



Interoffice Memorandum

June 3, 2019

TO: Mayor Jerry L. Demings
and Board of County Commissioners

FROM: Raymond E. Hanson, P. E., Director
Utilities Department

A handwritten signature in black ink, appearing to read "R. Hanson", is written over the "FROM:" field.

**SUBJECT: BCC AGENDA ITEM – Consent Agenda
June 18, 2019 BCC Meeting
Second Amendment to Rosen Shingle Creek Resort and Golf Club
Water Conservation Device and Wastewater Flow Capacity
Adjustment Agreement
Contact Person: Andres Salcedo, P. E., Assistant Director
Utilities Engineering Division
407-254-9719**

The Developer, RH Resorts, LLLP, formally known as RH Resorts, Ltd., entered in the Rosen Shingle Creek Resort and Golf Club Water Conversation Device and Wastewater Flow Capacity Adjustment Agreement with the County on August 29, 2006 to reduce their wastewater flow capacity from 1051.676 equivalent residential units (ERUs) to 736.173 ERUs, or 220,852 gallons per day (gpd).

The first amendment to the agreement approved and executed by and between the developer and the County on August 6, 2013 modified the wastewater flow capacity from 736.173 ERUs to 744.305 ERUs, equivalent to an associated metered potable water flow allowable of 260,507 gpd.

This second amendment to the agreement is to modify the reduced wastewater flow capacity from 744.305 ERUs to 755.177 ERUs, equivalent to an associated metered potable water flow allowable of 264,038 gpd, and includes all existing and current building permits and their associated current capacity for the property. This second amendment to the agreement also authorizes future modifications of Exhibit "B" ("Capacity Calculations and Building Permits") to be made by letter agreement signed by the owner's authorized representative and the Director of the Orange County Utilities Department or designee.

The Orange County Attorney's Office and Risk Management staffs have reviewed the agreement and find it acceptable. Utilities Department staff recommends approval.

Action Requested: Approval and execution of Second Amendment to Rosen Shingle Creek Resort and Golf Club Water Conservation Device and Wastewater Flow Capacity Adjustment Agreement by and between RH Resorts, LLLP and Orange County for an adjustment to the reduced wastewater flow capacity.

District 6.

Second Amendment to Rosen Shingle Creek Resort
and Golf Club Water Conservation Device and
Wastewater Flow Capacity Adjustment Agreement

**SECOND AMENDMENT
TO
ROSEN SHINGLE CREEK RESORT AND GOLF CLUB
WATER CONSERVATION DEVICE AND WASTEWATER FLOW CAPACITY
ADJUSTMENT AGREEMENT**

THIS SECOND AMENDMENT TO ROSEN SHINGLE CREEK RESORT AND GOLF CLUB WATER CONSERVATION DEVICE AND WASTEWATER FLOW CAPACITY ADJUSTMENT AGREEMENT (the “**Second Amendment**”) is made and entered into as of the date of last execution below (the “**Effective Date**”) by and between RH RESORTS, LLLP, formerly known as RH Resorts, Ltd., (the “**Owner**”), a Florida limited partnership, whose address is 9840 International Drive, Orlando, Florida 32819; and ORANGE COUNTY (the “**County**”), a charter county and political subdivision of the State of Florida, whose address is 201 S. Rosalind Avenue, Orlando, Florida 32801. The Owner and the County may also be referred to collectively as the “**Parties**” or individually as a “**Party**.”

RECITALS

WHEREAS, the Owner owns the property located at Parcel ID 06-24-29-0000-00-009 in Orange County, which is developed as a resort known as Rosen Shingle Creek Resort and Golf Club, and such property, including current expansion areas, is more particularly described in **Exhibit “A”** attached to and incorporated in this Second Amendment (the “**Property**”); and

WHEREAS, on August 29, 2006, the Owner and the County entered into the Rosen Shingle Creek Resort and Golf Club Water Conservation Device and Wastewater Flow Capacity

Second Amendment to Rosen Shingle Creek Resort
and Golf Club Water Conservation Device and
Wastewater Flow Capacity Adjustment Agreement

Adjustment Agreement (the “**Agreement**”), wherein the County agreed to provide the Owner a water conservation and wastewater flow capacity adjustment pursuant to then applicable provisions of the Orange County Code (the “**Code**”) and in accordance with the terms of the Agreement; and

WHEREAS, as part of the Agreement, the County reviewed an engineer’s study submitted by the Owner and the County accepted an adjusted capacity of 736.173 ERUs of wastewater flow that represented 70% of the County-calculated wastewater capacity of 1051.676 ERUs for the Property. Following approval of the Agreement, the County refunded excess wastewater capacity purchased by the Owner, pursuant to the relevant provisions of the Code; and

WHEREAS, the Parties agree that the County has refunded all moneys due under the Agreement known to the Parties, and no additional known refund or credit adjustments are owed to the Owner under the terms of the Agreement or any amendment related to the Agreement; and

WHEREAS, on August 6, 2013, the Owner and the County entered into the First Amendment to Rosen Shingle Creek Resort and Golf Club Water Conservation Device and Wastewater Flow Capacity Adjustment Agreement (the “**First Amendment**”), for the purpose of adjusting the allowable flow associated with the reduced wastewater capacity; and

WHEREAS, as applied to the Property, the Owner has existing facilities requiring wastewater services constructed under Building Permits listed in **Exhibit “B”** attached to and incorporated in this Second Amendment by this reference (the “**Existing Facilities**”); and, subsequent to entering the First Amendment, the Owner purchased additional wastewater flow capacity. As of October 14, 2016 (the date of the last capital charge payment by the Owner), the

purchased wastewater capacity for the Existing Facilities is 755.177 ERUs, and the associated metered potable water flow allowed is 264,038 gallons per day (“GPD”); and

WHEREAS, the Owner submitted to the County construction plans for a new operations building and a new commercial laundry facility under Building Permits B17904892 and B17904894, respectively (the “**New Facilities**”); and

WHEREAS, the Owner submitted to the County an engineering study, signed and sealed by a professional engineer licensed in the State of Florida, wherein the engineering study concluded that the operational water flows generated by the New Facilities in addition to the existing water flows will not result in an increase in water flow that exceeds the Current Capacity (as defined in Section 2 below); therefore, under the Code the Owner is not required to purchase wastewater capacity in excess of the Current Capacity previously purchased; and

WHEREAS, the County determined that the Agreement should be modified to include all existing and current building permits and their associated Current Capacity for the Property to ensure that, pursuant to Section 37-5 of the Code, the sum of the actual wastewater flows of the Existing Facilities and the New Facilities does not exceed the Current Capacity; and

WHEREAS, the Owner and the County desire to modify Section 3 of the Agreement as modified by the First Amendment, and Section 4, Section 8, Section 9, and Section 16 of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Second Amendment and for other good and valuable consideration, the Owner and the County agree as follows:

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

SECTION 2. AGREEMENT MODIFICATION OF SECTION 3.

Section 3 of the First Amendment is deleted in its entirety and replaced as follows:

SECTION 3. ADJUSTMENT TO CAPACITY AND CAPITAL CHARGES. In reliance of the engineering study submitted by the Owner as part of the Agreement, the County accepted an adjusted capacity of 736.173 ERUs of wastewater capacity (the “Adjusted Capacity”), equivalent to an associated metered potable water flow allowance of 257,661 GPD, representing 70% of the calculated normal wastewater capacity of 1051.676 ERUs (the “Normal Capacity”). The Owner subsequently purchased wastewater capacity of 19.004 ERUs (the “Subsequent Capacity”) not included in the Agreement, equivalent to an associated metered potable water flow allowance of 6,377 GPD (15.349 ERUs at 350 GPD, plus 3.655 ERUs at 275 GPD). The calculations and terms in this Section 3 of this Agreement are more particularly summarized in **Exhibit “B”** attached to and incorporated herein (the “Capacity Calculations”). As of the Effective Date of this Second Amendment, the purchased wastewater capacity for the Property is the total of the Adjusted Capacity and the Subsequent Capacity, or 755.177 ERUs (the “Current Capacity”), equivalent to an associated metered potable water flow allowance of 264,038 GPD. Thereafter, the Current Capacity shall equal 264,038 GPD, plus the flow associated with any additional wastewater capacity purchased for the Property after the execution of this Second Amendment. Further, if the Owner purchases additional capacity through building permit(s) (the “Future Permitted Capacity”), the Current Capacity shall be increased by the Future Permitted Capacity.

In reliance of the engineering study submitted by the Owner as part of the County’s review and permitting approval of the New Facilities, the County accepted that the wastewater flows related to the New Facilities when combined with the wastewater flows from the Existing Facilities will not exceed the total wastewater flows identified as the Current Capacity.

Continued eligibility for the Adjusted Capacity and reduced capital charges requires that the Owner maintain a reduced wastewater flow not exceeding the total of the Subsequent Capacity, the Future Permitted

Capacity, and 80% of the Normal Capacity, in accordance with applicable provisions of the Code.

Wastewater capacity flow will be monitored by the County, using OUC water meter readings, but excluding OUC water meter readings for the water-cooled chiller plant as currently in place or any OUC water meter readings for similar facilities that do not generate wastewater, as determined by the County. For the term of the Agreement, monitoring for compliance with the Current Capacity will be based on a six-month rolling average of wastewater capacity flows. The flow associated with the wastewater capacity shall be the metered potable water flow. The wastewater capacity flow allowed shall be equal to the purchased ERU capacity multiplied by the water level of service, in gallons per day, in effect at the time of ERU purchase.

Subject to the cure periods set forth in Section 4 hereof, if at any time the six-month rolling average of wastewater capacity flow exceeds the Current Capacity, then the Owner shall be responsible for purchasing additional wastewater capacity, in an amount calculated by the difference between the six-month rolling average wastewater capacity flow and the Current Capacity. Subject to the cure periods set forth in Section 4 hereof, if at any time the six-month rolling average of wastewater capacity flow exceeds the total of the Subsequent Capacity, the Future Permitted Capacity, and 80% of the Normal Capacity, then the Owner shall be responsible for purchasing additional wastewater capacity, in an amount equal to the sum of the Subsequent Capacity, the Future Permitted Capacity, and the Normal Capacity less the Current Capacity. Subject to the cure periods set forth in Section 4 hereof, if at any time the six-month rolling average of wastewater capacity exceeds the total of the Subsequent Capacity, the Future Permitted Capacity, and the Normal Capacity then the Owner shall be responsible for purchasing additional wastewater capacity, in an amount calculated by the difference between the six-month rolling average of wastewater capacity flow and the Current Capacity. In either or any case, the cost of additional wastewater capacity shall be calculated using the then current County wastewater capital charge rate.

If the Owner pursues additional building permit(s) the Agreement must be amended as set forth in Section 16 of this Agreement.

SECTION 3. AGREEMENT MODIFICATION OF SECTION 4.

Section 4 of the Agreement is amended and restated as follows:

SECTION 4. MONITORING, ACCESS, AND ADJUSTMENTS. (A) The Owner agrees to allow the County access to the Property for monitoring and to provide a representative of Owner to

accompany the County's representative to enable them to inspect the water and wastewater plumbing and conduct monitoring tests, as required by County, including tests of usage and flows, for wastewater composition and discharges. (B) If at any time the six-month rolling average wastewater capacity flow exceeds the respective wastewater flow based on conditions set forth in this Agreement, the County shall issue the Owner a notice of the exceedance. The Owner will have 30 days to take curative action to meet the respective wastewater flow based on conditions set forth in this Agreement. In the event the Owner undertakes curative action within such 30 day period, and requires additional time to implement such curative action to meet the respective wastewater flow based on conditions set forth in this Agreement, the County may, at the County's discretion, provide the Owner additional time as reasonably required. If the Owner is unable or elects not to undertake such curative action, the Owner shall pay to the County within 30 days any additional wastewater capacity charges that may be due and owing for the Property based on conditions set forth in this Agreement. If the additional fees assessed are not paid within 30 days from the date of notice from the County that additional capacity charges are due and owed, the capital charges associated with the required additional capacity will be added to the monthly water and wastewater bill. The Owner's failure to provide monthly payment including, but not limited to, capital charges (if any), past due charges, related service charges, deposits, applicable utility or public service taxes, or current usage charges may result in the interruption of water and wastewater services to the Property. (C) Owner acknowledges that the wastewater discharge to the County's wastewater system will be subject to the County's Industrial Pretreatment Ordinance, and that this Agreement does not relieve the Owner or the user of any obligation or requirement pursuant to that ordinance. (D) Owner acknowledges the County's right to assess charges in accordance with Orange County ordinances and fee schedules for the periodic monitoring of wastewater flow. A monthly monitoring fee, per the Board of County Commissioners' applicable rate resolutions, as amended from time to time, will be assessed and billed to the Owner.

SECTION 4. AGREEMENT MODIFICATION OF SECTION 8.

Section 8 of the Agreement is amended and restated as follows:

SECTION 8. TERMINATION. Notwithstanding anything to the contrary, this Agreement may be terminated upon written mutual consent of the Owner and the County for which notice shall be provided in accordance with Section 9 of this Agreement. The County may terminate this Agreement as set forth herein due to any material breach (as defined below) of this Agreement, after providing the Owner notice of the breach or anticipating breach, and providing the Owner 30 days to cure the

breach, and the Owner fails to cure the breach. Notwithstanding anything to the contrary in this Section 8, the County does not have a duty to provide the Owner a time to cure a breach of Section 7 of this Agreement.

For purposes of this Agreement, "material breach" shall mean (a) the failure of the Owner to pay or cause to be paid any amounts due pursuant to this Agreement, following notice and ability to cure such non-payment; or (b) any failure of the Owner to provide the County (or its representatives) reasonable access to the meter to allow the County to monitor compliance with this Agreement; or (c) any changes to the wastewater plumbing, or utility mains that may increase the wastewater flows for the Property from the Current Capacity made by the Owner without prior review, inspection, and written approval of the County; or (d) failure to comply with any other material conditions set forth in this Agreement.

Notwithstanding the foregoing, the Parties recognize and agree that Owner is planning an expansion, with amenities, to the Property (the "Shingle Creek Expansion"). The Parties agree the wastewater from the Shingle Creek Expansion, at Owner's election, may be (i) included in the terms and conditions of this Agreement and subject to the conditions for purchasing additional wastewater capacity set forth in Section 3 herein, or (ii) separately metered with the County and the wastewater derived from the Shingle Creek Expansion shall not be applicable to this Agreement.

SECTION 5. AGREEMENT MODIFICATION OF SECTION 9.

Notice, as required under Section 9 of the Agreement, is modified and amended to substitute the following to receive notices:

If to the County: Orange County Utilities Department
9150 Curry Ford Road
Orlando, Florida 32825-7600
Attention: Director

With a copy to: Orange County Administrator's Office
Orange County Administration Building
201 S. Rosalind Avenue, 5th Floor
Orlando, Florida 32801-3527
Attention: County Administrator

Second Amendment to Rosen Shingle Creek Resort
and Golf Club Water Conservation Device and
Wastewater Flow Capacity Adjustment Agreement

If to the Owner: RH Resorts, LLLP
9840 International Drive
Orlando, Florida 32819-8111
Attention: Frank Santos

With a copy to: Ted B. Edwards, Esq.
Law Office of Ted B. Edwards
400 N. New York Avenue, Suite 108
Winter Park, FL 32789-3159

Except for the substitution of contact information for the parties as set forth herein, Section 9 of the Agreement shall remain in full force and affect.

SECTION 6. AGREEMENT MODIFICATION OF SECTION 16.

Section 16 of the Agreement is amended and restated as follows:

SECTION 16. AMENDMENT. This Agreement shall not be amended unless said amendment is in writing and approved by both the Orange County Board of County Commissioners and the Owner, except for modifications to Exhibit B only, as described below.

Any permit that impacts the wastewater system and has an associated Future Permitted Capacity shall require a modification of Exhibit B of this Agreement. Modifications to Exhibit B only, may be made by Letter Agreement signed by the Owner's authorized representative and the Director of the Orange County Utilities Department or designee.

SECTION 7. AGREEMENT IN FULL FORCE. Except as expressly modified in this Second Amendment, the Agreement remains unchanged and in full force and effect.

SECTION 8. RECORDING. The Parties agree that an executed copy of this Second Amendment with the attached exhibits will be recorded by the Owner at the Owner's expense.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to the Rosen Shingle Creek Resort and Golf Club Water Conservation Device and Wastewater Flow Capacity Adjustment Agreement to be executed in manner and form and by persons duly authorized.

Second Amendment to Rosen Shingle Creek Resort
and Golf Club Water Conservation Device and
Wastewater Flow Capacity Adjustment Agreement



ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: Burr W. Brooks
for Jerry L. Demings
County Mayor

Date: 10 June 2019

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

By: Katie Smith
Deputy Clerk

Print: Katie Smith

Second Amendment to Rosen Shingle Creek Resort and Golf Club Water Conservation Device and Wastewater Flow Capacity Adjustment Agreement

WITNESSES (2)

By: [Signature]
Signature

Printed Name: JAMES E. BIVA

Title: DIR OF FINANCE

By: [Signature]
Signature

Printed Name: DARON SANDBERG

Title: ASSISTANT DIRECTOR OF FINANCE

RH RESORTS, LLLP, a Florida Limited Partnership

By: [Signature]
Signature

Printed Name: Harris Rosen

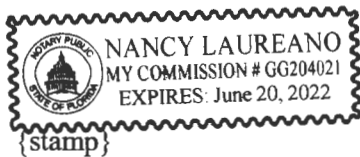
Title: Manager

Date: 05/22/2019

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 22 day of May, 2019, by Harris Rosen, as the Manager of RH RESORTS, LLLP, a Florida limited partnership, on behalf of said limited partnership, who [] is personally known to me or who [] produced _____ as identification.

In witness whereof, I have hereunto set my hand and official seal.



[Signature]
Signature of Notary Public - State of Florida

Nancy Laureano
Commissioned Name of Notary Public

June 20, 2022
My Commission Expires

EXHIBIT A

Legal Description

That part of Sections 5 and 6, Township 24 South, Range 29 East, Orange County, Florida, described as follows:

Commence at the Southwest corner of Section 6, Township 24 South, Range 29 East, and run S 89°30'38" E along the South line of the Southwest 1/4 of said Section 6 for a distance of 1228.59 feet; thence run N 00°31'57" W for a distance of 112.69 feet to the Southeast corner of PLAZA INTERNATIONAL UNIT TWELVE, as recorded in Plat Book 29, Page 13, of the Public Records of Orange County, Florida; thence run the following 8 courses and distance & along the Northerly right-of-way line of State Road No. 528 (Beeline Expressway) and the Southerly line of lands described in Official Records Book 5638, Page 3525, of said Public Records: S 86°33'09" E, 273.00 feet; N 89°33'21" E, 1884.49 feet; N 88°24'35" E, 100.01 feet to a point on a non-tangent curve concave Northwesterly having a radius of 1819.86 feet, a central angle of 20°45'00" and a chord bearing of N 79°10'51" E; thence Northeasterly along the arc of said curve for a distance of 659.07 feet to the point of tangency; N 68°48'21" E, 543.85 feet to the point of curvature of a curve concave Northwesterly having a radius of 370.00 feet and a central angle of 69°15'00"; thence run Northeasterly along the arc of said curve for a distance of 447.20 feet to a point of non-tangency; N 03°58'50" E, 137.39 feet; N 89°33'21" E, 225.15 feet; thence, departing said Northerly right-of-way line, run N 00°26'39" W for a distance of 378.41 feet to the POINT OF BEGINNING; thence continue N 00°26'39" W for a distance of 605.74 feet to the point of curvature of a curve concave Westerly having a radius of 1400.00 feet; thence run Northerly along the arc of said curve through a central angle of 10°50'18" for a distance of 264.83 feet to the Southerly point of the lands described in Official Records Book 6262, Page 5296, Public Records of Orange County, Florida; thence run Northeasterly along the Easterly line of said lands the following three courses and distances: N 78°43'03" E for a distance of 353.40 feet to the point of curvature of a curve concave Northwesterly having a radius of 340.00 feet; thence run Northeasterly along the arc of said curve through a central angle of 102°58'35" for a distance of 611.07 feet to the point of reverse curvature of a curve concave Southeasterly having a radius of 355.00 feet; thence run Northeasterly along the arc of said curve through a central angle of 85°36'21" for a distance of 530.41 feet; thence run N 52°37'54" W, along the Northerly line of the lands described in Official Records Book 6262, Page 5296, Public Records of Orange County, Florida, for a distance of 616.04 feet to the point on the Southerly right-of-way line of Destination Parkway, according to Official Records Book 9936, Page 9262, Public Records of Orange County, Florida; thence Northeasterly along said Southerly right-of-way line the following 4 courses and distances: N 41°52'10" E, a distance of 152.48 feet to a point of curvature of a curve, concave Southeasterly, having a radius of 1125.00 feet; thence Northeasterly along the arc of said curve, through a central angle of 15°05'57" for a distance of 296.47 feet; thence departing said Southerly right-of-way line, run S 33°02'01" E, a distance of 27.17 feet to a point of curvature of a curve, concave Northeasterly, having a radius of 128.17 feet; thence Southeasterly along the arc of said curve, through a central angle of 29°39'41", for a distance of 66.35 feet to a point of curvature, concave Northwesterly, having a radius of 1010.00 feet, and a chord bearing of N 75°54'13" E; thence Northeasterly along the arc of said curve, through a central angle of 10°02'03" for a distance of 176.88 feet to a point of curvature, concave Southeasterly, having a radius of 750.00 feet and a chord bearing of N 75°36'13" E; thence Northeasterly

along the arc of said curve through a central angle of 34°08'32" for a distance of 446.92 feet to a point of reverse curvature of a curve, concave Northwesterly, having a radius of 1895.00 feet; thence Northeasterly along the arc of said curve through a central angle of 62°37'42" for a distance of 2071.38 feet to a point of reverse curvature of a curve, concave Southeasterly, having a radius of 1105.00 feet; thence Northeasterly, along the arc of said curve, through a central angle of 09°35'50" for a distance of 185.09 feet; thence run S 25°52'34" E for a distance of 255.92 feet; thence run S 33°40'59" E for a distance of 592.88 feet; thence run S 18°43'11" E for a distance of 78.69 feet; thence run S 02°55'27" W for a distance of 56.49 feet; thence run S 22°08'10" W for a distance of 110.52 feet; thence run S 11°01'08" W for a distance of 346.07 feet; thence run S 00°54'01" E for a distance of 120.58 feet; thence run S 04°11'53" E for a distance of 195.55 feet; thence run S 04°39'51" W for a distance of 575.62 feet; thence run S 05°27'06" W for a distance of 200.88 feet; thence run S 05°05'48" E for a distance of 244.77 feet; thence run S 15°50'12" E for a distance of 304.44 feet; thence run S 05°30'41" E for a distance of 126.34 feet; thence run S 07°35'20" E for a distance of 185.98 feet; thence run S 09°13'41" W for a distance of 215.50 feet; thence run S 16°55'58" W for a distance of 430.96 feet; thence run S 20°10'28" W for a distance of 264.53 feet; thence run S 22°27'15" W for a distance of 388.98 feet; thence run N 57°41'31" W for a distance of 98.50 feet to the point of curvature of a curve concave Southerly having a radius of 120.00 feet; thence run Westerly along the arc of said curve through a central angle of 74°10'16" for a distance of 155.34 feet to the point of reverse curvature of a curve concave Northerly having a radius of 120.00 feet; thence run Westerly along the arc of said curve through a central angle of 58°06'03" for a distance of 121.69 feet to the point of reverse curvature of a curve concave Southeasterly having a radius of 150.00 feet; thence run Southwesterly along the arc of said curve through a central angle of 80°46'33" for a distance of 211.47 feet to the point of reverse curvature of a curve concave Northwesterly having a radius of 220.00 feet; thence run-Southwesterly along the arc of said curve through a central angle of 64°32'17" for a distance of 247.81 feet to the point of tangency; thence run S 90°00'00" W for a distance of 178.00 feet to the point of curvature of a curve concave Northerly having a radius of 100.00 feet; thence run Westerly along the arc of said curve through a central angle of 32°44'14" for a distance of 57.14 feet to the point of reverse curvature of a curve concave Southerly having a radius of 260.00 feet; thence run Westerly along the arc of said curve through a central angle of 66°18'30" for a distance of 300.90 feet to the point of reverse curvature of a curve concave Northerly having a radius of 120.00 feet; thence run Westerly along the arc of said curve through a central angle of 80°11'00" for a distance of 167.94 feet to the point of reverse curvature of a curve concave Southerly having a radius of 115.00 feet; thence run Westerly along the arc of said curve through a central angle of 75°53'16" for a distance of 152.32 feet to the point of tangency; thence run S 60°43'29" W for a distance of 74.58 feet to the point of curvature of a curve concave Northerly having a radius of 60.00 feet; thence run Westerly along the arc of said curve through a central angle of 78°22'19" for a distance of 82.07 feet to the point of tangency; thence run N 40°54'12" W for a distance of 84.52 feet to the point of curvature of a curve concave Southwesterly having a radius of 125.00 feet; thence run Northwesterly along said curve through a central angle of 53°07'41" for a distance of 115.91 feet to the point of tangency; thence run S 85°58'07" W for a distance of 44.54 feet to the point of curvature of a curve concave Northeasterly having a radius of 145.00 feet; thence run Northwesterly along the arc of said curve through a central angle of 70°17'44" for a distance of 177.90 feet to the point of reverse curvature of a curve concave Southwesterly having a radius of 260.00 feet; thence run Northwesterly along the arc of said curve through a central angle of 62°04'36" for a distance of 281.69 feet to the point of tangency; thence run N 85°48'45" W for a distance of 190.00 feet to the point of curvature of a curve concave Northeasterly having a radius of 220.00 feet; thence run Northwesterly along the arc of said curve through a central angle of 93°00'14" for a distance of 357.11 feet to the point of reverse curvature of a curve concave Southwesterly having a radius of 236.00 feet; thence run Northwesterly along the arc of said curve

through a central angle of $91^{\circ}12'04''$ for a distance of 375.66 feet to the point of tangency; thence run N $84^{\circ}00'35''$ W for a distance of 259.73 feet to the POINT OF BEGINNING.

Containing 254.613 acres more or less.

Exhibit B

Capacity Calculations and Building Permits¹

Term Name	ERUs calculated at 350 GPD/ERU	ERUs calculated at 275 GPD/ERU	Total ERUs	Associated Potable Water Flow (GPD)	Flow Calculation
The Normal Capacity	736.173	315.503	1051.676	344,424	$Normal\ Capacity\ Flow = 736.173\ ERUs \times \frac{350\ GPD}{1\ ERU} + (1051.676 - 736.173)ERUs \times \frac{275\ GPD}{1\ ERU}$
The Adjusted Capacity (70% of Normal)	736.173	0.000	736.173	257,661	$Adjusted\ Capacity\ Flow = 736.173\ ERUs \times \frac{350\ GPD}{1\ ERU}$
The Subsequent Capacity	15.349	3.655	19.004	6,377	$Subsequent\ Capacity\ Flow = 15.349\ ERUs \times \frac{350\ GPD}{1\ ERU} + 3.655\ ERUs \times \frac{275\ GPD}{1\ ERU}$
The Future Permitted Capacity ²	0.000	X	X	Y	$Future\ Permitted\ Capacity\ Flow = X\ ERUs \times \frac{275\ GPD}{1\ ERU}$
The Current Capacity (Adjusted + Subsequent + Six Month Average Excess + Future Permitted)	751.522	3.655 + X	755.177 + X	264,038 + Y	$Current\ Capacity\ Flow = 257,661\ GPD + 6,377\ GPD + Y\ GPD$
UCCAB Threshold (80% of Normal + Subsequent + Future Permitted)	751.522	108.823 + X	860.345 + X	292,959 + Y	$UCCAB\ Threshold\ Flow = 736.173\ ERUs \times \frac{350\ GPD}{1\ ERU} + ((1051.676 * 80\%) - 736.173)ERUs \times \frac{275\ GPD}{1\ ERU} + 6,377\ GPD + Y\ GPD$
Full Capacity (Normal + Subsequent + Future Permitted)	751.522	319.158 + X	1070.680 + X	350,801 + Y	$Full\ Capacity\ Flow = 344,424\ GPD + 6,377\ GPD + Y\ GPD$

ERU Range	Associated Metered Flow Reading (GPD)	Corresponding ERUs Purchased	ERU Calculation
Zero to Current Capacity	0 to 264,038 + Y	755.177 + X	
Current Capacity to UCCAB Threshold	264,039 + Y to 292,959 + Y	755.177 + X + Additional ERUs	$Additional\ ERUs = [Metered\ GPD - (264,038\ GPD + Y\ GPD)] \times \frac{1\ ERU}{275\ GPD}$
UCCAB Threshold to Full Capacity	292,960 + Y to 350,801 + Y	1070.68 + X	
Greater than Full Capacity	Greater than 350,801 + Y	1070.68 + X + Additional ERUs	$Additional\ ERUs = [Metered\ GPD - (350,801\ GPD + Y\ GPD)] \times \frac{1\ ERU}{275\ GPD}$

Building Permit Numbers ³	Permit Capacity (ERUs)	Current Capacity at Time of Agreement/Amendment (Wastewater GPD)	Current Capacity at Time of Agreement/Amendment (Potable Water GPD)	Effective Date of Agreement/Amendment
B04901751, B04902600	736.173	220,852	257,661	8/29/2006
B04900831, B10902562, B12901912	744.305	223,292	260,507	8/6/2013
B02902382, B02902432, B16903463, B16903464, B17904892, B17904894	755.177	226,279	264,038	TBD
Future Permit Numbers	TBD	TBD	TBD	TBD

1. OCU is providing wastewater service and monitoring the wastewater flow through the potable water meter readings. Therefore, instead of ERU values, water ERC flow values of 350 GPD/ERU and 275 GPD/ERU are being used in this table. Ordinance 2013-15 revised Chapter 37 of the Orange County Code and the ERC value from 350 GPD to 275 GPD.
2. X is the Future Permitted Capacity Flow in ERUs and Y is the Future Permitted Capacity Flow in GPD
X and Y will be defined by future permitted projects and will be used to update Exhibit B for each amendment.
3. This table will be modified to include Building Permits associated with the Future Permitted Capacity.