



city commission agenda

Regular Meeting

November 25, 2013
3:30 p.m.
Commission Chambers

commissioners			mayor	commissioners				
seat 1	Steve Leary	seat 2	Sarah Sprinkel	Kenneth W. Bradley	seat 3	Carolyn Cooper	seat 4	Tom McMacken

welcome

Welcome to the City of Winter Park City Commission meeting. The agenda for regularly scheduled Commission meetings is posted in City Hall the Tuesday before the meeting. Agendas and all backup material supporting each agenda item are available in the City Clerk's office or on the city's Web site at www.cityofwinterpark.org.

meeting procedures

Persons desiring to address the Commission MUST fill out and provide to the City Clerk a yellow "Request to Speak" form located by the door. After being recognized by the Mayor, persons are asked to come forward and speak from the podium, state their name and address, and direct all remarks to the Commission as a body and not to individual members of the Commission, staff or audience.

Citizen comments at 5 p.m. and each section of the agenda where public comment is allowed are limited to three (3) minutes. The yellow light indicator will remind you that you have one (1) minute left. Large groups are asked to name a spokesperson. This period of time is for comments and not for questions directed to the Commission or staff for immediate answer. Questions directed to the City Commission will be referred to staff and should be answered by staff within a reasonable period of time following the date of the meeting. Order and decorum will be preserved at all meetings. Personal, impertinent or slanderous remarks are not permitted. Thank you for participating in your city government.

agenda

1	Meeting Called to Order	
2	Invocation Randy Knight, City Manager Pledge of Allegiance	
3	Approval of Agenda	
4	Mayor's Report	Projected Time
	a. Richard Quentin "Dick" Harkey Day Proclamation	5 minutes
	b. Proclamation Small Business Saturday	
5	City Manager's Report	Projected Time
6	City Attorney's Report	Projected Time
7	Non-Action Items	Projected Time

8	Citizen Comments 5 p.m. or soon thereafter (if the meeting ends earlier than 5:00 p.m., the citizen comments will be at the end of the meeting) (Three (3) minutes are allowed for each speaker; not to exceed a total of 30 minutes for this portion of the meeting)	
9	Consent Agenda	Projected Time
	<ul style="list-style-type: none"> a. Approve the following purchases and contracts: <ul style="list-style-type: none"> 1. Purchase request for Enterprise Renewal of Software from Software House International (State of Florida contract 252-030-09-ACS); \$65,842. 2. Purchase request for Annual Maintenance/Support ERP System from Sungard Public Sector; \$80,589.41 3. Piggybacking City of Orlando Contract, RFP11-169-1 with Terra Firma Construction Management for Job Order Contracting Services 4. Piggybacking City of Orlando Contract, RFP11-169-2 with Johnson-Laugh Construction, LLC for Job Order Contracting Services 5. Piggybacking GSA Federal Supply Schedule Contract, GS-35F-0119P with Verizon Wireless 6. Authorize the Mayor to execute the contract and purchase order to Masci Corporation for the Park North Subdivision West Exfiltration System Project FDEP/EPA, Grant Funding GO340 (60% Funded by FDEP Grant and 40% by Stormwater Utility Fee); \$514,407.78 7. Authorize the City Manager to execute contracts and purchase orders to multiple vendors for Facilities Remodel; \$90,000. b. Authorize the Mayor to execute Amendment One to the Amended and Restated Power Sales Agreement between Seminole Electric Cooperative, Inc. and the City of Winter Park dated January 15, 2013. 	5 minutes
10	Action Items Requiring Discussion	Projected Time
	<ul style="list-style-type: none"> a. Max Media b. Addendum 2 to Solid Waste Franchise with Waste Pro., Inc. (RFP-6-2009) 	10 minutes 5 minutes
11	Public Hearings	Projected Time
	<ul style="list-style-type: none"> a. <u>Request of Ramber Arlington LLC:</u> <ul style="list-style-type: none"> - Subdivision or Lot Split approval to divide the property at 1280 Arlington Place, Zoned R-2, into two lots. b. <u>Request of Nort Northam:</u> <ul style="list-style-type: none"> - Ordinance – Amending Chapter 58, “Land Development Code”, Article I “Comprehensive Plan” Future Land Use Map so as to establish Commercial Future Land Use on the annexed property at 656 Overspin Drive and to indicate the annexation of this property on the other maps within the Comprehensive Plan (1) 	15 minutes 20 minutes

- **Ordinance** – Amending Chapter 58, “Land Development Code”, Article III, “Zoning” and the official Zoning Map so as to establish Commercial (C-3) Zoning on the annexed property at 656 Overspin Drive (1)

- c. **Ordinance** – Vacating and abandoning a portion of Gaines Way lying between 610 Gaines Way and 1760 Gaines Way, but retaining and reserving to the City a utility easement over the entire area thereof (1)

15 minutes

12 City Commission Reports

- a. Commissioner Leary
- b. Commissioner Sprinkel
- c. Commissioner Cooper
- d. Commissioner McMacken
- e. Mayor Bradley

Projected Time

10 minutes each

appeals & assistance

“If a person decides to appeal any decision made by the Commission with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.” (F. S. 286.0105).

“Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk’s Office (407-599-3277) at least 48 hours in advance of the meeting.”



city commission city manager's report

item type

City Manager's Report

meeting date

November 25, 2013

Below are issues of interest to the Commission and community that are currently being worked on by staff, but do not currently require action on the Commission agenda. These items are being tracked to provide the Commission and community the most up to date information regarding the status of the various issues. The City Manager will be happy to answer questions or provide additional updates at the meeting.

issue	update	date
Lee Road Median Update	Permit received. Developing construction schedule and bidding tree acquisition.	Tree purchase underway
Fairbanks Improvement Project	<p><u>Communication Notices</u></p> <ul style="list-style-type: none"> Working with future customers regarding connection to gravity sewer. 	<p><u>Construction Project</u></p> <p>Connection to sewer instructions posted on City website.</p> <p>Contractor working on punch list items including pavement markings and as-built drawings.</p>
Amtrak/SunRail Station	Roof tiling constructed. Amtrak parking lot improvements underway. Underground utilities complete.	Building complete January 2014 SunRail complete May 2014
Quiet Zones	FDOT consultant still reviewing concept plans.	Ongoing coordination with MetroPlan and FDOT.
New Hope Baptist Church Project	The temporary plastic fence has been removed from around the site. The covers have been placed around the unsightly A/C units and will be painted in the coming week. The neat skirtings around portables have been installed. All ramps to portables have been erected with their railings. Partial landscaping has been done in preparation for entrance/exit driveway, sidewalks leading to and fro from church/portables, and required drainage points according to plans. Sidewalks and driveway work is expected to commence this week. The handicapped men and women restrooms plumbing has passed City inspection and is presently having fixtures installed. Drywall and tile work is expected to commence this week also. Electrical and A/C ducting has partially been addressed pending the completion of drywall and plumbing vents installation.	Updated in email from Pastor.

Alfond Inn	Additional drainage improvements have been installed to resolve drainage issues.	
Grant Chapel	Site work underway.	Scheduled to be moved December 1 st
Capen House	Site work underway. House being prepared for move. Barge is in place.	Schedule still to be determined but expected to be in the first 2 weeks of December

Once projects have been resolved, they will remain on the list for one additional meeting to share the resolution with the public and then be removed.



city commission agenda item

item type	Consent Agenda	meeting date	November 25, 2013
prepared by department division	Purchasing Division	approved by	<input checked="" type="checkbox"/> City Manager <input checked="" type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N/A		
		final vote	

Purchases over \$50,000

	vendor	item background	fiscal impact	motion recommendation
1.	Software House International	Purchase Requisition for Enterprise Renewal of Software	Total expenditure included in approved FY14 budget. Amount: \$65,842.00	Commission approve Purchase Requisition to Software House International and authorize Mayor to execute Agreements.
This purchase will be made utilizing the State of Florida contract 252-030-09-ACS.				
2.	Sungard Public Sector	Purchase Requisition for Annual Maintenance/Support for ERP System	Total expenditure included in approved FY14 budget. Amount: \$80,589.41	Commission approve Purchase Requisition to Sungard Public Sector.
Sungard Public Sector is the sole source provider of maintenance support for the ERP system. Sole Source is on file with Purchasing.				

Piggyback contracts

	vendor	item background	fiscal impact	motion recommendation
3.	Terra Firma Construction Management	Piggyback the City of Orlando contract for Annual Contract for Job Order Contracting Services, Contract No. RFP11-169-1.	Total expenditure included in approved FY14 budget	Commission approve piggybacking City of Orlando Contract# RFP11-169-1, and authorize the Mayor to execute Purchase Orders for services on an as needed basis.
4.	Johnson-Laux Construction, LLC	Piggyback the City of Orlando contract for Annual Contract for Job Order Contracting Services, Contract No. RFP11-169-2.	Total expenditure included in approved FY14 budget	Commission approve piggybacking City of Orlando Contract# RFP11-169-2, and authorize the Mayor to execute Purchase Orders for services on an as needed basis.
5.	Verizon Wireless	GSA Federal Supply Schedule Contract #GS-35F-0119P	Total expenditure included in approved FY14 budget	Commission approve piggybacking GSA Federal Supply Schedule Contract# GS-35F-0119P, and authorize the Mayor to execute GSA Purchase Order Agreement

Contracts

	vendor	item background	fiscal impact	motion recommendation
6.	MASCI Corporation	Park North Subdivision West Exfiltration System Project FDEP/EPA, Grant Funding GO340.	Total expenditure included in approved FY14 budget of \$514,407.78. 60% funded by FDEP Grant and 40% by Stormwater Utility fee.	Commission approve contract with Masci Corporation and authorize the Mayor to execute a Contract and Purchase Order.
The City utilized a formal solicitation process to award this contract. The contract term was for a period of 180 days with the option to extend in 30 day increments if necessary for project completion.				
7.	Multiple vendors will be used to complete building renovations to move staff out of the current PW building.	Renovating existing buildings at the Public Safety Complex and Public Works Municipal Compound are the first step in creating additional public parking spaces at New York and Lyman.	Total expenditure included in approved FY14 budget is \$90,000.	Commission authorizes the City Manager to execute contracts and Purchase Orders.
The City will use piggybacks and other contracts to perform the work. It is not anticipated that any contract will exceed \$50K, but there is a tight timeline to complete the renovations so blanket approval is recommended.				



city commission agenda item

item type	Consent Agenda	meeting date	November 25, 2013
prepared by department division	Jerry Warren, Director Electric Department	approved by	<input checked="" type="checkbox"/> City Manager <input checked="" type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N/A final vote		

subject

Amendment One to the Amended and Restated Power Sales Agreement Between Seminole Electric Cooperative, Inc. and City of Winter Park dated January 15, 2013

motion | recommendation

- 1) Authorize the Mayor to execute Amendment One to the Amended and Restated Power Sales Agreement Between Seminole Electric Cooperative, Inc and City of Winter Park dated January 15, 2013.

background

The existing Power Sales Agreement with Seminole Electric Cooperative runs through December 31, 2014. Under that contract, Seminole, dispatches the city's 40 MW combined cycle purchase from Progress Energy Florida (currently Duke Energy) and provides supplemental power as required to meet the City's full load requirements. The 40 MW combined cycle purchase from Progress Energy terminates effective December 31, 2013. Under the City's new power supply portfolio effective January 1, 2014, power supply previously purchased from Duke Energy (formerly Progress Energy) will now be supplied from purchases from both Orlando Utilities Commission (OUC) and Florida Power & Light Company (FPL). The proposed amendment to the Seminole contract is necessary to reflect conforming changes related to the termination of the Duke Energy purchase and the additional purchases from FPL and OUC.

Fiscal impact

The changes are administrative only and do not change Seminole's pricing or obligations to provide supplemental power sufficient to meet the City's total power supply requirements. The amendment to the Seminole contract will therefore create no fiscal impact.

Attachments:

SEMINOLE ELECTRIC COOPERATIVE, INC:
AMENDMENT ONE TO THE AMENDED AND RESTATED POWER SALES
AGREEMENT BETWEEN SEMINOLE ELECTRIC COOPERATIVE, IN AND CITY
OF WINTER PARK DATED JANUARY 15, 2013

**AMENDMENT ONE TO THE AMENDED AND RESTATED
POWER SALES AGREEMENT**

This Amendment One to the Amended and Restated Power Sales Agreement Between Seminole Electric Cooperative, Inc. and City of Winter Park, Florida, dated January 15, 2013 (“Amended PSA”) is made and entered into as of the ____ day of November 2013 (“Effective Date”), by and between Seminole Electric Cooperative, Inc., a corporation organized and existing under the Laws of the State of Florida (“Seller”), and the City of Winter Park, Florida, a municipally owned electric distribution utility organized and existing under the Laws of the State of Florida (“City” or “Customer”), hereafter referred to as “this Amendment.” Seller and Customer are hereinafter each referred to individually as a “Party” and collectively as the “Parties.” Capitalized terms not otherwise expressly defined in this Amendment shall have the meanings ascribed thereto in the Amended PSA.

WITNESSETH

WHEREAS, Seller and Customer are Parties to the Amended PSA; and

WHEREAS, Seller and Customer desire to enter into this Amendment in order to effect certain changes to the Amended PSA as set forth below, with such changes to be effective as of January 1, 2014.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties, intending to be legally bound, hereby agree as follows:

- 1. Definitions.** The existing definitions for Delivery Period and Third Party Power Supply Agreements in Article 1 of the Amended PSA shall be deleted in their entirety and replaced with the following:

(f) Delivery Period shall mean the period from hour ending 0100, January 1, 2011, to and including hour ending 2400 December 31, 2014.

(oo) Third Party Power Supply Agreements shall mean the the FPL Contract and the OUC Contract.

In addition, the following new definitions shall be added to Article 1:

(m-1) FPL Contract shall mean that certain “Native Load Firm Fixed Capacity and Partial Requirements Transaction Confirmation” between the Customer and Florida Power and Light Company (“FPL”) dated August 12, 2013, as amended. Generally, the FPL Contract provides for the Customer’s purchase of up to 23 MW for the Customer’s capacity and energy needs during calendar year 2014. A redacted version of the FPL Contract is attached to this Amendment as Exhibit 1.

(z-1) OUC Contract shall mean that certain Agreement for Partial Purchase and Sale of Electric Energy and Capacity between the Customer and Orlando Utilities Commission (“OUC”) dated August 12, 2013. Generally, the OUC Contract provides for the Customer’s purchase of approximately 18 MW of full requirements capacity and energy from OUC. A redacted version of the OUC Contract is attached to this Amendment as Exhibit 2.

(z-2) OUC Delivery Point means the two distribution (12.47 kV) interconnections to its CA-09 and IN-159 circuits, provided that such distribution interconnections are served by OUC effective January 1, 2014. A one-line diagram of the distribution points is included as a part of the OUC – Winter Park Agreement attached to this Amendment as Exhibit 2.

2. **Article 2.** The last line of Article 2 shall be amended to read as follows: “below, including, but not limited to, **Article 6, Article 11, Article 13, Article 18, and Article 24.**”
3. **Subarticle 6(A). Demand Charge.** Applicable for the period from January 1, 2014 through December 31, 2014, the existing **SUBARTICLES 6(A)(a) and 6(A)(c)** are deleted in their entirety and replaced with the following:

(a) Demand Charges to be charged to the Customer during the Delivery Period shall be calculated as follows:

Contract Year Ending	Total Demand Charge \$/kW-Month at City’s Point of Delivery
2011	\$6.00
2012	\$6.25
2013	\$6.50
2014	\$6.50

The Demand Charge in the table above shall be applied to the Customer's maximum monthly billing demand, which shall be calculated by measuring the Customer's highest aggregate kW usage at the Points of Delivery accumulated in any thirty (30) minute period during the billing month, which shall be rounded to the nearest full MW, and then subtracting (a) the total amount of the maximum monthly capacity supplied under the FPL Contract for the given billing month and (b) the amount of capacity supplied from the City's Renewable Energy Resources during such periods, if applicable, up to the Aggregate Renewable Capacity Limit. The Customer's usage served under the OUC Contract at the OUC Delivery Point shall not be factored into the Demand Charge calculation above. Thus, for example, if in a given month in 2014 the Customer's highest aggregate kW usage at the Points of Delivery accumulated in any thirty (30) minute period is 50,000 kW and the capacity supplied under the FPL Contract is 23,000 kW, the Demand Charge of \$6.50 would be applied to billing units of 27,000 kW (50,000 – 23,000), for a monthly charge of \$175,500.

* * *

(c) The Parties acknowledge that for the period from January 1, 2014, through December 31, 2014, Seller's undertaking to serve Customer, and hence Seller's Demand Charges under this Agreement, are predicated on the fact that Customer will purchase a total of 40 MW, net of Losses, of capacity and associated energy to serve its load under Third Party Power Supply Agreements, and that Seller's obligation hereunder is only to serve Customer's demand and reserve requirements in excess of 40 MW. Seller has planned, and is hereby contracting, to serve only the portion of Customer's load greater than 40 MW (as such amount may be modified pursuant to **SUBARTICLE 6(A)(d)** below). In the event that any third party fails, for any reason, including an inability to acquire firm transmission on behalf of the City, to deliver the energy scheduled by Seller under the Third Party Power Supply Agreements to serve the Customer's load (up to the 40 MW amount or modified amount, as applicable), Seller may at its sole discretion and with the Customer's approval, provide some or all of the capacity and reserve requirements not provided by such third party(ies), which shall be reflected in the measurement of the Customer's maximum monthly billing demand under **SUBARTICLE 6(A)(a)** above. In the event Seller determines not to provide any or all of the capacity not provided by a third party, Seller will so notify Customer as soon as commercially practicable.

4. **Customer Seasonal Capacity Option.** For the avoidance of doubt, the Customer has not elected to modify its MW amounts to be purchased from Seller during the Delivery Period under **SUBARTICLE 6(A)(d)**.
5. **Load and Fuel Forecasts.** The reference to "and December 1, 2014" in the second line of Article 9(a) shall be deleted, such that the opening prepositional phrase of that section shall be amended to read as follows: "By each of January 1, 2013 and December 1, 2013, ...".

- 6. Status of Amended PSA.** Except as modified by, or to the extent inconsistent with, this Amendment, the provisions of the Amended PSA shall remain unchanged and in full force and effect for the Term.

[THE FOLLOWING PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused this Amendment to be executed by their duly authorized representatives as of the day and year first written above.

SEMINOLE ELECTRIC COOPERATIVE, INC.

By: _____

Name: _____

Title: _____

Date: _____

CITY OF WINTER PARK, FLORIDA

By: _____

Name: _____

Title: _____

Date: _____

Exhibit 1

1. NATIVE LOAD FIRM FIXED CAPACITY AND PARTIAL REQUIREMENTS
TRANSACTION CONFIRMATION BETWEEN CITY OF WINTER PARK,, FL AND
FLORIDA POWER & LIGHT COMPANY
2. FIRST AMENDMENT TO THE NATIVE LOAD FIRM FIXED CAPACITY AND
PARTIAL REQUIREMENTS TRANSACTION CONFIRMATION between City of
Winter Park, FL and Florida Power & Light Company dated August 12, 2013

**NATIVE LOAD FIRM FIXED CAPACITY AND PARTIAL REQUIREMENTS
TRANSACTION CONFIRMATION**

Between
City of Winter Park, FL and Florida Power & Light Company

Date: August 12, 2013

Seller: Florida Power & Light Company
700 Universe Blvd, MC: EMT/JB
Juno Beach, FL 33408

Buyer: City of Winter Park, FL
Electric Utility Department
401 South Park Ave
Winter Park, FL 32789

Attn: Director of Origination
Phone: 561.691.7880
Fax: 561.625.7517
Email: timothy.gerrish@fpl.com
(Above address for any Notices)

Attn: Director Electric Utility Department
Phone: 407-599-3399
Fax: 407-599-3233
Email: jwarren@cityofwinterpark.org
(Above address for any Notices)

Governing Agreement:

This Transaction Confirmation (the "Native Load Firm Transaction" or "Transaction Confirmation") sets forth the terms and conditions of a transaction to be entered into between Seller and Buyer pursuant to Florida Power & Light Company's FERC Electric Tariff No. 1 ("Tariff"). All terms and conditions of the Tariff shall apply to this Transaction Confirmation unless otherwise explicitly set forth to the contrary herein and all terms used but not defined herein shall have the meanings ascribed to such terms according to the Tariff, unless otherwise defined below.

- 1) **Seller's Operating Representative:** Vice President, Energy Marketing and Trading or his/her designee
- 2) **Buyer's Operating Representative:** Director Electric Utility Department or his/her designee
- 3) **Buyer's Service Agreement:** August 12, 2013
- 4) **Transaction Date:** August 12, 2013.
- 5) **Point(s) of Delivery:** Delivered to the FPL Transmission System.
- 6) **Delivery Period:** Beginning Hour Ending 0100 Eastern Prevailing Time on January 1, 2014 to Hour Ending 2400 EPT on December 31, 2019, including weekends and NERC Holidays, unless sooner terminated as permitted in this Transaction Confirmation or Tariff; provided, however, Seller shall have no obligation to provide, or Buyer to purchase, Power and Energy unless and until the conditions precedent set forth in Section 11 have been satisfied or waived. Seller will make the Quantity of Partial Requirements Power and Energy available to Buyer all hours of every day during the Delivery Period. Prior to the commencement of the Delivery Period, Seller shall have no obligation to provide, and Buyer shall have no obligation to purchase, Fixed Capacity or Partial Requirements Power and Energy. Nothing in this Transaction Confirmation or Tariff is to be construed as extending the time permitted to raise Disputes or as extending the period of time for providing Power and Energy. At the end of the

Delivery Period, each Party's obligations to the other Party under this Transaction Confirmation except those obligations that, pursuant to this Transaction Confirmation or by their express terms survive the end of the Delivery Period, shall automatically terminate, and each Party expressly waives any and all rights to raise in any forum a claim that the other Party must provide or purchase any level or amount of Power and Energy hereunder on any basis.

- 7) **Power and Energy:** Seller may furnish Power and Energy from any available Electric Resources it chooses for sale to the Buyer. Seller will have no obligation under this Transaction Confirmation to plan its system or modify its facilities in order to provide or maintain the Power and Energy provider hereunder. For the avoidance of doubt, this is not an Economy Energy transaction as set forth in and defined by the Tariff.

8) **Quantity of Power and Energy:**

- a) From January 1, 2014 to June 30, 2014, the Power and Energy furnished by Seller shall be "Fixed Capacity", in that, subject to Force Majeure, Seller shall supply and Buyer shall receive up to 23 MW of Capacity and associated Energy each month at the Point(s) of Delivery to serve Buyer's retail load, with a firmness equivalent to Seller's Native Load customers. The Fixed Capacity shall be scheduled in accordance with Appendix E.
- b) From July 1, 2014 to December 31, 2014, the Power and Energy furnished by Seller shall be "Fixed Capacity", in that, subject to Force Majeure, Seller shall supply and Buyer shall receive up to 13 MW of Capacity and associated Energy each month at the Point(s) of Delivery to serve Buyer's retail load, with a firmness equivalent to Seller's Native Load customers. The Fixed Capacity shall be scheduled in accordance with Appendix E.
- c) From January 1, 2015 to December 31, 2016, the Power and Energy furnished by Seller shall be "Partial Requirements" in that,
- i) subject to Force Majeure, Seller shall supply and Buyer shall receive the quantity of Energy and Capacity required to serve all of Buyer's retail load plus any losses between the Point(s) of Delivery and the Winter Park Interconnection Points along with all associated Generation Related Services, with a firmness equivalent to Seller's Native Load customers, but net of the
 - (1) Gainesville Regional Utilities Purchase;
 - (2) Covanta Energy Purchase;
 - (3) OUC Distribution Purchase;
 - (4) purchase of renewable energy as set forth in Section 15 below; and
 - (5) purchases by Buyer during periods where Seller is unable to deliver Partial Requirements Power and Energy at the Point(s) of Delivery.
 - ii) Except as set forth in 8(c)(i)(1)-(5), Buyer shall in no circumstances purchase any Capacity or Energy from anyone other than the Seller during the Delivery Period.
 - iii) Buyer and Seller agree that the quantity of Energy delivered to the Winter Park Interconnection Points from the Gainesville Regional Utilities Purchase and the Covanta Energy Purchase shall be at the contractual amounts established in those agreements

and as defined in Section 19. Buyer shall be responsible for any energy imbalance penalties or charges as a result of those purchases failing to deliver the contractual amount. The parties mutually agree to develop procedures for dynamically scheduling the metered generation of those purchases as necessary to minimize energy imbalances. The cost, if any, associated with establishing dynamic scheduling of either the Gainesville Regional Utilities Purchase or the Covanta Energy Purchase shall be the responsibility of Buyer.

- iv) Seller has the option ("Seller's Pricing Option"), with one year's prior written notice to Buyer to extend the term of the Partial Requirements Power and Energy provided pursuant to this Section 8(c) in annual increments through December 31, 2019 if notice is given before:
 - (1) January 1, 2016 to extend the term through December 31, 2017,
 - (2) January 1, 2017 to extend the term through December 31, 2018, and
 - (3) January 1, 2018 to extend the term through December 31, 2019.
 - v) The price for service under this Transaction Confirmation during any term extension pursuant to Section 8(c)(iv) shall be in accordance with the pricing shown in Appendices A-D.
- d) If the Seller does not exercise the Seller Pricing Option contained in 8(c)(iii) above then from January 1, 2017 to December 31, 2019, the Power and Energy furnished by Seller shall be "Partial Requirements" in that, subject to Force Majeure, Seller shall supply and Buyer shall receive a quantity of Capacity and any Energy not supplied by the System Firm Transaction to serve all of Buyer's retail load plus any losses between the Point(s) of Delivery and the Winter Park Interconnection Points along with all associated Generation Related Services, with a firmness equivalent to Seller's Native Load customers, but net of the:
- i) Gainesville Regional Utilities Purchase;
 - ii) Covanta Energy Purchase;
 - iii) OUC Distribution Purchase;
 - iv) purchase of renewable energy as set forth in Section 15 below; and
 - v) purchases by Buyer during periods where Seller is unable to deliver Partial Requirements Power and Energy at the Point(s) of Delivery.
- Except as set forth in 8(d)(i)-(v) and 8(e), Buyer shall in no circumstances purchase any Capacity or Energy from anyone other than the Seller during the Delivery Period.
- e) In addition to the OUC Distribution Purchase, Buyer has the option to purchase from OUC beginning no earlier than January 1, 2017 through a new transmission interconnection to be established between OUC and the Buyer ("OUC Purchase Option"). The Buyer must provide Seller at least one (1) year prior written notice of its intention to exercise the OUC Purchase Option. If Buyer exercises the OUC Purchase Option, then Seller has the option exercisable by written notice to OUC within 3 months of Buyer's written notice exercising the OUC Purchase Option to discontinue Partial Requirements Power and Energy under this Transaction Confirmation upon expiration of the OUC Purchase Option notice period and replace the Partial Requirements Power and Energy product with a 30 MW "Fixed Capacity" product each month thereafter for the remainder of the term ("Seller Fixed

Capacity Option"). If Seller does not exercise the Seller Fixed Capacity Option then Seller shall continue to provide Partial Requirements Power and Energy but net of the additional purchase from OUC pursuant to the OUC Purchase Option.

- f) If requested by either party, the parties shall amend this Transaction Confirmation to reflect the exercise of the options in Sections 8(c), 8(d) and 8(e).

9) Transmission Service & Scheduling:

- a) The Point(s) of Delivery for the Power and Energy (whether Fixed Capacity or Partial Requirements) shall be at those FPL Transmission System interconnection(s) designated by Seller. Seller shall be responsible for obtaining any transmission services necessary for the delivery of Power and Energy to the Point(s) Of Delivery and for the costs associated with such transmission service(s) to the Point(s) Of Delivery. Buyer shall be responsible for obtaining any transmission services necessary for the delivery of Power and Energy from the Point(s) Of Delivery and for the costs associated with such transmission service(s) from the Point(s) Of Delivery; (iii) transmission service through the FPL Transmission System must be obtained in accordance with the applicable Open Access Transmission Tariff of FPL on file with the FERC. Power and Energy shall be scheduled in accordance with the FPL Transmission System's scheduling procedures. Any arrangements with third parties and compensation to any third parties associated with Power and Energy transactions to such Point(s) Of Delivery shall be the sole responsibility of Seller, and any arrangements with third parties and compensation to any third parties associated with Power and Energy transactions from such Point(s) Of Delivery shall be the sole responsibility of the Buyer.
- b) Buyer recognizes that the Transmission Provider(s) may curtail transmission service and that upon notification of such a requirement to curtail, Buyer and Seller shall be obligated to do so, and if Buyer fails to institute the required curtailment, the Transmission Provider(s) will be entitled to limit deliveries during the period any shortage of capacity and/or energy exists. In no event shall Seller be liable under this Transaction Confirmation for any shortage of capacity, energy or any element of Power and Energy to the extent resulting from the transmission and/or distribution of Power and Energy, capacity and/or energy or any acts or omissions of Seller in its capacity as a Transmission Provider. There shall be no proration in Buyer's payment or performance obligations under this Transaction Confirmation as a result of curtailments, interruptions, or reductions of transmission service or Ancillary Services at and from the Winter Park Interconnection Point(s), whether as a result of Force Majeure or otherwise.

10) Power And Energy Charge:

- a) Subject to the pricing limitations set forth in Section 4 of the Tariff, the Power and Energy Charge shall be comprised of the monthly sum of the following four (4) components:
 - i) Monthly Capacity Payment("MCP");
 - ii) Monthly Energy Non-Fuel Payment ("MENFP");
 - iii) Monthly Energy Fuel Payment ("MEFP"); and
 - iv) Monthly Customer Charge ("MCC").
- b) Beginning on the first day of the Delivery Period, and thereafter for each Monthly Billing Period of the Delivery Period, Buyer shall be obligated to pay to Seller the MCP set forth in Appendix

A, the MENFP set forth on Appendix B, the MEFP set forth on Appendix C, and the MCC set forth on Appendix D.

- c) There shall be added to the Power and Energy Charge any amounts charged to Seller for any transmission services or charges that are incurred in the delivery of Fixed Capacity and/or Partial Requirements Power and Energy (other than those transmission charges which are Seller's responsibility as set forth in the requirements for Power and Energy) in accordance with the OATT of either Transmission Provider, or in connection with related agreements and arrangements for transmission-related schedules or services, and such amounts shall be forwarded to and paid by Buyer.
- d) There shall be added to the Power and Energy Charge any amounts for Change In Law Costs, Tax Adjustments, Indemnification, and any other charges or assessments permitted by this Transaction Confirmation or Tariff.
- e) Timing and Method of Payment. On or before the tenth (10) day of each Monthly Billing Period, Seller shall provide to Buyer a detailed written invoice on paper and/or by electronic media (in the original file format with all formulas and calculations intact) for the amounts owed by the Buyer pursuant to this Transaction Confirmation (and if applicable the amounts owed by the Seller pursuant to any corrections owed by the Seller). The Parties agree to net any undisputed offsetting amounts which are shown on any monthly billing statement. Buyer shall pay such monthly billing statement on the later of the 20th day of each month or the tenth day after which Buyer receives such invoice (the "Payment Due Date"). The monthly billing statement shall detail the amount and calculation of the following: a) MCP, b) MENFP, c) MEFP, and d) MCC.

11) **Conditions Precedent:** The obligations of Seller to generate, deliver and sell, and of Buyer to accept delivery of and purchase, Fixed Capacity and/or Partial Requirements Power and Energy shall be subject to the satisfaction or waiver (by the Party entitled to waive the applicable condition) of all of the following conditions precedent:

- a) On or before November 1, 2013, Buyer shall have acquired the necessary network and/or firm point-to-point transmission rights from the affected Transmission Provider(s) for the Delivery Period on terms reasonably acceptable to Buyer to allow for firm delivery of Fixed Capacity and/or Partial Requirements Power and Energy from the Point(s) of Delivery to the Winter Park Interconnection Point(s);
- b) The condition precedent set forth above may only be waived by the Buyer on or before November 1, 2013, or such subsequent date as agreed to in writing by the Parties.
- c) In the event the condition precedent set forth hereinabove is not satisfied (unless such condition is waived in writing by the date provided above), this Transaction Confirmation, except for those provisions that pursuant to this Transaction Confirmation or by their express terms survive such termination, shall terminate automatically without any further obligation and without any need by either Party to take any further action, shall have no further force and effect and Seller and Buyer expressly waive any and all rights to raise in any forum a claim that the other Party must provide or purchase Partial Requirements Power and Energy hereunder on any basis

12) **Performance Security:**

a) Buyer covenants that it shall maintain, at all times in which it has a Credit Rating, a minimum of an Investment Grade Credit Rating. If Buyer does not have a Credit Rating from S&P or Moody's or does not maintain an Investment Grade Credit Rating, then Buyer shall be required to do the following:

i) In the event Buyer is required to secure its obligations to Seller by a letter of credit as provided by Section 3.2 of the Tariff, the letter of credit shall be in form and substance reasonably acceptable to Seller naming Seller as the sole beneficiary and from a credit support provider approved by Seller in Seller's sole discretion, and shall at all times be in an amount equal to or greater than twice the highest total monthly bill incurred by Buyer under this Transaction Confirmation over the most recent prior twelve (12) month period. The letter of credit shall, among other things, permit Seller to make a drawing for the full amount of the letter of credit in the event that

(1) Buyer fails to renew or replace the letter of credit at least thirty (30) calendar days prior to the stated expiration of the letter of credit or

(2) An Event of Default by Buyer has occurred and is continuing.

Upon notice by Seller to Buyer from time to time of the amount of the highest monthly bill incurred by Buyer over the most recent twelve (12) month period, Buyer, if required to post and/or maintain a letter of credit, shall adjust the amount of the letter of credit to the revised required amount within five (5) Business Days. All costs of a letter of credit shall be borne by Buyer.

b) Financial Information: Buyer shall deliver to Seller each fiscal year, a copy of the annual report containing audited consolidated financial statements for such fiscal year with respect to Buyer. In all cases the statements shall be for the most recent accounting period and shall be prepared in accordance with generally accepted accounting principles. Buyer shall diligently pursue the preparation, certification and delivery of the statements. Such statements shall be delivered to the Seller when available. Buyer's books, records and accounts shall be open to inspection, audit and reproduction, during normal working hours by Seller or its authorized representative on three (3) Business Days prior notice.

c) Buyer hereby waives any and all rights it may have at law or otherwise to require Seller to provide financial assurances or security (including cash, letters of credit or other security) in respect of Seller's obligations under this Transaction Confirmation.

13) **Events of Default:** In addition to bankruptcy or insolvency under Section 3.5 of the Tariff, the occurrence of any of the following shall constitute an "Event of Default" with respect to a Party (a "Defaulting Party"):

a) failure to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within five (5) Business Days after written notice;

b) any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated;

c) the failure to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default) if such failure is not remedied within five (5) Business Days after written notice;

- d) the failure of such Party to satisfy the creditworthiness/collateral requirements pursuant to Section 3.2 of the Tariff;
- e) such Party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this Transaction Confirmation to which it or its predecessor was a party by operation of law or pursuant to an agreement reasonably satisfactory to the other Party;
- f) the occurrence and continuation of (1) a default, event of default or other similar condition or event in respect of such Party under one or more agreements or instruments, individually or collectively, relating to indebtedness for borrowed money in an aggregate amount of not less than ten million dollars (\$10,000,000.00) ("Cross Default Amount"), which results in such indebtedness becoming, or becoming capable at such time of being declared, immediately due and payable or (2) a default by such Party in making on the due date therefor one or more payments, individually or collectively, in an aggregate amount of not less than the Cross Default Amount;
- g) with respect to such Party's Guarantor or a Party's issuer of a letter of credit, if any, (1) if any representation or warranty made by a Guarantor or the issuer of a letter of credit is false or misleading in any material respect when made or when deemed made or repeated; (2) the failure of a Guarantor or issuer of a letter of credit to make any payment required or to perform any other material covenant or obligation in any guaranty or letter of credit made in connection with this Transaction Confirmation and such failure shall not be remedied within three (3) Business Days after written notice; (3) a Guarantor or issuer of a letter of credit becomes bankrupt or insolvent as set forth in Section 3.5 of the Tariff; (4) the failure of a Guarantor's guaranty or the issuer's letter of credit to be in full force and effect for purposes of this Transaction Confirmation (other than in accordance with its terms) prior to the satisfaction of all obligations of such Party under this Transaction Confirmation without the written consent of the other Party; or (5) a Guarantor or issuer of a letter of credit shall repudiate, disaffirm, disclaim, or reject, in whole or in part, or challenge the validity of any guaranty or letter of credit.
- h) with respect to the System Firm Transaction, an Event of Default by the Defaulting Party shall have occurred and be continuing.

14) Remedies.

- a) If an Event of Default by Buyer occurs and is continuing, then Buyer shall:
 - i) pay all amounts outstanding under this Transaction Confirmation and the System Firm Transaction as of the date of notice or such knowledge within ten (10) Business Days of receipt of such notice or such knowledge,
 - ii) post and maintain a letter of credit in favor of Seller for the amount required in Section 12 above, and
 - iii) commence prepaying Seller weekly in advance for all amounts due as reasonably computed and invoiced by Seller under this Transaction Confirmation and the System Firm Transaction until such time as Buyer satisfies the applicable requirements of Subsection (b). In the event that Seller draws on the letter of credit from time to time, Buyer shall post and maintain an additional letter of credit, or amend the existing letter

of credit to reinstate the available amount thereunder by an amount equal to the amount drawn within three (3) Business Days after such drawing.

Seller may, at its option, exercise any one or combination of the following remedies:

- iv) calculate a Settlement Amount owed by Buyer to Seller for the termination of this Transaction Confirmation and the System Firm Transaction and to terminate this Transaction Confirmation and the System Firm Transaction without penalty or further obligation by Seller by providing notice to Buyer; and/or
 - v) draw on any outstanding letter of credit issued or any other security issued for Seller's benefit in the amount of Seller's settlement Amount.
- b) Upon the occurrence of any Event of Default by Seller, Buyer may, at its option, calculate a Settlement Amount owed by Seller to Buyer for the termination of this Transaction Confirmation and the System Firm Transaction and to terminate this Transaction Confirmation and the System Firm Transaction without penalty or further obligation by Buyer by providing notice to Seller.
- c) **ABSENT FRAUD, THE REMEDIES SET FORTH HEREIN CONSTITUTE THE SOLE AND EXCLUSIVE REMEDIES AGAINST THE OTHER FOR EVENTS OF DEFAULT, BREACH OF CONTRACT OR ANY FAILURE TO PERFORM ANY OF THE OBLIGATIONS UNDER THIS TRANSACTION CONFIRMATION.**
- 15) **Renewable Purchases:** During the Delivery Period Buyer may purchase renewable capacity and energy from a source other than the Seller or an affiliate of the Seller if and only if such generating source is on the distribution side of the Winter Park Interconnection Points. The output of any renewable capacity and energy source, excluding solar capacity installed under the Buyer's existing net metering policy, shall be metered to determine the amount of energy generated for each hour of the Term. Such renewable capacity exceeding 2,500 kW during the hour of the monthly peak, shall be added to Buyer's metered load when determining the Demand Quantity. Buyer shall promptly notify Seller of the proposed purchase or receipt of Energy and/or Capacity to be delivered to Buyer's electric system from such renewable energy resource.
- 16) **Section 205 Filing:** In the event that there is any filing pursuant to Section 205 of the Federal Power Act to revise the Tariff or this Transaction Confirmation, including without limitation the pricing formulas and the recovery of Buyer's pro-rata share of fuel charge costs, expenses, charges, Taxes, fees and/or assessments; the Parties reserve their right to oppose any such filing to the extent such filing is inconsistent with the provisions of this Transaction Confirmation and Tariff. The Parties shall be limited in any opposition to opposing the matters described in the foregoing sentence and shall not be entitled to argue that changes should be made to any other aspect of this Transaction Confirmation or Tariff in order to make the overall rate just and reasonable or otherwise.

17) Representations and Warranties.

- a) **Seller's Representations and Warranties.** Seller hereby represents and warrants as follows:
 - i) Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and is qualified in each other jurisdiction where the failure to so qualify would have a material adverse effect upon the business or financial condition of Seller; and Seller has all requisite power and authority to conduct its business, to own

its properties, and to execute, deliver, and perform its obligations under this Transaction Confirmation.

ii) The execution, delivery, and performance of its obligations under this Transaction Confirmation by Seller have been duly authorized by all necessary corporate action, and do not:

- (1) Require any consent or approval of Seller's board of directors, other than that which has been obtained and is in full force and effect;
- (2) Violate any provision of Applicable Laws or violate any provision in any corporate documents of Seller, the violation of which could have a material adverse effect on the ability of Seller to perform its obligations under this Transaction Confirmation;
- (3) Result in a breach or constitute a default under Seller's corporate charter or bylaws, or under any contract relating to the management or affairs of Seller or any indenture or loan or credit contract, or any other contract, lease, or instrument to which Seller is a party or by which Seller or its properties or assets may be bound or affected, the breach or default of which could reasonably be expected to have a material adverse effect on the ability of Seller to perform its obligations under this Transaction Confirmation; or
- (4) Result in, or require the creation or imposition of any mortgage, deed of trust, pledge, lien, security interest, or other charge or encumbrance of any nature upon or with respect to any of the assets or properties of Seller now owned or hereafter acquired, the creation or imposition of which could reasonably be expected to have a material adverse effect on the ability of Seller to perform its obligation under this Transaction Confirmation.

iii) This Transaction Confirmation is a valid and binding obligation of Seller, enforceable against Seller in accordance with its terms (except as such enforcement may be limited by bankruptcy, insolvency, or similar laws affecting the rights of creditors, or by general principles of equity).

iv) The execution, delivery, and performance of this Transaction Confirmation will not conflict with or constitute a breach or default under any contract of any kind to which Seller is a party or any judgment, order, statute, or regulation that is applicable to Seller.

v) All approvals, authorizations, consents, or other action required by any Governmental Authority to authorize Seller's execution, delivery, and performance under this Transaction Confirmation have been duly obtained and are in full force and effect.

b) Buyer's Representation and Warranties. Buyer hereby represents and warrants the following:

- i) Buyer is a Florida municipality properly constituted and existing.
- ii) All Governmental Approvals required by any Governmental Authority to authorize Buyer's execution, delivery, and performance under this Transaction Confirmation have been duly obtained and are in full force and effect.
- iii) The Buyer shall establish levy and collect rents, rates and other charges for the products and services provided by its electric utility system which rents, rates and other charges shall at least be sufficient to meet the operation and maintenance expenses of such electric utility system to comply with all covenants pertaining thereto contained in

and all other provisions of any resolution trust indenture or other security agreement relating to any bond or other evidences of indebtedness issues or to be issued by the Buyer to generate funds sufficient to fulfill the terms of all other contracts and agreements entered into by the Buyer including without limitation this Transaction Confirmation.

- iv) The execution, delivery, and performance of its obligations under this Transaction Confirmation by Buyer have been duly authorized by all necessary corporate action, and do not:
 - (1) Require any consent or approval other than that which has been obtained and is in full force and effect;
 - (2) Result in a breach or constitute a default under Buyer's charter or bylaws, or under any contract relating to the management or affairs of Buyer or any indenture or loan or credit contract, or any other contract, lease, or instrument to which Buyer is a party or by which Buyer or its properties or assets may be bound or affected, the breach or default of which could reasonably be expected to have a material adverse effect on the ability of Buyer to perform its obligations under this Transaction Confirmation;
 - (3) Result in, or require the creation or imposition of any mortgage, deed of trust, pledge, lien, security interest, or other charge or encumbrance of any nature (other than as may be contemplated by this Transaction Confirmation) upon or with respect to any of the assets or properties of Buyer now owned or hereafter acquired, the creation or imposition of which could reasonably be expected to have a material adverse effect on the ability of Buyer to perform its obligation under this Transaction Confirmation; and
 - (4) Violate any provision of Applicable Laws or violate any provision in any corporate documents of Buyer, the violation of which could have a material adverse effect on the ability of Buyer to perform its obligations under this Transaction Confirmation.
- v) Subject to Section 11 above, this Transaction Confirmation is a valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms (except as such enforcement may be limited by bankruptcy, insolvency, or similar laws affecting the rights of creditors or by general principles of equity).
- vi) The execution, delivery, and performance of this Transaction Confirmation will not conflict with or constitute a breach or default under any contract of any kind to which Buyer is a party or any judgment, order, statute, or regulation that is applicable to Buyer.

18) Other Terms/Conditions:

- a) [Intentionally left blank].
- b) **Force Majeure:** If an event constituting Force Majeure as defined in the Tariff lasts longer than fifteen (15) days, then the Buyer, at its sole discretion, can terminate this Transaction Confirmation.
- c) **Confidentiality:** Seller and Buyer regard the pricing terms and conditions in this Transaction Confirmation as proprietary trade secrets under Florida law. Each Party agrees to notify the other Party as soon as possible of any request for proprietary information, and not to distribute any proprietary information without first notifying the other Party; provided, however, nothing herein limits an obligation of Seller or Buyer to disclose

such information as may be required under Applicable Laws. Seller shall provide Buyer with a public version of this Transaction Confirmation and a sample monthly billing statement that redacts all pricing, terms and conditions that Seller considers to be a trade secret, and City agrees to keep such redacted information confidential as exempt from Florida's Public Record Act (Chapter 119, Florida statutes) to the fullest extent allowed by Applicable Laws. Seller may assume the Buyer's defense against any third party challenge seeking disclosure of the redacted information, but in any event Seller shall hold Buyer harmless and indemnify Buyer from and against all third party claims or actions, including attorneys' fees and damages, resulting from or arising out of the assertion of a trade secret exemption under Florida's Public Record Act with respect to the redacted information that Seller asserts is a trade secret. All information in this Transaction may be released after December 31, 2021.

- d) **Setoff Upon Termination.** Upon the designation of an event of default entitling a Party to terminate this Transaction Confirmation early ("Early Termination Date"), the terminating Party ("X") may, at its option and in its discretion, setoff, against any amounts Owed to the non-terminating Party ("Y") by X or any Affiliate of X under this Transaction Confirmation or under any other agreement, instrument and/or undertaking, any amounts Owed by Y to X or any of X's Affiliates (irrespective of the place of payment or booking office of the obligation) under this Transaction Confirmation or under any other agreement, instrument and/or undertaking. The obligations of Y and X under this Transaction Confirmation in respect of such amounts shall be deemed satisfied and discharged to the extent of any such setoff exercised by X and/or X's Affiliates. X will give Y notice of any setoff effected under this Section as soon as practicable after the setoff is effected, provided that failure to give such notice shall not affect the validity of the setoff. For purposes of this Section, "Owed" shall mean any amounts owed or otherwise accrued and payable (regardless of whether such amounts have been or could be invoiced) as of the Early Termination Date. If an obligation is unascertained, X may in good faith estimate that obligation and setoff on the basis of such estimate, subject to the relevant Party accounting to the other when the obligation is ascertained.
- e) **Trade Option Representation.** If this Transaction Confirmation meets the conditions contained in CFTC Regulation 32.3(a) ("Trade Option"), then each Party represents and warrants that the Party that is the offeree of a the Trade Option ("Offeree") represents to the other party ("Offeror") that it is a producer, processor, commercial user of or a merchant handling the commodity that is the subject of this commodity option transaction or the products or by-products thereof and is offered or entering into this commodity option transaction solely for purposes related to its business as such. Offeree and Offeror hereby confirm to each other that the Trade Option is intended to be physically settled so that, if exercised, the option would result in the sale of an exempt commodity for immediate or deferred delivery.
- f) **Netting of Payments.** The Parties hereby agree that they shall discharge mutual debts and payment obligations due and owing to each other on the same date pursuant to this Native Load Firm Transaction and the System Firm Transaction through netting, in which case all amounts owed by each Party to the other Party during the monthly billing period, interest, and payments or credits, shall be netted so that only the excess amount remaining due shall be paid by the Party who owes it. If no mutual debts or payment obligations exist and only one Party owes a debt or obligation to the other during the monthly billing period, that Party shall pay such sum in full when due.

g) **Waiver of Sovereign Immunity.** Buyer warrants and covenants that with respect to its contractual obligations under this Transaction Confirmation and performance thereof, it will not claim immunity on the grounds of sovereignty immunity or similar grounds with respect to itself or its revenues or assets from (a) suit, (b) jurisdiction of court, (c) relief by way of injunction, order for specific performance or recovery of property, (d) attachment of assets, or (e) execution or enforcement of any judgment. However, notwithstanding anything in this Transaction Confirmation or in the Tariff (including Section 7.2, Indemnification, of the Tariff) to the contrary, nothing shall be construed or applied as a waiver of the Buyer's sovereign immunity against third party tort claims, including those rights and limitations of liability under section 768.28, Florida statutes, as it may be amended. If the Seller pursues indemnity or a hold harmless defense from the Buyer in connection with a third-party tort claim, then the Buyer shall have the right to assert against any such third party claimant, the defense of sovereign immunity on behalf of itself and the Seller shall allow the Buyer to maintain that defense and shall take no action that will frustrate Buyer's ability to maintain a defense of sovereign immunity, including the procedures and limitations of liability in section 768.28, Florida statutes

19) **Additional Definitions:** When used herein with initial or complete capitalization, whether in the singular or in the plural, the following terms shall have the following defined meanings:

- a) "Ancillary Services" means those services as defined in the OATT.
- b) "Applicable Laws" means any and all federal, state regional or local statutes, laws, municipal charter provisions, regulations, ordinances, rules, judgments, orders, decrees, Governmental Approvals, licenses or permit requirements or other governmental requirements or restrictions, or any interpretation or administration of any of the foregoing by any Governmental Authority, that apply to the facilities, services or obligations of either Party under this Contract, whether now or hereafter in effect and that are enforceable in a court of law.
- c) "Business Day" means any day on which the Federal Reserve Member Banks in Florida are open for business. A Business Day shall begin at 8:00 a.m. EPT and end at 5:00 p.m. EPT.
- d) "Capacity" means net electrical power, in MW, provided by Seller's System and delivered to or available for Buyer's system at the Receipt Point.
- e) "Covanta Energy Purchase" means a block purchase of 10 MW by Buyer from Covanta Energy commencing July 1, 2014.
- f) "Credit Rating" means the respective rating then assigned to Buyer's unsecured senior long-term debt obligations (not supported by third party credit enhancement) by S&P or Moody's; and if no rating is assigned to Buyer's unsecured, senior long-term debt obligations by such agency, the lower of the general corporate credit rating or issuer rating, as applicable, assigned by such rating agency to Buyer.
- g) "Demand Charge" has the meaning specified in Appendix A.
- h) "Demand Quantity" has the meaning specified in Appendix A.
- i) "Duke" means Duke Energy in its capacity as a Transmission Provider.
- j) "Duke Transmission" means the transmitting or transporting of Power and Energy from the interchange with FPL Transmission to the Winter Park Interconnection Points.

- k) "Eastern Prevailing Time" or "EPT" means the time in effect in the Eastern Time Zone of the United States of America, whether Eastern Standard Time or Eastern Daylight Savings Time.
- l) "Energy" means electrical energy, expressed in MWh, provided by Seller and delivered to Buyer at the Point(s) of Delivery in accordance with the terms and conditions of this Transaction Confirmation.
- m) "Fuel Adjustment Charges" means monthly payments calculated in accordance with Appendix C.
- n) "Gainesville Regional Utilities Purchase" means a block purchase of 10 MWs by Buyer from Gainesville Regional Utilities commencing January 1, 2015.
- o) "Generation Related Services" means schedules 3 through 6 of the FPL OATT, excludes schedules 1 and 2 of the FPL OATT and excludes any and all services under the Duke OATT.
- p) "Governmental Approval" means any and all licenses, permits, franchises, contracts, approvals, authorizations, consents, waivers, rights, exemptions, releases, variances, exceptions, or orders of or issued by, any Governmental Authority under Applicable Laws.
- q) "Governmental Authority" means any national, state, regional or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial, executive, legislative, administrative, public or statutory instrumentality, authority, body, agency, department, bureau or entity or any arbitrator with authority to bind a Party at law.
- r) "HE" means "hour ending."
- s) "Investment Grade Credit Rating" means Buyer has a current and continuous Credit Rating from each of S&P and Moody's equal to or higher than "BBB-" (with a neutral/stable or higher outlook) by S&P (or its equivalent under any successor rating category of S&P) and/or "Baa3" (with a neutral/stable or higher outlook) by Moody's (or its equivalent under any successor rating category of Moody's). In determining whether Buyer has an Investment Grade Rating, if Buyer has a Credit Rating from both S&P and Moody's, Buyer's Credit Rating shall be an Investment Grade Credit Rating only if the above minimum ratings requirements are satisfied with respect to both S&P and Moody's.
- t) "Monthly Capacity Payment" or "MCP" means monthly payments calculated in accordance with Appendix A.
- u) "Monthly Customer Charge" means monthly payments calculated in accordance with Appendix D.
- v) "Monthly Energy Fuel Payment" or "MEP" means monthly payments calculated in accordance with Appendix C.
- w) "Monthly Energy Non-Fuel Payment" or "MENFP" means monthly payments calculated in accordance with Appendix B.
- x) "Native Load" means that load serving Seller's retail and wholesale power customers.
- y) "OATT" means the Transmission Provider's Open Access Transmission Tariff on file at FERC, as amended from time to time.

- z) "OUC" means the Orlando Utilities Commission, a municipal utility owned and operated by the city of Orlando., Florida providing electricity services to customers in Orlando, St. Cloud, and parts of Orange and Osceola counties in Florida.
- aa)"OUC Distribution Purchase" means the purchase by Buyer of approximately 18 MW (at peak) of capacity and energy from the OUC via two distribution (12.47 kV) interconnections to its Ca-09 and IN-159 circuits provided that such distribution interconnections are transferred to OUC effective January 1, 2014 with OUC becoming contractually obligated to serve said two distribution interconnections.
- bb)"Point(s) of Delivery" " means the location at which Power and Energy is first delivered to the FPL's Transmission System from Electric Resources on Seller's System that are interconnected with the Seller's Transmission System or, in the case of purchased power, from points of interconnection between Seller's Transmission System and other transmission systems.
- cc)"Power and Energy" means the product Seller sells and delivers and Buyer pays and receives, consisting of Fixed Capacity and/or Partial Requirements, as the context requires.
- dd)"Seller's Pricing Option" has the meaning specified in Section 8(c)(iv).
- ee)"Seller's System" means, during the Delivery Period, (i) the Electric Resources as such may change from time to time during the Delivery Period, (ii) capacity and energy purchases by Seller pursuant to power purchase contracts and (iii) to the extent of the sale of electric power to Seller therefrom, all generating plants of co-generators, qualifying facilities, and independent power producers that are not owned by Seller but that produce electric power and sell it to Seller.
- ff) "Settlement Amount" means, with respect to this Transaction Confirmation and a Party, an amount that such Party determines in good faith and in a commercially reasonable manner to be the present value of the Economic Loss to it (net of any gains) resulting from termination of this Transaction Confirmation including costs associated, or that would be included, with entering into new arrangements which replace this Transaction Confirmation and losses (net of any gains) related to terminating or liquidating any hedges or related trading positions, provided that (i) in no event will internal costs, other than reasonable attorney's fees, be included in the calculation of any Settlement Amount; and (ii) the non-defaulting party shall not be required to enter into any offsetting or otherwise mitigating transactions solely for the purpose of establishing such losses or gains. Economic Loss shall (i) mean in the case of the Buyer an amount not to exceed the difference between the payments to be made under this Transaction Confirmation and the cost of replacement power and energy equivalent to the Power and Energy provided under this Transaction Confirmation for the balance of the Delivery Period; and (ii) in the case of the Seller, shall in any event include charges under Appendices A, B and D (but not Appendix C fuel costs) associated with sales to be made under this Transaction Confirmation until such time as the earlier of the end of the Delivery Period or FPSC allows recovery of such costs from Seller's retail customers.
- gg) "System Firm Transaction" means that certain "System Firm Partial Requirements Service Transaction Confirmation" between City of Winter Park, FL and Florida Power & Light Company dated August 12, 2013.
- hh)"Transmission Provider(s)" means (i) FPL with respect to the entity transmitting the Power and Energy from the Point(s) of Delivery and (ii) Duke with respect to the entity transmitting

Power and Energy from the interchange with FPL Transmission interface to the Winter Park Interconnection Point.

- ii) "Transmission System" means the transmission system of the Transmission Provider(s).
- jj) "Winter Park Interconnection Points" means the City of Winter Park, FL interconnection point(s) on the Duke Transmission System at the Interlachen and Canton Substations.

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AGREED TO AS OF THE TRANSACTION DATE SET FORTH ABOVE.

FLORIDA POWER & LIGHT COMPANY

CITY OF WINTER PARK, FLORIDA

By: 
SANT A. FORREST

Title: VICE PRESIDENT

Date: August 12, 2013

By: Kenneth W. Bradley

Title: Mayor

Date: 8-12-13



APPENDIX A **MONTHLY CAPACITY PAYMENT CALCULATION**

The Monthly Capacity Payment for each Monthly Billing Period shall be determined according to the following formula:

[REDACTED]

Where:

[REDACTED]

[REDACTED];

Year	Demand Charge (\$/Kw-Month)
2014	[REDACTED]
2015	[REDACTED]
2016	[REDACTED]

Year	Demand Charge If Seller Option Not Elected (\$/kW-Month)	Demand Charge If Seller Option Elected (\$/kW-Month)
2017	[REDACTED]	[REDACTED]
2018	[REDACTED]	[REDACTED]
2019	[REDACTED]	[REDACTED]

APPENDIX B
MONTHLY ENERGY NON-FUEL PAYMENT (MENFP) CALCULATION

The Monthly Energy Non-Fuel Payment for each Monthly Billing Period shall be determined according to the following formula:

[REDACTED]

Where:

[REDACTED]

[REDACTED]

[REDACTED]

Year	NFEP (\$/kWh)
2014	[REDACTED]
2015	[REDACTED]
2016	[REDACTED]
2017	[REDACTED]
2018	[REDACTED]
2019	[REDACTED]

APPENDIX C
MONTHLY ENERGY FUEL PAYMENT (MEFP) CALCULATION

1) January 1, 2014 to December 31, 2016 MEFP Calculation

From January 1, 2014 to December 31, 2016 and during the extended term, if Seller exercises the Seller Pricing Option, the Monthly Energy Fuel Payment for each Monthly Billing Period is comprised of the Monthly Fuel Charge and a Monthly Fuel Adjustment calculated for On-peak and Off-peak time periods in each Monthly Billing Period.

On-peak and Off-peak Energy Fuel Pricing

Buyer shall pay Seller a monthly on-peak and off-peak Fuel Charge and on-peak and off-peak Fuel Adjustment Charge for the Energy Quantity based upon the fuel factors and the fuel adjustment factors determined pursuant to this Appendix C. The "Fuel Charge" for each month shall be an amount equal to (i) the product of the estimated On-peak Fuel Charge Factor determined pursuant to Appendix C Schedule 1 for the applicable month and the on-peak Energy Quantity for the applicable month, plus (ii) the product of the estimated Off-peak Fuel Charge Factor determined pursuant to Appendix C Schedule 1 for the applicable month and the off-peak Energy Quantity for the applicable month. The "Fuel Adjustment Charge" shall be an amount equal to (i) the product of the actual On-peak Fuel Adjustment Charge Factor determined pursuant to Appendix C for the applicable month that the Fuel Charge is being trued-up and the on-peak Energy Quantity for the applicable month that the Fuel Charge is being trued-up, plus (ii) the product of the actual Off-peak Fuel Adjustment Charge Factor determined pursuant to Appendix C for the applicable month that the Fuel Charge is being trued-up and the off-peak Energy Quantity for the applicable month that the Fuel Charge is being trued-up.

On-peak and off-peak time periods are those contained in Seller's retail tariff GSLDT-3. The current on-peak periods are for November 1 through March 31, Monday through Fridays during the hours from 6 a.m. to 10 a. m. and 6 p.m. to 10 p.m. excluding Thanksgiving Day, Christmas Day, and New Years Day and for April 1 through October 31, Mondays through Fridays during the hours 12 noon to 9 p.m. excluding Memorial Day, Independence Day, and Labor Day. All other hours are in the off-peak period.

Fuel Pricing True-up

The fuel factors used to bill the Fuel Charges shall be projected by November 30th of every year for the following Calendar Year. The Fuel Charge shall then be subject to true-up through the Fuel Adjustment Charge. Buyer shall be billed an estimated Fuel Charge each month for the Energy Quantity delivered in the preceding month. Any difference between the estimated Fuel Charges and the Fuel Charges based on actual fuel costs shall be billed or credited to Buyer through the Fuel Adjustment Charge on the first bill rendered after such actual fuel costs have been determined. If the Fuel Adjustment Charge is positive, such amount shall be billed to Buyer and if the Fuel Adjustment Charge is negative, such amount shall be credited to Buyer. The amount to be billed or credited for any over-collections or under-collections based on such estimates versus actual costs shall include interest accrued at the average of the Prime Rate as published in the Wall Street Journal for the last business day of the current and prior month and charged or applied to the average of the beginning and ending true-up

balance for the month. Seller shall use reasonable diligence when estimating monthly fuel charges so as to avoid any significant difference between estimated and actual monthly fuel charges to Buyer. Fuel Adjustment Charges shall always be based on Seller's actual costs for fuel and purchased power.

Fuel Charge Factor Formula and Fuel Adjustment Charge Factor Formula

1. The Fuel Charge Factors.

- (a) The amounts included in the estimated and actual total expense of system fuel and Purchased Economic Power shall be consistent with 18 CFR 35.14 and shall include without limitation fees for disposal of spent nuclear fuel and/or high-level radioactive waste as specified in the Contract for Disposal of Spent Nuclear Fuel And/or High-Level Radioactive Waste between the United States of America represented by the US Department of Energy and Florida Power and Light Seller dated June 1983.
- (b) The total expense of estimated and actual system fuel and Purchased Economic Power included in the Fuel Charge Factors and the Fuel Adjustment Charge Factors shall be the cost of:
 - (i) fuel consumed in Seller's own plants, and Seller's share of fuel consumed in jointly owned or leased plants;
 - (ii) the actual identifiable fuel costs associated with energy purchased for reasons other than identified in section 1(b)(iii) of this Appendix;
 - (iii) the Total Cost Of The Purchase as defined in section 1(d) of this Appendix, if the reserve capacity of Seller is adequate independent of all other purchases where nonfuel charges are included;
 - (iv) generation energy charges for any purchase if the total amount of generation energy charges is less than Seller's Total Avoided Variable Costs;
 - (v) less the cost of fuel recovered through all intersystem sales;
 - (vi) plus any Taxes on the energy cost of fuel or, electric energy generated, where such Taxes are not included elsewhere.
- (c) The cost of fuel included in the estimated and actual system fuel and Purchased Economic Power expenses shall include no items other than those listed in the account 151 of the FERC Uniform System of Accounts For Public Utilities and Licensees. The cost of nuclear fuel shall be that as shown in account 518, except that if account 518 also contains any expenses for fossil fuel that has already been included in the cost of fossil fuel, it shall be deducted from this account.
- (d) For the purpose of section 1 (b) (iii) and (iv), the following definitions apply:
 - (i) "Purchased Economic Power" means power or energy purchased over a period of 12 months or less where the Total Cost Of The Purchase is less than Seller's Total Avoided Variable Cost;
 - (ii) "Total Cost Of The Purchase" means all charges incurred in buying Purchased Economic Power and having such power delivered to FPL's Transmission System and includes, but is not limited to, capacity reservation charges, generation energy

charges, adders, and any transmission or wheeling charges associated with the purchase.

(iii) "Total Avoided Variable Costs" means all identified and documented variable costs that would have been incurred by Seller had a particular Purchased Economic Power transaction not been made, including, but are not limited to, those costs associated with fuel, startup, shutdown or any purchases that would have been made in lieu of the Purchased Economic Power transaction made.

(e) For the purpose of section 1 (b) (iii), the system reserved capacity criteria used by Seller's system operators is demand and energy purchased for a period of less than a year and shall be deemed as being for reliability purposes if Seller expects that the purchase is required in order to maintain operating reserves in accordance with Prudent Utility Practice.

(f) Total system net generation and Purchased Economic Power costs included in the Fuel Charge Factors and the Fuel Adjustment Charge Factors shall be the sum of:

- (i) generation,
- (ii) purchases,
- (iii) exchange received, less
- (iv) energy associated with pumped storage operations, less
- (v) intersystem sales referred to in section 1 (b) (v) of this Appendix A, less
- (vi) total system losses (losses shall be deemed to be zero because Buyer takes Partial Requirements Electric Service where energy is first received into the Seller's transmission system.).

(g) Calculation of estimated On-peak Fuel Charge Factor:

$((\text{Estimated total fuel costs and net power transactions defined in 1(b) and (c)}^1 * \text{On-peak cost ratio}^2) / (\text{estimated total net generation defined in 1(f)}^1 * \text{On-peak load ratio}^2))$

(h) Calculation of estimated Off-peak Fuel Charge Factor:

$((\text{Estimated total fuel costs and net power transactions defined in 1(b) and (c)}^1 * \text{Off-peak cost ratio}^2) / (\text{estimated total net generation defined in 1(f)}^1 * \text{Off-peak load ratio}^2))$

- (i) The attached Appendix C Schedule 1 illustrates the calculation of the On-peak and Off-peak Fuel Charge Factors.
- (ii) "On-peak" and "Off-peak" shall have the meanings attributed to such terms in Seller's retail tariff GSLDT-3.

¹ Total fuel costs and net power transactions and total MWh generation estimates approved by the FPSC for the current period. Includes applicable FERC adjustments.

² On-peak and off-peak cost and load ratios calculated using cost and load data from the Production Costing Model POWRSYM

2. The Fuel Adjustment Charge Factors.

(a) Calculation of On-peak Fuel Adjustment Charge Factor:

Actual On-peak Fuel Charge Factor minus estimated On-peak Fuel Charge Factor

(b) Calculation of Off-peak Fuel Adjustment Charge Factor:

Actual Off-peak Fuel Charge Factor minus estimated Off-peak Fuel Charge Factor

The actual On-peak and Off-peak Fuel Charge Factors shall be calculated by applying actual costs and expenses to the formulas used to calculate the estimated On-peak and Off-peak Fuel Charge Factors of Appendix C. – Schedule 1

Appendix C - Schedule 1

Calculation of On-Peak and Off-Peak Fuel Charge Factors

<u>Line</u>	<u>Description</u>	<u>Amount</u>
	Total Fuel Costs and Net Power Transactions	
1	Cost of Fuel Consumed - Section 1(b)(i)	
2	Fuel Costs for Energy Purchased - Section 1(b)(ii)	
3	Total Cost Of The Purchase - Section 1(b)(iii)	
4	Generation energy charges - Section 1(b)(iv)	
5	Cost of Fuel Recovered Through all Intersystem Sales - Section 1(b)(v)	
6	Taxes on Energy Cost of Fuel or Electric Energy Generated - Section 1(b)(vi)	
7	Total Fuel Costs and Net Power Transactions - Section 1(g) (Sum Lines 1-4, less line 5 , plus line 6)	
	<u>Total Net Generation</u>	
8	Generation - Section 1(f)(i)	
9	Purchases - Section 1(f)(ii)	
10	Exchanged Received 1(f)(iii)	
11	Energy Associated With Pumped Storage Operations - Section 1(f)(iv)	
12	Intersystem Sales Included in Line 5 - Section 1(f)(v)	
13	Total Net Generation - Section 1(f) (Sum lines 8 - 10, less lines 11 - 12)	
14	On-peak Cost Ratio - Section 1(g) (POWRSYM)	
15	Total On-peak Fuel Costs and Net Power Transactions - Section 1(g) (Line 7 x Line 14)	
16	On-peak Load Ratio - Section 1(g) (POWRSYM)	
17	On-peak Net Generation - Section 1(g) (Line 13 x Line 16)	
18	ON-PEAK FUEL FACTOR – Section 1(g)(Line 15 / Line 17)	
19	Off-peak Cost Ratio - Section 1(h) (POWRSYM)	
20	Total Off-peak Fuel Costs and Net Power Transactions - Section 1(h) (Line 7 x Line 19)	
21	Off-peak Load Ratio - Section 1(h) (POWRSYM)	
22	Off-peak Net Generation - Section 1(h) (Line 13 x Line 21)	
23	OFF-PEAK FUEL FACTOR - Section 1(h) (Line 20 / Line 22)	

2) January 1, 2017 to December 31, 2019 MEFP Calculation

For any period from January 1, 2017 to December 31, 2019 that Seller does not exercise Seller Pricing Option, the Monthly Energy Fuel Payment (MEFP) for each Monthly Billing Period shall be determined according to the following formula:

$$MEP = [\sum_{k=1}^n (ED_k * GHR_k * GI)]$$

Where:

MEP = the Monthly Energy Fuel Payment, expressed in dollars, for the Monthly Billing Period

ED = the hourly Energy Delivered for hour k of the Monthly Billing Period, expressed in MWh

GHR = Guaranteed Heat Rate shall be 40.0 mmBtu/MWh

GI = the daily midpoint price of natural gas (expressed in \$/MMBtu) for the relevant day of delivery of energy for Louisiana-Onshore South Florida Gas, Zone 3, as published in Platt's Gas Daily Price Survey, plus the Florida Gas Transmission ("FGT") fuel loss factor, the FGT average usage charge from the applicable FGT tariff, and a \$0.80/MMBtu demand charge. In the event that no such price is published for the relevant Delivery Day, then the following shall be used: (a) the arithmetic average of the daily midpoint price (expressed in \$/MMBtu) of the last published price prior to and the next published price after the relevant day of delivery of energy.

n = number of hours in the Monthly Billing Period;

k = each hour, for the Monthly Billing Period;

APPENDIX D
MONTHLY CUSTOMER CHARGE (MCC) CALCULATION

Monthly Customer Charge is \$2,500/Month.

APPENDIX E

SCHEDULING PROVISIONS FOR FIXED CAPACITY

1. Day Ahead Scheduling Parameters

- a) On or before 8:30 a.m. EPT of the prior Business Day (“Scheduling Deadline”), Buyer or its designated agent, shall provide Seller its schedule for Energy for each interval of the applicable Delivery Day, including any intervening non-Business Days (“Schedule for Energy”). For example, on a Friday before a weekend which is followed by a non-Business Day Monday, Buyer would provide a schedule for Saturday, Sunday, Monday and Tuesday. All such notifications as described herein shall be provided via electronic mail sent to _____@fpl.com. Seller shall promptly confirm receipt of any such request from Buyer via electronic mail to scheduler@seminole-electric.com, or by calling 813-739-1265. Buyer and seller may mutually agree in writing to an alternate notification methodology.
- b) Energy may be scheduled at any sixty (60) minute interval at the top of the clock hour. The minimum duration for a Schedule for Energy is eight (8) consecutive hours. Any Schedule for Energy that changes from a zero value to a non-zero value shall restart the minimum duration. All Schedules for Energy shall be scheduled in 1 MW increments as outlined above.

2. Intraday Scheduling Parameters

- a) Buyer may make intraday changes to the extent provided for herein, including on any day in which the Schedule for Energy is zero (0) (“Schedule Change”). After the Scheduling Deadline, Buyer may provide a Schedule Change for any interval(s) of the applicable Delivery Day by providing notice of such change at least two (2) hours prior to the beginning of such hour(s). The number of intraday changes (whether an increase or decrease) that may be made by Buyer to the Schedule of Energy shall be limited to one (1) per calendar day.

**FIRST AMENDMENT TO THE NATIVE LOAD FIRM FIXED CAPACITY AND
PARTIAL REQUIREMENTS TRANSACTION CONFIRMATION
between City of Winter Park, FL and Florida Power & Light Company dated August 12,
2013**

Whereas, Florida Power & Light Company ("Seller") and the City of Winter Park, Florida ("Buyer") entered into a Transaction Confirmation (the "Native Load Firm Transaction" or "Transaction Confirmation") that sets forth the terms and conditions of a transaction between Seller and Buyer pursuant to Florida Power & Light Company's FERC Electric Tariff No. 1 ("Tariff"); and

Whereas, Seller and Buyer desire to amend certain aspects of the Native Load Firm Transaction as set forth below.

Now Therefore, for good and valuable consideration the receipt of which is acknowledged, the parties agree as follows:

- 1) Subpart (b) of Section 8, Quantity of Power and Energy, of the Native Load Firm Transaction shall be deleted in its entirety and replaced with the following:
 - b) From July 1, 2014 to December 31, 2014, the Power and Energy furnished by Seller shall be "Fixed Capacity", in that, subject to Force Majeure, Seller shall supply and Buyer shall receive up to 23 MW of Capacity and associated Energy each month at the Point(s) of Delivery to serve Buyer's retail load, with a firmness equivalent to Seller's Native Load customers. The Fixed Capacity shall be scheduled in accordance with Appendix E.
- 2) In Appendix A, Monthly Capacity Payment Calculation, for the definition of "DQ – Demand Quantity" (sic, "Quantity") the figure "13,000 kW" shall be replaced with "23,000 kW".
- 3) Except as set forth above, all other rates, terms and conditions of the Native Load Firm Transaction remain in full force and effect.

Agreed to as of October 28th, 2013.

FLORIDA POWER & LIGHT COMPANY

By: _____

Title: VICE PRESIDENT

Date: NOV 6, 2013

CITY OF WINTER PARK, FLORIDA

By: _____

Title: MAYOR

Date: 10-28-13



Exhibit 2

AGREEMENT FOR PARTIAL PURCHASE AND SALE OF ELECTRIC ENERGY AND
CAPACITY BETWEEN THE CITY OF WINTER PARK AND ORLANDO UTILITIES
COMMISSION

**AGREEMENT FOR PARTIAL PURCHASE AND SALE
OF ELECTRIC ENERGY AND CAPACITY,
BETWEEN
THE CITY OF WINTER PARK
AND
ORLANDO UTILITIES COMMISSION**

**AGREEMENT FOR PURCHASE AND SALE OF ELECTRIC
ENERGY AND CAPACITY**

This AGREEMENT FOR PURCHASE AND SALE OF ELECTRIC CAPACITY AND ENERGY (this "Agreement") is made effective as of the 12th day of August (2013) ("Effective Date"), by and between THE CITY OF WINTER PARK, a municipal corporation in the State of Florida, duly constituted under Florida law ("Winter Park"), and the ORLANDO UTILITIES COMMISSION, a municipal quasi-governmental agency organized under the State of Florida ("OUC"). Winter Park and OUC are referred to also individually as a "Party, or collectively as the Parties."

WHEREAS, Winter Park is a public agency as defined in Section 163.01(3)(b), Florida Statutes, as amended, and it owns an electric distribution utility;

WHEREAS, OUC is a public agency as defined in Section 163.01(3)(b), Florida Statutes, as amended, and it owns and operates electric utility and related generation, transmission and distribution assets and properties;

WHEREAS, Winter Park is seeking wholesale power supplies ("Wholesale Electric Service") to serve its Load Obligations (as defined below) to its customers and to that end has issued an Invitation to Negotiate ("ITN") for the provision by third parties of such power supplies;

WHEREAS, Winter Park has evaluated the proposal submitted by OUC as one of several attractive proposals received in response to the ITN and the supply of wholesale power by OUC will enable Winter Park to fulfill a municipal purpose to deliver a reliable supply of electricity to customers in its service territory;

WHEREAS, OUC wishes to supply Wholesale Electric Service to Winter Park to enable Winter Park to meet its Load Obligations to its customers, and Winter Park desires to acquire such power supplies from OUC, on the terms and conditions set forth herein;

WHEREAS, in addition and supplemental to their other powers, OUC and Winter Park, pursuant to the Florida Interlocal Cooperation Act of 1969, Chapter 163, Part I, Florida Statutes, as amended, and specifically Section 163.01(15) thereof (the "Interlocal Act"), are authorized and empowered to cooperate with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of government organizations that will best accord with geographic, economic, electrical generation requirements and other factors; and

WHEREAS, this Agreement is entered into by OUC and Winter Park, as an interlocal agreement, invoking the necessary powers under the Interlocal Act, for the purpose of providing a structure for OUC, in participation with Winter Park, to participate jointly in an electric project as contemplated under the Interlocal Act.

NOW, THEREFORE, for and in consideration of the foregoing, the covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purpose of exercising powers enumerated in the Interlocal Act and the Florida Joint Power Act, Part II of Chapter 361, Florida Statutes, as amended, OUC and Winter Park, as public agencies, within the meaning of the aforementioned Acts, hereby designates this Agreement as an interlocal agreement pursuant to the Interlocal Act, and the Parties hereby agree as follows:

ARTICLE 1 DEFINITIONS

Capitalized terms used in this Agreement shall have the meanings set forth in this Article 1 unless the context clearly requires otherwise.

“Billing Meter” shall have the meaning set forth in Section 7.1.

"Charges" shall mean the Demand Charge, the Fuel Energy Charge, the Non-Fuel Energy Charge and Transmission Costs.

"Claims" shall mean all third party claims or actions, threatened or filed and, whether groundless, false, fraudulent or otherwise, that directly or indirectly relate to the subject matter of an indemnity under this Agreement, and the resulting losses, damages, expenses, third party attorneys' fees and court costs, whether incurred by settlement or otherwise, and whether such claims or actions are threatened or filed prior to or after the termination of this Agreement.

"Delivery Point(s)" shall mean the points of interconnection between Winter Park and OUC at the load-side disconnect switch shown in Appendix C.

"Effective Date" shall mean the date of filing with the Clerk of the Official Records of the Agreement signed by authorized representatives of the Parties.

"Fuel Energy Charge" shall have the meaning set forth in Section 6.1.

"Fuel Energy Rate" shall have the meaning set forth in Appendix A.

"Firm Load" shall mean the capacity and energy requirements of OUC's retail customers and other OUC wholesale customers with firm service from OUC system resources equivalent to that of retail customers of OUC.

"Florida PSC" shall mean the Florida Public Service Commission.

"FMPP" shall mean the Florida Municipal Power Pool.

"FRCC" shall mean the Florida Reliability Coordinating Commission.

“Interconnection Facilities” shall mean those interconnection facilities illustrated in Appendix C.

"Interest Rate" shall have the meaning set forth in Section 6.2(b).

“KWh” shall mean kilowatt-hour.

"MWh" shall mean Megawatt-hour or 1000 KWh.

"Letter of Credit" shall mean one or more irrevocable, transferable standby letters of credit issued by a U.S. commercial bank or a foreign bank with a U.S. branch with such bank having a credit rating of at least A- from S&P or A3 from Moody's, in a form reasonably acceptable to the Party in whose favor the letter of credit is issued, the costs of which shall be borne by the applicant therefor.

"Load Obligations" shall mean the power supplies required for Winter Park to meet its obligations to provide retail electricity service in the portion of its electric service territory identified in Appendix G [REDACTED]

"Monthly Wholesale Electric Capacity" shall mean the highest 60 Minute MW demand measured during each calendar month for Winter Park Load Obligations by OUC hereunder, measured by the Billing Meters, as adjusted for transmission and distribution losses.

“Monthly Wholesale Electric Energy” shall mean the MWh measured by the Billing Meter each calendar month as compensated for transmission and distribution losses.

"Non-Fuel Energy Charge" shall have the meaning set forth in Section 6.1.

"Party" and "Parties" shall have the meaning set forth in the first paragraph of this Agreement.

"Payment Date" shall mean Section 6.2(b).

“Prudent Utility Practice” shall mean any of the applicable practices, methods and acts as (i) required by the rules, regulations, policies and standards of state regulatory authorities having jurisdiction relating to emergency operations or otherwise required by applicable law; or (ii) otherwise engaged in or approved by a significant portion of the electric utility industry during the relevant time period; which in each case in the exercise of reasonable judgment in light of the facts known or that should have been known at the time a decision was made, could have been expected to accomplish the desired result in a manner consistent with law, regulation, safety, environmental protection, economy, and expedition. Prudent Utility Practice is intended to be acceptable practices, methods or acts generally accepted and lawful in the region, and is not intended to be limited to the optimum practices, methods or acts to the exclusion of all others.

"Requesting Party" shall have the meaning set out in Section 18.2.

"Service Date" shall mean the later of January 1, 2014, or the date when all conditions precedent in Article 11 have been met or waived by the party whose obligations are subject to such condition, which date shall be the commencement of the Term and the obligations of OUC to deliver and sell and Winter Park to receive and purchase Wholesale Electric Service.

"Service Date Acknowledgment" shall mean a document signed by the Parties acknowledging the date that is the "Service Date" hereunder, which document shall be substantially in the form of Appendix D.

"Term" shall mean the period from the Service Date until six (6) years thereafter, unless sooner terminated in accordance with the terms of this Agreement. OUC shall have the sole option to terminate the Agreement one (1) year earlier by providing written notice by no later than 5:00 PM on January 31, 2017.

"Transmission Costs" shall mean the transmission charges paid by OUC, and reimbursed by Winter Park, under the then applicable Open Access Transmission Tariff for the supply of Wholesale Electric Service to Winter Park under this Agreement.

"Transmission Service" shall mean firm, point-to-point transmission service required to allow delivery of the Wholesale Electric Service across OUC's transmission system to the Delivery Point pursuant to OUC's Open Access Transmission Tariff.

"Wholesale Electric Service" shall have the meaning set forth in Article 2.

ARTICLE 2 WHOLESALE ELECTRIC SERVICE

Commencing on the Service Date and during the Term, in accordance with the terms and subject to the conditions hereof, OUC shall provide and deliver Wholesale Electric Service and Winter Park shall purchase electric energy and capacity requirements necessary for Winter Park to serve its Load Obligation, which services shall be referred to as "Wholesale Electric Service" and consist of the following:

- (a) Supply of Monthly Wholesale Electric Energy, up to the physical limitations of the Interconnection Facilities (expected to be 10 MW per circuit based on a 2 circuit design); and,
- (b) Supply of Monthly Wholesale Electric Capacity, up to the physical limitations of the Interconnection Facilities (expected to be 10 MW per circuit based on a 2 circuit design); and,
- (c) Transmission Service.

ARTICLE 3 TERM

This Agreement shall be in force and effect as of the Effective Date. The obligations of the Parties in respect of the supply and delivery of Wholesale Electric Service shall commence on the Service Date. This Agreement shall remain in effect for the Term, unless terminated earlier under the terms of this Agreement. Termination or expiration of this Agreement shall not affect or excuse the performance of either Party under any provision of this Agreement that by its nature or terms survives any such termination or expiration.

ARTICLE 4 OBLIGATIONS OF WINTER PARK AND OUC

Section 4.1 Obligations of Winter Park

- (a) Winter Park shall at its own cost design and construct the distribution facilities to interconnect with OUC on the Winter Park side of the Delivery Point.
- (b) Winter Park shall, during the Term, receive at the Delivery Point (or such other interconnection points as the parties may mutually agree) and accept and shall pay OUC a monthly payment for Wholesale Electric Service on the applicable Payment Date in accordance with Section 6.2.

Winter Park acknowledges and agrees that OUC shall have no responsibility for the distribution and resale to Winter Park's electric system customers of the electricity delivered to the Delivery Point by OUC or the collection of any payments from Winter Park's electric system customers.

Section 4.2 Obligations of OUC

- (a) OUC shall sell and deliver to Winter Park at the Delivery Point(s) Wholesale Electric Service for the duration of the Term with a firmness and priority of service equal to that of OUC's Firm Load.
- (b) OUC shall apply for and provide [REDACTED] of Transmission Service to Winter Park pursuant to the terms of its Open Access Transmission Tariff.
- (c) OUC shall at its own cost design and construct the distribution facilities to interconnect with Winter Park on the OUC side of the Delivery Point.

OUC and Winter Park shall maintain close coordination with respect to future delivery points in the interests of system reliability. Each party shall endeavor, to the extent practicable, to keep the other party advised of significant developments related to their respective power supply facilities.

(d) OUC shall operate and maintain its generating resources, transmission and distribution system assets and equipment in accordance with Prudent Utility Practice.

(e) OUC shall calculate the amount due on a monthly basis for all Wholesale Electric Service provided in the prior calendar month as measured at the Billing Meter and adjusted to account for OUC transmission and distribution system line losses, and shall submit an invoice to Winter Park for payment. The monthly invoice shall be calculated for the Charges by applying the rate in accordance with Section 6.1.

ARTICLE 5 SALE AND PURCHASE

(a) OUC shall, at its cost and expense, sell and deliver Wholesale Electric Service to the Delivery Point(s). Winter Park shall purchase and receive Wholesale Electric Service at the Delivery Point(s) or alternate delivery points (as applicable) during the Term. The Charges for such sale and purchase shall be as set forth in Section 6.1

(b) The Monthly Wholesale Electric Capacity and Monthly Wholesale Electric Energy sold and delivered by OUC to Winter Park hereunder shall be three phase, 60 hertz alternating current having a nominal voltage as specified by and otherwise in accordance with interconnection protocols.

ARTICLE 6 PRICE AND BILLING

Section 6.1 Billing for Services

Section 6.1.1 For the Wholesale Electric Service that OUC delivers to the Delivery Point(s), OUC shall deliver an invoice to Winter Park substantially in the form of Appendix E and Winter Park shall pay OUC the following Charges as follows:

(a) Monthly Demand Charge

The monthly demand charge shall be: The Demand Rate multiplied by the Monthly Wholesale Electric Capacity. [REDACTED]

(b) Monthly Fuel Energy Charge

The Fuel Energy Rate as set forth in Appendix A multiplied by the Monthly Wholesale Electric Energy.

(c) Monthly Non-Fuel Energy Charge

The Non-Fuel Energy Rate as set forth in Appendix A multiplied by the Monthly Wholesale Electric Energy.

(d) Transmission Costs.

The monthly charges for Transmission Costs shall be [REDACTED] times the OUC published Transmission Tariff rate, currently \$1,565.50/MW-month. If during the Term of this Agreement the Monthly Wholesale Electric Capacity [REDACTED], the Transmission Cost shall equal the new peak Monthly Wholesale Capacity times the current OUC published Transmission Tariff rate.

Section 6.2 Payment

(a) On or before the tenth (10th) day following the end of each calendar month in which OUC provides Winter Park with Wholesale Electric Service, OUC shall calculate the amount due and payable by Winter Park for Wholesale Electric Service delivered in such prior month in accordance with this Article 6. The amount payable shall be calculated as the sum of the Demand Charge, the Fuel Energy Charge, the Non-fuel Energy Charge and Transmission Costs for the prior month and shall be itemized on the monthly invoice along with any other information and detail reasonably requested by Winter Park.

(b) Unless otherwise specified herein, payments due under this Agreement shall be due and payable by wire transfer, on or before the later of the fifteenth (15th) business day following receipt of the invoice or the twenty-fifth day of the calendar month in which the invoice is received (the "Payment Date"). If an amount owed is not paid on or before the due date, a late payment charge shall be applied to the unpaid balance and shall be added to the next billing statement. Such late payment charge shall be calculated based upon the annual interest rate equal to the "Prime Rate" as published on the date of the invoice in the Wall Street Journal (or, if the Wall Street Journal is not published on that day, the next succeeding date of publication) ("Interest Rate"). If the due date occurs on a weekend or holiday, the late payment charge shall begin to accrue on the next succeeding business day and shall cease accruing on the day prior to payment. Disputes relating to invoicing shall be resolved in accordance with the pre-litigation procedures set forth in Section 18.

(c) In the event an invoice or portion thereof is disputed, the disputing Party shall provide notice of the dispute to the other Party and detail therein the basis for the dispute and its proposed correction or adjustment to the invoice within fifteen (15) business days of receipt of the disputed invoice. Representatives of the Parties shall

promptly confer in person or telephonically in a good faith attempt to resolve the dispute within five (5) business days of the notice of dispute. If a correction of or adjustment to the disputed invoice is agreed upon, a revised invoice shall be promptly issued. Payment of the disputed portion shall be made under protest when due, with notice of the objection given to the other Party. Any invoice dispute shall be in writing and shall state the basis for the dispute. Upon resolution of the dispute in accordance with this paragraph or Section 18, any required refund shall be made within five (5) business days of such resolution along with interest accrued at the Interest Rate from and including the date paid. Inadvertent overpayments shall be returned upon request or deducted by the Party receiving such overpayment from subsequent payments, with interest accrued at the Interest Rate from and including the date of such overpayment to but excluding the date repaid or deducted by the Party receiving such overpayment.

Section 6.3 Taxes, Fees and Levies, Sales for Resale

(a) OUC shall be obligated to pay all present and future taxes, fees and levies that may be assessed upon OUC by any governmental authority not controlling or controlled by OUC on the sale to Winter Park of Wholesale Electric Service or any component thereof. OUC shall promptly notify Winter Park of the commencement of any legislative, regulatory, administrative or other governmental action, of which it becomes aware, imposing such taxes, fees and/or levies upon the sale of Wholesale Electric Service. Each such tax, fee and levy shall be identified in a separate line item on the monthly invoice from OUC to Winter Park for Wholesale Electric Service. Winter Park shall reimburse OUC for the increase in any such taxes, fees and levies paid by OUC as a result of providing Wholesale Electric Service to Winter Park under this Agreement. In the event of the imposition of any such taxes, fees or levies on the sale of Wholesale Electric Service hereunder, each Party shall use reasonable efforts to minimize all such taxes, fees or levies so long as neither Party is materially adversely affected by such efforts and no such measures will create a subsidy for Winter Park by OUC's retail or other wholesale customers or a subsidy by Winter Park of OUC's retail or other wholesale customers.

(b) All Monthly Wholesale Electric Energy and Monthly Wholesale Electric Capacity delivered by OUC to Winter Park hereunder shall be sales for resale by Winter Park. Winter Park shall obtain and provide OUC with any certificates reasonably requested by OUC to evidence that the deliveries hereunder are sales for resale.

Section 6.4 Sale of Existing OUC Generating Resource

If during the Term, OUC should sell any existing generating resource(s) and concurrently purchase back the capacity and energy from the sold resource(s), the Fuel Energy Rate shall be adjusted, as necessary, to offset any increase in the Fuel Energy Rate that would otherwise occur during the Term arising out of or resulting from the sale of the generating resource(s).

Section 6.5 Audit Rights.

Each Party has the right, after reasonable notice, at its sole expense and during normal business hours, to examine the records of the other Party to the extent reasonably necessary to verify the accuracy of any invoice, bill, statement, Charges or computation made pursuant to this Agreement. If requested, a Party shall provide to the other Party statements evidencing the quantity of Wholesale Electric Service delivered at the Delivery Point. If any such examination reveals any inaccuracy in any invoice, bill or statement, the necessary adjustments in such invoice, bill or statement and the payments thereof will be made promptly and shall bear interest calculated at the Interest Rate from the date the overpayment or underpayment was made until paid; provided, however, that no adjustment for any invoice, bill statement or payment will be made unless objection to the accuracy thereof was made prior to the lapse of twelve (12) months from the rendition thereof, and thereafter any objection shall be deemed waived.

ARTICLE 7 SERVICE FACILITIES AND METERING

Section 7.1 Metering

The Monthly Wholesale Electric Energy and Monthly Wholesale Electric Capacity shall be measured by metering equipment ("Billing Meters") installed at the Delivery Point, which metering equipment shall constitute the basis of measuring demand and energy and the computation of bills for energy consumption. OUC shall furnish and install the Billing Meters.

Section 7.2 Witness Rights

The Parties intend that each Party shall have the right in the presence of a representative of the Billing Meter owner and the other Party, to read and check the Billing Meters and /or associated metering equipment, for any reason, including when there is any dispute or disagreement as to the correctness of the readings or the accuracy of the Billing Meters or metering equipment. In the event of such dispute or disagreement, the Parties shall within five (5) business days of notice of such dispute, retain a mutually agreeable independent inspector to test the Billing Meters and metering equipment per industry standards. The fees, costs and expenses of such test and inspection shall be borne equally by the Parties. The determination of the independent inspector as to the correctness of the reading of the Billing Meter and adjustments, if any, that are required to be made thereto, shall be rendered within thirty (30) days of referral of the dispute or disagreement, shall be in writing and shall be accepted by the Parties as final. The Parties agree that the Billing Meters and metering equipment will be considered accurate for purposes of billing and invoicing hereunder provided calibration is within 0.2% as provided under the ANSI C-12 standards. Should any meter be beyond this range of accuracy, an adjustment shall be made pursuant to Section 7.6(b). Winter Park reserves the right to install at its cost an RTU or other

instrumentation allowing Winter Park to receive real-time load signals to verify the Wholesale Electric Service provided under this Agreement.

Section 7.3 Ownership and Maintenance of Meters

Billing Meters owned by OUC shall be maintained in accordance with Prudent Utility Practice.

Section 7.4 Meter Testing

Billing Meters used to measure the delivery of Wholesale Capacity Service and Wholesale Energy Service hereunder will be tested annually and maintained in accordance with the Prudent Utility Practices. Winter Park shall be entitled to witness meter testing and OUC shall provide Winter Park reasonable advance notice of the meter testing dates.

Section 7.5 Check Meters

Winter Park shall have the right to install at its own expense, backup metering devices ("Winter Park's Back-Up Metering") which installation shall be reasonably acceptable to OUC and shall be maintained consistent with Prudent Utility Practice. OUC, at its own expense, shall have the right to inspect and test Winter Park's Back-Up Metering upon installation and at least annually thereafter. OUC shall provide Winter Park with reasonable advance notice of, and permit a representative of Winter Park to witness and verify, such inspections and tests, provided that Winter Park shall not unreasonably interfere with or disrupt the inspection and testing activities of OUC and OUC shall comply with all of Winter Park's safety standards.

Section 7.6 Accuracy of Meters; Billing Adjustments

If a Billing Meter fails to register, or if the measurement made by a Billing Meter is found upon testing to be inaccurate by more than the meter accuracy threshold set forth in Section 7.2, an adjustment shall be made correcting all measurements by the inaccurate or defective Billing Meter, for both the amount of the inaccuracy and the period of the inaccuracy, in the following manner:

- (a) In the event that the primary Billing Meter is found to be defective or inaccurate, the Parties shall use Winter Park's Back-up Metering, if installed, to determine the amount of such inaccuracy, provided that Winter Park's Back-Up Metering has been tested and maintained in accordance with the provisions of Section 7.5. In the event that the Billing Meter and the Winter Park Backup Meters fail, the Parties shall estimate the amount of the necessary adjustment during periods of similar operating conditions when the Billing Meter was registering accurately. The adjustment shall be made for the period during which inaccurate measurements were made.

(b) In the event that the Parties cannot agree on the actual period during which the inaccurate measurements were made, the period during which the measurements are to be adjusted shall be the shorter of (i) one-half of the period from the last test of the Billing Meter to the test that found the Billing Meter to be defective or inaccurate, or (ii) the ninety (90) days immediately preceding the test that found the Billing Meter to be defective or inaccurate.

(c) To the extent that the adjustment period covers a period of deliveries for which billings have already been made by OUC, OUC shall use the corrected measurements as determined in accordance with this Article 7 to compute the adjustment necessary for the period of the inaccuracy and shall adjust billing for this period from such recomputed amount in the next monthly bill after the error is identified, and to the extent that OUC has overbilled Winter Park for Wholesale Electric Services hereunder, accrued interest on the amount of any overpayments by Winter Park shall be computed at the Interest Rate from the date OUC received such overpayment by Winter Park until refunded or (if requested by Winter Park, credited) against future payment.

ARTICLE 8 ACCESS OF OUC

OUC shall have the right to enter upon the premises of Winter Park where the Billing Meters are installed at all reasonable times for the purpose of reading meters, inspecting or repairing apparatus used in connection with the service, removing its property and/or any other purpose to carry out the work of OUC in connection with the delivery of Wholesale Electric Service provided for herein. OUC shall provide advance notice (reasonable under the circumstances) to Winter Park of its intent to enter upon the premises of Winter Park and shall describe in such notice the activities or work to be performed, the schedule for the performance of the activities or work and the personnel and contractors who will be performing such activities or work. OUC shall comply with Winter Park's rules and policies with respect to safety, security and confidentiality and any work or activities shall be performed in a manner consistent with the requirements, conditions or limitation set forth in any interconnection agreement between Winter Park and OUC.

ARTICLE 9 CONTINUITY OF SERVICE

Section 9.1 Interruptions.

OUC shall supply and deliver Wholesale Electric Service hereunder to the Delivery Point(s) on a firm basis with priority equal to that of OUC's Firm Load. OUC shall not be responsible for any failure to deliver Monthly Wholesale Electric Capacity and Monthly Wholesale Electric Energy due to interruptions to the OUC delivery system. OUC disclaims any liability for third-party claims arising out any failure to supply Wholesale Electric Service

hereunder, or for interruption, reversal or abnormal voltage of the supply, unless such failure, interruption, reversal or abnormal voltage is the result of gross negligence or intentional misconduct on its part, and any liability of OUC for any claims arising out of or related to such failure, interruption, reversal or abnormal voltage of the supply by OUC shall be limited to \$50,000 per occurrence. Winter Park's Load Obligation will be included in OUC's Under Frequency Load Shedding Plan requirements. In the event of an interruption of the Wholesale Electric Service to Winter Park, OUC will establish the priority of restoration based on the number of users on the Winter Park system rather than counting the Winter Park service as a single point of service.

Section 9.2 Capacity Shortfalls.

In the event of an OUC capacity shortfall that requires load interruption, OUC shall effect load interruption of OUC Firm Load and Winter Park Load Obligations on a pro rata basis showing no adverse distinction between Winter Park, or OUC's Firm Load. Winter Park's Load Obligation will be included in OUC's Manual Load Shedding Plan requirements.

Section 9.3 Shortfall Notification.

OUC will promptly inform Winter Park as soon as reasonably possible under the circumstances after becoming aware of any event, occurrence or circumstance that will result in load shedding or otherwise cause a material reduction or an interruption or suspension of delivery of Wholesale Electric Service to Winter Park.

ARTICLE 10 DELIVERY AND LOSSES

Section 10.1 Delivery

Quantities of Monthly Wholesale Electric Energy and Monthly Wholesale Capacity necessary to meet the Load Obligations shall be delivered by OUC to Winter Park at the Delivery Point(s). Title to and risk of loss related to the Wholesale Electric Service shall transfer from OUC to Winter Park at the Delivery Point free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any person arising prior to the Delivery Point. OUC shall not incur any expense or risk beyond the Delivery Point(s) and Winter Park shall not incur any expenses or risk up to and at the Delivery Point.

Section 10.2 Losses

OUC will determine transmission losses for Monthly Wholesale Electric Energy up to the Delivery Point(s) in accordance with the transmission loss percentage factor posted from time to time by OUC in OASIS. [REDACTED]

ARTICLE 11

CONDITIONS PRECEDENT

Section 11.1. Conditions to Obligations of Winter Park.

The obligations of Winter Park under this Agreement to purchase and receive Wholesale Electric Service shall commence on the Service Date, and such obligations are subject to the fulfillment and satisfaction of each of the following conditions on or before December 31, 2013, any one or more of which may be waived only in writing, in whole or in part, by Winter Park:

(a) Representations, Warranties and Covenants True at the Effective Date. (i) All representations and warranties of OUC contained in this Agreement shall be true and correct in all material respects as of the date when made and at and as of the Effective Date as though such representations and warranties had been made or given on such date (except to the extent such representations and warranties specifically pertain to an earlier date), except (A) for changes contemplated by this Agreement and (B) where the failure to be true and correct will not have a material adverse effect on Winter Park's rights, remedies or benefits under this Agreement; (ii) OUC shall have performed and complied with, in all material respects, its obligations that are to be performed or complied with by it hereunder prior to or on the Effective Date; and (iii) OUC shall have delivered a certificate signed by one of its duly authorized officers certifying as to the fulfillment of the conditions set forth in the foregoing clauses (i) and (ii).

(b) Absence of Litigation. No claims, actions, suits, investigations, grievances, arbitrations or proceedings shall be pending or threatened against Winter Park or OUC with respect to the transactions contemplated hereunder or the adverse outcome of which would have a material adverse effect on the ability of Winter Park or OUC to perform its respective obligations under this Agreement.

(c) Required Approvals. All the approvals and authorizations set forth in Appendix B hereto, shall have been received on or before August 30, 2013.

Section 11.2. Conditions to Obligations of OUC.

The obligations of OUC under this Agreement to sell and delivery Wholesale Electric Service shall commence on the Service Date, and such obligations are subject to the fulfillment and satisfaction, on or before the dates indicated, of each of the following conditions, any one or more of which may be waived only in writing, in whole or in part, by OUC:

(a) Representations, Warranties and Covenants True at the Effective Date. (i) All representations and warranties of Winter Park contained in this Agreement shall be true and correct in all material respects when made and at and as of the Effective Date and at and as of the Service Date as though such representations and warranties had been made or given on

such date (except to the extent such representations and warranties specifically pertain to an earlier date), except (A) for changes contemplated by this Agreement and (B) where the failure to be true and correct will not have a material adverse effect on OUC's rights, remedies or benefits under this Agreement; (ii) Winter Park shall have performed and complied with, in all material respects, its respective obligations that are to be performed or complied with by them hereunder prior to or on the Effective Date or the Service Date (as applicable); and (iii) Winter Park shall deliver on or before the Service Date a certificate signed by its Mayor certifying as to the fulfillment of the conditions set forth in the foregoing clauses (i) and (ii).

(b) Required Approvals. All the approvals and authorizations set forth in Appendix B hereto, shall have been received on or before August 30, 2013.

(c) Legal Opinions. OUC shall have received from counsel to Winter Park an enforceability opinion, dated as of the Effective Date.

(d) No Material Adverse Change. No material adverse change in the Load Obligation, electric facilities, electric business, financial condition, results of operations or prospects of Winter Park shall have occurred and be continuing, or with the passage of time, the giving of notice or both, shall be reasonably likely to occur as of the Service Date.

(e) Absence of Litigation/Legislative Action. No claims, actions, suits, grievances, investigations, arbitrations or proceedings shall be pending or threatened against Winter Park or OUC with respect to this Agreement which might have a material adverse effect on the ability of Winter Park or OUC to perform its respective obligations under this Agreement.

Section 11.3. Coordination.

Winter Park and OUC shall cooperate with each other and use all commercially reasonable efforts to (a) promptly prepare and file all necessary documentation, (b) effect all necessary applications, notices, petitions and filings and execute all agreements and documents, and (c) obtain all necessary consents, approvals and authorizations, including those of other parties necessary or advisable to consummate the transactions contemplated by this Agreement, all of which are set forth in Appendix B.

Each Party shall keep the other Party reasonably apprised of the status of the conditions precedent to the occurrence of the Service Date applicable to it. The Parties shall reasonably coordinate so that subject to the satisfaction of other prior conditions, the certificates and opinions to be delivered by a Party hereunder in connection with the Effective Date have been provided by the Effective Date.

ARTICLE 12

TERMINATION PRIOR TO SERVICE DATE

Section 12.1. Termination Prior to Service Date.

(a) If all of the conditions precedent to Winter Park's and OUC's obligations hereunder set forth in Article 11 hereof have not been satisfied or waived in writing on or prior to the express date specified therein or December 31, 2013 notwithstanding the reasonable effort of the Party to Satisfy or waive the condition, then at any time thereafter, either Party may terminate this Agreement on written notice of termination to the other Party, without any liability or obligation of any Party to the others as a result of such termination, unless prior to the delivery of any such written notice of termination the condition or conditions precedent which had not been satisfied are satisfied; provided, however, that in the event of any such termination by OUC or Winter Park prior to the Service Date, Winter Park will reimburse OUC for 50% of all labor and material costs incurred related to the interconnection of the OUC distribution system to the Winter Park distribution system. .

(b) If the Agreement is terminated by OUC pursuant to Section 11.2, the early termination option as described under Term or by Winter Park under 11.1, then the following shall apply:

(i) If OUC exercises its right to terminate this Agreement under Section 11.2 or the option to terminate as described under Term, then neither party shall thereafter have any further obligations to the other hereunder.

(ii) If Winter Park terminates this Agreement pursuant to Section 11.1 then OUC shall thereafter (a) have no further obligations hereunder and (b) shall have the right to require Winter Park to assume OUC's rights, obligations and liabilities under any or all contracts entered into by OUC with Winter Park's prior written approval solely for the purpose of providing electric energy and capacity to Winter Park under this Agreement.

Section 12.2. Notice.

Each Party shall notify the other Party promptly if any information comes to its attention prior to the Effective Date or prior to the Service Date, as applicable that it believes will potentially excuse such Party from the performance of its obligations under this Agreement or might reasonably cause any condition set forth in Article 11 not to be satisfied on or prior to the Service Date.

ARTICLE 13 REPRESENTATIONS AND WARRANTIES

Section 13.1. General Representations and Warranties.

Each Party hereby represents and warrants to the other that:

(a) It is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization and is duly qualified to do business in all jurisdictions where such qualification is required.

(b) It has or will have prior to the Effective Date full power and authority to enter this Agreement and perform its obligations hereunder. The execution, delivery and performance of this Agreement have been duly authorized by all necessary municipal and other action and do not and will not contravene its organizational documents or conflict with, result in a breach of, or entitle any party (with due notice or lapse of time or both) to terminate, accelerate or declare a default under, any agreement or instrument to which it is a party or by which it is bound.

(c) To the best of each Party's knowledge, the execution, delivery and performance by it of this Agreement will not result in any violation by it of any law, rule or regulation applicable to it. It is not a party to, nor subject to or bound by, any judgment, injunction or decree of any court or other governmental entity which may restrict or interfere with the performance of this Agreement by it or may materially and adversely affect the business, property, financial condition, results of operations or prospects of such Party.

(d) This Agreement is its valid and binding obligation, enforceable against it in accordance with its terms, except as (i) such enforcement may be subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally and (ii) the remedy of specific performance and injunctive relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

(e) Except for those approvals listed in Appendix B and filing of this Agreement as required under Section 163.01(11), Florida Statutes, no consent, waiver, order, approval, authorization or order of, or registration, qualification or filing with, any court or other governmental agency or authority or other person is required for the execution, delivery and performance by such Party of this Agreement and the consummation by such Party of the transactions contemplated hereby. No consent or waiver of any party to any contract to which such Party is a party or by which it is bound is required for the execution, delivery and performance by such Party of this Agreement that has not been or will by the Effective Date have been duly obtained.

(f) There is no action, suit, grievance, arbitration or proceeding pending or, to the knowledge of such Party, threatened against or affecting such Party at law or in equity, before any federal, state, municipal or other governmental court, department, commission, board, arbitrator, bureau, agency or instrumentality which prohibits or impairs its ability to execute and deliver this Agreement or to consummate any of the transactions contemplated hereby. Such Party has not received written notice of and otherwise is not aware of any such pending or threatened investigation, inquiry or review by any governmental entity.

Section 13.2. Disclaimers.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, EACH PARTY EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO MERCHANTABILITY OR

FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO THE PROVISION OR RECEIPT OF WHOLESALE ELECTRIC SERVICE HEREUNDER, ALL OF WHICH ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.

ARTICLE 14 SECURITY

Section 14.1. OUC Security

OUC shall maintain a rating on senior unsecured debt securities of OUC by Standard and Poor's Corporation, Moody's Investors Service, Inc., Fitch IBCA or another nationally recognized rating service reasonably acceptable to Winter Park of BBB+ (Standard and Poor's), Baal (Moody's) or BBB+ (Fitch) or its equivalent, or a rating equivalent to Winter Park senior unsecured debt securities, if any, whichever is lower. In the event that OUC's credit rating fails to meet said credit standing and OUC fails to restore its credit rating to said standing within 12 months after its rating has fallen, OUC shall notify Winter Park thereof and shall upon request by Winter Park provide a Letter of Credit, cash, bond or other security reasonably sufficient to assure OUC's due performance under this Agreement.

Section 14.2. Winter Park Security

The Winter Park shall maintain a rating on senior unsecured debt securities of Winter Park, if any such securities are rated, by Standard and Poor's Corporation, Moody's Investors Service, Inc., Fitch IBCA or another nationally recognized rating service reasonably acceptable to OUC of BBB+ (Standard and Poor's), Baal (Moody's) or BBB+ (Fitch) or its equivalent, or a rating equivalent to OUC senior unsecured debt securities, whichever is lower. In the event that Winter Park issues any senior unsecured debt securities and the rating on such securities falls below such specified minimum rating and Winter Park fails to restore its credit rating to such specified minimum rating standing within 12 months after its rating has fallen below the rating described above, Winter Park shall within ninety (90) days of a written request by OUC therefor provide a Letter of Credit, cash, bond or other security reasonably sufficient to assure Winter Park's due performance of its purchase and payment obligations under this Agreement.

ARTICLE 15 EVENTS OF DEFAULT

Section 15.1. Events of Default by OUC.

Any one or more of the following shall constitute an "Event of Default" by OUC:

- (a) OUC fails to pay any amounts to be paid by OUC when due hereunder to Winter Park and such failure shall continue for a period of more than ten (10) Business Days after notice by Winter Park.

(b) A default shall occur in the performance of any other material covenant or condition to be performed by OUC hereunder (other than a default specified in Section 15.1(a)) and such default shall continue un-remedied for a period of thirty (30) days after notice from Winter Park specifying the nature of such default; provided, however, that if such default (other than the failure to make payments when due) cannot reasonably be remedied by OUC within thirty (30) days, subject to commencement of action to remedy the default within such thirty (30) day period, OUC shall have up to an additional ninety (90) days to remedy the default.

(c) A custodian, receiver, liquidator or trustee of OUC or of all or substantially all of the property of either, is appointed or takes possession and such appointment or possession remains uncontested or in effect for more than sixty (60) days; or OUC makes an assignment for the benefit of its creditors or admits in writing its inability to pay its debts as they mature; or OUC is adjudicated bankrupt or insolvent; or an order for relief is entered under the Federal Bankruptcy Code against OUC; or all or substantially all of the material property of either is sequestered by court order and the order remains in effect for more than sixty (60) days; or a petition is filed against OUC under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or subsequently in effect, and is not stayed or dismissed within sixty (60) days after filing.

(d) OUC files a petition in voluntary bankruptcy or seeks relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or subsequently in effect; or consents to the filing of any petition against it under any such law; or consents to the appointment of or taking possession by a custodian, receiver, trustee or liquidator of OUC or all or substantially all of the property of either.

Section 15.2. Events of Default by Winter Park.

Any one or more of the following shall constitute an "Event of Default" by Winter Park:

(a) Winter Park shall fail to pay any amounts to be paid when due by Winter Park hereunder to OUC and such failure shall continue for a period of more than ten (10) Business Days after notice by OUC.

(b) Default shall occur in the performance of any material covenant or condition to be performed by Winter Park hereunder (other than a default specified in Section 15.2 (a)) and such default shall continue un-remedied for a period of thirty (30) days after notice from OUC specifying the nature of such default; provided, however, that if such default cannot reasonably be remedied by Winter Park within thirty (30) days, subject to commencement of action to remedy the default within such thirty (30) day period, Winter Park shall have up to additional ninety (90) days to remedy the default.

(c) A custodian, receiver, liquidator or trustee of Winter Park or of all or substantially all of either of their property is appointed or takes possession and such appointment or possession remains uncontested or in effect for more than sixty (60) days; or Winter Park makes an assignment for the benefit of its creditors or admits in writing its inability to pay its debts as they mature; or Winter Park is adjudicated bankrupt or insolvent; or an order for relief is entered under the Federal Bankruptcy Code against Winter Park; or all or substantially all of the material property of Winter Park is sequestered by court order and the order remains in effect for more than sixty (60) days; or a petition is filed against Winter Park under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or subsequently in effect, and is not stayed or dismissed within sixty (60) days after filing.

(d) Winter Park files a petition in voluntary bankruptcy or seeks relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or subsequently in effect; or consents to the filing of any petition against it under any such law; or consents to the appointment of or taking possession by a custodian, receiver, trustee or liquidator of Winter Park or all or substantially all of its property.

Section 15.3. Remedies.

The Parties shall have the following remedies available to them with respect to the occurrence of an Event of Default with respect to the other Party hereunder:

(a) Upon the occurrence of an Event of Default by either Party hereunder, the non-defaulting Party shall have the right to (i) invoice and collect all amounts then due to it from the defaulting Party hereunder (subject to any applicable limitation of liability or cap on damages), and (ii) terminate this Agreement at any time during the continuation of such Event of Default upon written notice to the defaulting Party. Notwithstanding any other provision of this Agreement, after the occurrence of an Event of Default and for so long as the Event of Default is continuing and has not been cured, the non-defaulting Party shall have the right, upon written notice to the defaulting Party, to suspend all performance under this Agreement until such Event of Default has been cured. In addition, if OUC is the defaulting Party, then Winter Park shall have the right in addition to its other rights and remedies, but not the obligation, during the continuation of such default and prior to any termination of this Agreement, to purchase energy and capacity, in a commercially reasonable manner considering the circumstances of such default, from third parties at the Delivery Point(s) in quantities sufficient to cover any shortfall in Monthly Wholesale Electric Energy resulting from such default. If Winter Park is the defaulting Party and, by reason of Winter Park's

default, OUC is not receiving all or a portion of the Monthly Wholesale Electric Energy and Monthly Wholesale Electric Capacity or associated payments in accordance with the terms hereof, then OUC shall have the right, but not the obligation, during the continuation of such default and prior to any termination of this Agreement to discontinue Wholesale Electric Service to Winter Park upon five (5) Business Days prior notice of such intent.

(b) If Winter Park terminates this Agreement as a result of the occurrence of an Event of Default by OUC, then Winter Park shall thereafter have no further obligations hereunder and shall have all rights and remedies available to it under applicable law, including the right to recover damages and shall thereafter have no further obligations hereunder other than (upon OUC's request) assume OUC's rights, and further obligations and liabilities under any or all contracts entered into by OUC with Winter Park's express, prior written approval solely for the purpose of providing electric energy and capacity to Winter Park under this Agreement.

(c) If OUC terminates this Agreement as a result of the occurrence of an Event of Default by Winter Park, then OUC shall thereafter (a) have no further obligations hereunder and shall have all rights and remedies available to it hereunder and under applicable law, including the right to recover damages and (b) to have the right to require Winter Park to assume OUC's rights, obligations and liabilities under any or all contracts entered into by OUC with Winter Park's express, prior written approval solely for the purpose of providing electric energy and capacity to Winter Park under this Agreement.

(d) The remedies provided for in this Section 15.3 shall be without prejudice and in addition to any right of setoff, combination of accounts, lien or other right to which any Party is at any time otherwise entitled (whether by operation of law, contract or otherwise). The remedies provided for in this Section 15.3 shall be subject to the limitations of liability and caps on damages set forth in Article 16.

ARTICLE 16

LIMITATION OF LIABILITY

Section 16.1. No Consequential Damages. NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, NO PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER INDEMNITY PROVISIONS OR OTHERWISE, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES, COST OF CAPITAL; LOSS OF USE, LOSS OF GOODWILL, REPLACEMENT POWER OR CLAIMS OF CUSTOMERS, UNLESS SUCH DAMAGES ARE A COMPONENT OR ELEMENT OF A CLAIM THAT IS SUBJECT TO INDEMNIFICATION HEREUNDER AND COVERED UNDER A PRIMARY POLICY OF LIABILITY INSURANCE, IF ANY, ISSUED BY A THIRD PARTY SURETY.

Section 16.2. Aggregate Cap on Liability. NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT TO THE CONTRARY, THE TOTAL AGGREGATE LIABILITY OF OUC TO WINTER PARK AND OF WINTER PARK TO OUC UNDER THIS AGREEMENT, WHETHER BASED ON CLAIMS ARISING UNDER TORT, CONTRACT, STRICT LIABILITY OR ANY OTHER THEORY OF RECOVERY, SHALL NOT EXCEED THE AMOUNT(S) SET FORTH IN APPENDIX F;

ARTICLE 17 INDEMNIFICATION

Section 17.1. Indemnification by OUC.

To the extent permitted by Florida law and subject to the limitations set out in Article 16, OUC shall indemnify, defend and hold harmless Winter Park and its respective officials, officers, directors, agents, representatives and employees from and against any and all loss, costs, expense, claims, demands, liabilities (including reasonable attorneys' fees), judgments, fines, settlements and other amounts arising from any and all Claims relating to or arising out of:

- (a) any willful misconduct or illegal acts of OUC;
- (b) any damages awarded against Winter Park in a Claim by a third party only to the extent arising from the negligent acts or omissions of OUC or any of its agents or employees in exercising its rights or performing its obligations hereunder after the Effective Date.

Section 17.2. Indemnification by Winter Park.

To the extent permitted by Florida law and subject to the limitations set out in Article 16, Winter Park shall indemnify, defend and hold harmless OUC, its officers, directors, agents, employees and Affiliates from and against any and all loss, costs, expense, claims, demands, liabilities (including reasonable attorneys' fees), judgments, fines, settlements and other amounts arising from any and all Claims relating to or arising out of:

- (a) any willful misconduct or illegal acts of Winter Park;
- (b) any damages awarded against OUC in a Claim by a third party only to the extent arising from the negligent acts or omissions of Winter Park or any of its agents or employees in exercising its rights or performing its obligations hereunder after the Effective Date.

Section 17.3. Sovereign Immunity Not Waived.

Nothing in this Agreement shall be construed or applied as a waiver of either party's sovereign immunity against third party tort claims, including those rights and limitations of liability under s. 768.28, F.S., as it may be amended. If a party pursues indemnity or a hold harmless/defense from the other in connection with a third-party tort claim, then the party from whom indemnity is sought shall have the right to assert against any such third party claimant, the defense of sovereign immunity on behalf of both the indemnitor and the indemnitee.

ARTICLE 18 DISPUTE RESOLUTION

Section 18.1. Resolution By Officers of the Parties.

Except as otherwise expressly, specifically set forth herein, in the event of any dispute between the Parties as to a matter referred to herein or as to the interpretation of any part of this Agreement, including this Section 18.1 or as to the determination of any rights or obligations or entitlements arising from or related to this Agreement or as to the calculation of any amounts payable under this Agreement, the Parties shall refer the matter to their respective duly authorized representatives, for resolution. Should such representatives of the respective Parties fail to resolve the dispute within twenty (20) days from such referral, the Parties agree that any such dispute shall be first referred to non-binding mediation in accordance with Section 18.2. Should mediation be unsuccessful within the times specified in Section 18.2, the Parties may pursue any legal or equitable remedies available under Florida law.

Section 18.2. Mediation Procedures.

A Party submitting a dispute to non-binding mediation pursuant to the procedures set forth in Florida Statutes, Section 44.101 (the "Requesting Party") shall do so by delivering to the other Party a notice demanding or requesting, as the case may be, mediation of the dispute and naming three acceptable mediators. Within ten (10) days after the receipt of the notice from the Requesting Party, the other Party shall, in writing, serve upon the Requesting Party a notice of acceptance of one of the three mediators provided or offer three alternate mediators for consideration. Within five (5) days, the Parties shall confer and mutually agree and appoint a mediator from the lists provided. To the extent practicable, the mediator shall have special competence and experience with respect to the subject matter of the dispute(s). No mediator appointed shall have the power to render any binding or enforceable award, order, decree or disposition or amend or add to this Agreement. Within ten (10) days after the mediator is appointed, a time and date for the mediation shall be scheduled and documented in writing. The mediator thereupon shall proceed promptly to hear and facilitate an amiable resolution of the controversy. If mediation is successful, any settlement achieved through mediation shall be confidential to the extent permissible under Florida law and not in violation of the Florida Statute 119 and made in writing and in duplicate, and one copy shall be delivered to each of the Parties. Each Party shall pay the costs of its own counsel and share equally the fee and cost of the mediator.

Section 18.3. Settlement.

If the resolution of the dispute and the terms of any settlement agreement, amendment to the Agreement or other document or instrument executed in connection therewith will require the approval of the Board of a Party, a request for such approval shall be promptly submitted for the Board's consideration. Once accepted by the Parties, the decision of the mediator and any award made hereunder shall be binding upon each Party and the successors and assigns and any trustee or receiver of each Party.

Section 18.4. Legal Remedies.

If mediation is unsuccessful, either Party may pursue any legal rights and remedies made available under Florida Law. The Parties agree that the exclusive venue for any dispute arising hereunder that is not resolved through the dispute resolution procedures set forth in Section 18.1 and 18.2 shall be the State Circuit Court in Orange County, Florida.

Section 18.5. Continued Performance.

Except to the extent a Party has the right to suspend performance under Section 15.3 hereof, no dispute shall interfere with the Parties' continued fulfillment of their obligations under this Agreement pending the outcome of the mediation process or a decision by the Florida courts.

ARTICLE 19
FORCE MAJEURE

Section 19.1. Force Majeure Standard.

A Party shall be excused from performing its obligations under this Agreement and shall not be liable in damages or otherwise, if and only to the extent that it is unable to so perform or is prevented from performing by an event of Force Majeure.

Section 19.2. Force Majeure Definition.

An event of "Force Majeure" means an event or circumstance that prevents or unduly frustrates the performance by a Party of its obligations under this Agreement (other than the duty to make payments when due, which shall not be excused by Force Majeure) which is not within the reasonable control of, or the result of the negligence of, such Party and which by the exercise of due diligence such Party is unable to overcome or avoid. Force Majeure includes, without limitation, hurricanes, tornadoes, flood, lightning, drought, earthquake, fire, explosion, terrorist attack, civil disturbance, strikes, acts of God, acts of the public enemy, orders, directives (including the state security coordinator), restraints and requirements of the government and governmental agencies, either federal, state or local, civil or military, or any other cause beyond a Party's control. Force Majeure shall not include (i) events affecting the

cost of operating any generating facility, (ii) changes in market conditions which cause the price of energy or capacity to fluctuate including, without limitation, weather, fuel prices and supply and demand, or (iii) the inability of a Party to make a profit or avoid a loss in performing its obligations under this Agreement.

Section 19.3. Obligation to Diligently Cure Force Majeure.

If a Party shall rely on the occurrence of an event of Force Majeure as a basis for being excused from performance of its obligations under this Agreement, then such Party shall:

(a) Provide written notice to the other Party promptly but in no event later than five (5) days of the occurrence of the event or condition giving an estimation of the expected duration and the probable impact on the performance of its obligations hereunder;

(b) Exercise all reasonable efforts to continue to perform its obligations hereunder;

(c) Expeditiously take reasonable action to correct or cure the event or condition excusing performance, provided that settlement of strikes or other labor disputes shall be completely within the sole discretion of the affected Party; and

(d) Exercise all reasonable efforts to mitigate or limit damages to the other Party to the extent such action shall not adversely affect its own interests.

ARTICLE 20 MISCELLANEOUS

Section 20.1. Assignment; Successors and Assigns.

This Agreement shall inure to the benefit of and bind the respective successors and permitted assigns of the Parties, including any successor to any Party by consolidation, merger, or acquisition of all or substantially all of the assets of such Party. No assignment by any Party (or any successor or assignee thereof) of its rights and obligations hereunder shall be made or become effective without the prior written consent of the other Party in each case obtained (which shall (as necessary) include approval by the Commission of the non-assigning Party), which consent shall not be unreasonably withheld, conditioned or delayed if the assignee can demonstrate to the non-assigning Party that it has at least the same or better technical capability and financial wherewithal as the assigning Party. Any assignments by any Party shall be in such form as to ensure that such Party's obligations under this Agreement will be assumed, accepted and honored fully and timely by any transferee, assignee or successor party.

Section 20.2. Notices.

With the exception of communications within the ordinary course of the day to day performance and administration of this Agreement, all notices, requests and other communications hereunder (herein collectively a "notice" or "notices") shall be deemed to have been duly delivered, given or made to or upon any Party if in writing and delivered by hand against receipt, or by certified or registered mail, postage pre-paid, return receipt requested, or to a courier who guarantees next business day delivery or sent by telecopy (with confirmation by return telecopy) to such Party at its address set forth below or to such other address as such Party may at any time, or from time to time, direct by notice given in accordance with this Section 20.2.

IF TO OUC:

Vice President, Electric & Water Production
100 W. Anderson Street
Orlando, Florida 32801
Tel: 407-423-9100
Facsimile: 407-275-4120
E-mail: jaspuru@ouc.com

With a copy to: Office of General Counsel
100 West Anderson Street
Orlando, Florida 32801
Tel: 407-423-9100
Facsimile: 407-434-2220

IF TO WINTER PARK:

City of Winter Park,
City Manager
401 Park Avenue S.
Winter Park, FL 32789-4386

With a copy to: City Attorney c/o City of Winter Park
401 Park Avenue South,
Winter Park, FL 32789-4386

The date of delivery of any such notice, request or other communication shall be the earlier of (i) the date of actual receipt or (ii) three (3) business days after such notice, request or other communication is sent by certified or registered mail, (iii) if sent by courier who guarantees next business day delivery, the business day next following the day such notice, request or other communication is actually delivered to the courier or (iv) the day actually telecopied (with confirmation by return telecopy if on a business day, and if not, then the first business day thereafter).

Section 20.3. Governing Law.

The rights and obligations of the Parties shall be construed and interpreted in accordance with the substantive law of the State of Florida without giving effect to its principles for choice of law.

Section 20.4. Fees and Expenses.

Except as otherwise provided herein, Winter Park and OUC shall each pay for its own costs, fees and expenses in connection with, or in anticipation of, this Agreement and the consummation of the transactions contemplated hereby.

Section 20.5. Captions.

The captions to sections throughout this Agreement and attachments and appendices hereto are intended solely for ease of reference and to facilitate reading and reference to all sections and provisions of this Agreement and such attachments and appendices. Such captions shall not affect the meaning or interpretation of this Agreement or such attachment or appendices.

Section 20.6. Entire Agreement and Amendments.

This Agreement and all of the attachments and appendices referred to herein sets forth the entire agreement of the Parties with respect to the subject matter herein and takes precedence over all prior discussions or understandings. This Agreement may not be amended, modified or changed except by an agreement in writing signed by the Parties.

Section 20.7. Severability.

The invalidity or unenforceability of any provisions of this Agreement shall not affect the other provisions hereof. If any provision of this Agreement is held to be invalid, such provision shall not be severed from this Agreement; instead, the scope of the rights and duties created thereby shall be reduced to the minimum extent necessary to conform such provision to applicable law, preserving to the greatest extent the intent of the Parties to create such rights and duties as set out herein. If necessary to preserve the intent of the Parties, the Parties shall

negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable.

Section 20.8. Further Assurances.

In connection with this Agreement and the transactions contemplated hereby, upon the request of either Party the other Party shall execute and deliver any additional documents and instruments and perform any additional acts that may be reasonably necessary or appropriate to effectuate and perform the provisions of this Agreement and such transactions and the intention of the Parties.

Section 20.9. Laws and Regulations; Changes in Law; Decrease in Load

20.9.1 This Agreement and the rights, obligations, and performances of the Parties under this Agreement are subject to all applicable state and federal laws, and to all duly promulgated orders and other duly authorized actions of governmental authorities having jurisdiction. Each Party hereto shall be responsible for taking all necessary actions to satisfy any regulatory and other requirements that may be imposed by any federal, state, or municipal statute, rule, regulation, or ordinance that may be in effect from time to time relative to the performance of such Party hereunder.

If and to the extent that, after the Effective Date of this Agreement, any laws or regulations which govern any transaction or duty of a Party contemplated herein shall change so as to (a) make this Agreement or any provision hereof unlawful or a violation of applicable regulatory requirements, (b) subject either Party to regulation by the Florida PSC or (c) increase the cost to OUC of providing non-fuel energy and capacity to Winter Park (as opposed to the entire OUC retail and wholesale load), then the affected Party may require the other to negotiate and use reasonable efforts to agree on such modifications to this Agreement as shall be reasonably necessary for the Agreement to accommodate any such legal or regulatory changes. If OUC is the Party claiming a cost increase under this section for equipment and materials costs and it is an increase that is not incurred solely to serve Winter Park, then OUC shall negotiate the terms of any such cost increase based on an allocation of such costs in accordance with prudent utility accounting practices over the depreciable life the capital investment and as a system-wide cost. If the Parties are unable to agree on terms, conditions or such other measures to prevent (x) the Agreement from being illegal, (y) a Party being subject to Florida PSC regulation or (z) a change in the cost of providing Wholesale Electric Service hereunder, then the affected Party(ies) may terminate this Agreement upon 180 day's prior written notice with no further obligation to the other. OUC represents that as of the Effective Date of this Agreement, it is not aware of any proposed change in law that would increase the cost to OUC of providing non-fuel energy and capacity to Winter Park under this Agreement.

20.9.2 During the term of this agreement, Winter Park shall maintain the existing configuration of circuits IN159 and CA009 such that the number of customers served and area served by feeders shall remain unchanged from the configuration depicted in circuit

maps included as Appendix G. However, in the event of planned or unplanned interruptions on either circuit or adjacent circuits, Winter Park shall be permitted to temporarily switch portions of circuits so as to maintain reliability to customers of these circuits and adjacent circuits. In all events circuits IN159 and CA009 shall be restored to the original configuration as soon practical.

Section 20.10. Counterparts.

This Agreement and any amendment or modification hereto may be executed simultaneously in two or more counterparts, any of which need not contain the signatures of more than one Party, but all such counterparts taken together shall constitute one and the same Agreement or instrument. This Agreement, as executed by the Parties, shall be filed in compliance with Section 163.01(11).

Section 20.11. Interpretation.

In the event of any dispute concerning the construction or interpretation of this Agreement or any ambiguity hereof, there shall be no presumption that this Agreement or any provision hereof be construed against the Party who drafted this Agreement. In this Agreement, unless the context otherwise requires, the singular shall include the plural, the masculine shall include the feminine and neuter, and vice versa; the term "includes or including" shall mean including, without limitation, references to an Article, Section, Appendix or Schedule shall mean an Article, Section, Appendix or Schedule of this Agreement; and the terms "hereof, herein", hereto, hereunder and "herewith refer to this Agreement as a whole. Reference to a given agreement or instrument shall be a reference to that agreement or instrument as modified, amended, supplemented and restated through the date as of which such reference is made.

Section 20.12. Independent Relationship.

Unless specifically and expressly set forth herein to the contrary, nothing in this Agreement shall be construed or interpreted to make a Party or its employees or agents, the agent, representative or employees of the other Party.

Section 20.13. No Third-Party Beneficiaries.

This Agreement shall not confer any rights or remedies upon any third party not a party hereto, except designated indemnities and permitted assignees and successors.

Section 20.14. Waivers.

The failure of a Party hereto to exercise any right or remedy or enforce at any time any provision of this Agreement shall not be construed to be a waiver of such right, remedy or provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of a Party thereafter to exercise such right or remedy or enforce each and every such provision. In order to be enforceable, a waiver under this Agreement must be in writing, state

that it is a waiver and be signed by an authorized representative of the Party to be bound thereby. Any waiver shall be subject to the terms, conditions and limitations thereof, and no waiver of any breach, default or non-performance of this Agreement shall be held to constitute a waiver of any other or subsequent breach, default or non-performance of this Agreement.

Section 20.15. Duty to Mitigate.

Each Party agrees that it has a duty to mitigate damages and covenants that it will use commercially reasonable efforts consistent with Prudent Utility Practice to minimize any damages it may incur as a result of any other Party's breach, default or non-performance of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK- SIGNATURE PAGE(S)
FOLLOW]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties have caused this Agreement for Partial-Requirements Purchase and Sale of Electric Energy and Capacity to be duly executed as an instrument under seal by their respective duly authorized representatives as of the date and year first above written.

Orlando Utilities Commission

By: _____

Kenneth P. Ksionek
General Manager and CEO

Attest: _____

Name: ELIZABETH N. MASON
Title: ASSISTANT SECRETARY

Approved as to form and legality,
OUC Legal Department

By: _____

Date: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 16th day of August, 2013 by Kenneth P. Ksionek, General Manager and Chief Executive Officer of the Orlando Utilities Commission, who is personally known to me or who has produced _____ as identification and who (did/did not) take an oath.



NOTARY PUBLIC

Printed Name of Notary M. Mendoza

My Commission expires: 1-10-17

THE CITY OF WINTER PARK

By: Kenneth W. Bradley
Kenneth W. Bradley
Mayor

Attest:

Michelle Bernstein
Name: Michelle Bernstein
Title: deputy city clerk

Approved as to form and legality,
Attorney for The City of Winter Park

By: U2Bm, Usher L. Brown
Date: 8/16/13

APPENDIX A

PRICING FOR WHOLESALE ELECTRIC SERVICE

Section 1 Monthly Fuel Energy Rate

(a) It is the intent that the monthly Fuel Energy Rate be determined in a manner consistent with the requirements of the fuel cost and purchased economic power adjustment clauses as set forth by FERC in 18 CFR 35.14 and 18 CFR Subchapter C, Part 101, with the exception of the items (c)1- (c)13 below.

(b) The monthly Fuel Energy Rate shall be determined by dividing the monthly Fuel Cost by the monthly Energy Sales.

(c) The monthly Fuel Cost shall be the sum of items 1 through 12 below less item 13 and 14 (if applicable) during the applicable month.

1. The cost of all fuel consumed in the production of electricity.
2. The cost of fuel transportation incurred including fixed gas capacity transportation charges.
3. The cost of gas storage incurred.
4. The maintenance and depreciation of all coal cars.
The cost of leased coal cars.
6. The cost of railroad track maintenance only if this cost is included in the determination of OUC's fuel for retail customers.
7. The amortized cost of nuclear fuel consumed during the month including spent fuel charges.
8. Cost of any fuel additives consumed during the month
9. The energy component of the cost any power purchased from third parties.
10. The net cost of any emission allowances only if these amounts are included in the calculation of retail fuel.
11. The O&M costs incurred to treat and transport landfill gas.
12. The energy component of the cost of any renewable resources purchased only for contracts that were in effect on January 1, 2013. In the event that legislation mandating a certain percentage of renewable resources becomes effective during the term of this contract, OUC shall be permitted to include the energy cost component of all renewable resources necessary to comply with the legislation, however the mandated percentage of renewable generation shall be adjusted by any renewable generation provided by Winter Park prorated from Winter Park Owned resources.
13. The fuel component of sales for wholesale except sales to wholesale customers with firmness equivalent to OUC retail load, including the Monthly Wholesale Electric Energy provided to Winter Park.

14. OUC shall notify Winter Park of any new renewable energy projects to be implemented by OUC during the term of this Agreement and Winter Park may opt out of participating in the project and monthly Fuel Charge will be adjusted to preclude any impact of such projects. Winter Park must provide its written notice to opt out of any such project within sixty (60) day after notice from OUC.

(d) The monthly Fuel Cost shall not include the allocation of any OUC labor expenses nor shall include the allocation of any professional services that OUC may utilize in the management of fuel procurement except as required for execution of activities in items (c)1-(c)14 above and if these amounts are included in the calculation of retail fuel. The Monthly Fuel Cost shall not include any of the costs or proceeds from any hedging activities.

(e) The monthly Energy Sales shall be the sum of retail sales and sales to wholesale customers with firmness equivalent to OUC retail load, including the Monthly Wholesale Electric Energy provided to Winter Park less any generation from renewable resources excluded pursuant to the provisions of items in (c)1-(c)14 above.

OUC shall invoice Winter Park based on an estimated monthly Fuel Energy Rate calculated on forecasted monthly Fuel Cost and forecasted Monthly Energy Sales. The difference between the actual and billed monthly Fuel Energy Charge will be subject to a true-up. This true-up will be charged or credited on the second month following the estimate month period by a dollar amount equal to the difference between the billed monthly Fuel Energy Charge and the monthly Fuel Energy Charge based on actual Monthly Fuel Cost and actual monthly Energy Sales.

Section 2 Demand Rate. The Demand Rate will be as follows:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Section 3 [REDACTED]

Section 4 Transmission Costs as defined in Agreement.

APPENDIX B

REQUIRED APPROVALS AND AGREEMENTS

OUC

1. Approval of this Agreement by the OUC Board.

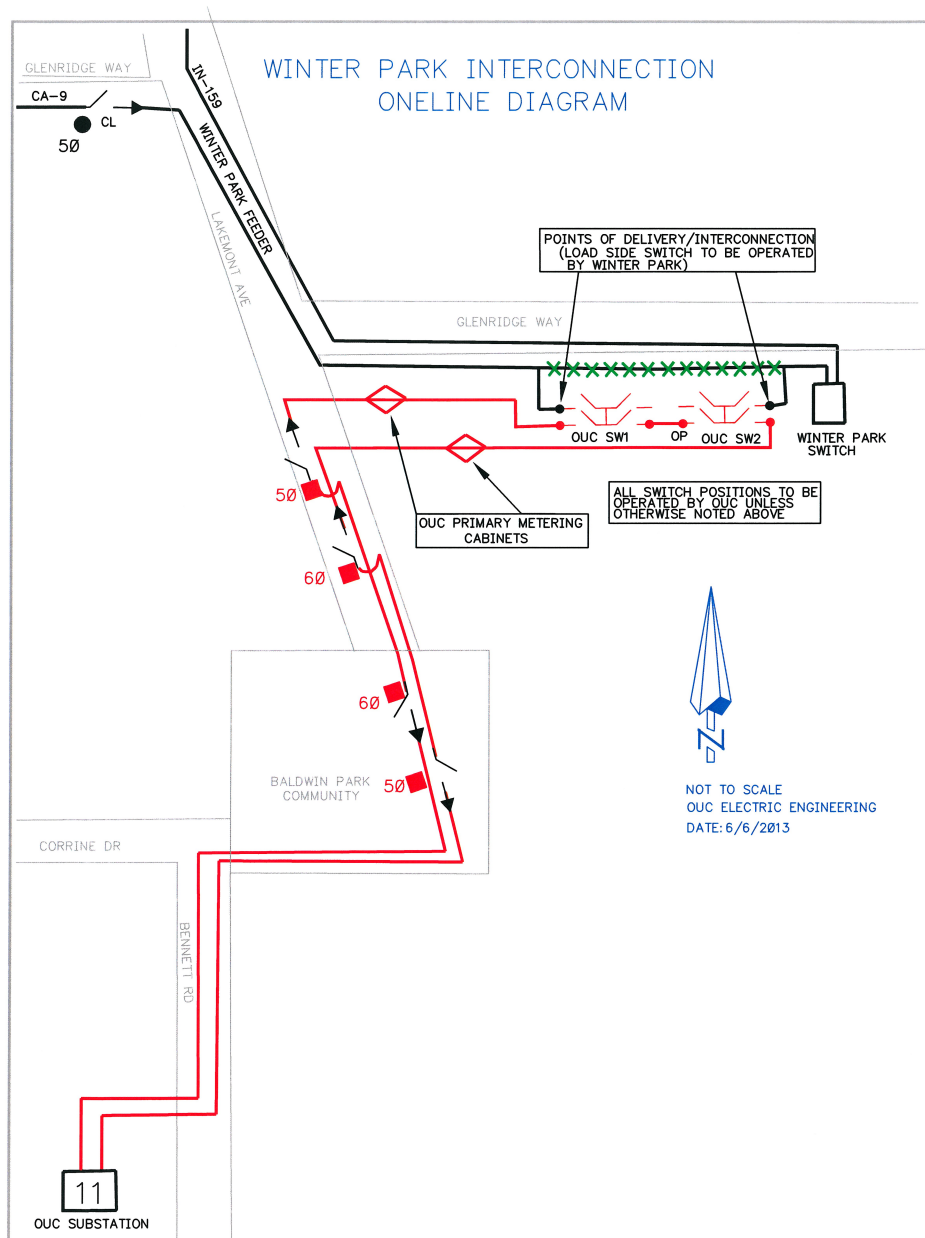
Winter Park

1. Approval of this Agreement by the City Commission of Winter Park.

APPENDIX C DELIVERY POINTS

Delivery Points may be added or deleted upon the mutual written agreement of the Parties.

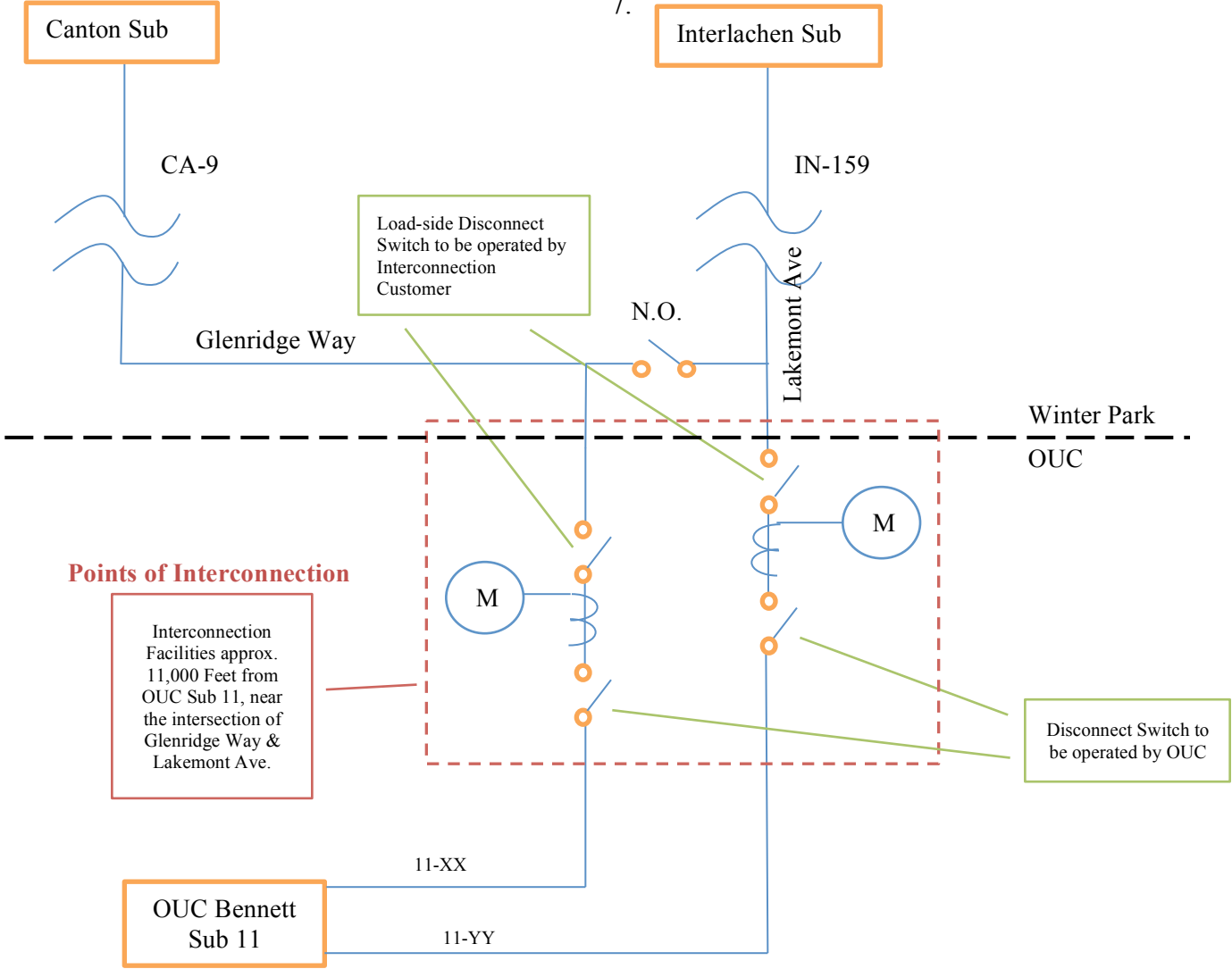
1. OUC interconnection point with Winter Park distribution circuit CA-009
2. OUC interconnection point with Winter Park distribution circuit IN-159



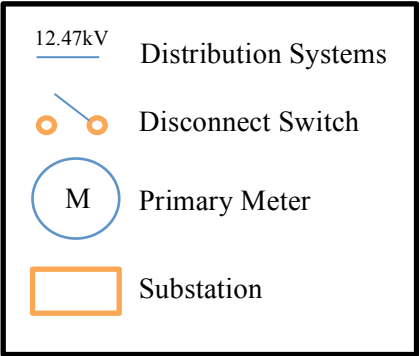
3.

4. Generic One-line Diagram Depicting the Distribution Systems
5. and Interconnection Facilities

6.
7.



Legend



APPENDIX D

FORM OF SERVICE DATE ACKNOWLEDGMENT

The City of Winter Park and Orlando Utilities Commission, parties to that certain Agreement for Partial Purchase and Sale of Electric Energy and Capacity dated, _____, 2013 (the "Agreement") hereby acknowledge that the "Service Date" under the Agreement is January 1, 2014.

City of Winter Park

Orlando Utilities Commission

By: _____ By: _____

Name: _____ Name: _____

Its: _____ Its: _____

Date: _____ Date: _____

APPENDIX E

SAMPLE BILL

APPENDIX F

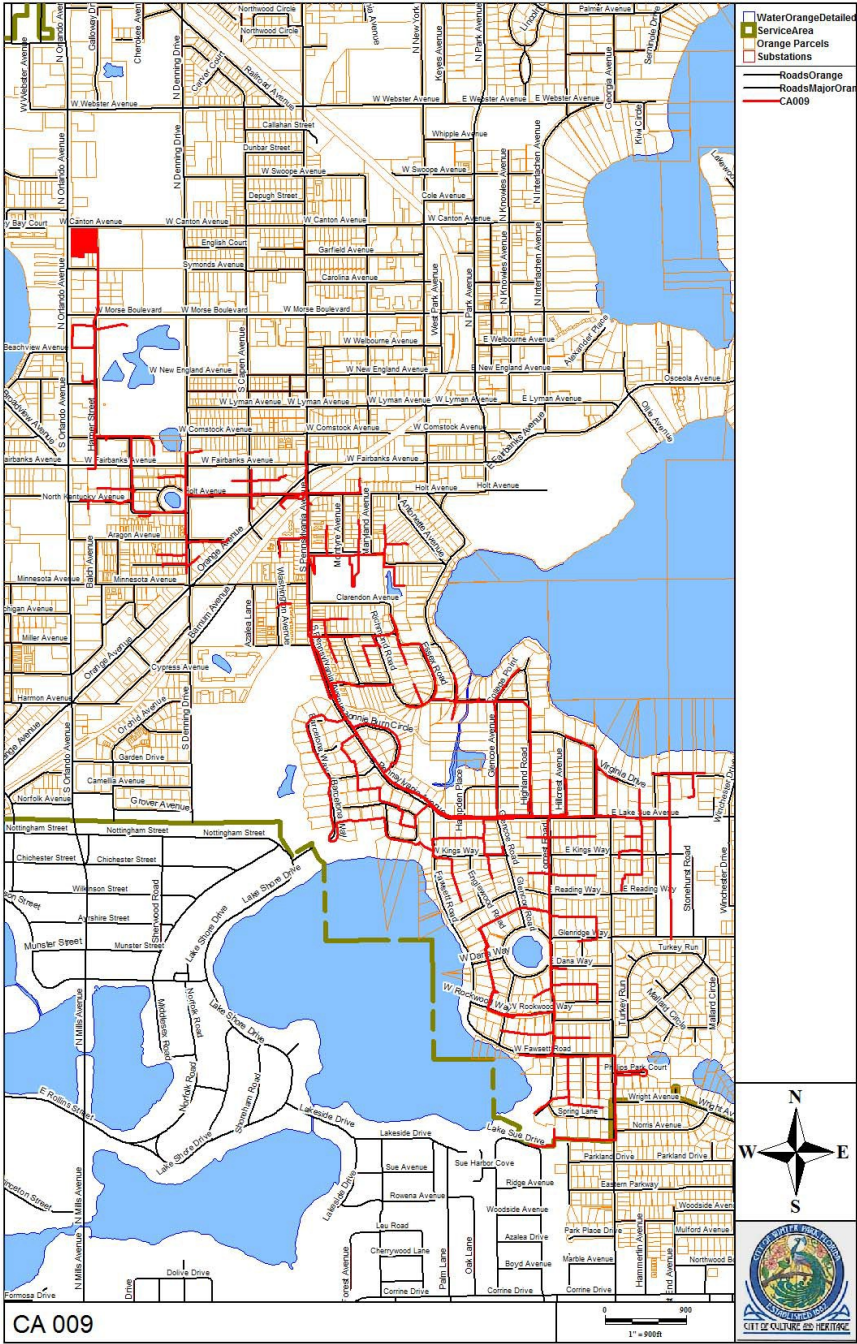
LIMITATION OF LIABILITY

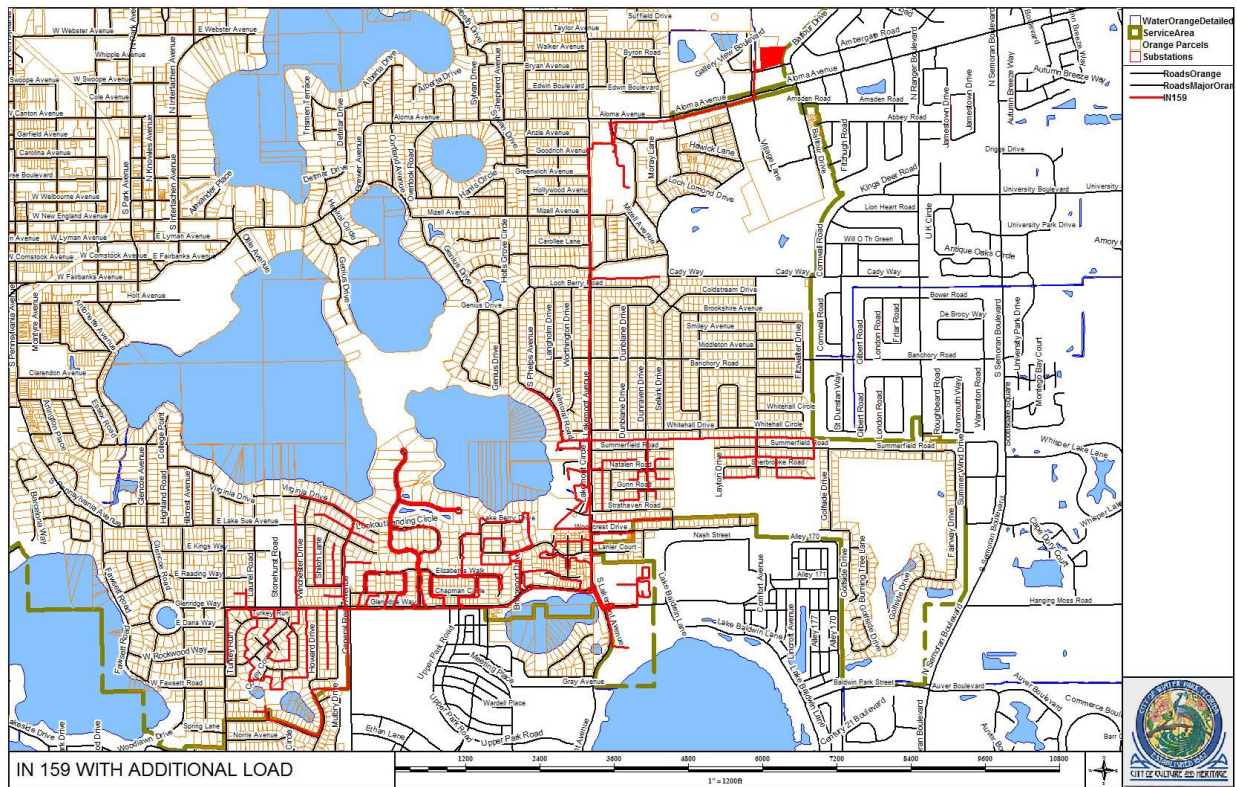
1. The limitation of liability applicable to either Party under Section 17.2, is as follows:

[illegible]

APPENDIX G
WINTER PARK LOAD DIAGRAM

CA 009





IN THE CIRCUIT COURT OF THE NINTH
JUDICIAL CIRCUIT IN AND FOR
ORANGE COUNTY, FLORIDA

CITY OF WINTER PARK, FLORIDA, a
Florida municipal corporation,

CASE NO.: 2013-CA-006917-O

Plaintiff,

v.

MAXMEDIA OUTDOOR
ADVERTISING, LLC, a Florida limited
liability corporation, ORANGE
COUNTY, FLORIDA, a political
subdivision of the State of Florida,
DANIEL BELLOWS, BENJAMIN
PARTNERS, LTD., a Florida limited
partnership, CLEAR CHANNEL
OUTDOOR INC., a Delaware corporation,
and MELANIE D. SPIVEY
MONZADEH,

Defendants.

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement") is made and entered into by and among **MAXMEDIA OUTDOOR ADVERTISING, LLC**, a Florida limited liability company ("Maxmedia"), **BENJAMIN PARTNERS, LTD.**, a Florida limited partnership ("Benjamin"), **DANIEL B. BELLOWS** ("Bellows"), **CLEAR CHANNEL OUTDOOR, INC.**, a Delaware corporation ("Clear Channel"), **CITY OF WINTER PARK, FLORIDA**, a Florida municipal corporation ("City"), and **MELANIE D. SPIVEY MONZADEH, A/K/A MELANIE D. SPIVEY, A/K/A MELANIE D. SPIVEY MOINZADEH** ("Monzadeh").

WITNESSETH:

WHEREAS, Maxmedia, Benjamin, Bellows, Clear Channel, City, and Monzadeh desire to settle the above styled action (the "Action") upon the terms and subject to the conditions contained herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and considerations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties intending to be legally bound do hereby declare, covenant and agree for themselves, their heirs, successors and assigns as follows:

1. Recitals. The above recitals are incorporated herein by reference as if fully set forth herein.
2. Definitions. For the purposes of this Agreement, the following terms and variations thereof shall have the meanings specified or referred to in this Section 2:
 - a) "Action" – as defined in the first recital of this Agreement.
 - b) "Agreement" - as defined in the first paragraph of this Agreement.
 - c) "Assignment of Billboard Rights" – as defined in Section 7 of this Agreement.
 - d) "Bellows" – as defined in the first paragraph of this Agreement.
 - e) "Benjamin" - as defined in the first paragraph of this Agreement.
 - f) "Billboard Agreement" – as defined in Section 6 of this Agreement.
 - g) "Billboard Lease" – as defined in Section 5 of this Agreement.
 - h) "City" – as defined in the first paragraph of this Agreement.
 - i) "Claims" – as defined in Section 9 of this Agreement.
 - j) "Clear Channel" - as defined in the first paragraph of this Agreement.
 - k) "Closing" – as defined in Section 11 of this Agreement.

- l) “Dismissal” – as defined in Section 12 of this Agreement.
- m) “Effective Date” – as defined in Section 16.a of this Agreement.
- n) “Maxmedia” - as defined in the first paragraph of this Agreement.
- o) “Monzadeh” – as defined in the first paragraph of this Agreement.
- p) “Monzadeh Property” – the real property located at 1531 Lee Road, Winter Park, FL, which is legally described in Exhibit “A” attached hereto and incorporated herein by reference.
- q) “Old Signs” – as defined in Section 7 of this Agreement.
- r) “Order Abating Action” – as defined in Section 3 of this Agreement.
- s) “Ravaudage PD” – the planned development contemplated by the decision of the Board of County Commissioners, Orange County, Florida, dated May 24, 2011, and the land use plan attached thereto and incorporated therein by reference.
- t) “Release of Property Rights” – as defined in Section 8 of this Agreement.
- u) “Sign Structure” – the above ground portion of a billboard or sign, limited to the interrelated materials, such as beach, poles, and stringers which are constructed for the purpose of displaying a message, but which does not include any foundations or other materials placed below the ground.
- v) “Swap Agreement” – as defined in Section 4 of this Agreement.
- w) “Swap Property” – the real property located at 1621 Lee Road, Winter Park, Florida, which is legally described in Exhibit “B” attached hereto and incorporated herein by reference.

- w) "White & Luczak" - White & Luczak, P.A., 558 West New England Avenue, Suite 240, Winter Park, FL 32789; Attn.: M. Bradley Luczak.

3. Abatement of Action. All parties to this litigation hereby agree and consent to the entry of the stipulated order abating the Action ("Order Abating Action"), a copy of which is attached hereto and incorporated herein by reference, marked Exhibit "C".

4. Swap Agreement. Contemporaneous with the execution of this Agreement, Benjamin and Monzadeh shall execute and deliver the land swap agreement (the "Swap Agreement"), a copy of which is attached hereto and incorporated herein by reference, marked as Exhibit "D".

5. Billboard Lease. Contemporaneous with the execution of this Agreement, Monzadeh, as landlord, and Maxmedia, as tenant, shall execute and deliver the billboard lease agreement (the "Billboard Lease"), a copy of which is attached hereto and incorporated herein by reference, marked as Exhibit "E".

6. Billboard Agreement. Contemporaneous with the execution of this Agreement, Clear Channel and City shall execute and deliver the billboard agreement (the "Billboard Agreement"), a copy of which is attached hereto and incorporated herein by reference, marked as Exhibit "F".

7. Removal of Old Signs. Attached as Exhibit "F-1" is a list of sign faces and Sign Structures, by location, which the parties agree have already been removed or which will be removed under the terms of this Agreement, consisting of signs at 1531 Lee Road, 1561 Lee Road, Tom & Jerry's site on 17/92, Ale House site at the corner of 17/92 and Lee Road, and 1121 N. Orlando Avenue ("Old Signs"). In Exhibit "F-2", Clear Channel represents and

warrants that all of the sign faces and Sign Structures listed in Exhibit "F-1" are owned by Clear Channel. In Exhibit "F-2", Clear Channel agrees that the sign faces and Sign Structures shall be removed in the manner and upon the conditions set forth below:

- a) All signs shall be removed within thirty (30) days following the issuance of all final and unappealable building permits and approvals from any required governmental entities. Clear Channel and Maxmedia shall apply for required permits to erect the signs called for in paragraphs 5 and 8 (Exhibits "E" and "G"), and paragraph 6 (Exhibit "F") within twenty-one (21) calendar days of the Effective Date of this Agreement. They shall each continuously and diligently prosecute and pursue all of such required permits.
- b) In order to be counted as a sign removed pursuant to this Agreement, the entire Sign Structure must be removed.
- c) In Exhibit "F-2", Clear Channel agrees that prior to removal of each Sign Structure, Clear Channel shall obtain a permit from the City or applicable jurisdiction of record. It is also set forth in Exhibit "F-2" that Clear Channel shall also furnish proof of removal of the Sign Structure in the form of photographs showing the sign locations before and after the structure is removed until removal is required.
- d) Prior to such removal, Bellows and/or Benjamin and any other required parties shall execute and deliver to Clear Channel the Lease Termination Agreements and Easement Termination Agreement in the forms attached hereto as Exhibit F-3(a), (b), and (c) respectively.

8. Assignment of PD Billboard Rights. At Closing, Benjamin shall execute and deliver the assignment of its rights under the Ravaudage PD to erect an LCD billboard at 1621 Lee Road, Winter Park, Florida to Maxmedia and Monzadeh ("Assignment of Billboard Rights") that is attached hereto and incorporated herein by reference as Exhibit "G".

9. Clear Channel Release of Property Rights. At Closing, Clear Channel shall execute and deliver the release of its property rights ("Release of Property Rights") to Bellows and Benjamin in which Clear Channel releases any and all of its easements and other property rights to any portion of the Ravaudage PD, including (without limitation) its property rights related to the Old Signs, that is attached hereto and incorporated herein by reference as Exhibit "H".

10. Claims. As used herein, "Claims" shall mean any and all claims, debts, liabilities, demands, suits, proceedings, sums of money, accounts, actions or causes of action (including any claims for declaratory or injunctive relief, challenges or appeals of any decision of the City, claims for damages, consequential damages, lost profits, court costs, attorneys' fees, expert fees and costs, or punitive damages), arising from, connected with, resulting from or related to the Action, any wrongful taking, deprivation of property rights, inverse condemnation, Bert Harris claims, or tortious interference related to the City's actions to date including, but not limited to, City's annexation of property, any prior permits or stop work orders or letters or demands to stop work issued by City, or the events and circumstances that led to or are the subject matter of the Action, including, but not limited to, the annexation of property into City, the issuance of permits by City, any challenges to those permits, and any prior litigation to quiet title or determine the rights of the parties regarding the Clear Channel billboard at 1509/1531 Lee Road, Winter Park, Florida, which was taken down in December

2012.

11. Special Release. Each party to this Agreement does hereby release, remise, acquit, satisfy and forever discharge every other party to this Agreement, their subsidiaries, affiliates, former and present parent companies, directors, officers, servants, agents, attorneys, employees, affiliates' employees, stockholders, successors, divisions, related companies, and assigns from the Claims. Additionally, the parties all release the City of Winter Park from any and all claims in condemnation, taking, Bert Harris and otherwise release the City from all actions and claims for damages arising out of any action or matter from the beginning of time through the Effective Date.

12. Closing. The closing (the "Closing") of the settlement contemplated hereby will be on _____, 2013 (the "Closing Date"), or on such other date as the parties may agree. The Closing shall occur at the offices of White & Luczak, or at such other place as the parties may agree. The Closing shall be conducted "by mail".

13. Dismissal. At Closing, the counsel for the parties shall execute and deliver the joint stipulated voluntary dismissal of the litigation with prejudice (the "Dismissal"), a copy of which is attached hereto and incorporated herein by reference as Exhibit "I".

14. Conditions Precedent.

- a) Benjamin and Bellows's obligation to settle the Action and to take the other actions required to be taken by Benjamin and Bellows at the Closing is subject to the satisfaction, at or prior to the Closing of each of the following conditions (any of which may be waived by Benjamin and Bellows, in whole or in part):
- b) City's obligation to settle the Action and to take the other actions required to be taken by City at the Closing is subject to the satisfaction, at or prior to the

Closing of each of the following conditions (any of which may be waived by City, in whole or in part):

- c) Clear Channel's obligation to settle the Action and to take the other actions required to be taken by Clear Channel at the Closing is subject to the satisfaction, at or prior to the Closing of each of the following conditions (any of which may be waived by Clear Channel, in whole or in part):

- d) Maxmedia's obligation to settle the Action and to take the other actions required to be taken by Maxmedia at the Closing is subject to the satisfaction, at or prior to the Closing of each of the following conditions (any of which may be waived by Maxmedia, in whole or in part):

- e) Monzadeh's obligation to settle the Action and to take the other actions required to be taken by Monzadeh at the Closing is subject to the satisfaction, at or prior to the Closing of each of the following conditions (any of which may be waived by Monzadeh, in whole or in part):

- i. Clear Channel shall have removed the double-sided billboards, to the extent they have not been taken down already, as well as all Sign Structures at 1561 Lee Road, the Tom & Jerry's site on 17/92 and the Ale House site at the corner of 17/92 and Lee Road. These Sign Structures shall be removed at the sole expense of Clear Channel in accordance with Section 7(a) of this Agreement. If Clear Channel fails to remove the Sign Structures within that period of time, the City of Winter Park may bring a legal action to enforce this requirement and the City shall be entitled to obtain an injunction, and recover its reasonable

attorneys' fees for such enforcement action, or the City can choose to remove the sign structures and recover the cost from Clear Channel.

Clear Channel agrees that an injunction compelling it to take down these Sign Structures is appropriate, and that the City will have no remedy at law that is adequate unless Clear Channel is enjoined to bring these signs and structures down.

- ii. By entering this Agreement, the City of Winter Park acknowledges and agrees that Clear Channel shall have the right to modify that certain double-sided billboard adjacent to I-4 at 2329 W. Fairbanks ("the 2339 W. Fairbanks Property") by replacing the static side with a digital side. The City will process and approve all permits and entitlements within the City's jurisdiction that it may be required to issue to allow for this modification to occur promptly, assuming Clear Channel submits a complete acceptable application consistent with state law, City Code, industry standards and this Agreement.

- iii. By entering this Agreement, the City of Winter Park acknowledges and agrees that Clear Channel shall have the right to modify that certain double-sided billboard adjacent to I-4 at 2605 Braden Drive (the "2605 Braden Drive Property") by replacing the static side with a digital side. The City will process and approve all permits and entitlements within the City's jurisdiction that it may be required to issue to allow for this modification to occur promptly, assuming Clear Channel submits a complete acceptable application consistent with state law, City Code,

industry standards and this Agreement.

~~iv. The City vesting the 2339 W.Fairbanks Property and the 2605 Braden Drive Property with an absolute, unconditional, and perpetual right for a double sided LED off site advertising billboard with approximate dimensions of 14' x 48' on the existing structures currently constructed on the 2339 W.Fairbanks Property and the 2605 Braden Drive Property, subject to continued compliance pertaining to such use.~~

iv. The City agreeing to timely permit and inspect any billboard constructed, ~~pursuant to such vested rights,~~ and to timely issue a Certificate of Occupancy Completion if any such billboard complies with applicable building codes, City Codes and this Agreement.

v. Electronic Sign Performance Standards. The billboards to be erected ~~may only be permitted, constructed, and operated in accordance with the following standards:~~

- The signs must not exceed an overall height of *** feet from site grade.
- The signs must be set back at least *** feet from the road.
- The signs must meet all FDOT outdoor advertising sign separation requirements.
- The minimum spacing between the electronic signs and another billboard sign with faces visible from the same driving direction along the roadway shall comply with the requirements of F.S.

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479.07(9)(a)(1). The distance shall be measured from the nearest point of the signs as projected to the centerline of the roadway upon which the signs are intended to be viewed to the nearest point of the other sign as measured to its closest point as projected to the centerline along the same roadway.

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- The electronic sign faces shall not contain the following: (i) movement, or the appearance or optical illusion of movement, (ii) movement of any part of the sign structure, design, or pictorial segment of the sign, and (iii) the movement or the appearance of movement of any illumination or the flashing, scintillating or the varying of light intensity.

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- The signs must not be illuminated in such a manner so as to cause glare or to impair the vision of motorists or otherwise distract motorists so as to interfere with motorists' ability to safely operate their vehicles. The signs shall not be of such intensity or brilliance that they interfere with the effectiveness of an official traffic sign, device or signal. Otherwise, the signs shall comply with the lighting requirements of the State of Florida, including Ch. 479, Florida Statutes, and Rule 14-10, Florida Administrative Code, which currently prohibit moving light.

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- Lighting levels from the electronic sign faces will not exceed 0.3 foot candles over ambient levels, as measured using a foot candle meter at a pre-set distance of 250 feet from the base of the sign structure. The

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measurement of the brightness level must be taken with the meter aimed directly at the billboard sign face from the applicable preset distance. As limited by the above standards, the signs shall not be brighter than is necessary for clear and adequate visibility. At the time of sign permit application, Clear Channel must submit a certification to the Building Official that this standard has been satisfied. Maxmedia must submit this certification at time of Certificate of Completion. The electronic signs' operating systems shall contain light sensing devices to adjust brightness as ambient light conditions change in order to insure that the message meets the brightness standards set forth in the preceding sentence.

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- The signs shall not scroll, contain copy that flashes, or feature motion pictures.
- The "dwell time," defined as the interval of change between each individual message, shall be eight (8) seconds in duration; provided, however, that Clear Channel and Maxmedia may program dwell times greater than eight (8) seconds in their sole discretion. The dwell time shall not include the time required to change a message.
- The sign faces must change instantaneously and imperceptibly.
- The signs must include a default mechanism or setting that will cause the sign face to turn off or freeze in one position at a brightness no brighter than normal operation if a malfunction or failure (meaning any unintended interruption in message sequencing) occurs.

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- No embellishments or cutouts may be utilized on the signs.

~~d) Maxmedia's obligation to settle the Action and to take the other actions required to be taken by Maxmedia at the Closing is subject to the satisfaction, at or prior to the Closing of each of the following conditions (any of which may be waived by Maxmedia, in whole or in part):~~

~~e) Monzadeh's obligation to settle the Action and to take the other actions required to be taken by Monzadeh at the Closing is subject to the satisfaction, at or prior to the Closing of each of the following conditions (any of which may be waived by Monzadeh, in whole or in part):~~

15. Further Assurances. The parties agree to execute such instruments and documents and to diligently undertake such actions as may be required in order to consummate the settlement herein contemplated, and shall use good faith efforts to accomplish the settlement in accordance with the provisions hereof.

16. Waiver of Rights to Contest or Appeal. Each of the parties to this Agreement expressly waives their rights under any federal, state, or local laws, rules, regulations, or ordinances, or otherwise existing under common law to contest or appeal any agreement or instrument attached as an Exhibit to this Agreement, or any permit issued as a result of such agreement or instrument. Nothing herein shall prevent a party from enforcing any agreement or instrument against any other signatory to that document in accordance with the terms and provisions of such document. And, nothing herein shall be deemed to be a waiver of the City of Winter Park's sovereign immunity.

17.- Miscellaneous.

- a) Effective Date. This Agreement shall be effective as of the date on which the last of the parties to sign this Agreement actually signs it, as evidenced by the date beneath such party's signature to this Agreement (the "Effective Date"). If this Agreement has not been signed by all of the parties by 5:00 p.m., on the ___ day of _____, 2013, then any prior offer to enter into this Agreement shall automatically be deemed to have been terminated and, as a consequence, this instrument shall be null and void.
- b) Valid Consideration. The parties hereto warrant, represent and acknowledge that this Agreement is executed and delivered by the parties hereto for adequate consideration and value and is valid, binding and enforceable in accordance with its terms.
- c) No Duress. The parties hereto warrant, represent and acknowledge that they have executed and delivered this Agreement without any duress or wrongful pressure whatsoever imposed by any party hereto or by any other person or entity acting on behalf of or in connection with any party hereto or by any independent third party, and that this Agreement has been executed as the free act and deed of the parties hereto.
- d) Benefit of Counsel. The parties hereto warrant, represent and acknowledge that they have had ample time and opportunity to review the form of this Agreement prior to its execution and delivery and that they have executed and delivered this Agreement following adequate opportunities for full discussion with legal counsel.

e) Entire Agreement; No Oral Agreements Limiting Scope of Enforcement.

The parties hereto acknowledge, warrant and represent that the effect of this Agreement is not subject to any condition that has not been satisfied fully and completely as of the Effective Date. There are no other agreements between the parties hereto, either oral or in writing, that impair the scope of this Agreement or its validity, binding effect, or enforceability in any respect whatsoever.

f) Forum Selection. Any dispute arising under this Agreement shall be decided before the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida, provided it has subject matter jurisdiction. Otherwise the dispute shall be decided before the county court in and for Orange County, Florida.

g) Additional Actions. The parties agree to take such additional actions, including the execution and delivery of any additional documents, reasonably necessary to effectuate the provisions of the Agreement.

h) No Interpretation of Captions or Headings. The captions and headings within this Agreement are for ease of reference only and are not intended to create any substantive meaning or to modify the terms and clauses either following them or contained in any other provision of this Agreement.

i) Neutral Interpretation. The parties have had an opportunity to review the terms and conditions of this Agreement with legal counsel and are entering into this Agreement fully informed of all duties, obligations and ramifications of all terms and conditions contained herein, and do agree to abide by and honor all said terms and conditions within this Agreement. Because this Agreement is the

|

result of the joint effort of the parties to resolve the matters herein and the parties have had benefit of counsel, it should not be construed more strictly against any one party.

- j) Waiver of Trial by Jury. The parties knowingly, voluntarily and intentionally waive the right they may have to a trial by jury with respect to any litigation based hereon, or arising out of, under or in connection with this Agreement, any document contemplated to be executed, or any underlying matter, course of dealing, statement (whether verbal or written) or action of the parties.
- k) No Admissions Regarding the Existence of Claims or Defenses. It is expressly understood and agreed by all parties hereto that this Agreement is entered into for the purpose of avoiding litigation, and for the purpose of settlement and the request of the parties hereto that one another execute this Agreement does not constitute an admission by the parties hereto of the existence of any claim or defense on behalf of the parties hereto or any other person or entity.
- l) Multiple Counterpart Originals. This Agreement may be signed in two or more counterparts, each of which shall be deemed an original but all of which, when taken together, shall constitute one and the same instrument. Either an electronic copy or a facsimile copy of this Agreement and any signatures thereon shall be considered for all purposes as an original.
- m) Amendment and Waiver. No provisions hereof may be amended or waived other than by written document executed and delivered by the parties hereto.

- n) Applicable Law. This Agreement shall be governed in all respects by the laws of the State of Florida, in which state it has been negotiated, executed and delivered.
- o) Binding Effect. This Agreement shall bind the parties hereto, and their respective heirs, successors and assigns.
- p) Severability. Should any provision of this Agreement be invalid or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.
- q) Time. Time is of the essence of this Agreement.
- r) Attorneys' Fees. Each party will bear its own attorneys' fees and costs incurred in connection with the Action.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

"BELLOWS"

Name:

Title: _____

Daniel B. Bellows

Dated: _____

Dated: _____

"CLEAR CHANNEL"

"CITY"

CLEAR CHANNEL OUTDOOR, INC.,
a Delaware corporation

CITY OF WINTER PARK, FLORIDA,
a Florida municipal corporation

By: _____

By: _____

“BENJAMIN”

“MAXMEDIA”

BENJAMIN PARTNERS, LTD.

By: Bennett Ave. Company, Inc., its General Partner

By: _____

Name: Daniel B. Bellows

Title: President

Dated: _____

Name: _____

Title: _____

Dated: _____

MAXMEDIA OUTDOOR ADVERTISING, LLC,
a Florida limited liability company

By: _____

Name: _____

Title: _____

Dated: _____

|

<p>“MONZADEH”</p> <p>_____ Melanie D. Spivey Monzadeh, a/k/a Melanie D. Spivey, a/k/a Melanie D. Spivey Moinzadeh</p> <p>Dated: _____</p>	<p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
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[Notarial acknowledgments begin on the following page]

DRAFT

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STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing was acknowledged before me this ____ day of November, 2013 by Daniel B. Bellows. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC:

Sign: _____
Print: _____
State of Florida at Large (Seal)
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing was acknowledged before me this _____ day of November, 2013 by Daniel B. Bellows in his capacity as President of Benjamin Ave. Company, Inc., a Florida corporation, the General Partner of Benjamin Partners, Ltd., a Florida limited partnership. He is personally known to me or he has produced _____ as identification.

NOTARY PUBLIC:

Sign: _____
Print: _____
State of Florida at Large (Seal)
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing was acknowledged before me this in ____ day of November, 2013 by _____ in his/her capacity as _____ of Clear Channel Outdoor, Inc., a Delaware corporation. He/She is personally known to me or he/she has produced _____ as identification.

NOTARY PUBLIC:

Sign: _____
Print: _____
State of Florida at Large (Seal)
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing was acknowledged before me this ____ day of November, 2013 by _____ in his/her capacity as _____ of Maxmedia Outdoor Advertising, LLC, a Florida limited liability company. He/She is personally known to me or he/she has produced _____ as identification.

NOTARY PUBLIC:

Sign: _____
Print: _____
State of Florida at Large (Seal)
My Commission Expires: _____

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STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing was acknowledged before me this ____ day of November, 2013 by _____ in his/her capacity as _____ of City of Winter Park, Florida a Florida municipal corporation. He/She is personally known to me or he/she has produced _____ as identification.

NOTARY PUBLIC:

Sign: _____

Print: _____

State of Florida at Large (Seal)

My Commission Expires: _____

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STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing was acknowledged before me this ____ day of November, 2013 by Melanie D. Spivey Monzadeh. She is personally known to me or she has produced _____ as identification.

NOTARY PUBLIC:

Sign: _____

Print: _____

State of Florida at Large (Seal)

My Commission Expires:

DRAFT

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JOINDER AND CONSENT

The heirs and beneficiaries of the Estate of Michael Monzadeh a/k/a Michael Moinzadeh join in the execution of this Agreement for the sole purpose of consenting to the terms and conditions of Section ___ of this Agreement.

Name: _____

Dated: _____

Name: _____

Dated: _____

Name: _____

Dated: _____

Name: _____

Dated: _____

|

INDEX OF EXHIBITS

Exhibit “A” - “Monzadeh Property” legal description

Exhibit “B” - “Swap Property”

Exhibit “C” - Order Abating Action

Exhibit “D” - “Swap Agreement”

Exhibit “E” - “Billboard Lease”

Exhibit “F”- “Billboard Agreement

Exhibit “F-1” – “Old Signs”

Exhibit “F-2” – Old Signs removal criteria

Exhibit “G” – “Assignment of Billboard Rights”

Exhibit “H” – “Release of Property Rights”

Exhibit “I” – “Dismissal”

TPA 511850549v1



city commission agenda item

item type	Action Item Requiring Discussion	meeting date
prepared by department division	Michelle del Valle City Management	approved by <input checked="" type="checkbox"/> City Manager <input checked="" type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	final vote

subject

Addendum 2, Contract RFP -6-2009, Garbage and Recycling Collection Services

motion | recommendation

Authorize the Mayor to sign addendum 2, allowing existing single family residential customers to be exempted from the current franchise agreement.

background

The City entered into our current franchise agreement with Waste Pro in April 2009. The agreement runs for seven years, through April 2016. The agreement calls for Waste Pro to be the exclusive hauler of construction and demolition debris with two exclusions to the agreement; (1) contractors hauling their own waste and (2) all commercial recycling (which is regulated by state law). As the construction market has improved, both Waste Pro and City staff have noticed an increased number of non-franchised containers popping up around town. The Building Official recently sent a notice to contractors who regularly do business in Winter Park reminding them of the City's franchise agreement with Waste Pro and the City's ordinance related to construction and demolition removal. In the notice, we indicated that the City would begin actively enforcing the franchise beginning January 15, 2014. This extension was provided to allow contractors to complete projects that are currently underway and to bid future jobs based on complying with the franchise agreement.

As a result of the notice, many contractors expressed concern to the City Commission regarding the enforcement of the franchise. The City Commission asked staff to consider alternatives. Staff was already working with Waste Pro on preparing a revised franchise to improve residential recycling and shared commercial containers. Waste Pro has agreed to temporarily exclude existing single family residential customers from the construction roll off requirement of the franchise until the revised agreement can be formalized. It is anticipated a revised agreement will be available for consideration in Spring 2014.

As we work towards a permanent solution staff will provide more detailed information about the pro's and con's of requiring an exclusive franchise and provide a list of other cities and how they handle construction roll off disposal.

alternatives | other considerations

Enforce the current franchise agreement

fiscal impact

The City receives a 15% franchise fee on roll off containers serviced through the franchise agreement.

long-term impact

N/A

strategic objective

Quality City Services

AMENDMENT NUMBER 2
CONTRACT RFP-6-2009, GARBAGE AND RECYCLING COLLECTION SERVICES

Contract effective date: February 28, 2011

1. Notwithstanding any provision in the Contract, from the date this Amendment Number 2 is last signed below, and until the Contract is further amended or the term of it has expired, the franchise and exclusivity provided for in the Contract shall not apply to residential construction debris waste hauling and waste disposal service(s). The term and scope of "residential" shall extend to all remodeling, construction, repair and maintenance work with respect to, or on, existing single family dwelling units, duplexes and triplexes.

2. All other provisions of the Contract shall remain in full force except as amended pursuant to this Amendment Number 2.

WASTE PRO

Signature

Printed Name

Title

Date

CITY OF WINTER PARK

Kenneth Bradley, Mayor

Attest:

Cindy Bonham, City Clerk

Date



city commission public hearing

item type	Public Hearing	meeting date	November 25, 2013
prepared by department division	Jeff Briggs Planning Department	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	Planning and Zoning Board	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	7-0 final vote

Subject: Request of Ramber Arlington LLC for Subdivision or Lot Split approval to divide the property at 1280 Arlington Place into two lots.

Mr. Alan Berman (Ramber Arlington LLC) is the owner (since 2006) of the property at 1280 Arlington Place. He is requesting subdivision or lot split approval to divide the property into two single family lots. The zoning is R-2. The property is now vacant. Variances are requested for each lot to be 45 feet in width in lieu of the minimum 50 feet of lot width requirement.

Planning and Zoning Board Recommendation:

Motion made by Mr. Gottfried, seconded by Mr. Sacha to approve the subdivision/lot split to divide the property at 1280 Arlington Place into two lots. Each lot is to have 45 feet of lot width and 6,750 square feet of lot area and would be restricted to use as a single family home. The motion included a request that the applicant explore a common center driveway leading to garages in the rear.

Motion carried unanimously with a 7-0 vote.

Summary:

This is a different type of lot split request because the applicant is not asking for any additional units or any added building density. The property at 1280 Arlington Place is zoned R-2 and it is 90 feet wide and 13,500 sq. ft. Under the R-2 zoning, which permits one unit for each 4,000 square feet of land, the owner could build a three unit townhouse project on this property of 13,500 sq. ft. The property could also be used for a two unit townhouse. That was their original intent for redevelopment of this property but they would be 'attached' units.

This subdivision request is to split the property into separate 45 foot wide lots so that they may be used for two independent single family homes. The applicant believes that they will be more successful marketing their product as 'stand-alone' single family homes versus attached townhouse units. Even though they are giving up one added unit (three townhouses versus two single family homes) they believe the market is stronger for that type of product.

In the R-2 zoning, the minimum lot width for a single family lot is 50 feet and the minimum lot size is 6,000 sq. ft. of lot area. Each of these proposed lots will have 6,750 sq. ft. of lot area but only 45 feet of lot width, thus the variance request. From the staff's perspective, the lot width variance is immaterial given that the request represents less unit density and is compatible with the street character.



CITY OF WINTER PARK Planning & Zoning Board

**Regular Meeting
City Hall, Commission Chambers**

**November 5, 2013
6:00 p.m.**

MINUTES

REQUEST OF RAMBER ARLINGTON LLC FOR: SUBDIVISION OR LOT SPLIT APPROVAL TO DIVIDE THE PROPERTY AT 1280 ARLINGTON PLACE, ZONED R-2, INTO TWO LOTS.

Planning Manager Jeffrey Briggs presented the staff report and explained that Mr. Alan Berman (Ramber Arlington LLC) has owned the subject property, which is currently vacant, since 2006. He explained that he is requesting subdivision/lot split approval to divide the property into two single family lots. He noted that the property is currently zoned R-2 and it is 90 feet wide and 13,500 sq. ft. He said that variances are requested for each lot to 45 feet in width in lieu of the minimum 50 feet of lot width requirement. He added that the applicant is not asking for any additional units or any added building density. Mr. Briggs reviewed the development standards for R-2 zoning. This subdivision request is to split the property into separate 45 foot wide lots so that they may be used for two independent single family homes. The applicant believes that they will be more successful marketing their product as 'stand-alone' single family homes versus attached townhouse units. Even though they are giving up the potential for one added unit (three townhouses versus two single family homes) they believe the market is stronger for that type of product. He said that this request is compatible with the character of the surrounding neighborhood. From the staff's perspective, the lot width variance is immaterial given that the request represents less unit density and is compatible with the street character. Staff recommended approval of the request. Mr. Briggs responded to Board member questions.

Alan Berman, the applicant, was present to address questions and concerns. He agreed with the recommendation of staff.

Mary Randall, 1007 South Kentucky Avenue, stated that she is opposed to reducing the frontage. She said that she does not feel that 45 feet is enough.

Donna Colado, 327 Beloit Avenue, expressed concern with the front facing garages for each unit, since the lots would be smaller than typical.

Georgia Roark, 1258 Arlington Place, spoke concerning responsible growth and the loss of affordable rental units in the surrounding area.

No one else wished to speak concerning the request. Public Hearing closed.

Mr. Gottfried spoke in favor of the request for two single family homes versus the potential of a two or three unit condo, indicating that the applicant was giving up the potential for a third residential unit. He did express concern about the potential for two front facing two cars garages on these narrow lots. Mr. Weldon also spoke in favor agreeing that single family homes matched the character of this street. Mr.

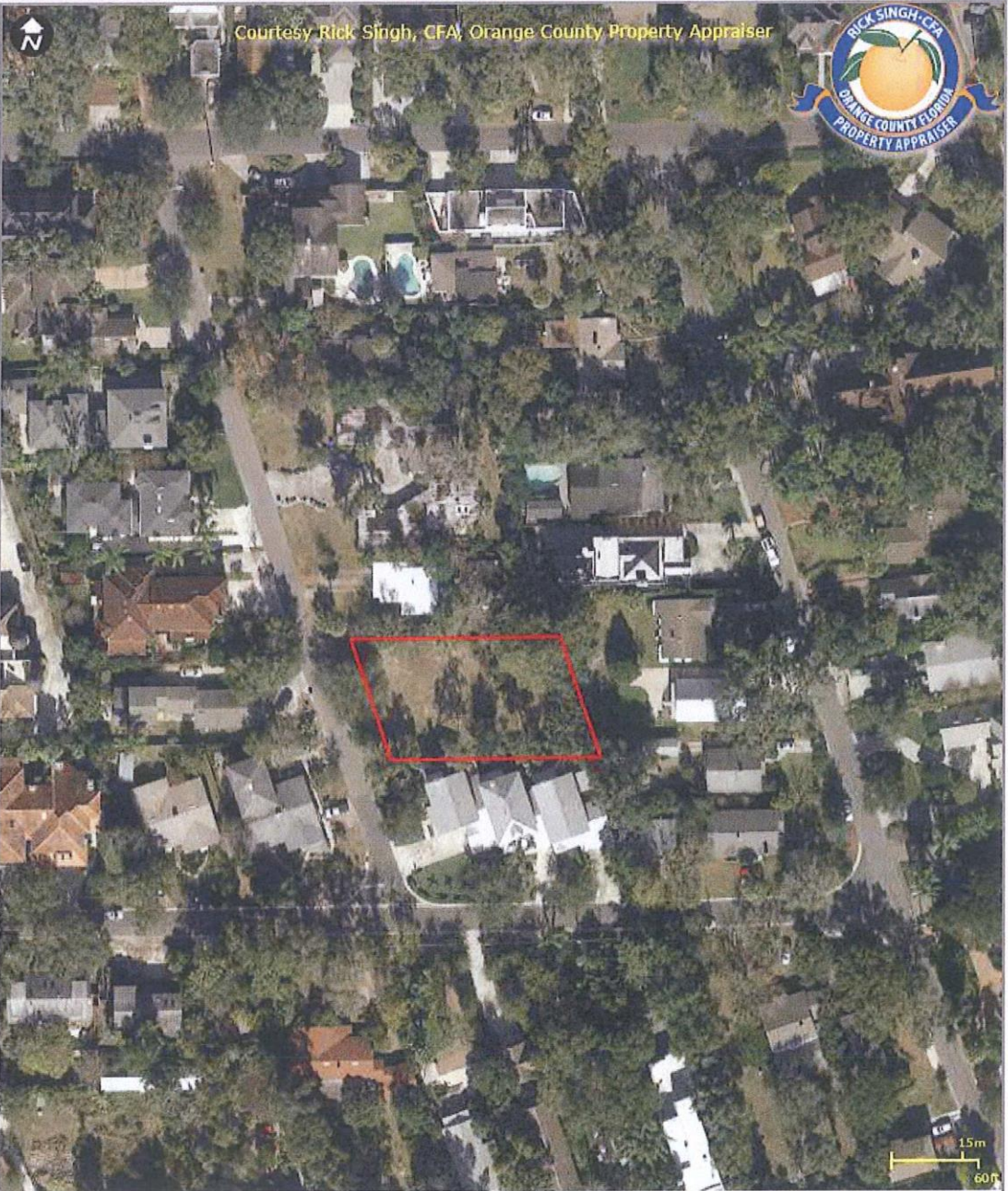
Slocum agreed that the proposed housing is more compatible in scale with the neighborhood. Mr. Sacha and Mrs. De Ciccio asked if it were possible to locate the garages on the side versus facing the street. Mr. Slocum explained that it could be done with a center shared driveway design. The Board members agreed that this was preferable but did not feel it should be mandated for this request.

Motion made by Mr. Gottfried, seconded by Mr. Sacha to approve the subdivision/lot split to divide the property at 1280 Arlington Place into two lots. Each lot is to have 45 feet of lot width and 6,750 square feet of lot area and would be restricted to use as a single family home. The motion included a request that the applicant explore a common center driveway leading to garages in the rear.

Motion carried unanimously with a 7-0 vote.

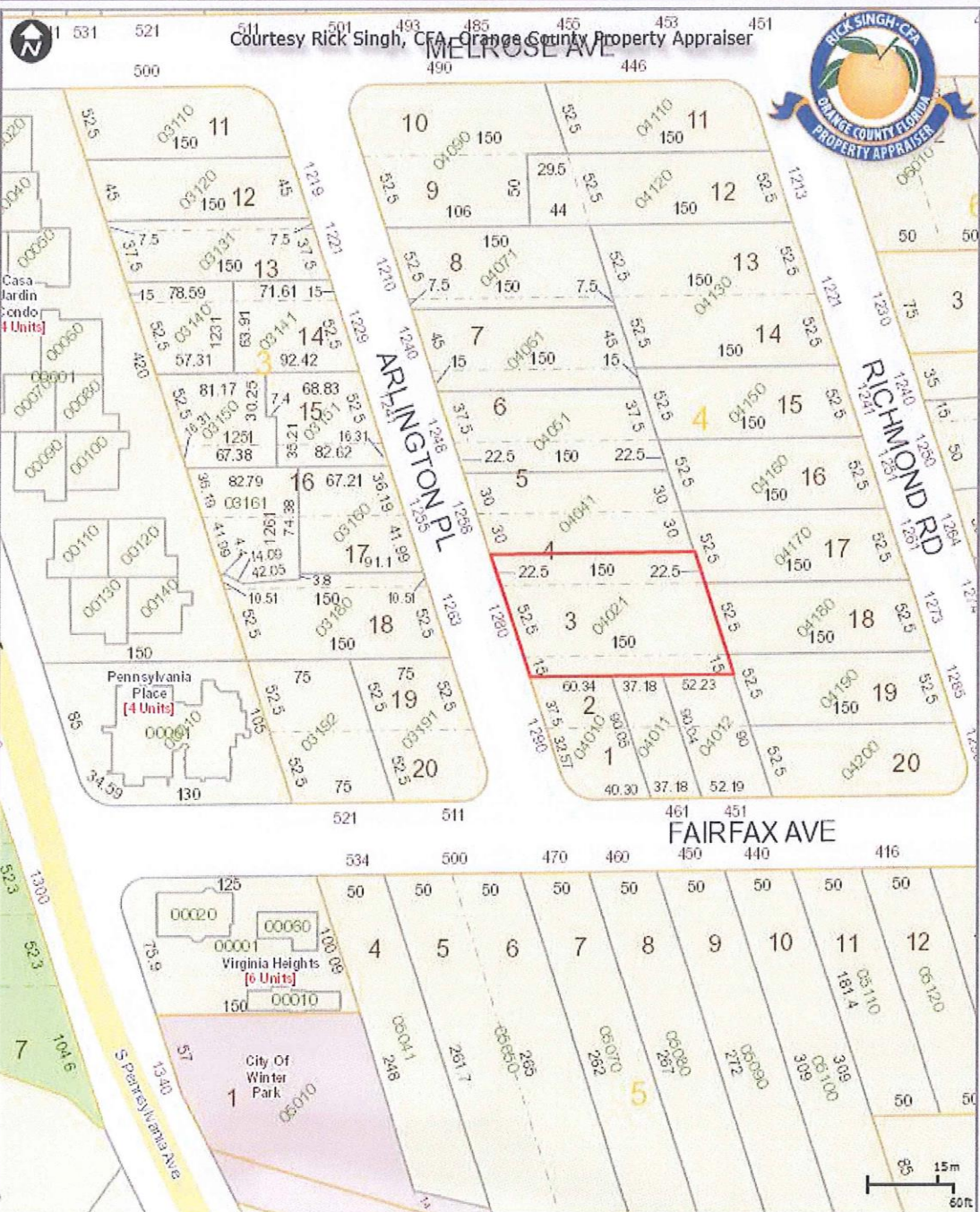
OCA Web Map

Florida Turnpike	Major Roads	Proposed Road	Residential	Commercial/Industrial/Vacant Land	Parks	6 Lot Number
Interstate 4	Public Roads	Brick Road	Agriculture	Agricultural Curtilage	Lakes and Rivers	06060 Parcel Number
Toll Road	Gated Roads	Block Line	Commercial/Institutional	Hydro	Building	3106 Parcel Address
Road Under Construction	Lot Line	Governmental/Institutional/Misc	Waste Land	Block Number	111.9 Parcel Dimension	



OCA Web Map

	Major Roads		Proposed Road		Residential		Commercial/Industrial/Vacant Land		Park	6	Lot Number
	Public Roads		Brick Road		Agriculture		Agricultural Curtilage		Lakes and Rivers	06060	Parcel Number
	Gated Roads		Block Line		Commercial/Institutional		Hydro		Building	3106	Parcel Address
	Road Under Construction		Lot Line		Governmental/Institutional/Misc		Waste Land	E	Block Number	111.9	Parcel Dimension



Created: 10/22/2013

This map is for reference only and is not a survey.



city commission public hearing

item type	Public Hearing	meeting date	November 25, 2013
prepared by department division	Jeff Briggs Planning Department	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	Planning and Zoning Board	<input checked="" type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> N/A	7-0 final vote

Subject: Request of Nort Northam to establish Commercial future land use and C-3 zoning on the annexed property at 656 Overspin Drive.

Mr. Nort Northam, is the owner of the property at 656 Overspin Drive and is requesting that the City establish Commercial future land use and Commercial (C-3) zoning to match the Commercial (C-1) zoning that the property has in Orange County that was annexed into the City in September 2012. Mr. Northam purchased this property to add to his adjacent commercial properties at 2650 and 2600 W. Fairbanks Avenue.

Planning and Zoning Board Recommendation:

Motion made by Mr. Gottfried, seconded by Mrs. De Ciccio to establish a commercial future land use designation on the annexed property at 656 Overspin Drive, conditioned upon consolidation with the Fairbanks Avenue property. Motion carried unanimously with a 7-0 vote.

Motion made by Mr. Gottfried, seconded by Mr. Sacha to establish commercial (C-3) district zoning on the annexed property at 656 Overspin Drive, conditioned upon consolidation with the Fairbanks Avenue property. Motion carried unanimously with a 7-0 vote.

Summary:

The zoning/land use history on this property is complicated. In 1965 this vacant property was rezoned by Orange County to commercial (C-1). The Orange County Comprehensive Plans from the 1970's-1980's had this property as commercial on the county's future land use map. Then in 1991 when Orange County updated their Comprehensive Plan, the future land use designation was changed to low density residential (likely due to its' adjacency with residential homes). However, the property was never administratively rezoned in accordance with that designation. So for the past 23 years the Orange County Comp. Plan has said residential but the Orange County Zoning has said commercial.

At the time Mr. Northam purchased the property in May of 2012, neither the sellers (the Gallagher Family Trust) nor the buyer (Nort Northam) had any idea there was a difference. The Orange County Property Appraiser's website shows the zoning as C-1 and the Orange County Zoning Dept. tells you it is zoned C-1. The Orange County Planning Dept. however, tells you it is low density residential future land use.

This same request was on our agenda back in September, 2012 in conjunction with the annexation. That was when this land use conflict matter was discovered. So at that time, the land use/zoning portion was withdrawn until the owner could research the situation with Orange County.

Mr. Northam subsequently hired Adam Diona of Urban Land Resources to meet with the Orange County officials. Presumably, Orange County's concern in 1991 was having this property developed independently as a commercial business on a street (Overspin Drive) that is a residential street. However, since it happened 23 years ago, no one can recall whether it was done by design or by accident. All Orange County will do at this time is confirm the situation and they offered some potential conditions that would mitigate impact on adjacent residential if developed commercially such as indoor retail use only, a six foot masonry screen wall and enhanced setbacks. All of these are already Code requirements in the City's zoning code.

Mr. Northam is in quite a box right now. Orange County's comp plan future land and zoning are still in effect until the City remedies this conflict. The Comp. Plan future land use of residential does not allow commercial development on this property. However, the commercial (C-1) zoning does not allow residential development on this property. So it is not buildable or usable for either residential or commercial use with this conflict in place.

Mr. Northam bought this property only with the idea of adding it to his Fairbanks Avenue holdings to be part of an overall future redevelopment of all of that Fairbanks property. In that context, this "rear" portion would likely wind up being used as parking area or for storm water retention. Staff recommended that the City establish the commercial land use designations conditioned upon this property's consolidation with the Fairbanks parcels.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE", ARTICLE I "COMPREHENSIVE PLAN" FUTURE LAND USE MAP SO AS TO ESTABLISH COMMERCIAL FUTURE LAND USE ON THE ANNEXED PROPERTY AT 656 OVERSPIN DRIVE AND TO INDICATE THE ANNEXATION OF THIS PROPERTY ON THE OTHER MAPS WITHIN THE COMPREHENSIVE PLAN, MORE PARTICULARLY DESCRIBED HEREIN.

WHEREAS, the owner of the property more particularly described herein has voluntarily requested annexation into the City of Winter Park and in compliance with Chapter 171, Florida Statutes, said property has been annexed into the City of Winter Park, and

WHEREAS, the City Commission intends to amend its Comprehensive Plan to establish a municipal Comprehensive Plan future land use map designation as a small scale amendment to the Comprehensive Plan, and

WHEREAS, the amendment of the Comprehensive Plan maps and the establishment of a future land use designation meets the criteria established by Chapter 163, Florida Statutes and Rule 9J-5, Florida Administrative Code and pursuant to and in compliance with law, notice has been given to Orange County and to the public by publication in a newspaper of general circulation to notify the public of this proposed Ordinance and of public hearings to be held.

NOW THEREFORE BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, AS FOLLOWS:

SECTION 1. That Chapter 58 "Land Development Code", Article I, "Comprehensive Plan" future land use plan map is hereby amended so as to establish a Commercial future land use designation on the annexed property at 656 Overspin Drive and that all other maps in the Comprehensive Plan shall also be amended to reflect the addition and annexation of this property into the City of Winter Park, said property being more particularly described as follows:

Lot 7 AND THE South 20 feet of Lot 6, Block "B" Dubsdread Heights subdivision as recorded in Plat Book "J", Page 115 of the Public Records of Orange County, Florida.
Property Tax ID # 11-22-29-2248-02-07

SECTION 2. This ordinance shall become effective 31 days after adoption but shall not become effective if this Ordinance is challenged pursuant to Florida Statutes Section 163.3187 within 30 days after adoption. In that case it will not become effective until the State Land Planning Agency or the Administration Commission, respectively, issues a Final Order determining the Ordinance is in compliance with Chapter 163, Florida Statutes.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this _____ day of _____, 2013.

Mayor

Attest:

City Clerk

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA
AMENDING CHAPTER 58, "LAND DEVELOPMENT CODE",
ARTICLE III, "ZONING" AND THE OFFICIAL ZONING MAP SO
AS TO ESTABLISH COMMERCIAL (C-3) ZONING ON THE
ANNEXED PROPERTY AT 656 OVERSPIN DRIVE, MORE
PARTICULARLY DESCRIBED HEREIN.**

WHEREAS, the owner of the property more particularly described herein has voluntarily requested annexation into the City of Winter Park and in compliance with Chapter 171, Florida Statutes, said property has been annexed into the City of Winter Park, and

WHEREAS, the City Commission intends to establish a municipal zoning designation on this property in compliance with the establishment of a similar Comprehensive Plan future land use designation for said property, and

WHEREAS, the establishment of municipal zoning meets the criteria established by Chapter 166, Florida Statutes and pursuant to and in compliance with law, notice has been given to Orange County and to the public by publication in a newspaper of general circulation to notify the public of this proposed Ordinance and of public hearings to be held.

NOW THEREFORE BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF WINTER PARK, FLORIDA, AS FOLLOWS:

SECTION 1. That Chapter 58 "Land Development Code", Article III, "Zoning" and the Official Zoning Map is hereby amended so as to establish Commercial (C-3) district zoning on the annexed property at 656 Overspin Drive, more particularly described as follows:

Lot 7 and the South 20 feet of Lot 6, Block "B" Dubsdread Heights subdivision as recorded in Plat Book "J", Page 115 of the Public Records of Orange County, Florida.

Property Tax ID # 11-22-29-2248-02-070

SECTION 2. This ordinance shall become effective 31 days after adoption unless this Ordinance or the related companion Ordinance amending the Comprehensive Plan for this property is challenged pursuant to Florida Statutes Section 163.3187 within 30 days after adoption. In that case, it will not become effective until the State Land Planning Agency or the Administration Commission, respectively, issues a Final Order determining the Ordinance is in compliance with Chapter 163, Florida Statutes.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this _____ day of _____, 2013.

Mayor

Attest:

City Clerk

CITY OF WINTER PARK Planning & Zoning Board

**Regular Meeting
City Hall, Commission Chambers**

**November 5, 2013
6:00 p.m.**

MINUTES

REQUEST OF NORT NORTHAM FOR: AN ORDINANCE AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE I, "COMPREHENSIVE PLAN" FUTURE LAND USE MAP SO AS TO ESTABLISH A COMMERCIAL FUTURE LAND USE DESIGNATION TO THE ANNEXED PROPERTY AT 656 OVERSPIN DRIVE.

REQUEST OF NORT NORTHAM FOR: AN ORDINANCE AMENDING CHAPTER 58 "LAND DEVELOPMENT CODE" ARTICLE III, "ZONING" AND THE OFFICIAL ZONING MAP SO AS TO ESTABLISH COMMERCIAL (C-3) DISTRICT ZONING ON THE ANNEXED PROPERTY AT 656 OVERSPIN DRIVE.

Planning Manager Jeffrey Briggs presented the staff report and explained that the applicant, Nort Northam, is requesting that the City establish Commercial future land use and Commercial (C-3) zoning to match the Commercial (C-1) zoning that the property has in Orange County. He said that the applicant purchased this property to add to his adjacent commercial properties at 2650 and 2600 W. Fairbanks Avenues. Mr. Briggs discussed both Orange County and City the zoning/land use history on this property. In 1965 this vacant property was rezoned by Orange County to commercial (C-1). The Orange County Comprehensive Plans from the 1970's-1980's had this property as commercial on the county's future land use map. Then in 1991 when Orange County updated their Comprehensive Plan, the future land use designation was changed to low density residential likely due to its' adjacency with residential homes. However, the property was never administratively rezoned in accordance with that designation. So for the past 23 years the Orange County Comp. Plan has said residential but the Orange County Zoning has said commercial. He explained that when Mr. Northam purchased the property in May of 2012, neither he nor the sellers (the Gallagher Family Trust) had any idea the conflict existed.

Mr. Briggs explained that Mr. Northam has subsequently hired a professional planner, Adam Diona of Urban Land Resources, to assist him with getting this corrected. He said that currently Orange County's comp plan future land and zoning are still in effect until the City remedies this conflict. The Comp. Plan future land use of residential does not allow commercial development on this property. However, the commercial (C-1) zoning does not allow residential development on this property. So it is not buildable or usable for either residential or commercial use with this conflict in place. Mr. Briggs stated that the applicant purchased this property with the desire of adding it to his Fairbanks Avenue holdings to be part of an overall future redevelopment of all of that Fairbanks property. In that context, this "rear" portion would likely wind up being used as parking area or for storm water retention. Staff is recommending that the City establish the commercial land use designations conditioned upon this property's consolidation with the Fairbanks parcels, so that it is not developed independently. Mr. Briggs responded to Board member questions and concerns.

Adam Diona, 1285 Harmon Avenue, represented the applicant. He stated that they agree with the staff report as presented by Mr. Briggs. He indicated that Orange County staff felt that this was the City's problem to remedy now that the property has been annexed. He responded to Board member questions and concerns.

No one wished to speak concerning the request. Public Hearing closed.

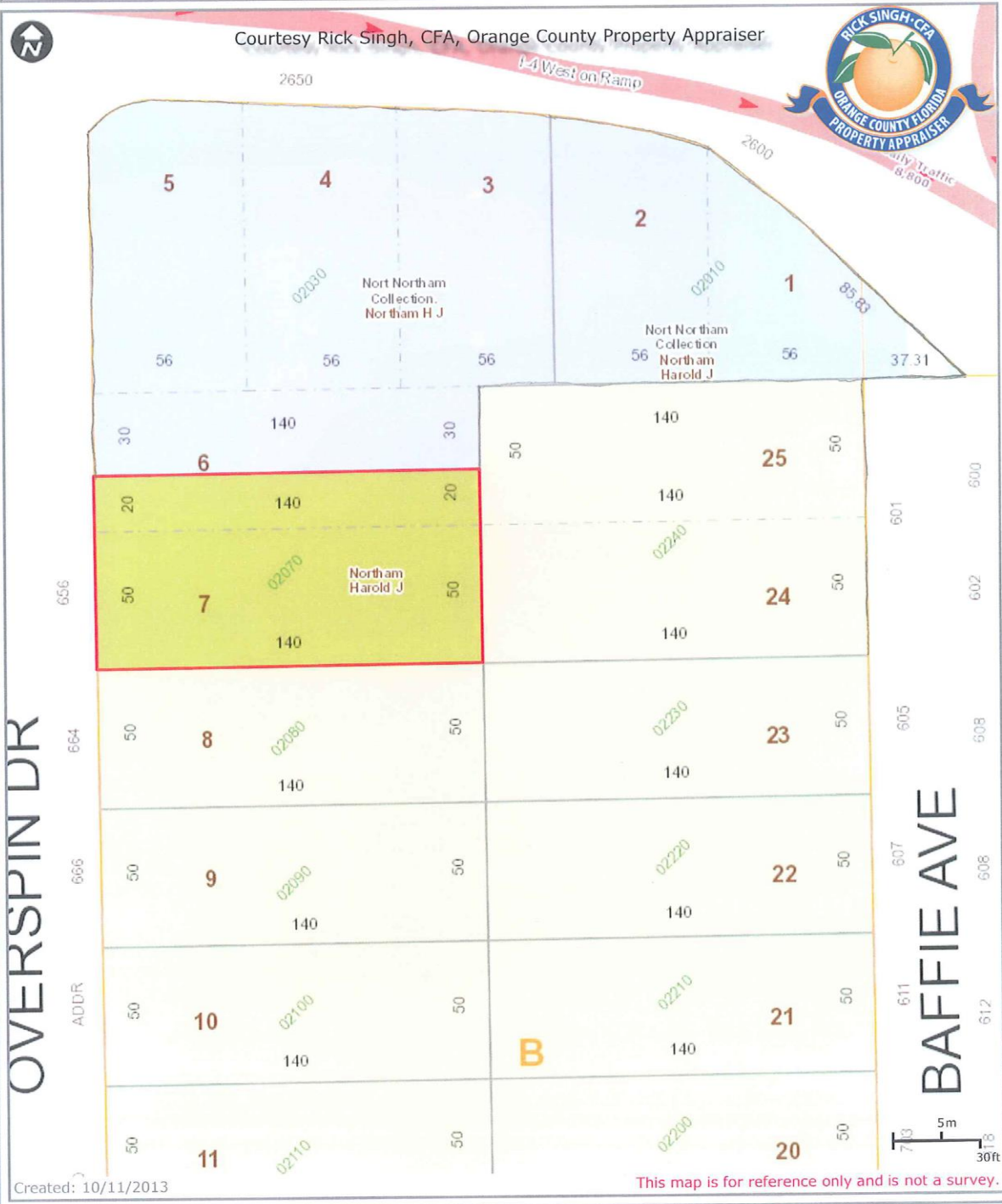
The Board members expressed support for the request and the predicament that faced the applicant. Mr. J. Johnston confirmed that all the City was doing was establishing land use to match the commercial zoning that had been in place on this lot since 1965. Staff confirmed that was the case.

Motion made by Mr. Gottfried, seconded by Mrs. De Ciccio to establish a commercial future land use designation on the annexed property at 656 Overspin Drive, conditioned upon consolidation with the Fairbanks Avenue property. Motion carried unanimously with a 7-0 vote.

Motion made by Mr. Gottfried, seconded by Mr. Sacha to establish commercial (C-3) district zoning on the annexed property at 656 Overspin Drive, conditioned upon consolidation with the Fairbanks Avenue property. Motion carried unanimously with a 7-0 vote.

OCPA Web Map

Florida Turnpike	Major Roads	Proposed Road	Residential	Commercial/Industrial/Vacant Land	Parks	6 Lot Number
Interstate 4	Public Roads	Brick Road	Agriculture	Agricultural Curtilage	Lakes and Rivers	06060 Parcel Number
Toll Road	Gated Roads	Block Line	Commercial/Institutional	Hydro	Building	3106 Parcel Address
Road Under Construction	Lot Line	Governmental/Institutional/Misc	Waste Land	Block Number	111.9 Parcel Dimension	





city commission agenda item

item type	Public Hearing	meeting date	November 25, 2013
prepared by department division	Troy Attaway Public Works	approved by	<input checked="" type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A
board approval	<input type="checkbox"/> yes <input type="checkbox"/> no <input checked="" type="checkbox"/> N/A final vote		

subject

Request to vacate and abandon that portion of Gaines Way lying between 610 Gaines Way and 1760 Gaines Way.

motion | recommendation

Approve the vacation request.

background

The City will reserve a utility easement over all portion of the right of way being vacated. No objection from City Engineer.

alternatives | other considerations

n/a

fiscal impact

None

strategic objective

n/a

ORDINANCE NO: _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA VACATING AND ABANDONING THAT PORTION OF GAINES WAY LYING BETWEEN 610 GAINES WAY AND 1760 GAINES WAY, MORE PARTICULARLY DESCRIBED HEREIN BUT RETAINING AND RESERVING TO THE CITY A UTILITY EASEMENT OVER THE ENTIRE AREA THEREOF.

NOW, THEREFORE, BE IT ENACTED by the People of the City of Winter Park, Florida as follows:

Section 1. The City Commission of the City of Winter Park, Florida hereby vacates and abandons that portion of Gaines Way lying between 610 Gaines Way and 1760 Gaines Way, but retains and reserves to the City, a utility easement over the entire area thereof, as depicted in Exhibit "A" attached hereto and as more particularly described as follows:

Commence at the Northwest corner of Lot 10, Bengert's Bend, as recorded in Plat Book "U", Pg. 49 of the Public Records of Orange County, Florida, Thence run S 89°44'00" E, along the south right-of-way line of Gaines Way, a distance of 38.59 feet to the Point of Beginning; Thence continue S 89°44'00" a distance of 51.44 feet to the west line of Lot 9 of said Bengert's Bend; Thence S 24° 05'00" E along said west line a distance of 64.60 feet; Thence N 90°00'00" W a distance of 26.35 feet to the east line of said Lot 10; Thence N 24° 05'00" W a distance of 39.75 feet to a point of curvature of a curve concave southwesterly having a radius of 38.74 feet, with a chord bearing of N 56° 54'30" W and with a chord length of 42.00 feet, Thence run northwesterly along the arc of said curve through a delta angle of 65° 39'00", an arc length of 44.39 feet to the Point of Beginning.

Section 2. All ordinances or portions of ordinances in conflict herewith are hereby repealed.

Section 3. This ordinance shall take effect immediately upon its passage and adoption.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held at City Hall, Winter Park, Florida, on the ____ day of _____, 2013.

Mayor Kenneth W. Bradley

ATTEST:

City Clerk Cynthia S. Bonham

WINDERWEEDLE, HAINES,
WARD & WOODMAN, P.A.

ATTORNEYS AT LAW

MAIN TELEPHONE (407) 423-4246
WWW.WHWW.COM

RECEIVED

SEP 24 2013

CITY OF WINTER PARK
PLANNING DEPARTMENT

Please Reply To:

Winter Park Office

Randolph J. Rush

Direct Dial: (407) 246-8413

E-mail: rrush@whww.com

September 16, 2013

Mr. Jeff Briggs
City of Winter Park Planning Department
400 S. Park Avenue
Winter Park, Florida 32789

Re: Vacation of portion of Gaines Way

Dear Jeff:

As you know, recently Philip Tiedtke purchased the property located at 610 Gaines Way, and now owns on both sides of the "leg" of Gaines Way extending between the property located at Gaines Way and his existing residence located at 1760 Gaines Way. Because Philip owns on both sides of this "leg" of Gaines Way, he is requesting that the City vacate the "leg" of Gaines Way lying between these two parcels.

Therefore, please accept this letter as a request that the City of Winter Park vacate the portion of the right of way of Gaines Way as depicted on the attached sketch of description. Enclosed is our firm's check for the \$250 application fee.

Philip has determined that there is a sanitary sewer line located within the portion of the right of way to be vacated, and therefore we agree that the City should reserve a utility easement over all of the portion of the right of way being vacated.

Please let me know if you have any questions. Thanks for your help on this matter.

Cordially yours,


Randolph J. Rush

RJR/lb

Enclosure

cc: Philip Tiedtke (w/encl.) VIA EMAIL

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA VACATING AND ABANDONING THAT PORTION OF GAINES WAY LYING BETWEEN 610 GAINES WAY AND 1760 GAINES WAY, MORE PARTICULARLY DESCRIBED HEREIN BUT RETAINING AND RESERVING TO THE CITY A UTILITY EASEMENT OVER THE ENTIRE AREA THEREOF.

NOW, THEREFORE, BE IT ENACTED as follows:

Section 1. The City Commission of the City of Winter Park hereby vacates and abandons that portion of Gaines Way lying between 610 Gaines Way and 1760 Gaines Way, but retains and reserves to the City, a utility easement over the entire area thereof, as depicted in Exhibit "A" attached hereto and as more particularly described as follows:

Commence at the Northwest corner of Lot 10, Bengert's Bend, as recorded in Plat Book "U", Pg. 49 of the Public Records of Orange County, Florida, Thence run S 89°44'00" E, along the south right-of-way line of Gaines Way, a distance of 38.59 feet to the Point of Beginning; Thence continue S 89°44'00" a distance of 51.44 feet to the west line of Lot 9 of said Bengert's Bend; Thence S 24°05'00" E along said west line a distance of 64.60 feet; Thence N 90°00'00" W a distance of 26.35 feet to the east line of said Lot 10; Thence N 24°05'00" W a distance of 39.75 feet to a point of curvature of a curve concave southwesterly having a radius of 38.74 feet, with a chord bearing of N 56°54'30" W and with a chord length of 42.00 feet, Thence run northwesterly along the arc of said curve through a delta angle of 65°39'00", an arc length of 44.39 feet to the Point of Beginning.

Section 2. This ordinance shall become effective immediately upon its final passage and adoption.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, on the _____ day of _____, 2013.

Mayor

ATTEST:

City Clerk

SKETCH OF DESCRIPTION

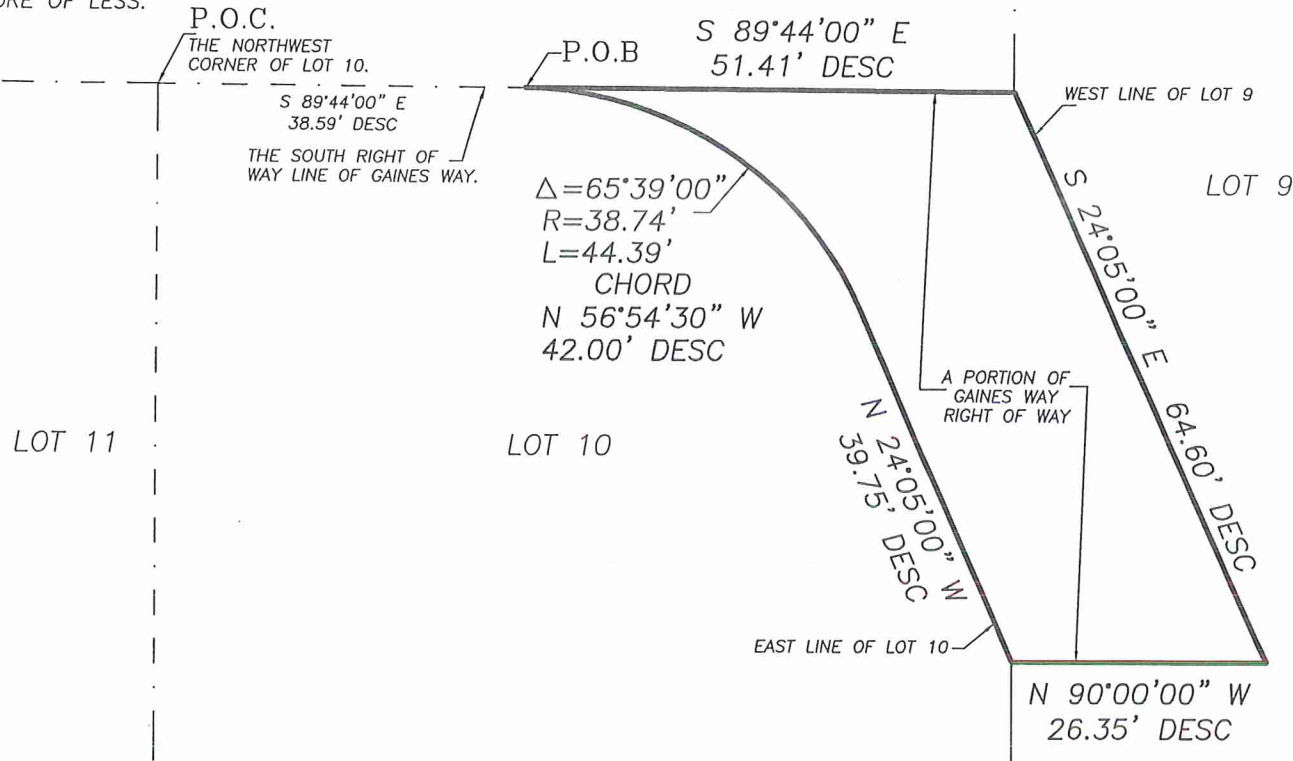
A PORTION OF GAINES WAY RIGHT OF WAY, BENGERT'S BEND, AS RECORDED IN PLAT BOOK U, PAGE 49, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA;

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 10, BENGERT'S BEND, AS RECORDED IN PLAT BOOK U, PAGE 49, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, THENCE RUN S 89°44'00" E ALONG THE SOUTH RIGHT OF WAY LINE OF GAINES WAY A DISTANCE OF 38.59 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 89°44'00" E A DISTANCE OF 51.41 FEET TO THE WEST LINE OF LOT 9 OF SAID BENGERT'S BEND; THENCE S 24°05'00" E ALONG SAID WEST LINE A DISTANCE OF 64.60 FEET; THENCE N 90°00'00" W A DISTANCE OF 26.35 FEET TO THE EAST LINE OF SAID LOT 10; THENCE N 24°05'00" W A DISTANCE OF 39.75 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 38.74 FEET, WITH A CHORD BEARING OF N 56°54'30" W AND WITH A CHORD LENGTH OF 42.00 FEET, THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A DELTA ANGLE OF 65°39'00", AN ARC LENGTH OF 44.39' TO THE POINT OF BEGINNING.

HAVING AN AREA OF 1664 SQUARE FEET, OR 0.038 ACRES MORE OR LESS.

Exhibit "A"



DF# OCU-49-LOT10

SKETCH OF DESCRIPTION, THIS IS NOT A BOUNDARY SURVEY.

LEGEND

BC - BACK OF CURB	CBW - CONCRETE BLOCK WALL
CALC - CALCULATED	CM - CONCRETE MONUMENT
CL - CENTERLINE	COVD - COVERED
CLF - CHAIN LINK FENCE	CW - CONCRETE WALKWAY
CONC - CONCRETE	DE - DRAINAGE EASEMENT
CP - CONCRETE PAD	ESMT - EASEMENT
CP - CENTRAL ANGLE	FFE - FINISHED FLOOR ELEVATION
DESC - DESCRIPTION	IP - IRON PIPE
DW - DRIVEWAY	L - ARC LENGTH
E/P - EDGE OF PAVEMENT	MS - METAL SHED
FND - FOUND	OL - ON LINE
IR - IRON ROD	P&M - PLAT & MEASURED
MEAS - MEASURED	POB - POINT OF BEGINNING
N&D - NAIL & DISK	POC - POINT OF COMMENCEMENT
PC - POINT OF CURVATURE	R/W - RIGHT OF WAY
R - RADIUS	UB - UTILITY BOX
TYP - TYPICAL	WF - WOOD FENCE
UE - UTILITY EASEMENT	# - NUMBER
LB - LICENSE BUSINESS	

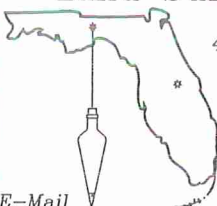
REVISIONS:

DATE: AUG. 8, 2013

SCALE: 1" = 20'

DRAWN BY: A. R.

M.A.P.
Land Surveying, Inc.



4515 Curry Ford Rd.
Suite C
Orlando Fl. 32812
PH. 407 896 4557
FAX 407 277 3778

E-Mail
Maplandsurvey@cfl.rr.com

LB #7084

BEARING STRUCTURE BASED ON: THE SOUTH
RIGHT OF WAY LINE OF GAINES WAY.

Andrew Perry
Andrew Perry, P.S.M.
Professional Surveyor & Mapper #6124
*NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED
SEAL OF THIS FLORIDA LICENSED SURVEYOR AND MAPPER.*



Courtesy Rick Singh, CFA, Orange County Property Appraiser



This map is for reference only and is not a survey.

Created: 9/24/2013

