



Interoffice Memorandum

January 28, 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 "Raymond E. Hanson".

**SUBJECT: BCC Agenda Item – Consent Agenda
February 12, 2019 BCC Meeting
Agreement for Utility Line Removal and Replacement and
Maintenance of Electrical Power Amongst City of Orlando, Florida,
Orange County, Florida, and D. R. Horton, Inc.; Escrow Agreement
Contact Person: Andres Salcedo, P.E., Assistant Director
Utilities Department
407-254-9719**

D. R. Horton Inc., the property owner of Waterleigh PD Phase 3A, desires to relocate a portion of the existing easement, relocate and replace Water Conserv II pipes, and remove the associated electrical power lines from the property as part of the property owner's construction. The City of Orlando and Orange County will allow the property owner to proceed with construction at the sole cost of the property owner, in accordance with the Agreement for Utility Line Removal and Replacement and Maintenance of Electrical Power Amongst City of Orlando, Florida, Orange County, Florida, and D. R. Horton, Inc. (the "Agreement").

The Agreement will be in effect until the construction, including removal and replacement of the pipes, has been completed and paid for, Duke Energy has connected permanent electrical service to the well sites, and the project associated with the plans and specifications is certified complete and accepted by the City of Orlando and Orange County.

The property owner has agreed to post a surety to guarantee funds are available to pay for the design, permitting, and construction of temporary power as stated within the Agreement. The property owner has requested to post such surety in the form of a cash escrow in the amount of \$81,523 and will adhere to the terms set forth in the Escrow Agreement.

The Orange County Attorney's Office and Risk Management staff reviewed the documents and found both acceptable as to form. Orange County Comptroller staff reviewed the Escrow Agreement and found it acceptable as to form. Orange County Utilities staff recommends approval.

Action Requested: Approval and execution of (1) Agreement for Utility Line Removal and Replacement and Maintenance of Electrical Power amongst City of Orlando, Florida, Orange County, Florida, and D.R. Horton, Inc. and (2) Escrow Agreement by and among D.R. Horton, Inc., Orange County, City of Orlando, and Orange County Comptroller in the amount of \$81,523.

District 1.

**AGREEMENT FOR UTILITY LINE REMOVAL AND REPLACEMENT
AND MAINTENANCE OF ELECTRICAL POWER
AMONGST
CITY OF ORLANDO, FLORIDA, ORANGE COUNTY, FLORIDA,
AND D. R. HORTON, INC.**

THIS AGREEMENT FOR UTILITY LINE REMOVAL AND REPLACEMENT AND MAINTENANCE OF ELECTRICAL POWER AMONGST CITY OF ORLANDO, FLORIDA, ORANGE COUNTY, FLORIDA, AND D. R. HORTON, INC. (the "Agreement") is made and entered into by and between **ORANGE COUNTY**, a charter county and political subdivision of the state of Florida (the "County") whose address is 201 South Rosalind Avenue, Orlando, Florida 32801, **CITY OF ORLANDO**, a municipal corporation organized and existing under the laws of the state of Florida (the "City") whose address is 400 South Orange Avenue, Orlando, Florida 32801, collectively the County and the City are referred to as "**Conserv II Partners**," and **D.R. HORTON, INC.**, a Delaware corporation ("**DRH**"), whose principal place of business is 1341 Horton Circle, Arlington, Texas 76148. In this Agreement, the County, the City, and DRH may be referred to individually as a "**Party**" or collectively as the "**Parties**."

WHEREAS, Conserv II Partners operates a reclaimed water distribution system in part of Orange and Lake counties commonly referred to as "**Water Conserv II**." Hereinafter, Water Conserv II will be referred to as "**WCII**"; and

WHEREAS, DRH, through a contractor, will be performing certain site work (the "**Construction**"), within certain property located in Orange County, Florida, more particularly described on **Exhibit "A"** attached to and made a part of this Agreement (the "**Property**"); and

WHEREAS, there are currently located within the Property certain WCII pipes (the "**Pipes**") serving supplemental water supply wells, identified as Wells 3W-04 and 3W-05, located on property owned by Conserv II Partners in the vicinity of the Property as more particularly described on **Exhibit "B"** attached to and made a part of this Agreement (the "**Well Sites**"); and

WHEREAS, certain electrical power lines are co-located with the Pipes, and provide power to the Well Sites; and

WHEREAS, the segment of the Pipes and electrical power lines that are located across the Property are within an easement recorded at Orange County, Florida, Official Records Book 3548, Page 511 (the “**Original Easement**”) and is depicted on **Exhibit “A”**; and

WHEREAS, DRH desires to relocate a portion of the Original Easement, relocate and replace the Pipes, and remove the associated electrical power lines from the Property; and

WHEREAS, Conserv II Partners is willing to allow DRH to proceed with the Construction, and, at the sole cost of DRH, to relocate a portion of the Original Easement, relocate and replace the Pipes, and eliminate the electrical lines currently located and existing within the Property, but only in accordance with the conditions specifically set forth in this Agreement providing for an amendment to the Original Easement (the “**Amended and Restated Easement**”), the relocation and replacement of the Pipes, the removal of the existing electrical power lines, and the installation of a new electrical power supply to the supplemental wells at the Well Sites that provide electrical power to the supplemental wells without interruption.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

1. **RECITALS.** All of the recitals contained in this Agreement are true and correct, and are incorporated in and made a part of this Agreement by this reference.

2. **RELOCATION AND REPLACEMENT OF PIPES; CONSTRUCTION PLANS AND SPECIFICATIONS.** Conserv II Partners agree that, in connection with the Construction, DRH may remove and replace the Pipes within the area subject to the Amended and Restated Easement, and remove the existing electrical lines co-located with the Pipes within the Property. The relocation and replacement of the Pipes, the removal of the existing electrical lines, and the installation of a new, permanent electrical power supply to the supplemental wells at the Well Sites and all other work directly or indirectly related to thereto, (all of which activities are included under the term Construction, as defined herein), must be performed in accordance with the Plans and Specifications, as the term “Plans and Specifications” is defined below in this Section 2. DRH must prepare plans and specifications for the Construction, including a separate schedule and plans specifically depicting the replaced Pipes connecting to the supplemental wells at the Well Sites from Station 25+50 to Station 27+50 along Street ‘AA’ and from Station 32+40 to Station 45+64 along Atwater Bay Drive, as depicted in the Waterleigh PD, Phase 3A Construction Plans. DRH must submit the final draft of the plans and specifications to Conserv II Partners for review and written approval at least 30 days prior to the scheduled date for initiation of Construction. If Conserv II Partners object to any part of the submitted plans and specifications, DRH will, within 30 days, make the revisions necessary to obtain Conserv II Partners’ approval. The final draft of the plans and specifications approved by Conserv II Partners are referred to as the “**Plans and Specifications.**” The Plans and Specifications must include any and all activities and work efforts required to perform the Construction, including though not exclusively, the complete replacement of the Pipes, and show all specific locations. DRH shall ensure that Construction, including though not exclusively, the replacement of the Pipes to serve the supplemental wells at the Well Sites, is completed in accordance with the Plans and Specifications. DRH will not initiate Construction under this

Agreement until Conserv II Partners have approved the Plans and Specifications as provided herein.

3. **AMENDED AND RESTATED EASEMENT.** DRH, at its sole cost, must prepare a legal description and sketch of description of the area to be encumbered under the Amended and Restated Easement. The legal description and sketch of description must be submitted with the final draft of the plans and specifications referenced in Section 2 above for approval by the City and the County. The County-approved legal description and sketch of description will be attached to the Amended and Restated Easement, a draft copy of which is attached to this Agreement as **Exhibit "C."** The Amended and Restated Easement, including the exhibits, must be approved by the Orange County Board of County Commissioners and recorded in the Official Records of Orange County, Florida, at DRH's sole cost, prior to commencing Construction.

4. **CONSTRUCTION COSTS; ELECTRICAL SERVICE MAINTENANCE; CASH ESCROW.** DRH is responsible for all costs of the Construction, including though not exclusively, replacement of the Pipes to serve the supplemental wells at the Well Sites in accordance with the Plans and Specifications. The cost of Pipe replacement includes, but is not limited to, excavating, installing, testing, and backfilling of new replacement pipes and fittings, and removal of existing pipes and fittings, backfilling, ground restoration, and disposal of the removed pipes and fittings as required by Conserv II Partners. In addition, DRH must provide standby generators to Conserv II Partners to provide uninterrupted electrical service to the Well Sites. DRH must work with Duke Energy to ultimately establish full electrical service to the Well Sites. The cost, if any, for Duke Energy's design of service to the Well Sites is the sole responsibility of DRH. The cost of the ultimate installation by Duke Energy of permanent electrical power to the Well Sites will also be the sole responsibility of DRH. DRH will indemnify and hold harmless Conserv II Partners from any costs, charges, and fees related to a removal of existing power lines associated with the Pipes on the Property, the provision of uninterrupted electrical service, and the installation by Duke Energy, or any of its contractors or subcontractors, of permanent electrical power to the Well Sites. Prior to initiating Construction until the time Duke Energy establishes permanent electrical power service to each of the Well Sites, DRH shall provide a 200 kilowatt generator for each well at the Well Sites. The cost of the generators, including the cost of the operation, maintenance, repair, and replacement is the sole responsibility of DRH. Any costs incurred by Conserv II Partners to operate, maintain, repair and replace the generators shall be paid by DRH within 45 days of receipt of an invoice from Conserv II Partners. Generators shall be provided to Conserv II Partners as required to ensure uninterrupted electric service to the Well Sites or upon 24 hour notice from Conserv II Partners to DRH. DRH has the responsibility to maintain, repair, and replace the generators, including the provision of fuel, as necessary to ensure uninterrupted electric service to the Well Sites during the entire term of this Agreement. DRH will provide Conserv II Partners with full access to the generators at all times in order to operate the generators and undertake any other action necessary to prevent the interruption of electrical power to the Well Sites. In addition, an escrow account shall be established with the Orange County Comptroller serving as the escrow agent (the "**Escrow Agent**") in an escrow agreement in substantially the same form and substance as the draft escrow agreement attached to this Agreement as **Exhibit "D."** The escrow account shall be in the amount of Eighty-One Thousand Five Hundred Twenty-Three and 00/100 Dollars (\$81,523.00) (the "**Escrowed Funds**"). The Escrowed Funds may be used only in the event of a

default by DRH under terms of this Agreement. Upon completion of all obligations under this Agreement by DRH and establishment of permanent electrical power by Duke Energy serving the Well Sites, the Escrowed Funds, or any remaining portion of such Escrowed Funds, will be returned to DRH by the Escrow Agent and all DRH-supplied generators will be returned to DRH.

5. **PERMITS.** DRH agrees that, at its sole cost and expense and prior to commencing any work related to the Construction, it will obtain all necessary federal, state, and local government permits and authorizations in connection with the Construction, including replacement of the Pipes, and DRH must provide Conserv II Partners copies of all permits and authorizations prior to initiating any work relating to the Construction, including though not exclusively, relocation or replacement of the Pipes and removal of the electrical power lines.

6. **COMMENCEMENT OF CONSTRUCTION; DILIGENT PURSUIT TO COMPLETION.** In conjunction with commencement of the Construction, DRH shall hire a contractor and commence removal and replacement of the Pipes and electric service, based upon the Plans and Specifications and permits for the same. DRH shall provide 7 days written notice to Conserv II Partners and diligently pursue completion of the removal and replacement of the electric service. Connection of the permanent electric service to the wells shall be completed no later than 240 days following initial disconnection of the electric service in order to minimize disruption of service of the Well Sites. DRH shall also provide 7 days written notice to Conserv II Partners and diligently pursue completion of the removal and replacement of the Pipes. Connection of the Pipes to the wells shall be completed no later than 60 days following initial disconnection of the Pipes in order to minimize disruption of service of the Well Sites.

7. **DISPUTES.** All claims, disputes and other matters in question between the Parties arising out of, or relating to, this Agreement or its performance or breach (a “Dispute”) shall be resolved in the following order: (a) good-faith negotiation, (b) mediation, and then (c) judicial resolution. The process of “good-faith negotiation” requires each Party to set out in writing to the other its reason(s) for adopting a specific conclusion or for selecting a particular course of action, together with the sequence of subordinate facts leading to the conclusion or course of action. The good-faith negotiations shall include at least one meeting of representatives of the Parties. The Party-representative shall have authority to resolve the Dispute.

8. **PERFORMANCE AND PAYMENT BONDS; MAINTENANCE GUARANTEE; AND BILL OF SALE.**

a. Prior to commencing the Construction, DRH or its general contractor must obtain and deliver to Conserv II Partners a payment bond and a performance bond, reasonably acceptable to Conserv II Partners, pursuant to Section 255.05, Florida Statutes, as it may be amended. The payment and performance bonds shall name both the County and the City as Dual-Obligees and be assignable to the County and the City following acceptance of the replacement of the Pipes by Conserv II Partners. The surety company issuing the payment bond and the performance bond must meet the following qualifications:

- Surety must be licensed to do business in the State of Florida, maintain an A-VI or better rating with A.M. Best or an equivalent rating agency and shall comply with the provisions of Section 255.05, Florida Statutes.

- Surety must be listed on the most recent version of the U.S. Department of Treasury Fiscal Service, Bureau of Financial Management, Circular 570 entitled: "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies."

- All bonds/surety instruments shall be originals and issued by a producing agent with the authority to issue said bonds/surety instruments on behalf of the surety company. Attorneys-in-fact who sign bonds/surety instruments must attach with each bond/surety instrument a certified and effectively dated copy of their power of attorney. Agents of surety companies must list their name, address, and telephone number on all bonds/surety instruments.

b. DRH shall provide a maintenance guarantee in the form of an irrevocable letter of credit, cash escrow, or maintenance bond in favor of the County and the City in an amount equal to 10% of the costs of the Pipes replacement. The purpose of the maintenance guarantee is to guarantee the materials, workmanship, structural integrity, functioning, and maintenance of the Pipes replacement. The surety company issuing the maintenance bond shall meet the qualifications set forth in Section 8.a. of this Agreement. If the maintenance guarantee is provided in the form of an irrevocable letter of credit, the letter of credit must be drawn on a financial institution having an office for the letter of credit presentation in either Orange, Seminole, or Osceola counties, and the financial institution must be on the State of Florida approved "qualified public depositories" list for local governments, as identified in Chapter 280, Florida Statutes. The maintenance guarantee shall be in a form acceptable to Conserv II Partners.

c. Prior to Conserv II Partners issuance of the certificate of completion for the Pipes replacement, DRH must deliver to Conserv II Partners a bill of sale in favor of the County and the City, and a maintenance guarantee provided herein for the Pipes replacement, at which time Conserv II Partners will be deemed to have accepted the dedication of and ownership and operational responsibility for the Pipes.

9 INSURANCE.

a. DRH or its contractor(s) shall procure and maintain throughout the Construction, and the term of this Agreement, insurance with limits and terms as specified below. DRH and its contractors agree to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County and the City for the workers' compensation and general liability policies as required in this Agreement. Prior to commencement of Construction DRH shall provide the City and the County with current certificates of insurance evidencing all required coverage. Renewal certificates shall be provided not less than 24 hours following the renewal or replacement of any coverage required herein.

(i) Workers' compensation insurance with statutory workers' compensation limits and no less than One Million and 00/100 Dollars (\$1,000,000.00) for Employer's Liability with a waiver of subrogation in favor of the City and the County, their consultants, agents, employees and officials. Elective exemptions as defined in Chapter 440, Florida Statutes, are not acceptable.

(ii) Commercial general liability insurance for all operations including, but not limited to contractual, products, completed operations, and personal injury with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and an aggregate limit of at least twice the per occurrence limit.

(iii) Business automobile liability for all owned, non-owned, and hired vehicles with limits of not less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00) per accident. In the event DRH or its contractors do not own automobiles, they must maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the commercial general liability policy or separate business auto liability policy.

(iv) Professional Liability (errors and omissions) for engineering design in amounts not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence.

(v) Contractor's pollution liability coverage in an amount of not less than One Million and 00/100 Dollars (\$1,000,000) per occurrence or incident to include all cleanup, remediation, monitoring or reporting of a pollution incident related to the removal or replacement of the Pipes.

b. DRH is responsible for ensuring that each of its contractors and subcontractors of every tier procure and maintain the insurance specified above and must furnish to Conserv II Partners evidence of such insurance including endorsements prior to commencement of Construction. Both the County and the City must be specifically named (scheduled) as an additional insured on all policies except for workers' compensation coverage. All coverage shall be primary and not contributory with any insurance or self-insurance maintained by the County or the City. DRH must provide Conserv II Partners notice of any material change, cancellation, or non-renewal of any policy required herein at least 30 days prior to the occurrence thereof.

10. **LIMITATION OF LIABILITY; NO JURY TRIAL.**

a. Conserv II Partners and DRH expressly agree that the consideration, in part, for each of them entering into this Agreement is the willingness of the other to limit the remedies as provided herein. Except as otherwise provided herein, in redress for the failure of each Party to perform its obligations under this Agreement, the Parties shall have only the following remedies available against each other:

- (i) action for specific performance; or
- (ii) action for injunction; or
- (iii) action for declaratory judgment regarding the rights and obligations of DRH or Conserv II Partners; or
- (iv) any combination of the foregoing.

b. The Parties expressly waive their respective rights to sue for damages of any type for breach of or default under this Agreement by the other. The Parties expressly agree that each shall bear the cost of its own attorney's fees for any action arising out of or in connection with this Agreement. The Parties waive their respective rights to trial by jury.

11. **INDEMNIFICATION.** For value received, which is hereby acknowledged, DRH shall, on behalf of itself, its agents, contractors, successors and assigns, to the fullest extent permitted by law, defend, indemnify, and hold harmless the City and the County, their officials, agents, and employees from and against any and all liabilities, claims, damages, losses, costs and expenses (including attorneys' fees) arising out of or resulting from the performance of the Construction activities, provided that any such liability, claim, damage, loss, cost or expense:

a. Is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the Construction activities themselves) including the loss of use resulting therefrom, and

b. Is caused in whole or part by an act or omission relating to the Construction by DRH, its agents or employees, or any contractor employed by DRH, or anyone directly or indirectly employed by DRH or its contractor(s), their subcontractors, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the negligence of the City or the County.

12. **ENTIRE AGREEMENT.** This Agreement embodies and constitutes the entire understanding of the Parties with respect to the subject matter addressed herein, and all prior or contemporaneous agreements, undertakings, representations and statements, oral or written are merged into this Agreement.

13. **ASSIGNMENT.** This Agreement or any of the rights, obligations and responsibilities hereunder, shall be in no part assignable by DRH without the consent or approval of such assignment by Conserv II Partners, provided that Conserv II Partners' approval will not be unreasonably withheld so long as the successor to DRH is of substantially similar economic status and capable of fulfilling all obligations of DRH under this Agreement, including but not limited to the ability to maintain the insurance and indemnification obligations of DRH. Only upon the written acceptance by Conserv II Partners of the successor to DRH will DRH be fully released from any and all obligations and responsibilities arising under or attributable to the Agreement.

14. **NOTICE.** Any notice delivered with respect to this Agreement shall be in writing and be deemed to be delivered (whether or not actually received) when (i) hand delivered to the person(s) designated in this Section 14, or (ii) upon deposit of such notice in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address set forth opposite the Party's name below, or such other address or to such other person as the Party shall have specified by written notice to the other Party delivered in accordance herewith:

To DRH: D.R. Horton, Inc.
6200 Lee Vista Boulevard, Suite 400
Orlando, Florida 32822-5149
Attn: Christopher Wrenn

With a copy to: Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 North Eola Drive

Orlando, Florida 32801-2028
Attn: Miranda F. Fitzgerald

To County: Orange County Utilities Department
9150 Curry Ford Road
Orlando, Florida 32825-7600
Attn: Director

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

To City: City of Orlando
Public Works Department
400 South Orange Avenue
Orlando, FL 32801-3360
Attn: Director

All such notices or other communication shall be deemed effective (i) upon delivery, if delivered by hand, certified mail or private courier or (ii) upon refusal of delivery if properly addressed.

15. **APPLICABLE LAW, VENUE.** The Parties acknowledge that this Agreement was executed and delivered within the state of Florida. The provisions of this Agreement shall be construed, controlled and interpreted according to the laws of the State of Florida without giving effect to any choice of laws or rules thereof that may direct the application of laws of another jurisdiction. Venue for any actions initiated under or in connection with this Agreement shall be in the Circuit Court for the Ninth Judicial Circuit of Florida in Orange County.

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

17. **TERM.** This Agreement shall be effective as of the date of last execution below (the "Effective Date") and continue in effect until the Construction, including removal and replacement of the Pipes, has been completed and paid for, and Duke Energy has connected permanent electrical service to the Well Sites, and the project associated with the Plans and Specifications is certified complete and accepted by Conserv II Partners, unless the Agreement is earlier terminated by mutual, written consent of the Parties.

18. **COMPLIANCE WITH LAWS AND REGULATION.** In performing pursuant to this Agreement, each Party hereto shall abide by the respective statutes, ordinances, rules and regulations pertaining to, or regulating, the acts of such Party.

19. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts each of which when executed and delivered shall be an original, but all counterparts shall together constitute one and the same instrument.

20. **NON-WAIVER.** No consent or waiver, expressed or implied, by any Party, to or of any breach or default of the other Party, with regard to the performance by the other Party of its obligations under this Agreement shall be deemed or construed to constitute consent or waiver, to or of, any other breach or default in the performance of that Party, of the same or of any other objection of performance incumbent upon that Party. Failure on the part of any Party to complain of any act or failure to act on the part of the other Party in default, irrespective of how long the failure continues, shall not constitute a waiver by that Party of its rights and any remedies that exist under this Agreement, at law, or in equity.

21. **REASONABLE APPROVALS.** In those instances in this Agreement in which a Party's approval, consent or satisfaction is required and a time period is not specified, then it shall be implied that such action shall be exercised in a reasonable manner and within a reasonable time frame relative to the nature of work or act in progress.

22. **LAND USE AND OTHER REGULATORY APPROVALS.** This Agreement shall not be construed as granting or assuring or indicating any further grant of any land use, zoning, subdivision, density or development approvals, permissions or rights with respect to the Project. Nor shall this Agreement be deemed to reduce, eliminate, derogate from, or otherwise adversely affect any such approvals, permissions, or rights.

23. **AMENDMENT.** This Agreement may only be amended by an instrument in writing executed by the Parties or their successors in interest.

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

SIGNATURES ON FOLLOWING PAGES

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the Parties have hereunto executed this Agreement as of the dates indicated below.

Signed, sealed and delivered in the presence of the following witnesses:

D.R. HORTON, INC., a Delaware corporation

By: [Signature]

Name: CHRIS WRENN

Title: ASSISTANT SECRETARY

Date: 12/21/18

[Signature]
Signature of Witness

Ryan Conklin
Printed Name of Witness

[Signature]
Signature of Witness

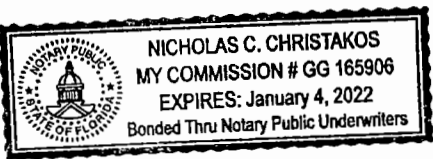
Bradley Kingsley
Printed Name of Witness

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 21st day of December, 2018, by Chris Wrenn as Asst Sec of D.R. Horton, Inc., a Delaware corporation, on behalf of the company. He/she is personally known to me or has produced _____ as identification.

(Notary Seal)


[Signature]
Notary Public



Nicholas C Christakos
Name Printed or Stamped

My Commission Expires: 1/4/22

CITY OF ORLANDO, FLORIDA

By: 

Mayor/ Mayor Pro Tem
Samuel B. Ines

Date: JANUARY 16, 2019

(SEAL)

Attest: Denise Aldridge

By: Denise Aldridge
City Clerk

The form of execution of the foregoing contract is hereby approved:

Approved as to Form and Legality for
The Use and Reliance of the City of
Orlando, only

1/16, 2019



Chief Assistant City Attorney

City Council Meeting: 1-14-19
Item: I-5 Documentary: 190114I05



ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Jerry L. Demings*
for Jerry L. Demings
Orange County Mayor

Date: *12 Feb 19*

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

By: *Craig A. Stopa*
for Deputy Clerk

EXHIBIT A
LEGAL DESCRIPTION
WATERLEIGH PHASE 3

A TRACT OF LAND LYING IN SECTION 6 & 7, TOWNSHIP 24 SOUTH, RANGE 27 EAST BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF TRACT SW-1, WATERLEIGH PHASE 2A, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 92, PAGES 6 THROUGH 16 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 01°28'18" EAST, 55.12 FEET; THENCE RUN SOUTH 89°21'27" WEST, 241.10 FEET; THENCE RUN SOUTH 00°38'33" EAST, 258.00 FEET; THENCE RUN SOUTH 89°21'27" WEST, 255.05 FEET; THENCE RUN SOUTH 00°38'33" EAST, 64.76 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY; THENCE RUN WESTERLY, ALONG SAID NON-TANGENT CURVE HAVING A RADIUS OF 2823.50 FEET, A CENTRAL ANGLE OF 02°01'11", AN ARC LENGTH OF 99.53 FEET, A CHORD LENGTH OF 99.52 FEET AND A CHORD BEARING OF NORTH 89°37'58" WEST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 89°21'27" WEST, 824.24 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 463.50 FEET, A CENTRAL ANGLE OF 30°30'04", AN ARC LENGTH OF 246.74 FEET, A CHORD LENGTH OF 243.84 FEET AND A CHORD BEARING OF SOUTH 74°06'25" WEST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 58°51'23" WEST, 55.24 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 82°51'58", AN ARC LENGTH OF 36.16 FEET, A CHORD LENGTH OF 33.09 FEET AND A CHORD BEARING OF SOUTH 17°25'24" WEST; THENCE RUN SOUTH 64°41'44" WEST, NON-TANGENT TO SAID CURVE, 506.64 FEET; THENCE RUN SOUTH 45°49'35" WEST, 864.26 FEET; THENCE RUN SOUTH 89°46'49" WEST, 659.72 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE RUN NORTH 00°12'38" WEST, ALONG SAID WEST LINE, 895.80 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 7; THENCE RUN NORTH 00°22'07" EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 2635.54 FEET TO THE NORTHWEST CORNER OF SAID SECTION 7 ALSO BEING THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE RUN NORTH 00°05'42" WEST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6, A DISTANCE OF 524.00 FEET TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1097, PAGE 2333 OF SAID PUBLIC RECORDS; THENCE RUN NORTH 89°54'18" EAST, ALONG THE SOUTH LINE OF SAID LANDS, 275.00 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE RUN NORTH 00°05'42" WEST, ALONG THE EAST LINE OF SAID LANDS, 400.00 FEET TO THE NORTHEAST CORNER THEREOF; THENCE RUN SOUTH 89°54'18" WEST, ALONG THE NORTH LINE OF SAID LANDS, 275.00 FEET TO THE NORTHWEST CORNER THEREOF AND THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 6; THENCE RUN NORTH 00°05'42" WEST, ALONG SAID WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 6, A DISTANCE OF 1740.56 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 6; THENCE RUN NORTH 89°33'15" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6, A DISTANCE OF 2850.84 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE RUN SOUTH 00°12'17" EAST, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, 1774.10 FEET; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°47'40" WEST, 871.73 FEET; THENCE RUN SOUTH 49°51'48" WEST, 409.28 FEET; THENCE RUN SOUTH 89°52'32" WEST, 142.12 FEET; THENCE RUN SOUTH 00°07'28" EAST, 389.53 FEET; THENCE RUN SOUTH 65°16'28" EAST, 514.46 FEET; THENCE RUN SOUTH 00°20'49" WEST, 211.46 FEET; THENCE RUN SOUTH 39°51'02" EAST, 492.45 FEET; THENCE RUN SOUTH 61°12'36" EAST, 492.48 FEET; THENCE RUN NORTH 65°23'04" EAST, 30.26 FEET; THENCE RUN NORTH 62°45'57" EAST, 61.06 FEET; THENCE RUN NORTH 78°22'19" EAST, 63.48 FEET; THENCE RUN

NORTH 86°38'25" EAST, 50.70 FEET; THENCE RUN SOUTH 79°56'29" EAST, 58.22 FEET; SOUTH 68°33'28" EAST, 76.72 FEET; THENCE RUN SOUTH 60°11'31" EAST, 90.94 FEET; THENCE RUN SOUTH 53°02'00" EAST, 59.98 FEET; THENCE RUN SOUTH 46°26'45" EAST, 58.15 FEET; THENCE RUN SOUTH 34°32'04" EAST, 55.28 FEET; THENCE RUN SOUTH 38°18'46" EAST, 35.23 FEET; THENCE RUN SOUTH 17°09'02" EAST, 78.71 FEET; THENCE RUN SOUTH 23°53'57" EAST, 40.43 FEET; THENCE RUN SOUTH 05°46'25" EAST, 52.46 FEET; THENCE RUN SOUTH 22°49'20" WEST, 66.68 FEET; THENCE RUN SOUTH 27°03'39" WEST, 64.58 FEET; THENCE RUN SOUTH 12°23'03" WEST, 54.68 FEET; THENCE RUN SOUTH 09°46'05" EAST, 60.46 FEET; THENCE RUN SOUTH 49°14'05" EAST, 25.45 FEET; THENCE RUN SOUTH 59°00'35" EAST, 52.53 FEET; THENCE RUN SOUTH 62°44'41" EAST, 49.70 FEET; THENCE RUN SOUTH 74°23'23" EAST, 28.90 FEET; THENCE RUN SOUTH 85°04'05" EAST, 85.38 FEET; THENCE RUN SOUTH 70°21'06" EAST, 48.24 FEET; THENCE RUN SOUTH 53°03'29" EAST, 85.29 FEET; THENCE RUN SOUTH 49°43'06" EAST, 96.08 FEET; THENCE RUN SOUTH 81°44'38" EAST, 65.45 FEET; THENCE RUN NORTH 81°10'30" EAST, 109.62 FEET; THENCE RUN NORTH 82°03'42" EAST, 76.15 FEET TO THE NORTHWEST CORNER OF SAID WATERLEIGH PHASE 2A; THENCE RUN ALONG THE WEST LINE OF SAID WATERLEIGH PHASE 2A THE FOLLOWING COURSES: SOUTH 25°25'42" EAST, 23.18 FEET; THENCE RUN SOUTH 37°18'36" WEST, 24.82 FEET; THENCE RUN SOUTH 06°37'22" WEST, 32.81 FEET; THENCE RUN SOUTH 18°02'13" WEST, 24.50 FEET; THENCE RUN SOUTH 53°52'20" EAST, 32.38 FEET; THENCE RUN SOUTH 13°02'06" WEST, 19.66 FEET; THENCE RUN SOUTH 70°28'51" WEST, 112.34 FEET; THENCE RUN NORTH 77°37'39" WEST, 76.40 FEET; THENCE RUN NORTH 67°00'21" WEST, 59.77 FEET; THENCE RUN SOUTH 70°12'43" WEST, 42.73 FEET; THENCE RUN SOUTH 51°39'42" WEST, 77.13 FEET; THENCE RUN SOUTH 30°10'22" WEST, 110.89 FEET; THENCE RUN SOUTH 41°18'07" WEST, 184.02 FEET; THENCE RUN SOUTH 68°46'15" WEST, 34.66 FEET; THENCE RUN SOUTH 01°59'01" EAST, 26.48 FEET; THENCE RUN SOUTH 17°10'13" EAST, 145.52 FEET; THENCE RUN SOUTH 05°59'44" WEST, 32.14 FEET TO THE POINT OF BEGINNING.

LESS ALL OF THE LANDS DESCRIBED AS PARCEL 112, OFFICIAL RECORDS BOOK 3630, PAGE 1968 OF SAID PUBLIC RECORDS, DESCRIBED AS FOLLOWS:

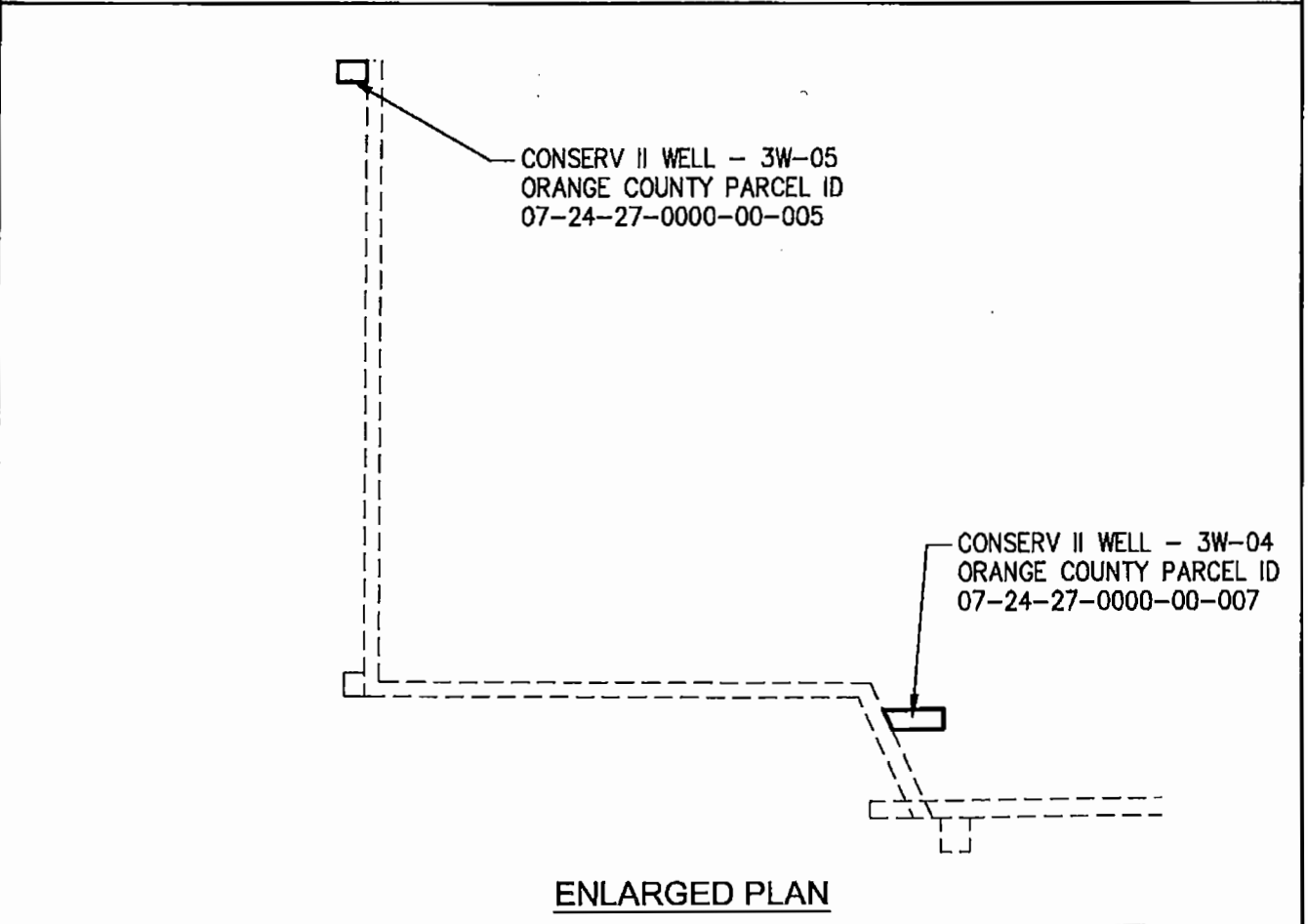
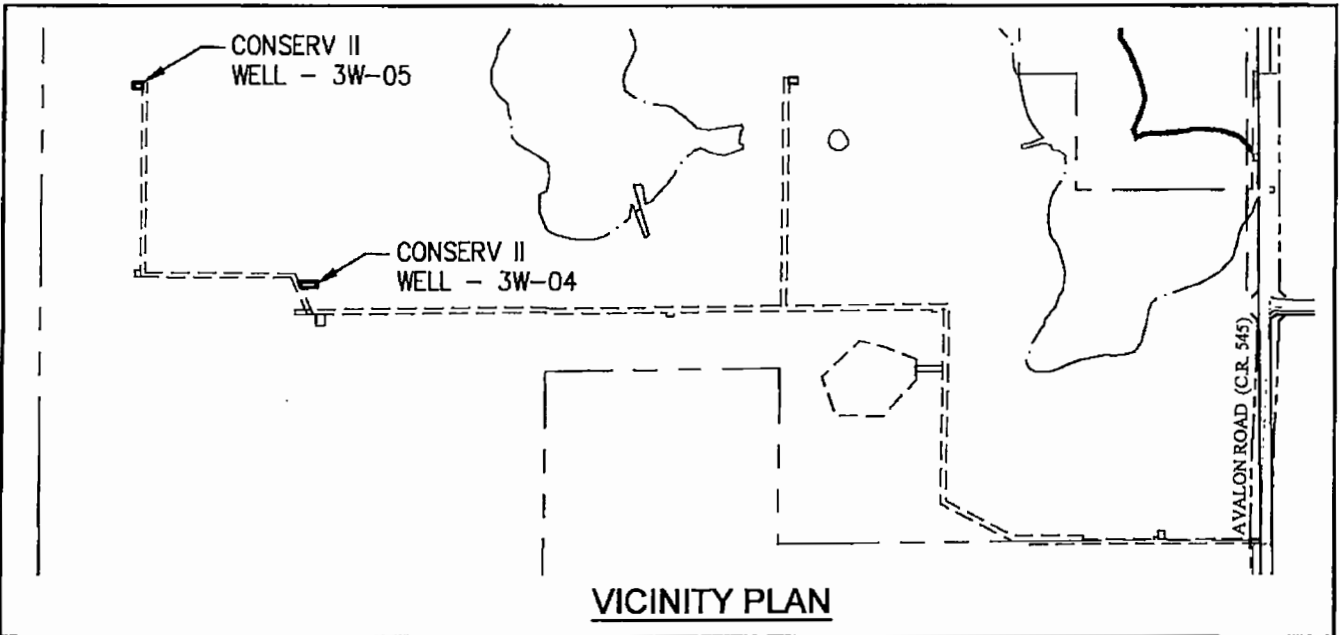
COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 7 FOR A POINT OF REFERENCE: THENCE RUN NORTH 89°48'25" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER, 510.00 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 89°48'25" EAST, ALONG SAID NORTH LINE, 50.00 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°07'52" WEST, 35.00 FEET; THENCE RUN SOUTH 89°48'25" WEST, 50.00 FEET; THENCE RUN NORTH 00°07'52" EAST, 35.00 FEET TO THE POINT OF BEGINNING

LESS ALL OF THE LANDS DESCRIBED AS PARCELS 147 AND 148, OFFICIAL RECORDS BOOK 3630, PAGE 1972 OF SAID PUBLIC RECORDS, DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST QUARTER CORNER OF SAID SECTION 7 FOR A POINT OF REFERENCE: THENCE RUN NORTH 89°21'40" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 1477.94 FEET; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 00°38'20" WEST, 152.09 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 24°24'14" WEST, 38.02 FEET; THENCE RUN NORTH 88°34'38" EAST, A DISTANCE OF 104.19 FEET; THENCE RUN SOUTH 01°25'22" EAST, 35.00 FEET; THENCE RUN SOUTH 88°34'38" WEST, 89.35 FEET TO THE POINT OF BEGINNING

THE ABOVE DESCRIBED TRACT OF LAND LIES IN ORANGE COUNTY, FLORIDA AND CONTAINS 355.02 ACRES MORE OR LESS.

Exhibit B

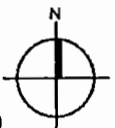
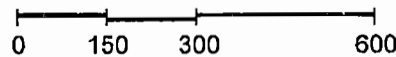


225 E. Robinson Street, Suite 300
Orlando, Florida 32801 | 407.839.4006

Waterleigh PD - Phase 3

Conserv II Well Location Map

September 2018



LEGAL DESCRIPTION
THIS IS NOT A SURVEY

PROJECT NAME: WATERLEIGH PD PHASE 3A
 ORANGE COUNTY PROJECT NUMBER: 17-S-077

LEGAL DESCRIPTION

A PARCEL OF LAND COMPRISING A PORTION OF SECTION 7, TOWNSHIP 24 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

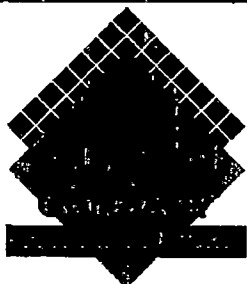
COMMENCING AT THE WEST QUARTER CORNER OF SECTION 7, TOWNSHIP 24 SOUTH, RANGE 27 EAST; THENCE RUN NORTH 89°21'27" EAST ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 7 FOR A DISTANCE OF 1544.11 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 89°21'27" EAST CONTINUING ALONG SAID NORTH LINE FOR A DISTANCE OF 0.91 FEET TO A POINT ON THE EAST LINE OF A PIPELINE EASEMENT DESCRIBED IN OFFICIAL RECORDS BOOK 3548 PAGE 511 OF SAID PUBLIC RECORDS; THENCE RUN NORTH 24°24'14" WEST ALONG SAID EAST LINE FOR A DISTANCE OF 43.14 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 163.50 FEET, AND A CENTRAL ANGLE OF 35°07'39" WITH A CHORD BEARING OF SOUTH 55°52'54" EAST AND A CHORD LENGTH OF 98.68 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 100.24 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 553.38 FEET, AND A CENTRAL ANGLE OF 10°28'48" WITH A CHORD BEARING OF SOUTH 33°04'41" EAST AND A CHORD LENGTH OF 101.08 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 101.22 FEET TO A NON TANGENT POINT; THENCE RUN NORTH 64°41'44" EAST FOR A DISTANCE OF 97.52 FEET; THENCE RUN NORTH 58°51'23" EAST FOR A DISTANCE OF 53.71 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 463.50 FEET, AND A CENTRAL ANGLE OF 30°30'04" WITH A CHORD BEARING OF NORTH 74°06'25" EAST AND A CHORD LENGTH OF 243.84 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 246.74 FEET TO A NON-TANGENT POINT; THENCE RUN SOUTH 00°38'33" EAST, RADIAL WITH SAID CURVE, FOR A DISTANCE OF 30.00 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 433.50 FEET, AND A CENTRAL ANGLE OF 30°30'04" WITH A CHORD BEARING OF SOUTH 74°06'25" WEST AND A CHORD LENGTH OF 228.06 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 230.77 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 58°51'23" WEST FOR A DISTANCE OF 55.24 FEET; THENCE RUN SOUTH 64°41'44" WEST FOR A DISTANCE OF 128.51 FEET; THENCE RUN NORTH 25°18'16" WEST FOR A DISTANCE OF 5.54 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 523.38 FEET, AND A CENTRAL ANGLE OF 13°00'49" WITH A CHORD BEARING OF NORTH 31°48'41" WEST AND A CHORD LENGTH OF 118.62 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 118.88 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 133.50 FEET, AND A CENTRAL ANGLE OF 23°16'42" WITH A CHORD BEARING OF NORTH 49°57'26" WEST AND A CHORD LENGTH OF 53.87 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 54.24 FEET TO THE POINT OF BEGINNING.

CONTAINING 17,884 SQUARE FEET, MORE OR LESS.

PAGE C1 of 2

SEE SHEET 2 OF 2 FOR
 SKETCH OF DESCRIPTION

Drawing name: L:\Data\20140340\Sketches\sk_53-conserv II mod Phase 3.dwg SHEET 1



16 East Plant Street
 Winter Garden, Florida 34787 • (407) 654-5355

SURVEYOR'S NOTES:

1. THIS SKETCH IS NOT VALID UNLESS SIGNED AND SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 24 SOUTH, RANGE 27 EAST, BEING NORTH 89°21'27" EAST.
3. THE LEGAL DESCRIPTION WAS PREPARED WITHOUT BENEFIT OF TITLE.
4. THE RECORDING INFORMATION SHOWN HEREON WAS OBTAINED FROM THE ORANGE COUNTY PUBLIC ACCESS SYSTEM.
5. DELINEATION OF THE LANDS SHOWN HEREON ARE AS PER THE CLIENT'S INSTRUCTIONS.

JOB NO. 20140340
 DATE: 10/4/2018
 SCALE: 1"=100'
 FIELD BY: NA

CALCULATED BY: MR
 DRAWN BY: DR
 CHECKED BY: MR

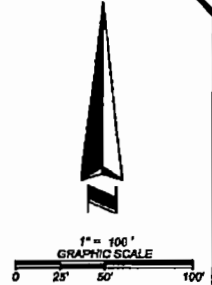
FOR THE LICENSED BUSINESS # 6723 BY:

 JAMES L. RICKMAN P.S.M. # 5833

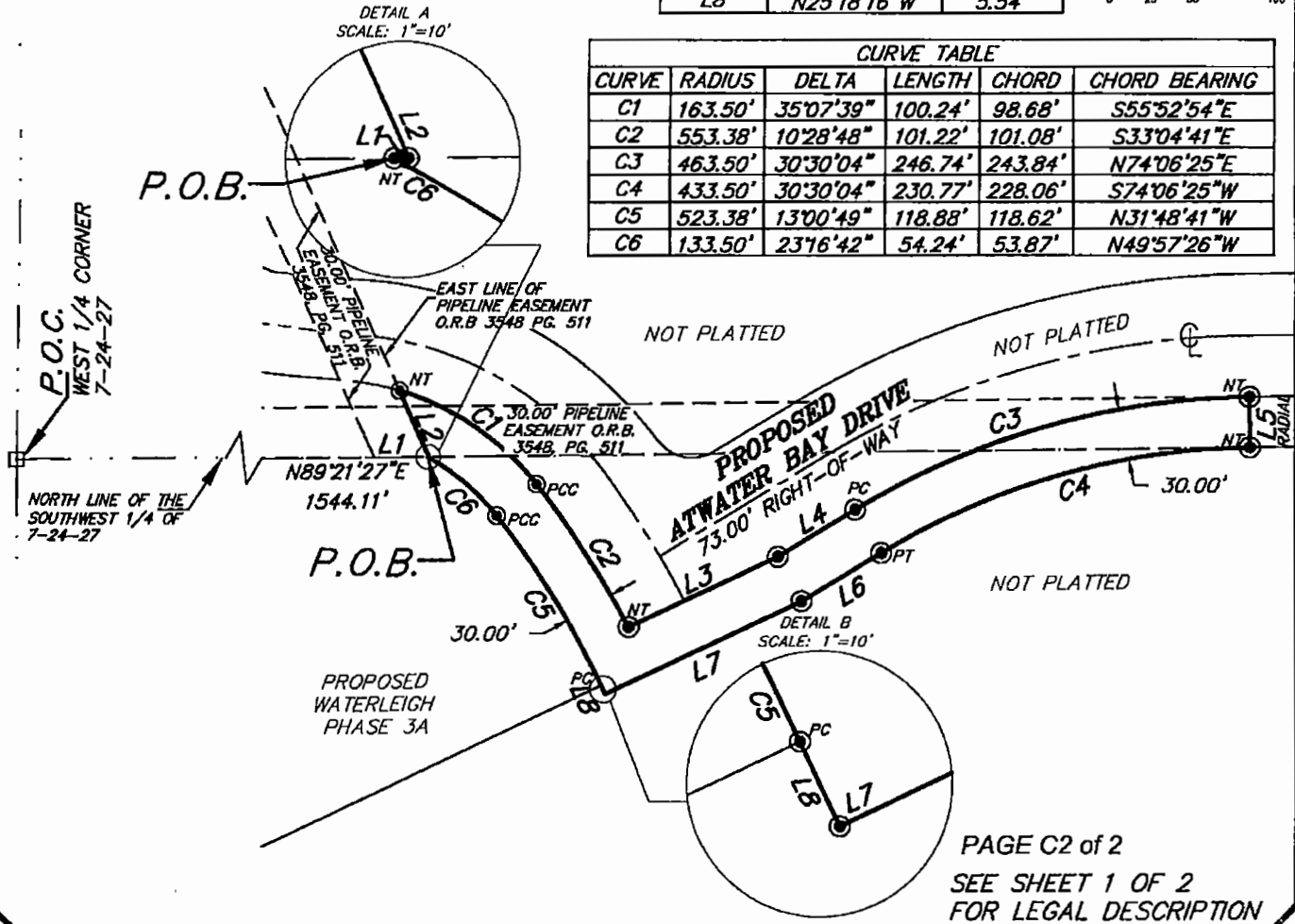
SKETCH OF DESCRIPTION THIS IS NOT A SURVEY

PROJECT NAME: WATERLEIGH PD PHASE 3A
ORANGE COUNTY PROJECT NUMBER: 17-S-077

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°21'27"E	0.91'
L2	N24°24'14"W	43.14'
L3	N64°41'44"E	97.52'
L4	N58°51'23"E	53.71'
L5	S00°38'33"E	30.00'
L6	S58°51'23"W	55.24'
L7	S64°41'44"W	128.51'
L8	N25°18'16"W	5.54'



CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	163.50'	35°07'39"	100.24'	98.68'	S55°52'54"E
C2	553.38'	10°28'48"	101.22'	101.08'	S33°04'41"E
C3	463.50'	30°30'04"	246.74'	243.84'	N74°06'25"E
C4	433.50'	30°30'04"	230.77'	228.06'	S74°06'25"W
C5	523.38'	13°00'49"	118.88'	118.62'	N31°48'41"W
C6	133.50'	23°16'42"	54.24'	53.87'	N49°57'26"W



PAGE C2 of 2
SEE SHEET 1 OF 2
FOR LEGAL DESCRIPTION

Drawing name: L:\Data\20140340\Sketches\sk 53-conserv II mod Phase 3.dwg SHEET 2



16 East Plant Street
Winter Garden, Florida 34787 • (407) 654-5355

LEGEND:			
P.O.B.	POINT OF BEGINNING	PC	POINT OF CURVEATURE
P.O.C.	POINT OF COMMENCEMENT	PCC	POINT OF COMPOUND CURVATURE
⊙	CHANGE IN DIRECTION	C	CURVE
PGS.	PAGES	L	LINE
NT	NON TANGENT	P.B.	PLAT BOOK
⊕	CENTERLINE	PT	POINT OF TANGENT
		ORB	OFFICIAL RECORDS BOOK
JOB NO.	20140340	CALCULATED BY:	MR
DATE:	10/4/2018	DRAWN BY:	DR
SCALE:	1"=100'	CHECKED BY:	MR
FIELD BY:	NA		

EXHIBIT D
ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the “**Escrow Agreement**”) is made and entered into as of the date of latest execution (the “**Effective Date**”), by and among **D.R. HORTON, INC.**, a Delaware corporation (“**DRH**”), whose principal place of business is 1341 Horton Circle, Arlington, Texas 76148; **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida (the “**County**”), whose principal place of business is 201 South Rosalind Avenue, Orlando, Florida 32801, and **CITY OF ORLANDO**, a municipal corporation organized and existing under the laws of the state of Florida (the “**City**”) whose address is 400 South Orange Avenue, Orlando, Florida 32801, collectively the County and the City are referred to as “**Conserv II Partners**” (DRH and Conserv II Partners may collectively be referred to in this Escrow Agreement as the “**Principals**”); and the **Orange County Comptroller**, in its capacity as Escrow Agent (“**Escrow Agent**”), whose principal place of business is 201 South Rosalind Avenue, 4th Floor, Orlando, Florida 32801.

WITNESSETH:

WHEREAS, Conserv II Partners operates a reclaimed water distribution system in part of Orange and Lake counties commonly referred to as “**Water Conserv II.**” Hereinafter, Water Conserv II will be referred to as “**WCII;**” and

WHEREAS, DRH, through a contractor, will be performing certain development work (the “**Construction**”) within certain property located in Orange County, Florida, more particularly described on **Exhibit “A**” attached to and incorporated in this Escrow Agreement by this reference (the “**Property**”); and

WHEREAS, there are currently located within the Property certain WCII pipes (the “**Pipes**”) and electrical power lines co-located with the Pipes, serving supplemental water supply wells, identified as Wells 3W-04 and 3W-05 located on WCII property in the vicinity of the Property as more particularly described on **Exhibit “B**” attached to and incorporated in this Escrow Agreement by this reference (the “**Well Sites**”); and

WHEREAS, the segment of the Pipes and electrical power lines that are located across the Property are within a pipeline easement dated July 24, 1984, recorded at Orange County, Florida, Official Records Book 3548, Page 511 (the “**Original Easement**”) and is depicted on **Exhibit “A;**” and

WHEREAS, DRH desires to relocate a portion of the Original Easement, relocate and replace the Pipes, and remove the associated electrical power lines from the Property. As a result,

the County, the City and DRH have contemporaneously entered into an Agreement for Utility Line Removal and Replacement and Maintenance of Electrical Power Amongst City of Orlando, Florida, Orange County, Florida, and D.R. Horton, Inc.; and

WHEREAS, removal of the electrical power lines will interrupt permanent electrical service to the Well Sites, and necessitate the provision of temporary electrical power to each of the Well Sites; and

WHEREAS, as a condition of Conserv II Partners allowing DRH to proceed with the Construction, and at the sole cost of DRH, eliminate the electrical lines currently located and existing within the Property, DRH must provide temporary generators of electrical power to the supplemental wells to supply power to the supplemental wells without interruption (the "**DRH Obligation**"); and

WHEREAS, DRH has agreed to post a surety to guarantee funds are available to pay for the DRH Obligation; and

WHEREAS, DRH has agreed to post such surety in the form of a cash escrow; and

WHEREAS, the County has consented to accept the Escrowed Funds (as defined below) to be held by Escrow Agent, in accordance with the terms and provisions of this Escrow Agreement; and

WHEREAS, Escrow Agent has agreed to serve as escrow agent in accordance with this Escrow Agreement; and

WHEREAS, the Principals desire that Escrow Agent hold and release the Escrowed Funds, subject to the terms and conditions set forth in this Escrow Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants contained in this Escrow Agreement and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Principals and Escrow Agent, and intending to be legally bound, the parties to this Escrow Agreement represent, warrant, covenant, and agree as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated in this Escrow Agreement by this reference.

2. **Establishment of Escrow Relationship; Acceptance by Escrow Agent**. By this Escrow Agreement, the Principals retain Escrow Agent, at no cost to them, to serve solely in its capacity as escrow agent (and in no other capacity) with respect to the Escrowed Funds, as defined in this Escrow Agreement, and by executing this instrument Escrow Agent accepts such retention.

3. **Escrowed Funds**. No later than five days after the Effective Date of this Escrow Agreement, DRH shall deliver funds in the amount of Eighty-One Thousand Five Hundred Twenty-Three and 00/100 Dollars (\$81,523.00) (the "**Escrowed Funds**") to Escrow Agent, the approximated cost of the DRH Obligation. Within five days of receipt, Escrow Agent will place the Escrowed Funds into an escrow account (the "**Escrow Account**") to be held, administered,

distributed, and released as provided for in this Escrow Agreement. Escrow Agent shall acknowledge receipt of the Escrowed Funds by providing notice to each of the Principals within five days after receipt of the Escrowed Funds.

4. **County Claim(s) on Escrowed Funds.** Conserv II Partners will provide notification to DRH when temporary generators of electrical power are required, and DRH shall provide and maintain such temporary electrical power within 24 hours of notification. Conserv II Partners may use all or a portion of the Escrowed Funds, as it deems reasonably necessary, to provide and maintain temporary electrical power to the Well Sites. For the purposes of this section only, notification may be in the form of official email from designated contacts of Conserv II Partners to designated contacts of DRH. Designated contacts shall be assigned prior to disruption of electrical power.

5. **Escrow Term and Release of Escrowed Funds.** Notwithstanding anything to the contrary in this Escrow Agreement, the Escrowed Funds shall be held by Escrow Agent for a period (the “**Escrow Term**”) commencing on the Effective Date and expiring on the date that both of the Well Sites receive permanent electrical power from Duke Energy (the “**Completion Date**”). The escrow established by this Escrow Agreement will terminate and any unused balance of the Escrowed Funds will be disbursed to DRH within 60 days following the Completion Date.

6. **Termination.** This Escrow Agreement and all of the parties’ rights and obligations pursuant hereto will automatically terminate upon the earlier of (i) the delivery of all of the Escrowed Funds to Conserv II Partners pursuant to Section 4 hereof, or (ii) delivery of the balance of the Escrowed Funds to DRH pursuant to Section 5 hereof. In the event this Escrow Agreement has not been terminated by the fifth anniversary of the Effective Date (the “**Review Date**”), the Principals will determine within 60 days of the Review Date whether conditions have changed in such a manner as to change the original conditions behind and intent of this Escrow Agreement. If the Principals’ mutually agree that such changes have occurred, the Principals will jointly prepare and execute a Notice of Termination, and will send the Notice to Escrow Agent. On the effective date of the Notice of Termination this Escrow Agreement will terminate, and all of the Principals’ rights and obligations pursuant to this Escrow Agreement will automatically terminate no later than 90 days after the Review Date, and Escrow Agent shall immediately deliver the balance of the Escrowed Funds to Conserv II Partners unless otherwise instructed in writing by a notice jointly signed by the Principals.

7. **Indemnification of Escrow Agent; Sovereign Immunity.** The parties agree that the duties of Escrow Agent are purely ministerial in nature and are expressly limited to the matters in this Escrow Agreement for which Escrow Agent is expressly obligated. DRH and Conserv II Partners hereby agrees to indemnify Escrow Agent and agrees to hold Escrow Agent harmless from and against any and all claims, liabilities, damages, costs, penalties, losses, actions, suits, or proceedings at law or in equity, and any other expenses, fees, or charges of any character or nature, which Escrow Agent may incur or with which Escrow Agent may be threatened directly or indirectly arising from or in any way connected with this Escrow Agreement, except in the case of gross negligence, willful misconduct, or breach of trust of Escrow Agent. In connection therewith, DRH shall, to the extent allowable by law, indemnify Escrow Agent against any and all reasonable expenses, including reasonable attorney fees (pre-

litigation, litigation, and appellate) and the cost of defending or prosecuting any action, suit, or proceeding or resisting any claim, whether or not litigation is instituted. Nothing contained in this Escrow Agreement is intended as, nor shall constitute, a waiver by the County, the City, or Escrow Agent, respectively of their sovereign immunity protections pursuant to Section 768.28, Florida Statutes.

8. **No Constructive Knowledge.** Escrow Agent will not be deemed to have knowledge of any matter or thing unless and until Escrow Agent has actually received written notice of such matter or thing, and then will only be required to act on that knowledge in its capacity as Escrow Agent as further described herein. Escrow Agent will not be charged with any constructive knowledge whatsoever.

9. **Capacity of Escrow Agent.** The Principals expressly agree that Escrow Agent will not act under this Escrow Agreement in any capacity as Clerk to the Orange County Board of County Commissioners, but rather in Escrow Agent's capacity as an independent constitutional officer.

10. **No Overdraw.** Notwithstanding any provision of this Escrow Agreement seemingly to the contrary, Escrow Agent will not make payment of an amount in excess of the balance in the Escrow Account.

11. **No Obligation to Pay Interest.** Notwithstanding any provision of this Escrow Agreement to the contrary, Escrow Agent will not be required to make any interest payment on any balance in the Escrow Account.

12. **No Liability for Generators.** The execution of this Escrow Agreement does not obligate the City, the County, or Escrow Agent to maintain, repair, secure, or replace the generators provided to Conserv II Partners under separate agreement, or does not imply or require that either the City, the County, or Escrow Agent assume any liability for the generators, or interruption of electrical power to the Well Sites, or any other responsibility of DRH.

13. **Notices.** All notices, consents, approvals, waivers, and elections which any party is required or desired to make or give under this Escrow Agreement must be in writing and will be sufficiently made or given (i) when mailed by certified mail, postage prepaid, return receipt requested; (ii) by hand delivery to the named individuals representing the party to be notified; or (iii) by private parcel delivery services for which receipt is provided to the notifying party. Notices, including notice of change of address, must be addressed to the addresses set forth below or such other address that a party may designate in the manner prescribed herein:

If to the County:

Orange County Utilities Department
9150 Curry Ford Road
Orlando, Florida 32825-7600
Attn: Director

With copy to:

Orange County Administrator's Office
Orange County Administration Building
201 S. Rosalind Avenue, 5th Floor

Orlando, Florida 32801-3527
Attn: County Administrator

If to the Escrow Agent: Orange County Comptroller
201 S. Rosalind Avenue, 4th Floor
P.O. Box 38
Orlando, FL 32802-0038
Attn: Director of Finance and Accounting

If to the City: City of Orlando
Public Works Department
400 South Orange Avenue
Orlando, FL 32801-3360
Attn: Director

If to DRH: D. R. Horton Realty of Central Florida, LLC
6200 Lee Vista Blvd, Suite 400
Orlando, FL 32822-5149

With copy to: Lowndes, Drosdick, Doster, Kantor & Reed,
P.A.
215 North Eola Drive
Orlando, Florida 32801-2028
Attn: Miranda F. Fitzgerald

Notices, consents, approvals, waivers, and elections given or made as aforesaid shall be deemed to have been given and received on the date of the mailing, or delivery, thereof as aforesaid.

14. **Governing Law.** The parties agree that this Escrow Agreement is entered into and delivered in the State of Florida. This Escrow Agreement will be governed by, and be construed and interpreted in accordance with, the laws of the State of Florida, without regard to choice of law rules. Venue for any action arising out of or in connection with this Escrow Agreement will lie in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

15. **Entire Agreement, Modification.** This Escrow Agreement contains the entire understanding and agreement between the parties relating to the subject matter hereof, and all prior or extrinsic agreements, understandings, representations and statements, oral or written, concerning the subject matter hereof are merged herein and superseded hereby. There are no other agreements, written or oral, between the parties with respect to the subject matter hereof except those contained in this Escrow Agreement. Neither Escrow Agent nor the Principals will be bound by any modification, cancellation, or rescission of this Escrow Agreement unless in writing and signed by Escrow Agent and the Principals.

16. **Recording; Binding Effect.** This Escrow Agreement may not be recorded in the Public Records of Orange County, Florida. This Escrow Agreement is binding upon and inures to

the benefit of the parties hereto and their respective heirs, successors and assigns until such time as Conserv II Partners determines, in its sole discretion, that the DRH Obligation has been fulfilled.

17. **Waiver.** The failure of any party to insist in any one or more cases upon the strict performance of any one of the terms, covenants, conditions, or provisions of this Escrow Agreement may not be construed as a waiver or a relinquishment of such party's right to insist on strict performance of any such term, covenant, condition, or provision in the future.

18. **Counterparts.** This Escrow Agreement may not be executed in counterparts.

19. **Time.** Time is of the essence in connection with this Escrow Agreement and each provision hereof.

20. **Construction.** All parties to this Escrow Agreement participated fully and equally in the negotiation and preparation hereof. The fact that one of the parties to this Escrow Agreement, or its attorney, may be deemed to have drafted or structured any provision of this Escrow Agreement must not be considered in construing or interpreting any particular provision of this Escrow Agreement, either in favor of or against such party.

21. **Settlement of Dispute.** In the event Escrow Agent is joined as a party to a lawsuit by virtue of the fact that it is holding the Escrowed Funds, Escrow Agent shall, at its option, either: (a) tender the Escrowed Funds into the registry of the appropriate court; or (b) disburse the Escrowed Funds in accordance with the court's ultimate disposition of the case. In the event Escrow Agent tenders the Escrowed Funds into the registry of the appropriate court and files an action of interpleader naming the Principals and any affected third parties of whom Escrow Agent has received actual notice, Escrow Agent shall be released and relieved from any and all further obligation and liability hereunder or in connection herewith. The parties agree that Escrow Agent shall not be liable to any party or person whomsoever for the misdelivery to DRH and Conserv II Partners or otherwise of any monies except where such misdelivery shall be due to willful misconduct, gross negligence, or breach of trust by Escrow Agent. The Principals expressly agree that each will bear the cost of its own attorney's fees for any action arising out of or in connection with this Escrow Agreement. The parties waive their rights to a jury trial.

22. **Captions; Days.** The captions contained in this Escrow Agreement are for convenience of reference only and in no way define, describe, extend, or limit the scope or intent of this Escrow Agreement or the intent of any provision contained herein. Each reference to "day" or "days" means calendar days, unless otherwise stated.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the Parties have executed this Escrow Agreement or caused this Escrow Agreement to be executed and delivered by their duly authorized officers on the date(s) noted below.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: _____
Jerry L. Demings
Orange County Mayor

Date: _____

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

By: _____
Deputy Clerk

CITY OF ORLANDO, FLORIDA

By: _____
Mayor/Mayor Pro Tem

(SEAL)

Date: _____

Attest: _____

By: _____
City Clerk

The form of execution of the foregoing contract is hereby approved:

Approved as to Form and Legality for
The Use and Reliance of the City of
Orlando, only

_____, 20__

Chief Assistant City Attorney

OWNER: D.R. Horton, Inc.

By: _____

Print Name: _____

Title: _____

Date: _____

Signed, sealed, and delivered in our
presence as witnesses:

Signature: _____

Printed Name: _____

Signature: _____

Printed Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ as _____ of D.R. Horton, Inc., a Delaware corporation, on behalf of the company. He/she [] is personally known to me or [] has produced _____ as identification.

(Notary Seal)

Notary Public

Name Printed or Stamped

My Commission Expires: _____

Signed, sealed, and delivered in the presence of: **ESCROW AGENT:**

Attest: _____

Print Name: _____

Title: _____

By: _____

Phil Diamond, CPA
Orange County Comptroller

Execution Date: _____

Attest: _____

Print Name: _____

Title: _____

Exhibit A
Legal Description of Property

Exhibit B
Location of Well Sites

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the “Escrow Agreement”) is made and entered into as of the date of latest execution (the “Effective Date”), by and among **D.R. HORTON, INC.**, a Delaware corporation (“DRH”), whose principal place of business is 1341 Horton Circle, Arlington, Texas 76148; **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida (the “County”), whose principal place of business is 201 South Rosalind Avenue, Orlando, Florida 32801, and **CITY OF ORLANDO**, a municipal corporation organized and existing under the laws of the state of Florida (the “City”) whose address is 400 South Orange Avenue, Orlando, Florida 32801, collectively the County and the City are referred to as “**Conserv II Partners**” (DRH and Conserv II Partners may collectively be referred to in this Escrow Agreement as the “**Principals**”); and the **Orange County Comptroller**, in its capacity as Escrow Agent (“**Escrow Agent**”), whose principal place of business is 201 South Rosalind Avenue, 4th Floor, Orlando, Florida 32801.

WITNESSETH:

WHEREAS, Conserv II Partners operates a reclaimed water distribution system in part of Orange and Lake counties commonly referred to as “**Water Conserv II.**” Hereinafter, Water Conserv II will be referred to as “**WCII;**” and

WHEREAS, DRH, through a contractor, will be performing certain development work (the “**Construction**”) within certain property located in Orange County, Florida, more particularly described on **Exhibit “A”** attached to and incorporated in this Escrow Agreement by this reference (the “**Property**”); and

WHEREAS, there are currently located within the Property certain WCII pipes (the “**Pipes**”) and electrical power lines co-located with the Pipes, serving supplemental water supply wells, identified as Wells 3W-04 and 3W-05 located on WCII property in the vicinity of the Property as more particularly described on **Exhibit “B”** attached to and incorporated in this Escrow Agreement by this reference (the “**Well Sites**”); and

WHEREAS, the segment of the Pipes and electrical power lines that are located across the Property are within a pipeline easement dated July 24, 1984, recorded at Orange County, Florida, Official Records Book 3548, Page 511 (the “**Original Easement**”) and is depicted on **Exhibit “A;**” and

WHEREAS, DRH desires to relocate a portion of the Original Easement, relocate and replace the Pipes, and remove the associated electrical power lines from the Property. As a result,

the County, the City and DRH have contemporaneously entered into an Agreement for Utility Line Removal and Replacement and Maintenance of Electrical Power Amongst City of Orlando, Florida, Orange County, Florida, and D.R. Horton, Inc.; and

WHEREAS, removal of the electrical power lines will interrupt permanent electrical service to the Well Sites, and necessitate the provision of temporary electrical power to each of the Well Sites; and

WHEREAS, as a condition of Conserv II Partners allowing DRH to proceed with the Construction, and at the sole cost of DRH, eliminate the electrical lines currently located and existing within the Property, DRH must provide temporary generators of electrical power to the supplemental wells to supply power to the supplemental wells without interruption (the “**DRH Obligation**”); and

WHEREAS, DRH has agreed to post a surety to guarantee funds are available to pay for the DRH Obligation; and

WHEREAS, DRH has agreed to post such surety in the form of a cash escrow; and

WHEREAS, the County has consented to accept the Escrowed Funds (as defined below) to be held by Escrow Agent, in accordance with the terms and provisions of this Escrow Agreement; and

WHEREAS, Escrow Agent has agreed to serve as escrow agent in accordance with this Escrow Agreement; and

WHEREAS, the Principals desire that Escrow Agent hold and release the Escrowed Funds, subject to the terms and conditions set forth in this Escrow Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants contained in this Escrow Agreement and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Principals and Escrow Agent, and intending to be legally bound, the parties to this Escrow Agreement represent, warrant, covenant, and agree as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated in this Escrow Agreement by this reference.

2. **Establishment of Escrow Relationship; Acceptance by Escrow Agent**. By this Escrow Agreement, the Principals retain Escrow Agent, at no cost to them, to serve solely in its capacity as escrow agent (and in no other capacity) with respect to the Escrowed Funds, as defined in this Escrow Agreement, and by executing this instrument Escrow Agent accepts such retention.

3. **Escrowed Funds**. No later than five days after the Effective Date of this Escrow Agreement, DRH shall deliver funds in the amount of Eighty-One Thousand Five Hundred Twenty-Three and 00/100 Dollars (\$81,523.00) (the “**Escrowed Funds**”) to Escrow Agent, the approximated cost of the DRH Obligation. Within five days of receipt, Escrow Agent will place the Escrowed Funds into an escrow account (the “**Escrow Account**”) to be held, administered,

distributed, and released as provided for in this Escrow Agreement. Escrow Agent shall acknowledge receipt of the Escrowed Funds by providing notice to each of the Principals within five days after receipt of the Escrowed Funds.

4. **County Claim(s) on Escrowed Funds.** Conserv II Partners will provide notification to DRH when temporary generators of electrical power are required, and DRH shall provide and maintain such temporary electrical power within 24 hours of notification. Conserv II Partners may use all or a portion of the Escrowed Funds, as it deems reasonably necessary, to provide and maintain temporary electrical power to the Well Sites. For the purposes of this section only, notification may be in the form of official email from designated contacts of Conserv II Partners to designated contacts of DRH. Designated contacts shall be assigned prior to disruption of electrical power.

5. **Escrow Term and Release of Escrowed Funds.** Notwithstanding anything to the contrary in this Escrow Agreement, the Escrowed Funds shall be held by Escrow Agent for a period (the “**Escrow Term**”) commencing on the Effective Date and expiring on the date that both of the Well Sites receive permanent electrical power from Duke Energy (the “**Completion Date**”). The escrow established by this Escrow Agreement will terminate and any unused balance of the Escrowed Funds will be disbursed to DRH within 60 days following the Completion Date.

6. **Termination.** This Escrow Agreement and all of the parties’ rights and obligations pursuant hereto will automatically terminate upon the earlier of (i) the delivery of all of the Escrowed Funds to Conserv II Partners pursuant to Section 4 hereof, or (ii) delivery of the balance of the Escrowed Funds to DRH pursuant to Section 5 hereof. In the event this Escrow Agreement has not been terminated by the fifth anniversary of the Effective Date (the “**Review Date**”), the Principals will determine within 60 days of the Review Date whether conditions have changed in such a manner as to change the original conditions behind and intent of this Escrow Agreement. If the Principals’ mutually agree that such changes have occurred, the Principals will jointly prepare and execute a Notice of Termination, and will send the Notice to Escrow Agent. On the effective date of the Notice of Termination this Escrow Agreement will terminate, and all of the Principals’ rights and obligations pursuant to this Escrow Agreement will automatically terminate no later than 90 days after the Review Date, and Escrow Agent shall immediately deliver the balance of the Escrowed Funds to Conserv II Partners unless otherwise instructed in writing by a notice jointly signed by the Principals.

7. **Indemnification of Escrow Agent; Sovereign Immunity.** The parties agree that the duties of Escrow Agent are purely ministerial in nature and are expressly limited to the matters in this Escrow Agreement for which Escrow Agent is expressly obligated. DRH and Conserv II Partners hereby agrees to indemnify Escrow Agent and agrees to hold Escrow Agent harmless from and against any and all claims, liabilities, damages, costs, penalties, losses, actions, suits, or proceedings at law or in equity, and any other expenses, fees, or charges of any character or nature, which Escrow Agent may incur or with which Escrow Agent may be threatened directly or indirectly arising from or in any way connected with this Escrow Agreement, except in the case of gross negligence, willful misconduct, or breach of trust of Escrow Agent. In connection therewith, DRH shall, to the extent allowable by law, indemnify Escrow Agent against any and all reasonable expenses, including reasonable attorney fees (pre-

litigation, litigation, and appellate) and the cost of defending or prosecuting any action, suit, or proceeding or resisting any claim, whether or not litigation is instituted. Nothing contained in this Escrow Agreement is intended as, nor shall constitute, a waiver by the County, the City, or Escrow Agent, respectively of their sovereign immunity protections pursuant to Section 768.28, Florida Statutes.

8. **No Constructive Knowledge.** Escrow Agent will not be deemed to have knowledge of any matter or thing unless and until Escrow Agent has actually received written notice of such matter or thing, and then will only be required to act on that knowledge in its capacity as Escrow Agent as further described herein. Escrow Agent will not be charged with any constructive knowledge whatsoever.

9. **Capacity of Escrow Agent.** The Principals expressly agree that Escrow Agent will not act under this Escrow Agreement in any capacity as Clerk to the Orange County Board of County Commissioners, but rather in Escrow Agent's capacity as an independent constitutional officer.

10. **No Overdraw.** Notwithstanding any provision of this Escrow Agreement seemingly to the contrary, Escrow Agent will not make payment of an amount in excess of the balance in the Escrow Account.

11. **No Obligation to Pay Interest.** Notwithstanding any provision of this Escrow Agreement to the contrary, Escrow Agent will not be required to make any interest payment on any balance in the Escrow Account.

12. **No Liability for Generators.** The execution of this Escrow Agreement does not obligate the City, the County, or Escrow Agent to maintain, repair, secure, or replace the generators provided to Conserv II Partners under separate agreement, or does not imply or require that either the City, the County, or Escrow Agent assume any liability for the generators, or interruption of electrical power to the Well Sites, or any other responsibility of DRH.

13. **Notices.** All notices, consents, approvals, waivers, and elections which any party is required or desired to make or give under this Escrow Agreement must be in writing and will be sufficiently made or given (i) when mailed by certified mail, postage prepaid, return receipt requested; (ii) by hand delivery to the named individuals representing the party to be notified; or (iii) by private parcel delivery services for which receipt is provided to the notifying party. Notices, including notice of change of address, must be addressed to the addresses set forth below or such other address that a party may designate in the manner prescribed herein:

If to the County:

Orange County Utilities Department
9150 Curry Ford Road
Orlando, Florida 32825-7600
Attn: Director

With copy to:

Orange County Administrator's Office
Orange County Administration Building
201 S. Rosalind Avenue, 5th Floor

Orlando, Florida 32801-3527
Attn: County Administrator

If to the Escrow Agent: Orange County Comptroller
201 S. Rosalind Avenue, 4th Floor
P.O. Box 38
Orlando, FL 32802-0038
Attn: Director of Finance and Accounting

If to the City: City of Orlando
Public Works Department
400 South Orange Avenue
Orlando, FL 32801-3360
Attn: Director

If to DRH: D. R. Horton Realty of Central Florida, LLC
6200 Lee Vista Blvd, Suite 400
Orlando, FL 32822-5149

With copy to: Lowndes, Drosdick, Doster, Kantor & Reed,
P.A.
215 North Eola Drive
Orlando, Florida 32801-2028
Attn: Miranda F. Fitzgerald

Notices, consents, approvals, waivers, and elections given or made as aforesaid shall be deemed to have been given and received on the date of the mailing, or delivery, thereof as aforesaid.

14. **Governing Law.** The parties agree that this Escrow Agreement is entered into and delivered in the State of Florida. This Escrow Agreement will be governed by, and be construed and interpreted in accordance with, the laws of the State of Florida, without regard to choice of law rules. Venue for any action arising out of or in connection with this Escrow Agreement will lie in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

15. **Entire Agreement, Modification.** This Escrow Agreement contains the entire understanding and agreement between the parties relating to the subject matter hereof, and all prior or extrinsic agreements, understandings, representations and statements, oral or written, concerning the subject matter hereof are merged herein and superseded hereby. There are no other agreements, written or oral, between the parties with respect to the subject matter hereof except those contained in this Escrow Agreement. Neither Escrow Agent nor the Principals will be bound by any modification, cancellation, or rescission of this Escrow Agreement unless in writing and signed by Escrow Agent and the Principals.

16. **Recording: Binding Effect.** This Escrow Agreement may not be recorded in the Public Records of Orange County, Florida. This Escrow Agreement is binding upon and inures to

the benefit of the parties hereto and their respective heirs, successors and assigns until such time as Conserv II Partners determines, in its sole discretion, that the DRH Obligation has been fulfilled.

17. **Waiver.** The failure of any party to insist in any one or more cases upon the strict performance of any one of the terms, covenants, conditions, or provisions of this Escrow Agreement may not be construed as a waiver or a relinquishment of such party's right to insist on strict performance of any such term, covenant, condition, or provision in the future.

18. **Counterparts.** This Escrow Agreement may not be executed in counterparts.

19. **Time.** Time is of the essence in connection with this Escrow Agreement and each provision hereof.

20. **Construction.** All parties to this Escrow Agreement participated fully and equally in the negotiation and preparation hereof. The fact that one of the parties to this Escrow Agreement, or its attorney, may be deemed to have drafted or structured any provision of this Escrow Agreement must not be considered in construing or interpreting any particular provision of this Escrow Agreement, either in favor of or against such party.

21. **Settlement of Dispute.** In the event Escrow Agent is joined as a party to a lawsuit by virtue of the fact that it is holding the Escrowed Funds, Escrow Agent shall, at its option, either: (a) tender the Escrowed Funds into the registry of the appropriate court; or (b) disburse the Escrowed Funds in accordance with the court's ultimate disposition of the case. In the event Escrow Agent tenders the Escrowed Funds into the registry of the appropriate court and files an action of interpleader naming the Principals and any affected third parties of whom Escrow Agent has received actual notice, Escrow Agent shall be released and relieved from any and all further obligation and liability hereunder or in connection herewith. The parties agree that Escrow Agent shall not be liable to any party or person whomsoever for the misdelivery to DRH and Conserv II Partners or otherwise of any monies except where such misdelivery shall be due to willful misconduct, gross negligence, or breach of trust by Escrow Agent. The Principals expressly agree that each will bear the cost of its own attorney's fees for any action arising out of or in connection with this Escrow Agreement. The parties waive their rights to a jury trial.

22. **Captions; Days.** The captions contained in this Escrow Agreement are for convenience of reference only and in no way define, describe, extend, or limit the scope or intent of this Escrow Agreement or the intent of any provision contained herein. Each reference to "day" or "days" means calendar days, unless otherwise stated.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the Parties have executed this Escrow Agreement or caused this Escrow Agreement to be executed and delivered by their duly authorized officers on the date(s) noted below.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners



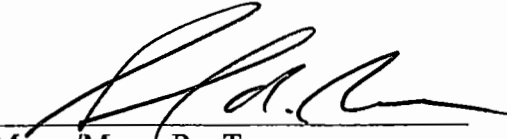
By: *Jerry L. Demings*
Jerry L. Demings
Orange County Mayor

Date: 12 Feb 19

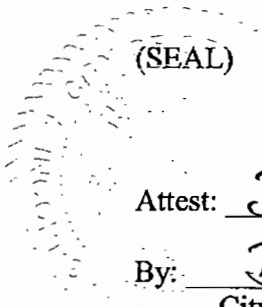
ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: *Craig A. Stojeyra*
fol Deputy Clerk

CITY OF ORLANDO, FLORIDA

By: 
Mayor/ Mayor Pro Tem

Date: January 16, 2019



(SEAL)


Attest: Denise Aldridge

By: Denise Aldridge
City Clerk

The form of execution of the foregoing contract is hereby approved:

Approved as to Form and Legality for
The Use and Reliance of the City of
Orlando, only

1/16, 2019


Chief Assistant City Attorney

City Council Meeting: 1-14-19
Item: I-5 Documentary: 190114IOS

OWNER: D.R. Horton, Inc.

By: Chris

Print Name: CHRIS WRENOW

Title: ASSISTANT SECRETARY

Date: 12/21/18

Signed, sealed, and delivered in our presence as witnesses:

Signature: [Signature]

Printed Name: BRAD KINGSLEY

Signature: Bradley Kingsley

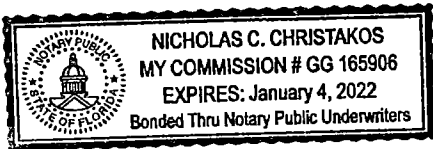
Printed Name: Bradley Kingsley

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 21st day of December, 2018, by Chris Wrenow as Asst Sec of D.R. Horton, Inc., a Delaware corporation, on behalf of the company. He/she is personally known to me or has produced _____ as identification.

[Signature]
Notary Public

(Notary Seal)



Nicholas C. Christakos
Name Printed or Stamped

My Commission Expires: 1/4/22

Signed, sealed, and delivered in the presence of: **ESCROW AGENT:**

Attest: Lakela Louis

Print Name: Lakela Louis

Title: Senior Minutes Coordinator

By: PHD L

Phil Diamond, CPA
Orange County Comptroller

Execution Date: 2-14-2011

Attest: Craig Stopyla

Print Name: Craig stopyla

Title: Senior Minutes Coordinator

EXHIBIT A
LEGAL DESCRIPTION
WATERLEIGH PHASE 3

A TRACT OF LAND LYING IN SECTION 6 & 7, TOWNSHIP 24 SOUTH, RANGE 27 EAST BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF TRACT SW-1, WATERLEIGH PHASE 2A, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 92, PAGES 6 THROUGH 16 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 01°28'18" EAST, 55.12 FEET; THENCE RUN SOUTH 89°21'27" WEST, 241.10 FEET; THENCE RUN SOUTH 00°38'33" EAST, 258.00 FEET; THENCE RUN SOUTH 89°21'27" WEST, 255.05 FEET; THENCE RUN SOUTH 00°38'33" EAST, 64.76 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY; THENCE RUN WESTERLY, ALONG SAID NON-TANGENT CURVE HAVING A RADIUS OF 2823.50 FEET, A CENTRAL ANGLE OF 02°01'11", AN ARC LENGTH OF 99.53 FEET, A CHORD LENGTH OF 99.52 FEET AND A CHORD BEARING OF NORTH 89°37'58" WEST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 89°21'27" WEST, 824.24 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 463.50 FEET, A CENTRAL ANGLE OF 30°30'04", AN ARC LENGTH OF 246.74 FEET, A CHORD LENGTH OF 243.84 FEET AND A CHORD BEARING OF SOUTH 74°06'25" WEST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 58°51'23" WEST, 55.24 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 82°51'58", AN ARC LENGTH OF 36.16 FEET, A CHORD LENGTH OF 33.09 FEET AND A CHORD BEARING OF SOUTH 17°25'24" WEST; THENCE RUN SOUTH 64°41'44" WEST, NON-TANGENT TO SAID CURVE, 506.64 FEET; THENCE RUN SOUTH 45°49'35" WEST, 864.26 FEET; THENCE RUN SOUTH 89°46'49" WEST, 659.72 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE RUN NORTH 00°12'38" WEST, ALONG SAID WEST LINE, 895.80 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 7; THENCE RUN NORTH 00°22'07" EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 2635.54 FEET TO THE NORTHWEST CORNER OF SAID SECTION 7 ALSO BEING THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE RUN NORTH 00°05'42" WEST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6, A DISTANCE OF 524.00 FEET TO THE SOUTHWEST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1097, PAGE 2333 OF SAID PUBLIC RECORDS; THENCE RUN NORTH 89°54'18" EAST, ALONG THE SOUTH LINE OF SAID LANDS, 275.00 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE RUN NORTH 00°05'42" WEST, ALONG THE EAST LINE OF SAID LANDS, 400.00 FEET TO THE NORTHEAST CORNER THEREOF; THENCE RUN SOUTH 89°54'18" WEST, ALONG THE NORTH LINE OF SAID LANDS, 275.00 FEET TO THE NORTHWEST CORNER THEREOF AND THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 6; THENCE RUN NORTH 00°05'42" WEST, ALONG SAID WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 6, A DISTANCE OF 1740.56 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 6; THENCE RUN NORTH 89°33'15" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6, A DISTANCE OF 2850.84 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE RUN SOUTH 00°12'17" EAST, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, 1774.10 FEET; THENCE DEPARTING SAID EAST LINE, RUN SOUTH 89°47'40" WEST, 871.73 FEET; THENCE RUN SOUTH 49°51'48" WEST, 409.28 FEET; THENCE RUN SOUTH 89°52'32" WEST, 142.12 FEET; THENCE RUN SOUTH 00°07'28" EAST, 389.53 FEET; THENCE RUN SOUTH 65°16'28" EAST, 514.46 FEET; THENCE RUN SOUTH 00°20'49" WEST, 211.46 FEET; THENCE RUN SOUTH 39°51'02" EAST, 492.45 FEET; THENCE RUN SOUTH 61°12'36" EAST, 492.48 FEET; THENCE RUN NORTH 65°23'04" EAST, 30.26 FEET; THENCE RUN NORTH 62°45'57" EAST, 61.06 FEET; THENCE RUN NORTH 78°22'19" EAST, 63.48 FEET; THENCE RUN

NORTH 86°38'25" EAST, 50.70 FEET; THENCE RUN SOUTH 79°56'29" EAST, 58.22 FEET; SOUTH 68°33'28" EAST, 76.72 FEET; THENCE RUN SOUTH 60°11'31" EAST, 90.94 FEET; THENCE RUN SOUTH 53°02'00" EAST, 59.98 FEET; THENCE RUN SOUTH 46°26'45" EAST, 58.15 FEET; THENCE RUN SOUTH 34°32'04" EAST, 55.28 FEET; THENCE RUN SOUTH 38°18'46" EAST, 35.23 FEET; THENCE RUN SOUTH 17°09'02" EAST, 78.71 FEET; THENCE RUN SOUTH 23°53'57" EAST, 40.43 FEET; THENCE RUN SOUTH 05°46'25" EAST, 52.46 FEET; THENCE RUN SOUTH 22°49'20" WEST, 66.68 FEET; THENCE RUN SOUTH 27°03'39" WEST, 64.58 FEET; THENCE RUN SOUTH 12°23'03" WEST, 54.68 FEET; THENCE RUN SOUTH 09°46'05" EAST, 60.46 FEET; THENCE RUN SOUTH 49°14'05" EAST, 25.45 FEET; THENCE RUN SOUTH 59°00'35" EAST, 52.53 FEET; THENCE RUN SOUTH 62°44'41" EAST, 49.70 FEET; THENCE RUN SOUTH 74°23'23" EAST, 28.90 FEET; THENCE RUN SOUTH 85°04'05" EAST, 85.38 FEET; THENCE RUN SOUTH 70°21'06" EAST, 48.24 FEET; THENCE RUN SOUTH 53°03'29" EAST, 85.29 FEET; THENCE RUN SOUTH 49°43'06" EAST, 96.08 FEET; THENCE RUN SOUTH 81°44'38" EAST, 65.45 FEET; THENCE RUN NORTH 81°10'30" EAST, 109.62 FEET; THENCE RUN NORTH 82°03'42" EAST, 76.15 FEET TO THE NORTHWEST CORNER OF SAID WATERLEIGH PHASE 2A; THENCE RUN ALONG THE WEST LINE OF SAID WATERLEIGH PHASE 2A THE FOLLOWING COURSES: SOUTH 25°25'42" EAST, 23.18 FEET; THENCE RUN SOUTH 37°18'36" WEST, 24.82 FEET; THENCE RUN SOUTH 06°37'22" WEST, 32.81 FEET; THENCE RUN SOUTH 18°02'13" WEST, 24.50 FEET; THENCE RUN SOUTH 53°52'20" EAST, 32.38 FEET; THENCE RUN SOUTH 13°02'06" WEST, 19.66 FEET; THENCE RUN SOUTH 70°28'51" WEST, 112.34 FEET; THENCE RUN NORTH 77°37'39" WEST, 76.40 FEET; THENCE RUN NORTH 67°00'21" WEST, 59.77 FEET; THENCE RUN SOUTH 70°12'43" WEST, 42.73 FEET; THENCE RUN SOUTH 51°39'42" WEST, 77.13 FEET; THENCE RUN SOUTH 30°10'22" WEST, 110.89 FEET; THENCE RUN SOUTH 41°18'07" WEST, 184.02 FEET; THENCE RUN SOUTH 68°46'15" WEST, 34.66 FEET; THENCE RUN SOUTH 01°59'01" EAST, 26.48 FEET; THENCE RUN SOUTH 17°10'13" EAST, 145.52 FEET; THENCE RUN SOUTH 05°59'44" WEST, 32.14 FEET TO THE POINT OF BEGINNING.

LESS ALL OF THE LANDS DESCRIBED AS PARCEL 112, OFFICIAL RECORDS BOOK 3630, PAGE 1968 OF SAID PUBLIC RECORDS, DESCRIBED AS FOLLOWS:

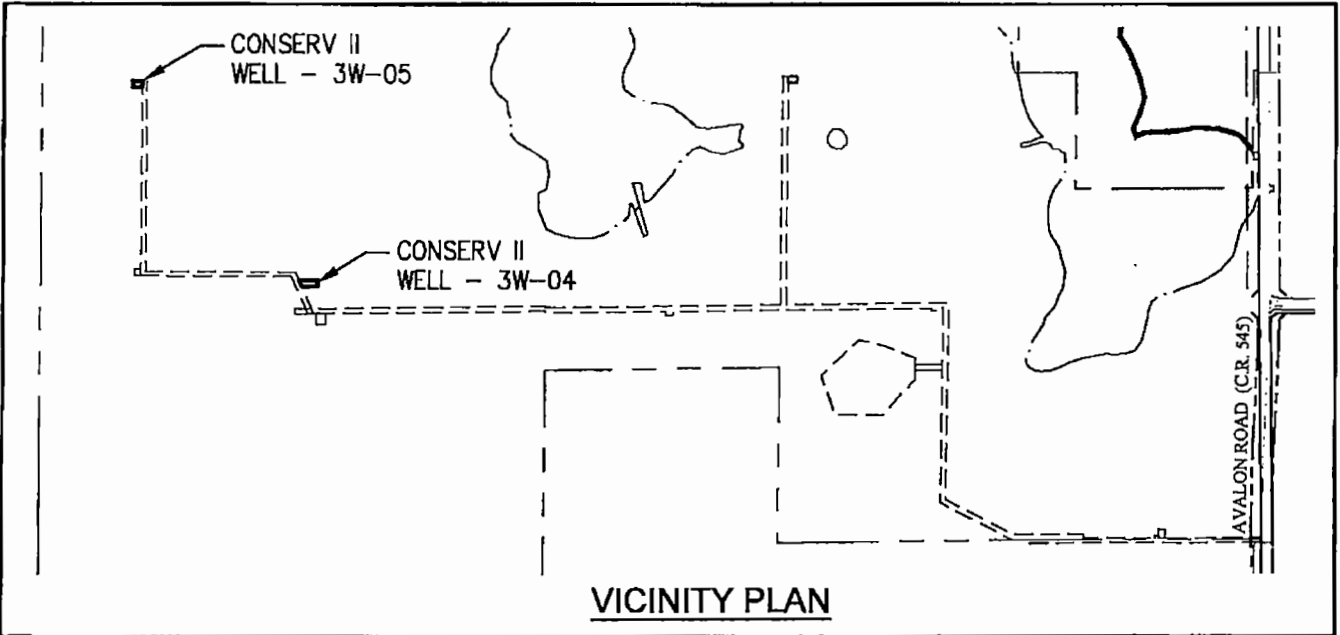
COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 7 FOR A POINT OF REFERENCE: THENCE RUN NORTH 89°48'25" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER, 510.00 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 89°48'25" EAST, ALONG SAID NORTH LINE, 50.00 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°07'52" WEST, 35.00 FEET; THENCE RUN SOUTH 89°48'25" WEST, 50.00 FEET; THENCE RUN NORTH 00°07'52" EAST, 35.00 FEET TO THE POINT OF BEGINNING

LESS ALL OF THE LANDS DESCRIBED AS PARCELS 147 AND 148, OFFICIAL RECORDS BOOK 3630, PAGE 1972 OF SAID PUBLIC RECORDS, DESCRIBED AS FOLLOWS:

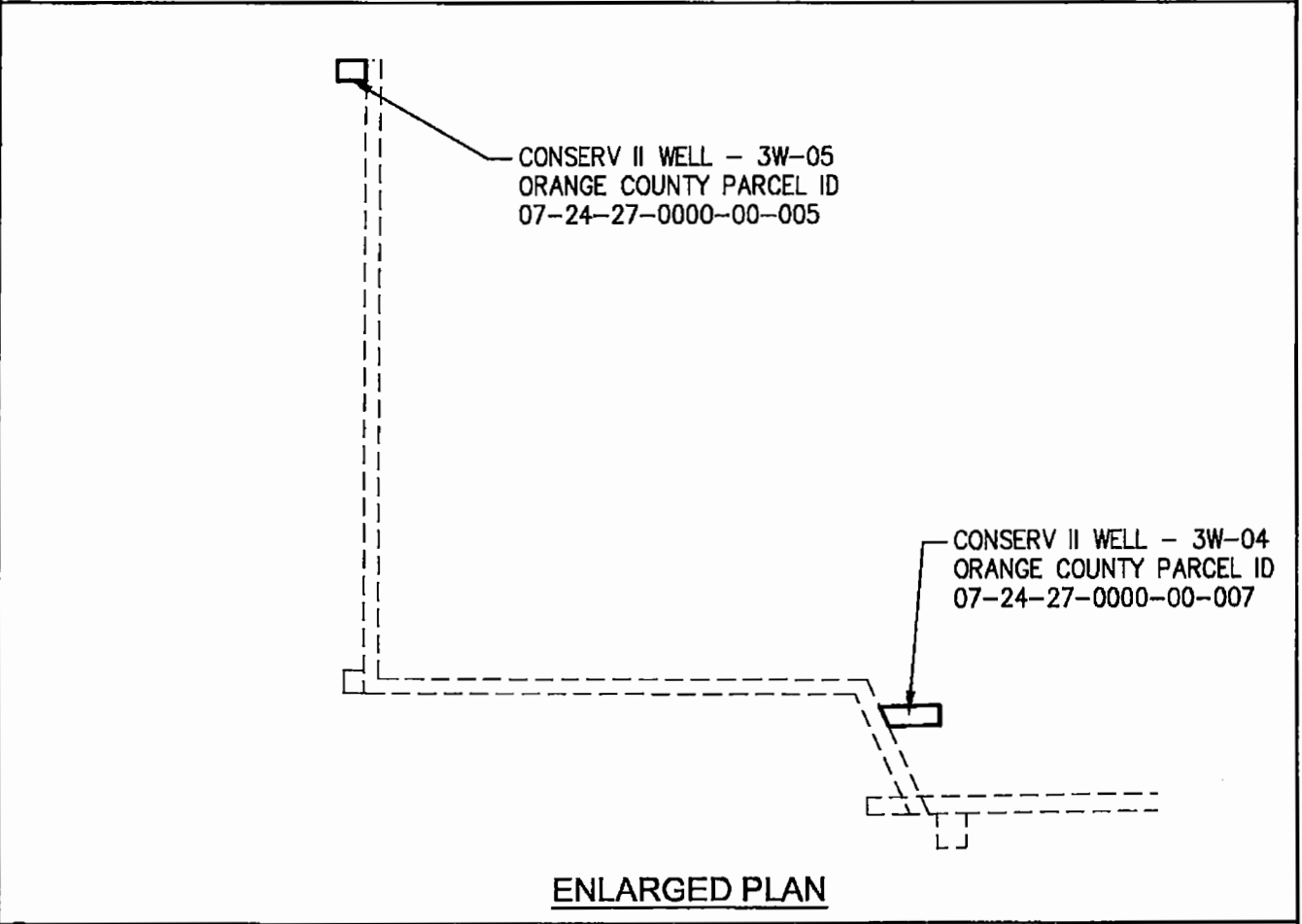
COMMENCE AT THE WEST QUARTER CORNER OF SAID SECTION 7 FOR A POINT OF REFERENCE: THENCE RUN NORTH 89°21'40" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 7, A DISTANCE OF 1477.94 FEET; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 00°38'20" WEST, 152.09 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 24°24'14" WEST, 38.02 FEET; THENCE RUN NORTH 88°34'38" EAST, A DISTANCE OF 104.19 FEET; THENCE RUN SOUTH 01°25'22" EAST, 35.00 FEET; THENCE RUN SOUTH 88°34'38" WEST, 89.35 FEET TO THE POINT OF BEGINNING

THE ABOVE DESCRIBED TRACT OF LAND LIES IN ORANGE COUNTY, FLORIDA AND CONTAINS 355.02 ACRES MORE OR LESS.

Exhibit B



VICINITY PLAN



ENLARGED PLAN



225 E. Robinson Street, Suite 300
Orlando, Florida 32801 | 407.839.4006

Waterleigh PD - Phase 3

Conserv II Well Location Map

September 2018

