
parties shall adopt the least restrictive means available for
customers to obtain safe, efficient and sufficient wastewater
service. The Parties will use their best efforts to process
boundary modifications to insure that customers receive the
best possible service. Nothing contained herein is intended to
prohibit persons, corporations or governments other than the
parties hereto from lawfully obtaining wastewater service from
either Orange County, Florida or the City of Orlando, pursuant
to Section 3.1 contained herein, subject to applicable state
law, including, but not limited to, the Orange County Growth
Management Policy, the City of Orlando Growth Management Plan,
as amended, where applicable, and the County and City Charters,
ordinances, rules and regulations, as amended, where
applicable, (hereafter "applicable law"). The City and the
County do not intend and are not by this Agreement (a) placing
undue or unreasonable restrictions upon free competition, (b)
fixing prices, or (c) unreasonably limiting wastewater service capacity.


ACCORDINGLY, in consideration of the recitals, agreements, and mutual covenants contained herein, the parties hereto agree as follows:

Section 1. RECITALS. The above recitals are true and correct, and by this reference are incorporated in this Agreement.

Section 2. DEFINITIONS. The County and the City agree that in construing this Agreement, the following words, phrases, and terms shall have the following meanings unless the context required otherwise:
2.1 "Adjacent Territorial Area" means the service areas and lands referred to in Recital No. 7 hereof, and includes all lands lying outside the City's Territorial Area.

2.2 "Agreement" means this City of Orlando/Orange County Wastewater Service Territorial Agreement, as it may from time to time be modified.

2.3 "Annexed Area" means any area which is subsequently annexed by the City of Orlando.

2.4 "City Area" means all of the territory and lands lying within and encompassed by the city limits of the City of Orlando as the same now or hereafter exist.

2.5 "City Territorial Area" means all lands lying within and encompassed by the Territorial Boundary, referred to in Recital No. 6, hereof.

2.6 "ERU" means an equivalent residential unit as defined by the policies, regulations and laws of the respective parties.

2.7 "Wastewater Facilities" means treatment facilities of any kind, pumps, aerators, chemical feed equipment, instrumentation, telemetering equipment, motors, engines, reservoirs, tanks, buildings, and all associated piping, lines, conduit, valves, headers, and other appurtenances required to pump and treat wastewater and the pipes, lines and conduits required to connect such Wastewater Facilities to the wastewater transmission lines which are owned or controlled by either party.
Section 3. AREA ALLOCATION AND NEW CUSTOMERS.

3.1 Allocations. The City's Territorial Area is hereby allocated to the City as its wastewater service area for the period of time hereinafter specified; and the Adjacent Territorial Area is hereby allocated to the County as its wastewater service area for the same period with the exception of those FPSC certificated areas.

3.2 New Customers. Neither the City nor the County shall be required to provide wastewater service to customers other than in their respective wastewater service areas.

The City agrees to provide wastewater service within its Territorial Area regardless of whether or not such property is located in the City. The City shall not require annexation or an agreement to annex as a prerequisite to providing wastewater service where: (1) an overriding public health, environmental or safety issue, such as, but not limited to, failing septic tanks, exists; (2) or for any occupied single family residential or singular non-residential business of less than 2,000 square feet (gross floor area). However, in accordance with Chapter 171, Florida Statutes, the City may require the owners of undeveloped properties or non-residential businesses other than those described above to annex or to agree to annex as a prerequisite to providing wastewater service. Notwithstanding anything contained herein to the contrary, the City shall not require annexation in an area
which cannot annex in compliance with Florida law or the Orange County/City of Orlando Joint Planning Area Agreement.

The County's wastewater territorial area shall be the Adjacent Territorial Area and shall be unaffected by annexation.

Except as set forth in this Agreement, neither party to this Agreement shall hereafter serve or offer to serve any customer located in the other party's territorial area, either permanently or temporarily, except after a written request from the other party. Should a party be unable to provide wastewater service in a timely manner to any property located within its respective wastewater service area, but within the other party's political boundaries (jurisdictional area) the party unable to provide the timely service (hereinafter the "First Party") shall apply to the other party for wholesale service to serve the property in accordance with Section 5 of this Agreement. For the purpose of this section, "timely" shall mean 18 months from the date of receipt by the First Party of: (1) either full payment of wastewater/sewer impact or capital fees, or their equivalent, by the First Party for 150 Equivalent Residential Units (ERU's), or full payment of wastewater/sewer impact or capital fees, or their equivalent by the First Party for 100% of the total proposed development (if less than 150 ERU's are included in the total proposed development), and (2) compliance with all other rules and regulations of the First Party.
3.3 Washington Park Area.

a. For those developed properties located within the Washington Park Area (as depicted on Exhibit B) and not connected to a sewage collection system, the County agrees to urge the property owners to connect, and the City agrees to make the necessary service connections pursuant to City rules and regulations applied on a City-wide basis from the developed properties to the City's collection system where its sewers are adjacent to the developed properties, upon the City receiving payment of $670 per equivalent residential unit (ERU) as a connection fee. For purposes of this section only, ERU shall mean an Equivalent Residential Unit, as defined by City laws and regulations applied on a City-wide basis. The method of payment to the City shall be as follows: a) For single family homes which are occupied by the property owner, the County will collect $270 per ERU from property owners desirous of connecting and who have not previously paid $270 per ERU connection fee to the City, and add $400 per ERU from County through its general fund or community development funds to total the $670 per ERU; b) For all other developed properties other than single family homes that are owner occupied, the County will collect $670 per ERU from property owners (or $400 from those who have previously paid $270 per ERU connection fee to the City). The County will remit the collected connection fees to the City.
b. In order to serve those developed properties that are not adjacent to the City's existing sewer lines, the County agrees to use its best efforts to obtain a Community Development Block Grant to fund the design and construction of the necessary sewage collection system extensions, and subsequently construct the necessary extensions. Upon completion of the sewage collection system extensions, the County will dedicate, at no cost or expense to the City, the extensions to the City. The City will connect the developed properties to the sewage collection system upon receiving $670 per ERU, as previously outlined in Paragraph 3.3a, above. Nothing in the payment or financing formulae contained in Section 3.3(a) or (b) shall be deemed to be a requirement on the City to provide sewage service to properties for which the wastewater/sewer impact fees have not been received by the City or for which sewage collection system extensions have not been constructed or dedicated as set out herein.

c. All developed properties within the Washington Park Area, as described in Exhibit B, connected (or to be connected as described herein) to the City's sewage collection system are, and will be, customers of the City, and the City will be responsible for the maintenance of the sewage collection system, as well as the collection, transmission, treatment and disposal of the wastewater.
d. The City agrees to assist and cooperate in the necessary plan reviews and permitting processes to facilitate the construction of the sewage collection system extensions, and the connections to the City's system.

e. In consideration of the City providing wastewater service to the developed properties in the Washington Park Area at the reduced connection fee of $670, the County agrees to make available to the City, 60,000 gallons per day ("gpd") of wastewater capacity anywhere within the County's wastewater system for use by the City subject to the City making application, and subject to all standard County rules, ordinances, rates, fees and policies except that the City's connection fees will be paid by the County, through its general fund or community development funds, for that 60,000 gpd of capacity.

f. Notwithstanding anything contained herein to the contrary, this subsection 3.3 shall expire on January 1, 2000, except that all connected customers shall remain wastewater customers of the City.

Section 4. TRANSFER OF CUSTOMERS AND SERVICE DISTRIBUTION FACILITIES.

4.1. Alteration of Territorial Boundaries - City/County. Recognizing that future circumstances coupled with good engineering practice and economical operation may necessitate alterations to the Territorial Boundaries as herein
described, the parties hereby agree that such Territorial Boundaries may be altered by mutual consent. The Territorial Boundaries may be altered to transfer up to twenty (20) acres by written letter agreements signed by both the County's Director of Public Utilities and the City's Director of Environmental Services. For boundary alterations transferring greater than twenty (20) acres, the party desiring such alteration of Territorial Boundaries shall prepare documents fully describing such alteration, which documents must be approved by the governing boards of each party as amendments to this Agreement. The documents shall provide the legal description of the proposed new Territorial Boundaries to amend Composite Exhibit "A" attached hereto.

4.2. Alteration of Territorial Boundary - City/Other. The City recognizes that the portion of the Territorial Boundary between the City and other municipalities and FPSC certificated service areas may be altered from time to time without approval from the County as long as Notice is delivered to the County 15 days prior to the boundary alteration.

4.3 Transfer. Should the territorial boundary be altered in accordance with Section 4.1 herein, the County shall transfer to the City, and the City shall transfer to the County, by direct transfer, all Customers now or hereafter served by either which are not in their respective retail service areas; and all such transfers shall be made on a basis
conformable to sound and economical engineering and operating practices. Two current customers of the County, Lake Shore Mobile Home Park, and Piezo Technologies, Inc. are hereby included in the City's Territorial Area, and shall automatically become customers of the City within 90 days of the execution of this Agreement. Current customers of the County within the Lake Nona PD shall become customers of the City within 30 days upon payment of $122,690.56 to County. The City and County will cooperate to ensure smooth transfer of the customers.

4.4 Time. The transfer of Customers hereunder shall be effectuated after the execution of the letter agreement or amendment as set forth in Paragraph 4.1 of this Agreement, when the party acquiring the Customers advises the other party of his ability to provide the required service. No additional Connection Fees will be charged to the customers receiving service at the time of the letter agreement or amendment and so transferred to the City or the County.

Section 5. CITY AND COUNTY SYSTEMS INTERCONNECTION. Subject to the terms, conditions, and procedures set forth herein, the City and the County agree to permit each other to interconnect their wastewater systems at appropriate points and receive service on a wholesale basis in order to better service the customers of the connecting party's system. The terms, conditions, and procedures for interconnection are set forth below:
5.1 Application for Wholesale Service. Either party to this Agreement may apply by submitting a letter to the other party in accordance with Section 10 hereof (a) requesting an interconnection with the other party's system, (b) designating on a map the proposed point(s) of connection to the other party's system, (c) specifying the term of connection and the capacity of wastewater (expressed as average daily flow in gpd) requested, and (d) designating the property(ies) to be served by such interconnection(s) and generally the type of customer(s) (e.g., industrial, residential mixed, etc.).

5.2 Letter Agreements. Within sixty (60) days after the date a party receives a letter application pursuant to Subsection 5.1, it shall indicate in writing its acceptance or rejection of the application transmitted to the applying party in accordance with Section 9 hereof. If accepted, the letter agreement shall be transmitted in accordance with Section 9 hereof and shall specify or designate, as appropriate (a) the acceptability of or an alternative to the point(s) of connection designated in the application, (b) the size of connection and wastewater capacity (expressed as average daily flow in gpd) to be provided, (c) the proposed rate per one thousand (1,000 gal.) gallons, including, but not limited to the type of customer, volume and capacity charges and the basis of any future rate adjustments, (d) an expiration date, if any, and (e) approximate availability date.
5.3 Acceptance of Letter Agreements. The party applying shall signify its acceptance of any such letter agreement received by submitting, in accordance with Section 9 hereof, a letter of acceptance, along with written plans and specifications for installation of the interconnection(s). Said letter and plans and specifications shall be submitted within sixty (60) days of the date of receipt of a letter agreement issued pursuant to Subsection 5.2 hereof. The plans and specifications shall be subject to the review and approval of the party providing wholesale service (hereinafter "provider"), which approval is subject to the terms herein and shall not be unreasonably withheld.

5.4 Connection Costs. The party requesting the interconnection(s) (hereinafter "purchaser") shall be responsible for paying in advance the costs of physically connecting to the provider's system and the provider shall then be responsible for making said interconnection(s). The provider shall also provide reasonable and necessary metering equipment and appurtenant fixtures for billing purposes at the expense of the purchaser. Responsibility of service shall pass from the provider to the purchaser at the outlet flange of the provider's meter.

5.5 Metering. Upon installation, calibration and acceptance, the metering equipment shall remain the property of the provider, and the provider shall be responsible for the
operation, maintenance, calibration and replacement of the meter. The provider shall read the meter for billing purposes. The metering equipment shall be accurate to +/- 5 percent of actual flow. The purchaser may request, in writing, an accuracy test by the provider without charge once during any twelve (12) month period. The purchaser may witness the test. Additional testing may be requested by the purchaser at the purchaser's cost for such test. Copies of the test results will be provided to the purchaser within thirty (30) days of the test. There will be no charge for tests that discover an inaccurate meter. If an inaccurate meter (meaning greater than 5% of deviation from actual flow) is found, bill adjustments will be made for one-half (1/2) of the preceding period since the last accuracy test, but in no case shall the preceding period exceed twelve (12) months or as otherwise agreed by the parties.

5.6 Wholesale Rates. Volume, new capacity, reserve capacity and customer charges will depend upon term of contract, size of connection, cost to serve, and other considerations. They will be established by mutual consent before Acceptance of Letter Agreement described in Subsection 5.3. The provider agrees to bill the purchaser on a monthly basis. The purchaser agrees to make payments to the provider within thirty (30) days from the date it receives any such bill from the provider. A past due notice will be mailed to the
purchaser after thirty (30) days; if payment has not been received after sixty (60) days from the date of original bill, service may be disconnected.

5.7 Status of Customers. Upon connection to the Purchaser's system of any customers which utilize any purchased wholesale service hereunder, those customers shall be and remain retail customers of the purchaser and shall pay the purchaser's rates, fees, charges, and deposits for service, provided, however, all such customers shall be required by purchaser to comply with all of provider's laws, regulations and policies regarding discharge, maintenance and such other factors as relate to the functioning of the provider's system and purchaser shall enforce same on behalf of provider.

5.8 Expiration of Letter Agreements. The parties by mutual agreement may in writing extend the duration of any letter agreement. The party requesting extension must send written notice prior to expiration. Acceptance or denial will be sent within sixty (60) days of said notice. Failure to respond within sixty (60) days from the expiration shall constitute default.

5.9 Wastewater Moratoriums. The purchaser will cooperate with the provider and assist with enforcement of the compliance with regulatory requirements such as Wastewater Moratoriums.

5.10 Notwithstanding anything in this Section 5 to the contrary, the City and County may from time to time agree to an
emergency interconnection under conditions to be agreed upon by the Orange County Public Utilities Director and City's Environmental Services Director.

Section 6. WASTEWATER FACILITIES. The City hereby reserves the right and authority and is hereby empowered to construct Wastewater Facilities anywhere in Orange County without regard to territorial areas, subject to compliance with applicable laws, rules and ordinances and to construct wastewater lines and reclaimed water lines to connect its facilities with other portions of its wastewater and reclaimed water transmission systems. Provided, however, that the City shall be required to comply with any applicable local, state or federal laws and regulations except that the City is exempt from obtaining a Utility Facility Permit. The County hereby reserves the right, authority, and is hereby empowered to construct Water and Wastewater Facilities anywhere in Orange County, including within the corporate limits of the City, without regard to territorial areas and to construct water and wastewater lines to connect its facilities with other portions of its water and wastewater transmission systems, subject to compliance with applicable law.

Section 7. DISCLAIMER OR THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or
implied is intended or shall be construed to confer upon or
give any person, corporation or governmental entity other than
the parties hereto any right, remedy or claim under or by
reason of this Agreement or any provisions or conditions
hereof; and all of the provisions, representations, covenants
and conditions herein contained shall inure to the sole benefit
of and shall be binding upon the parties hereto and their
respective representatives, successors and assigns.

Section 8. ASSIGNMENTS. The County and City shall each
have the right to independently assign or transfer all or part
of their rights, duties, and obligations hereunder to any
properly authorized commission, authority, or other public or
private agency empowered by law and financially able to effect
the purposes of this Agreement, which must assume, and
thereafter be exclusively responsible for the performance of
the terms of this Agreement to be performed by the County or
City hereunder.

Section 9. NOTICE: PROPER FORM. Any notice required or
allowed to be delivered hereunder shall be in writing and be
deemed to be delivered when (a) hand delivered to the official
hereinafter designated, or (b) upon receipt of such notice when
deposited in United States mail, postage prepaid, certified
mail, return receipt requested, addressed to a party at the
address set forth opposite the party's name below, or at such
other address as the party shall have specified by written
notice to the other party delivered in accordance with:
Section 10. INDEMNIFICATION/MISCELLANEOUS. To the extent allowed by State law, including Chapter 768, Florida Statutes, the County and the City agree (a) to hold the other harmless from the negligent acts or omissions of itself, its officers, employees, or agents, and (b) to hold the other harmless from third-party suits against the indemnifying party which result from the discontinuance of wastewater service for failure of the third party or purchaser to pay for wastewater service or other causes. Neither the County or City shall by virtue of entering into this Agreement waive the sovereign immunity limits established by State law. The parties agree that they have the authority to enter into and execute this Agreement and hereby covenant to enforce said Agreement.

The County hereby covenants that it will apply its laws and regulations to property owned by the County which is the site of a water or wastewater facility without any bias and in a manner which fully protects health, safety, and welfare. In
light of said covenant, the City, in its legislative capacity,
hereby finds and agrees that County regulations shall preempt
City regulations with respect to property owned by the County
which is the site of a water and wastewater facility, which
property is annexed either involuntarily or by Special Act,
after the effective date of this Agreement.

Section 11. SERVICE STANDARDS. Each of the parties hereto
agrees to comply with all state, regional, and federal
requirements and rules applicable to the provision of
wastewater service to the public. Under any connection
accomplished hereunder, however, the provider does not
guarantee any special service, pressure, quality, capacity,
availability or other facility other than what is required to
fulfill the provider's duty of reasonable care to those to whom
it provides wastewater service and such service standards
applied to similarly situated customers of its system.

Section 12. SEVERABILITY. If any part of this Agreement
is found invalid or unenforceable by any court, such invalidity
or unenforceability shall not affect the other parts of this
Agreement if the rights and obligations of the parties can
continue to be effected. To that end, this Agreement is
declared severable.

Section 13. TERM OF AGREEMENT. The term of this Agreement
shall commence on the date the City formally approves this
Agreement or the date of approval by the County, whichever is
later, and shall continue in full force and effect for a period
of twenty-five years (25) years. This agreement shall automatically be extended for successive ten (10) year periods unless either party provides notice of its intent to terminate one (1) year prior to the end of the initial term or any successive ten (10) year term.

Section 14. TIME OF ESSENCE. Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.

Section 15. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida.

Section 16. NOTICES; DEFAULT. Each of the parties hereto shall give the other party written notice of any defaults hereunder and shall allow the defaulting party ninety (90) days from the date of receipt to cure such defaults.

Section 17. CONSTRUCTION OF AGREEMENT, INTENT AND INTERPRETATION. In construing this Agreement, it is hereby declared by the parties to be the purpose and intent of this Agreement to prevent needless and wasteful expenditures which result from unrestrained competition between two utilities operating in overlapping service areas. This Agreement shall not be construed as forming any basis of any understanding for the modification or alteration of the powers of the City or the County as they now exist or may be modified in the future, except as are lawfully and expressly modified by the terms of this Agreement.
Section 18. ENTIRE AGREEMENT. This instrument constitutes the entire agreement between the parties and supersedes all previous discussions and understandings between the parties relating to the subject matter of this Agreement.
IN WITNESS WHEREOF, the parties hereto have hereunder executed this Agreement on the date and year first above written.

ORANGE COUNTY, FLORIDA

BY: __________________________
   County Chairman

ATTEST: Martha O. Haynie, County Comptroller
As Clerk of the Board of County Commissioners

BY: __________________________
   Deputy Clerk

FOR THE USE AND RELIANCE
OF ORANGE COUNTY ONLY.
APPROVED AS TO FORM
_____________ 19

__________________________
Alison M. Yurko
Assistant County Attorney

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ___ day of __________, 1994, by __________________, and __________________, as the Chairman, and Clerk/Deputy Clerk, respectively, of the BOARD OF COUNTY COMMISSIONERS, personally known to me, and known by me to be the persons described in and who executed the foregoing instrument, and who acknowledged before me that they have executed the foregoing instrument for the purposes therein expressed, and that they were duly authorized to do so and that they did/did not take an oath.

WITNESS my hand and official seal this ___ day of __________, 1994.

__________________________
Printed Name:________________________
My Commission expire:
FOR THE USE AND RELIANCE OF THE CITY OF ORLANDO ONLY. APPROVED AS TO FORM AND LEGALITY.

CITY OF ORLANDO, FLORIDA

By: ____________________  BY: ____________________
Richard Oldham  Mayor
Assistant City Attorney

ATTEST:

BY: ____________________  
Grace A. Chewning, City Clerk

STATE OF FLORIDA
COUNTY OF ORANGE

PERSONALLY APPEARED before me, the undersigned known by me to the ____________________, of the CITY OF ORLANDO, and acknowledged before me that he/she have executed the foregoing instrument on behalf of the CITY OF ORLANDO, as its true act and deed, and that he/she was duly authorized so to do. He/She is personally known to me and did/did not take an oath.

WITNESS my hand and official seal this ___ day of ____________, 1994.

Printed Name: ____________________
My Commission expire:

-24-

AMY650 03/18/94
City of Orlando Wastewater Service Area

Legal Description

Beginning at the northwest corner of the northeast 1/4 of the southeast 1/4 of Section 16, Township 22 South, Range 30 East, said point also being on the west right-of-way of Truman Road; thence run south along said west right-of-way to the southwest corner of the southeast 1/4 of the southeast 1/4 of said section 16; thence continue south 920' + to a point being the northeast corner of Parcel 002; thence west 275' +; thence south 400' +; thence east 275' + to the west right-of-way of Truman Road; thence continue south along the west right-of-way of Truman Road and Shoreview Drive to a point on the south right-of-way of Barton Drive; thence southeast along said south right-of-way to the northeast corner of Lot 13 as recorded in Plat Book "H", Page 16, Lake Barton Park, Orange County Records; thence run southwest along the east line of said Lot 13 to the southeast corner of Lot 13 and the north edge of Little Lake Barton; thence run southeast along the north edge of Lake Barton to a point on the west line of the northeast 1/4 of the southeast 1/4 of Section 21, Township 22, Range 30; thence run south along the west line of the northeast 1/4 of the southeast 1/4 and the west line of the southeast 1/4 of the southeast 1/4 of said Section 16 to the south line of said Section 16; thence run east along the south line of Sections 16 and 22, Township 22 South, Range 30 east, to the intersection with the center line of Tucker Avenue; thence run north along the center line of Tucker Avenue to the Center Line of Kline Street; thence run east along the center line of Kline Street to the west line of the east 1/4 of the southwest 1/4 of the
southeast 1/4 of said Section 22; thence run south to the south Section line of Section 22; thence run east to the southeast corner of the southwest 1/4 of the southeast 1/4 of Section 22, Township 22 south, Range 30 east; thence run south to the southeast corner of the southwest 1/4 of the northeast 1/4 of Section 27, Township 22 south, Range 30 east; thence run east to the southeast corner of the northeast 1/4 of said Section 27. Said point also being the centerline of Forsyth Road; thence run south along the east line of Sections 27 and 34, Township 22 south, Range 30 east, to a point 660' ± north of the southeast corner of the southeast 1/4 of said Section 34; thence run west 740' ± to the northwest corner of Parcel 54; thence run south 660' ± to the south line of said Section 34; thence run west 600' ± to the southwest corner of the southeast 1/4 of said Section 34; thence run south to a point on the north right-of-way of Curry Ford Road; thence run southeast along the north right-of-way of Curry Ford Road to a point on the east section line of Section 3, Township 23 south, Range 30 east; thence run south along the east section line of said Section 3 to a point on the southwest corner of Lot 8 as recorded in Plat Book "Q", Page 92, Golden Acres, Section "A"; thence continue southeast along the west boundary of Lots 9 through 25 to a point on the southwest corner of Lot 25, said point also being the northwest corner of the southeast 1/4 of the northwest 1/4 of Section 11, Township 23 south, Range 30 east; thence run south to a point on the south line of the northwest 1/4 of said Section 11; thence run west along the south line of the northwest 1/4 of Section 11 and the south line of the northeast 1/4 of Section 10, Township 23 south, Range 30 east to a point on the east right-of-way of Woodgate Boulevard; thence run south along the east right-of-way of Woodgate Boulevard to the north right-of-way of
Pershing Avenue; thence run west along the north right-of-way of Pershing Avenue to a point on the southwest corner of Lot 1, Pershing Operations Center as recorded in Plat Book 29, Page 20, Orange County Records; thence run north to the north line of the southwest 1/4 of Section 10, Township 23 south, Range 30 east; thence run east to the northeast corner of the southwest 1/4 of said Section 10; thence run north to the northeast corner of the northwest 1/4 of Section 10; thence run west along the north line of said Section 10 to the northwest corner of the northwest 1/4 of said Section 10; said point also being on the centerline of Semoran Boulevard (S.R. 436); thence run south 940' ± to a point parallel and 100' ± east of the southeast corner of Lot 1, Seville Oaks as recorded in Plat Book 10, Page 4, Orange County Records; thence run west 100' ± to the southeast corner of said lot; thence continue west along the south boundary of said Lot 1 to a point on the east right-of-way of Dixie Belle Drive; thence run north along the east right-of-way of Dixie Belle Drive to a point on the northwest corner of Lot 2, S.R. 436 Commerce Center as recorded in Plat Book 15, Page 62; thence run east along the north line of Lot 2 and Lot 1 of said S.R. 436 Commerce Center to a point on the east section line of the southeast 1/4 of Section 4, Township 23 south, Range 30 east; said point also being the center line of Semoran Boulevard (S.R. 436); thence run north to the northeast corner of said southeast 1/4; thence run west to the northwest corner of the southeast 1/4 of said Section 4; thence run south 630' ± to the northwest corner of Lot 4, Pinehurst Farms Subdivision, as recorded in Plat Book K, Page 68, Orange County Records; thence run east along the north line of Lot 4 and Lot 23 to the west right-of-way of Dixie Belle Drive; thence run south along the west right-of-way of Dixie Belle Drive to the south line of the northeast 1/4.
of Section 9, Township 23 south, Range 30 east; thence run east along the
south line of the northeast 1/4 of said Section 9, and the northwest 1/4
of Section 10, Township 23 south, Range 30 east to a point on the
northeast corner of the northwest 1/4 of the southwest 1/4 of said Section
10; thence run south to the south section line of said Section 10; thence
run east 660' ± to the northwest corner of the northeast 1/4 of the
northeast 1/4 of the northwest 1/4 of Section 15, Township 23 south, Range
30 east; thence run south to the south line of said northwest 1/4 of
Section 15, said point also being on the north line of Parcel 3 in the
southwest 1/4 of said Section 15; thence run west 600' ± to the northwest
corner of said Parcel 3; thence south 60' ±; thence east 460.58' ±; thence
south 560'± to the southwest corner of Parcel 18 in said Section 15;
thence run east to the southeast corner of Parcel 18, said point also
being the northeast corner of Countryside Subdivision as recorded in Plat
Book 9, Page 61, Orange County Records; thence run south along the east
boundary of said Countryside Subdivision to the southeast corner of said
Countryside Subdivision, said point also being on the north right-of-way
of an Orange County canal; thence run west along the north right-of-way of
said canal to the northeast corner of Lot 64, Conway Manor Replat, as
recorded in Plat Book 3, Page 119, Orange County Records; thence continue
west along the north boundary of said Lot 64 to the east right-of-way of
Commander Drive; thence run south along the east right-of-way of Commander
Drive to the centerline of Hoffner Road; thence run west 770' ± to the
northeast corner of the west 1/4 of the northwest 1/4 of the northwest 1/4
of Section 22, Township 23 south, Range 30 east; thence run south to the
north line of the south 1/2 of the northwest 1/4 of said Section 22, said
point also being the southwest corner of Parcel 013; thence run east to
the northeast corner of the southeast corner of the northwest 1/4 of said Section 22; thence run south 660' + to a point on the north line of the south 1/4 of the northeast 1/4 of said Section 22; thence run east to a point on the west line of the east 1/4 of the southwest 1/4 of the northeast 1/4 of said Section 22; thence run south to the south line of the northeast 1/4 of said Section 22; thence run east to the southwest corner of the southeast 1/4 of the southeast 1/4 of the northeast 1/4 of said Section 22; thence run north to a point on the north right-of-way of Seminole Avenue; thence run east along the north right-of-way to a point on the west line of the east 1/4 of the northwest 1/4 of Section 23, Township 23 south, Range 30 east; thence run south to a point on the north right-of-way of Suwanee Avenue; thence run east to the east section line of the southwest 1/4 of Section 23, Township 23 south, Range 30 east; thence run south to the northwest corner of the southwest 1/4 of said Section 23; thence run east along the north line of the southwest 1/4 of the southeast 1/4 of said Section 23, 1300' + to a point on the west line of the southeast 1/4 of the southwest 1/4 of said Section 23; thence run south 30' + to a point 30' west and parallel with the northwest corner of Parcel 020; thence run east along the north lines of Parcels 020, 035, and 017 to a point on the west right-of-way of Narcoossee Road (S.R. 15); thence run southeast along the west right-of-way of Narcoossee Road to a point on the north line of Section 25, Township 23 south, Range 30 east; thence continue southeast 165' + to the southeast corner of Parcel 052; thence run west 370' + to a point on the west section line of said Section 25; thence run south to the southwest corner of said Section 25, said point also being the northwest corner of Section 36, Township 23 south, Range 30 east; thence continue
south to a point on the south right-of-way of the Beeline Expressway; thence run east along the south right-of-way of the Beeline Expressway through Section 36, Township 23 South, Range 30 East; Section 31, Township 23 South, Range 31 East and a portion of Section 32, Township 23 South, Range 31 East to the intersection of the westerly right-of-way line of the Central Florida Greenway; thence southeasterly along said westerly right-of-way line through Section 32, Township 23 South, Range 31 East, Section 5, Township 23 South, Range 31 East and a portion of Section 8, Township 23 South, Range 31 East to the intersection of the north right-of-way line of Moss Park Road; thence westerly along said north right-of-way line and its westerly extension to the intersection of the westerly right-of-way line of Narcoossee Road (S.R. 15); thence southerly along said westerly right-of-way line to a point of intersection on the south line of Section 8, Township 24 South, Range 31 East; thence westerly along said south Section line to the southwest corner of said Section 8, said point also being the southeast corner of Section 7, Township 24 South, Range 31 East; thence westerly along the south line of Section 7 to the southwest corner of said Section 7, said point also being the northeast corner of Section 13, Township 24 South, Range 30 East; thence southerly along the east line of said Section 13 and the east line of Section 24, Township 24 South, Range 30 East and the east line of Section 25, Township 24 South, Range 30 East to the southeast corner of said Section 25; thence westerly along the south line of said Section 25 and the south line of Section 26, Township 24 South, Range 30 East and also along the south line of Section 27, Township 24 South, Range 30 East to the southwest corner of said Section 27; thence northerly along the west line of Section 27
and the west line of Section 22, Township 24 South, Range 30 East to the intersection of the north right-of-way line of Boggy Creek Road; thence run northwest along said north right-of-way to a point on the north section line of said Section 21, Township 24 South, Range 30 East; said point also being on the south line of Section 16, Township 24 South, Range 30 East; thence run west to the southwest corner of said Section 16; thence continue west along the south section line of Sections 17 and 18, Township 24 South, Range 30 East to the southwest corner of the southeast 1/4 of the southwest 1/4 of said Section 18; thence run north to the north section line of said Section 18, said point also being the south section line of Section 7, Township 24 South, Range 30 East; thence run west along the south section line to the southwest corner of said Section 7; thence continue west along the south section line of Section 12, Township 24 South, Range 29 East to a point on the centerline of Orange Avenue (S.R. 527); thence run north along said centerline to the north section line of said Section 12; thence run east to the northeast corner of said Section 12; said point also being the southwest corner of Section 6, Township 24 South, Range 30 East; thence run north along the west line of said Section 6, to the southwest corner of Section 31, Township 23 South, Range 30 East; thence run east to the southeast corner of the southwest 1/4 of said Section 31; thence run north to the northeast corner of the southeast 1/4, of the southwest 1/4 of said Section 31; thence run west to the west section line of said Section 31; thence run north to a point on the centerline of the Bee Line Expressway (S.R. 528); thence run northeast along the centerline of said S.R. 528 to a point on the north section line of said Section 31; thence run east along the north section line of said Section 31 and Section 32, Township 23 South, Range 30 East to a point on the northwest corner of the northeast 1/4 of the northeast 1/4 of said
Section 32, said point also being the southwest corner of the southeast 1/4 of the southeast 1/4 of Section 29, Township 23 south, Range 30 east; thence run north to south section line of the north 1/2 of said Section 29, said point also being the intersection of Conway Road and Winona Drive; thence run west along the centerline of Winona Drive to the centerline of Daetwyler Drive; thence run north to the north section line of said Section 29; thence run east to the intersection of Judge Road and Conway Road; thence run north along the centerline of Conway Road to a point 563' + south of the north section line of Section 20, Township 23 south, Range 30 east, said point also being parallel and west of the southwest corner of parcel 009 in said Section 20; thence run east 670' + to the southeast corner of said parcel 009; thence run south 660' + to the southwest corner of parcel 004, said point also being the southwest corner of the southeast 1/4 of the northeast 1/4 of the northeast 1/4 of said Section 20; thence run east to the west section line of Section 21, Township 23 south, Range 30 east; thence continue east to the northwest corner of the southwest 1/4 of the northeast 1/4 of said Section 21; thence run south to the southwest corner of the northeast 1/4 of said Section 21; thence run east 1980' + to the southeast corner of Parcel 36 in said Section 21; thence run north 660' +; thence run east 560' + to the west right-of-way of Sanoran Boulevard (S.R. 436); thence run north 660' + to a point on the south line of the north 1/2 of the northeast 1/4 of said Section 21; thence run west 727' + to the southwest corner of Tract "A" of Airport Business Center, Phase One, as recorded in Plat Book 12, Page 4, Orange County Records; thence run north to the north section line of said Section 21; thence run east to the northeast corner of said Section 21; said point also being the southwest corner of the southwest 1/4 of Section
the southwest corner of Brandy Harbor as recorded in Plat Book 7, Page 142, Orange County Records; thence continue north and west along the boundary of said Brandy Harbor to the west section line of the Southeast 1/4 of section 5, Township 23 south, Range 30 east; thence run north to the northwest corner of the southwest 1/4 of the southeast 1/4 of said Section 5; thence run west along the south line of the north 1/2 of the south 1/2 of Sections 5 and 6, Township 23 south, Range 30 east to the southwest corner of the northwest 1/4 of the southwest 1/4 of said Section 6, said point also being the intersection of East Michigan Street and South Fern Creek Avenue; thence run south along the east section line of Sections 1 and 12, Township 23 south, Range 29 east to the southeast corner of the northeast 1/4 of the southeast 1/4 of said Section 12; thence continue south 330'± to a point parallel and east of the southeast corner of Lot 12, Southern Belle Subdivision as recorded in Plat Book 2, Page 144, Orange County Records; thence run west 42'± to the southeast corner of said Lot 12; thence continue west and southwest along the south boundary of said Southern Belle Subdivision to a point on the south section line of said Section 12; thence run west along said south section line to the southwest corner of the southeast 1/4 of said Section 12; thence continue west 520'± to the southwest corner of Randolph's Plat as recorded in Plat Book C, Page 58, Orange County Records; thence run northwest, northeast, and west along the border of said Randolph's Plat to a point on the west line of the southeast 1/4 of the southwest 1/4 of said Section 12; thence run north to the northwest corner of the northeast 1/4 of the southwest 1/4 of said Section 12; thence continue north 500'± to a point on the southeast corner of Jenny Jewel Point as recorded in Plat Book 13, Page 149, Orange County Records; thence run west along the south
line of said Jenny Jewel Point Subdivision to a point on the centerline of Jennie Jewel Drive; thence run southwest and west along the centerline of Jennie Jewel Drive to a point on the centerline of South Orange Avenue, said point also being on the east section line of Section 11, Township 23 south, Range 29 east; thence run north 220° to the point of intersection with the centerline of Drennen Road; thence run west along the centerline of Drennen Road to the point of intersection with the S.C.L. Railroad; thence run northwest 1100° along the centerline of said S.C.L. Railroad to a point parallel and east of the southeast corner of Albert Shores as recorded in Plat Book Q, Page 167, Orange County Records; thence run west 25° to said southeast corner of Albert Shores; thence continue west along the south boundary line of Albert Shores to a point on the west section line of the northeast 1/4 of said Section 11; thence run north to the southeast corner of the southwest 1/4 of Section 2, Township 23 south, Range 29 east; thence continue north along the east section line of the southwest 1/4 of said Section 2 to a point on the south right-of-way of West Michigan Street; thence run northwest and west along said south right-of-way to a point on the west line of the northeast 1/4 of the southwest 1/4 of said Section 2; thence run north to the northwest corner of the northeast 1/4 of the northwest 1/4 of said Section 2; thence run west to the northwest corner of said Section 2, said point also being the southeast corner of Section 34, Township 22 south, Range 29 east; thence run north 1020° to a point on the centerline of Grand Street; thence run west 1010° to a point parallel and 15' south of the southeast corner of Parcel 181; thence run north 15' to said southeast corner of Parcel 181; thence continue north 308° to the northeast corner of Parcel 181; thence run west to the east right-of-way of South Orange Blossom Trail; thence
run south to the north right-of-way of Grand Street; thence run west to
the east right-of-way of south Nashville Avenue; thence run north 276'\pm to
the northwest corner of Lot 1, MacDougal's Clear Lake Gardens as recorded
in Plat Book N, Page 10, Orange County Records; thence run west to the
southwest corner of the northwest 1/4 of the southeast 1/4 of said Section
34; thence run north 720'\pm to a point parallel and 30' east of the
northeast corner of Parcel 35 in the southwest 1/4 of said Section 34,
Township 22 south, Range 29 east; thence run west 30' to said northeast
corner of Parcel 35, said point also being on the south right-of-way of
Monte Carlo Trail; thence run west to a point on the east right-of-way of
Tampa Avenue; thence run south 300'\pm to the northwest corner of Parcel 29
in the southwest 1/4 of said Section 34; thence run west 350'\pm to the
northwest corner of Parcel 002; thence run southwest 350'\pm along the west
boundary of Parcel 002, to a point on the south line of the northwest 1/4
of the southwest 1/4 of said Section 34; thence run west to the southwest
corner of the northwest 1/4 of the southwest 1/4 of said Section 34;
thence run south to the northwest corner of the northwest 1/4 of Section
3, Township 23 south, Range 29 east; thence continue south 1980'\pm to the
southwest corner of Parcel 009 in the northwest 1/4 of said Section 3;
thence run east 1030'\pm to a point on the northwest corner of Rio Grande
Terrace, 5th Addition, as recorded in Plat Book X, Page 81, Orange County
Records; thence run south to the southwest corner of said Rio Grande
Terrace, 5th Addition; thence run east 260'\pm to the northeast corner of
Lot 10, Rio Grande Terrace, 8th, as recorded in Plat Book I, Page 71,
Orange County Records; thence run south to the north right-of-way of 29th
Street; thence run east to the east section line of the southwest 1/4 of
said Section 3; thence run south to the centerline of said Interstate No.
4; thence run west and southwest along said centerline through Sections 3, 4, 9 and 8 all in Township 23 south, Range 29 east to a point on the south section line of Section 8, Township 23 south, Range 29 east; thence run east to the southeast corner of said Section 8, said point also being the northeast corner of Section 17, Township 23 south, Range 29 east; thence run south 1290½' to the northeast corner of Parcel 006 in said Section 17; thence run west 660½' to the northwest corner of said Parcel 006; thence run south 660½; thence east 330½; thence south 646½ to the north right-of-way of Americana Boulevard; thence continue south 90½ to the south right-of-way of Americana Boulevard; thence run east 330½ to the east section line of said Section 17; thence run south to the southeast corner of said Section 17; thence run west 2190½ to the southeast corner of Parcel 012 in said Section 17; thence run northwest 688½ to the northeast corner of Parcel 012; thence run west 988½; thence south 681½ to the south section line of said Section 17; thence run west to the southwest corner of said Section 17, said point also being the northwest corner of Section 20, Township 23 south, Range 29 east; thence run south to the southwest corner of the northwest 1/4 of said Section 20; thence run east 660½ to a point parallel and 30½ north of the northeast corner of Parcel 401 in the southwest 1/4 of said Section 20; thence run south 30½ to said northeast corner of Parcel 401; thence continue south 1250½ to the north right-of-way of the Sunshine State Parkway; thence run northwest along the north right-of-way of said Sunshine State Parkway 550½; thence run south 560½ to a point on the south right-of-way of said Parkway and the northeast corner of Parcel 00402 in the southwest 1/4 of said Section 20; thence continue south to a point on the south section line of said Section 20, said point also being 270½ east of the southwest
corner of said Section 20, thence run west to the southwest corner of said Section 20, said point also being the southeast corner of Section 19, Township 23 south, range 29 east; thence continue west to the southwest corner of the southeast 1/4 of said Section 19; thence run south to the south section line of Section 30, Township 23 south, Range 28 east, said point also being on the north line of Section 31, Township 23 south, Range 29 east; thence run west to northwest corner of said Section 31, said point also being the southeast corner of Section 25, Township 23 south, Range 28 east; thence continue west to the southwest corner of the southeast 1/4 of said Section 25; thence run north to the northwest corner of the southeast 1/4 of said Section 25; thence run west to the southwest corner of the northwest 1/4 of said Section 25; thence run north to the northwest corner of said Section 25, said point also being the southeast corner of Section 23, Township 23 south, Range 28 east; thence continue north 1260'±

to a point parallel and 30'± east of the southeast corner of Lot 1, Dr. Phillips High School, as recorded in Plat Book 17, Page 115, of Orange County Records; thence run west 30'± to the southeast corner of said Lot 1; thence continue west 1297'± to the southwest corner of said Lot 1; thence run north 1332'± to a point on the south boundary of Lot 20, Orange Tree Country Club, Unit Five as recorded in Plat Book 18, Page 107, Orange County Records; thence run east 55.21'± to the southeast corner of said Lot 20; thence run north 197.64'± to the northeast corner of Lot 21; thence run westerly along the north line of said Lot 21 and the north right-of-way of Green Pine Court, to the east right-of-way of Woodgreen Drive; thence run northeasterly along the east and southern right-of-way of said Woodgreen Drive to a point on the east section line of said
Section 23, said point also being on the centerline of Turkey Lake Road; thence run north along the centerline of Turkey Lake Road through Sections 23 and 14, Township 23 south, Range 28 east, to the southeast corner of Section 11, Township 23 south, Range 28 east; thence continue north along the east section line of said Section 11, to a point on the north right-of-way of the Sunshine State Parkway; thence run northwest along the north right-of-way of the Sunshine State Parkway, through Sections 11 and 3, Township 23 south, Range 28 east, to a point on the east right-of-way of South Apopka Vineland Road; thence run north along said east right-of-way of South Apopka Vineland Road to a point on the north section line of Section 3, Township 23 south, Range 28 east; thence run east to the northeast corner of said Section 3, said point also being the northwest corner of Section 2, Township 23 south, Range 28 east; thence run south to the southwest corner of the northwest 1/4 of the northwest 1/4 of said Section 2; thence run east 1320' to the southeast corner of the northwest 1/4 of the northwest 1/4 of said Section 2; thence run north 664' to the northwest corner of Lot 28 in Hawksnest Subdivision, as recorded in Plat Book 21, Page 138, Orange County Records; thence run east and northeast to the northeast corner of said Hawksnest Subdivision, said point also being on the west line of the northeast 1/4 of the northeast 1/4 of said Section 2; thence run north to the southwest corner of the southeast 1/4 of the southeast 1/4 of Section 35, Township 22 south, Range 28 east; thence continue north to a point on the southeast corner of Tract "B" in Cinnamon Bay, Phase I as recorded in Plat Book 9, Page 52 of Orange County Records; thence run east and northeast to the southeast corner of said Cinnamon Bay, Phase 1; thence run east 60' to the east section line of said Section 35; thence run north to the northwest corner of the
southwest 1/4 of the northwest 1/4 of Section 36, Township 22 south, Range 28 east; thence run east to the northwest corner of the southeast 1/4 of the northeast 1/4 of said Section 36; thence run south 700'± to a point on the north right-of-way of Westgate Drive; thence run east 750'± along the north right-of-way of said Westgate Drive to the southwest corner of Lot 2, a replat of Lot 7, Metrowest as recorded in Plat Book 20, Page 13 of Orange County Records; thence run north 343'± to the northwest corner of said Lot 2; thence run east 585'± to the northeast corner of said Lot 2, said point also being on the east section line of the northeast 1/4 of said Section 36; thence run north 320'± to the northwest corner of the southwest 1/4 of the northwest 1/4 of Section 31, Township 22 south, Range 29 east; thence run east to the southwest corner of northeast 1/4 of the northeast 1/4 of Section 31; thence run north to the northwest corner of the southeast 1/4 of the southeast 1/4 of Section 30, Township 22 south, Range 29 east; thence run east to the east section line of said Section 30; thence run north to the centerline of the Holland East-West Expressway; thence run east 2360'± to a point of intersection with Kerry Drive; thence run north along the centerline of said Kerry Drive to the north section line of Section 29, Township 22 south, Range 29 east, said point also being the centerline of Colonial Drive (S.R. 50); thence run west to the northwest corner of the northwest 1/4 of said Section 29, said point also being the southwest corner of Section 20, Township 22 south, Range 29 east; thence run north to the northwest corner of the southwest 1/4 of said Section 20; thence run east 1986'± to a point on the north right-of-way of Country Club Drive; thence run south 1320'± to the southwest corner of Lot 8, Lake Lawne Shores, 2nd Addition, as recorded in Plat Book W, Page 70 of Orange County Records; thence run east to a point.
on the southwest corner of said Lot 01000, Cleaents Second Addition as recorded in Plat Book 4, Page 79 of Orange County Records; thence run north 147' to the northwest corner of said lot 01000; thence run east to a point on the west right-of-way of Mercy Drive; thence run south along said west right-of-way of Mercy Drive to a point on the north right-of-way of West Colonial Drive (S.R. 50); thence run east 235' to the southeast corner of Parcel 071 in the southeast 1/4 of said Section 20; thence run north 150'; thence run west 175' to the east right-of-way of Mercy Drive; thence run north 510' to a point on the north right-of-way of El Rey Road; thence run east 175' to the southeast corner of Lot 1, S.R. Cook's Annex as recorded in Plat Book 8, Page 1 (condo); thence run north 160'; thence west 175' to the east right-of-way of Mercy Drive; thence run north 1032' to a point on the southwest corner of Parcel 035; thence run east 216'; thence run north 210' to a point on the south line of Lot 16, Lake Lawne Shores Annex, as recorded in Plat Book W, Page 53, Orange County Records; thence run east to the southeast corner of Lot 10 in said Lake Lawne Shores Annex; thence run north to the north line of the southeast 1/4 of said Section 20; thence run west to the southwest corner of the northeast 1/4 of said Section 20; thence run north 846' to the northwest corner of Parcel 01000 Lake Lawne Apartments as recorded in Plat Book 4, Page 45; thence run east 1051'; thence north 8'; thence east 238' to a point on the west right-of-way of Mercy Drive; thence run north 1000' to a point on the northeast corner of Parcel 006 in the northeast 1/4 of said Section 20; thence run west to the west section line of the northeast 1/4 of said Section 20; thence run north to the northwest corner of the northeast 1/4 of said Section 20, said point also being the southeast corner of the southwest 1/4 of Section 17, Township 22 south,
Range 29 east; thence run west 660' to the southwest corner of Lot 119, W.R. Hunger Subdivision as recorded in Plat Book E, Page 3, Orange County Records; thence run north 1140' to a point on the west bank of an Orange County canal located in said Section 17; thence run northeast and north along the west bank of said canal to a point on the west right-of-way of Princeton Street (S.R. 438); thence run northwest along the west right-of-way of said Princeton Street to the west section line of the northeast 1/4 of said Section 17; thence run north to the northwest corner of the southwest 1/4 of the northeast 1/4 of said Section 17; said point also being the centerline of Silver Star Road; thence run west 1850' to a point parallel and 56' north of the northeast corner of Parcel 011, Silverdale Subdivision, as recorded in Plat Book 18, Page 29, Orange County Records; thence run south 56' to said northeast corner of Parcel 011; thence continue south 809' to the southeast corner of Parcel 012 in said Silverdale Subdivision; thence run west to the west section line of said Section 17; thence run north to the northwest corner of the southwest 1/4 of the northwest 1/4 of said Section 17; thence run west 1300' to the southwest corner of the northeast 1/4 of the northeast 1/4 of Section 18, Township 22 south, Range 29 east; thence run north to the northwest corner of the southeast 1/4 of the southeast 1/4 of Section 7, Township 22 south, Range 29 east; thence run east to the east section line of said Section 7; thence run north 1460' to a point on the north right-of-way of Donovan Street; thence run west 900' to the southeast corner of Parcel 013 in the northeast 1/4 of said Section 7; thence run north 760' to the northeast corner of said Parcel 013; thence run northwest 435' to the northwest corner of said Parcel 013, said point being parallel and 60' southwest of the southeast corner of Lot 6, Rolling Pines Manor as recorded in Plat.
Book 4, Page 11, Orange County Records; thence run northeast 60'± to said southeast corner of Lot 6; thence continue northeast 204'± to the northeast corner of said Lot 6; thence run north 810'± to the southeast corner of Lot 31, Pine Hills Manor as recorded in Plat Book R, Pages 132 and 133, Orange County Records; thence run west 675'± to the southeast corner of Lot 27 in said Pine Hills Manor; thence run north 335'± to the southeast corner of Lot 26 in said Pine Hills Manor; thence run west 624'± to the west section line of the northeast 1/4 of said Section 7; thence run north 235'± to the northwest corner of the northeast 1/4 of said Section 7, said point also being the southwest corner of the southeast 1/4 of Section 6, Township 22 south, Range 29 east; thence continue north 1980'± to a point parallel and 50'± west of the southwest corner of Lot 1, north Pine Hills Subdivision, as recorded in Plat Book X, Page 107 of Orange County Records; thence run east to the southwest corner of said Lot 1; thence continue east 1600'± to the southeast corner of said north Pine Hills Subdivision; thence run north 660'± to the north section line of the southeast 1/4 of said Section 6; thence run west 1000'± to the southwest corner of Lot 26, Clarion Oaks Subdivision as recorded in Plat Book 25, Page 123, Orange County Records; thence run north to the south right-of-way of Clarcona-Ocoee Road, said point being in the southeast 1/4 of Section 31, Township 21 south, Range 29 east; thence run northeast 660'± to the northeast corner of Lot 1, Windsong Estates as recorded in Plat Book 9, Pages 109 and 110, of Orange County Records; thence run south 178'±; thence run east 410'± to the northeast corner of Lot 7 in said Windsong Estates; thence run south to the north section line of the southeast 1/4 of the northeast 1/4 of Section 6, Township 22 south, Range 29 east; thence run east to the northwest corner of the southwest 1/4 of
the northwest 1/4 of Section 5, Township 22 south, Range 29 east; thence continue east to the west right-of-way of Long Road; thence run southwest along said west right-of-way of Long Road to a point on the south section line of the northwest 1/4 of said Section 5; thence run east 1100'± to a point parallel and 15'± south of the southeast corner of Lot 22, Munger Land Company, as recorded in Plat Book E, Page 22, of Orange County Records; thence run northeast 15'± to said southeast corner of Lot 22, Munger Land Company; thence continue northeast 998'± to the southwest corner of Lot 11, in said Munger Land Company; thence run east 88'± to the southeast corner of said Lot 11; thence run north to the north section line of the northeast 1/4 of said Section 5; thence run east 370'± to the southwest right-of-way of north Orange Blossom Trail (U.S. 441); thence run southeast 1260'± to a point parallel and 165'± southwest of the south right-of-way of an Orange County canal located in the northwest 1/4 of Section 4, Township 22 south, Range 29 east; thence run northeast 220'± to a point on the south right-of-way of said canal, and the northeast right-of-way of north Orange Blossom Trail (U.S. 441); thence continue northeast along the south right-of-way of said canal to a point on the centerline of the S.C.L. Railroad right-of-way in the southwest 1/4 of Section 33, Township 21 south, Range 29 east; thence run northwest along the centerline of said S.C.L. Railroad right-of-way 400'±; thence run northeast 70'± to the southwest corner of Lot 131, American Business Center, as recorded in Plat Book 6, Page 21 of Orange County Records; thence continue northeast along the northeast line of said Lot 131 to a point on the south right-of-way of Edgewater Drive; thence continue northeast 46'± to the centerline of said Edgewater Drive; thence southeasterly along the center line of Edgewater Drive (State Road S-424)
to the north section line of Section 10, Township 22 south, Range 29 east; thence continue southeasterly along said centerline 600' ± to a point parallel and 42' ± southwest of the southwest corner of Lot 8, Fairview Corner, as recorded in Plat Book Q, Page 45, Orange County Records; thence run northeast 42' ± to said southwest corner of Lot 8; thence continue northeast 159.9' ±; thence southeast 24' ± to the southeast corner of Lot 4 in said Fairview Corner Subdivision; thence run north 137' ± to the center line of Fairbanks Avenue (State Road S-424A); thence east along the center line of Fairbanks Avenue (S.R. S-424A) to the center line intersection of the center lines of Fairbanks Avenue (State Road S-424A) and Formosa Avenue; thence south along the center line of Formosa Avenue to the center line intersection of the center lines of Formosa Avenue and Fair Street, being also the northwest corner of Section 13, Township 22 south, Range 29 east; thence east to the east right-of-way line of Interstate 4; thence north along the east right-of-way line to the intersection of the center line of Dartmouth Avenue; thence east along that center line to the center line of Clay Avenue; thence south along said center line to the north line of Section 13, Township 22 South, Range 29 East; thence east along that north line and north line of the northwest 1/4 of Section 18, Township 22 south, Range 30 east, to the northwest corner of Lot 35441, Beverly Shores as recorded in Plat book "Q", Page 44; thence south 161 feet, more or less, to the north right-of-way line of Nottingham Street; thence southeasterly along said north right-of-way of Nottingham Street to the center line of the abandoned railroad right-of-way; thence northeasterly along said center line of the abandoned railroad right-of-way to the west line of the northeast 1/4 of the northwest 1/4 of Section 18, Township 22 south, Range 30 east; thence
south along the west line of said northeast 1/4 to the southwest corner thereof; thence east along the south line of said northeast 1/4 to the west line of the east half of Section 18, Township 22 south, Range 30 east; thence south along said west line of the east half of Section 18, to the south line of the north 1/2 of said Section 18; thence east along said south line of the north 1/2 of Section 18, Township 22 south, Range 30 east, to the northwest corner of the Ripples Subdivision as recorded in Plat Book "S", Page 26; thence southerly along the west boundary of said Ripples Subdivision and its southerly extension to the north line of the Park, as recorded in Beeman Park Subdivision, Plat Book "L", Page 91; thence southeasterly along the northeast boundary of said Beeman Park Subdivision to the west boundary of Parklando No. 3 subdivision as recorded in Plat Book "N", Page 69; thence north along said west boundary to the northwest corner of said Parklando Subdivision; thence east along the north boundary of said Parklando Subdivision and its easterly extension to the intersection of the center line of East Winter Park Road; thence north along the center line of said Winter Park Road 245'± to a point parallel and 40'± west of the southwest corner of Lot 3, Parklando Subdivision, No. 2, as recorded in Plat Book "N", Page 45; thence run east 40'± to said southwest corner of Lot 3; thence continue east to the southeast corner of said Lot 3; thence run north to the north boundary of said Parklando Subdivision; thence run east along the north boundary of said Parklando Subdivision to the west line of Section 17, Township 22 south, Range 30 east; thence north along the west line of said Section 17, to the southwest corner of the northwest 1/4 thereof; thence east along the south line of said northwest 1/4, of Section 17, Township 22 south, Range 30 east to the southeast corner of Lot 15, of Quail Hollow as
recorded in Plat Book "3", Page 53, located on the south line of the northwest 1/4 of Section 17, Township 22 south, Range 30 east; thence north 175 feet; thence east 230 feet; thence south 175 feet to a point on the south line of the northwest 1/4 of Section 17, Township 22 south, Range 30 east; thence east along said south line of said Section 17 to the southwest corner of the southeast 1/4 of the northwest 1/4 of Section 17, Township 22 south, Range 30 east; thence north along the west line of said southeast 1/4 to the south right-of-way line of Glenridge way; thence east along the south right-of-way line of Glenridge Way to the southwest corner of the northeast 1/4 of the northeast 1/4 of Section 17, Township 22 south, Range 30 east; thence east along the south line of said northeast 1/4 and along the south line of the northwest 1/4 of the northwest 1/4 of Section 16, Township 22 south, Range 30 east, to the west right-of-way line of Lakemont Avenue; thence southerly along the west right-of-way line of Lakemont Avenue to the south line of the northeast 1/4 of Section 17 Township 22 south, Range 30 east; thence east along the south line of said northeast 1/4 and the south line of the northwest 1/4 of Section 16, Township 22 south, Range 30 east, to the southwest corner of Lot 1, McCallum's Subdivision, as recorded in Plat Book "A", Page 98; thence north along the west boundary of said Lot 1 and its northerly extension to the north right-of-way line of Glenridge Avenue; thence east 20 feet, more or less, thence north 1005 feet ±, more or less, to a point 330'± south of the north line of Section 16, Township 22 south, Range 30 east;
thence east on a line parallel to and 330' ± south of the north line of Section 16, to the northwest corner of Lot 1, Greenview, at Winter Pines, as recorded in Plat Book 7, Pages 31 and 32 of Orange County Records; thence south along the west line of said subdivision to the south line of the north 1/2 of Section 16, Township 22 south, Range 30 east, and the point of beginning.
EXHIBIT "C"

Form of

AMENDED AND RESTATED
ORLANDO UTILITIES COMMISSION/ORANGE COUNTY
WATER SERVICE TERRITORIAL AGREEMENT
AMENDED AND RESTATED
ORLANDO UTILITIES COMMISSION/ORANGE COUNTY
WATER SERVICE TERRITORIAL AGREEMENT

CONTRACT NO. _________
THIS AGREEMENT is made and entered into this ___ day of __________, 198594, by and between the ORLANDO UTILITIES COMMISSION, a utilities commission created by a special act of the Florida legislature ("Commission"), and ORANGE COUNTY, a charter county and political subdivision of the State of Florida ("County").

RECITALS

1. The Commission is empowered by Chapter 9861, Laws of Florida (1923), as amended, to provide water service within the City of Orlando and Orange County, Florida, and pursuant to such authority, presently furnishes potable water to customers in Orange County, Florida, for all types of water use.

2. The County is authorized not only to provide potable water service, but also reclaimed water service, pursuant to Chapters 125 and 153, Florida Statutes, and other laws its charter and the constitution and laws of the State of Florida, within and throughout Orange County, Florida, and pursuant to such authority, presently furnishes both potable and reclaimed water to customers in Orange County, Florida.

3. The Commission and the County both recognize the desirability and the need to provide water service, including but not limited to potable and reclaimed water, within Orange County, Florida, in a manner which is both economical and consistent with the environmental and water conservation and management policies of the State of Florida.

4. The duplication of water service facilities by the parties would result in needless and wasteful expenditures and wasted resources.
5. It is the intent of the Commission and the County to conserve and protect water resources of Orange County in the interest of public, health, safety and welfare, and to avoid and eliminate the circumstances giving rise to the aforesaid duplications and resulting uneconomical and wasteful operations. To that end, the parties have agreed to an allocation of water service areas for the period hereinafter fixed and set forth.

6. In order to accomplish said area allocation, the parties have agreed upon a boundary line (hereinafter "Territorial Boundary"). An area hereinafter referred to as the "Commission's Territorial Area". The Territorial Boundary and the Commission's Territorial Area (which includes the City of Orlando, the service area of all certificated or franchised investor-owned utilities, and certain unincorporated portions of Orange County, Florida) are described and generally depicted in Exhibit "A" attached to and incorporated in this Agreement. In case of conflict between the legal description and the map, the legal description shall control. It is further the parties' intent to avoid the unpredictability and uncertainty of continually changing utility service areas, which frustrate the ability of either party to make prudent capital investment in their systems or to plan for efficient work forces.

7. The area outside and adjacent to the Commission's Territorial Area (which includes the County's service area, municipal service areas, and the service area of certificated or franchised investor-owned utilities) shall be referred to as the "Adjacent Territorial Area". It is further the parties' intent (i) to recognize the growing potential market for reclaimed water and the increasing regulatory impetus to provide it to residential as well as nonresidential consumers so as to protect the environment and (ii) to ensure that the Commission maintains its ability to be a supplier of all useable water, not just potable, but reclaimed water as well.

8. Consonant with the foregoing objectives, the Commission and the County also wish to implement, on a case-by-case basis, an interconnect agreement.

9. The provision of temporary and permanent wholesale water service in areas where alternative public facilities are not yet available may prevent duplication of water service facilities in certain areas of Orange County, Florida.

10. A system-wide interconnect agreement will facilitate the provision of water service by the parties hereeto in order to deal with potential public emergencies caused by water shortages.
11. In construing this Agreement, it is hereby declared by the parties to be the purpose and intent of this Agreement (i) to prevent the needless and wasteful expenditures and harm to water conservation and management which would result from unrestrained competition between two government utilities operating in overlapping service areas and (ii) to ensure the environmentally and economically sound disposal of the County's reclaimed water in a way that is fair and equitable to both parties. In all decisions made and action taken pursuant to this Agreement, the parties shall adopt the least restrictive means available for consumers to obtain safe, efficient, economical, and sufficient water. The parties will use their best efforts to process boundary modifications to ensure that consumers receive the best possible service at the lowest possible cost. Nothing contained herein is intended to prohibit persons, corporations, or governments other than the parties hereto from lawfully providing water service within Orange County, Florida, subject to applicable state law, including, but not limited to, the Orange County Growth Management Policy Comprehensive Policy Plan, as amended, where applicable, and the Commission's Charter, as amended, where applicable (hereinafter "applicable law"). The Commission and the County do not intend and are not by this Agreement (a) placing undue or unreasonable restrictions upon free competition, (b) fixing prices, or (c) unreasonably limiting the availability of water service capacity.

ACCORDINGLY, in consideration of the recitals, agreements, and mutual covenants contained herein, the parties hereto agree as follows:

SECTION 1. RECITALS. The above recitals are true and correct, and by this reference are incorporated in this Agreement.

SECTION 2. DEFINITIONS. The County and the Commission agree that in construing this Agreement, the following words, phrases, and terms shall have the following meanings unless the context requires otherwise:
2.1. "Adjacent Territorial Area" means the service areas and lands referred to in Recital No. 7 hereof, and includes all lands lying outside the Commission's Territorial Area.

2.2. "Agreement" means this Amended and Restated Orlando Utilities Commission/Orange County Water Service Territorial Agreement, as it may from time to time be modified.

2.3. "Annexed Area" means any area located in the Adjacent Territorial Area which is subsequently annexed by and to-the-City-of-Orlando.

2.4. "City Area" means all of the territory and lands lying within and encompassed by the city limits of the City of Orlando as the same now or hereafter exist.

2.5. "Commission's Territorial Area" means all lands lying within and encompassed by the Territorial Boundary.

2.6. "Customers" means and is confined to potable water customers of either party hereto, subject to transfer or exchange hereunder, and shall include all such customers whether presently or hereafter connected.

2.7. "PSC" means the Florida Public Service Commission.

2.8. "Service Distribution Facilities" means all pipes, lines, conduits, sleeves, valves, regulators, fittings, meters, valve boxes, vacuum breakers, backflow preventors, check valves, test points, blowoffs, taps, together with
appurtenant and related equipment and facilities, used, useful, or required solely to furnish water from Water Supply Facilities to the Customers, provided, however, this term shall not be construed to mean main water transmission lines of either party occupying the same or ether public way.

2.810. "Territorial Boundary" means the boundary described in Exhibit "A" to this Agreement.

2.11. "Water Supply Facilities" means wells, water treatment facilities of any kind, pumps, aerators, chemical feed equipment, instrumentation, telemetering equipment, motors, engines, reservoirs, water storage tanks, fences, storage and parking areas, buildings and all associated piping, lines, conduit, valves, headers, and other appurtenances required to pump and treat water and the pipes, lines and conduits, required to connect such Water Supply Facilities into main water transmission lines.

SECTION 3. AREA ALLOCATIONS AND NEW CUSTOMERS.

3.1. Allocations. The Commission's Territorial Area is hereby allocated to the Commission as its water service area for the period of time hereinafter specified; and the Adjacent Territorial Area is hereby allocated to the County as its water service area for the same period, with the exception of those areas properly franchised or certificated by the PSC areas.
3.2. New Customers. Neither the Commission nor the County shall be obligated to provide water service to Customers other than in their respective water service areas. The County shall not hereafter serve or offer to serve any Customer located in the Commission's Territorial Area unless, on a temporary or permanent basis, the Commission requests it in writing to do so; and the Commission shall not hereafter serve or offer to serve any Customer located in the Adjacent Territorial Area unless, on a temporary or permanent basis, the County likewise requests it, in writing, to do so. Excepted are those privately-franchised areas properly certificated by the PSC or lawfully served by private-utility-companies which may be purchased by either party a governmental or cooperative potable water utility. All of the aforementioned notwithstanding, neither party shall be obligated to provide any water service outside its own territorial area. Nothing herein shall be construed to prohibit the Commission or the County from providing water service within any Annexed Area annexed after the date of execution of this Agreement regardless of the boundaries set forth herein, in accordance with and subject to applicable law.

SECTION 4. TRANSFER OF CUSTOMERS AND SERVICE DISTRIBUTION FACILITIES.

4.1 Alteration of Territorial Boundaries. Recognizing that future circumstances coupled with good
engineering practice and economical operation may necessitate alterations to the Territorial Boundaries—herein—described Boundary, the parties hereby agree that such the Territorial Boundaries Boundary may be altered by mutual consent. The party desiring such alteration of the Territorial Boundaries Boundary shall prepare documents fully describing such alteration, which documents must be approved by the governing boards of each party. Except that alterations involving one square mile or less of territory may be approved and executed without Commission approval by the General Manager of the Commission or his or her designee. The documents shall provide the legal description of the proposed new Territorial Boundaries Boundary to replace Composite Exhibit "A" attached hereto.

4.2. Transfer. The County shall transfer to the Commission, and the Commission shall transfer to the County, by direct transfer, for compensation as agreed to by the parties, all Customers now or hereafter served by either which are not in their respective retail water service area. All such transfers shall be made on a basis conformable to sound and economical engineering and operating practices and shall include all Water Supply Facilities and Service Distribution Facilities needed to serve such customers.

4.3. Time. The transfer of Customers hereunder shall be effectuated when the party acquiring the Customers
advises the other party of his ability to provide the required service. No additional physical connection fees will be charged to the transferred customers presently then receiving service se-transferred from the transferring entity.

SECTION 5. MUNICIPAL FACILITIES TO BE SERVED. Nothing herein shall be construed to prevent or in any way inhibit the right and authority, subject to applicable law, of the Commission to provide water service to any municipal facility of the City of Orlando or the Orlando Utilities Commission, wherever located, and for such purpose to construct all necessary lines and facilities therefor, subject to applicable law, nor does it grant authority to serve other than said municipal or Commission facilities outside the Commission's Territorial Area.

SECTION 6. WATER-SUPPLY-FACILITIES USE OF RIGHTS-OF-WAY: CONSIDERATION.

6.1 Rights-of-Way. The Commission hereby reserves the right, authority and is hereby empowered to construct Water Supply Facilities anywhere in Orange County without regard to territorial areas, subject to compliance with applicable laws, and to construct water lines to connect such facilities into its main water transmission lines. The Commission may also construct, install, operate, and maintain electrical lines and equipment within County rights-of-way. In constructing, installing, operating and maintaining such electrical and water utility lines and equipment in County rights-of-way, the
Commission shall complete and submit to the County the same permit applications that are required of any other users of County right-of-way and shall be subject to the same requirements and inspections pertaining to restoration of the right-of-way after completion of work, but as long as the Commission continues to make the payments described in Subsection 6.2, it shall be exempt from payment of any permit, inspection or other fees on any work which is being done at the Commission's cost (as distinct from work done at the cost of some other party, such as a land developer). The County hereby reserves the right, authority, and is hereby empowered to construct Water Supply Facilities anywhere in Orange County without regard to territorial areas and to construct water lines to connect such facilities into its main water transmission lines, subject to compliance with applicable law.

6.2 Consideration. In consideration of its contract right under Subsection 6.1 to use County rights-of-way without payment of any permit, inspection or other fees, the Commission shall pay to the County, and shall continue its past practice of paying to the County, a sum of money each year equal to one percent (1%) of the gross revenue received from its electric utility operations within the unincorporated portions of the County.

SECTION 7. COMMISSION AND COUNTY WATER SYSTEMS INTERCONNECTION. Subject to the terms, conditions, and procedures set forth herein, the Commission and the County
agree to permit each other to interconnect at appropriate points to their potable water systems and receive potable water service on a wholesale basis in order to better serve the customers of the connecting party's water system. The terms, conditions, and procedures for interconnection are set forth below:

7.1 Application for Wholesale Potable Water Service. Either party to this Agreement may apply by submitting a letter to the other party in accordance with Section 10.11 hereof (a) requesting an interconnection with the other party's potable water system, (b) designating on a map the point(s) of connection to the other party's potable water system, (c) specifying the term of connection and the quantity of potable water (expressed as average daily and peak hourly flows in gpm including fire protection) requested, and (d) designating the property(ies) to be served by such interconnection(s).

7.2 Letter Agreements. Within thirty (30) days after the date a party receives a letter application pursuant to Subsection 7.1, it shall indicate in writing its acceptance or rejection of the application transmitted to the applying party in accordance with Section 10.11 hereof. If accepted, the letter agreement shall be transmitted in accordance with Section 10.11 hereof and shall specify or designate, as appropriate (a) the acceptability of or an alternative to the
point(s) of connection designated in the application, (b) the size of connection and quantity of water (expressed as average daily and peak hourly flows in gpm including fire protection) to be provided, (c) the proposed rate per one thousand (1000 gal.) gallons of water purchased, including, but not limited to customer, volume and capacity charges and the basis of any future rate adjustments, (d) an expiration date, if any, and (e) approximate availability date.

7.3 Acceptance of Letter Agreements. The party applying shall signify its acceptance of any such letter agreement received by submitting, in accordance with Section 10 11 hereof, a letter of acceptance, along with written plans and specifications for installation of the interconnection(s). Said letter and plans and specifications shall be submitted within thirty (30) days of the date of receipt of the letter agreement issued pursuant to Subsection 7.2 hereof. The plans and specifications shall be subject to the review and approval of the party providing wholesale water service (hereafter "provider"), which approval is subject to the terms herein and shall not be unreasonably withheld.

7.4 Connection Costs. The party requesting an interconnection(s) (hereafter "purchaser") shall be responsible for paying in advance the costs of physically connecting to the provider's water system and the provider shall then be responsible for making said interconnection(s). The provider
shall also provide reasonable and necessary metering equipment for billing purposes and back flow prevention devices at the expense of the purchaser. Title to the water shall pass from the provider to the purchaser at the outlet flange of the provider's meter.

7.5 **Metering.** Upon installation and acceptance, the metering equipment shall remain the property of the provider, and the provider shall be responsible for the operation, maintenance, and replacement of the meter. The provider shall read the meter for billing purposes. The metering equipment shall meet the standards of the American Water Works Association ("AWWA") for accuracy. The purchaser may request an accuracy test by the provider without charge once during any twelve (12) month period. The purchaser may witness the test. Additional testing may be requested by the purchaser at the provider's established cost for such tests. Copies of the test results will be provided to the purchaser within thirty (30) days of the test. There will be no charge for tests that discover an inaccurate meter. If an inaccurate meter is found, as defined by the AWWA, bill adjustments will be made for one-half (1/2) of the preceding period since the last accuracy test.

7.6 **Wholesale Rates.** Volume, new capacity, reserve capacity and customer charges will depend upon term of contract, size of connection, cost to serve, and other considerations. They will be established by mutual consent.
before Acceptance of Letter Agreement described in Subsection 7.3. The provider agrees to bill the purchaser on a monthly basis. The purchaser agrees to pay for all water received from the provider and agrees to make payments to the provider within thirty (30) days from the date it receives any such bill from the provider. A past due notice will be mailed to the purchaser after thirty (30) days; if payment has not been received after sixty (60) days from the original bill, service may be disconnected.

7.7. Capital Costs.

(a) In the event the provider must incur capital costs to construct or install new or additional facilities in order to provide water service to the purchaser in the quantity requested by the purchaser, notice thereof shall be given to the purchaser and upon written confirmation by purchaser requesting the interconnect, the provider shall be entitled to collect from the purchaser a capital charge (as a lump sum or on a monthly basis, as may be agreed to by the parties) in an amount to be initially based upon the reasonably estimated construction costs (hereafter "Initial Capital Charge") to be incurred by the provider in constructing additional facilities to provide the requested capacity.

(b) Within thirty (30) days after the completion of construction of said additional facilities, the provider shall certify to the purchaser the actual construction
costs of said facilities. The provider or purchaser shall then pay to the other the difference between the Initial Capital Charge paid and the actual construction costs incurred.

(c) In return for payment of such a capital charge, the provider shall, at its expense but with the use of said charge, construct said additional facilities or otherwise increase said capacity in order to provide the requested capacity for the purchaser. The capacity so installed will remain the property of the provider. The date(s) of payment and the date of provision of said requested capacity shall be agreed to by the parties hereto on a case-by-case basis.

7.8 Status of Customers. Upon connection to the purchaser's system of any customers which utilize any purchased wholesale water service hereunder, those customers shall be and remain retail customers of the purchaser and shall pay the purchaser's rates, fees, charges, and deposits for water service.

7.9 Expiration of Letter Agreements. The parties by mutual agreement may in writing extend the duration of any letter agreement. The party requesting extension must send written notice prior to expiration. Acceptance or denial will be conveyed within thirty (30) days of receipt of the request. If the purchaser is unable or unwilling to disconnect or otherwise cease receiving water at the specified time, the provider may double (and continue to double at the end of every
succeeding six [6] month period) the rates charged to encourage compliance with the Agreement. If the purchaser terminates more than six (6) months prematurely, the provider may recover income so lost to be calculated by projections from the appropriate letter agreement, except as otherwise provided in any letter agreement.

7.10. Water Shortage Declarations. The purchaser will cooperate with the provider and assist with enforcement of and compliance with regulatory requirements such as Water Shortage Declarations.

SECTION 8. RECLAIMED WATER SERVICE. Notwithstanding anything to the contrary in this Agreement, the County may from time to time construct, install, operate and maintain Service Distribution Facilities and Water Supply Facilities anywhere within the Commission's Territorial area in connection with the disposal of its reclaimed water. Further, the County may provide reclaimed water to Commission Customers within the Commission's Territorial Area, but only if and to the extent permitted in this Section 8.

8.1. Nonresidential Properties Under Limited Circumstances. The County may from time to time provide reclaimed water to Customers within the Commission's Territorial Area, but only if (i) the Customer will use it solely for golf course irrigation or (ii) the Customer is the County itself, or (iii) the following circumstances all exist:
(a) the property involved is being used for nonresidential purposes; and

(b) the particular Customer will put the reclaimed water to a use that is not then being satisfied by the Commission.

For purposes of paragraph (b), above, if the reclaimed water is to be provided in connection with new construction, the particular Customer shall be deemed to be putting it to a use that is then being satisfied by the Commission, and Subsection 8.2 shall govern.

8.2 All Other Circumstances. If and when the County decides under any other circumstances that it wants to construct and operate a reclaimed water system within the Commission’s Territorial Area, or otherwise to supply reclaimed water to Commission Customers, it shall first notify the Commission of its intent. Upon receipt of such notice, the Commission shall have ninety (90) calendar days to notify the County of whether the Commission elects to be the supplier of reclaimed water within the area specified in the County's notice.

8.2.1 The County's notice under Subsection 8.2 shall specify the area to be served and the volume per day of reclaimed water expected to be sold and shall include conceptual plans for the system to be installed and an estimate of the time to construct the proposed system. If during the
ninety-day period for its response the Commission requests additional information, the County shall promptly provide it, but such a request shall not extend the period of election unless the County's response is not delivered to the Commission within three working days.

8.2.2 If the Commission either elects not to be the Reclaimed Water supplier or fails for whatever reason to respond to the County's notice within the ninety-day period, the County may proceed with its plans for providing Reclaimed Water for any and all purposes within the part or parts of the Commission's Territorial Area specified in its notice, regardless of anything in this Agreement to the contrary.

8.2.3 If the Commission notifies the County that it elects to be the Reclaimed Water supplier in the area described in the County's notice, the election shall preempt the County's plans and the Commission shall be the supplier, subject to the following conditions:

(a) The County shall construct, operate and maintain the "backbone" reclaimed water transmission system shown in the County's permit or conceptual plan. The backbone system transmits reclaimed water from the reclamation facility to points where individual developments or a group or groups of Customers can be connected to the system.

(b) To the extent legally allowed, and to the extent the County has jurisdiction, the County shall ensure
that any regulations imposed on users or Customers of reclaimed water with respect to (i) installation of reclaimed water distribution systems within new subdivisions, (ii) payment or imposition of taxes or assessments for construction of distribution systems within existing subdivisions, (iii) mandatory hook-up to reclaimed water systems, (iv) payment or imposition of monthly reclaimed water service fees or charges, or (v) other related or similar requirements shall be imposed uniformly throughout both the Commission's Territorial Boundary and the Adjacent Territorial Area, without preference, differentiation or discrimination.

(c) The Commission shall construct, install, own, operate and maintain the reclaimed water distribution systems within the areas identified in the County's notice.

(d) The Commission shall sell the reclaimed water at a rate or rates not to exceed (i) a flat rate of $8.00/month for single-family houses on lots less than one acre, or (ii) for all other properties, a volume charge equal to 80% of the Commission's retail rate for potable water. These charges may be adjusted from time to time at the same rate as the Commission's potable water rate.

(e) The Commission shall pay the County no less than 10% of the Commission's gross revenue from its reclaimed water sales.
8.3 Cross Connection Cooperation. Under any and all circumstances, the County and the Commission shall cooperate fully with each other whenever either one is required to comply with any order, regulation, permit condition or other directive of a regulatory agency pertaining to cross-connection controls for reclaimed water systems.

8.4 Intent of the Parties. By adding this Section 8 to this Agreement during its 1994 amendment and restatement, the parties expressly declare their joint intent that the separate and respective interests of each are to be accommodated in the interpretation and construction of this Agreement:

(a) The Commission’s interest is to preserve its role and market share as a provider of water in the Commission’s service area for all residential and nonresidential purposes, which include irrigation, cooling processes, and other uses to which reclaimed water can be put, all in a manner consistent and in compliance with environmental laws and regulations.

(b) The County’s interests are, first, to dispose of the reclaimed water generated by its wastewater treatment system in a way that is environmentally sound and not economically burdensome to its ratepayers and, second, to generate revenue, if possible, to enhance the fiscal soundness of its utility systems.
Therefore, the parties declare jointly that this Agreement shall be construed and interpreted accordingly.

8.5 Exception for Martin Marietta. Notwithstanding anything in this Agreement to the contrary, the County may provide reclaimed water to Martin Marietta Technologies, Inc., under its agreement approved by its Board of County Commissioners on February 15, 1994.

8.6 Adjacent Territorial Area. The County has the exclusive right to provide reclaimed water to Customers or any other users, whether wholesale or retail and for whatever purpose, in the Adjacent Territorial Area. Furthermore, the County has the exclusive right to provide reclaimed water to the Commission on a wholesale basis in any and all areas in which the County is the provider of wastewater service under that certain "City of Orlando/Orange County Wastewater Service Territorial Agreement" entered into by the County and the City of Orlando contemporaneously with the execution of this Agreement.

8.7 Other Supplies. Subject to the County's rights under Subsection 8.6, the Commission reserves the right to obtain reclaimed water from others, and to supply reclaimed water within the Commission's Territorial Area to others.

SECTION 9. DISCLAIMER OF THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a
formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon or give any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

SECTION 910. ASSIGNMENTS. The County and Commission shall both have the right to independently assign or transfer all or any part of this Agreement, and the rights, duties, and obligations hereunder to any properly authorized commission, authority, or other public agency empowered by law and financially able to effect the purposes of this Agreement, which must assume, and thereafter be exclusively responsible for the performance of the terms of this Agreement to be performed by the County or Commission hereunder.

SECTION 1011. NOTICE; PROPER FORM. Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when (a) hand delivered to the official hereinafter designated, or (b) upon receipt of such notice when deposited in United States mail, postage prepaid, certified mail, return receipt requested, addressed to a party at the address set forth opposite the party's name below, or at such
other address as the party shall have specified by written notice to the other party delivered in accordance herewith:

COUNTY:  Orange-County Director of Public Utilities
Orange County Public Utilities Division
Orange-County-Administration-Center
201-South-Rosalind E. Church Street
Orlando, Florida 32801

COMMISSION:  General Manager
Orlando Utilities Commission
P.O.Box-3193 500 S. Orange Avenue
Orlando, Florida 32802

SECTION 1212.  INDEMNIFICATION.  Consistent with all applicable State laws, including but not limited to Chapter 768, Florida Statutes, the County and the Commission agree (a) to hold the other harmless from the negligent acts or omissions of itself, its officers, employees, or agents, and (b) to hold the other harmless from third-party suits against the indemnifying party which result from the discontinuance of water service for failure of the third party or purchaser to pay for water service or other causes.

SECTION 1213.  SERVICE STANDARDS.  Each of the parties hereto agrees to comply with all state, regional, and federal requirements and rules applicable to the provision of potable water service to the public. Under any interconnection accomplished hereunder, however, the provider does not guarantee any special service, pressure, quality, capacity, availability or other facility other than what is required to fulfill the provider's duty of reasonable care to those to whom it provides potable water service.
Reclaimed water provided by the County to the Commission will meet or exceed the requirements of state and federal laws and regulations. The reclaimed water shall be in accord with all requirements of permits issued by local, state and federal regulatory agencies having jurisdiction over such activities, and the reclaimed water shall not have levels of bacteria, viruses or any constituent which would constitute an imminent danger to human health. If at any time the County's reclaimed water fails to comply with the foregoing, the Commission may invoke the default provisions of this Agreement, but its remedy shall consist only of terminating the use of the County's reclaimed water in the area where the default has occurred and substituting therefor the reclaimed water of some other provider for such time as the default continues and is not cured. Upon cure, the Commission shall resume the use of the County's reclaimed water under the terms hereof.

SECTION 1314. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared severable.

SECTION 1415. TERM OF AGREEMENT. The term of this Agreement shall commence on the date the Commission formally approves
this Agreement or the date of approval by the County, whichever is later, and shall continue in full force and effect for a period of twenty-five (25) years, and thereafter shall automatically be extended for succeeding periods of ten (10) years each, except that this Agreement may be terminated upon the end date of either the twenty-five (25) year period or any succeeding ten (10) year period by either party by delivery at least one (1) year prior to said end date of written notice of termination to the other party. Upon expiration of any letter agreement entered into by the parties hereto, the provider shall reimburse the purchaser for any capital charges previously paid by the purchaser to the provider pursuant to Subsection 7.7 hereof. The amount of said reimbursement shall be reduced by depreciating the amount of the capital charge previously paid on a twenty-five (25) year straight line method of depreciation from the date of the completion of construction or installation of the facilities or improvements for which the capital charge was collected, and also reduced by any capital cost for facilities of no further use to the provider. If provided for therein, Letter Agreements executed hereunder will survive the termination of this Agreement and will remain in full force and effect in accordance with their terms and conditions.

SECTION 1516. DISCLAIMER OF SECURITY. Notwithstanding any other provisions of this Agreement, the Commission and the
County expressly acknowledge: (a) that they have no pledge of or lien upon any real property, any personal property, or any existing or future revenue source of the other as security for any amounts of money payable by the other under this Agreement; and (b) that their rights to any payments under this Agreement are subordinate to the rights of all holders of any revenue bonds, or notes of the other, whether currently outstanding or hereafter issued.

SECTION 1617. TIME OF THE ESSENCE. Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.

SECTION 1718. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

SECTION 1819. NOTICES: DEFAULT. Each of the parties hereto shall give the other party(ies) written notice of any defaults hereunder and shall allow the defaulting party thirty(30) days from the date of receipt either to cure such defaults or, if such defaults are not susceptible of cure within thirty days, to undertake prompt, diligent, orderly, good-faith measures to effect a timely cure.

SECTION 1920. CONSTRUCTION OF AGREEMENT, INTENT AND INTERPRETATION. In construing this Agreement, it is hereby declared by the parties to be the purpose and intent of this Agreement to prevent needless and wasteful expenditures which
result from unrestrained competition between two utilities operating in overlapping service areas. This Agreement shall not be construed as forming any basis of any understanding for the modifications or alteration of the powers of the Commission or the County as they now exist or may be modified in the future, except as are lawfully and expressly modified by the terms of this Agreement.

SECTION 2021. VALIDITY AND ENFORCEMENT.

21.1 Validity of Agreement. Each party represents and covenants to the other its respective authority to enter into this Agreement, and acknowledge the validity and enforceability of this Agreement. The Commission hereby represents, warrants and covenants to and with the County that this Agreement has been validly approved, that it has been fully executed and delivered by the Commission, that it constitutes a legal, valid and binding contract enforceable by the County against the Commission in accordance with its terms, and that the enforceability hereof is not subject to any impairment by the applicability of any public policy or police powers. The County hereby represents, warrants and covenants to and with the Commission that this Agreement has been validly approved by the Orange County Board of County Commissioners, that it has been duly executed and delivered by the County, that it constitutes a legal, valid and binding contract enforceable by the Commission against the County in accordance
with its terms, and that the enforceability hereof is not subject to any impairment by the applicability of any public policy or police powers.

21.2 Covenant to Enforce. If this Agreement or any portion hereof is challenged in any judicial, administrative or appellate proceeding (each party hereby covenanitng with the other party not to initiate or pursue such challenge), the parties hereto collectively and individually agree, at their individual sole cost and expense, to defend its validity through a final judicial determination unless both parties mutually agree not to defend any such challenge or not to appeal any decision invalidating any portion of this Agreement.

SECTION 2022. ENTIRE AGREEMENT. This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings and agreements between the parties relating to the subject matter of this Agreement, including the territorial agreement entered into by the Commission and the County on June-1, 1975, plus the first through fifth amendments thereto dated May-8, 1979, January-5, 1981, July-23, 1981, December-22, 1981, and July-25, 1983, respectively February 13, 1985, plus all amendments thereto. Amendments to and waivers of the provisions herein may only be made by the parties in writing by formal amendment, and the waiver of any particular provision or provisions of this Agreement in any one instance shall not act to waive the
provision or provisions in other instances or be deemed a waiver of any other provisions herein.

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

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners
By: ____________________________
LINDA CHAPIN
COUNTY CHAIRMAN

ATTEST: Martha O. Haynie, County Comptroller
As Clerk of the Board of County Commissioners

BY: ____________________________
Deputy Clerk

STATE OF FLORIDA
COUNTY OF ORANGE

SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me by LINDA CHAPIN, Orange County Chairman, known to me to be the person described or who has produced ______________________ as identification, and who executed the foregoing, this ___ day of __________, 1994.
WITNESS my hand and official seal in the County and State last aforesaid this ___ day of __________, 1994.

__________________________
Notary Public
Print Name: My Commission Expires:

FOR THE USE AND RELIANCE
OF ORANGE COUNTY ONLY.
APPROVED AS TO FORM
_________ 19 ______

__________________________
County Attorney

ORLANDO UTILITIES COMMISSION

By: _______________________
Title: _______________________

STATE OF FLORIDA
COUNTY OF ORANGE

SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me by ________________, known to me or who has produced ________________ as identification, and who executed the foregoing, this ___ day of ____________, 1994.
WITNESS my hand and official seal in the County and State last aforesaid this ___ day of ____________, 1994.

Notary Public
Print Name:
My Commission Expires:

FOR THE USE AND RELIANCE OF OUC ONLY.

Approved as to form of execution on ____________, 1994.

Special Counsel
Orlando Utilities Commission

TJW233  03/18/94
BEGINNING at the Northwest corner of Section 23, Township 22 South, Range 30 East, run South along the West line of said Section 23 to the Northwest corner of Section 35, Township 22 South, Range 30 East; less: Lots 4-9 inclusive, Block D, Azalea Park Section 14, Plat Book T, Page 125 in Section 27, Township 22 South, Range 30 East; then East along the centerline of Lake Underhill Road 330'; then South 380'; then East 335.25'; then South 53.29'; then East 275'; then South 1,780.59'; then East 482.83' to a point on the West line of an Orange County Canal which is parallel and 50' West of Azalea Park Section 23, Plat Book U, Page 81; then Southerly along the West line of said canal to the North corner of Lot 1, Block G, Azalea Park Section 27, Plat Book V, Page 118; then Westerly and Northerly along the North line of said subdivision to the West line of Section 35, Township 22 South, Range 30 East; run South along the West section line of Section 35 to the Northeast corner of the Southeast 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section 34, Township 22 South, Range 30 East; then West to the Northwest corner of the Southeast 1/4 of the Southeast 1/4 of the Southeast 1/4; then South to the South line of said section; then West to the North 1/4 corner of the Northeast 1/4 of Section 3, Township 23 South, Range 30 East;
then South along the center section line of the Northeast 1/4 of Section 3 to the North right-of-way line of Curry Ford Road (State Road 552); then Southeasterly along the North right-of-way line of Curry Ford Road to the East line of Section 3; then South to the Southwest corner of Lot 8, Golden Acres, Section A, Plat Book Q, Page 92, then Southerly along the West boundary of Lots 9 through 17 to the Southwest corner of Lot 17; then East to the centerline of State Road 15-A; then run South along the centerline of State Road 15-A to the centerline of Pershing Avenue; then West to a point parallel with the East right-of-way of Commander Drive; then South along the East right-of-way of Commander Drive to the North line of Section 15, Township 23 South, Range 30 East; then East to the Northeast corner of the Northwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of Section 15; then South to the South line of said Northwest 1/4; then West 100'; then South 660'; then East 705' to the Northeast corner of Countryside Subdivision, Plat Book 9, Page 61; then South 879.54'; then West along the North line of Conway Manor Replat, Plat Book 3, Page 119, to a point on the East right-of-way of Commander Drive; then South to the North right-of-way of Hoffner Avenue; then West to a point being 232' + East of the East right-of-way of Semoran Boulevard (S.R. 436); then South to a point on the North line of Lee Vista Center 436 East, Phase I, Plat 5, Plat Book 17, Page 103; then East to a point on the West line of the East 1/2 of Section 22, Township 23 South, Range 30 East; then South to the Northwest corner of Lot 4, Orlando Corporate Centre Phase One, Plat Book 23, Page 7; then East to the Northeast corner of Lot 4; then South 635.8'.
then East to the Southwest corner of the Southeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of said Section 22; then North to the North right-of-way of Seminole Avenue; then East to a point being 345.25' East of the West line of the Northwest 1/4 of Section 23, Township 23 South, Range 30 East; then North to the South right-of-way of Hoffner; then East along said right-of-way 315.4'; then South to the North right-of-way of Seminole Avenue; then East 1,321'; then South to the North right-of-way of Suwannee Avenue; then East to the East right-of-way of Goldenrod Road (S.R. 551); then South 345'; then East to the West right-of-way of Narcoossee Road; then South along said right-of-way to a point on the North line of the Southeast 1/4 of the Southeast 1/4 of said Section 23; then West to a point on the West right-of-way of Wakulla Street (Holiday Place); then North 30'; then West to the East right-of-way of Goldenrod Road (S.R. 551); then South along said right-of-way to the South line of said Section 23; then East to a point on the West right-of-way of Narcoossee Road; then South 176'; then West 370' to the East line of Section 25, Township 23 South, Range 30 East; then South along the East line of Section 26 and 35, Township 23 South, Range 30 East, to the South right-of-way of the Beeline Expressway (S.R. 528); then East along said South right-of-way to its intersection with the West right-of-way of the Central Florida Greenway; then Southwest along said West right-of-way to the intersection of the Central Florida Greenway and Narcoossee Road, (C.R. 15); then South along the centerline of Narcoossee Road (C.R. 15) to its intersection with Kirby Smith Road;
then Easterly along the centerline of Kirby Smith Road and its Easterly projection to a canal running in a Southeasterly direction thru Section 17, Township 24 South, Range 31 East and Sections 16 and 21, Township 24 South, Range 31 East; then Southeast along said canal to its intersection with the Northwest shoreline of Lake Hart; then Southeast across Lake Hart to the Northwest corner of the Northeast 1/4 of Section 27, Township 24 South, Range 31 East; then South 2,640' ± to the Southwest corner of said Northeast 1/4 of Section 27; then East to the Southeast corner of said Northeast 1/4 of Section 27; then South along the East line of said Section 27 and the Northeast 1/4 of Section 34, Township 24 South, Range 31 East, to the Southeast corner of said Northeast 1/4 of Section 34; then East 1,320' ± to the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of said Section 35, Township 24 South, Range 31 East; then South 1,320' ± to the Southwest corner of the Northeast 1/4 of the Southwest 1/4 of said Section 35; then run East 1,320' ± to the Southeast corner of the Northeast 1/4 of the Southwest 1/4 of said Section 35; then South 1,320' ± to the Orange/Osceola County line; then West along the South section lines of Sections 35, 34, 33, 32 and 31 in Township 24 South, Range 31 East and Sections 36, 35, 34 and 33, Township 24 South, Range 30 East to the East shoreline of Boggy Creek in said Section 33;
then North along said East shoreline of Boggy Creek to the South section line of Section 21, Township 24 South, Range 30 East; then West along the South line of Sections 21, 20 and 19, Township 24 South, Range 30 East, and the South line of Sections 24, 23, 22, 21, Township 24 South, Range 29 East, to the Southwest corner of Section 21, Township 24 South, Range 29 East; then North along the West line of Sections 21 and 16, Township 24 South, Range 29 East, to the Northwest corner of said Section 16, being also the Southwest corner of Section 9, Township 24 South, Range 29 East, run East along the South line of Sections 9 and 10, Township 24 South, Range 29 East, to the intersection of the center line of Orange Blossom Trail (U.S. 441, U.S. 17, U.S. 92 and S.R. 500 and 600), run North along the center line of said Orange Blossom Trail to the intersection of the North line of Section 10, Township 24 South, Range 29 East; run West along the North lines of Sections 10 and 9, Township 24 South, Range 29 East, to the South 1/4 corner of Section 4, Township 24 South, Range 29 East; then North along the center section line to the intersection of the center line of the Bee-Line Turnpike Connector (S.R. 528); then Westerly along the center line of the Bee-Line Turnpike Connector (S.R. 528) to the center line intersection of the center line of Interstate Highway 4; then South 1,320'; then West 2,640'; then North 660'; then West 1,320'; then North 660' to the Southeast corner of the Southwest 1/4 of the Southwest 1/4 of Section 2, Township 24 South, Range 28 East; then West to the Southwest corner of Section 3, Township 24 South, Range 28 East; then North along the West section line of said Section 3 to the Northwest corner thereof;
then West to the Southwest corner of Section 33, Township 23 South, Range 28 East; then North to the Northwest corner of Section 33; then East 1,320' to the Northeast corner of the Northwest 1/4 of the Northwest 1/4 of Section 33; then North to the Southeast corner of the Northwest 1/4 of the Northwest 1/4 of Section 21, Township 23 South, Range 28 East; then West 1,320' to the West boundary of said Section 21; then North 1,320'; then East along the North line of Section 21 to the North 1/4 corner of said Section; then North along the center section line of Section 16, Township 23 South, Range 28 East, to the Southwest corner of the Northwest 1/4 of the Northeast 1/4 of said Section 16; then South to a point 528' south of the Northeast corner of the Southeast 1/4 of Section 16; then 660' East; then 528' North, then East 1,980' to the Northeast corner of the Southwest 1/4 of Section 15, Township 23 South, Range 28 East; then North 1,320' to the center line of Sunset Drive; then East to the East line of Section 15; then South along the section line to the Northwest corner of Section 23, Township 23 South, Range 28 East; then South approximately 1,320' to the South line of the Northwest 1/4 of the Northwest 1/4 of Section 23, Township 23 South, Range 28 East; then East along said South line approximately 1,320' to the West line of the East 1/2 of the Northwest 1/4 of Section 23, Township 23 South, Range 28 East; then north along said West line approximately 341.23' to the South right-of-way of Lake Marsha Drive; then Easterly along said right-of-way to a point 60' West of the Southwest corner of Lot 38 of Lake Marsha 1st Addition, as recorded in Plat Book T, Page 27; then East to the East line of said Northwest 1/4 of Section 23;
then North to the North 1/4 corner of said Section 23; then East to a point 330' West of the Northeast corner of Section 23; then South 1,320'; then East to the center line of Turkey Lake Road; then North to the center line intersection of the center lines of the Orlando Vineland Road and Turkey Lake Road; then Easterly along the center line of Orlando Vineland Road to the East line of the Southwest 1/4 of Section 13, Township 23 South, Range 28 East; then north along said section line to the Northeast corner of the Southeast 1/4 of the Northwest 1/4; also known as the Northwest corner of Hidden Beach Subdivision, Plat Book 14, Page 98; then West to the centerline of Turkey Lake Road then North to the centerline of Conroy-Windermere Road; then West to the center line intersection of the center lines of Hiawassee Road and Conroy Road; then Northerly along the center line of Hiawassee Road to a point being on the North line of the Southwest 1/4 of Section 2, Township 23 South, Range 28 East; then West from the center line of Hiawassee Road to the Northwest corner of the Southwest 1/4; then South to the North right-of-way of Florida's Turnpike; then Northwesterly along Florida's Turnpike to the East right-of-way of Apopka-Vineland Road (S.R. S-435); then Northeasterly to the South right-of-way of Steer Lake Road; then East along said right-of-way to the Northeast corner of Section 3, Township 23 South, Range 28 East; then South to the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of Section 2, Township 23 South, Range 28 East; then East 1,321.45'; then north to a point on the Northwest Corner of Hawks Nest Subdivision, Plat Book 21, Page 138;
then East along the North line of said subdivision to a point on the Northeast corner of Lot 53; then North 70° 53' 07" East 934.71' then North to a point on the North line of Section 2; then continue North to the South line of Cinnamon Bay Phase 1, Plat Book 9, Page 52; then East and Northeast along the South line of said subdivision boundary to the center line of Hiawassee Road; then North along the center line of Hiawassee Road to the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 36, Township 22 South, Range 28 East; then East along the North line of the Southwest 1/4 of the Northwest 1/4, 1,320'; then North 1,320' to the Northeast corner of the Northwest 1/4 of the Northwest 1/4; then West to the center line of Hiawassee Road; then North along the center line of Hiawassee Road to the center line intersection of the center lines of West Colonial Drive (S.R. 50) and Hiawassee Road; then West along the center line of Colonial Drive (S.R. 50), to the center line intersection of the center lines of Dorscher Road and Colonial Drive (S.R. 50); then North along the center line of Dorscher Road to the center line intersection of the center lines of Balboa Drive and Dorscher Road; then West along the center line of Balboa Drive to the West 1/4 corner of Section 23, Township 22 South, Range 28 East; then North along the West boundary of Section 23, Township 22 South, Range 28 East for a distance of 1,326.36'; then Easterly to the East right-of-way of Apopka-Vineland Road; then North, following the East right-of-way of Apopka-Vineland Road, to the intersection with the center line of Silver Star Road (S.R. S-438);
then West along the center line of Silver Star Road (S.R. S-438), to the center line intersection of the center lines of Apopka-Vineland Road (S.R. S-435) and Silver Star Road (S.R. S-438); then North along the center line of Apopka-Vineland Road (S.R. S-435), to the center line intersection of the center lines of Starr Drive and Apopka-Vineland Road (S.R. S-435) which is the South line of the North 1/4 of Section 10, Township 22 South, Range 28 East; then East along the South line of the North 1/4 of Sections 10 and 11, Township 22 South, Range 28 East, to the intersection of the center line of Hiawassee Road, being also the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 12, Township 22 South, Range 28 East; then East 1,320'; then South 1,320', ± to the North line of the Southwest 1/4 of Section 12, Township 22 South, Range 28 East; then South 30'; then East 168'; then South 350'; then East 1,100' ±, to the East line of the Southwest 1/4 of Section 12, Township 22 South, Range 28 East; known also as the center line of Powers Drive; then South along the center line of Powers Drive to the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of Section 12, Township 22 South, Range 28 East; then East along the South line of the North 1/4 of the Southeast 1/4 of Section 12, Township 22 South, Range 28 East, to the Northeast corner of the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of Section 12, Township 22 South, Range 28 East; then South 660'; then East to the West line of Ridge Manor Subdivision, 1st Addition, as recorded in Plat Book X, Page 65, which is the North line of the South 1/4 of Section 12, Township 22 South, Range 28 East;
then East along the North line of the South 1/4 of Section 12, Township 22 South, Range 28 East, and the North line of the South 1/4 of Section 7, Township 22 South, Range 29 East, to the intersection of the center line of Pine Hills Road; then Northerly along the center line of Pine Hills Road to the center line intersection of the center lines of Clarcona-Ocoee Road and Pine Hills Road; excluding: Montervallo Subdivision in the Southeast 1/4 of Section 6, Township 22 South, Range 29 East; excluding: North Pine Hills Subdivision, Plat Book X, Page 107, in Section 6, Township 22 South, Range 29 East; excluding: Lots 1-5, Block D, Lots 6-17, Block C, and Lot 9, Block B of Pine Hills Manor Subdivisions, Plat Book R, Page 132-133; excluding Lots 1-6, Rolling Pines Manor Subdivision, Plat Book 4, Page 11; then Easterly along the center line of Clarcona-Ocoee Road to the center line intersection of the center lines of Orange Blossom Trail (U.S. 441 and S.R. 500) and Clarcona-Ocoee Road; then Easterly along the center line of Clarcona-Ocoee Road to the East right-of-way line of the Seaboard Coastline Railroad right-of-way; then Northwesterly along the East right-of-way line for 955' to the North line of Parcel 48; then East along said North line for 265.6' to the East line of Parcel 48; then South 187.51' along the East line to the North line of Parcel 48; then East for 572.44' to the East line of Parcel 48 which is also the East line of Parcel 34; then North for 658.8' to the South line of the Northwest 1/4 of Section 33, Township 21 South, Range 29 East; then East along said South line to the Southeast corner of the Northwest 1/4 of Section 33 to a point being the Northwest corner of the Northwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of said section; then South to the intersection of the center line of Edgewater Drive;
then Southeasterly along the center line of Edgewater Drive (S.R. S-424) to the point of intersection with the South right-of-way of Lee Road; then Southwest along said South right-of-way of Lee Road 552'± to the Southwest corner of Lot 5, Block D, Fairview Shores, Plat Book M, Page 73, Orange County Records; then Southeasterly along the Southwest line of Lots 5 thru 13, Block D in said Fairview Shores to a point on the Northwest right-of-way of Wentwood Avenue; then continue Southeasterly 50'± to the Northeast corner of Lot 4, Block F in said Fairview Shores; then Southwest 50' to the Northwest corner of Lot 4; then run Southeast 150' to the Southwest corner of Lot 4; then Southwest along the Southeast line of Lots 5 thru 12, Block F, in said Fairview Shores to a point on the North right-of-way of Fairview Shore Drive; then continue Southwesterly to a point on the South right-of-way of Fairview Shore Drive; then continue Southwesterly to a point on the South right-of-way of Fairview Shore Drive; then West along said South right-of-way 840'± to the Northwest corner of Parcel 01124; then South to the South line of Section 3, Township 22 South, Range 29 East; then East along said South line to the Southeast corner of the Southwest 1/4 of said Section 3; then South 1,320'± to the Southwest corner of the Northwest 1/4 of the Northeast 1/4 of Section 10, Township 22 South, Range 29 East; then East along the South line of the North 1/2 of the Northeast 1/4 of said Section 10 to a point on the center line of Edgewater Drive; then Northwest along said centerline 1,100'± to a point 42' Southwest of the Southeast corner of Lot 8, Fairview Corner, Plat Book Q, Page 145, Orange County Records;
then Northeast 42' to the Southeast corner of said Lot 8; then continue Northeast and North along the East line of said Lot 8 and Lot 4 in Fairview Corner to the Southwest corner of Lot 1, Fairview Springs Park, Plat Book P, Page 47, Orange County Records; then East 154'± to the West right-of-way of Shorecrest Drive; then North 50'± along said West right-of-way; then run East 50'± to the Southwest corner of Lot 4, Block C, Biltmore Shores, Section 1, in Plat Book S, Page 30, Orange County Records; then East along the South line of Lots 4 thru 18 in Said Block C, Biltmore Shores to a point on the West right-of-way of Coronado Road; then continue East to a point on the East right-of-way of said Coronado Road; then Southerly along said East right-of-way to its intersection with the North right-of-way of Biltmore Road; then run Northeast along said right-of-way to a point on the South line of Lot 08002, Block E, Biltmore Shores, 2nd Section, Plat Book S, Page 55, Orange County Records; then West 15' to the Southwest corner of said Lot 08002; then North to the Northwest corner of said Lot 08002; then East along the North line of Lot 08002, and 23 thru 20 of said Block E, to the East line of said Biltmore Shores, 2nd Section; then South to the Northwest corner of the Southeast 1/4 of the Northwest 1/4 of Section 11, Township 22 South, Range 29 East; then East 640'± to the West line of Stokes Subdivision, Plat Book J, Page 2, Orange County Records;
then South along said West line of Stokes Subdivision and the West line of Dubsdread Heights as recorded in Plat Book J, Page 115, Orange County Records to the Southwest corner of said Dubsdread Heights; then East 650' to the East line of the Southwest 1/4 of Section 11, Township 22 South, Range 29 East; then North to the Northeast corner of said Southwest 1/4 of Section 11, Said point being on the centerline of Minnesota Avenue; then East along said centerline of Minnesota Avenue to its intersection with the West right-of-way of Interstate Highway No. 4; then Southeast along said West right-of-way 125' to the Northwest corner of Lot 2, Block I, Golfview, Plat Book J, Page 115, Orange County Records; then South along the West line of Lots 2 thru 29 in said Block I, Golfview to the Southwest corner of Lot 29, said point also being the Southeast corner of Lot 36; then West 150' to the East right-of-way of Midiron Drive; then South 159' to a point on the South right-of-way of Stymie Place, said point also being on the North line of Lot 4, Roclair, Plat Book 0, Page 150, Orange County Records; then east to the Northeast corner of Lot 4; then South to the Southeast corner of Lot 4; then East along the South line of Lots 5, 6 and 7 in said Roclair to the Southeast corner of Lot 7; then South along the West line of Lots 11, 12 and 13 in said Roclair to a point on the North right-of-way of Roclair Avenue; then East to the centerline of Formosa Avenue; then South along the center line of Formosa Avenue to the center line intersection of the center lines of Formosa Avenue and Par Street, being also the North line of Section 13, Township 22 South, Range 29 East;
then East to the East right-of-way line of Interstate Highway No. 4; then
North along the East right-of-way line to the intersection of the center
line of Westchester Avenue; then East along that center line to the center
line of Clay Avenue; then South along said center line to the North line
of Section 13, Township 22 South, Range 29 East; then East along that
North line and the North line of the Northwest 1/4 of Section 18, Township
22 South, Range 30 East, to a point 122' East of the Northwest corner of
Lot 35441, Beverly Shores, Plat Book Q, Page 44; then South 161'4", to the
North right-of-way line of Nottingham Street; then Southeasterly along
said North right-of-way of Nottingham Street to the center line of the
abandoned railroad right-of-way; then Northeasterly along said center line
of the abandoned railroad right-of-way to the West line of the Northeast
1/4 of the Northwest 1/4 of Section 18, Township 22 South, Range 30 East;
then South along the West line of said Northeast 1/4 to the Southwest
corner thereof; then East along the South line of said Northeast 1/4 to
the West line of the East 1/2 of Section 18, Township 22 South, Range 30
East; then South along said West line of the East 1/2 of Section 18, to
the South line of the North 1/2 of Said Section 18; then East along said
South line of the North 1/2 of Section 18, Township 22 South, Range 30
East, to the Northwest corner of The Ripples Subdivision, Plat Book S,
Page 26; then Southerly along the West boundary of said The Ripples
Subdivision and its Southerly extension to the North line of the Park,
Beeman Park Subdivision, Plat Book L, Page 91;
then Southeasterly along the Northeast boundary of said Beeman Park Subdivision to the West boundary of Parklando No. 3 Subdivision, Plat Book N, Page 69; then South along said West boundary to the Southwest corner of said Parklando No. 3; then continue South 505'+ to the Northwest corner of Ghio Terrace, as recorded in Plat Book N, Page 70; then East along said North line of Ghio Terrace to the West right-of-way of East Winter Park Road; then continue East to the East right-of-way of said East Winter Park Road; then run South to the Southwest corner of Lot 9, Edgewood Subdivision, Plat Book K, Page 57, Orange County Records; then run East to the Southeast corner of said Lot 9; then run South to the Southwest corner of Lot 21, in said Edgewood Subdivision; then East to the Southeast corner of Lot 46; then South to the North right-of-way of Corrine Drive; then East 169'5 to the East line of said Section 18; then North 1,590'2 to the Southeast corner of Parklando No. 2 Subdivision, Plat Book N, Page 45; then West along the South line of said Parklando No. 2 to the East right-of-way of East Winter Park Road; then continue West to the intersection of the center line of East Winter Park Road; then North along the center line of said Winter Park Road 295'2+ to a point parallel and 40'2 West of the Southwest corner of Lot 3, Block E, Parklando No. 2, Plat Book N, Page 45; then run East 40' to said Southwest corner of Lot 3; then continue East to the Southeast corner of said Lot 3;
then North $20'\pm$ to the Southwest corner of Lot 25, Block E, in said Parkland No. 2; then East to the Southeast corner of Lot 16 and the West line of Section 17, Township 22 South, Range 30 East; then North along the West line of said Section 17, to the Southwest corner of the Northwest $1/4$ thereof; then East along the South line of said Northwest $1/4$, of Section 17, Township 22 South, Range 30 East, to the Southeast corner of Lot 15 of Quail Hollow, Plat Book 3, Page 53, located on the South line of the Northwest $1/4$ of Section 17, Township 22 South, Range 30 East; then East $230'$; then South $175'$ to a point on the South line of the Northwest $1/4$ of Section 17, Township 22 South, Range 30 East; then East along said South line of said Section 17 to the Southwest corner of the Southeast $1/4$ of the Northwest $1/4$ of Section 17, Township 22 South, Range 30 East; then North along the West line of said Southeast $1/4$ to the South right-of-way line of Glenridge Way; then East along the South right-of-way line of Glenridge Way to the West right-of-way of St. George Street; then run South and East along the West and South right-of-way of St. George Street and Donna Drive to the South line of the Northeast $1/4$ of said Section 17; then East along said South line to the Southeast corner of the Northwest $1/4$ of Section 16, Township 22 South, Range 30 East; then East to the Southwest corner of of Lot 1, McCallum's Subdivision, Plat Book A, Page 98; then North along the West boundary of said Lot 1 and its Northerly extension to the North right-of-way line of Glenridge Avenue; then East $20'\pm$; then North $1,005'\pm$ to a point $330'\pm$ South of the North line of Section 16, Township 22 South, Range 30 East;
then East on a line parallel to and 330' South of the North line of Section 16, Township 22 South, Range 30 East, to the Northwest corner of Lot 1, Greenview at Winter Pines, Plat Book 7, Pages 31 and 32; then South along the West line of said subdivision to the South line of the North 1/2 of Section 16, Township 22 South, Range 30 East; then South along the center line of Truman Road and Shoreview Drive, to the North right-of-way line of Lake Barton Drive; then Southeasterly along the North right-of-way to the North right-of-way of Roush Avenue; then East to the West right-of-way of Semoran Boulevard (S.R. 436); then Northeasterly along the North right-of-way of Colonial Drive (S.R. 50) to the South corner of Lake Barton Manor, 2nd Addition, Plat Book T, Page 150; then Northwest 144.47'; then North 200'; then East 100' to the Southwest corner of Lot 7, Block B, of Lake Barton Manor 1st Addition, Plat Book S, Page 129; then North to the North right-of-way of Old Cheney Highway; then West along the North right-of-way to the Southeast corner of Lot 1, Block D of J.J. Kates Subdivision, Plat Book R, Page 25; then North to the Northeast corner of said Lot 1; then West to the Southwest corner of Lot 4, Block C of said subdivision; then North to the North line of the Northwest 1/4 of Section 22, Township 22 South, Range 30 East; then West to the West right-of-way of State Road 436, (Semoran Boulevard); then North along the West right-of-way to an intersection point of the North line of the Southeast 1/4 of Section 16, Township 22 South, Range 30 East, and the West right-of-way of State Road 436; then East along the South line of the North 1/2 of Sections 16 and 15, Township 22 South, Range 30 East, to the West line of the East 1/4 of said Section 15;
then South along the West line of the East 1/4 of said Section 15, to the North line of Section 22, Township 22 South, Range 30 East; then East along the North line of said Section 22 to the Northeast corner thereof; being also the Northwest corner of Section 23, Township 22 South, Range 30 East, the point of beginning. ALL LANDS LYING WITHIN ORANGE COUNTY, FLORIDA.
CONWAY AREA

Less: Begin at a point on the East line of the Southwest 1/4 of Section 5, Township 23 South, Range 30 East, and the centerline of Michigan Avenue; then West along said centerline 331.9'; then South along the West line of Harriet Heights Subdivision, Plat Book Z, Page 98, to the South line of the Southwest 1/4 of Section 5, Township 23 South, Range 30 East; then West along the South line to the Southwest corner of Section 5; then South along the East line of Section 7, Township 23 South, Range 30 East 662'; then West 75'; then South 200'; then West to the center line of Dawley Street; then South to the center line of Glass Gardens Drive (Sheffield Avenue); then West 175'; then South to the center line of Lake Margaret Drive; then East 190'± to the Northwest corner of the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 7, Township 23 South, Range 30 East; then South to a point 20' West of the Southwest corner of Lot 1, of Carson Oaks Subdivision, Plat Book V, Page 68; then East 88.5'; then South along the West line of Lake Margaret Shores Subdivision, Plat Book V, Page 100 to the South line of the Northeast 1/4 of said Section 7; then East to the center line of Crystal Lake Drive; then South along the center of Sections 7 and 8, Township 23 South, Range 30 East, to the North shoreline of Lake Conway;
then following the Eastern shoreline in Section 17, Township 23 South, Range 30 East, continue Southerly and Westerly along the shoreline in Section 18, Township 23 South, Range 30 East, to a point being the Southwest corner of Lot 410, Lake Conway Estates, Section 8 Replat, Plat Book Z, Page 66; said point also being on the North right-of-way of Hoffner Avenue; then South 75' to the South right-of-way of Hoffner Avenue then continue along the Eastern shoreline of Lake Conway to the South line of said Section 18; then to the Southwest corner of Section 20, Township 23 South, Range 30 East; then East along the South line of the Southwest 1/4 and the Southeast 1/4 to the Southeast corner of Section 20; then North 630'; then West to the centerline of Conway Road; then North 1,155'; then East to the East line of said Section 20; then North 165'; then West to the centerline of Conway Road; then North 103'; then East 169.5'; then North 62'; then West to the centerline of Conway Road; then North 265'; then East 291.50'; then North 230'; then West to the Southwest corner of the Southeast 1/4 of the Northeast 1/4 of said Section 20; then North 1,980'; then East 660'; then South 660'; then East to a point 1,485' East of the West line of Section 21, Township 23, Range 30; then North 1,290'; then East 135'; then South 1,290'; then East 990'; then South to the Southeast corner of the Northwest 1/4 of Section 21, Township 23 South, Range 30 East; then East 1,980'; then North 660'; then East to the centerline of Semoran Boulevard; then North 660'; then West 827.15'; then North to the centerline of Hoffner Road; then East 50'; then South 203'; then East 90'; then North to the centerline of Hoffner Avenue; then East 390.19';
then South 233'; then East 300' to the centerline of Semoran Boulevard; then North along the centerline to the Northeast corner of the Southeast 1/4 of Section 16, Township 23 South, Range 30 East; then West to the Southwest corner of the Southeast 1/4 of the Northeast 1/4 of said Section 16; then North to the centerline of Gatlin Avenue; then West along said centerline to the Southwest corner of the Southeast 1/4 of the Southwest 1/4 of Section 9, Township 23 South, Range 30 East; then North along the East line of Gatlin Place Phase 1, Plat Book 26, Page 146 and Gatlin Place Phase II, Plat Book 31, Page 53, to the Northeast corner of Gatlin Place, Phase II; then West to the Northwest corner of said subdivision; then North along the West line of said Section 9 to the centerline of Anderson Road; then East along the South line of the North 1/2 of Section 9, 692.79'; then North 268.51'; then East to the Southeast corner of Lot 16, Conway Village No. 2, Plat Book 4, Page 39; then South 315'; then East 331.38'; then North to the Northeast corner of Five Acres Subdivision, Plat Book 6, Page 111; then West 372.5'; then North to the centerline of Lake Margaret Drive; then West along said centerline to a point parallel with the West line of Woodbury Subdivision, Plat Book 3, Page 122; then South along the West line of said subdivision to the Southwest corner of said subdivision; then West 330'; then North 328.31' to the Northeast corner of Arnold's Plan of Conway Subdivision, Plat Book A, Page 126; then continue North 170.5';
then West along the North right-of-way of Massachusetts Street to the Southwest corner of Lot 5, Block A, Waits Subdivision, Plat Book J, Page 39; then North along the West line of said Lot 5 to the center line of Lake Margaret Drive; then West along the center line of Lake Margaret Drive to the East line of Conway Road (S.R. 15); then North along the East right-of-way of Conway Road to a point parallel with the North line of Robinsdale Subdivision, Plat Book W, Page 10; then West along the North line of said subdivision to the Northwest corner of Lot 21, Block C; then North along said subdivision's East line to the Northeast corner of Lot 1, Block C; then West along the North line of said subdivision to the West line of the Southeast 1/4 of Section 5, Township 23 South, Range 30 East; then North to the centerline of Michigan Avenue, said point also being the East line of the Southwest 1/4 of Section 5, also being the point of beginning. ALL LANDS LYING WITHIN ORANGE COUNTY, FLORIDA.

-22-
EXHIBIT "D"

Form of

ASSIGNMENT

(ENTERED INTO BY THE LAKE NONA CORPORATION, THE CITY OF ORLANDO, FLORIDA, ORLANDO UTILITIES COMMISSION AND ORANGE COUNTY, FLORIDA)
ASSIGNMENT

THIS AGREEMENT is made and entered into this ___ day of _______, 1994, by and between LAKE NONA CORPORATION, a Florida corporation, hereinafter referred to as "LNC," the CITY OF ORLANDO, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the "City," the ORLANDO UTILITIES COMMISSION, a utilities commission created by special act of the Florida Legislature ("OUC"), and ORANGE COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as the "County."

PREAMBLE

WHEREAS, LNC and the County entered into an agreement regarding provision of water and sewer services dated August 11, 1986, recorded at Official Records Book 3814, Page 2158, subsequently amended by an amendment dated August 15, 1988, recorded at Official Records Book 4008, Page 3245, and hereinafter collectively referred to as the "Utilities Agreement"; and

WHEREAS, the City has annexed property served by the utilities which were the subject of the Utilities Agreement; and

WHEREAS, LNC and the County wish to assign to the City and OUC the County’s rights and obligations pursuant to the Utilities Agreement.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the parties hereto agree as follows:

1. The County hereby assigns jointly to the City and OUC all of its rights and obligations pursuant to the Utilities Agreement, and the City and OUC hereby assume and take the place of the County under the Utilities Agreement, and the
IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed as of the date and year first above written.

LAKE NONA CORPORATION

By: ______________________
Printed Name: _____________
Title: _____________________

ATTEST:

__________________________
Printed Name: _____________
Title: _____________________

STATE OF FLORIDA
COUNTY OF ORANGE

PERSONALLY APPEARED before me, the undersigned authority, _____________ and _____________, as _____________ and _____________, respectively, of LAKE NONA CORPORATION, personally known to me or who produced a driver's license as identification, and they acknowledged before me that they executed the foregoing instrument on behalf of LAKE NONA CORPORATION, as its true act and deed, and that they were authorized so to do.

WITNESS my hand and official seal this ___ day of __________, 1994.

__________________________
Notary Public
Printed Name: ______________
My Commission expires:
CITY OF ORLANDO

By: __________________________

Mayor

ATTEST:

Grace A. Chewning, City Clerk

APPROVED AS TO FORM AND LEGALITY
FOR USE AND RELIANCE BY THE
CITY OF ORLANDO, FLORIDA, ONLY.

________________________ 19 __________

City Attorney

STATE OF FLORIDA
COUNTY OF ORANGE

PERSONALLY APPEARED before me, the undersigned authority, ________, and GRACE A. CHEWNING, well known to me and known by me to be Mayor ________, and City Clerk, respectively, of the CITY OF ORLANDO, and acknowledged before me that they executed the foregoing instrument on behalf of the CITY OF ORLANDO, as its true act and deed, and that they were authorized so to do.

WITNESS my hand and official seal this ___ day of _______, 1994.

Notary Public
Printed Name: ____________________
My Commission expires: ____________________

-3-
ORLANDO UTILITIES COMMISSION

By: ____________________________

Title: ____________________________

STATE OF FLORIDA
COUNTY OF ORANGE

SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me by ______________________, known to me or who has produced __________________ as identification, and who executed the foregoing, this ___ day of ____________, 1994.

WITNESS my hand and official seal in the County and State last aforesaid this ___ day of ____________, 1994.

________________________
Notary Public
Print Name:
My Commission Expires:

FOR THE USE AND RELIANCE OF OUC ONLY.

Approved as to form of execution on ____________, 1994.

________________________
Special Counsel
Orlando Utilities Commission
ORANGE COUNTY, FLORIDA

By: ________________
   Linda W. Chapin
   County Chairman

ATTEST: Martha O. Haynie, Comptroller
As Clerk of the Board of County Commissioners.

By: ________________
   Deputy Clerk

FOR THE USE AND RELIANCE
OF ORANGE COUNTY ONLY.
APPROVED AS TO FORM

_________________________
Assistant County Attorney

STATE OF FLORIDA
COUNTY OF ORANGE

PERSONALLY APPEARED before me, the undersigned authority,
LINDA W. CHAPIN, and __________________, well known to me and
known by me to be Orange County Chairman __________________ and
Deputy Clerk, respectively, of ORANGE COUNTY, FLORIDA, and
acknowledged before me that they executed the foregoing
instrument on behalf of ORANGE COUNTY, FLORIDA, as its true act
and deed, and that they were authorized so to do.

WITNESS my hand and official seal this ___ day
of __________, 1994.

_________________________
Notary Public
Printed Name: __________
My Commission expires:

_________________________

AMY670 03/18/94
EXHIBIT "E"

Form of

AMENDMENT TO
ORANGE COUNTY/ORLANDO UTILITIES COMMISSION
COOLING WATER SUPPLY AGREEMENT
AMENDMENT TO
ORANGE COUNTY/ORLANDO UTILITIES COMMISSION
COOLING WATER SUPPLY AGREEMENT
Contract No. S-87-5

THIS AMENDMENT (hereinafter the "Amendment") is made and entered into this ___ day of ______, 1994, by and between ORANGE COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter "County"), and the ORLANDO UTILITIES COMMISSION, a statutory commission under the laws of the State of Florida (hereinafter "OUC"). This Amendment amends a certain agreement between County and OUC entitled "Orange County/Orlando Utilities Commission Cooling Water Supply Agreement," Contract S-87-5, approved by the Orange County Board of County Commissioners at their meeting of March 2, 1987, and recorded at Official Records Book 3866, Page 4041, of the Public Records of Orange County, Florida (hereinafter the "Agreement").

RECITAL

The County and OUC wish to modify and clarify certain provisions of the foregoing Agreement. Any change or clarification to the Agreement not specifically referenced herein shall remain unchanged.

NOW, THEREFORE, in consideration of the foregoing recital, agreements, and mutual covenants contained herein, and other good and valuable consideration, the parties agree that the agreement shall be amended as follows:
1. The following two paragraphs shall be added at Section 3.1 of the Agreement:

The County will pay $0.44 per 1,000 gallons of reclaimed water delivered to OUC Unit 1 and/or Unit 2 for cooling water purposes to which funds shall be used to both reimburse OUC for operations and maintenance expenses and to also create a sinking fund account for capital equipment replacement related to the Pretreatment Return Water Treatment Facility beginning June 1, 1996, in lieu of the $475,000.00 annual payment originally contemplated by the Agreement. This amount will escalate annually per the stipulation of Section 3.9 except that said escalation will not exceed 3% per year.

2. The following paragraph shall be added at Section 3.1(a) of the Agreement.

The County will pay 50% of all reasonable Capital costs associated with the design and construction of additional Return Water Treatment Facilities related to CHSEC Unit 2 expansion. The County shall reimburse OUC for its share as the Return Water Treatment Facility is constructed. Operations are anticipated to begin on June 1, 1996.

3. The following paragraph shall be added to Section 3.7 of the Agreement:

Except in the event of extraordinary conditions beyond the reasonable control of OUC, OUC will levelize the water flow from Orange County. For Units 1 and 2 in operation, the annual flow shall be as outlined in Exhibit "B" of this Agreement. During a single unit outage of less than 14 days, the OUC will accept a minimum of...
7,245,000 GPD, unless operationally said flow would be reasonably expected to cause facility damage, violations of permits, or result in pond capacity unable to handle a 100 year storm event. During longer term single unit outages or when both units are out of service, OUC will also make every effort to accept 3,500,000 GPD. In the event that water needs of less than 3,500,000 GPD may be required, all options will be discussed with the County regarding accepting water to maximum extent practicable by CHSEC. CHSEC Unit 2 water requirements as outlined in Exhibit "B" (revised) will be required by June 1, 1996.

It is the understanding of the parties that the provision of reclaimed water by Orange County to Unit II of the Curtis Stanton Energy Center will result in an increase of 3.74 million gallons per day of disposal capacity at Orange County's Eastern Wastewater Facility. Further, it is the understanding of the parties that the first priority for receiving reclaimed water from the Eastern Wastewater Facility will be the Curtis Stanton Energy Center. Accordingly, OUC agrees to assist (within its economic and operational constraints) Orange County to accomplish the understandings of this paragraph.

4. Section .3.8(b)2 found on page 14 of the Agreement shall be deleted in its entirety and the following language shall be substituted in its place.

The County shall then use effluent storage at the Eastern Subregional Plant Effluent Disposal Systems and at CHSEC to the extent available. In such event, OUC agrees to fill the makeup water supply pond located on the plant site property with effluent, thereby raising (and maintaining, if necessary) the pond level. Pond levels shall be operated to maintain level reclaimed waterflows and to minimize the potential for overflow of said pond as jointly agreed by OUC and the County, pursuant to Section 3.7.
5. The following paragraph shall be added at Section 3.9 found on page 15 of the Agreement.

Starting on June 1, 1996, the County's payment for operations and maintenance expenses (including capital equipment replacement) shall be changed to $.44 per 1,000 gallons of reclaimed water delivered to OUC Unit 1 and/or Unit 2.

6. The Section 3.9(a) of the Agreement shall be deleted in its entirety and replaced with the following language.

The first billing period for combined Unit 1 and Unit 2 operations and maintenance and capital equipment replacement charges associated with the Return Water Treatment Plant shall not commence until June 1, 1996, or at a later mutually agreed upon date in the event the start up of CHSEC Unit 2 is delayed.

7. Exhibit "A" of the agreement shall be replaced with the attached revised pages 1 and 2 of Exhibit "A" which have been created based on actual operations of the Unit 1 cooling tower and return water treatment systems respectively.

IN WITNESS WHEREOF, the parties hereto have hereunder executed this Agreement on the date and year first above written.
ORANGE COUNTY, FLORIDA

BY: ____________________________
    County Chairman

DATE: ____________________________

ATTEST: Martha O. Haynie, County Comptroller
As Clerk of the Board of County Commissioners

BY: ____________________________
    Deputy Clerk

STATE OF FLORIDA
COUNTY OF ORANGE

SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me by LINDA CHAPIN, Chairman of the Board of County Commissioners, personally known to me to be the person described in and who executed the foregoing, this ____ day of _________, 1994. He/she is personally known to me and did (did not) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _________, 1994.

Notary Public
Printed Name: ____________________________
My Commission Expires: __________________

FOR THE USE AND RELIANCE
OF ORANGE COUNTY ONLY.
APPROVED AS TO FORM
    19

__________

Alison M. Yurko
Assistant County Attorney
ORLANDO UTILITIES COMMISSION

BY: ______________________

DATE: ______________________

ATTEST:

____________________________

TITLE: ______________________

BY: ______________________

STATE OF FLORIDA
COUNTY OF ORANGE

SWORN to and subscribed freely and voluntarily for the purposes therein expressed before me by ____________________
the ________, personally known to me to be the person described in and who executed the foregoing, this ___ day of ________, 1994. He/she is personally known to me and did (did not) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this ___ day of ________, 1994.

____________________________
Notary Public
Printed Name:__________________
My Commission Expires:
## EXHIBIT A
### COOLING WATER QUALITY

<table>
<thead>
<tr>
<th>Constituent</th>
<th>Guaranteed Maximum Annual Average Concentration</th>
<th>Guaranteed Maximum Monthly Average Concentration</th>
</tr>
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<tbody>
<tr>
<td>Calcium, mg/l as Ca CO3</td>
<td>100</td>
<td>125</td>
</tr>
<tr>
<td>Magnesium, mg/l as Ca CO3</td>
<td>41</td>
<td>62</td>
</tr>
<tr>
<td>M-Alkalinity, mg/l as Ca CO3</td>
<td>115</td>
<td>165</td>
</tr>
<tr>
<td>Sulfate, mg/l as SO4</td>
<td>160</td>
<td>190</td>
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<tr>
<td>Chloride, mg/l as Cl</td>
<td>70</td>
<td>90 (Prior to chlorination)</td>
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<tr>
<td>Silica, mg/l (SiO2)</td>
<td>12</td>
<td>24</td>
</tr>
<tr>
<td>Nitrate Nitrogen, mg/l (as N)</td>
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<td>6</td>
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<tr>
<td>Total Nitrogen, mg/l (as N)</td>
<td>5</td>
<td>10</td>
</tr>
<tr>
<td>BOD5, mg/l</td>
<td>8</td>
<td>10</td>
</tr>
<tr>
<td>Suspended Solids, mg/l</td>
<td>8</td>
<td>10</td>
</tr>
<tr>
<td>Total Phosphorus, mg/l (as P)</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Sodium, mg/l</td>
<td>60</td>
<td>80</td>
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<tr>
<td>Total Dissolved Solids, mg/l</td>
<td>400</td>
<td>500</td>
</tr>
<tr>
<td>pH at 25° C</td>
<td>6.0 - 8.5</td>
<td>6.0 - 8.5</td>
</tr>
</tbody>
</table>

Minimum Instantaneous Free Chlorine Residual shall be 1.0 mg/l
EXHIBIT B

COOLING WATER QUANTITIES*

<table>
<thead>
<tr>
<th></th>
<th>Yearly Basis gpd*</th>
<th>Condition I Monthly Basis gpd</th>
<th>Weekly Basis gpd</th>
<th>Yearly Basis gpd</th>
<th>Condition II Monthly Basis gpd</th>
<th>Weekly Basis gpd</th>
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<td>Unit 1 Cooling Water</td>
<td>3,500,000</td>
<td>4,095,000</td>
<td>5,000,000</td>
<td>3,622,500</td>
<td>4,347,000</td>
<td>5,175,000</td>
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<td>Units 1 &amp; 2 Cooling Water</td>
<td>7,000,000</td>
<td>8,109,000</td>
<td>10,000,000</td>
<td>7,245,000</td>
<td>8,476,650</td>
<td>10,350,000</td>
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<tr>
<td>Units 1, 2 &amp; 3 Cooling Water</td>
<td>13,048,000</td>
<td>15,213,000</td>
<td>19,708,000</td>
<td>13,879,000</td>
<td>16,229,000</td>
<td>20,931,000</td>
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<tr>
<td>Units 1, 2, 3 &amp; 4 Cooling Water</td>
<td>18,600,000</td>
<td>21,750,000</td>
<td>27,956,000</td>
<td>19,844,000</td>
<td>23,201,000</td>
<td>29,704,000</td>
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</table>

* The quantities listed herein are estimated based upon anticipated and previous operating conditions. It is further understood that actual water requirements may vary, based on many factors including, but not limited to, energy output, equipment, operating variations or malfunctions, improved technology, etc., as also outlined in the agreement.

** Gallons per day.
EXHIBIT "F"

Form of

OPINION OF CITY ATTORNEY
March __, 1994

Orange County, Florida
Orange County Administration Center
201 S. Rosalind Avenue
Orlando, FL 32801

Attention: Orange County Chairman, Linda W. Chapin

Dear Madam Chairman:

I am City Attorney for the City of Orlando, Florida (the "City") and, as such, have acted as counsel to the City in connection with the negotiation, approval, execution, and delivery of the following instruments (collectively, the "Agreements"):

1. The Orlando-Orange County Joint Planning Agreement (the "JPA") entered into as of _________, 1994, between the City and Orange County, Florida (the "County");

2. The City of Orlando/Orange County Wastewater Service Territorial Agreement entered into as of _________, 1994, between the City and the County (the "Wastewater Territorial Agreement"); and

3. The Assignment entered into as of _________, 1994, by the City, the County, and Lake Nona Corporation, a Florida corporation (the "Assignment").

For purposes of rendering this opinion, I have examined the Constitution and laws of the State of Florida, the City's Charter, the Orlando City Code, a record of the proceedings of
the City relating to the authorization by the City Council of
the execution and delivery of the agreements, and such other
records, certificates and documents as I have considered
necessary to render this opinion. Based upon such review, I am
of the opinion that:

1. The Agreements have been duly authorized, executed and
delivered, and except as stated below, each constitutes a
legal, valid and binding obligation of the City, enforceable by
the County against the City in accordance with their respective
terms, except that the enforceability of rights or remedies may
be limited by bankruptcy, insolvency, or other laws affecting
creditors' rights and by judicial application of principles of
equity, regardless of whether enforcement is sought in equity
or at law.

With respect to the JPA, I render no opinion regarding the
enforceability of those provisions of the JPA that purport to
restrict the discretion or ability of the City to annex land
during the term of the JPA.

2. To the best of my knowledge, neither the City's
execution and delivery of the Agreements and its compliance
therewith, nor the consummation of the transactions
contemplated thereby conflicts with or constitutes, or will
conflict with or constitute, a breach of, default under, or
violation of the laws of the State of Florida, the City's
Charter, ordinances, resolutions, and regulations, or any rule
or regulation, judgment, decree, order, license, permit,
agreement, or other instrument to which the City is a party or
by which the City or any of its properties or operations are
bound or governed.

3. The JPA has been authorized, executed and approved by
the City in full compliance with the procedural requirements of
Subsection 163.3171(3) of Florida Statutes.

Respectfully submitted,

Robert Hamilton
City Attorney
EXHIBIT "G"

Form of

OPINION OF OUC GENERAL COUNSEL
Orange County, Florida  
Orange County Administration Center  
201 South Rosalind Avenue  
Orlando, Florida 32801  

Attention: Orange County Chairman Linda W. Chapin

Dear Madam Chairman:

I am General Counsel to the Orlando Utilities Commission ("OUC") and, as such, have acted as counsel to OUC in connection with the negotiation, approval, authorization, execution and delivery of the following instruments (collectively, the "Agreements"):  

1. The Amended and Restated Orlando Utilities Commission/Orange County Water Service Territorial Agreement entered into as of ____________, 1994, by OUC and Orange County, Florida (the "County") (hereafter, the "Water Territorial Agreement"); and  

2. Amendment to Orange County/Orlando Utilities Commission Cooling Water Supply Agreement entered into as of ____________, 1994, by OUC and the County (the "Cooling Water Agreement").

For purposes of rendering this opinion, I have examined the Constitution and laws of the State of Florida, including the special acts creating and otherwise pertaining to OUC, a record of the proceedings of OUC relating to the authorization by OUC of the execution and delivery of the Agreements, and such other
records, certificates, and documents as I have considered necessary to render this opinion. Based upon such review, I am of the opinion that:

1. The Agreements have been duly authorized, executed and delivered, and each constitutes a legal, valid and binding obligation of OUC, enforceable by the County against OUC in accordance with their respective terms, except that the enforceability thereof may be limited by bankruptcy, insolvency, or other laws affecting creditors' rights heretofore or hereafter enacted and by judicial application of principles of equity, regardless of whether enforcement is sought in equity or at law.

2. To the best of my knowledge, neither OUC's execution and delivery of the Agreements and its compliance therewith, nor the consummation of the transactions contemplated thereby conflicts with or constitutes, or will conflict with or constitute, a breach of, default under, or violation of the laws of the State of Florida or any administrative rule or regulation, city ordinance or code provision, judgment, decree, order, license, permit, agreement, or other instrument to which OUC is a party or by which OUC or any of its properties or operations are bound or governed.

Respectfully submitted,

Thomas B. Tart
General Counsel
Orlando Utilities Commission