December 14, 2016

Raymond E. Hanson, P.E.
Director
Orange County Utilities Department
9150 Curry Ford Road
Orlando, FL 32825-7600

RE: Letter Agreement for Wastewater Interconnection and Wholesale Service for Orange Avenue and Orange Blossom Trail

Dear Mr. Hanson:

Orange County Utilities (the “County”) requested interconnection to the Tohopekaliga Water Authority (the “Authority”) wastewater system in order to receive wholesale wastewater service from the Authority to serve future development in the vicinity of Orange Avenue and Orange Blossom Trail (the “Properties”) pursuant to Section 5 of the Tohopekaliga Water Authority/Orange County Water and Wastewater Territorial Agreement and its three amendments (collectively, the “Territorial Agreement”). The Authority accepts the County’s request for interconnection with the Authority’s wastewater system and agrees to provide wholesale wastewater service to the County for the Properties, subject to the following conditions set forth in this Letter Agreement:

1. **Territorial Agreement.** The Territorial Agreement shall remain in effect and unchanged, except as to the terms and conditions contained in this Letter Agreement as authorized by Section 5 of the Territorial Agreement related to Wholesale Wastewater Service.

2. **Connection to the Authority’s Wastewater System.** Attached hereto and incorporated herein as Exhibit “A” is a map showing the location of the approximate delineation between the Authority’s and County’s wastewater utility system. All wastewater force mains located within the public right-of-way will be owned and maintained by the Authority; provided, however, the Authority will transfer ownership and maintenance of the force mains located within Orange County to the County no later than ninety (90) days following receipt of written notice from the County that the County will begin providing wastewater service to the Properties. The force mains will be transferred by bill of sale or other documents acceptable to both Parties at the sole cost and expense of the County. The Properties will be required to submit to both the County and the Authority a Master Utility Plan and Construction Plans for review and approval for wastewater utility improvements necessary to provide service to be determined during the Master Utility Plan and Construction Plan approval process. The Authority shall not be responsible for any work or cost of providing this service through the Authority’s utility system.
3. **Volume and Delivery of Wastewater.** The County may deliver, and the Authority will accept, treat and dispose of an average daily flow of 200,000 gallons per day (gpd) of wastewater to meet the County’s need to service the Properties. The wastewater delivered to the Authority will be in compliance with the requirements of Rule 62-625.500, Florida Administrative Code, which specifies that no materials, waters or wastes shall be discharged if it appears likely that such wastes can harm either the sewers, sewage treatment process or equipment, adversely affect sludge quality, or otherwise endanger life, limb, or public property, or create a nuisance.

4. **Meters.** Ownership, operation, maintenance, calibration and replacement of the meters shall be the sole responsibility of the Authority in accordance with Section 5.5 of the Territorial Agreement. The Authority shall also read the wholesale meters for billing purposes in accordance with Section 5.5 of the Territorial Agreement. The Properties will be required to grant the Authority two (2) utility easements for two (2) meters as shown in Exhibit “A”. One (1) utility easement will be recorded in the Official Records of Osceola County and the other utility easement will be recorded in the Official Records of Orange County prior to the Authority initiating wastewater service.

5. **Utility Service Rates and Billing – Wastewater Service.** For the wastewater service provided pursuant to this Letter Agreement, the Authority will charge and the County will pay the rate for large users established by the Authority’s rate resolutions in effect at the time. Effective October 1, 2016, the large user rate shall be $4.6059 per one thousand (1,000) gallons of wastewater flow. The Authority shall have the right to evaluate its rate structure and adopt changes through the Authority’s Board of Supervisors, as needed, to recover the cost of providing wastewater service. Any increase in rates shall not exceed the percentage increase adopted by the Authority for other customers within the same class; provided, however, the Authority may increase said rates at a greater percentage if a rate study recommends such an increase. The Authority shall notify the County in writing thirty (30) days in advance of adopting a new billing rate applicable to Orange County. The large user wastewater rates which the Authority charges the County under this Letter Agreement shall not exceed the large user wastewater rates the Authority charges other similar customers served by the Authority’s South Bermuda Water Reclamation Facility within the Toho I Service Area, as depicted on the map attached hereto and incorporated herein as Exhibit “B”, unless otherwise provided by contract. Billing and payment for the wastewater service furnished to the Properties under this Letter Agreement shall be pursuant to Section 5.6 of the Territorial Agreement. Wholesale wastewater bills will be sent to Manager of the Water Reclamation Division, Orange County Utilities, 9150 Curry Ford Road, Orlando, Florida 32825.

6. **Capital Charges and Connection Fees.** The County will collect capital charges and connection fees from all customers located in the County’s wastewater service territory. The Authority will not have any right to the capital charges and connection fees collected by the County from any customers located in the County’s wastewater service territory, nor shall the Authority collect any capital charges or connection fees from any customers located in the County’s wastewater service territory.
7. **Term and Termination.** This Letter Agreement shall be effective on the date of execution by the last Party and continue for an initial twenty (20)-year term. During the initial twenty (20)-year term, neither party shall have the right to terminate this Letter Agreement. Following the initial term, as long as the County is in compliance with this Letter Agreement and the Territorial Agreement, the term shall automatically extend for five (5)-year terms, unless terminated by the County or the Authority at its convenience upon written notice provided to the other Party at least two (2) years in advance of the effective date of termination. Notwithstanding the initial twenty (20)-year term provided in this paragraph, this Agreement shall automatically terminate simultaneously with termination of the Territorial Agreement.

8. **Notices.** Any notice required or allowed to be delivered pursuant to this Letter Agreement shall be in writing and be deemed to be delivered when (a) hand delivered to the official hereinafter designated; (b) delivered by nationally recognized overnight courier service; or (c) received when such notice is deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to a Party at the address set forth opposite the Party’s name below, or such other address as the Party shall have specified by written notice to the other Party delivered in accordance herewith:

For the County: Orange County Director of Utilities
9150 Curry Ford Road, 3rd Floor
Orlando, Florida 32825
Phone: 407-254-9804
Facsimile: 407-254-9899

For County Operations: Water Reclamation Division
9150 Curry Ford Road, 3rd Floor
Orlando, Florida 32825
Phone: 407-254-9680
Facsimile: 407-254-9899

For TWA: Tohopekaliga Water Authority
Executive Director
951 Martin Luther King Boulevard
Kissimmee, Florida 34741
Phone: 407-944-5131
Facsimile: 407-343-4264

For TWA Operations: Director of Treatment Operations
951 Martin Luther King Boulevard
Kissimmee, Florida 34741
Phone: 407-944-5071
Facsimile: 407-343-4264

When notice is required due to non-emergency maintenance and repairs, the Parties shall notify each other with two (2) days written notice at the operations telephone and facsimile
numbers provided above or such other numbers that have been specified by written notice to the other Party.

9. **Disclaimer of Third-Party Beneficiaries.** This Letter Agreement is solely for the benefit of the Authority and the County and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal Party hereto.

10. **Severability.** If any part of this Letter Agreement is found invalid or unenforceable by any court or competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of this Letter 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 Letter Agreement is declared severable.

11. **Non-Waiver.** The failure of either Party to insist upon the other Party’s compliance with its obligations under this Letter Agreement in any one or more instances shall not operate to release such other Party from its duties to comply with such obligations in all other instances.

12. **Applicable Law.** This Letter Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida. Any litigation arising out of this Letter Agreement shall be had in the state courts located and lying within Orange County, Florida.

13. **Modifications.** Any and all modifications to the provisions herein shall be made by mutual agreement of the Parties, in writing, and be executed by the Parties hereto.

If this Letter Agreement meets with your approval, please sign both copies in the signature block provided and return one executed copy to me.

Sincerely,

[Signature]

Brian L. Wheeler, P.E.
Executive Director
Tohopekaliga Water Authority

Signed and Agreed to:

[Signature]

Raymond E. Hanson, P.E.
Director
Orange County Utilities

Date: 1/17/17

cc: Teresa Remudo-Fries, P.E., Deputy Director, Orange County Utilities
   Todd P. Swingle, P.E., Deputy Director, Orange County Utilities
   Andres Salcedo, P.E., Assistant Director, Orange County Utilities
   Mike Hudkins, P.E., Assistant Manager, Engineering Division, Orange County Utilities
   Lindy Wolfe, P.E., Chief Engineer, Engineering Division, Orange County Utilities
   Robert Pelham, P.E., Director of Engineering, Tohopekaliga Water Authority
NOTE:

1. PIPE ROUTES AND METER LOCATIONS ARE PRELIMINARY AND WILL BE DETERMINED DURING CONSTRUCTION PLAN REVIEW.

2. NO WALLS OR OTHER OBSTRUCTIONS WILL RESTRICT ACCESS TO THE METER ASSEMBLIES.

3. ONCE THE ORANGE AVE. RIGHT OF WAY IS CONVEYED TO THE DEVELOPER, THE METER EASEMENT WILL BE ESTABLISHED.
December 14, 2016

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9150 Curry Ford Road, 3rd Floor  
Orlando, Florida 32825  
Phone: 407-254-9804  
Facsimile: 407-254-9899

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9150 Curry Ford Road, 3rd Floor  
Orlando, Florida 32825  
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Kissimmee, Florida 34741  
Phone: 407-944-5131  
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Sincerely,

Signed and Agreed to:

Brian L. Wheeler, P.E.
Executive Director
Tohopekaliga Water Authority
Date: December 20, 2016

Raymond E. Hanson, P.E.
Director
Orange County Utilities
Date: 1-17-17

Teresa Remudo-Fries, P.E., Deputy Director, Orange County Utilities
Todd P. Swingle, P.E., Deputy Director, Orange County Utilities
Andres Salcedo, P.E., Assistant Director, Orange County Utilities
Mike Hudkins, P.E., Assistant Manager, Engineering Division, Orange County Utilities
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