

Prepared By and Return To:

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P.O. Box 4961
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For Recording Purposes Only

**AGREEMENT FOR THE DELIVERY OF SANITARY
SEWER SERVICE AND FOR THE DELIVERY
AND USE OF RECLAIMED WATER**

THIS AGREEMENT FOR THE DELIVERY OF SANITARY SEWER SERVICE AND FOR THE DELIVERY AND USE OF RECLAIMED WATER (this "Agreement") is made and entered into on the 24th day of ~~August~~ ^{October}, 2000, between the **CITY OF ORLANDO, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida (the "Supplier"), and **DEBRA, INC.**, a Florida corporation, and its designated assigns (collectively, the "Owner").

BASIS FOR THE AGREEMENT

Supplier operates and maintains a publicly owned water reclamation facility known as the Water Conserv II Water Reclamation Facility, which is producing reclaimed water that may be used for irrigation purposes. The governing council of Supplier has approved this Agreement and has authorized its execution by the undersigned representatives.

Owner is the developer of the property commonly known as the MetroWest DRI and Owner is the fee simple owner of certain real property consisting of approximately 849 acres of land which is described in Exhibit "A" attached hereto and made a part hereof by reference (the "Property"). It is warranted that the undersigned representative has authority to bind Owner.

The Property consists of the remaining undeveloped property in the MetroWest DRI. Supplier and Owner entered into that certain Agreement for Sanitary Sewer Service dated February 28, 1983 and recorded March 4, 1983 in Official Records Book 3354, Page 1319, Public Records of Orange County, Florida (the "Service Agreement"), as modified by that certain Modification Agreement dated October 22, 1984 and recorded November 8, 1984 in Official Records Book 3575, Page 881, Public Records of Orange County, Florida (the "Modification Agreement"). The Service Agreement and the Modification Agreement are sometimes referred to herein collectively as the "Sewer Agreement."

Supplier and Owner previously entered into that certain Agreement Concerning Delivery and Use of Treated Effluent dated and recorded January 16, 1986 in Official Records Book 3739, Page 1169, Public Records of Orange County, Florida (the "Effluent Agreement").

Due to changes in circumstances and conditions occurring since execution of the Sewer Agreement and the Effluent Agreement, the parties hereto desire to modify and amend the terms and provisions of such agreements as same affect the Property.

Supplier shall provide, and Owner shall accept, sanitary sewer service and reclaimed irrigation water in accordance with the terms of this Agreement. From and after the date hereof, the Sewer Agreement and the Effluent Agreement shall have no further force or effect as either agreement relates to the Property. No portions of the properties described in the Sewer Agreement or the Effluent Agreement, other than the Property, shall be affected by the terms of this Agreement.

Owner shall not request more reclaimed water than can be beneficially used for irrigation or other approved purposes.

Owner understands that Supplier will rely upon this Agreement in the design, construction and operation of the distribution system for delivery of reclaimed water to Owner.

TERMS AND CONDITIONS

In consideration of the commitment of Supplier to deliver reclaimed water to Owner and the commitment of Owner to receive and beneficially use this water for irrigation or other approved purposes, the parties agree to the following terms and conditions.

1. TERM OF THE AGREEMENT.

The term of this Agreement shall be for a period of twenty (20) years from the date of execution of this Agreement.

2. DELIVERY OF SANITARY SEWER SERVICE.

The Sewer Agreement originally provided for 2.5 million gallons per day of sanitary sewer service set aside for the MetroWest DRI. Supplier hereby agrees to provide Owner sanitary sewer service with capacity sufficient to service the property referenced in the Sewer Agreement, inclusive of the Property, as anticipated at project build-out, as and when requested by Owner; provided, Supplier's obligation hereunder and under the Sewer Agreement shall not exceed 2.75 million gallons per day (the "Guaranteed Flow"). The additional 250,000 gallons per day shall be set aside for the Property. This obligation of Supplier shall terminate December 31, 2010, and thereafter, Owner must obtain such service in accordance with applicable ordinances and regulations of Supplier. Owner shall have the right to reserve from Supplier, in increments or in its entirety, the Guaranteed Flow, at Owner's option, by paying one

hundred percent (100%) of the Water Pollution Control charge in existence on the date any such payment is tendered.

3. **USE OF RECLAIMED WATER; OWNER'S IRRIGATION SYSTEM**

(a) Owner shall use reclaimed water delivered by Supplier for irrigation purposes within those portions the Property currently using reclaimed water for irrigation purposes as described in Exhibit "B" attached hereto and made a part hereof by reference (the "Irrigation Property"), and any other approved use upon providing Supplier ninety (90) days' prior written notice describing such intended use; however, such use of the reclaimed water shall be consistent with current and future rules and regulations of Supplier, Florida Department of Environmental Protection ("FDEP"), the applicable water management district and other governmental or regulatory agencies having jurisdiction over the Property or the use of reclaimed water. In no event will Owner allow the discharge of reclaimed water directly into surface waters of the State of Florida without written authorization from the FDEP. Owner is not currently required to obtain a FDEP permit in order to utilize the reclaimed water for irrigation or any other purpose that is consistent with applicable rules and regulations. Owner shall follow all operating practice restrictions as outlined in Exhibit "C" attached hereto and incorporated herein by this reference.

(b) As part of Owner's obligation hereunder, Owner, at Owner's sole cost, shall be responsible for the planning, design and construction of a reclaimed water trunk line along the roadways approximately depicted set forth in Exhibit "D" attached hereto and made a part hereof by this reference (the "Trunk Line"). The Trunk Line shall be designed and constructed such that it will be of sufficient size and capacity to serve the portions of the Property that are adjacent to the Trunk Line, which portions of the Property are depicted in said Exhibit "D" (the "Trunk Line Service Property"). The Owner developing all or any portion of the Trunk Line Service Property shall enter into a separate agreement with Supplier for reclaimed water service and shall be required to connect to the Trunk Line for such purpose. The Trunk Line shall, at the discretion of the Supplier, be dedicated to the Supplier upon completion of construction.

4. **VOLUME OF WATER; DELIVERY SCHEDULE**

(a) Supplier will use its best efforts to deliver and Owner shall use its best efforts to accept and use a volume of approximately 550 million gallons of reclaimed water per year during the term of this Agreement in consistent monthly quantities, subject to seasonal adjustments. Supplier shall deliver the reclaimed water to the existing holding pond utilizing the piping, valving and control systems ("Facilities") currently in place. Supplier shall retain responsibility for maintaining the Facilities up to the point of discharge into the holding pond. Owner shall be responsible for operating and maintaining those portions of the irrigation system which solely serve the Irrigation Property. Except to the extent of adverse conditions as provided in Section 5 below, Supplier shall deliver reclaimed water to the pond continuously over a 24-hour period or until such time as the pond has been filled. Supplier reserves the right to modify the delivery schedule and assign specific delivery times, as necessary, to accommodate the needs of other users of the Supplier's present or future system.

(b) In the event the Owner determines that the volume of water described in Paragraph 4(a) can be expected to be detrimental to the Property, then this volume may be revised to such lesser volume as Owner determines will be compatible with the current uses of the land.

5. **DELIVERY OF RECLAIMED WATER UNDER ADVERSE CONDITIONS**

(a) Both parties recognize that adverse weather conditions or unforeseen circumstances may necessitate modification of the normal delivery schedule established by Supplier. Owner shall have the right to restrict or refuse the use of the reclaimed water to be delivered in the event of adverse weather conditions or unforeseen circumstances.

(b) Both parties also recognize that adverse weather conditions or unforeseen circumstances may result in a need for reclaimed water greater than the volume set forth in Paragraph 4(a). Owner shall have the right to draw additional water, subject to availability as determined by Supplier. During any period in which more than one owner exercises the right to draw additional reclaimed water, Supplier will furnish water under such pressure as the transmission and delivery systems are capable of producing. During these events, Supplier shall not be obligated to provide the minimum pressure described in Paragraph 4(a) above.

(c) If Supplier's transmission or distribution system fails for reasons or events beyond Supplier's control, or when Supplier performs maintenance or repairs the system, then delivery of reclaimed water under the requirements of this Agreement may be temporarily interrupted or limited in quantity.

(d) If for any reason during the term of the Agreement local, regional, state or federal governments or agencies shall fail to issue necessary permits, grant necessary approvals, or shall require any change in the operation of the treatment, transmission and distribution systems or the application and use of reclaimed water by Owner, then to the extent that such requirements shall affect the ability of any party to perform any of the terms of this Agreement, the affected party shall be excused from the performance thereof and a new agreement shall be negotiated, if possible, by the parties hereto in conformity with such permits, approvals, or requirements.

6. **CHARGE FOR RECLAIMED WATER USE**

Supplier is in the process of developing an ordinance that will govern the use of reclaimed water within Supplier's service area (the "Ordinance"). Supplier, as part of the Ordinance, may develop a rate structure for the sale of reclaimed water to system customers on a citywide basis. Commencing the later of implementation of the Ordinance or June 30, 2006, Supplier shall charge Owner for the delivery of reclaimed water in accordance with the rate structure established under the Ordinance. Notwithstanding the foregoing, the parties hereto hereby agree that in no event shall the cost of the reclaimed water exceed the cost of potable water.

7. **NOTICES.**

All notices required or authorized under this Agreement shall be given in writing and shall be served by mail, by express courier or by hand delivery to the parties at the addresses listed below:

OWNER: Debra, Inc.
c/o Invesco Realty Advisors
One Lincoln Centre, Suite 700
5400 LBJ Freeway/LB 2
Dallas, Texas 75240
Attn: Deborah Rhodus

With a copy to: Greenberg Traurig, P.A.
1221 Brickell Avenue
Miami, Florida 33131
Attn: Richard J. Giusto, Esquire

SUPPLIER: Deputy Director of Public Works
City of Orlando
5100 L.B. McLeod Road
Orlando, Florida 32811

With a copy to: City of Orlando Office of Legal Affairs
400 South Orange Avenue
Orlando, Florida 32801
Attn: City Attorney

8. **INSPECTION**

Supplier shall have the right, to enter upon the Property to review and inspect Owner's operating practices as they relate to this Agreement. Supplier shall provide reasonable notice to Owner prior to entry, except in emergencies or suspected cases of violations of the operating practices set forth in Exhibit "C".

9. **TRANSFER OR ASSIGNMENT**

(a) Supplier may assign its rights and obligations, in whole or in part, under this Agreement, without the consent of Owner, to an entity which assumes such rights and obligations, provided Supplier delivers at least thirty (30) days' prior written notice of such assignment and assumption to Owner.

(b) Owner's right to sell, transfer or encumber the Property shall not be restricted by this Agreement. Owner agrees to provide written notice of any sale or transfer to

Supplier at the address noted above following such sale or transfer. Any subsequent party in interest shall be required to utilize the allocation of reclaimed water described in paragraph 4(a). The buyer or transferee must execute and deliver to Supplier, following the sale or transfer, an acknowledgment and acceptance of the prior owner's commitment under the same terms and conditions of this Agreement.

(c) It is agreed that the rights and obligations hereunder shall run with the ownership and title to the Property and constitute a covenant that runs with the land. Upon the sale or transfer of all or part of the Property, Owner shall be released from any and all obligations and liability hereunder as to that portion of the Property sold or transferred.

10. INDEMNITY FOR THIRD PARTY CLAIMS

(a) So long as Owner shall use reclaimed water under the terms and conditions of this Agreement and subject to the extent permitted by Section 768.28, Florida Statutes, Supplier, to the extent permitted by law, shall indemnify Owner and hold Owner harmless from any and all claims, actions, suits, proceedings, costs, expenses, including, but not limited to, attorneys' fees (and fees on appeal), damages and liabilities arising out of the claims by third parties residing on or using land adjacent to or in close proximity to the Property, that the use of reclaimed water has resulted in adverse human health effects. Supplier's indemnification obligation shall be conditioned upon Owner's giving notice to Supplier within 72 hours of any claim or information suggesting that a claim may be made.

(b) Supplier shall be indemnified by Owner from any and all claims, demands, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorneys' fees (and fees on appeal) arising out of, or relating to, Owner's failure to comply with the terms of this Agreement.

(c) This Agreement is solely for the benefit of the formal parties hereto and no right or cause of action shall accrue upon, to or for the benefit of any third party not a formal party hereto.

11. 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 effectuated. To that end, this Agreement is declared severable.

12. NON-WAIVER

The failure of either party to insist upon the other party's compliance with its obligations under this Agreement in any one or more instances shall not operate to release such other party from its duties to comply with such obligations in all other instances.

13. **APPLICABLE LAW AND VENUE**

This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the state of Florida. Venue for any litigation between the parties shall be in the courts of Orange County, Florida.

14. **EXHIBITS AND ADDENDUMS**

This Agreement incorporates the following exhibits which are specially made a part hereto:

- Exhibit "A" – Property Description
- Exhibit "B" – Irrigation Property
- Exhibit "C" – Operating Practice Restrictions
- Exhibit "D" – Trunk Line

15. **RECORDING**

This Agreement, including the Exhibits thereto, shall be recorded in the Public Records of Orange County, Florida. The Owner shall bear the costs of such recording.

16. **EFFECT ON PRIOR AGREEMENTS**

This Agreement supercedes and replaces each party's rights and obligations under the Sewer Agreement and the Effluent Agreement as such rights and obligations relate to the Property.

(SIGNATURES ON NEXT PAGE)

THIS WRITTEN AGREEMENT constitutes the entire agreement between the parties and has been entered into voluntarily and with independent advice and legal counsel and has been executed by the authorized representative of each party on the date written above.

"Supplier"

CITY OF ORLANDO, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida

Ernest Page
Mayor **PRO TEM**

ATTEST:
Grace A. Chewning
Grace A. Chewning, City Clerk

(SEAL)

APPROVED As To Form and LEGALITY for the use and reliance of the City of Orlando, Florida, only.

OCTOBER 12, 2000.

Richard D. Althom III
CHIEF Assistant City Attorney
Orlando, Florida

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 12th day of October, 2000, by Ernest Page as Mayor of City of Orlando, Florida, a municipal corporation organized and existing under the laws of the State of Florida. He/she is personally known to me or has produced _____ as identification.

Shirley Z. Sirote
(Signature of Notary Public)

SHIRLEY Z. SIROTA
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # CC890384
EXPIRES 12/8/2003
NOTED THRU ASA 1-888-NOTARY1

(Typed name of Notary Public)
Notary Public, State of Florida
Commission No. _____
My commission expires:

“Owner”

DEBRA, INC., a Florida corporation

WITNESSES:

Julie L. Fisher
Print Name: Julie L. Fisher

C. A. Minigan
Print Name: CAROL A. MINIGAN

By: [Signature]
Print Name: Camille A. Chebeir
Title: President

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 23rd day of October, 2000, by Camille A. Chebeir as President of Debra, Inc., a Florida corporation, on behalf of the corporation. (He)she is personally known to me or has produced NY drivers license as identification.

Julie L. Fisher
(Signature of Notary Public)

Julie L. Fisher
My Commission CC948521
Expires July 16, 2004

Julie L. Fisher
My Commission CC948521
Expires July 16, 2004

(Typed name of Notary Public)
Notary Public, State of _____
Commission No. _____
My commission expires: _____

**EXHIBIT A
LEGAL DESCRIPTION
OF PROPERTY OWNED BY DEBRA, INC.**

(Tract 1)

PARCEL 1: Tract 1, METROWEST, according to the plat thereof recorded in Plat Book 16, Pages 107 through 110, Public Records of Orange County, Florida;

LESS AND EXCEPT those portions of Tract 1 which have been replatted into

- (a) METROWEST VILLAGE SHOPPING CENTER, according to the plat thereof recorded in Plat Book 25, Page 49, Public Records of Orange County, Florida;
- (b) METROWEST TRACT 1, LOT 6, according to the plat thereof recorded in Plat Book 31, Page 146, Public Records of Orange County, Florida;
- (c) METROWEST TRACT 1, LOT 7, according to the plat thereof recorded in Plat Book 34, Page 50, Public Records of Orange County, Florida; and
- (d) METROWEST TRACT 1, LOT 8, according to the plat thereof recorded in Plat Book 39, Page 27, Public Records of Orange County, Florida.

PARCEL 1(a): Together with the non-exclusive easement rights as follows:

- (a) Easement rights reserved on METROWEST TRACT 1, LOT 6, according to the plat thereof recorded in Plat Book 31, Page 146, Public Records of Orange County, Florida.
- (b) Easement rights reserved in Construction and Reciprocal Easement Agreement recorded February 15, 1990, in Official Records Book 4157, Page 3575, Public Records of Orange County, Florida.
- (c) Easement rights created in Reciprocal Easement Agreement recorded November 4, 1993, in Official Records Book 4647, Page 1399, Public Records of Orange County, Florida.
- (d) Easement rights created in Reciprocal Easement Agreement recorded February 27, 1998, in Official Records Book 5424, Page 1968, Public Records of Orange County, Florida.

(Tract 9, Lot 6)

PARCEL 2: Lot 6, A REPLAT OF LOT 2 OF A REPLAT OF TRACT 9, METROWEST, according to the plat thereof recorded in Plat Book 21, Pages 135 through 137, Public Records of Orange County, Florida.

(Unit Four Replat, Lot 12)

PARCEL 3: Lot 12, METROWEST UNIT FOUR REPLAT, according to the plat thereof recorded in Plat Book 27, Pages 129 through 132, Public Records of Orange County, Florida.

(Tract 25)

PARCEL 4: Tract 25, METROWEST UNIT TWO, according to the plat thereof recorded in Plat Book 20, Pages 142 through 145, Public Records of Orange County, Florida;

LESS AND EXCEPT that portion of Tract 25 which has been replatted into METROWEST UNIT TWO REPLAT, according to the plat thereof recorded in Plat Book 23, Pages 120 and 121, Public Records of Orange County, Florida.

PARCEL 4(a): Together with the non-exclusive easement rights as follows:

Easement rights created pursuant to that certain Declaration of Non-Exclusive Easement Rights executed by Debra, Inc. and recorded simultaneously herewith in the Public Records of Orange County, Florida.

(Tract 9, Lot 9)

PARCEL 5: Lot 9, METROWEST UNIT THREE REPLAT, according to the plat thereof recorded in Plat Book 24, Pages 102 and 103, Public Records of Orange County, Florida.

PARCEL 5(a): Together with the non-exclusive easement rights as follows:

Easement rights created in Reciprocal Easement Agreement recorded October 20, 1997, in Official Records Book 5348, Page 2450, Public Records of Orange County, Florida.

(Tract 12, Lot 7)

PARCEL 6: Lot 2, A REPLAT OF LOT 7, METROWEST REPLAT, according to a plat thereof recorded in Plat Book 20, Page 13, Public Records of Orange County, Florida.

(Lots 22A, 33A, 39A and 40A, Palma Vista Replat)

PARCEL 7: Lots 22A, 33A, 39A and 40A, PALMA VISTA REPLAT, according to the plat thereof recorded in Plat Book 29, Page 45, Public Records of Orange County, Florida.

(Lot 51, Fairway Cove)

PARCEL 8: Lot 51, FAIRWAY COVE, according to the plat thereof recorded in Plat Book 21, Pages 59 through 61, Public Records of Orange County, Florida.

(Lot 2, a Replat of Tract 9)

PARCEL 9: Lot 2, A REPLAT OF TRACT 9 METROWEST, according to the plat thereof recorded in Plat Book 20, Page 139, Public Records of Orange County, Florida,

LESS AND EXCEPT that portion of Lot 2 which has been replatted into A REPLAT OF LOT 2, A REPLAT OF TRACT 9 METROWEST, according to the plat thereof recorded in Plat Book 21, Pages 135 through 137, Public Records of Orange County, Florida.

(Unit Four Replat, Lots 10 and 11)

Lots 10 and 11, METROWEST UNIT FOUR REPLAT, according to the plat thereof recorded in Plat Book 27, Pages 129 through 132, Public Records of Orange County, Florida.

(Unit Four Replat, Lots 6 and 7 and Unit Four Second Replat, Tract A)

PARCEL 1: Lots 6 and 7, METROWEST UNIT FOUR REPLAT, according to the plat thereof recorded in Plat Book 27, Pages 129 through 132, Public Records of Orange County, Florida;

LESS AND EXCEPT those portions of Lots 6 and 7 replatted as METROWEST UNIT FOUR SECOND REPLAT, according to the plat thereof recorded in Plat Book 43, Pages 33 through 36, Public Records of Orange County, Florida.

PARCEL 2: Tract A, METROWEST UNIT FOUR SECOND REPLAT, according to the plat thereof recorded in Plat Book 43, Pages 33 through 36, Public Records of Orange County, Florida.

(Unit Four Replat, Lots 8 and 9)

Lots 8 and 9, METROWEST UNIT FOUR REPLAT, according to the plat thereof recorded in Plat Book 27, Pages 129 through 132, Public Records of Orange County, Florida;

LESS AND EXCEPT that portion of Lot 8 replatted as METROWEST UNIT FOUR SECOND REPLAT, according to the plat thereof recorded in Plat Book 43, Pages 33 through 36, Public Records of Orange County, Florida.

(Unit Four Replat, Lot 14)

Lot 14, METROWEST UNIT FOUR REPLAT, according to the plat thereof recorded in Plat Book 27, Pages 129 through 132, Public Records of Orange County, Florida;

LESS AND EXCEPT that portion of Lot 14 replatted into LOT 1, METROWEST UNIT FOUR LOT 14 REPLAT, according to the plat thereof recorded in Plat Book 39, Page 94, Public Records of Orange County, Florida.

(Unit Four Replat, Lot 13)

Lot 13, METROWEST UNIT FOUR REPLAT, according to the plat thereof recorded in Plat Book 27, Pages 129 through 132, Public Records of Orange County, Florida.

(Unit Four Second Replat, Tract 3)

PARCEL 1: Tract 3, METROWEST UNIT FOUR SECOND REPLAT, according to the plat thereof recorded in Plat Book 43, Pages 33 through 36, Public Records of Orange County, Florida.

PARCEL 2: Together with the non-exclusive easement rights as follows:

Easement rights created in Declaration of Easement recorded May 8, 1991, in Official Records Book 4285, Page 2662, Public Records of Orange County, Florida; as amended by Amendment recorded August 30, 1996, in Official records Book 5114, Page 1083, Public Records of Orange County, Florida.

(Unit Four Second Replat, Tract 5)

Tract 5, METROWEST UNIT FOUR SECOND REPLAT, according to the plat thereof recorded in Plat Book 43, Pages 33 through 36, Public Records of Orange County, Florida.

(Unit Four Replat, Lots 15 and 16)

Lots 15 and 16, METROWEST UNIT FOUR REPLAT, according to the plat thereof recorded in Plat Book 27, Pages 129 through 132, Public Records of Orange County, Florida;

LESS AND EXCEPT those portions of Lots 15 and 16 replatted as METROWEST UNIT FOUR SECOND REPLAT, according to the plat thereof recorded in Plat Book 43, Pages 33 through 36, Public Records of Orange County, Florida.

(Tract 8, Lot 1)

Lot 1, A REPLAT OF TRACT 8 METROWEST, according to the plat thereof recorded in Plat Book 19, Page 50, Public Records of Orange County, Florida;

LESS AND EXCEPT that portion replatted into Lot 1, METROWEST I, according to the plat thereof recorded in Plat Book 31, Page 150, Public Records of Orange County, Florida.

(Tract 9, Lot 27 and Tract 9, Lot 1, Replat 5)

PARCEL 1: Lot 27, METROWEST UNIT THREE REPLAT, according to the plat thereof recorded in Plat Book 24, Pages 102 and 103, Public Records of Orange County, Florida.

PARCEL 1(a): Together with the non-exclusive easement rights as follows:

Easement rights created in Reciprocal Easement Agreement recorded June 24, 1999, in Official Records Book 5780, Page 2574, Public Records of Orange County, Florida.

PARCEL 2: Lot 1, METROWEST TRACT 9, REPLAT 5, according to the plat thereof recorded in Plat Book 37, Page 27, Public Records of Orange County, Florida.

(Tract 12, Lot 6)

Lot 6, METROWEST REPLAT, according to the plat thereof recorded in Plat Book 16, Pages 115 and 116, Public Records of Orange County, Florida;

LESS AND EXCEPT that portion of Lot 6 which has been replatted into METROWEST TRACT 12, Lot 6A, according to the plat thereof recorded in Plat Book 31, Page 35, Public Records of Orange County, Florida.

(Tract C, Unit Two)

Tract C, METROWEST UNIT TWO, according to the plat thereof recorded in Plat Book 20, Pages 142 through 145, Public Records of Orange County, Florida.

(Golf Course)

PARCEL 1: Tracts 2 and 13, METROWEST, according to the plat thereof recorded in Plat Book 16, Pages 107 through 110, Public Records of Orange County, Florida.

PARCEL 2: Tracts 19, 20, 22 and 26, METROWEST UNIT TWO, according to the plat thereof recorded in Plat Book 20, Pages 142 through 145, Public Records of Orange County, Florida;

LESS AND EXCEPT that portion of Tract 26 which has been replatted into PALMA VISTA REPLAT, according to the plat thereof recorded in Plat Book 29, Page 45, Public Records of Orange County, Florida.

PARCEL 3: Together with the non-exclusive easement rights as follows:

- (a) Easement rights created in Declaration of Easement for Cart Paths recorded December 16, 1993, in Official Records Book 4668, Page 4253, Public Records of Orange County, Florida.
- (b) Easement rights created in Street Right-of-Way Utilization Agreement for Golf Tunnels recorded simultaneously herewith in the Public Records of Orange County, Florida.
- (c) Easement rights created in Street Right-of-Way Encroachment Agreement for Golf Cart Pathway recorded simultaneously herewith in the Public Records of Orange County, Florida.
- (d) Easement rights created in Declaration of Easement recorded December 16, 1993 in Official Records Book 4668, Page 4249, Public Records of Orange County, Florida.

(MetroWest Master Association Property)

PARCEL 1: Tract 6, METROWEST, according to the plat thereof recorded in Plat Book 16, Pages 107 through 110, Public Records of Orange County, Florida.

PARCEL 2: Tract A, METROWEST UNIT FOUR REPLAT, according to the plat thereof recorded in Plat Book 27, Pages 129 through 132, Public Records of Orange County, Florida.

PARCEL 3: Tracts B and F, A REPLAT OF TRACT 10, METROWEST, according to the plat thereof recorded in Plat Book 18, Pages 87 through 89, Public Records of Orange County, Florida.

PARCEL 4: Tract 16, METROWEST UNIT TWO, according to the plat thereof recorded in Plat Book 20, Pages 142 through 145, Public Records of Orange County, Florida.

PARCEL 5: Tract B, METROWEST UNIT FOUR SECOND REPLAT, according to the plat thereof recorded in Plat Book 43, Pages 33 through 36, Public Records of Orange County, Florida.

EXHIBIT B

**LEGAL DESCRIPTION
(Irrigation Property)**

**Lots 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and Tract A, METROWEST UNIT FOUR
REPLAT, according to the plat thereof recorded in Plat Book 27, Pages 129 through 132,
Public Records of Orange County, Florida.**

LESS AND EXCEPT

- (a) That portion of Lot 14 replatted into LOT 1, METROWEST UNIT FOUR LOT 14 REPLAT, according to the plat thereof recorded in Plat Book 39, Page 94, Public Records of Orange County, Florida;
- (b) Those portions of Lots 6, 7, 8, 15 and 16 replatted as METROWEST UNIT FOUR SECOND REPLAT, according to the plat thereof recorded in Plat Book 43, Pages 33 through 36, Public Records of Orange County, Florida.

EXHIBIT "C"

Operating Practice Restrictions

The intent of this Exhibit is to identify and define practices for the use of reclaimed water for irrigation that protect human health and the environment.

1. Supplier shall furnish Owner with appropriate warning signs to be posted around the site to describe the nature of the water and its non-potability. The signs shall be posted in accordance with FDEP regulations.
2. Owner will also take all reasonable precautions, including signs, labeling, and color-coding to clearly identify reclaimed water systems to prevent inadvertent human consumption. The signs, labeling, and color-coding shall be in accordance with applicable FDEP regulations.
3. No cross-connections shall be made between the reclaimed irrigation water system and a potable water system or any well. Should a well be on the property as a backup system there shall be a physical air gap (minimum 2 times pipe diameter) separating the reclaimed system from the groundwater system (the well).
4. A buffer of 75 feet shall be maintained between the edge of the wetted area of the reclaimed water application site and any potable water supply well.
5. The use of reclaimed water shall be consistent with all FDEP and other applicable regulatory agency rules.
6. Owner shall operate the irrigation system such that reclaimed water does not discharge off-site, either directly or through a stormwater drainage system.
7. Owner shall use the reclaimed water and operate its irrigation system in accordance with the rules and regulations, as they exist now and as they may be amended or implemented in the future, of Supplier, FDEP, the applicable water management district, and other governmental or regulatory agencies having jurisdiction.
8. Owner shall have and maintain a Reduced Pressure Zone (RPZ) Principle back flow preventer at the point of service of the potable water system.