

Prepared by and Return to:

Orange County Utilities Department
9150 Curry Ford Road
Orlando, Florida 32825
Attn: Melissa Oliver

**ORANGE COUNTY/SEMINOLE COUNTY
WHOLESALE WATER SERVICE AGREEMENT**

THIS WHOLESALE WATER SERVICE AGREEMENT (the “Agreement”) is made and entered into as of the date of latest execution below (the “Effective Date”), by and between ORANGE COUNTY, a political subdivision of the State of Florida (“Orange”), whose address is 201 South Rosalind Avenue, Orlando, Florida 32801, and SEMINOLE COUNTY, a political subdivision of the State of Florida (“Seminole”), whose address is 1101 East 1st Street, Sanford, Florida 32771. In this Agreement, Orange and Seminole may be referred to individually as a “Party” or collectively as the “Parties”.

RECITALS

WHEREAS, Seminole owns and operates a potable water system located in Seminole County (the “Seminole Water System”); and

WHEREAS, Orange owns and operates a potable water system located in Orange County (the “Orange Water System”); and

WHEREAS, Seminole wishes to connect to the Orange Water System and purchase capacity on a wholesale basis from Orange in order to serve that certain property located at 2371 S. Orange Blossom Trail, Apopka, Florida, 32703, which property is more particularly described in **Exhibit “A”** attached to and incorporated in this Agreement (the “Prestige RV Storage Property”).

NOW, THEREFORE, in consideration of the recitals, mutual covenants, and agreements contained in this Agreement, and for other good and valuable consideration, the receipt of which is acknowledged by the Parties, the Parties agree as follows:

SECTION 1. RECITALS INCORPORATED. The foregoing recitals are true and correct, and are incorporated in and made a part of this Agreement by this reference.

SECTION 2. PROVISION OF WATER SERVICE CAPACITY. Seminole will purchase 1,500 Equivalent Residential Connections (“ERCs”) or 338 gallons per day (“gpd”) (the “Water Service Capacity”) as determined by Orange’s then-current level of service at the then-current Orange water capital charge in effect per ERC at the time of Seminole’s payment to service the Prestige RV Storage Property and as determined by Orange County Permit 24-U-059. Orange will

provide the Water Service Capacity to Seminole to serve the Prestige RV Storage Property in the following manner and subject to the following terms and conditions:

(i) **Connection to Transmission Facilities.** Seminole will connect to the Orange Water System as shown in the plans submitted under Orange County Permit 24-U-059 (the “Point of Connection”), which must be approved by Orange prior to starting construction. Seminole shall require all contractors performing work within the County right-of-way or easement areas to procure and maintain workers’ compensation, commercial general liability, business auto liability and contractor’s pollution liability coverage. Each party shall be listed as an additional insured on all general liability policies. Operation, maintenance, and replacement of all pipes, fittings, valves and appurtenances including the transmission facilities up to the Point of Connection into the distribution system and the water plant providing capacity will be the responsibility of Orange. Operation, maintenance, and replacement of the distribution facilities and the water flow meter from the Point of Connection will be the responsibility of Seminole. Seminole shall ensure that the connection served by this Agreement has an appropriate backflow device in place and is compliant at all times with the requirements of Rule 62-555.360, Florida Administrative Code (FAC), as that rule may be amended from time to time.

(ii) **Metering.**

(a) Seminole will install metering equipment at the Point of Connection that is capable of measuring all water flowing from the transmission facilities to the distribution facilities. The metering equipment will remain the property of Seminole, and Seminole will be responsible for the operation, maintenance, recalibration, and replacement of the meter. Orange will have the right to review and approve modifications and replacements of the metering equipment. Orange shall read the meter and have the right of access to it for billing purposes.

(b) Seminole shall replace the meter according to the manufacturer’s replacement schedule recommendations.

(iii) The owner of the Prestige RV Storage Property is a customer of Seminole and shall continue to pay Seminole’s rates, fees, charges, and deposits for water service.

(iv) If the six-month rolling average water flow supplied by Orange to Seminole to serve the Prestige RV Storage Property exceeds the Water Service Capacity, Seminole shall perform the following:

(a) Purchase additional capacity based upon Orange’s water capital charge in effect at the time of purchase; and

(b) Pay any additional water capital charges due to Orange within 30 days of the six-month rolling average exceedance of the Water Service Capacity.

(v) Seminole shall cooperate with Orange in the event of a moratorium or water shortage.

SECTION 3. PAYMENT.

(i) **Water Connection Fees.** If additional capacity is needed for the Prestige RV Storage Property, Seminole shall immediately apply to Orange for additional water service capacity and pay the applicable water service capacity fees to Orange within 30 days from execution of Seminole's application. The fees will be based on the size of the meter installed at the Point of Connection and on the total ERC value as determined by Orange at the then-current established water capital charge per ERC.

(ii) **Wholesale Water User Charges.** Orange shall provide potable water for use by Seminole in accordance with this Agreement for a volume charge of \$2.00 per 1,000 gallons and a fixed monthly customer charge of \$15.60 based upon a 1-inch meter. Orange has the right to adjust the charge(s) from time to time. Upon the effective date of such change, Seminole shall pay the charge(s) as adjusted. Orange shall bill Seminole monthly based upon the number of gallons of potable water that pass through the meter each month, and send monthly invoices to the following:

Seminole County Utilities Department
Attn: Business Office Manager
500 West Lake Mary Boulevard
Sanford, Florida 32773

Seminole shall pay for all potable water received from the transmission facilities at the above-mentioned rates and make payments to Orange within 30 days from the date of Orange's bill.

SECTION 4. CHANGE OF RATES. If Orange, during the term of this Agreement, proposes any new rate schedule or amended rate schedule applicable to wholesale service furnished, Orange shall forward to Seminole a copy of such rate schedule or amended rate schedule prior to the effective date of such new rate and substitute such rate schedule or amended rate schedule for the rate schedule then in effect under this Agreement for such wholesale service, commencing with the next billing period after the effective date.

SECTION 5. TERM. The term of this Agreement commences on the Effective Date and continues for a period of 10 years from the Effective Date.

SECTION 6. DISCLAIMER OF THIRD-PARTY BENEFICIARIES. Nothing in this Agreement operates to create any rights in any third parties to this Agreement, there are no third party beneficiaries to this Agreement, and no third party to this Agreement will be entitled to assert a claim against any of the Parties based upon this Agreement.

SECTION 7. DISCLAIMER OF SECURITY. Each Party shall remain the owner and operator of its respective facilities and utility systems. This Agreement and the services provided pursuant to it do not constitute a financial encumbrance upon either Party's respective facilities or utility systems. No part of this Agreement gives the other Party right to claim, assert or allege any pledge

of or lien upon any real property, facilities or other personal property of the other, and each Party acknowledges to the other 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 8. ASSIGNMENTS. This Agreement may not be assigned by one Party without the express written consent of the other Party, which consent may be withheld in the other Party's sole discretion.

SECTION 9. DEFAULT. If Seminole fails to provide monthly payment including, but not limited to, capital charges or connection fees (if any), past due charges, related service charges, deposits, applicable utility or public service taxes, or current usage charges, or otherwise breaches any term of this Agreement, Orange may discontinue service. Discontinuance of service is not intended to be exclusive of any other remedy, and each and every such remedy will be cumulative and be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute, Orange County Code, or otherwise. No single or partial exercise by Orange of any rights, power, or remedy under this Agreement will preclude any other or further exercise of any other rights, power, or remedy.

SECTION 10. NOTICE FORM. Any notice required or allowed to be delivered under this Agreement must be in writing and be deemed to be delivered when (i) hand delivered to the official hereinafter designated, or (ii) upon receipt of such notice when deposited in the 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 may specify by written notice to the other Party delivered in accordance herewith:

ORANGE:	Orange County Utilities Department 9150 Curry Ford Road Orlando, Florida 32825-7600 Attention: Director
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With copy to:	Orange County Administrator's Office Orange County Administration Building 201 South Rosalind Avenue, 5 th Floor Orlando, Florida 32801-3527 Attention: County Administrator
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SEMINOLE:	Seminole County Utilities Department 500 West Lake Mary Boulevard Sanford, Florida 32773-7441 Attn: Director
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SECTION 11. RECORDATION. The Parties hereto agree that an executed copy of this Agreement and the Exhibits attached to it will be recorded in the Official Records of Orange County at the expense of Orange and in the Official Records of Seminole County at the expense of Seminole.

SECTION 12. SEVERABILITY. If any provision or application of this Agreement to any person or circumstance is held invalid, then it is the intent of the Parties that the invalidity will not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application and without material prejudice to either Party, and to this end the provisions of this Agreement are declared severable.

SECTION 13. INDEMNIFICATION AND HOLD HARMLESS. Subject to the monetary and other limitations of Section 768.28, Florida Statutes, as this statute may be amended from time to time, which limitations are deemed to apply to this Agreement regardless of whether the nature of the liability is based on tort, contract, or otherwise, Seminole (i) shall indemnify, defend, and hold Orange harmless from the negligent acts or omissions of Seminole, its officers, employees, or agents, and (ii) shall hold Orange harmless from any third-party suits resulting from the discontinuance of water service to the Prestige RV Storage Property or other causes. Neither Orange nor Seminole, by virtue of entering into this Agreement, will be deemed to have waived the sovereign immunity limits established by law as to any action or claim by any third party.

SECTION 14. 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 15. APPLICABLE LAW; VENUE. This Agreement and the provisions contained in it will be construed, controlled, and interpreted according to the laws of the State of Florida. Venue for any legal action under this Agreement will be in Orange County, Florida.

SECTION 16. ENTIRE AGREEMENT; EFFECT ON PRIOR AGREEMENTS. 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. Amendments to and waivers of the provisions in this Agreement must be made by the Parties in writing by formal amendment.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of execution below by their duly authorized representatives.

(SEAL)

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____

Jerry L. Demings

Orange County Mayor

Date: _____

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: _____

Deputy Clerk

Print Name: _____

SEMINOLE COUNTY, FLORIDA
By: Board of County Commissioners

JAY ZEMBOWER, Chairman

Date: _____

ATTEST:

GRANT MALOY
Clerk to the Board of County Commissioners of Seminole County, Florida

For the use and reliance of Seminole County only
Approved as to form and legal sufficiency

NEYSA BORKERT, Deputy County Attorney

As authorized for execution by the Board of County Commissioners at their

_____ regular meeting.

Exhibit A
Prestige RV Storage Property

(See attached three pages)

EXHIBIT A
Legal Description

A parcel of land lying in Section 19, Township 21 South, Range 29 East being a portion of Lot 25 of McNeil's Orange Villa, as per the Plat thereof recorded in Plat Book 2, Page 101, of the public records of Seminole County, Florida, lying Southwesterly of Bear Lake Forest, as per the Plat thereof recorded in Plat Book 23, Page 71, of said public records and Northeasterly of State Road No. 500, also known as U.S. Highway No. 441, having a right of way width of 200 feet, said parcel being more particularly described as follows:

Commence at the Southwesterly corner of said Bear Lake Forest, said corner lying on the South line of said Lot 25 for the Point of Beginning; thence run North 89 degrees 57 minutes 19 seconds West, along said South line, 344.68 feet to a point on the Easterly right of way line of said State Road No. 500, said point lying on a non-tangent curve concave to the Southwest; thence run Northwesterly along the arc of said right of way curve, having a central angel of 4 degrees 53 minutes 13 seconds, radius of 5861.65 feet, an arc length of 499.94 feet, a chord bearing of North 40 degrees 25 minutes 13 seconds West, and a chord length of 499.79 feet to the Point of Tangency; thence run North 42 degrees 51 minutes 50 seconds West, along said right of way line 24.78 feet to the West line of said Lot 25, said line also being the West line of said Section 19; thence run North 00 degrees 03 minutes 01 seconds West, along the West line of said Lot 25, a distance of 388.52 feet to the Southwesterly line of said Bear Lake Forest; thence run South 41 degrees 03 minutes 31 seconds East, along said Southwesterly line 1044.31 feet to the Point of Beginning.

Together with:

A parcel of land lying in Section 19, Township 21 South, Range 29 East being portion of the West Half of Lot 28 of McNeil's Orange Villa, as per the Plat thereof recorded in Plat Book 2, Page 101, of the Public Records of Seminole County, Florida, lying Northeasterly of State Road No. 500 also known as U.S. Highway No. 441, having a right of way width of 200 feet, said parcel,

Being more particularly described as follows:

Commence at the Northwest corner of said Lot 28 for a point of reference; thence run South 89 degrees 57 minutes 19 seconds East along the North line of said Lot 28, a distance of 340.55 feet to the Easterly right of way line of said State Road No. 500 and the Point of Beginning; continue South 89 degrees 57 minutes 19 seconds East, along said North line 305.32 feet to the Northeast corner of said West Half of Lot 28, thence run South 00 degrees 04 minutes 40 seconds East, along the East line of said West Half 430.28 feet to a point on said Easterly right of way line; said point lying on a curve concave to the Southwest; thence run Northwesterly along the arc of said curve having a central angle of 05 degrees 09 minutes 51 seconds, a radius of 5861.65 feet an arc length of 528.31 feet, a chord bearing of North 35 degrees 23 minutes 42 seconds West, and a chord length of 528.13 feet to the Point of Beginning.

LESS the following described parcel of land: Begin at the aforementioned point of intersection of said East line of the West Half of Lot 28 with the Easterly right of way line of State Road No. 500, said point lying on a non-tangent curve concave to the Southwest: thence run Northwesterly along said curve having a radius of 5861.65 feet, a central angle of 01 degrees 48 minutes 30 seconds, an arc length of 185.00 feet, a chord length of 184.99 feet, and a chord bearing of North 33 degrees 43 minutes 01 seconds West, thence departing said Easterly right of way line, run North 51 degrees 57 minutes 00 seconds East, non-tangent to said curve 130.00 feet to said East line of the West Half; thence run South 00 degrees 04 minutes 40 seconds East, along said East line, 234.00 feet to the Point of Beginning.

And Less:

A part of Lots 25 and 28 of McNeil's Orange Villa, as per the Plat thereof recorded in Plat Book 2, Page 101 of the public records of Seminole County, Florida; being more particularly described as follows:

Begin at the intersection of the Southwesterly line of Bear Lake Forest, as recorded in Plat Book 23, Page 71, public records of Seminole County, Florida and the South line of Lot 25 of McNeil's Orange Villa, as per the Plat thereof recorded in Plat Book 2, Page 101 of the public records of Seminole County, Florida; thence run North 89 degrees 57 minutes 19 seconds West, 36.26 feet to the Northeast corner of the West Half of Lot 28 of said McNeil's Orange Villa; thence run South 00 degrees 04 minutes 40 seconds East, along the East line of said West Half of Lot 28, 196.23 feet; thence run South 51 degrees 57 minutes 00 seconds West, 130 feet to the Easterly right of way line of State Road No. 500/US Hwy No. 441 (a 200 feet wide right-of-way) said point lying on a curve concave Southwesterly and having a radius of 5861.65 feet and a radial bearing of South 55 degrees, 22 minutes, 44 seconds West; thence run Northwesterly along the arc of said curve 208.67 feet and through a central angle of 02 degrees 02 minutes 23 seconds, said curve is subtended by a chord of 208.66 feet and a chord bearing of North 35 degrees 38 minutes 27 seconds West; thence run North 00 degrees 03 minutes 01 seconds West, 409.19 feet to the aforementioned Southwesterly line of Bear Lake Forest; thence run South 41 degrees 03 minutes 31 seconds East, along said Southwesterly line of Bear Lake Forest, 401.03 feet to the Point of Beginning.

Otherwise Known as Seminole County Parcel Identification No. 17-21-29-5BG-0000-025A.

AND TOGETHER WITH

A part of Lots 25 and 28 of McNeil's Orange Villa, as per the Plat thereof recorded in Plat Book 2, Page 101 of the Public Records of Seminole County, Florida; being more particularly described as follows:

Begin at the intersection of the Southwesterly line of Bear Lake Forest, as recorded in Plat Book 23, Page 71, Public Records of Seminole County, Florida and the South line of Lot 25 of McNeil's Orange Villa, as per the Plat thereof recorded in Plat Book 2, Page 101 of the Public Records of Seminole County, Florida; thence run North 89 degrees, 57 minutes, 19 seconds West, 39.28 feet to the Northeast corner of the West 1/2 of Lot 28 of said McNeil's Orange Villa; thence run South 00 degrees, 04 minutes, 40 seconds East, along the East line of said West 1/2 of Lot 28, 196.23 feet; thence run South 51 degrees, 57 minutes, 00 seconds, West, 130.00 feet to the Easterly right of way line of State Road No. 500/US Hwy #441 (a 200 feet wide right of way) said point lying on a curve concave Southwesterly and having a radius of 5861.65 feet and a radial bearing of South 55 degrees, 22 minutes, 44 seconds West; thence run Northwesterly along the arc of said curve 208.67 feet and through a central angle of 02 degrees, 02 minutes, 23 seconds, said curve is subtended by a chord of 208.66 feet and a chord bearing of North 35 degrees, 38 minutes, 27 seconds West; thence run North 00 degrees, 03 minutes, 01 seconds West, 409.19 feet to the aforementioned Southwesterly line of Bear Lake Forest; thence run South 41 degrees, 03 minutes, 31 seconds East along said Southwesterly line of Bear Lake Forest, 401.03 feet to the Point of Beginning.

Together with an Easement described as follows:

A strip of land, 60.00 feet in width lying in section 19, township 21 South, Range 29 East being a portion of the West half of Lot 28 of McNeil's Orange Villa, as per the Plat thereof recorded in Plat Book 2, Page 101 of the Public Records of Seminole County, Florida, lying Northeasterly of State Road No. 500, also known as U.S. Highway No. 441, having a right-of-way width of 200 feet, said parcel being more particularly described as follows:

Commence as the Northwest corner of said Lot 28 for a point of reference; thence run South 89°57'19" East along the North line of said Lot 28, a distance of 340.55 feet to the Easterly right-of-way line of said State Road No. 500; thence continue South 89°57'19" East, along said North line, 305.32 feet to the Northeast corner of said West half of Lot 28; thence run South 00°04'40" East, along the East line of said West half 196.28 feet to a point lying 234.00 feet North, as measured along said East line, of said Easterly right- of-way line of State Road No. 500 and the point of beginning; thence run South 51°57'00" West, 130.00 feet to a point on the Easterly right-of-way line of said State Road No. 500, said point lying on a non-tangent right-of-way curve concave Southwesterly; thence run Southeasterly along said right-of-way curve having a radius of 5861.65 feet, a central angle of 00°35'16", an arc length of 60.13 feet, a chord bearing of South 34°19'39" East, and a chord distance of 60.13 feet; thence run North 51°57'00" East, 87.07 feet to the aforesaid East line of the West half of said Lot 28; thence run North 00° 04'40" West; along said East line 76.11 feet to the point of beginning.

Otherwise Known as Seminole County Parcel Identification No. 17-21-29-5BG-0000-025B