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W. Christopher Browder

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April 19, 2006

VIA FEDERAL EXPRESS

Blanca S. Bayo, Director
Division of Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

Re: Docket No. 030682-WS Dual Application for Partial Transfer to Governmental Authority and For Transfer of Wastewater Certificate No. 518S and Water Certificate No. 602W from Zellwood Station Co-Op, Inc. to Zellwood Station Community Association, Inc.

Client-Matter No. 40195-1

Dear Ms. Bayo:

Enclosed are four sets of copies of the following documents for filing with the Florida Public Service Commission in support of the Dual Application for Transfer in the above-referenced Docket:

1. Operation and Maintenance Transition Agreement;
2. City of Apopka/Zellwood Station Co-Op, Inc. Agreement for the Delivery and Use of Reclaimed Water;
3. City of Apopka/Zellwood Station Co-Op, Inc. Water, Wastewater and Reclaimed Water Service Area Agreement;
4. City of Apopka/Zellwood Station Co-Op, Inc. Wholesale Potable Water and Wastewater Agreement;
5. Acknowledgement Certificate (acknowledging and certifying that all contingencies have been met concerning the effectiveness of the Service Area Agreement);
6. Bill of Sale;
7. Indemnity Agreement By and Between City of Zellwood Station Co-Op, Inc. and the City of Apopka;

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DISTRIBUTION CENTER
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COMMISSION CLERK

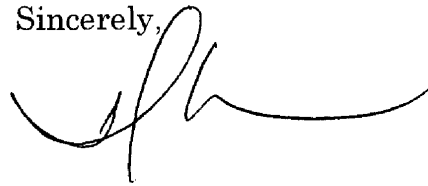
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Blanca S. Bayo, Director
Florida Public Service Commission
April 19, 2006
Page 2

8. Access Easement to Apopka;
9. Blanket Assignment and Assumption Agreement; and
10. Agreement to Grant Deed and Easements By and Between Zellwood Station Co-Op, Inc. and the City of Apopka.

Sincerely,



W. Christopher Browder, Esq.

Gray Robinson, PA

WCB:ds

Enclosures- as stated above

cc: Ms. Karen McMican
Tom Cloud, Esquire
John Hunter
(all w/out encls.)

OPERATION AND MAINTENANCE TRANSITION AGREEMENT

This Agreement is entered into this 19 day of January, 2008, by and between ZELLWOOD STATION COMMUNITY ASSOCIATION, INC. (hereafter "the Association"), and ZELLWOOD STATION COOPERATIVE, INC. (hereafter "the CO-OP").

RECITALS

A. The Association is purchasing certain of the CO-OP's water and wastewater assets as defined in and pursuant to that Utility Easement and Bill of Sale from the CO-OP to the Association dated July 24, 2003 and attached hereto as Exhibit "A" (the "Bill of Sale").

B. The Association will undertake the ongoing operation and maintenance of the purchased assets upon the effective date of the Bill of Sale and desires set forth certain agreements with the CO-OP to allow the smooth transition of the operation of the Utility Systems from the CO-OP to the Association.

ACCORDINGLY, in consideration of the above Recitals and benefits to be derived from the mutual observation of the covenants contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

SECTION 1. RECITALS. The above Recitals are true and correct and form a material part of this Agreement.

SECTION 2. DEFINITIONS. Unless the context specifies otherwise, the definitions set forth in the Bill of Sale shall likewise apply to this Agreement.

SECTION 3. CONDITIONS PRECEDENT. This Agreement shall become effective and binding if and when the conditions precedent under the Bill of Sale have been satisfied and the Bill of Sale becomes binding upon the parties thereto (the "Effective Date").

SECTION 4. ASSIGNMENT AND ASSUMPTION OF WATER AND WASTEWATER SERVICE OBLIGATION AND REVENUES.

4.1 **Assignment by CO-OP of Utility Service Obligations, Agreements and Revenues.** CO-OP hereby grants, assigns, transfers, conveys, sets over and delivers to the Association, its successors and assigns all of the following:

(1) CO-OP's right, title and interest in the ongoing retail utility service currently associated with the operation of the Facility Assets (as defined in the Bill of Sale);

(2) CO-OP's right and duty to provide retail water and wastewater services to existing or applicable future Zellwood Station residents to be served by the Facility Assets;

(3) any future revenues generated from the utility services provided by means of the Facility Assets;

(4) all data, operational records, maintenance records and customer account information currently held by the CO-OP and associated with the operation of the Facility Assets and the obligation to maintain such information after the Effective Date; and,

(5) the City of Apopka/Zellwood Station Co-Op, Inc. Wholesale Potable Water and Wastewater Agreement dated _____ (the "Bulk Agreements") and the retail water and sewer service agreements with the CO-OP's retail water and sewer customers (the "Service Agreements").

4.2 Assumption of Utility Service Obligation, Agreements and Revenues. The Association hereby assumes from the CO-OP, all of the following:

(1) CO-OP's right, title and interest in the ongoing retail utility service currently associated with the operation of the Facility Assets (as defined in the Bill of Sale);

(2) CO-OP's right and duty to provide retail water and wastewater services to existing or applicable future Zellwood Station residents to be served by the Facility Assets;

(3) subject any repayment obligations under Section 5.1, any and all future revenues generated from the utility services provided by means of the Facility Assets; and,

(4) all data, operational records, maintenance records and customer account information currently held by the CO-OP and associated with the operation of the Facility Assets and the obligation to maintain such information after the Effective Date; and,

(5) the benefits and obligations of the CO-OP under the Bulk Agreements and the Service Agreements, subject to the terms, conditions, and limitations in this Agreement.

4.3 Business Records. All data, operational records, maintenance records and customer account information currently held by the CO-OP and associated with the operation of the Facility Assets shall be delivered to the Association on the Effective Date.

4.4 **Operating Staff.** The same utility department personnel currently employed by both the Association and the CO-OP, and used by the CO-OP to administer the day to day business operations associated with the retail utility services assumed by the Association under this Agreement, shall continue to provide such services on behalf of the Association after the Effective Date.

4.5 **No Assumption of Debt.** It is specifically agreed as between the CO-OP and the Association, the Association shall not be required to assume any debt incurred by the CO-OP in the operation of the Facility Assets prior to the Effective Date and all such debt shall remain the responsibility of the CO-OP.

SECTION 5. OPERATING COST LOANS.

5.1 **Maintenance Loans.** As of the Effective Date, the Association shall be responsible for repairs and corrective maintenance expenditures associated with the operation of the Facility Assets. In the event that the Association is required to perform repairs or corrective maintenance at any time during the first year of operation of the Facility Assets after the Effective Date, then the Association shall first utilize any existing reserve funds that are available to cover such costs. If there are insufficient funds in the Association's reserve account to cover the cost and the Association notifies the CO-OP of the shortfall amount within said year, the CO-OP shall do the following:

(a) The CO-OP shall loan the Association up to nineteen thousand dollars (\$19,000) in the aggregate, taking into consideration all such outstanding loans, for use in performing the repairs or corrective maintenance (the "Loaned Funds").

(b) If Loaned Funds are borrowed by the Association, then the Association and the CO-OP shall enter into a loan agreement for the Loaned Funds and the CO-OP shall proceed with the required repairs and maintenance using the Loaned Funds.

5.2 **Loan Terms.** The terms of the loan agreement for any such Loaned Funds shall include repayment by the Association with no interest if Loaned Funds are from funds for which the CO-OP is not paying interest or, if Loaned Funds are from funds for which the CO-OP is paying interest, with interest at the interest rate then payable by the CO-OP for such Loaned Funds. All other terms of the loan agreement shall be as negotiated by the parties to the loan agreement.

SECTION 6. HOLD HARMLESS AGREEMENT.

6.1 **CO-OP Indemnity.** CO-OP hereby agrees to, and shall, hold the Association, their elective and appointive councils, boards, officers, agents and employees, harmless from (1) any liability for damage or claims for personal injury, including death, as well as from claims for property damage that may arise from the

negligent acts, errors and omissions of the CO-OP, its employees, agents or subcontractors in operating the Facility Assets prior to the Effective Date and (2) any debts incurred by the CO-OP in association with the operation, ownership and maintenance of the Facility Assets prior to the Effective Date.

6.2 Association Indemnity. The Association hereby agrees to, and shall, hold CO-OP, its employees, subcontractors and agents, harmless from any liability for damage or claims for personal injury, including death, as well as from claims for property damage that may arise from the negligent acts, errors and omissions of the Association, its employees, agents or subcontractors in operating the Facility Assets after the Effective Date.

SECTION 7. INSURANCE.

As of the Effective Date, the Association shall assume all risk of loss on the Facility Assets. The Association shall also be responsible to procure and maintain after the Effective Date, all such insurance as the Association deems necessary to cover sudden and accidental damage to the Facility Assets as well as any liability or business insurance coverages the Association deems appropriate.

SECTION 8. ATTORNEY'S FEES. If any legal action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.

SECTION 9. MISCELLANEOUS PROVISIONS.

9.1 Choice of Law. This Agreement shall be governed by the laws of the State of Florida.

9.2 Waiver: No waiver of any provisions of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted and any such waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continual waiver.

9.3 Survivability of Agreement. The parties hereto acknowledge that the terms and conditions of this Agreement shall survive the closing on the transfer of the Facility Assets under the Bill of Sale.

9.4 Binding Effect. This Agreement shall bind and inure to the benefit of the successors and assigns of the parties hereto.

9.5 Entire Agreement. This Agreement contains the entire agreement and understanding of the parties and cannot be modified except in writing executed by all parties.

9.6 Severability. In the event that any of the terms, conditions or covenants of this Agreement are held to be unenforceable or invalid by any court of

competent jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby and effect shall give rise to the intent manifested by the provisions, or portions thereof, held to be enforceable and valid.

9.7 Further Assurances. The Association and the CO-OP each agree that from time to time after the Effective Date, each will execute and deliver such further instruments, and take such other action, as may be reasonably necessary to carry out the purposes and intents of this Agreement.

9.8 No Consequential Damages. Notwithstanding anything to the contrary elsewhere in this Agreement, no party shall in any event be liable to any other party for any indirect, incidental, special or consequential damages, including but not limited to, loss of revenue, loss of profit, cost of capital, loss of business reputation or opportunity whether such liability arises out of contract, tort (including negligence), strict liability or otherwise.

IN WITNESS WHEREOF, counterparts of this Agreement have been duly executed by the parties hereinabove named on the day and year first hereinabove written.

Signed, sealed and delivered
in the presence of:

**ZELLWOOD STATION
COMMUNITY ASSOCIATION, INC.**

Attest: *Karen McMeican*
Print Name: KAREN McMEICAN
Title: PARK MANAGER

BY: *Reid L. Clive*
Print Name: REID L. CLIVE
Title: PRESIDENT

DATE: 1.19.06

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 19 day of January, 2006, by Reid L. Clive, as President of ZELLWOOD STATION COMMUNITY ASSOCIATION, INC.



AFFIX NOTARY STAMP

Carol D. Fouise
Signature of Notary Public
Carol D. Fouise
Print Notary Name
My Commission Expires: 10-31-07
Commission No: _____
 Personally known, or
 Produced Identification
Type of Identification Produced

ZELLWOOD STATION CO-OP, INC.

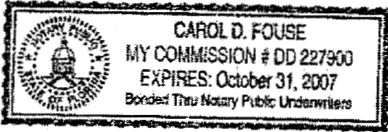
Attest: Karen McManis
Print Name: KAREN McManis
Title: PARK manager

BY: John G Hunter
Print Name: JOHN G HUNTER
Title: PRES. ZELLWOOD CO-OP

DATE: Dec 8, 2005

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 8 day of December, 2005, by John G Hunter, as President of ZELLWOOD STATION CO-OP, INC.



AFFIX NOTARY STAMP

Carol D Fouse
Signature of Notary Public

Carol D Fouse
Print Notary Name
My Commission Expires: 10/31/07
Commission No: _____

Personally known, or
 Produced Identification
Type of Identification Produced

EXHIBIT "A"

UTILITY EASEMENT AND BILL OF SALE

Return to:
Thomas A. Cloud, Esquire
GRAY, HARRIS &
ROBINSON, P.A.
301 East Pine Street
Suite 1400
Post Office Box 3068
Orlando, Florida 32802
(407) 843-8880

For Recording Purposes Only

UTILITY EASEMENT AND BILL OF SALE

THIS UTILITY EASEMENT AND BILL OF SALE is made and entered into this 24 day of July, 2003, by ZELLWOOD STATION CO-OP, INC., a Florida not-for-profit corporation whose mailing address is 2126 Spillman Drive, Zellwood, Florida 32798-9797 (hereinafter referred to as "Grantor") and ZELLWOOD STATION COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation whose mailing address is 2126 Spillman Drive, Zellwood, Florida 32798-9797 (hereinafter called "Grantee").

RECITALS

1. Grantor owns fee title to that real property described in Exhibit "A" attached to and incorporated in this Agreement (hereafter the "Property").
2. Grantor desires to convey to Grantee and Grantee desires to receive from Grantor certain water distribution facilities and certain wastewater collection facilities located on the Property as well as the necessary easements and rights of access necessary to allow Grantee to own, operate and maintain such water and wastewater facilities as necessary to serve Grantee's water and wastewater customers on or adjacent to the Property.

ACCORDINGLY, in consideration of the above Recitals, and other good and valuable consideration the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

EXHIBIT "A"

SECTION 1. RECITALS. The above Recitals are true and correct, and form material part of this agreement.

SECTION 2. CONVEYANCE OF WATER AND WASTEWATER FACILITIES. Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) in lawful money (and other good and valuable considerations the receipt and adequacy of which hereby acknowledged) paid by Grantee, has granted, bargained, sold, transferred, conveyed and delivered, and by these presents does hereby grant, bargain, sell, transfer, convey and deliver unto the Grantee, its successors and assigns, all of the items listed on Exhibit B (the "Facility Assets").

SECTION 3. GRANT OF EASEMENTS. Grantor desires to provide Grantee sufficient rights of access to allow Grantee to provide water and wastewater service to the retail customers within the Property and adjacent properties by means of the Facility Assets. Grantor hereby declares, grants and establishes in favor of Grantee and for the use and benefit of Grantee the following easements over the Property; provided however, that no such easements or the use thereof by Grantee shall unreasonably interfere with the use of the Property by Grantor nor shall any Facility Asset be moved from the locations of such Facility Assets on the Property as of the date of this grant of easement:

(i) a non-exclusive, perpetual easement for ingress, egress and passage (both pedestrian and vehicular) upon, over, under and across all areas within the Property and upon, over, under and across such roads, streets, alleys, bridges, tunnels, pathways, sidewalks, and other areas within the Property and associated improvements for purposes of access to and from the Facility Assets from the Grantee's property, and public streets and rights-of-way on or adjoining the Property; and,

(ii) a nonexclusive, perpetual easement and right-of-way in, upon, over, under and across the Property with full authority and right of Grantee to enter upon, use, construct, connect, operate, maintain, inspect, repair, upgrade, alter, restore and replace the Facility Assets, including without limitation, above ground or underground lines, pipes, pumps and related and appurtenant facilities, including the right to use any such improvements, together with such access as is required for such purposes.

SECTION 4. REPRESENTATIONS; DISCLAIMER OF WARRANTY. Grantor, for itself and its successors, hereby covenants to and with the Grantee, its successors and assigns, that: (i) it has good and marketable title to the Facility Assets; (ii) it has the right, power and authority to provide easements over the Property to Grantee; and (iii) the Facility Assets are free and clear of all liens and other encumbrances. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS UTILITY EASEMENT AND BILL OF SALE, GRANTOR HAS NOT MADE, IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY WARRANTIES, REPRESENTATIONS, GUARANTEES OR ASSURANCES, EXPRESS OR IMPLIED, REGARDING THE QUALITY, NATURE, ADEQUACY OR PHYSICAL CONDITION OF THE FACILITY ASSETS, THE VALUE, PROFITABILITY, SUITABILITY, MERCHANTABILITY,

MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE FACILITY ASSETS. BY ACCEPTANCE OF THIS UTILITY EASEMENT AND BILL OF SALE, GRANTEE (I) AGREES TO THE DISCLAIMER SET FORTH IN THIS PARAGRAPH, AND (II) ACCEPTS THE FACILITY ASSETS "AS-IS, WHERE-IS", WITH ALL FAULTS AND DEFECTS (LATENT OR PATENT).

SECTION 5. BINDING AGREEMENT. This Utility Easement And Bill of Sale shall become effective and binding upon and inure to the benefit of Grantor and Grantee, and the respective successors and assigns of each of them upon the last of the following:

A) Any and all governmental and regulatory approvals necessary to permit the sale and transfer of assets as contemplated under this Utility Easement And Bill of Sale have finally been granted to Grantor, and,

B) All conditions precedent to closing on this sale have occurred and the sale between the Grantor and Grantee has closed.

SECTION 6. GOVERNING LAW. This Utility Easement And Bill of Sale shall be governed by and interpreted in accordance with the laws of the State of Florida.

GRANTOR:

ZELLWOOD STATION CO-OP, INC., a Florida corporation

By: John G. Hunter
Name: JOHN G. HUNTER
Title: PRESIDENT - ZELLWOOD ST CO-OP

Signed, sealed and delivered in the presence of:

Jami R Merrill
WITNESS
Jami R Merrill
(Type or Print)

William G. Ferraro
WITNESS
William G Ferraro
(Type or Print)

STATE OF FLORIDA
COUNTY OF ORANGE

Personally appeared before me, the undersigned, John G. Hunter, and who, upon oath, acknowledged himself to be President, Zellwood Station Co-Op, and that he, being authorized to do so,

JGH

executed the foregoing instrument on behalf of Grantor as an officer. He is [] personally known to me or [] has produced a Florida driver's license as identification.

Witness my hand seal at office this 24 day of July, 2003.

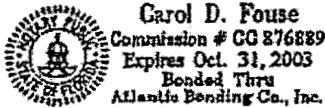
Carol D Fouse
Notary Public

CAROL D FOUSE
(Print, type or stamp commissioned name of Notary Public)

NOTARY PUBLIC, State of Florida

My Commission Expires: 10-31-03

Commission Number: _____



(SEAL)

GRANTEE:

ZELLWOOD STATION COMMUNITY ASSOCIATION, INC., a Florida corporation

By: Elmer L. Guins
Name: ELMER L. GUINS
Title: PRESIDENT OF COMM. ASSOC

Signed, sealed and delivered in the presence of:

Jamie R Merrill
WITNESS
Jamie R Merrill
(Type or Print)

William G Ferrara
WITNESS
William G FERRARA
(Type or Print)

STATE OF FLORIDA
COUNTY OF ORANGE

Personally appeared before me, the undersigned, Elmer L. Guins, and who, upon oath, acknowledged himself to be President of Comm. Assoc., and that he, being authorized to do so,

John

executed the foregoing instrument on behalf of Grantor as an officer. He is [] personally known to me or [] has produced a Florida driver's license as identification.

Witness my hand seal at office this 24 day of July, 2003.

Carol D. Fouse

Notary Public

Carol D. Fouse

(Print, type or stamp commissioned name of Notary Public)

NOTARY PUBLIC, State of Florida

My Commission

Expires: 11-31-03

Commission

Number: _____



Carol D. Fouse
Commission # GC 876289
Expires Oct. 31, 2003
Bonded Thru
Atlantic Bonding Co., Inc.

(SEAL)

Handwritten initials

DESCRIPTION OF THE PROPERTY

EXHIBIT B

LIST OF FACILITY ASSETS

Potable water main (PVC pipe)	1"		400
	2"		7,600
	4"		4,000
	6"		20,400
	8"		12,000
	10"		18,433
Potable water service laterals	1"	1,205	
Potable water meters	5/8"	1,015	
	1-1/2"	3	
	2"	3	
	4"	1	
	6"	1	
Potable water gate valves	2"	21	
	3"	3	
	4"	8	
	6"	32	
	8"	28	
	10"	26	
Fire hydrants		31	
Sanitary sewer main	8"		56,600
	8"F.M.		9,900
Sanitary sewer lateral	4"	1,205	
Manholes		277	
Lift Station #1 (1975)		1	
Lift Station #2 (1976)		1	
Lift Station #3 (1978)		1	
Lift Station #4 (1984)		1	
Lift Station #5 (1989)		1	

04/14/2006

**CITY OF APOPKA/ZELLWOOD STATION CO-OP, INC.
AGREEMENT FOR THE DELIVERY
AND USE OF RECLAIMED WATER**

THIS AGREEMENT is made and entered into on the 14th day of April 2006, between the **CITY OF APOPKA**, a Florida municipal corporation (hereinafter referred to as the "CITY"), and **ZELLWOOD STATION CO-OP, INC.** (hereinafter referred to as the "CO-OP").

WHEREAS, CITY operates and maintains a publicly owned water reclamation facility (hereinafter called the "Facility") produces reclaimed water ("Reclaimed Water") which may be used for productive and beneficial purposes as permitted by the Florida Department of Environmental Protection ("FDEP");

WHEREAS, CO-OP desires to use the Reclaimed Water for golf course irrigation on approximately 87 acres of land which it now owns and which is illustrated in **Exhibit "A-1"** attached hereto and made a part hereof by reference ("the Property"). Attached hereto as **Exhibit "A-2"** is the legal description of the Property;

WHEREAS, the CITY will provide available reclaimed water to the CO-OP at a Connection Point designated on **Exhibit "A-1"** as "Connection Point";

WHEREAS, the CO-OP shall be responsible for transporting and delivering the reclaimed water from the Connection Point to the Property;

WHEREAS, the initial rates applicable to CO-OP shall be those established by Resolution of the Apopka City Council for the class of customers for which CO-OP qualified or which CO-OP has elected to offer service.

WHEREAS, for the term of this Agreement, CITY shall be the exclusive provider of potable water and wastewater treatment to the CO-OP, and CITY and CO-OP agree that this provision constitutes a part of the consideration from CO-OP to CITY under the separate Water, Wastewater and Reclaimed Water Service Area Agreement.

NOW, THEREFORE, in consideration of the commitment of the CITY to deliver the Reclaimed Water to CO-OP and the commitment of CO-OP to receive and beneficially use the Reclaimed Water for the purposes set forth in this Agreement, and based on the foregoing premises, the parties agree to the following terms and conditions:

1. RECITALS TRUE AND CORRECT.

Each of the foregoing recitals are acknowledged to be true and correct representations of the facts that support this Agreement.

2. TERM OF THE AGREEMENT

The CITY shall deliver to the Connection Point and the CO-OP shall accept and use on the Property reclaimed water as set forth herein, produced by the CITY. This Agreement shall be effective on the date of first delivery of reclaimed water and for a term of ten (10) years. The term of this agreement shall be renewed automatically from year to year beyond the initial term unless terminated by the CO-OP or CITY by written notice not less than 180 days in advance of the term renewal. Connection point is defined as discharge pipe to the holding lined pond located along the east side of the CO-OP property approximately 3,000 feet north of Yothers Road.

3. RATE AND PAYMENT

- a. When such reclaimed water is available, the CITY shall deliver the reclaimed water to the CO-OP pursuant to CITY standards. The CO-OP will be invoiced for reclaimed water provided by the CITY at the then-applicable rate charged to that category of reclaimed water customers into which the CO-OP falls in the applicable reclaimed water rate resolution adopted by the Apopka City Council. The CO-OP and the CITY agree that the reclaimed water rates charged to the CO-OP by the CITY will automatically change when the Apopka City Council amends the rates applicable to the category of user in which CO-OP fits.
- b. Payment must be made to CITY as shown on the bill.
- c. The CITY shall install a meter assembly at the connection point between the CITY's and CO-OP's pond. Compensation for reclaimed water consumption will be paid to the CITY based on the appropriate meter size and in accordance with the meter charge schedule approved by the Apopka City Council.

4. COVENANT RUNNING WITH THE LAND

Upon execution by both parties, this Agreement shall be binding as a covenant or condition, which shall run with the Property, and shall be binding upon any subsequent owner, successor or assigns of CO-OP.

5. USE OF RECLAIMED WATER; CO-OP'S SYSTEM

- a. The CO-OP shall use reclaimed water delivered by the CITY for golf course irrigation. CO-OP shall immediately notify CITY of its intent to change the use of the reclaimed water delivered to it by written notice describing, in detail, acceptable to the CITY, how said reclaimed water shall be used. CITY may approve or deny CO-OP's change of use request within 90 days of receipt of CO-OP's written notice. It shall be the CO-OP's responsibility to ensure that any and all such use of the reclaimed water shall be in compliance and consistent with current and future rules and regulations of the CITY, Florida Department of

03/13/2006

Environmental Protection ("FDEP"), the applicable Water Management District, the CO-OP's Operating Practices Outlined in **Exhibit "B"**, and other governmental or regulatory agencies having jurisdiction over the Property or the use of reclaimed water. In no event will the CO-OP allow the discharge of reclaimed water directly into surface waters of the state of Florida without the prior written authorization from the FDEP and the CITY.

- b. The CO-OP agrees to install or modify distribution systems, construct lined pond and pumping facility within the Property, to the extent necessary, to allow the use of reclaimed water as a primary source of irrigation supply within the CO-OP's Golf Course Exhibit A-1. The CO-OP recognizes by this agreement that the primary purpose of connection and use is the beneficial supplantation of groundwater withdrawal and the resultant benefit to the local aquifer and will therefore avail itself of this source as primary for irrigation purposes. Other sources shall be utilized only as emergency backup and secondary source upon any condition subject to paragraphs 5, 6, 7, and 8 of this Agreement. The CO-OP will connect to the Connection Point at no cost to the CITY. The meter assembly to be installed at the Connection Point shall be located in an easement provided by the CO-OP to the CITY at a geographic location acceptable to the CITY but within twenty (20) feet of the Facility's boundary. Said easement area shall be of sufficient size to allow CITY to read, maintain, and replace said meter assembly. The CITY shall have the right to review plans for the connection at the 90% completion point and request modifications to said plans. The CO-OP shall provide, in a manner approved by appropriate regulatory agencies, appropriate backflow prevention devices between the distribution system and any wells which are maintained by the CO-OP so that reclaimed water will not be discharged directly into groundwaters of the State of Florida. The CO-OP shall be solely responsible for the ownership, operation, and maintenance of all portions of the distribution system. For the purposes of this Agreement, the "distribution system" is defined as the CO-OP's system of reclaimed water infrastructure built and operated for the purpose of conveying reclaimed water from the CITY Connection Point to and within the Property. CO-OP shall agree to implement, maintain and renew any permits, licenses or other programs required by state, regional or federal regulatory agencies to continue or expand the CO-OP's wastewater distribution system.
- c. If monitoring is required pursuant to the use of reclaimed water for the Property, the CO-OP is responsible at its expense for collecting, analyzing, and reporting all required information to the CITY, the FDEP, and/or any other governmental agency requiring such monitoring.

6. WATER QUALITY

- a. The CITY will deliver, to the CO-OP, reclaimed water of a quality consistent with the requirements for "public access" treatment levels described in the rules of the FDEP, Chapters 62-600 through 62-650, Florida Administrative Code.
- b. The CO-OP shall be wholly responsible for the continuing determination of the suitability of use for their purposes. The CO-OP has the right to stop acceptance of the reclaimed water if they deem it not suitable for their purpose based upon objective criteria.

7. VOLUME OF WATER; DELIVERY SCHEDULE

- a. The CO-OP agrees that the reclaimed water furnished from the CITY'S facility pursuant to the provisions of this Agreement shall be the primary source of water per CUP schedule used by the CO-OP for irrigation of the golf course. The CO-OP's golf course anticipated annual average irrigation demand is approximately 700,000 gallons per day. The CITY agrees to provide a volume of reclaimed water at least equivalent to an average of 150,000 gallons per day. The CITY reserves the right to limit the flow, subject to the above minimum daily average over a period of 30 days. If sufficient reclaimed water is not available due to lack of production at the CITY's plant, the CO-OP shall have the full right to supplement irrigation flow.
- b. CO-OP shall have the right and responsibility of controlling the flow of reclaimed water into its property on "as needed" basis and to store such water in CO-OP's holding ponds for irrigation purposes. The CITY also acknowledges and agrees that the CO-OP shall have the full right and authority, subject to proper permitting by the appropriate regulatory agencies, to utilize the lake systems, wells or other resources of the CO-OP, as additional water sources for irrigation purposes on their golf course area.
- c. The CITY shall install the turnout and all appurtenances thereto at its expense along with a flow meter at the Connection Point so that the volume of water delivered to the pond can be monitored. The CO-OP agrees to provide necessary easements in a form agreeable to CITY for the construction, operation and maintenance of any required CITY piping and appurtenances and the meter assembly at the Connection Point.
- d. The CITY shall begin delivering reclaimed water on such date as mutually agreed upon between the parties.

8. DELIVERY OF RECLAIMED WATER UNDER ADVERSE CONDITIONS

- a. All parties recognize that adverse weather conditions or unforeseen circumstances may necessitate modification of the normal delivery.

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- b. All parties also recognize that adverse weather conditions or unforeseen circumstances may result in a need for reclaimed water greater than the volume of water set forth in Paragraph 6. The CO-OP shall have the right to draw additional water, subject to availability of reclaimed water as determined by the CITY. During certain adverse conditions, the CITY may restrict or curtail the delivery of reclaimed water by the CO-OP until the adverse conditions have passed. During these periods, system-operating levels may be significantly reduced from normal levels. These reductions may include, but not be limited to, the volume and pressure of the reclaimed water supplied to CO-OP. During, and after such an event, the supply of reclaimed water may be curtailed or discontinued solely at the discretion of the CITY. CITY shall notify CO-OP in writing, in advance of their intent to curtail, disrupt, interrupt or limit the delivery of reclaimed water. If advance notice to the CO-OP is not practical then the CITY shall provide oral notice to the CO-OP within twenty-four (24) hours after exercising this right.
- c. If the CO-OP's transmission or distribution system fails for reasons or events beyond the CO-OP's control, then acceptance of reclaimed water, under the requirements of this Agreement, may be interrupted or limited in quantity. CO-OP shall notify CITY, in writing, in advance of their intent to curtail, disrupt, interrupt or limit the acceptance of reclaimed water. If advance notice to the CITY is not practical, then the CO-OP shall provide oral notice to the CITY within twenty-four (24) hours after exercising this right.

9. EXCUSE FROM PERFORMANCE BY GOVERNMENTAL ACTS

If for any reason during the term of this Agreement and through no fault of the CO-OP, local, regional, state or federal governments, agencies or courts (other than the parties to this Agreement) shall fail to issue necessary permits, grant necessary approvals, or shall require any change in the operation of the treatment, transmission and distribution systems or the application and use of reclaimed water by the CO-OP, then to the extent that such requirements shall affect the ability of any party to perform any of the terms of this Agreement or significantly increase the cost to the CITY, the affected party shall be excused from the performance thereof and a new agreement shall be negotiated, if possible or necessary, by the parties hereto in conformity with such permits, approvals, or requirements.

10. TERMINATION OR ASSIGNMENT

- a. CITY shall have the right to transfer all or any part of the treatment, transmission or its distribution facilities to another Party. CITY may assign all or any part of their rights and obligations under this Agreement to an alternate Party who shall be bound by and accept, and be exclusively responsible for all applicable terms and conditions of this Agreement.

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- b. The CO-OP shall have no right to assign this Agreement to any parcel of land not included in the Property, and any attempted assignment shall be void and of no effect or alternatively shall be treated by the CITY as a material breach entitling the CITY to terminate the Agreement.
- c. The CITY may terminate this Agreement for cause, with thirty (30) days prior written notice to the CO-OP, if any invoice is not paid in full within ninety (90) days of the date of the invoice as described above. Any invoice not paid within thirty (30) days shall accrue interest at the rate of one and one-half (1½) percent per month, prorated for any part of a month. The obligation of the CO-OP to pay past due sums shall survive termination of this Agreement.

11. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

The CITY does not represent or warrant that the volume or quality of reclaimed water delivered will increase the productivity of the Property. Furthermore, CITY will not be responsible for changes to the land or vegetation of any kind due to the distribution of reclaimed water. The CO-OP has secured independent advice on the introduction of reclaimed water upon the Property and shall make an independent judgment as to the water quality described in Paragraph 6 and volume of water described in Paragraph 7.

12. NOTICES

All notices required or authorized under this Agreement shall be given in writing and shall be served by mail on the parties at the addresses listed below:

CO-OP:

Zellwood Station CO-OP, INC.
2126 Spillman Drive
Zellwood, Florida 32798-9799

COPY TO:

Thomas A. Cloud, Esquire
GrayRobinson, P.A.
301 East Pine Street, Suite 1400
Orlando, Florida 32801

CITY:

Mayor
City of Apopka
P.O. Box 1229
Apopka, Florida 32704-1229

03/13/2006

WITH A
COPY TO:

Chief Administrative Officer
City of Apopka
P.O. Box 1229
Apopka, Florida 32704-1229

13. INSPECTION

The CITY shall have the right, upon written or oral notice to the CO-OP and when reasonably necessary, to enter upon the lands upon which the CO-OP distribution system is located to review and inspect (1) the CO-OP's operating practices as they relate to this Agreement; and, (2) any backflow prevention devices between the CO-OP's system and any well which is maintained by the CO-OP.

14. DISCLAIMER OF THIRD PARTY BENEFICIARIES

This Agreement is solely for the benefit of the formal parties hereto 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.

15. 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 herein are not materially prejudiced and if the intentions of the parties can continue to be effectuated; provided specifically however, that it is CITY's right to collect the sums described in Paragraph 3 of this Agreement, if this right to collect such sums is declared unenforceable, then CITY's obligations to deliver reclaimed water may be unilaterally terminated by CITY.

16. NON-WAIVER

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

17. LAND USE APPROVALS

This Agreement shall not be construed as granting or assuring or indicating any future grant of any land use or zoning approvals, permissions, variances, special exceptions, or rights with respect to the Property.

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18. INDEMNITY

The CITY shall be indemnified by the CO-OP from any and all claims, demands, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorneys' fees (and fees on appeal) arising out of, or relating to, the CO-OP's failure to comply with the terms and conditions of this Agreement, as well as failure to utilize the reclaimed water in accordance with the current and future rules and regulations of the CITY, FDEP and other governmental or regulatory agencies having regulatory jurisdiction over the Property, and the operating practices set forth in Exhibit "B" attached.

19. APPLICABLE LAW

This Agreement and the provisions contained herein shall be construed, governed by, and interpreted according to the laws of the State of Florida. Any litigation arising out of this Agreement shall be had in the federal or state courts located and lying within Orlando, Orange County, Florida.

20. EXHIBITS

This Agreement incorporates the following exhibits and addenda, which are specifically made a part hereof:

Exhibit A-1 - Property Illustration

Exhibit A-2 - Property Legal Description

Exhibit B - Operating Practices

21. RECORDING

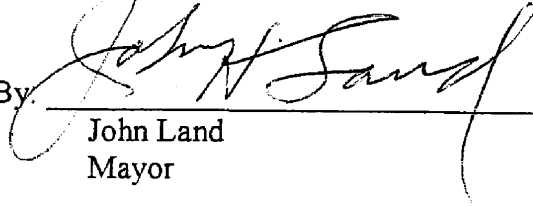
This Agreement, including the Exhibits thereto, shall be recorded in the Public Records of Orange County, Florida. The CO-OP shall bear the costs of such recording.

22. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding between the parties and shall supersede and replace any and all prior or contemporaneous representations, negotiations, statements, understandings, or agreements between the parties, whether verbal or written, relating to the matters set forth herein and the execution of this Agreement and are merged into this Agreement. The parties hereto fully understand the terms and conditions of this Agreement, have entered into this Agreement voluntarily and have received or had the opportunity to receive independent advice and legal counsel. This Agreement has been executed by the authorized representative of each party on the date written above.

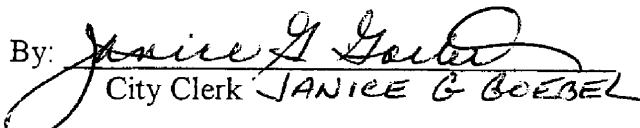
03/13/2006

CITY OF APOPKA

By: 
John Land
Mayor

Date: 3-22-2006

ATTEST:

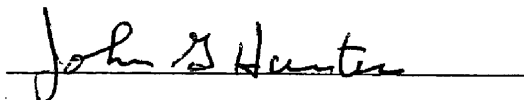
By: 
City Clerk JANICE G BOEBEL

Date: 3-22-2006

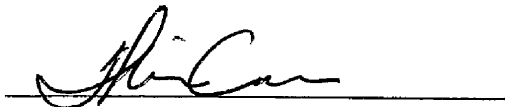
APPROVED BY APOPKA CITY COUNCIL
ON March 15, 2006

ZELLWOOD STATION CO-OP, INC.

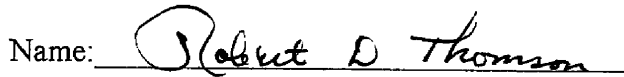
Witnesses:



Print Name: JOHN G HUNTER



Print Name: Wil Crowder

Name: 

Title: President, Co-op

Print Name: Robert D Thomson

11/11/2005

EXHIBIT "A-1"
Property Illustration

Map depicting the CO-OP's golf course area for reclaimed water irrigation and its surroundings.

To be prepared by the CO-OP.

Need Exhibit A-1

Map of Golf Course Area

See Areas noted on Water, Wastewater and Reclaimed Water Service Area Agreement

Sheet #3. See map of Golf Course areas.



Golf Course

11/11/2005

EXHIBIT "A-2"
Property Legal Description

Legal description of the CO-OP's golf course area to be used for reclaimed water irrigation.

To be prepared by the CO-OP.

Golf Course Legal Description

A Survey Description of only the Golf Course is not available, however, it is included on the overall Park Description on Sheet #1.

EXHIBIT "B"
Operating Practices

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

1. Appropriate advisory signs shall be posted around the sites utilizing reclaimed water by the CO-OP to designate the nature of the water and its non-potability. The signs shall be posted in accordance with current FDEP rules and regulations. The CO-OP is responsible for obtaining, installing and maintaining and ensuring signs are posted in accordance with applicable rules pertaining to such signage for the life of this Agreement.
2. The CO-OP will also take all reasonable precautions, including signs, labeling, and color-coding to clearly identify reclaimed water systems to prevent inadvertent human consumption. The signs, labeling, and color-coding shall be in accordance with applicable FDEP regulations.
3. No cross-connections shall be made between the reclaimed water system and a potable water system or any well. Should a well or any other potable water source be on the property as a backup system, the owner of the well shall separate the reclaimed system from the groundwater (the well) or potable water system by installing a backflow prevention device in accordance with all state, local and CITY regulations.
4. A buffer as required by FDEP, the CITY and all other applicable agencies shall be maintained between the edge of the wetted area of the reclaimed water irrigation system application site and any existing or approved (but not yet constructed) potable water supply wells.
5. The use of reclaimed water shall be consistent with all FDEP and other applicable regulatory agency rules.
6. The CO-OP shall operate its system such that reclaimed water does not discharge off-site, either directly or through a stormwater drainage system.
7. The CO-OP shall use the reclaimed water and operate its property in accordance with the rules and regulations, as they exist now and as they may be amended or implemented in the future, of the CITY, FDEP, the applicable water management district, and other governmental or regulatory agencies having jurisdiction.

11/11/2005

8. The CO-OP shall have and maintain a Reduced Pressure Zone (RPZ) Principle back flow preventer at the point of service of the potable water system and is responsible for its inspections and operation according to all applicable federal, state and local Cross Connection Control ordinances and regulations.

9. As a minimum, the CO-OP shall adhere to the following standards. Any changes to applicable FDEP or EPA rules and regulation shall supersede these limitations.

PROTECTION MEASURES

WELLHEAD PROTECTION AREA

The U.S. Environmental Protection Agency (USEPA) defines a wellhead protection area as "surface and subsurface areas surrounding a water well or well field, supplying a public water system, through which contaminants are reasonably likely to move toward and reach such water wells or well fields."

Studies indicate that the principal source of groundwater recharge in the Zellwood Station area is infiltration precipitation. The principal source of groundwater discharge is groundwater flow through aquifer materials down-gradient of the well field areas in addition to withdrawal for water supply.

By execution of this agreement, CO-OP recognizes CITY's commitment to protect all sources of potable water supplies and the need to preclude contamination thereof. CO-OP and any agent, contractor, associate, future owner or partner agree to abide by, uphold and honor all restrictions and provisions of this exhibit in perpetuity.

PROTECTION

CO-OP agrees to abide by all provisions of F.A.C. 62-521 including existing and future subsections as they pertain to Community Water System supply wells.

The CO-OP further recognizes and agrees to the reclaimed water usage measures and restriction as described in F.A.C. 62-610-421.

All planned and future development of areas adjacent to the existing water supply wells shall be in compliance with these provisions.

ENCROACHMENT

No sanitary hazards as defined in FDEP rules shall be permitted nor constructed without appropriate permits, waivers and approval by the CITY, FDEP, and any other jurisdictional entity. These provisions apply equally to the raw water transmission mains connecting the supply wells to the Water Supply Facility.

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**CITY OF APOPKA/
ZELLWOOD STATION CO-OP INC.
WATER, WASTEWATER AND RECLAIMED WATER
SERVICE AREA AGREEMENT**

THIS AGREEMENT, made and entered into by and between the CITY OF APOPKA, a Florida municipal corporation, (hereafter CITY), and ZELLWOOD STATION CO-OP, INC., a Florida Corporation, (hereafter CO-OP).

R E C I T A L S

WHEREAS, CO-OP owns and operates a potable water system and a sanitary wastewater collection and treatment system in Orange County, Florida (hereinafter referred to collectively as the Utility System); and

WHEREAS, CITY proposes a sanitary pump station, to service potable water via 1-inch service and meter connected to Zellwood Station water service. The CITY will credit CO-OP for the water it uses through the 1-inch service once every 3-months.

WHEREAS, CO-OP proposes to sell to the CITY the right to serve the CO-OP service area defined herein through wholesale water, wastewater and reclaimed water agreements (the "Wholesale Agreements"); and

WHEREAS, CO-OP is willing to convey to the CITY or its assigns, the right to provide wholesale water, wastewater or reclaimed water services to the CO-OP pursuant to the Wholesale Agreements; and

WHEREAS, the CITY has the power and authority to acquire the service area and to provide wholesale potable water, wastewater and reclaimed water services within its respective service area, and the CO-OP has the power and authority to sell the service area and enter into the Wholesale Agreements; and

WHEREAS, the CO-OP intends to be the retail water and wastewater provider of the wholesale water and wastewater services received from CITY or its assigns pursuant to the Wholesale Agreements; and

WHEREAS, the parties have negotiated in good faith and are empowered to be bound by the terms and conditions set forth in this Agreement; and

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WHEREAS, CO-OP is retaining the water distribution and wastewater collection systems and will provide retail water and wastewater service to its customers in the CO-OP service area depicted in **Exhibit A**; and

WHEREAS, the CITY and CO-OP have agreed that CITY shall be the wholesale service provider for water, wastewater and reclaimed water ("Wholesale Service Provider") for the geographic area that includes the CO-OP service area; and

WHEREAS, CITY or its assigns is willing to provide wholesale water and wastewater service to the CO-OP, and the CO-OP is willing to purchase said services subject to the terms and conditions entered into by separate Wholesale Agreements; and

WHEREAS, this Agreement is contingent upon execution by COUNTY and CITY of valid and acceptable Water and Wastewater Asset Purchase and Sale Agreement; and

WHEREAS, Orange County, a political subdivision of the State of Florida and a charter county (hereinafter "COUNTY") and CITY have negotiated agreements relating to land use planning and public utility service delivery in the northwest part of Orange County, including the Co-Op Service Area; and

WHEREAS, CITY has agreed to acquire from COUNTY the Specified County Facilities located in the northwest part of Orange County that includes the Co-Op Service Area; and

WHEREAS, the CO-OP is aware of this relationship between COUNTY and Apopka, and CO-OP recognizes that CITY will be the Wholesale Service Provider to the CO-OP service area; and

WHEREAS, the CITY shall not acquire the wastewater treatment plant or water well production and treatment facilities, which shall remain the property of the CO-OP; and

WHEREAS, the City shall acquire such real property from the CO-OP for a lift station which shall be owned, operated and maintained by the CITY; and

WHEREAS, CO-OP agrees that it shall not operate or allow others to operate or maintain the wastewater treatment plant or the potable water production and treatment facilities for the Co-Op Service Area defined in this Agreement after wholesale services under the Wholesale Agreements has commenced, and CO-OP shall be responsible for regulatory compliance with regard to abandonment or removal of CO-OP's wastewater treatment plant and accompanying facilities and the potable water well facilities.

ACCORDINGLY, in consideration of the above Recitals and benefits to be derived from the mutual observation of the covenants contained herein, and other good and valuable

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consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

SECTION 1. RECITALS. The above recitals are true and correct, and form a material part of this Agreement.

SECTION 2. DEFINITIONS. The following words and phrases shall have the following meanings in this Agreement:

Actual Water Service Date: Thirty (30) days following the Acquisition Date agreed to by CO-OP and the CITY when wholesale service by CITY can begin in Co-Op Service Area following interconnections of CO-OP's water distribution lines to CITY's water facilities.

Actual Wastewater Service Date: On or before one hundred eighty (180) days following the Acquisition Date agreed to by the CO-OP and the CITY when the wholesale service by CITY can begin in Co-Op Service Area following interconnections of CO-OP's wastewater transmission lines to CITY's wastewater facilities.

Acquisition Date: The date on which the CO-OP and the CITY agree to that Wholesale Service Provider will provide service to the Co-Op Service Area. Also called "closing date". Thereafter, interconnection of the CO-OP's Service Area systems to the CITY's facilities will occur, leading to establishment of the Actual Water Service Date and Actual Wastewater Service Date.

Assets: The CO-OP service area conveyed by CO-OP to CITY under this Agreement and any easements or other interests in real property acquired by CITY or its assigns pursuant to this Agreement.

CITY: The City of Apopka.

COUNTY: Orange County, a political subdivision of the State of Florida.

CO-OP: The Zellwood Station Co-Op, Inc., a Florida corporation.

Co-Op Service Area: The specific area to be provided wholesale water, wastewater and reclaimed water service by CITY under this Agreement, which service area is being transferred by CO-OP to CITY. CO-OP and CITY specifically agree that CITY shall not be required to serve pursuant to the terms of this Agreement outside of Co-Op Service Area.

Capital Charges or Connection Charges: Those fees charged, by whatever name, such as impact fees, capital facility charges or capital charges, imposed by CITY by ordinance or other adopted procedure, imposed as a prerequisite or a condition to connect to CITY water, wastewater or reclaimed water facilities.

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Utility System: The water, wastewater and reclaimed water transmission lines and facilities currently owned and operated by the Co-Op which services the Co-Op Service Area.

Wholesale Agreements: The City of Apopka/Zellwood Station Co-Op, Inc., Wholesale Potable Water and Wastewater Agreement and the City of Apopka/Zellwood Station Co-Op Inc., Agreement for the Delivery and Use of Reclaimed Water.

Wholesale Service Provider: The CITY agrees to provide wholesale water, wastewater and reclaimed water service to the CO-OP within the Co-Op Service Area for a finite number of customers (defined by Equivalent Residential Units "ERUs") within a specified and limited geographic area, the Co-Op Service Area.

SECTION 3. ACQUISITION AND CONVEYANCE OF EXCLUSIVE RIGHT TO SERVE CO-OP SERVICE AREA ("ACQUIRED ASSETS"). The CO-OP, pursuant to the facts in the Recitals above, agrees to sell and the CITY agrees to buy the exclusive right to serve to the Co-OP service area. This right shall not include any cash derived from the monthly retail rates of the CO-OP received by the CO-OP, except as set forth in this Agreement.

SECTION 4. ACQUIRED ASSETS. On the Acquisition Date, as defined below, CO-OP shall sell, assign, transfer, convey and deliver to CITY, and CITY shall purchase, accept and pay for all of the rights to be the exclusive wholesale water, wastewater and reclaimed water service provider in the Co-op Service Area. The CITY is only agreeing to serve the area described herein as the Co-Op Service Area and only to the extent of the Equivalent Residential Units (ERUs) described in Section 17 hereof, and any customers outside of the Co-Op Service Area shall not be served by the CITY under this Agreement, and can only be served under conditions for such established by the CITY in CITY's ordinances or other applicable regulations. Title and interest in and to the following property and assets shall also be conveyed to the CITY:

4.1 Real Property. The only interests in real property to be conveyed by CO-OP to the CITY shall be sufficient easements or other interests in real estate to allow for wholesale service delivery by the CITY to install connection points, turn-ins, valves, meters, lift stations or other facilities reasonably necessary and of a size as determined in the sole discretion of the CITY. All such easements or interests in real estate shall be conveyed to CITY in a form deemed appropriate by CITY, and service by CITY is specifically authorized upon the conveyance by CO-OP to CITY or Wholesale Service Provider of said easements or interest in real estate. Conveyance of any interest in real estate shall be free and clear of any claims by third parties and shall be conveyed subject to the title standards set forth in Exhibit "AF", attached hereto and by this reference made a part hereof. Conveyance by CO-OP of lift station site(s) acceptable to CITY is a required prerequisite to delivery of water, wastewater and reclaimed water service by CITY to CO-OP.

4.2 Certificates, Permits, and Approvals.

a. CO-OP shall be responsible upon interconnection of CO-OP retail customer potable water and wastewater transmission lines to the system of the CITY to disconnect, demobilize, demolish or otherwise comply with state or federal regulatory, and City Code provisions relating to ceasing all potable water use of wells #1 and #2 and water treatment facilities and the wastewater treatment plant, subject to all necessary regulatory approvals and to all conditions, limitations or restrictions contained therein, all existing original certificates (other than the Certificates of Authority issued by the Public Service Commission, which will be canceled or modified by operation of law), permits, and other governmental authorizations and approvals of any kind. CO-OP agrees that the CITY shall have no responsibility for closing, capping or sealing wells or for demobilizing or demolishing the water and wastewater treatment plants or related facilities. At the direction of CITY, CO-OP shall close, cap and seal wells #1 and #2 in accordance with state and local law within one hundred eighty (180) days of closing this transaction.

b. 560,000 gpd (gallons per day) for potable water use and 150,000 gpd for augmentation of reclaimed water for the golf course already allocated in the current CITY CUP.

4.3 Specifically Excluded Assets. The following Utility System assets owned by the CO-OP regarding the Utility System shall not be included in the assets conveyed to the CITY as part of the Acquired Assets.

- a. Potable Water Wells/Treatment Facilities and real property upon which the facilities are located.
- b. Wastewater Treatment Plant and real property upon which the facilities are located.
- c. Water distribution and transmission facilities, except for necessary easements to effect interconnection of the CITY.
- d. Wastewater collection, pumping and transmission facilities, except for necessary easements in the vicinity of the CITY's wastewater system.
- e. CO-OP retail customer service potable water distribution and wastewater collection lines.
- f. Any obligation or right CO-OP may have to serve customers or areas outside of or beyond the Co-Op Service Area set forth in this Agreement.

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- g. CO-OP's cash and CO-OP's bank accounts.
- h. Federal, State or Local Tax or other deposits (including customer deposits) maintained by CO-OP with any governmental authority or private vendor for CO-OP's use and benefit.
- i. Customer deposits.

SECTION 5. SERVICE AREA ACQUISITION PRICE AND PAYMENT. The Parties have agreed on a purchase price for Exclusive Right to Service Co-Op Service Area through a negotiating process. The Service Area acquisition price agreed upon is neither the highest nor the lowest amount that could be considered as a fair market value of the Service Area according to the terms and conditions of this agreement. Such agreement has been reached in order to make the acquisition of the Service Area attainable by the CITY while providing the CO-OP the opportunity to carry through its commitments to its customers. The parties agree that the total Service Area acquisition price shall not exceed \$690,000.

- a. The acquisition of the right to serve the Service Area will result in a commitment by the CITY to provide water, wastewater and reclaimed water wholesale service to the CO-OP for the CO-OP Service Area and a commitment by the CO-OP to acquire wholesale water, wastewater and reclaimed water services exclusively from the CITY as a wholesale customer by separate agreements.
- b. CO-OP agrees to maintain and operate direct customer services, including collections, pumping, distribution systems, and billing.
- c. CO-OP agrees to and understands CITY's water wholesale rate, and wastewater wholesale rate as provided in a separate wholesale agreement attached hereto as Exhibit "E" and by this reference made a part hereof.
- d. CO-OP agrees to and understands CITY's reclaimed water wholesale rate and conditions of use as provided in a separate reclaimed water agreement attached hereto as Exhibit "E" and by this reference made a part hereof.

SECTION 6. REPRESENTATIONS AND WARRANTIES OF CO-OP. The CO-OP represents and warrants to CITY that:

6.1 Organization, Standing And Power. The CO-OP is a corporation, duly organized, validly existing, and in good standing under the laws of the State of Florida. The CO-OP has all requisite power and authority to own and sell its properties being conveyed here under as the Acquired Assets, and to conduct its businesses related thereto as it is currently being conducted.

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6.2 Authority for Agreement. The CO-OP has the power and authority to execute and deliver this Agreement and to carry out its obligations hereunder. This Agreement has been duly authorized by all action required to be taken by the CO-OP, has been duly executed and delivered by the CO-OP, and constitutes a valid and binding obligation of the CO-OP, enforceable in accordance with its terms.

6.3 Litigation. There are no actions, suits, or proceedings at law or in equity, pending against the CO-OP before any federal, state, municipal or other court, administrative or governmental agency or instrumentality, domestic or foreign, which affect the right of CITY to be the provider pursuant to the Wholesale Agreements, any interest in real property conveyed to CITY or the CO-OP's right and ability to make and perform this Agreement; nor is the CO-OP aware of any facts which to its knowledge are likely to result in any such action, suit or proceeding. The CO-OP is not in default with respect to any permit, approval order or decree of any court or of any administrative or governmental agency or instrumentality affecting the Utility Systems.

The CO-OP agrees and warrants that it shall have a continuing duty to disclose up to and including the Service Area Acquisition Date the existence and nature of all pending judicial or administrative suits, actions, proceedings, and orders which in any way relate to the operation of the Utility Systems or the rights of the CITY under this Agreement.

6.4 Leases. None of the Service Area Assets are subject to any interest of any lesser or lessee.

6.5 No Governmental Violations. The CO-OP is not aware and has not been notified of the existence of any violations of any governmental rules, regulations, permitting conditions or other governmental requirements applicable to the ownership, maintenance or operation of the Utility Systems. For events occurring prior to closing, CO-OP shall resolve any such violations. After the closing, CITY shall be responsible for only those such violations occurring within the wholesale service area attributable to action of CITY.

6.6 No Record Violations. The CO-OP is not aware and has not been notified of any restrictions or conditions of record, which would adversely affect the use of the Service Area. This is a continuing obligation upon CO-OP to disclose to CITY notices of any violations through the date of closing of this transaction.

6.7 Disclosure. No representation or warranty made by the CO-OP in this Agreement contains any untrue statement of material facts or omits to state any material fact required to make the statements herein contained misleading. Should the CO-OP become aware that any of the representations or warranties of CITY provided for herein are, or may reasonably be, materially untrue or incorrect, CO-OP will promptly advise the CITY of same, in writing, specifying in reasonable detail the reasons why the CO-OP believes such representations or warranties of CITY are, or may reasonably be, untrue or incorrect.

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6.8 Survival of Covenants. CO-OP agrees that its representation and warranties set forth herein are true and correct as of the date of the execution hereof and shall be true and correct at the time of the Closing Date, and shall survive the Closing Date.

6.9 FIRPTA. The CO-OP is not a "Foreign Person" within the meaning of the United States tax laws and to which reference is made in Section 1445 (b) (2) of the *Internal Revenue Code*. On the Closing Date, the CO-OP shall deliver to the CITY a certificate to such effect.

6.10 No Violation by Virtue of Election. The execution, delivery and performance of this Agreement will not violate any provision of law, order of any court or agency of government, the Articles of Incorporation or any by-laws of the CO-OP, or any indenture, agreement, or other instrument to which the CO-OP is a party, or by which it is bound.

6.11 No CERCLA Violations. The real property interests being conveyed to CITY have complied with, and the CO-OP has not violated, in connection with the ownership, use, maintenance, or operation of any interest in real property conveyed to CITY, applicable environmental, federal, state, county, or local laws relating to pollution or protection of the environment, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act, or the Toxic Substance Control Act ("Environmental Laws"). CO-OP has not authorized the placing or depositing of hazardous substances on the real property portion of the Acquired Assets except, if at all, in accordance with the applicable Environmental Laws, and CO-OP has no actual knowledge of any hazardous substance having been, or currently being, placed or deposited on the premises except in accordance with such Laws.

6.12 No Clean Water Act (CWA) Violations. The real property portion of the Acquired Assets have complied with, and the CO-OP has not violated, in connection with the ownership, use, maintenance, or operation of the Property or the Acquired Assets, applicable environmental, federal, state, county, or local laws relating to pollution or protection of the environment, including, but not limited to, the Clean Water Act. The CO-OP has not authorized the discharge of any pollutant by any person except as in compliance with the act's permit requirements, effluent limitations and other environmental provisions of the CWA.

6.13 Agreements for Utility Services Not Addressed Herein. The CO-OP affirms that no agreements are in existence which would obligate the CITY to grant free service or reduced service charges, or preclude the CITY from charging capital charges for new retail rate customers within the Co-Op Service Area. The CO-OP understands and agrees that CITY will not be obligated to close this Agreement if any such assigned agreements are found to be in existence.

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6.14 Assurances Required. CO-OP has provided all documents and information requested in furtherance of this Agreement to the CITY in relation to the Co-Op Service Areas that are available or can be reasonably available to CO-OP.

6.15. Third Party Claims for Free or Reduced Fee Service. Notwithstanding anything to the contrary, the parties agree to conclude this transaction so long as CO-OP (1) uses its best efforts to obtain releases of any such capacity commitments, (2) indemnifies the CITY or Wholesale Service Provider from any costs, damages, lost capital charges, or other related financial damages that may arise from any such capacity commitments, (3) provides adequate security through a non-transferable corporate performance bond and recorded covenant for special assessments to pay for and indemnify the CITY or Wholesale Service Provider from any such costs, damages, lost capital charges, or other related financial damages that may arise from any such capacity commitments, and (4) pay the costs to and be responsible for the legal defense of any such claims against the CITY or Wholesale Service Provider. To the extent the CO-OP can obtain a release of any such capacity commitments, CO-OP shall be released from its responsibilities hereunder only as related to such release of capacity commitment. The obligations imposed upon and assumed by the CO-OP, pursuant to this section relating to the claims for free service or service at a reduced capital charge, shall survive the closing of this transaction.

SECTION 7. REPRESENTATIONS AND WARRANTIES OF CITY OR ITS ASSIGNS. The CITY represents and warrants to the CO-OP, as follows:

7.1 Authority for Agreement. The CITY or its assigns has the authority and power to execute and deliver this Agreement. The CITY has held all of the necessary public hearings to authorize the CITY's exercise of its option to acquire the CO-OP's service area as a wholesale provider.

7.2 Delivery of Resolution. CITY will deliver to CO-OP a certified copy of the resolution of the Board approving the CITY's execution and performance of this Agreement, within thirty (30) days after adoption of said Resolution by the CITY.

7.3 Litigation. As of the date of closing, there are no actions, suits, or proceedings at law or in equity, pending against CITY before any federal, state, municipal or other court, administrative or governmental agency or instrumentality, domestic or foreign, which affect the CITY's right and ability to make and perform this Agreement; nor is the CITY aware of any facts which to its knowledge are likely to result in any such action, suit or proceeding.

SECTION 8. ADDITIONAL CONDUCT PENDING CLOSING. The CITY or its assigns and the CO-OP covenant with each other that pending the closing on this transaction, neither shall obstruct, hinder or interfere in the operation of the Utility Systems by the CO-OP or with the processing and consideration by governmental agencies of any applications or petitions filed by the CO-OP or CITY or its assigns that are related to the Utility Systems. CO-OP shall execute all necessary documents to assist in securing necessary governmental approval(s) for the renewal, expanded use, and transfer of said permit, and shall use its best efforts to assist the CITY

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in obtaining all such necessary governmental approvals as may be required to close this transaction and transfer permits to the CITY.

SECTION 9. THIRD-PARTY AGREEMENTS; PRE-PAID CONNECT COSTS. At the time of closing, the parties covenant and agree that the following adjustments shall be made:

9.1 CO-OP represents that it does not hold any Connection Charges, as hereinafter defined, heretofore paid to CO-OP for the Co-Op Service Area under any agreements for connections not yet made to the Utility Systems prior to the execution of this agreement. If CO-OP has entered into any agreements or commitments with developers or customers outside of the CO-OP service area as shown in **Exhibit "A"**, providing for reservation of capacity, extension of services or facilities, or free service or reduced service charges, then the CO-OP shall terminate all such agreements and commitments prior to closing. Should the CO-OP fail to terminate any such agreements, the CITY understands and agreed that the CITY will not accept or recognize any obligations to honor the amount of any prepaid or discounted connections, or free or reduced service charges, for customers, properties, dwelling units, or commercial or industrial structures not connected to the Utility Systems prior to the execution of this agreement, with the exception of the properties and capacities specifically noted in **Exhibit "D"**. Any such obligations for free and reduced fee services shall be and remain an obligation of the CO-OP. Nothing contained in this Agreement shall be construed to require the CITY or its assigns to exercise the police power in the allocation of water and/or wastewater service capacity (hereby deemed to be a governmental function) other than in accordance with the CITY's current or future service allocation or extension rules. CO-OP agrees to indemnify and hold CITY harmless from any claims, actions, expenses or damages, including costs and attorney's fees at trial and appeal, which the CITY incurs as a result of any agreements for free or reduced service located outside of the CO-OP's service area. The provisions of this paragraph shall survive the closing of this Agreement.

9.2 All costs of recording any releases, satisfactions or corrective instruments, if any, shall be paid by CO-OP.

9.3 All real property or easements conveyed to the CITY or its assigns shall be free and clear of any special assessments or municipal liens, if any, as of the date of closing, and any existing liens will be paid by CO-OP.

9.4 Any taxes on gross receipts, regulatory assessment fees, or gain on sale incurred as of the date of closing shall be determined and paid by CO-OP.

9.5 All documentary stamps, if required, on conveyance documents required by this Agreement shall be paid by CO-OP.

SECTION 10. POST CLOSING INDEMNITIES.

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10.1 The CO-OP shall provide all customer service functions in the service area utilizing potable water distribution and wastewater transmission lines to customers inside of the connection point of the CITY. The CO-OP shall defend, indemnify and hold the CITY, its assigns, representatives, agents and employees harmless from and against any and all claims, liability, demands, damages, surcharges, refunds, expenses, fees, fines, penalties, suits, proceedings, actions and fees, including damage to property or property rights that may arise from or are related to third party claims arising from or related to acts, errors, or omissions of the CO-OP, its agents, employees, servants, licensees, invitees, or contractors or by any person under the control or direction of the CO-OP arising out of (1) its ownership, operation, maintenance, or management of the Utility Systems up to and including the Closing Date, (2) any other local, state, or federal enforcement case that may be later filed after the Closing Date related to alleged or actual violations of local, state or federal laws, rules, ordinances, policies, or requirements that occurred prior to or on the Closing Date, (3) any FPSC rate case proceeding related to the Utility Systems, (4) the operation of the CO-OP retained potable water distribution and the wastewater transmission lines on the CO-OP side of the connection points, and for customer service functions, and (5) after closing, indemnifying CITY for any customers who connect to CO-OP's lines if those CITY customers have not paid CITY's capital facility charges or retail customer charges.

10.2 In addition, CO-OP shall defend, indemnify and hold harmless the CITY, its representatives, agents, and employees from and against all claims, obligations, administrative orders, suits, actions, proceedings, demands, assessments, judgments, debts, damages, remediation costs, charges and expense, including reasonable attorneys' fees arising out of or resulting from environmental pollution or contamination from hazardous substances that occurred prior to or on the Closing Date located within the property shown on **Exhibit "A"** (the Co-Op Service Area).

10.3 Nothing herein shall relieve CO-OP of any responsibility or liability prescribed by law for fines, penalties, and damages levied by governmental agencies, and the cost of cleaning up any contamination caused directly or indirectly by CO-OP's activities or facilities that occurred prior to or on the Closing Date; and CO-OP shall promptly reimburse the CITY for any legally required closure, investigation, assessment, cleanup, decontamination, remediation, restoration, and monitoring of the property and all off-site ground and surface waters and lands affected thereby, as may be necessary to bring the property and affected off-site waters and lands into full compliance with all applicable federal, state or local statutes, laws, ordinances, codes, rules, regulations, orders and decrees, and to restore the damaged property to the condition existing prior to the occurrence(s) which caused the damage. The provisions of this paragraph shall survive closing or the termination of this Agreement.

SECTION 11. SERVICE AREA ACQUISITION DATE. The place of execution of documents transferring the Service Area shall be in Orange County at the offices of the Orange County Attorney, 201 South Rosalind Avenue, 3rd Floor, Orlando, Florida, and such closing shall occur on or before **November 30, 2005** (the "Service Area Acquisition Date"). Notwithstanding anything to the contrary, the execution of the Service Area transfer documents for this transaction

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shall take place upon the delivery of the Service Area Acquisition Price to the CO-OP in the manner and on the date provided for in this Agreement. The closing of this transaction may be extended beyond the Service Area Acquisition Date in order to allow for the fulfillment of obligations set forth in this Agreement, but in no event beyond thirty (30) days from the Service Area Acquisition Date, unless mutually agreed in writing by the parties, or extended by provision of this Agreement. The obligation of the CITY to close this transaction shall be contingent upon: (1) sale of County Specified Facilities by COUNTY to the CITY as outlines in that certain City of Apopka/Orange County Water & Wastewater Systems Asset Purchase & Sale Agreement; (2) the Wholesale Agreements; and (3) interconnection of the CITY and the CO-OP potable water and wastewater treatment systems.

SECTION 12. TRANSFER DOCUMENTS AND PROCEDURES.

12.1 Deliverables from CO-OP. CO-OP will prepare all necessary documents to close this Transaction. The following documents shall be delivered by the CO-OP to the CITY no later than fourteen (14) days prior to closing, but shall be executed on the Closing Date:

- (a) Instruments of conveyance, in appropriate recordable form, of all the Easements as described on **Exhibit "B"** conveying to the CITY all of CO-OP's right, title and interest in all such property, together with all utility improvements thereto, and warranting that such easement rights and rights to use dedicated rights-of-way are or shall be made pursuant to Subsection 6.3 hereof, free and clear of all liens, security interests, encumbrances, leasehold interests, charges or option, covenants or restrictions other than Permitted Exceptions, as that term is defined herein; and
- (b) Executed Wholesale Water and Wholesale Wastewater and Reclaimed Water Agreements acceptable to CO-OP and CITY. (**Exhibit "E"**); and
- (c) General assignment to and assumption by the CITY of the interests in the specified Property, together with a general assignment of all permits and approvals as provided for and in the manner specified in this Agreement; and
- (d) Standard no-lien affidavit in a form reasonably required by the Title company as to realty and personally insuring against any liens, claims or encumbrances upon the real property interests; and
- (e) A "non-foreign" affidavit or certificate pursuant to Section 1445 of the *Internal Revenue Code*; and
- (f) Such other affidavits and acknowledgments as the title company shall reasonably request in order to cause the title company to issue the policy evidencing marketable title as contemplated herein; and

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- (g) A corporate officer's certificate confirming that the CO-OP's warranties hereunder are true and correct as of the Closing Date; and
- (h) Evidence of insurance and an original executed certification and warranty to the CITY hereof; and
- (i) Such other instruments and documents, in form approved by the CITY's counsel as may be reasonably required in order to properly serve the Service Area or interests in real property acquired by the CITY; provided that none of such documents shall result in any additional liability on the part of CO-OP not otherwise provided for in this Agreement.

12.2 Deliverables from the CITY. Upon the Closing Date and the completion of the interconnection of the CO-OP to the CITY system, the CITY shall pay the Service Area Acquisition Price by delivering a warrant to the CO-OP in the amount due CO-OP as provided in Section 5 of this Agreement, subject to the prorations and adjustments and the creation of the escrows as necessary and agreed to by the parties. A certified copy of a resolution of the CITY approving this transaction, if not previously delivered to CO-OP shall be executed on the closing date. The assignments and assumptions being prepared by the parties may be incorporated into one document (with appropriate exhibits as required) at the convenience and with the concurrence of the parties. CITY shall also deliver at closing: (a) such affidavits and acknowledgments as the Title company shall reasonably request in order to cause said Title company to issue a title insurance policy evidencing a marketable title in CITY; (b) the appropriate City Officer's Certificate confirming that the warranties of CITY set forth in this Agreement applicable to the closing are true and correct as of the closing; and (c) such other instruments and documents as CO-OP's counsel may reasonably require, in form approved by CITY's counsel, in order to properly serve the Service Area or interests in real property acquired by the CITY, provided that none of such documents shall result in any additional liability on the part of CITY not otherwise provided for in this Agreement.

SECTION 13. RESPONSIBILITY FOR PROFESSIONAL FEES AND COSTS. Except for the responsibilities of certain fees provided elsewhere in this agreement, each party hereto shall be responsible for its own attorney's fees, engineering fees, accounting fees and other costs in connection with the preparation and execution of this Agreement, the closing of the transaction contemplated herein and in connection with all judicial and administrative proceedings related to the acquisition.

SECTION 14. PUBLIC SERVICE COMMISSION APPROVAL. CO-OP shall be responsible for and apply for approval by the FPSC for transfer of the Service Area Acquisition Assets from CO-OP to the CITY and any consent from FPSC for the CO-OP service area to be served by the Wholesale Agreements. It is agreed that CITY shall apply every reasonable effort to cooperate with CO-OP to obtain approval from the FPSC and will render all reasonable assistance to CO-OP necessary to obtain such approval. Copies of the Orders of the FPSC

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acknowledging modification of CO-OP service area along with the Certificate Modification(s) shall be promptly provided to CITY by CO-OP, upon CO-OP's receipt of said Orders.

SECTION 15. COMMISSIONS. The CO-OP and the CITY warrant to the other that the transaction contemplated by this Agreement is a direct, private transaction between the CO-OP and the CITY without the use of a broker or commissioned agent.

SECTION 16. FURTHER ASSURANCES. Each of the parties hereto agrees that, from time to time, upon the reasonable request of the other party and at the expense of the requesting party, without further consideration, it shall execute and deliver to the requesting party any and all further instruments, affidavits, conveyances and transfers as may be reasonably required to carry out the provisions of this Agreement.

SECTION 17. WHOLESALE SERVICE AREA-MAXIMUM SERVICE CAPACITY.

17.1 Maximum Utility Service. The CITY and the CO-OP agree that the CITY (or its assigns) shall only provide wholesale utility service to the CO-OP Service Area specified herein. The wholesale service shall be provided to a fixed number of customers based upon equivalent residential units ("ERU's"), without payment of capital facility, impact fees or connection charges ("Connection Charges"). Those properties eligible for connection to the CO-OP's system and entitled to service pursuant to the Wholesale Agreements without payment of Connection Charges are limited to those listed on **Exhibit "D"**, attached hereto and incorporated in this Agreement. CITY and CO-OP agree that the properties listed on **Exhibit "D"** include a finite number of eligible additional connections consisting of certain undeveloped residential lots which were part of the Zellwood Station Cooperative approved Planned Development. The CITY and the CO-OP acknowledge and agree that said eligible additional connections shall be accepted and served by the CITY pursuant to the Wholesale Agreements. Only those parcels described on **Exhibit "D"** and contained within the Co-Op Service Area are entitled to wholesale service pursuant to the Wholesale Agreements. Any additional customers and customers outside of the Co-Op Service Area shall pay Connection Charges and retail service charges. The CO-OP represents and warrants that there are no other such lots within its service area entitled to service. Parcels not listed on **Exhibit "D"** shall be required to become retail customers of the CITY and pay retail rates and pay Connection Charges as a condition of receiving utility service. Except as provided in Subsection 6.16 hereof, the CO-OP understands and agrees that CITY will not be obligated to close this Agreement or to continue wholesale utility service if any current or future obligations impose upon the CITY a duty or obligation to grant free service or charge reduced service charges to other than those customers described in **Exhibit "D"**, or preclude the CITY from charging Connection Charges or treating customers (other than those set forth in **Exhibit "D"**) as new retail rate customers.

17.2 Additional Connections to CO-OP Service Lines Prohibited. If any individual or entity not specified on **Exhibit "D"** connects to CO-OP's Service Area potable water or wastewater lines without paying to CITY Connection Charges and allowing CITY to set retail connection meters for any such customers, then CO-OP shall be required to pay to CITY or

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its assigns any and all Connection Charges and retail rate charges for any such customers. If CO-OP allows or suffers any such connection, CO-OP agrees that CO-OP will either pay to CITY any Connection Charges due pursuant to the wholesale utility service provider's ordinances or rules and regulations, and CO-OP shall pay retail rates within ten (10) days of any such connection or retail service charge due dates, or CITY shall terminate the Wholesale Utility Service Agreements for which unapproved connections occurred. This provision shall survive the closing of this Agreement. As an alternative to termination of wholesale service to CO-OP, CO-OP may post a bond or surety to cover unauthorized connections as outlined in Subsection 6.16 hereof.

17.3 Payment of Connection Charges. Payment of Connection Charges will be required from all future retail utility customers (i.e., all customers not depicted on **Exhibit "D"**) in accordance with existing and future City Ordinances, including all customers located outside of the CO-OP service area.

17.4 Other Agreements. Except, as expressly set forth in this Agreement, the CITY is not assuming any agreements to which CO-OP is a party.

SECTION 18. NOTICES; PROPER FORM. Any notices required or allowed to be delivered hereunder shall be in writing and may either be (1) hand delivered, (2) sent by recognized overnight courier, or (3) mailed by certified or registered mail, return receipt requested, in a postage prepaid envelope, and addressed to a party at the address set forth opposite the party's name below, or at such other address as the party shall have specified by written notice to the other party delivered in accordance herewith:

CO-OP:
Zellwood Station CO-OP, Inc.
2126 Spillman Drive
Zellwood, FL 32798-9799

WITH A COPY TO:

Thomas A. Cloud, Esquire
GrayRobinson, P.A.
301 East Pine Street, Suite 1400
Orlando, Florida 32801

CITY:

Mayor
City of Apopka
P.O. Box 1229

03/13/2006

Apopka, FL 32704-1229

WITH A COPY TO:

Chief Administrative Officer
City of Apopka
P.O. Box 1229
Apopka, FL 32704-1229

COUNTY:

Director of Utilities
Orange County Utilities Department
9150 Curry Ford Road
Orlando, FL 32825

WITH A COPY TO:

County Administrator
Orange County Administration Office, 5th Floor
201 South Rosalind Avenue
Orlando, FL 32801-3547

Notices personally delivered by hand or sent by overnight courier shall be deemed given on the date of delivery and notices mailed in accordance with the foregoing shall be deemed given five (5) days after deposit in the U.S. mail.

SECTION 19. ENTIRE AGREEMENT. This instrument constitutes the entire Agreement between the parties and supersedes all previous discussions, understandings, and agreements between the parties relating to the subject matter of this Agreement. This Agreement may not be changed, altered or modified except by an instrument in writing signed by both parties.

SECTION 20. AMENDMENT. Amendments to and waivers to the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

SECTION 21. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties herein, 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.

SECTION 22. BINDING EFFECT. All of the provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the legal representatives, successors and nominees of the CITY and the CO-OP.

SECTION 23. TIME OF THE ESSENCE. Time is hereby declared of the essence in the performance of each and every provision of this Agreement.

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SECTION 24. APPLICABLE LAW. This Agreement shall be construed, controlled, and interpreted according to the laws of the State of Florida.

SECTION 25. CORROBORATION OF PAYMENTS AFTER CLOSING. In each instance in which either the CO-OP or the CITY is to receive money from another party after the Closing Date pursuant to the provisions of this Agreement, the party who is entitled to receive the money under the terms of this Agreement shall have the right to inspect, at its own expense, those books and records of the other party as may be necessary to corroborate the accuracy of the amount of money received by the party, within thirty (30) days of receipt of payment.

SECTION 26. RADON GAS. RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.

SECTION 27. SURVIVAL OF AGREEMENTS. All representations and warranties of the parties set forth in this Agreement shall survive the Closing.

SECTION 28. CONTINGENCIES. The CO-OP and the CITY agree and understand that this Agreement is contingent upon the happening of certain events relating to that certain agreement entitled "City of Apopka/Orange County Amended and Restated Water, Wastewater, and Reclaimed Water Territorial Agreement" (hereinafter called the "Territorial Agreement") approved by the COUNTY's governing board on October 26, 2004, between the CITY and the COUNTY relating to the acquisition of the County utility service area and facilities in a specified area of northwest Orange County. The geographic area to be acquired by CITY from COUNTY under the Territorial Agreement includes the Zellwood Station Co-Op Service Area. The CO-OP and CITY agree and recognize that this Agreement is contingent upon:

- a. Valid, executed Wholesale Agreements for Water and for Wastewater and Reclaimed Water acceptable to the CITY and CO-OP, but which shall not deviate from the financial and delivery terms contained Wholesale Water and Wastewater Agreement and Reclaimed Water Agreement (**Exhibit "E"**);
- b. Acquisition of said County utility service area and facilities by City pursuant to the Territorial Agreement. Interconnection of the City of Apopka wastewater system and City Water System with the CO-OP retail system to achieve the Actual Water Service Date and Actual Wastewater Service Date.

Should any of these contingencies fail for any reason, this Agreement shall be null and void.

SECTION 29. MISCELLANEOUS.

03/13/2006

29.1 Assignment. CO-OP may not assign its rights, duties or obligations under this Agreement to the Zellwood Station Community Association, but may not assign or transfer its duties under Subsection 6.15 to any other person, firm or corporation.

29.2 Equal Interpretation. All of the parties to this Agreement have participated fully in the negotiation and preparation hereof, and, accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto.

29.3 Severability and Interpretation. Except for the provisions of Sections 5, 17 and 28 hereof, in the event any term or provision of this Agreement be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

29.4 Attorneys Fees. In the event of any litigation between the parties under this Agreement, each party shall be responsible for their own attorney's fees and court costs at all trial and appellate levels.

SECTION 30. LISTING OF EXHIBITS.

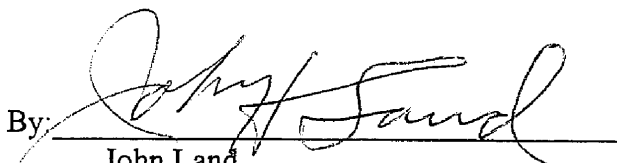
30.1 Exhibits. The following exhibits form a part of this agreement:

- a. Co-Op's Service Area Acquired Assets
- b. Real Property
- c. Governmental Requirements and Permits
- d. Non-Connected Parcels with Pre-Paid Capital Charges
- e. Apopka/Zellwood Station Co-Op Inc., Wholesale Agreements
- f. Real Estate Standards

The exhibits shall be attached and become an integral part of the agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year written below their signatures.

CITY OF APOPKA

By: 
John Land
Mayor

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APPROVED BY APOPKA CITY COUNCIL
ON March 15, 20 06

03/13/2006

DATE: 3-22-2006

ATTEST: By: *Janice G. Goebel*
City Clerk, City of Apopka
JANICE G. GOEBEL

Signed, sealed and delivered in the presence of:

ZELLWOOD STATION CO-OP, INC.

Attest: _____

By: *Robert D. Thomson*

Print Name: _____

Print Name: Robert D Thomson

Title: _____

Title: President ZS CO-OP

[CORPORATE SEAL]

Date: 4-14-06

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 22 day of MARCH, 2006, by JOHN H LINDO, as MAYOR and attested to by JANICE G GOEBEL as CITY CLERK of CITY OF APOPKA, who are personally known to me or produced _____ as identification.



Pauline L. Mathius
My Commission DD292090
Expires February 18 2008

Pauline L. Mathius

Notary Public

PAULINE L. MATHIUS

Print Name

My Commission Expires:

2/18/2008

(AFFIX NOTARY STAMP)

11/15/2005

My Commission Expires:

(AFFIX NOTARY STAMP)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 14 day of April,
2006, by Robert Thomson, as President and attested to by
Karen McMican as Manager of ZELLWOOD STATION CO-OP,
INC., who are personally known to me or produced _____ as
identification.

Karen F McMican
Notary Public
KAREN McMICAN
Print Name

My Commission Expires:

2-2-09

(AFFIX NOTARY STAMP)

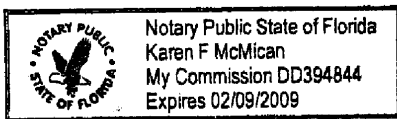


EXHIBIT A

CO-OP's Service Area

Map and legal description of the CO-OP's service area. This exhibit SHALL NOT include undeveloped parcels.

For example:

11/15/2005

Certified service area, including the 190 developed and platted lots and Rolling Hills Church property, less the Silvestri properties.

The "Deleted Service Area" of the Co-Op's prior territory is shown in Exhibit H, which includes the Silvestri Property, and Zellwood Holdings Property.

Prepared by CO-OP

Co-op's Service Area Map & Legal Descriptions

Co-op Service Area (Sheet #1 & Sheet #2)

See Sheet 1- Legal Description

See Sheet 2- ☒ Includes Undeveloped Residential Lots Listed ☒

Undeveloped Parcels Identified as

◆ "NOT INCLUDED" ◆

AND LESS

Description Parcel "A"

From the Southeast corner of the West $\frac{3}{4}$ of Section 25, Township 20 South, Range 27 East, Orange County, Florida, run N.02°47'47"W. Along the East line of said West $\frac{3}{4}$ of Section 25, a distance of 2863.81 feet to the Northeast corner of "Banbury Village Condominium", as recorded in Condo. Book 5, Pages 1 & 2, public records of Orange County, Florida; thence continue N.02°47'04"W. Along said East line, 1005.19 feet; thence leaving said East line, run S. 89°13'09"W. 291.14 feet to the point of beginning; thence run N.29°57'56"W. 86.24 feet to a point of a curve concave Northerly and having a radius of 257.00 feet; thence from a tangent bearing of S.55°07'25"W., run Westerly along the arc of said curve 44.05 feet through a central angle of 9°49'17" to a point; thence run S.29°57'56"E. 86.24 feet to a point on a curve concave Northerly, and having a radius of 343.00 feet; thence from a tangent bearing of S. 63°42'43"W., run Westerly along the arc of said curve 129.15 feet through a central angle of 21°34'27" to the point of tangency; thence run S.85°17'09"W. 89.05 feet; thence S.04°42'51"E. 167.62 feet to the point of curvature of a curve concave Westerly, and having a radius of 878.00 feet; thence run Southerly along the arc of said curve 265.47 feet through a central angle of 17°19'26" to a point; thence run N. 77°23'25"W. 86.00 feet; thence S.75°26'47"W. 61.29 feet; thence N. 75°13'04"W. 113.18 feet to a point on a curve concave Northerly and having a radius of 120.00 feet; thence from a tangent bearing of S.32°44'05"W., run Westerly along the arc of said curve 278.66 feet through a central angle of 133°03'05" to a point; thence run N. 16°17'49"W. 233.56 feet; thence N. 24°11'46"W. 137.76 feet to a point on a curve concave Southeasterly, and having a radius of 1003.00 feet; thence from a tangent bearing of S.67°03'38"W., run Southwesterly along the arc of said curve 44.00 feet through a central angle of 2°30'49" to a point; thence run S.24°11'46"E. 86.02 feet to a point on a curve concave Southeasterly and having a radius of 917.00 feet; thence from a tangent bearing of S.64°25'45"W., run Westerly along the arc of said curve 38.91 feet through a central angle of 2°25'53" to the point of tangency; thence run S.61°59'52"W. 219.12 feet to the point of curvature of a curve concave Northerly, and having a radius of 498.00 feet; thence run Westerly along the arc of said curve 281.82 feet through a central angle of 32°25'27" to the point of tangency; thence run N.85°34'41"W. 288.19 feet to the point of curvature of a curve concave Southeasterly, and having a radius of 202.00 feet; thence run Southwesterly along the arc of said curve 201.56 feet through a central angle of 57°10'19" to a point; thence run N. 52°45'00"W. 86.00 feet to a point on a curve concave Southeasterly, and having a radius of 288.00 feet; thence from a tangent bearing of S.37°15'00"W.; run Southerly along the arc of said curve 50.52 feet through a central angle of 10°03'03" to a point; thence run N.62°48'03"W. 130.00 feet to a point on a curve concave Southeasterly, and having a radius of 418.00 feet; thence from a tangent bearing of N27°11'57"E., run Northeasterly along the arc of said curve 218.48 feet through a central angle of 29°56'50" to a point; thence run N. 00°25'53"W. 51.30 feet to a point on a curve concave Easterly and having a radius of 120.00 feet; thence from a tangent bearing of N.79°23'46"W., run Westerly, Northerly and Easterly along

N.03°57'35"E. 140.00 feet to a point on a curve concave Northerly, and having a radius of 735.32 feet; thence from a tangent bearing of S.86°02'28"E., run Easterly along the arc of said curve 165.35 feet through a central angle of 12°53'02" to the point of tangency; thence run N81°04'30"E. 337.46 feet to the point of curvature of a curve concave Southerly, and having a radius of 1273.00 feet; thence run Easterly along the arc of said curve 625.91 feet through a central angle of 28°10'16" to the point of tangency; thence run S.70°45'14"E. 10.00 feet; thence N.19°14'46"E. 211.11 feet to the point of curvature of a curve concave Southeasterly, and having a radius of 438.00 feet; thence run Northeasterly along the arc of said curve 233.30 feet through a central angle of 30°30'18" to a point; thence run S.40°14'56"E. 86.00 feet; thence S.39°13'42"E. 44.00; feet; thence S.40°23'41"E. 86.00 feet; thence S.13°03'07"E. 85.00 feet to a point on a curve concave Southerly, and having a radius of 120.00 feet; thence from a tangent bearing of N.76°56'53"E., run Easterly along the arc of said curve 144.45 feet through a central angle of 68°58'13" to a point on a curve concave Northerly, and having a radius of 606.00 feet; thence from a tangent bearing of S.72°23'32"E., run Easterly along the arc of said curve 386.08 feet through a central angle of 36°30'12" to the point of tangency; thence run N.71°06'16"E. 78.00 feet to a point on a curve concave Southerly, and having a radius of 120.00 feet; thence from a tangent bearing of N.34°14'05"E., run Easterly along the arc of said curve 240.06 feet through a central angle of 114°37'21" to a point; thence run S.53°04'02"E. 218.48 feet; thence S.16°28'41"E. 86.00 feet to a point on a curve concave Southerly, and having a radius or 302.00 feet; thence from a tangent bearing of N.73°31'19"E., run Easterly along the arc of said curve 27.84 feet through a central angle of 5°16'56" to a point; thence run N.11°11'46"W. 86.00 feet to a point on a curve concave Southwesterly, and having a radius of 388.00 feet; thence from a tangent bearing of N.78°48'14"E., run Southeasterly along the arc of said curve 337.15 feet through a central angle of 49°47'12" to a point of tangency; thence run S.51°24'34"E. 94.66 feet to the point of curvature of a curve concave Southwesterly, and having a radius of 573.00 feet; thence run Southeasterly along the arc of said curve 181.31 feet through a central angle 18°07'46" to a point; thence run S.58°43'13"W. 86.06 feet to a point on a curve concave Southwesterly, and having a radius of 487.00 feet; thence from a tangent bearing of S.33°38'00"E., run Southerly along the arc of said curve 20.00 feet through a central angle of 2°21'13" to a point; thence run N.58°43'13"E. 86.00 feet to a point on a curve concave Westerly, and having a radius of 573.00 feet; thence from a tangent bearing of S.31°16'47"E, run Southerly along the arc of said curve 265.68 feet through a central angle of 26°33'56" to the point of tangency; thence run S.04°42'51"E. 18.44 fee; thence N.85°17'09"E.89.05 feet to the point of curvature of a curve concave Northwesterly, and having a radius of 127.00 feet; thence run Northeasterly along the arc of said curve 195.21 feet through a central angle of 88°04'00" to the point of tangency; thence run N.02°46'51"W. 150.00 feet; thence N.39°36'28"W. 125.95 feet; thence N.35°17'56"W. 80.00 feet to a point on a curve concave Northeasterly, and having a radius of 40.00 feet; thence from a tangent bearing of S.54°42'04"W., run Westerly along the arc of said curve 80.26 feet through a central angle of 114°57'50" to a point; thence run N.67°47'39"W. 84.34 feet to a point on a curve concave Southeasterly, and having a radius of 120.00 feet; thence from a tangent bearing of N.11°52'37"E., run Northeasterly along the arc of said curve 46.52 feet through a central angle of 22°12'44" to a point;

Northerly line of said Recreation complex, 100.18 feet to the point of beginning; thence leaving said Northerly line of the recreation complex, run N.17°35'29"W. 101.00 feet to a point on a curve concave Northerly, and having a radius of 645.23 feet; thence from a tangent bearing of S.72°24'31"W.; run Westerly along the arc of said curve 27.31 feet through a central angle of 2°25'29" to a point; thence run N.15°10'00"W. 140.00 feet to a point on a curve concave Northerly and having a radius of 505.23 feet; thence from a tangent bearing of N.74°50'00"E., run Easterly along the arc of said curve 21.38 feet through a central angle of 2°25'29" to the point of tangency; thence run N.72°24'31"E. 79.20 feet to the point of curvature of a curve concave Southerly, and having a radius of 555.08 feet; thence run Easterly along the arc of said curve 40.78 feet through a central angle of 04°12'32" to a point on a curve concave Westerly, and having a radius of 129.49 feet; thence from a tangent bearing of N.01°38'03"E., run Northerly along the arc of said curve 92.66 feet through a central angle of 41°00'01" to a point; thence run N.82°00'18"W. 165.01 feet to a point on a curve concave Westerly, and having a radius of 950.00 feet; thence from a tangent bearing of N.15°11'02"W., run Northerly along the arc of said curve 136.26 feet through a central angle of 8°13'05" to the point of tangency; thence run N.23°24'07"W. 220.59 feet to the point of curvature of a curve concave Easterly, and having a radius of 760.00 feet; thence run Northerly along the arc of said curve 354.04 feet through a central angle of 26°41'27" to the point of tangency thence run N. 03°17'20"E. 108.98 feet to the point of curvature of a curve concave Southeasterly, and having a radius of 695.00 feet; thence run Northeasterly along the arc of said curve 325.24 feet through a central angle of 26°48'45" to the point of tangency; thence run N.30°06'05"E. 417.84 feet to the point of curvature of a curve concave Southeasterly, and having a radius of 858.78 feet; thence run Northeasterly along the arc of said curve 446.83 feet through a central angle of 29°48'41" to the point of reverse curvature of a curve concave Northwesterly, and having a radius of 560.00 feet; thence run Northeasterly along the arc of said curve 301.86 feet through a central angle of 30°53'06" to a point; thence run S.36°19'27"E. 176.77 feet; thence S.59°21'01"E. 1217.29 feet to a point on a curve concave Southwesterly and having a radius of 948.78 feet; thence from a tangent bearing of S.57°24'58"E., run Southwesterly along the arc of said curve 101.74 feet through a central angle of 6°08'38" to a point on a curve concave Southeasterly, and having a radius of 645.75 feet; thence from a tangent bearing of N. 47°54'22"E., run Northeasterly along the arc of said curve 251.76 feet through a central angle of 22°20'16" to a point; thence N. 69°49'48"E. 81.94 feet to a point on a curve concave Southerly and having a radius of 655.75 feet; thence from a tangent bearing of N. 77°24'32"E., run Easterly along the arc of said curve 406.97 feet through a central angle of 35°31'31" to a point; thence run S.22°58'03"W. 96.00 feet to a point on a curve concave Southwesterly and having a radius of 559.75 feet; thence from a tangent bearing of S.67°01'57"E., run Easterly along the arc of said curve 42.15 feet through a central angle of 4°18'53" to a point; thence run S.27°16'56"W. 130.00 feet to a point on a curve concave Southwesterly and having a radius of 429.75 feet; thence from a tangent bearing of N.62°43'04"W., run Westerly along the arc of said curve 21.21 feet through a central angle of 02°49'40" to a point on a curve concave Easterly, and having a radius of 505.31 feet; thence from a tangent bearing of S.24°35'54"W., run Southerly along the arc of said curve 251.62 feet through a central angle of 28°31'51" to the point of compound curvature of a curve

AND LESS

Description: Parcel "C"

A portion of Tract Two as described in Warranty Deed recorded in Official Records Book 4629, Pages 2875-2902 of the Public Records of Orange County, Florida, said portion being more particularly described as follows:

From the Southeast corner of the West $\frac{3}{4}$ of Section 25, Township 20 South, Range 27 East, Orange County, Florida, run N. $02^{\circ}47'04''$ W. Along the East line of said West $\frac{3}{4}$ of Section 25, a distance of 2863.81 feet to the Northeast corner of "Banbury Village Condominium" as recorded in Condo Book 5, N. $02^{\circ}47'04''$ W along said East line 2055.70 feet to the Point of Beginning; thence continue N. $02^{\circ}47'04''$ W., along said East line 400.00 feet to a point on the South right-of-way line on Ponkan Road (60 feet in width); thence S. $87^{\circ}35'27''$ W., along the said South right-of-way line 280.00 feet; thence S. $02^{\circ}24'33''$ E., 211.11 feet to a point on the Northeasterly boundary of Parcel "A" an exception to Tract Two and described in Official Records Book 4629, Pages 2882-2884 of the Public Records of Orange County, Florida, said point being on a non-tangent curve concave Southwesterly, having a radius of 453.00 feet; thence Southeasterly along said Northeasterly boundary and along said curve an arc distance of 242.39 feet, a chord bearing and distance of S. $40^{\circ}00'06''$ E. 239.51 feet; thence departing said Northeasterly boundary of Parcel "A" along a non-tangent line N. $87^{\circ}2'56''$ E. 136.51 feet to the Point of Beginning.

Being subject to an easement 60 feet in width to Florida Power Corporation as recorded in Official Records Book 2525, Page 1302 of the Public Records of Orange County, Florida

Containing 2.21 acres, more or less

AND LESS

DESCRIPTION: SEWAGE PLANT SITE (PARCEL D)

COMMENCE AT THE SOUTHEAST CORNER OF THE WEST $\frac{3}{4}$ OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST. ORANGE COUNTY, FLORIDA, RUN N $02^{\circ}47'04''$ W ALONG THE EAST LINE OF SAID WEST $\frac{3}{4}$ A DISTANCE OF 2863.81 FEET TO THE NORTHEAST CORNER OF "BRANBURY VILLAGE CONDOMINIUM" AS RECORDED IN CONDOMINIUM BOOK 5, PAGES 1 AND 2, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA SAID CORNER BEING THE POINT OF BEGINNING; THENCE RUN S $75^{\circ}51'06''$ W ALONG THE NORTHERLY LINE OF SAID CONDOMINIUM 286.42 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 682.26 FEET; SAID POINT LYING ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF PUTTER ROAD (54' RIGHT-OF-WAY); THENCE FROM A TANGENT BEARING OF N $14^{\circ}08'54''$ W RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE 633.41 FEET THROUGH A CENTRAL ANGLE OF $53^{\circ}11'37''$ TO THE P.T. OF SAID CURVE; THENCE N $67^{\circ}20'31''$ W A DISTANCE OF 39.27 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF GREENBLUFF ROAD (PRIVATE 54' ROAD) SAID POINT BEING ON THE ARC OF A CURVE CONCAVE NORTHWEST AND HAVING A RADIUS OF 791.62 FEET; THENCE FROM A TANGENT BEARING OF N $20^{\circ}35'20''$ E RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $08^{\circ}46'54''$

of said curve a distance of 79.66 feet through a central angle of $00^{\circ}46'44''$ to the point of beginning; thence continue along said right-of-way and said arc of said curve a distance of 508.51 feet through a central angle of $04^{\circ}58'20''$ the point of tangency; thence run $N.47^{\circ}59'29''W.$, along said right-of-way 418.05 feet; thence leaving said right-of-way run $N.54^{\circ}04'28''E.$ 415.47 feet; thence $N.42^{\circ}52'51''W.$ 239.26 feet to the point of curvature of a curve concave Easterly having a radius of 274.75 feet and a central angle of $40^{\circ}00'00''$ run thence Northerly along the arc of said curve 191.81 feet to the point of tangency; thence run $N.02^{\circ}52'51''W.$, a distance of 90.00 feet; thence $87^{\circ}07'09''$ a distance of 251.49 feet; thence $S.02^{\circ}52'51''E.$ 264.67 feet; thence $S.42^{\circ}52'51''E.$ 72.14 feet to a curve concave Northerly having a radius of 160.00 feet and a central angle of $48^{\circ}18'55''$; thence run Easterly along the arc of said curve 134.92 feet; thence run $S.03^{\circ}29'34''E.$ 416.08 feet to a point of curvature of a curve concave East and having a radius of 192.57 feet and a central angle of $52^{\circ}40'10''$ run Southerly along the arc of said curve 177.02 feet to the point of tangency; thence run $S.56^{\circ}09'44''E.$ 82.92 feet to the point curvature of curve concave Northeasterly having a radius of 324.10 feet and a central angle of $40^{\circ}49'30''$; run thence Easterly along said curve a distance of 230.93 feet; thence run $S.68^{\circ}40'28''E.$ 91.34 feet to the point of curvature of a curve concave Southwesterly having a radius of 92.02 and a central angle of $28^{\circ}14'20''$; thence run Southeasterly along said curve 45.35 feet; thence run $S.56^{\circ}27'30''W.$ 103.20 feet; thence $S.57^{\circ}43'39''W.$ 143.17 feet; thence $S.50^{\circ}03'52''W.$ 79.93 feet; thence $S.49^{\circ}57'24''W.$ 62.19 feet; thence $S.59^{\circ}01'10''W.$ 15.66 feet; thence $S.84^{\circ}16'17''W.$ 16.95 feet; thence $N.78^{\circ}07'33''W.$ 20.43 feet; thence $S.46^{\circ}58'49''W.$ 15.70 feet to the Point of Beginning.

AND LESS

DESCRIPTION: SILVESTRI PROPERTIES AT YOTHERS ROAD (PARCEL "G")

BEING A PORTION OF SECTIONS 25 & 26, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FROM THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF CAYMAN DRIVE SOUTH AS RECORDED IN O.R. BOOK 3527, PAGE 1913, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA WITH THE NORTHERLY RIGHT-OF-WAY LINE OF YOTHERS ROAD AS RECORDED IN O.R. 2658, PAGE 1319, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AS A POINT OF BEGINNING; RUN THENCE $N87^{\circ}09'16''E$ ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID YOTHERS ROAD A DISTANCE OF 383.60' TO AN INTERSECTION WITH THE EAST LINE OF SAID SECTION 26; RUN THENCE $N02^{\circ}58'42''W$ ALONG THE EAST LINE OF SAID SECTION 26 A DISTANCE OF 35.00 FEET; THENCE $N87^{\circ}05'40''E$ PARALLEL WITH THE SOUTH LINE OF SAID SECTION 25 A DISTANCE OF 430.00'; RUN THENCE $S02^{\circ}58'42''E$ PARALLEL WITH THE EAST LINE OF SAID SECTION 26 A DISTANCE OF 95.00 FEET TO AN INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF SAID YOTHERS ROAD; RUN THENCE $N87^{\circ}05'40''E$ ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID YOTHERS ROAD A DISTANCE OF 493.79 FEET TO THE MOST SOUTHWESTERLY CORNER OF, CITRUS RIDGE VILLAGE CONDOMINIUM, AS RECORDED IN CONDOMINIUM BOOK 4, PAGE 135 & 136, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, RUN THENCE ALONG THE BOUNDARY OF SAID CITRUS VILLAGE CONDOMINIUM THE FOLLOWING COURSES AND DISTANCES; A RADIAL BEARING OF $N16^{\circ}13'15''E$ A DISTANCE OF 74.54' TO A POINT ON THE ARC OF A CURVE CONCAVE NORTH EAST AND HAVING A RADIUS OF 641.43'; THENCE FROM A TANGENT BEARING OF $N73^{\circ}47'40''W$ RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $21^{\circ}40'38''$ A DISTANCE OF 242.68'; RUN THENCE ON A RADIAL BEARING OF $N38^{\circ}32'42''E$ A DISTANCE OF 111.04' TO A POINT ON

11/11/2005

EXHIBIT B

Real Property

Insert Map(s) and Legal Descriptions to show:

For example:

Easements or other interest in real property to be transferred to the City fee simple.

Prepared By CO-OP

Easements & Real Property Transferred to City.

Utility Easement -- DWG 49996016

Quit Claim Deed -- DWG 49996017

Utility Easement -- DWG 49996018 & 6019

Utility Access Easement -- DWG 49996022 & 40996020

Utility Easement --DWG 49996022 & 40996023

EXHIBIT C B

Real Property

Insert Map(s) and Legal Descriptions to show:

For example:

Easements or other interest in real property to be transferred to the City fee simple.

Prepared By CO-OP

Exhibit B – Easements & Real Property Transferred to City.

Utility Easement -- DWG 49996016

Quit Claim Deed -- DWG 49996017

Utility Easement -- DWG 49996018 & 6019

~~Utility Access Easement -- DWG 49996022 & 40996020~~

Utility Easement --DWG 49996022 & 40996023

UTILITY EASEMENT

THIS UTILITY EASEMENT, made this 25 day of October by _____
"GRANTORS" to the CITY OF APOPKA, Orange County, Florida, "GRANTEE".

WITNESSETH:

GRANTOR, in consideration of the sum of \$10.00 in hand paid by the GRANTEE, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, give and convey to the GRANTEE, its successors and assigns, a non-exclusive perpetual easement, for constructing and maintaining sanitary sewer mains, with full authority to enter upon, over, across or under the following described lands situated in Orange County, Florida, to wit:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION AND SKETCH

TO HAVE AND TO HOLD said easement unto GRANTEE, its successors and assigns, forever. GRANTOR covenants that GRANTOR is lawfully seized of title to said property with full power to sell and convey the same. GRANTEE has the right to construct, dig, excavate, remove vegetation, pavement, sidewalks and/or fences, alter and to install utility facilities on said property, and the GRANTOR, its successors and assigns, agree not to interfere with the normal operation or maintenance of any such utility facility or appurtenance. These covenants, terms and conditions shall attach to and run with the land, and are binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF, the GRANTOR has set its hand and seal on the day and year first above written.

Signed and sealed in the presence of:

Witnesses:

Karen F. McMICAN
Print Name: KAREN McMICAN

Theresa Hastings
Print Name: Theresa Hastings

Grantor:

John G Hunter
Print Name: JOHN G HUNTER
Address: ZELLWOOD COOP
2126 Spillman Dr
Zellwood 71 32798

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this Oct. 26, 2005

by John G Hunter, who is personally known to me
(Name of person acknowledging)

GRANTOR, in consideration of the sum of \$10.00 in hand paid by the GRANTEE, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, give and convey to the GRANTEE, its successors and assigns, a non-exclusive perpetual easement, for constructing and maintaining sanitary sewer mains, with full authority to enter upon, over, across or under the following described lands situated in Orange County, Florida, to wit:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION AND SKETCH

TO HAVE AND TO HOLD said easement unto GRANTEE, its successors and assigns, forever. GRANTOR covenants that GRANTOR is lawfully seized of title to said property with full power to sell and convey the same. GRANTEE has the right to construct, dig, excavate, remove vegetation, pavement, sidewalks and/or fences, alter and to install utility facilities on said property, and the GRANTOR, its successors and assigns, agree not to interfere with the normal operation or maintenance of any such utility facility or appurtenance. These covenants, terms and conditions shall attach to and run with the land, and are binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF, the GRANTOR has set its hand and seal on the day and year first above written.

Signed and sealed in the presence of:

Witnesses:

Karen F. McMican
Print Name: KAREN McMICAN

Theresa Hastings
Print Name: Theresa Hastings

Grantor:

John G Hunter
Print Name: JOHN G HUNTER
Address: ZELWOOD COOP
2126 Spillman Dr
Zellwood 71 32798

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this Oct. 26, 2005
(Date)

by John G Hunter, who is personally known to me
(Name of person acknowledging)

or who has produced Florida Drivers License as identification and
(Type of identification)

and who did (did not) take an oath.

Carol D Fouse
(Signature)
Carol D Fouse
(Name of Notary typed, printed or stamped)

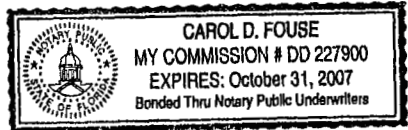


EXHIBIT "A"

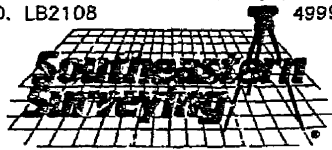
DESCRIPTION:

The East 30 feet of the West 3/4 of Section 25, Township 20 South, Range 27 East, Orange County Florida, less the North 30 feet for right of way for Ponkan Road and the South 30 feet for right of way for Yothers Road being more particularly described as follows:

Commencing at the Southeast corner of the West 3/4 of said Section; thence N 00°11'31" W, a distance of 30.00 feet along the East line of the West 3/4 of said Section to a point on the Northerly right of way line of Yothers Road also being the POINT OF BEGINNING; thence S 89°25'53" W, a distance of 30.00 feet along said right of way line to a point on a line being 30 feet West of and parallel with said East line; thence N 00°11'31" W, a distance of 2,640.59 feet along said parallel line to the East-West center line of said Section; thence continue along said parallel line N 00°11'23" W, a distance of 539.51 feet to a point on a line being perpendicular to aforesaid parallel line; thence S 89°48'37" W a distance of 30.00 feet along said perpendicular line to a point on a line being 60 feet West and parallel with aforesaid East line; thence N 00°11'23" W, a distance of 50.00 feet along said parallel line to point on a line being perpendicular to aforesaid East line; thence N 89°48'37" E a distance of 30.00 feet along said perpendicular line to aforesaid parallel line; thence N 00°11'23" E a distance of 2053.46 feet along said parallel line to the Southerly right of way line of Ponkan Road; thence S 89°49'16" E, a distance of 30.00 feet along said Southerly right of way line to said East line; thence S 00°11'23" E a distance of 2,642.59 feet along said East line to the East-West center line of said Section; thence continue along said East line S 00°11'31" E, a distance of 2,640.58 feet to the POINT OF BEGINNING.
Containing 3.67 acres, more or less.

SURVEYORS NOTES:

1. Bearings shown hereon are based on the South line of Section 25, Township 20 South, Range 27 East being S 89°25'53" W
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Minimum Technical Standards for Land Surveying CH. 61G17-6 requirements.

<p>LEGAL DESCRIPTION</p> <p>FOR</p> <p>City of Apopka</p>	Date: 15 MAY 2005		<p>CERT. NO. LB2108 49996016.dwg</p>  <p>SOUTHEASTERN SURVEYING & MAPPING CORP. 6500 All American Boulevard Orlando, Florida 32810-4350 (407)292-8580 fax(407)292-0141 email info@southeasternsurveying.com</p> <p><i>Gary B. Krick</i> GARY B. KRICK REGISTERED LAND SURVEYOR NO. 4245</p>
	Job No.: 49996	Scale: NTS	
	REV. 30 JUL 05 AIR		
	CH. 61G17-6, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.		
SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH			

SKETCH OF DESCRIPTION

NORTH LINE OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST

N88°20'39"E
2645.79'

S89°49'16"E
2698.62'

SOUTHERLY RIGHT OF WAY LINE FOR PONKAN ROAD

PONKAN ROAD
30' 1/2 RIGHT OF WAY

LINE TABLE		
LINE	LENGTH	BEARING
L1	30.00	N00°11'31"W
L2	30.00	S89°25'53"W
L3	2640.59	N00°11'31"W
L4	539.51	N00°11'23"W
L5	30.00	S89°48'37"W
L6	50.00	N00°11'23"W
L7	30.00	N89°48'37"E
L8	2053.46	N00°11'23"W
L9	30.00	S89°49'16"E
L10	2642.59	S00°11'23"E
L11	2640.58	S00°11'31"E

S00°06'08"W
2655.74'

EAST LINE OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST

S00°06'20"W
2670.07'

EAST-WEST CENTER LINE OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST

30.00'

EAST LINE OF WEST 3/4 OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST

NORTHERLY RIGHT OF WAY LINE FOR YOTHERS ROAD

POINT OF BEGINNING
POINT OF COMMENCEMENT
SOUTHEAST CORNER OF THE WEST 3/4 OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST

SOUTH LINE OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST

N89°27'01"E
2659.57'

N89°25'53"E
2643.85'

YOTHERS ROAD
30' 1/2 RIGHT OF WAY



REV. Revised Easement 30 Jul 05 AIR
Drawing No. 49996016
Job No. 49996
Date: 15 May 2005
SHEET 2 OF 2
See Sheet 1 for Description

NOT TO SCALE



SOUTHEASTERN SURVEYING & MAPPING CORP.
6500 All American Boulevard
Orlando, Florida 32810-4350
(407)292-8580 fax(407)292-0141
Cert. No. LB-2108
email: info@southeasternsurveying.com



Excel Engineering
 ENVIRONMENTAL &
 CIVIL ENGINEERS
 122 WILSHIRE BOULEVARD
 CASSELBERRY, FL 32767
 TEL: (407) 260-2292 FAX: (407) 260-1193
 CERTIFICATE OF AUTHORIZATION NO. 6305

ZELLWOOD STATION MHP
 PROGRESS ENERGY
 EASEMENT WORK

LOCATION MAP
 &
 AERIAL PHOTO

PROJ/NUM ZELO2033	SCALE 1"=2,000'	DRAWN BY LRP	CHECKED BY JRC	DATE 11-04-05	SHEET 1 OF 1
----------------------	--------------------	-----------------	-------------------	------------------	-----------------

UTILITY EASEMENT

THIS UTILITY EASEMENT, made this _____ day of _____ by _____
"GRANTORS" to the CITY OF APOPKA, Orange County, Florida, "GRANTEE".

WITNESSETH:

GRANTOR, in consideration of the sum of \$10.00 in hand paid by the GRANTEE, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, give and convey to the GRANTEE, its successors and assigns, a non-exclusive perpetual easement, for constructing and maintaining water mains, with full authority to enter upon, over, across or under the following described lands situated in Orange County, Florida, to wit:

SEE ATTACHED SCHEDULE "A" FOR LEGAL DESCRIPTION AND SKETCH

TO HAVE AND TO HOLD said easement unto GRANTEE, its successors and assigns, forever. GRANTOR covenants that GRANTOR is lawfully seized of title to said property with full power to sell and convey the same. GRANTEE has the right to construct, dig, excavate, remove vegetation, pavement, sidewalks and/or fences, alter and to install utility facilities on said property, and the GRANTOR, its successors and assigns, agree not to interfere with the normal operation or maintenance of any such utility facility or appurtenance. These covenants, terms and conditions shall attach to and run with the land, and are binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF, the GRANTOR has set its hand and seal on the day and year first above written.

Signed and sealed in the presence of:

Witnesses:

Grantor:

Print Name: _____

Print Name: _____

Address: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____

(Date)

by _____, who is personally known to me

(Name of person acknowledging)

SCHEDULE "A"

PURPOSE : UTILITY EASEMENT

Description :

A portion of Section 26, Township 20 South, Range 27 East, Orange County, Florida, being more particularly described as follows :


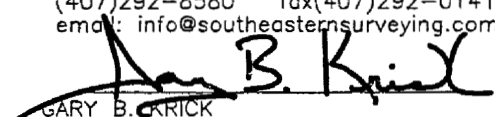
Commence at the Southeast corner of said Section 26; thence N 02°58'42" W along the East line of said Section 26 a distance of 90.00 feet to a point on the North right of way line of Yothers Road as described in Official Records Book 2658, Page 1319, Public Records of Orange County, Florida; thence S 87°09'16" W along said North right of way line a distance of 433.76 feet to the Point of Beginning, said point being 10.00 feet East of, measured radially to the centerline of Cayman Drive South as shown on the plat of Oak Grove Village Condominium, as recorded in Condominium Book 4, Pages 106-107, Public Records of Orange County, Florida; thence continue S 87°09'16" W along said North right of way line a distance of 20.05 feet to a point that is 10.00 feet West of, measured radially to the centerline of said Cayman Drive South, said point also being on a non tangent curve, concave Easterly, having a central angle of 06°58'44" and a radius of 426.27 feet; thence Northeasterly along the arc of said curve a distance of 51.92 feet to a point (chord bearing and distance between said points being N 04°40'40" E 51.89 feet); thence S 81°49'58" E a distance of 20.00 feet to a point on a non tangent curve, concave Easterly, having a central angle of 06°46'48" and a radius of 406.27 feet; thence Southwesterly along the arc of said curve a distance of 48.08 feet to the Point of Beginning (chord bearing and distance between said points being S 04°46'38" W 48.05 feet).

Containing 1,000 square feet more or less.

SURVEYORS NOTES:

1. Bearings shown hereon are based on the East line of Section 26, Township 20 South, Range 27 East, Orange County, Florida, being N 02°58'42" W, assumed.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Minimum Technical Standards for Land Surveying CH. 61G17-6 requirements.
3. Not valid without the original signature and raised seal of a Florida licensed surveyor and mapper.

NOT VALID WITHOUT SHEET 2

DESCRIPTION FOR City of Apopka	Date: 08/26/2005 KR		CERT. NO. LB2108 49996018  SOUTHEASTERN SURVEYING & MAPPING CORP. 6500 All American Boulevard Orlando, Florida 32810-4350 (407)292-8580 fax(407)292-0141 email: info@southeasternsurveying.com  GARY B. KRICK REGISTERED LAND SURVEYOR NO. 4245
	Job No.: 49996	Scale: 1" = 50'	
	CH. 61G17-6, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.		
SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH			

SKETCH OF DESCRIPTION
UTILITY EASEMENT

OAK GROVE VILLAGE CONDOMINIUM
CONDOMINIUM BOOK 4, PAGES 106-107,
PUBLIC RECORDS OF ORANGE COUNTY,
FLORIDA

LINE TABLE		
LINE	LENGTH	BEARING
L1	20.05'	S 87°09'16" W
L2	20.00'	S 81°49'58" E

CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING	DELTA
C1	51.92'	426.27'	25.99'	51.89'	N 04°40'40" E	06°58'44"
C2	48.08'	406.27'	24.07'	48.05'	S 04°46'38" W	06°46'48"

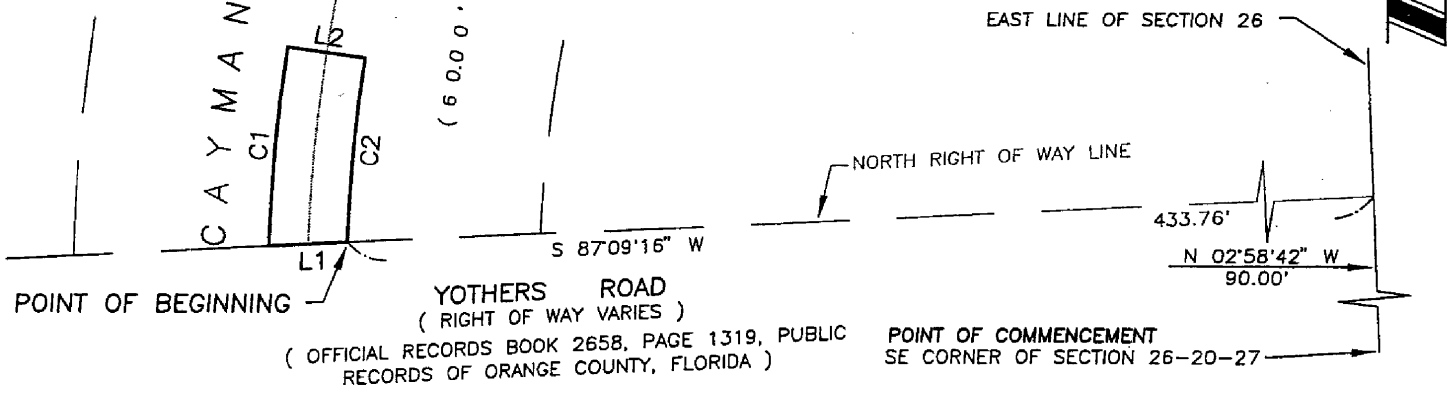
GREEN BELT

CAYMAN DRIVE SOUTH

CAYMAN CIRCLE

LEGEND :

- L1 = LINE NUMBER
- C1 = CURVE NUMBER
- ⊕ = CENTERLINE



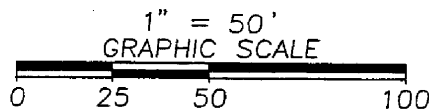
NOTES :

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL
OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NOT VALID WITHOUT SHEET 1.

Drawing No. 49996019
Job No. 49996
Date: 08/26/2005
SHEET 2 OF 2
See Sheet 1 for Description

THIS IS NOT A SURVEY



SOUTHEASTERN SURVEYING & MAPPING CORP.
6500 All American Boulevard
Orlando, Florida 32810-4350
(407)292-8580 fax(407)292-0141
Cert. No. LB-2108
email: info@southeasternsurveying.com

UTILITY EASEMENT

THIS UTILITY EASEMENT, made this _____ day of _____ by _____
"GRANTORS" to the CITY OF APOPKA, Orange County, Florida, "GRANTEE".

WITNESSETH:

GRANTOR, in consideration of the sum of \$10.00 in hand paid by the GRANTEE, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, give and convey to the GRANTEE, its successors and assigns, a non-exclusive perpetual easement, for constructing and maintaining sanitary sewer mains, with full authority to enter upon, over, across or under the following described lands situated in Orange County, Florida, to wit:

SEE ATTACHED SCHEDULE "A" FOR LEGAL DESCRIPTION AND SKETCH

TO HAVE AND TO HOLD said easement unto GRANTEE, its successors and assigns, forever. GRANTOR covenants that GRANTOR is lawfully seized of title to said property with full power to sell and convey the same. GRANTEE has the right to construct, dig, excavate, remove vegetation, pavement, sidewalks and/or fences, alter and to install utility facilities on said property, and the GRANTOR, its successors and assigns, agree not to interfere with the normal operation or maintenance of any such utility facility or appurtenance. These covenants, terms and conditions shall attach to and run with the land, and are binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF, the GRANTOR has set its hand and seal on the day and year first above written.

Signed and sealed in the presence of:

Witnesses:

John G. Hunter
Print Name: John G. Hunter

W.C. Browder
Print Name: W.C. Browder

Grantor:

Robert D. Thomson
Print Name: Robert D. Thomson
Address: 2126 Spillman Dr
Zellwood

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 4-14-04
(Date)

by Robert Thomson, who is personally known to me
(Name of person acknowledging)

SCHEDULE "A"

PURPOSE : UTILITY EASEMENT

Description :

A portion of Section 26, Township 20 South, Range 27 East, Orange County, Florida, being more particularly described as follows :


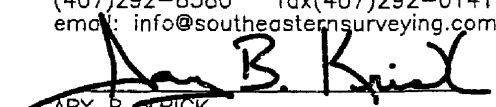
Commence at the Southeast corner of said Section 26; thence N 02°58'42" W along the East line of said Section 26 a distance of 90.00 feet to a point on the North right of way line of Yothers Road as described in Official Records Book 2658, Page 1319, Public Records of Orange County, Florida; thence S 87°09'16" W along said North right of way line a distance of 433.76 feet to the Point of Beginning, said point being 10.00 feet East of, measured radially to the centerline of Cayman Drive South as shown on the plat of Oak Grove Village Condominium, as recorded in Condominium Book 4, Pages 106-107, Public Records of Orange County, Florida; thence continue S 87°09'16" W along said North right of way line a distance of 20.05 feet to a point that is 10.00 feet West of, measured radially to the centerline of said Cayman Drive South, said point also being on a non tangent curve, concave Easterly, having a central angle of 06°58'44" and a radius of 426.27 feet; thence Northeasterly along the arc of said curve a distance of 51.92 feet to a point (chord bearing and distance between said points being N 04°40'40" E 51.89 feet); thence S 81°49'58" E a distance of 20.00 feet to a point on a non tangent curve, concave Easterly, having a central angle of 06°46'48" and a radius of 406.27 feet; thence Southwesterly along the arc of said curve a distance of 48.08 feet to the Point of Beginning (chord bearing and distance between said points being S 04°46'38" W 48.05 feet).

Containing 1,000 square feet more or less.

SURVEYORS NOTES:

1. Bearings shown hereon are based on the East line of Section 26, Township 20 South, Range 27 East, Orange County, Florida, being N 02°58'42" W, assumed.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Minimum Technical Standards for Land Surveying CH. 61G17-6 requirements.
3. Not valid without the original signature and raised seal of a Florida licensed surveyor and mapper.

NOT VALID WITHOUT SHEET 2

DESCRIPTION FOR City of Apopka	Date: 08/26/2005 KR		CERT. NO. LB2108 49996018  SOUTHEASTERN SURVEYING & MAPPING CORP. 6500 All American Boulevard Orlando, Florida 32810-4350 (407)292-8580 fax(407)292-0141 emd: info@southeasternsurveying.com  GARY B. KRICK REGISTERED LAND SURVEYOR NO. 4245
	Job No.: 49996	Scale: 1" = 50'	
	CH. 61G17-6, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.		
SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH			

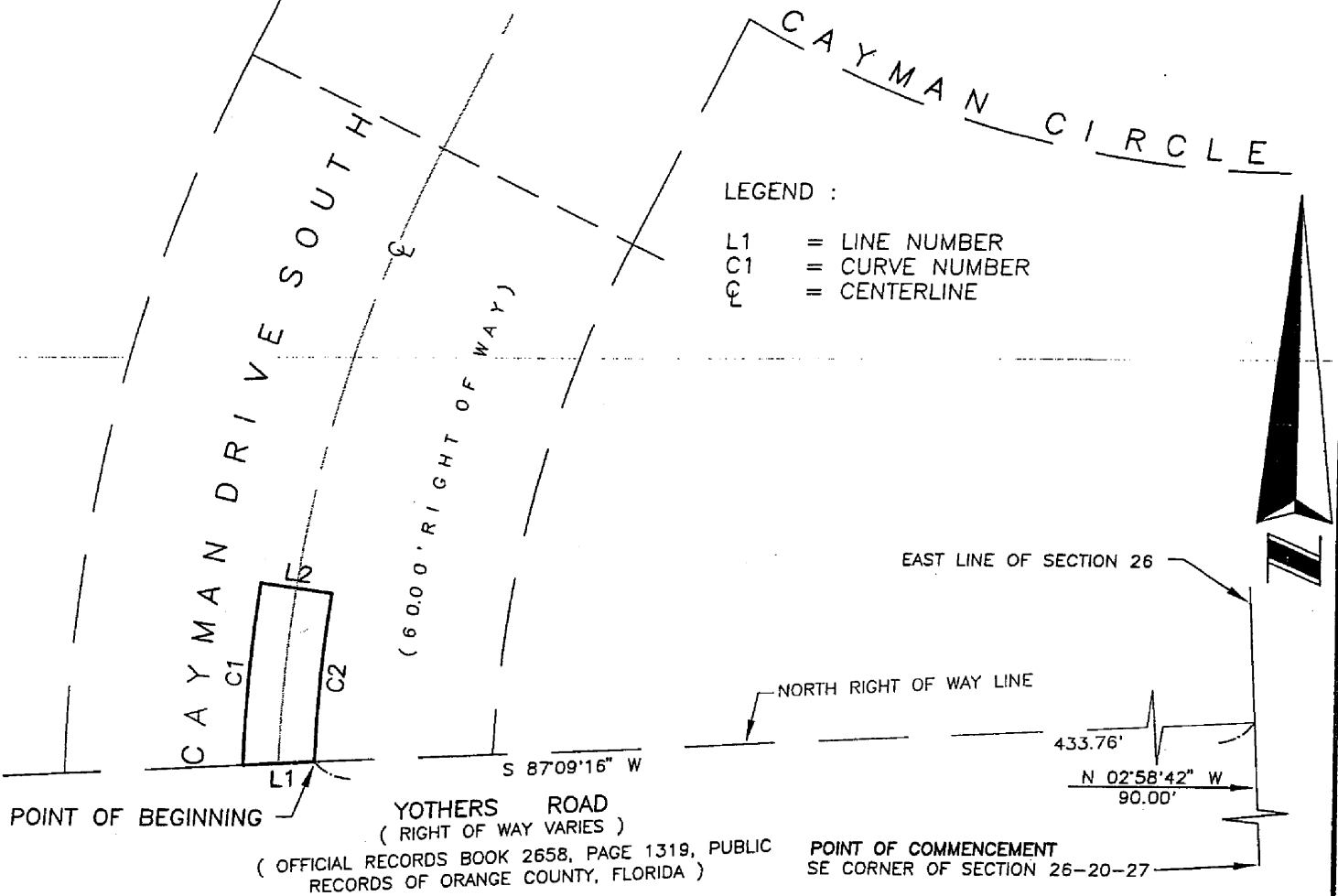
SKETCH OF DESCRIPTION
UTILITY EASEMENT

OAK GROVE VILLAGE CONDOMINIUM
CONDOMINIUM BOOK 4, PAGES 106-107,
PUBLIC RECORDS OF ORANGE COUNTY,
FLORIDA

LINE TABLE		
LINE	LENGTH	BEARING
L1	20.05'	S 87°09'16" W
L2	20.00'	S 81°49'58" E

CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING	DELTA
C1	51.92'	426.27'	25.99'	51.89'	N 04°40'40" E	06°58'44"
C2	48.08'	406.27'	24.07'	48.05'	S 04°46'38" W	06°46'48"

GREEN BELT



LEGEND :

- L1 = LINE NUMBER
- C1 = CURVE NUMBER
- ℄ = CENTERLINE

NOTES :

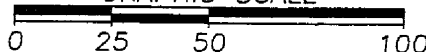
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL
OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NOT VALID WITHOUT SHEET 1.

Drawing No. 49996019
Job No. 49996
Date: 08/26/2005
SHEET 2 OF 2
See Sheet 1 for Description

THIS IS NOT A SURVEY

1" = 50'
GRAPHIC SCALE



SOUTHEASTERN SURVEYING & MAPPING CORP.
6500 All American Boulevard
Orlando, Florida 32810-4350
(407)292-8580 fax(407)292-0141
Cert. No. LB-2108
email:info@southeasternsurveying.com

UTILITY EASEMENT

THIS UTILITY EASEMENT, made this _____ day of _____ by _____
"GRANTORS" to the CITY OF APOPKA, Orange County, Florida, "GRANTEE".

WITNESSETH:

GRANTOR, in consideration of the sum of \$10.00 in hand paid by the GRANTEE, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, give and convey to the GRANTEE, its successors and assigns, a non-exclusive perpetual easement, for constructing and maintaining sanitary sewer mains, with full authority to enter upon, over, across or under the following described lands situated in Orange County, Florida, to wit:

SEE ATTACHED SCHEDULE "A" FOR LEGAL DESCRIPTION AND SKETCH

TO HAVE AND TO HOLD said easement unto GRANTEE, its successors and assigns, forever. GRANTOR covenants that GRANTOR is lawfully seized of title to said property with full power to sell and convey the same. GRANTEE has the right to construct, dig, excavate, remove vegetation, pavement, sidewalks and/or fences, alter and to install utility facilities on said property, and the GRANTOR, its successors and assigns, agree not to interfere with the normal operation or maintenance of any such utility facility or appurtenance. These covenants, terms and conditions shall attach to and run with the land, and are binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF, the GRANTOR has set its hand and seal on the day and year first above written.

Signed and sealed in the presence of:

Witnesses:

Print Name: _____

Print Name: _____

Grantor:

Print Name: _____

Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____
(Date)

by _____, who is personally known to me
(Name of person acknowledging)

SCHEDULE "A"

PURPOSE : 15.00' UTILITY EASEMENT

Description :

A portion of the NW 1/4 of Section 26, Township 20 South, Range 27 East, Orange County, Florida, being more particularly described as follows :

Commence at the Southeast corner of the NW 1/4 of said Section 26; thence N 00°11'23" W along the East line of said NW 1/4 a distance of 539.33 feet; thence S 89°48'37" W a distance of 110.00 feet; thence N 00°11'23" W along a line that is 110.00 feet West of and parallel to said East line a distance of 15.00 feet to the Point of Beginning; thence continue N 00°11'23" W along said parallel line a distance of 21.21 feet; thence N 45°11'23" W a distance of 35.00 feet; thence S 44°48'37" W a distance of 15.00 feet; thence S 45°11'23" E a distance of 50.00 feet to the Point of Beginning.


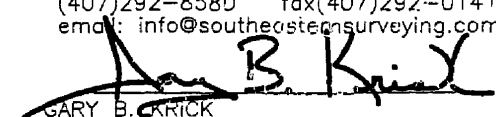
Containing 638 square feet more or less.

SURVEYORS NOTES:

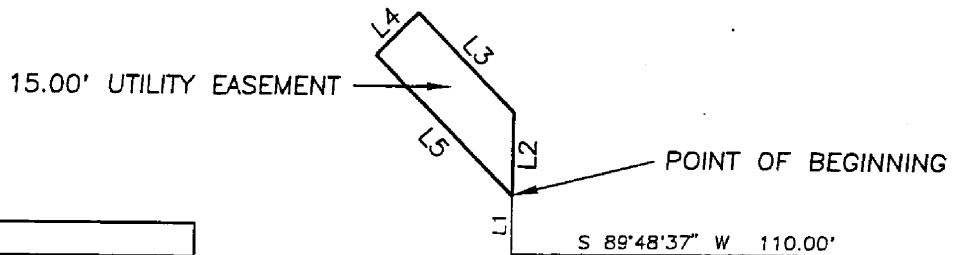
1. Bearings shown hereon are based on the East line of the NW 1/4 of Section 26, Township 20 South, Range 27 East, Orange County, Florida, being N 00°11'23" W, assumed.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Minimum Technical Standards for Land Surveying CH. 61G17-6 requirements.

Not valid without the original signature and raised seal of a Florida licensed surveyor and mapper.

NOT VALID WITHOUT SHEET 2

DESCRIPTION FOR City of Apopka	Date: 09/16/2005 KR		CERT. NO. LB2108 49996022  SOUTHEASTERN SURVEYING & MAPPING CORP. 6500 All American Boulevard Orlando, Florida 32810-4350 (407)292-8580 fax(407)292-0141 email: info@southeasternsurveying.com  GARY B. KRICK REGISTERED LAND SURVEYOR NO. 4245
	Job No.: 49996	Scale: 1"=50'	
	CH. 61G17-6, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.		
	REVISED : SEPTEMBER 6, 2005 SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH		

SKETCH OF DESCRIPTION
15.00' UTILITY EASEMENT



LINE TABLE		
LINE	LENGTH	BEARING
L1	15.00'	N 00°11'23" W
L2	21.21'	N 00°11'23" W
L3	35.00'	N 45°11'23" W
L4	15.00'	S 44°48'37" W
L5	50.00'	S 45°11'23" E

LEGEND :

L1 = LINE NUMBER

NOTES :

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

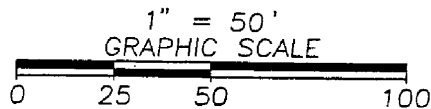
NOT VALID WITHOUT SHEET 1.



539.33'
 EAST LINE OF THE NW 1/4
 N 00°11'23" W

POINT OF COMMENCEMENT
 SE CORNER OF THE NW 1/4
 OF SECTION 26-20-27

THIS IS NOT A SURVEY



Drawing No. 49996023
 Job No. 49996
 Date: 09/16/2005
 SHEET 2 OF 2
 See Sheet 1 for Description

SOUTHEASTERN SURVEYING & MAPPING CORP.
 6500 All American Boulevard
 Orlando, Florida 32810-4350
 (407)292-8580 fax(407)292-0141
 Cert. No. LB-2108
 email:info@southeasternsurveying.com

UTILITY & ACCESS EASEMENT

THIS UTILITY EASEMENT, made this _____ day of _____ by _____
"GRANTORS" to the CITY OF APOPKA, Orange County, Florida, "GRANTEE".

WITNESSETH:

GRANTOR, in consideration of the sum of \$10.00 in hand paid by the GRANTEE, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, give and convey to the GRANTEE, its successors and assigns, a non-exclusive perpetual easement, for constructing and maintaining access road and water services, with full authority to enter upon, over, across or under the following described lands situated in Orange County, Florida, to wit:

SEE ATTACHED SCHEDULE "A" FOR LEGAL DESCRIPTION AND SKETCH

TO HAVE AND TO HOLD said easement unto GRANTEE, its successors and assigns, forever. GRANTOR covenants that GRANTOR is lawfully seized of title to said property with full power to sell and convey the same. GRANTEE has the right to construct, dig, excavate, remove vegetation, pavement, sidewalks and/or fences, alter and to construct pavement and utility facilities on said property, and the GRANTOR, its successors and assigns, agree not to interfere with the normal operation or maintenance of any such utility facility or appurtenance. These covenants, terms and conditions shall attach to and run with the land, and are binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF, the GRANTOR has set its hand and seal on the day and year first above written.

Signed and sealed in the presence of:

Witnesses:

Grantor:

Print Name: _____

Print Name: _____

Address: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____

(Date)

by _____, who is personally known to me
(Name of person acknowledging)

or who has produced

as identification and

SCHEDULE "A"

**PURPOSE : 15.00' ACCESS EASEMENT &
Utility Easement**

Description :

A portion of the NW 1/4 of Section 26, Township 20 South, Range 27 East, Orange County, Florida, being more particularly described as follows :

Commence at the Southeast corner of the NW 1/4 of said Section 26; thence N 00°11'23" W along the East line of said NW 1/4 a distance of 539.33 feet; thence S 89°48'37" W a distance of 84.74 feet to the Point of Beginning; thence continue S 89°48'37" W a distance of 18.66 feet; thence S 36°17'36" W a distance of 175.61 feet; thence S 48°12'54" W a distance of 118.77 feet to the point of curvature of a curve, concave Northwesterly, having a central angle of 16°17'30" and a radius of 92.50 feet; thence Southwesterly along the arc of said curve a distance of 26.30 feet to the point of tangency of said curve (chord bearing and distance between said points being S 56°21'39" W 26.21 feet); thence S 64°30'24" W a distance of 19.64 feet to a point on the Easterly right of way line of Putter Road, said point also being on a non tangent curve, concave Southwesterly, having a central angle of 01°15'35" and a radius of 682.26 feet; thence Southeasterly along the arc of said curve and along said right of way line a distance of 15.00 feet to a point (chord bearing and distance between said points being S 25°30'43" E 15.00 feet); thence leaving said right of way line N 64°30'24" E a distance of 19.64 feet to the point of curvature of a curve, concave Southeasterly, having a central angle of 16°17'30" and a radius of 107.50 feet; thence Northeasterly along the arc of said curve a distance of 30.57 feet to the point of tangency of said curve (chord bearing and distance between said points being N 56°21'39" E 30.46 feet); thence N 48°12'54" E a distance of 120.33 feet; thence N 36°17'36" E a distance of 188.27 feet to the Point of Beginning.


Containing 5,243 square feet more or less.

SURVEYORS NOTES:

1. Bearings shown hereon are based on the East line of the NW 1/4 of Section 26, Township 20 South, Range 27 East, Orange County, Florida, being N 00°11'23" W, assumed.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Minimum Technical Standards for Land Surveying CH. 61G17-6 requirements.

Not valid without the original signature and raised seal of a Florida licensed surveyor and mapper.

NOT VALID WITHOUT SHEET 2

DESCRIPTION FOR City of Apopka	Date: 08/26/2005 KR		CERT. NO. LB2108 49996019 
	Job No.: 49996	Scale: 1"=50'	
	CH. 61G17-6, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.		SOUTHEASTERN SURVEYING & MAPPING CORP. 6500 All American Boulevard Orlando, Florida 32810-4350 (407)292-8580 fax(407)292-0141 email: info@southeasternsurveying.com
	REVISED : SEPTEMBER 6, 2005 SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH		

SKETCH OF DESCRIPTION
15.00' ACCESS EASEMENT...

CURVE TABLE

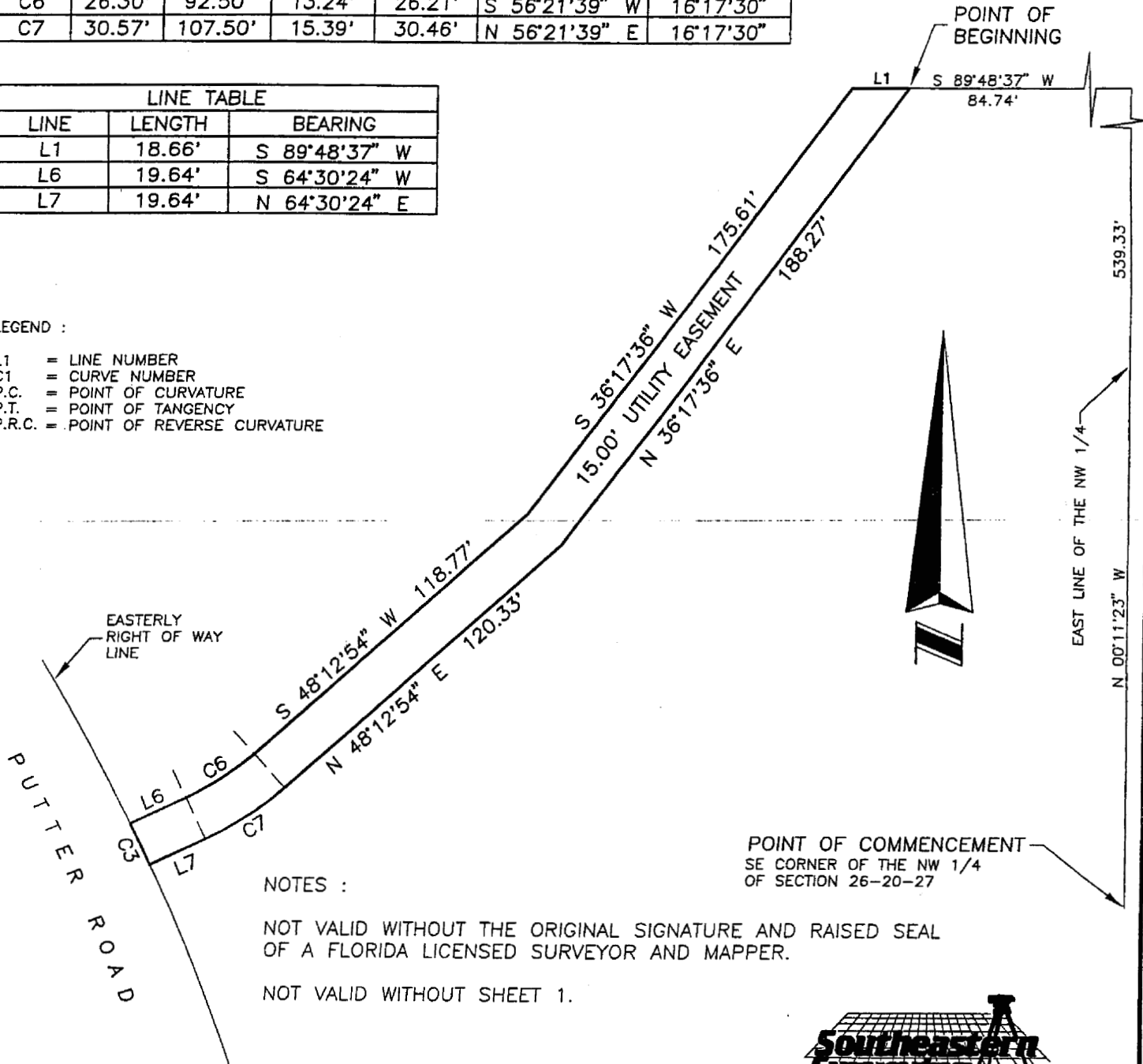
CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING	DELTA
C3	15.00'	682.26'	7.50'	15.00'	S 25°30'43" E	1°15'35"
C6	26.30'	92.50'	13.24'	26.21'	S 56°21'39" W	16°17'30"
C7	30.57'	107.50'	15.39'	30.46'	N 56°21'39" E	16°17'30"

LINE TABLE

LINE	LENGTH	BEARING
L1	18.66'	S 89°48'37" W
L6	19.64'	S 64°30'24" W
L7	19.64'	N 64°30'24" E

LEGEND :

- L1 = LINE NUMBER
- C1 = CURVE NUMBER
- P.C. = POINT OF CURVATURE
- P.T. = POINT OF TANGENCY
- P.R.C. = POINT OF REVERSE CURVATURE



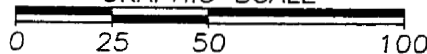
NOTES :

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL
 OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NOT VALID WITHOUT SHEET 1.

THIS IS NOT A SURVEY

1" = 50'
 GRAPHIC SCALE



SOUTHEASTERN SURVEYING & MAPPING CORP.
 6500 All American Boulevard
 Orlando, Florida 32810-4350
 (407)292-8580 fax(407)292-0141
 Cert. No. LB-2108
 email:info@southeasternsurveying.com

Return to: (enclose self-addressed stamped envelope)

Name:
Address:

This Instrument Prepared by:
Name:
Address:

Property Appraisers Parcel Identification
Folio Number(s):
Orantec(s) S.S. # (s)

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

This Quit Claim Deed, Executed the _____ day of _____, 19____, by

first party, to _____,
whose post office address is _____,
second party.

(Wherever used herein the terms "first party" and "second party" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the first party, for and in consideration of the sum of \$ 10.00,
in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release,
and quit claim unto the second party forever, all the right, title, interest, claim and demand which the said first
party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of
Orange, State of Florida, to-wit:

See attached Exhibit "A" for legal description and sketch.

To Have and to Hold The same together with all and singular the appurtenances thereunto belonging
or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said
first party, either in law or equity to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof, the said first party has signed and sealed these presents the day and year first
above written.

Signed, sealed and delivered in the presence of:

Witness Signature (as to first Grantor)

Printed Name

Witness Signature (as to first Grantor)

Printed Name


Witness Signature (as to Co-Grantor, if any)

Printed Name

Grantor Signature 

Printed Name

Post Office Address

Co-Grantor Signature, (if any) 

Printed Name

EXHIBIT "A"


DESCRIPTION:

A portion of the West 3/4 of Section 25, Township 20 South, Range 27 East, Orange County Florida, being more particularly described as follows;

Commencing at the Southeast corner of the West 3/4 of said Section; thence N 00°11'31" W, a distance of 2670.58 feet along the East line of the West 3/4 of said Section to the East-West center line of said Section; thence continuing along said East line N 00°11'23" W, a distance of 539.32 feet to a point on a line being perpendicular to aforesaid East line; thence S 89°48'37" W, a distance of 60.00 feet along said perpendicular line to the POINT OF BEGINNING; thence continue westerly along said line, a distance of 50.00 feet to a point on a line being 110 feet West of and parallel to aforesaid East line; thence N 00°11'23" W, a distance of 50.00 feet along said parallel line to a point on a line being perpendicular to aforesaid East line; thence N 89°48'37" E, a distance of 50.00 feet along said perpendicular line to a point on a line 60 feet West of and parallel to aforesaid East line; thence S 00°11'23" E, a distance of 50.00 feet along said parallel line to the POINT OF BEGINNING. Containing 0.0574 acres, more or less.

SURVEYORS NOTES:

1. Bearings shown hereon are based on the South line of Section 25, Township 20 South, Range 27 East being S 89°25'53" W
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Minimum Technical Standards for Land Surveying CH. 61G17-6 requirements.

<p>LEGAL DESCRIPTION</p> <p>FOR</p> <p>City of Apopka</p>	<p>Date: 15 MAY 2005</p>		<p>CERT. NO. LB2108 49996017.dwg</p>  <p>SOUTHEASTERN SURVEYING & MAPPING CORP. 6500 All American Boulevard Orlando, Florida 32810-4350 (407)292-8580 fax(407)292-0141 email info@southeasternsurveying.com</p> <p><i>Gary B. Krick</i> GARY B. KRICK REGISTERED LAND SURVEYOR NO. 4245</p>
	<p>Job No.: 49996</p>	<p>Scale: NTS</p>	
	<p>REV. 30 JUL 05 AIR</p> <p>CH. 61G17-6, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.</p>		
<p>SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH</p>			

SKETCH OF DESCRIPTION

NORTH LINE OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST

N88°20'39"E
2645.79'

S89°49'16"E
2698.62'

PONKAN ROAD
30' 1/2 RIGHT OF WAY

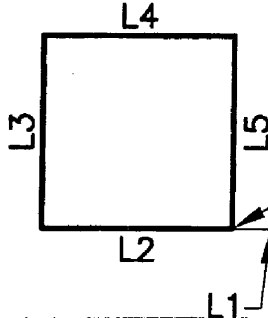
SOUTHERLY RIGHT OF WAY LINE FOR PONKAN ROAD

LINE TABLE

LINE	LENGTH	BEARING
L1	60.00	S89°48'37"W
L2	50.00	S89°48'37"W
L3	50.00	N00°11'23"W
L4	50.00	N89°48'37"E
L5	50.00	S00°11'23"E

N00°15'37"W
2638.08'

S00°06'08"W
2655.74'



POINT OF BEGINNING

N00°11'23"W
539.32'

EAST LINE OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST

EAST-WEST CENTER LINE OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST

EAST LINE OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST

EAST LINE OF WEST 3/4 OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST

NORTHERLY RIGHT OF WAY LINE FOR YOTHERS ROAD

N00°23'47"W
2671.54'

N00°11'31"W 2670.58'

S00°06'20"W
2670.07'

SOUTH LINE OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST

POINT OF COMMENCEMENT
SOUTHEAST CORNER OF THE WEST 3/4 OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST

N89°27'01"E
2659.57'

N89°25'53"E
2643.85'

YOTHERS ROAD
30' 1/2 RIGHT OF WAY



NOT TO SCALE

11/11/2005

EXHIBIT C

Governmental Requirements and Permits

For example, insert list here to include, (if applicable):

- a. CUP Permit

Prepared by CO-OP

11/11/2005

EXHIBIT D

Non-Connected Parcels with Pre-paid Capital Charges

Map showing lots and legal description of the lots. Table showing number of ERUs and ERCs credits of each lot.

This consists of about 190 developed and platted lots, without mobile homes.

For example:

1. Lot number / Description -See service Area Exhibit A, Sheet #2
2. Service connection size - Portable Water 3/4" Wastewater 3"
3. Capacity allocated -101 ERC X .67 ERU = 67.67 ERU - Water and Sanitary Service
4. Date assigned - Same Agreement Date
5. Status - Vacant Lots

6. Estimated date of connection- 2006 – 2009
7. Others. . .

To be prepared by CO-OP

11/11/2005

EXHIBIT E

Wholesale Agreements

The following executed wholesale agreements:

1. City of Apopka / Zellwood Station Co-Op, Inc. Agreement for the Delivery and Use of Reclaimed Water; and
 2. City of Apopka / Zellwood Station Co-Op, Inc. Wholesale Potable Water and Wastewater Agreement.
-

EXHIBIT F

REAL ESTATE TITLE CONVEYANCE STANDARDS

Easements and Other Rights.

All rights, privileges, easements, licenses, prescriptive rights, rights-of-ways, and rights to use public and private roads, highways, streets, and other areas owned and/or used by the CO-OP in connection with the Acquired Assets (collectively referred to as the "Easements"). The Easements are more particularly described in **Exhibit B** hereof, provided that, such easements located or shown in recorded plats and rights to locate lines in dedicated public rights-of-way are not included in this Exhibit but any interest of CO-OP in said Easements are nevertheless being conveyed to the CITY.

For areas or Easements critical to the Acquired Assets where title is not marketable, if any, CO-OP agrees to provide good and marketable title or render the title good and marketable prior to closing pursuant to this Exhibit.

CO-OP will prepare all necessary easement documents to close this Transaction. The CO-OP is responsible for all recording fees.

CO-OP shall provide Easements to CITY in recordable form necessary to serve all customer within the boundaries of the CO-OP service area shown on **Exhibit A**. As a condition that survives the closing, Easements required by CITY to interconnect the Utility Systems to CITY water and wastewater system facilities located outside of the CO-OP service area, shall be granted by CO-OP in a form acceptable to CITY.

CO-OP acknowledges that CO-OP is obligated to provide Easements in order to provide for interconnection with the systems of the CITY as water, wastewater and reclaimed water provider, including location of sufficient size to install and maintain pipes, valves, meters, lift stations and other facilities. The Easement area shall be of a size determined as necessary and appropriate in the sole and exclusive discretion of the CITY.

As to Easement interests conveyed in this Agreement, CO-OP shall cause to be issued, at the expense of the CO-OP, a title commitment for an owner's ALTA Form B Marketability Policy in favor of the CITY in the amount of the purchase price from a title insurance company licensed in Florida and reasonably acceptable to the CITY. The CO-OP shall convey a marketable title subject only to the title exceptions set forth below.

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Exceptions to Title. The Commitment shall show the CO-OP to be vested with fee simple title to the Property shown on **Exhibit A**, and vested with valid Easement interests for the Easements described on **Exhibit A**, subject to the following (the "Permitted Exceptions"):

- a. Ad valorem real estate taxes and assessments for the year 2004 and subsequent years; and
- b. Easements for utilities and drainage set out in such recorded plats of subdivisions; provided, however, that none of the restrictions or easements set out in such recorded plats of subdivisions shall prevent, hinder or restrict the present use of the Property; and
- c. Restrictions of record (except liens, encumbrances, or mortgages) that do not impair, restrict, or inhibit the present use of or improvement to the property as permitted by applicable zoning and land use regulations presently in effect and that are not coupled with a forfeiture or reversionary provision; and
- d. ~~All local, state and federal laws, ordinances, and governmental regulations, including, but not limited to, all applicable building, zoning, land use and environmental ordinances, regulations, restrictions, prohibitions and other requirements, none of which will prevent or hinder the present use of the Property and Easements.~~

Good and Marketable Title. Subject to the Permitted Exceptions, the CO-OP has good and marketable title to the interests in real property conveyed to CITY. Notwithstanding anything contained herein to the contrary, should any of the Easements located outside of dedicated easements or public rights of way not be held and deliverable by CO-OP subject to the permitted exceptions requirements as set forth in Section 5.1 hereof, CO-OP shall fulfill its obligations as set forth in this paragraph. CO-OP shall furnish marketable title to the easements. For any area that contains infrastructure or facilities that are associated with the operation of the Utility Systems and where the title to the foregoing Easements is not marketable, then before Closing, CO-OP agrees to take whatever action necessary, at CO-OP's expense, to render the title to any such area containing Utility Systems marketable, including perfecting title in the CITY by eminent domain and CITY agrees to cooperate and assist CO-OP including using CITY's power of eminent domain, all at the sole cost of CO-OP. The CO-OP shall transfer, convey and assign to the CITY at closing an enforceable easement interest for each of the Easements so that the present use of the easement parcels may be continued by the CITY for the services to be provided to the Acquired Assets. Any Easements conveyed to the CITY shall not be subordinate to any superior interests, which could result in the CITY losing the right to use the easement parcel for utility purposes. Any such superior interests shall be deemed a title defect

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under Section 5.2 hereof and shall be cured by CO-OP. At Closing, the CO-OP shall assign to the CITY all of its easement interests in the Property. Following the Closing (should it occur), should any person claiming an interest in properties where easements or any portion of the plants or other facilities that comprise the Utility Systems are located assert a right or bring a legal action that dispossesses the CITY from use of the facilities conveyed to CITY hereunder in the manner contemplated by this Agreement, then, upon notice thereof from CITY, CO-OP will commence and thereafter diligently pursue whatever action is appropriate or necessary, at CO-OP's expense, to obtain for the CITY the use and enjoyment of such easements and facilities as provided for in this Agreement. Any such fee simple or easement deficiencies shall be corrected by CO-OP to the satisfaction of the CITY. In the event that the CO-OP fails to timely cure or correct the title deficiencies, the CITY may do so and CO-OP shall indemnify the CITY for all costs reasonably required to cure or correct such title deficiencies.

No Liens or Encumbrances. Except as otherwise specifically set forth in this Agreement or as may be released prior to the Closing Date, there are no mortgages, liens, claims or encumbrances of any type or nature upon or against the interests in real property, including, but not limited to, mortgages, financing statements, or security instruments filed under the Uniform Commercial Code either in the County where the Property is located or with the Secretary of State. CO-OP is in exclusive ownership, possession, and control of the Utility Systems except for non-exclusive easements, and CO-OP at Closing shall deliver possession and control of the Acquired Assets to the CITY.

Status of Title. The CITY shall have fourteen (14) days from receipt of the Title Commitment within which to examine same. If the CITY finds title, as shown on the Commitment, to be defective (i.e., matters which render title unmarketable in accordance with the title standards adopted by the Florida Bar and are not Permitted Exceptions), the CITY shall, within five (5) days thereafter, notify the CO-OP in writing specifying the defect(s), provided that if the CITY fails to give the CO-OP written notice of defect(s) on or before said nineteen (19) day period, the defects shown in the Commitment shall, anything in this Agreement notwithstanding, be deemed to be waived as title objections to closing this transaction, and the CO-OP shall be under no obligation whatsoever to take any corrective action with respect to same nor to warrant title to same in its statutory warranty deed of conveyance. If the CITY has given the CO-OP timely written notice of defect(s) and the defect(s) render the title other than as required by this Agreement, the CO-OP shall use its reasonable efforts to cause such defects to be cured by the Closing Date, which may be extended by CO-OP for a period of up to one hundred eighty (180) days to cure any such defects. In the event that defects are timely raised and the CO-OP, after exercising all reasonable efforts, cannot clear same prior to the Closing Date, then, in that event, the CITY shall have the right to purchase the Property and Easements in its then existing condition of title, or to rescind and terminate this Agreement without liability by either party to the other. Notice of such election shall be given by the CITY to the CO-OP, in writing, as contemplated in this Agreement, within the time herein prescribed.

Deletion of Standard Exceptions. CO-OP will execute at or prior to Closing, in favor of the title insurance company, the standard form mechanic's lien affidavit and "Gap" affidavit to allow

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the title company to delete all standard exceptions addressed by such affidavits. Prior to Closing, the surveys shall be updated as reasonably requested by the Title Company or CITY so that the survey exception may be deleted.

04/14/2006

**CITY OF APOPKA/ZELLWOOD STATION CO-OP, INC.
WHOLESALE POTABLE WATER AND WASTEWATER AGREEMENT**

CITY OF APOPKA/ZELLWOOD STATION CO-OP, INC., WHOLESALE POTABLE WATER AND WASTEWATER AGREEMENT (hereinafter called the Agreement) is made and entered into on the 14 day of April, 2006, by and between **THE CITY OF APOPKA**, a Florida municipal corporation, (hereinafter referred to as "**CITY**"), and **ZELLWOOD STATION CO-OP, INC.**, a corporation not for profit, organized as a water co-op under the laws of the State of Florida (hereinafter referred to as "**CO-OP**"), and this Agreement is based on the following premises.

WHEREAS, the CITY has purchased from the CO-OP, pursuant to a separate, independent Water, Wastewater and Reclaimed Water Service Area Agreement, the exclusive right to provide wholesale water and wastewater services; and

WHEREAS, the CO-OP owns the Water Distribution System and the Wastewater Collection System and will continue to provide retail water and wastewater service including billing and customer service in the area defined as the CO-OP Service Area depicted on **Exhibit A** of this Agreement; and

WHEREAS, following connection by the CO-OP to the CITY, the CO-OP will become a wholesale potable water and wholesale wastewater customer of the CITY; and

WHEREAS, this Agreement is being negotiated to provide the parties certainty with regard to availability of water and wastewater services on a wholesale basis to the CO-OP from the CITY and the certainty of a wholesale customer for the CITY pursuant to the terms of this Agreement; and

WHEREAS, for the term of this Agreement, CITY shall be the exclusive provider of potable water and wastewater treatment to the CO-OP, and CITY and CO-OP agree that this provision constitutes a part of the consideration from CO-OP to CITY under the separate Water, Wastewater and Reclaimed Water Service Area Agreement.

WHEREAS, this Agreement will be contingent upon the execution of the City of Apopka/Orange County Water and Wastewater Systems Asset Purchase and Sale Agreement (hereinafter the "Purchase Agreement") and execution of the City of Apopka/Zellwood Station Co-Op Water, Wastewater and Reclaimed Water Service Area Agreement (hereinafter the "Service Agreement").

NOW, THEREFORE, be it agreed by and between the parties as follows:

03/13/2006

1. Recitals True and Correct. Each of the foregoing recitals are acknowledged to be true and correct representations of the facts that support this Agreement.

2. Purpose of the Agreement. The purpose of this Agreement is to memorialize certain terms and conditions under which the CO-OP and the CITY will:

(a) Specify the relationship between the CO-OP and the CITY whereby CO-OP agrees that CITY, for the term of this Agreement, will be the exclusive wholesale provider of potable water and wastewater treatment services to CO-OP for its customers in the Service Area depicted on **Exhibit A** attached hereto and by this reference made a part hereof; and

(b) Identify the Connection Points and delineation of responsibilities between the CITY's facilities and the CO-OP's systems; and

(c) Identify and establish the initial wholesale rates for Wholesale Potable Water Service and Wholesale Wastewater Service from the CITY to the CO-OP.

3. Definitions. The following definitions shall have the meanings ascribed hereto for the purposes of this Agreement. The relevant definitions are listed in alphabetical order as follows:

(a) *Annual Average Daily Flow* shall mean for potable water flow, the number derived by dividing the total potable water use during the year by 365 days; and for wastewater flow, shall be the number derived by dividing the total wastewater flow during the year by 365 days.

(b) *Connection Point* shall mean a mutually agreed point where the CO-OP's Water Distribution System meets the CITY's Water Facilities or a mutually agreed point where the CO-OP's Wastewater Collection System meets the CITY's Wastewater Facilities. Also, a Connection Point constitutes the boundary location where the maintenance and ownership rights are divided between the CO-OP and the CITY.

(c) *CO-OP's Service Area* shall mean the new certified retail service area for the CO-OP after deleting the undeveloped parcels. This area is described in the map and legal description presented in **Exhibit A**.

03/13/2006

(d) *CO-OP's Water Distribution System* shall mean all the water pipes, valves, customer meters and any other appurtenances, owned and maintained by the CO-OP, required for the delivery of potable water from the Connection Point to the CO-OP's retail customers.

(e) *CO-OP's Wastewater Collection System* shall mean all the wastewater gravity pipes, manholes, forcemains, valves, pump stations, and any other structures and appurtenances, owned and maintained by the CO-OP, required to transport wastewater from the CO-OP's retail customers property lines to the Connection Point.

(f) *CITY's Capital Charges* shall mean the water Capital Charge established by the CITY and the wastewater Capital Charge established by the CITY.

(g) *CUP* shall mean the CITY's Consumptive Use Permit issued by the St. Johns River Water Management District.

(h) *ERU* shall mean Equivalent Residential Unit as defined in the CITY's Ordinances. One ERU is equal to a flow of 300 GPD Annual Average Daily Flow.

(i) *Fire Flow Condition* shall mean flow of 952 gallons per minute (GPM) at the Connection Point.

(j) *Master Meter Assembly* shall mean an above-ground water or wastewater device including piping, valves, meters and other appurtenances built for the purpose of measuring flow.

4. CO-OP Responsibilities.

(a) CO-OP shall be responsible for billing and providing all customer service, notifications and education services to the CO-OP's retail customers.

(b) CO-OP shall comply with all federal, state and local rules, regulations, statutes or directives of public health and environmental authorities with regard to the operation, maintenance and improvements to the CO-OP's Water Distribution System and to the CO-OP's Wastewater Collection System.

(c) The CITY shall install and pay all costs for Master Meter Assemblies and other interconnect devices including backflow preventers, at each water or wastewater Connection Point. All Master Meter Assemblies shall be located

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within either a CITY right-of-way or a utility easement dedicated by the CO-OP large enough for the maintenance and operation of the facilities. The backflow preventers shall be required for potable water only. Master Meter Assemblies shall have a master water meter or a master wastewater meter depending on the flow being measured. When required, the CO-OP shall dedicate any easement in recordable form acceptable to the CITY a sufficient area around said Master Meter Assemblies to allow the CITY to read, service, maintain and replace the Master Meter Assemblies.

(d) The CO-OP shall be responsible for the installation and maintenance of Water Distribution System and Wastewater Collection System located on the CO-OP side of the Connection Point that may be required to meet federal, state and local environmental and public health requirements assuring water quality, including, but not limited to, such devices as back-flow preventers necessary to avoid the potential for cross-connection and contamination of the potable water system.

(e) Master Meter Assemblies shall be the property of the CITY and shall not be disturbed or utilized by the CO-OP. Upon installation, the metering equipment shall be the property of the CITY, and the CITY shall be responsible for the operation, maintenance, and replacement of the meter. The CITY shall read the meter for billing purposes. The water and wastewater metering equipment shall meet the CITY's standards and be manufactured by one of the CITY's approved manufacturers for utilities materials. Flow meters shall have an accuracy of 1% when measuring flows between 5% and 100% of the rated maximum flow velocities of the meter. The water meter shall meet the latest standards of the American Water Works Association (AWWA) for compound fire service master meters or AWWA standard C703. The wastewater meter shall be magnetic flow meter type. The CO-OP may request an accuracy test by the CITY without charge once during any twelve (12) month period. Testing accuracy must meet the specifications of AWWA M-6 "Meter Selection, Installation, Testing and Maintenance." The CO-OP may witness the test. Additional testing may be requested by the CO-OP at the CITY's established cost for such tests. Copies of the test results will be provided to the CO-OP within thirty (30) days of the test. There will be no charge for tests that discover an inaccurate meter. If an inaccurate meter is found, as defined by the AWWA, bill adjustments will be made for one-half (1/2) of the preceding period since the last accuracy test, but in no case shall the preceding period exceed twelve (12) months.

5. Wholesale Potable Water Service.

(a) The CITY agrees to provide and transport to the Connection Point(s) bulk quantities of potable water that has been treated to meet federal and state standards. The CITY will provide an Annual Average Daily Flow of potable water not to exceed the annual allocation approved in CO-OP's secondary user CUP for use by the CO-OP within its service area for retail resale purposes. The CO-OP service area is

03/13/2006

depicted on **Exhibit A**. This flow will be allocated for 1,006 existing mobile homes, 190 future mobile homes, sales office, club house, maintenance barn, church and other connected customers as of April, 2003. The maximum flow to be provided by the CITY during one calendar year at the Connection Point(s) shall not exceed 560,000 GPD. The CITY will provide a minimum pressure of 58 PSI at the Connection Point. Under Fire Flow Conditions, the CITY will provide up to 450,000 GDP plus an additional 952 GPM with a minimum pressure of 35 PSI at the Connection Point.

(b) CITY shall have no operation or maintenance responsibility for the Water Distribution System On the CO-OP's side of the Connection Point(s). The parties acknowledge and agree that the CO-OP shall be responsible for the direct and adequate delivery of potable water from the water Connection Point(s) to its retail customer property lines. The CO-OP shall own, maintain, repair and improve the CO-OP Water Distribution System as needed to provide adequate retail service to the CO-OP's retail customers.

(c) The CO-OP agrees to cooperate with the CITY's operational measures and to make every operational, billing and educational effort within its control to limit or reduce its retail customer's potable water use as necessary to stay within the CITY's CUP compliance limits. This includes, but shall not be limited to compliance with the CITY's Water Conservation Ordinance and CO-OP shall be required to install and maintain individual meters at every retail customer connection to the CO-OP's Water Distribution System for the purpose of monthly billing on the basis of individual use and to require potable water conservation.

(d) The CITY shall have the right to limit the flow to the CO-OP, through all operational measures within its control, such that the flows to the CO-OP do not exceed 560,000 gpd. Further, notwithstanding the provisions in section 5(f), if the St. Johns River Water Management District reduces the CUP allocation to the CITY, for the CO-OP service area, or reduces the CO-OP's secondary permit allocation, the CITY shall have the right at any time during this agreement, to adjust the CO-OP's allocation proportionately.

(e) The initial Connection Points shall be located as defined on **Exhibit B**. Any future Wholesale Potable Water Service Connection Point(s) necessary to serve the CO-OP's customers will be determined based on construction drawings acceptable to the CITY. CITY agrees to pay the cost of installation of the initial Connection Points' Master Meter Assemblies and the CO-OP shall dedicate easements sufficient to allow the CITY to read, maintain, and replace said assemblies, as necessary. The requesting party, upon mutual agreement, shall pay for the cost associated with any subsequent Connection Points and Master Meter Assemblies.

04/14/2006

(f) The CO-OP's existing retail customers located within CO-OP's service area set forth in **Exhibit A**, have been exempt from paying the CITY's Capital Charge. These exempt units are allocated for 1006 active mobile homes, a clubhouse, sales office, church, maintenance barn and other connected customers as of April, 2003. The parties agree that, within the CO-OP's Service Area, there are 190 additional mobile home sites platted and that no water Capital Charges will be due and owing for these customers.

(g) All parcels, not included in the CO-OP's Service Area, as shown on **Exhibit A**, shall be retail customers of the CITY and be subject to all CITY ordinances, rates and resolutions, including but not limited, to paying water Capital Charges to the CITY.

(h) For those customers within the CO-OP's Service Area, the CITY agrees to provide Wholesale Potable Water Service to the CO-OP, and the CO-OP agrees to pay the CITY a Wholesale Potable Water Service rate for the potable water provided by the CITY under the terms of this Agreement. Such wholesale rate initially shall be \$1.37 per thousand gallons, so long as the volume delivered to the CO-OP does not exceed one-twelfth (1/12) of 204,400,000 gpd, commencing at the beginning of the Service Term. If such allocation is exceeded in any month, then the rate described below in Section 5(i) shall apply. The wholesale rate shall increase annually at the same percentage, if any, which the CITY's retail rate increases for other potable water customers in the CITY's Service Area during the current year of the Service Term.

(i) The CO-OP agrees to take all necessary steps to not exceed its allocation of 560,000 gpd. However, if the allocation is exceeded, the CO-OP agrees to pay the CITY a wholesale conservation rate for monthly flows exceeding one-twelfth (1/12) of the annual allocation approved in CO-OP's initial secondary user CUP. The initial wholesale conservation rate shall be \$2.27 per thousand gallons commencing at the beginning of the Service Term. In addition, CO-OP agrees to pay annually the sum of \$.43 per thousand gallons for volume exceeding for the calendar year 560,000 gpd. These wholesale conservation rates shall increase annually at the same percentage, if any, which the CITY's retail rate increases for other potable water customers in the CITY's Service Area during the current year of the Service Term.

(j) The CITY will invoice the CO-OP for all potable water charges on a monthly basis. Payment is due to the CITY within 30 days of the invoice date.

6. Wholesale Wastewater Service.

(a) The CITY agrees to receive, treat and dispose of 245,400 GPD Annual Average Daily Flow of domestic wastewater from customers within the

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to the Connection Point(s) with adequate pressure to reach the CITY's treatment facilities. This flow corresponds to the 817.732 ERUs of 1006 existing mobile homes, 190 future mobile homes, sales office, club house, maintenance barn, church and other connected customers.

(b) CITY shall have no operation or maintenance responsibility for the Wastewater Collection System on the CO-OP's side of the Connection Point(s). The CO-OP shall be responsible for the direct collection and transport of Domestic Wastewater from its retail customer property lines to the wastewater Connection Point(s). The CO-OP shall own, maintain, repair and improve the CO-OP's Wastewater Collection System as needed to provide adequate retail service to the CO-OP's retail customers.

(c) The initial Connection Point shall be located as defined on **Exhibit B**. Any future wholesale wastewater service Connection Points necessary to serve the CO-OP's customers will be determined based on construction drawings acceptable to the CITY. CITY agrees to pay the cost of installation of the initial Master Meter Assembly(s) and CO-OP shall dedicate to the CITY easement(s) sufficient to allow the CITY to read, maintain, and replace said assembly(s), as necessary. For future additional meters or Connection Points, the requesting party shall pay for the cost associated with any subsequent Connection Points and Master Meter Assemblies.

(d) The CO-OP's existing retail customers located within CO-OP's service area set forth in **Exhibit A**, have been exempt from paying the CITY's Capital Charge. These exempt units are 691.002 ERUs for 1006 active mobile homes, a clubhouse, sales office, and maintenance barn. The parties agree that, within the CO-OP's Service Area, there are 190 additional mobile-home sites platted and that no Capital Charges will be due and owing for these customers, provided they develop and connect to the CO-OP's Wastewater Collection System and that their development needs do not exceed 126.730 ERUs. This totals 817.732 ERUs exempt from Wastewater Capital Charges. As one ERU equals 300 GPD per definition, the 817.732 ERUs equal an exempted flow of 245,400 GPD. Should the wastewater needs of the existing CO-OP retail customers increase beyond 245,400 GPD Annual Average Daily Flow, the CITY shall be paid by the CO-OP Capital Charges for the flow exceeding the 245,400 GPD allocated to the CO-OP. The Capital Charges will only be assessed once each calendar year based on the CO-OP's annual water flow. The CO-OP shall only pay for the amount in excess of the sum of 245,400 GPD plus any amount for which they have already paid Capital Charges.

(e) All land parcels, not included in the CO-OP's Service Area, shall be retail customers of the CITY and be subject to all CITY ordinances, rates and

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resolutions, including but not limited, to paying wastewater Capital Charges to the CITY.

(f) For those customers within the CO-OP's Service Area, the CITY agrees to provide Wholesale Wastewater Service to the CO-OP, and the CO-OP agrees to pay the CITY a Wholesale Wastewater rate for the wastewater taken by the CITY under the terms of this Agreement. Such wholesale rate initially shall be \$3.35 per thousand gallons, commencing at the beginning of the Service Term. The wholesale rate shall increase at the same percentage, if any, which the CITY's retail rate increases for other wastewater customers in the CITY's Service Area during the current year of the Service Term.

(g) The CITY will invoice the CO-OP for all wastewater charges on a monthly basis. Payment is due to the CITY within 30 days of the invoice date.

7. CITY's Retail Service Area.

(a) The CITY and the CO-OP agree that the CO-OP shall not serve any customers outside of CO-OP's Service Area. The CITY and the CO-OP agree that all development outside the CO-OP's Service Area, as depicted on **Exhibit A**, which is eventually to be served by the CITY, shall be subject to all CITY's ordinances, rates and resolutions, including but not limited to the payment of Capital Charges and retail rates for water and wastewater service.

(b) Should customers outside the CO-OP's Service Area request that the CO-OP provide water or wastewater service, the CO-OP agrees to refer such customers to the CITY.

8. Service Term of the Agreement. The initial service term for Wholesale Potable Water and Wastewater Services provided by the CITY to the CO-OP for those customers within the CO-OP's Service Area, shall be for a period of twenty (20) years, commencing upon the date the CITY begins delivering services to the CO-OP pursuant to this Agreement. The service term may be renewed thereafter on terms and conditions mutually agreed upon by the parties.

9. Breach of this Agreement and Termination.

(a) CITY has the obligation to provide Wholesale Potable Water Service and Wholesale Wastewater Service, as defined in this agreement to the CO-OP. Should the CITY fail to carry out its obligations under this Agreement, the appropriate remedy would be an action for specific performance and declaration of rights between the parties. The CITY's agreement to provide services is contingent upon the obligation of the CO-OP to pay the CITY the sums

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established herein. In the event the CO-OP fails to pay the potable water or wastewater charges, the CITY's remedies are cumulative and may be exercised individually or in combination with additional remedies outline herein.

(b) CO-OP has the obligation to pay for wholesale water and wastewater services provided by CITY to CO-OP pursuant to this Agreement. In addition, CO-OP has the obligation pursuant to this Agreement and applicable generic law to properly convey or deliver potable water and to properly transport, convey and process through its wastewater lines, and properly deliver wastewater to the Connection Point. Failure of CO-OP to fulfill these and other affirmative obligations imposed upon CO-OP by this Agreement, applicable water or wastewater permits, and generic law shall be a basis for CITY terminating this Agreement.

(c) As an additional remedy of CITY, in the event the CO-OP fails to pay the wholesale rates established herein in a timely manner, the CO-OP shall pay to the CITY a service charge of one and one-half percent (1.5%) per month for each day after the 31st day that payments under this Agreement are not received by the CITY from the CO-OP. In addition, the CITY has additional remedies that include any one or more of the following:

(1) For any sums not paid after sixty (60) days of their due dates, the CO-OP agrees that the CITY, in addition to all other rights and remedies which CITY may have under applicable law and this Agreement, may at CITY's option, and upon written notice to the CO-OP, request, and CO-OP hereby agrees, promptly upon request of the CITY to assign to the CITY all of the CO-OP's rights to collect charges and to enforce such collection for providing water or wastewater retail service to the CO-OP's customers. This assignment shall be a conditional assignment made solely as security for the payment by the CO-OP of its obligation for Wholesale Potable Water or Wastewater Service supplied by the CITY pursuant to this Agreement, and CO-OP's resumption of full performance of its obligations under this Agreement shall thereafter render such assignment terminated and of no other force and effect, so long as the CITY is fully paid for all past-due sums. CITY may exercise this power more than once, as necessary, to secure CITY's entitlement to payment for services provided by CO-OP. In the event of an assignment to the CITY pursuant to this paragraph, it is expressly understood and agreed by the parties hereto that before default occurs in the payment or performance by the CO-OP under this Agreement, and the required notice thereof from the CITY, that the CO-OP shall have the right to collect such charges from its customers and retain use and enjoyment of same. In the event the CITY exercises its rights under this Agreement, any sums charged (less a 25

04/14/2006

customers and retain use and enjoyment of same. In the event the CITY exercises its rights under this Agreement, any sums charged (less a 25 percent service charge to cover CITY's costs of assuming the customer service function) shall be credited to sums then due from the CO-OP to the CITY, including sums that accrue during the term that the CITY has undertaken assignment of the proceeds and collection of sums due from CO-OP to customers.

(2) In the event of dissolution of the CO-OP or other unforeseen event preventing the CO-OP from upholding its obligations under this Agreement, the CITY is required to exercise its right to an assignment of the customer's rights under this section. The CITY reserves the right to seek appointment of a receiver to undertake the obligations of collection of sums due to the CITY pursuant to this Agreement.

(3) In addition to or as an alternative to the other means of collection specified herein, the CITY reserves the right to establish a lien on assets of the CO-OP, pursuant to CITY Code and State law, as the means to collect sums past due from the CO-OP to the CITY pursuant to this Agreement in the event that sums remain unpaid for ninety (90) days or longer. The CO-OP is obligated to pay the CITY's rates out of rates, fees, and assessments it collects from its members. If the CO-OP fails to satisfy the debt owed, hereunder, the CO-OP agrees it will establish an additional assessment payable directly to the CITY against all effected property pursuant to Chapters 718, 719, and 723, Florida Statutes, to pay the debt hereunder, and this assessment shall be dedicated solely to payment of the debt hereunder.

In the event of a continuing breach of the obligations of this Agreement by one party, the other party may terminate this Agreement on sixty (60) days prior written notice. Certain obligations as specified in this Agreement constitute continuing rights and obligations, and any and all sums due from one party to the other will still remain an obligation that is collectible by any means provided by this Agreement or available at law.

10. Assignability of This Agreement.

(a) Upon written notice to CO-OP, CITY may assign all or any part of CITY's rights and obligations under this Agreement to another party, who shall be exclusively responsible for all applicable terms and conditions of this Agreement.

(b) Pursuant to Subsection 29.1 of the **City of Apopka / Zellwood Station Co-Op Inc. Water, Wastewater and Reclaimed Waster Service**

03/13/2006

Area Agreement (to which this Agreement is included as Exhibit C), CO-OP may, upon 90 days prior written notice, assign its rights, duties and obligations to the Zellwood Station Community Association. The CO-OP may not assign or transfer its duties to any other person, firm or corporation.

11. Notices.

(a) All notices, consents, approvals, waivers and elections which any party shall be required or shall desire to make or give under this Agreement shall be in writing and shall be sufficiently made or given (1) when mailed by certified mail, postage prepaid, return receipt requested, (2) by hand delivery to the named individuals representing the party to be notified, or (3) by private parcel delivery services, or facsimile transmission for which receipt is provided to the notifying party. Notices, including notice of change of address, shall be addressed or transmitted to the addresses set forth below or such other address that a party may designate in the manner prescribed herein:

CO-OP: Zellwood Station
2126 Spillman Drive
Zellwood, Florida 32798-9799

COPY TO: Thomas A. Cloud, Esquire
GrayRobinson, P.A.
301 East Pine Street, Suite 1400
Orlando, Florida 32801

CITY: Mayor
City of Apopka
P.O. Box 1229
Apopka, FL 32704-1229

COPY TO: Chief Administrative Officer
City of Apopka
P.O. Box 1229
Apopka, FL 32704-1229

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, delivery or transmission in accordance with this section.

(c) For emergency situations such as, but not limited to, situations

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where a boiled water notice is required, or when a violation of drinking water standards occurs or a pressure drop below 20 PSI occurs, both parties are under an affirmative duty to notify the other party of such an eventuality initially by telephone, and then immediately thereafter in writing by facsimile so that customers may be informed and protective actions may be taken by both parties. The CO-OP shall be responsible for all notifications to its customers. Emergency telephone notice to the CITY shall be by notifying CITY Utilities Dispatch at 407-703-1757. Emergency telephone notice to the CO-OP shall be by calling 407-884-0150. Both parties shall notify the other as soon as they are aware that the above numbers will change or have changed.

12. Venue and Governing Law. This Agreement shall be governed by, construed under, interpreted and enforced in accordance with the law of the State of Florida. Any legal proceeding of any nature brought to enforce any right or obligation under this Agreement or arising out of any matter pertaining to this Agreement, shall be brought and tried in the Circuit Court of Orange County, Florida. The parties consent and submit to the exclusive jurisdiction of any such court.

13. Agreement Binding Upon Successors. All provisions contained in this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, CO-OP, or its permitted assigned Zellwood Station Community Association, and the CITY to the same extent as if each successor and assign were names as a party hereto.

14. Severability. In the event any part of this Agreement shall be finally determined by a court of law to be illegal or unenforceable for any reason, then that illegal or unenforceable part shall be severed from the Agreement, and the remaining terms shall continue in full force and effect.

15. Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto, and no prior representation, inducement, promise or agreement, oral or written, between the parties not embodied herein shall be of any force and effect.

16. CO-OP Not an Agency of the CITY. The CO-OP intends to exist as a separate independent utility, purchasing wholesale potable water and wastewater services from the CITY. This Agreement does not intend to make the CO-OP an agency, employee or contractor of the CITY, but rather an independent service provider, where the CITY is the supplier of certain Wholesale Potable Water and Wastewater Services specified in this Agreement.

17. Insurance and Indemnification.

(a) During the duration of this Agreement, CO-OP and CITY shall each provide and maintain insurance coverage of such types and in such amounts as may be deemed necessary by each party. Such insurance shall include at a minimum statutory workers' compensation and employers' liability, business automobile liability, and

03/13/2006

commercial general liability coverage. The parties acknowledge that the CITY enjoys sovereign immunity and is self-insured in compliance with Florida Statutes Section 768.28. The CO-OP shall maintain general liability insurance with a minimum limit of \$2,000,000 per occurrence for services related to this Agreement and for the delivery of potable water to its customers and the collection and transport of wastewater from the CO-OP's customers to the Connection Point. The CO-OP shall maintain on file with the CITY current certificates evidencing its minimum required insurance on forms acceptable to the CITY, verifying that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CITY. Failure by CO-OP to maintain said insurance coverage shall be a basis for CITY to immediately terminate the Agreement.

(b) Each party to this agreement shall be responsible for personal injury and property damage attributable to the negligent acts or omissions of that party and its officials and employees or arising out of or resulting from that party's negligent performance under this agreement, and agrees to defend, indemnify, and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses in connection therewith. However, nothing contained in this agreement shall constitute a waiver by CITY of its sovereign immunity or the provisions of Florida Statutes Section 768.28.

18. Sewer Use Requirements.

(a) CO-OP agrees to comply in all regards with the pretreatment standards contained in the applicable City Ordinances, and to comply with state and federal law requirements with regard to pretreatment standards for wastewater flows to public wastewater treatment facilities.

(b) The CO-OP specifically agrees that it will not accept or introduce hazardous materials into its wastewater and transport same to the CITY. The CO-OP specifically agrees to indemnify and hold the CITY harmless in the event the CO-OP introduces any such hazardous materials into the wastewater treatment system or delivers it to the Connection Point(s) for treatment by the CITY. The CO-OP shall be fully responsible for the removal, treatment or proper disposal of any hazardous material introduced into the CO-OP's collection or distribution system, or fully responsible for the costs incurred by the CITY in the event such materials are inadvertently introduced into the CITY's Water or Wastewater Facilities.

(c) The CITY is under an obligation imposed by the state and federal authorities to establish local limits for industrial discharges into CITY's collection system. In recognition of this obligation upon the CITY, CO-OP agrees:

03/13/2006

1. That it is aware of these local limits, and CO-OP agrees that it will comply with said local limits and will not exceed same;
2. CO-OP agrees to issue control mechanisms to industrial users located within the CO-OP's service area. CO-OP shall be under a continuing obligation to notify CITY of any such industrial users, and CITY shall determine if additional joint control mechanisms are to be issued to CO-OP and any such users;
3. The CO-OP agrees to provide the CITY access to all records compiled as part of the CO-OP's pretreatment program activities. The CO-OP shall provide CITY with notice of key activities (e.g., enforcement actions and permit issuance) for industrial or other pretreatment users.
4. The CO-OP agrees to enter and hereby grants CITY the power inspect the Water Collection System and Wastewater Distribution System to periodically verify compliance with applicable pretreatment standards and requirements. CO-OP shall establish procedures and responsibility for conducting inspections and other compliance evaluation activities.
5. The CO-OP may enforce pretreatment ordinance requirements on its customers in order to comply with the requirements of this section. However, the CITY retains primary responsibility for enforcing pretreatment standards and requirements against industrial users located within the CO-OP service area. The CITY may enforce CITY's pretreatment ordinance standards whether CO-OP acts or not pursuant to this section.

19. Force Majeure. Neither the CITY nor the CO-OP shall be liable to the other for any failure to perform under this Agreement, except for payments due hereunder, to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

IN WITNESS WHEREOF, the parties hereto have set their hands and have executed this Agreement as of the date and year first written above.

03/13/2006

ZELLWOOD STATION CO-OP, INC.

By: Robert D Thomson

Print Name: Robert D. Thomson

Title: ZS CO-OP President

Attest:

By: _____

Print Name: _____

Title: _____

CITY OF APOPKA

By: John Land

John Land
Mayor

ATTEST:

APPROVED BY APOPKA CITY COUNCIL

ON March 15, 2006

By: Janice G. Goebel
City Clerk JANICE G GOEBEL

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 22 day of MARCH,
2006, by JOHN H LANO, as MAYOR and attested to by
JANICE G GOEBEL as CITY CLERK of CITY OF APOPKA, who are
personally known to me or produced _____ as identification.



Pauline L. Mathius
My Commission DD292090
Expires February 18 2008

Pauline L Mathius

Notary Public

PAULINE L. MATHIUS

Print Name

My Commission Expires:

2/18/2008

(AFFIX NOTARY STAMP)

03/13/2006

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 14 day of April,
2006, by Robert Thomson, as President and attested to by
Karen McMican as manager of ZELLWOOD STATION CO-OP,
INC. who are personally known to me or produced personal known as
identification.

Karen F. McMican

Notary Public

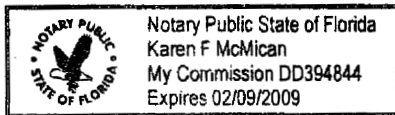
KAREN F. McMican

Print Name

My Commission Expires:

2-2-09

(AFFIX NOTARY STAMP)



11/11/2005

Exhibit A
CO-OP's Service Area

Legal Description. This exhibit should show all the existing and future retail areas of the CO-OP, including the 190 developed and platted lots without mobile homes. It should exclude the undeveloped parcels within Zellwood Station, as this land will be retail customers of the CITY.

To be prepared by CO-OP.

Co-op's Service Area Map & Legal Descriptions

Co-op Service Area (Sheet #1 & Sheet #2)

See Sheet 1- Legal Description

See Sheet 2- ⊕ Includes Undeveloped Residential Lots Listed ⊕

Undeveloped Parcels Identified as

◆ "NOT INCLUDED" ◆

11/11/2005

**Exhibit B
Initial Connection Points**

This exhibit consists of detail with the proposed locations of the water Connection Point and the wastewater Connection Point.

To be prepared by OCU.

Need attachment

1. **Portable Water Connection Point:** At Cayman Drive off Yothers Road see Utility Easement DW#49996019 and Exhibit B of the Water, Waste Water & Reclaimed Water Service Area Agreement.
2. **Sanitary Sewer Connection Point:** West of the proposed pump station see Utility Easement DW#49996023 and Exhibit B of the Water, Waste Water & Reclaimed Water Service Area Agreement.
3. **Reclaimed Water Connection Point:** Along the East Side of pond approximately 3300 LF North of Yothers Road. Exact location shall be determined by the City at the time of construction of the Reclaimed Water line. Meter and proper utility easement shall be dedicated to the City by Co-op at that time.

11/11/2005

Exhibit C

City of Apopka / Zellwood Station Co-Op Inc.

Water, Wastewater and Reclaimed Waster Service Area Agreement

ACKNOWLEDGMENT CERTIFICATE

This Acknowledgment Certificate is being signed and delivered pursuant to Section 28 of the City of Apopka/Zellwood Station Co-Op, Inc. Water, Wastewater and Reclaimed Water Service Area Agreement (the "Service Agreement"), by and among the City of Apopka ("Apopka") and Zellwood Station Co-Op, Inc. (the "Co-Op").

Each of Apopka and the Co-Op hereby acknowledges and certifies to each other that all of the contingencies or conditions precedent to the effectiveness of the Service Agreement and their respective obligations under the Service Agreement which are specified in Article 28 of the Service Agreement have been satisfied and fulfilled or, to the extent not satisfied or fulfilled, are hereby waived, as of the date of the execution of this Acknowledgment Certificate.

This Acknowledgment Certificate may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Acknowledgment Certificate as of this 14 day of April, 2006.

ZELLWOOD STATION CO-OP, INC.

CITY OF APOPKA

By: Robert D. Thomson
Name: Robert D. Thomson
Title: President

By: Richard D. Anderson
Name: Richard D. Anderson
Title: CAO

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that, ZELLWOOD STATION CO-OP, INC. a Florida Corporation ("ZELLWOOD") for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, to it paid by APOPKA OF APOPKA, a Florida municipal corporation ("APOPKA"), the receipt of which is hereby acknowledged, by these presents does hereby transfer, deliver, remise, release and quit-claim to, APOPKA, forever, any and all right, title, interest, claim and demand which ZELLWOOD has to provide wholesale water, wastewater and reclaimed water service (the "Wholesale Utility Business") within the service area described in Exhibit "A" hereto (the "Co-Op Service Area"), including without limitation, the following:

1. the easements and real property to be granted pursuant to the terms of the Service Agreement;
2. any and all rights in the permits, certificates and approvals listed in Exhibit "B" hereto to the extent applicable to allow APOPKA to provide wholesale water, wastewater and reclaimed water service within the Co-Op Service Area;
3. any and all rights in the future earnings, distributions, profits and losses associated with Wholesale Utility Business; and,
4. the customers, goodwill and general intangibles associated with the Wholesale Utility Business;

but specifically excluding the following:

- a. potable water wells/treatment facilities and real property upon which the facilities are located;
- b. wastewater treatment plant and real property upon which the facilities are located;
- c. water distribution and transmission facilities, except for necessary easements to effect interconnection of APOPKA;
- d. wastewater collection, pumping and transmission facilities, except for necessary easements in the vicinity of APOPKA's wastewater system;
- e. ZELLWOOD retail customer service business and potable water distribution and wastewater collection lines;
- f. any obligation or right ZELLWOOD may have to serve customers or areas outside of or beyond the Co-Op Service Area set forth in this Agreement;

- g. ZELLWOOD's cash and ZELLWOOD's bank accounts;
- h. federal, state, or local tax or other deposits (including customer deposits) maintained by ZELLWOOD with any governmental authority or private vendor for ZELLWOOD's use and benefit; and
- i. customer deposits.

TO HAVE AND TO HOLD same unto APOPKA, its executors, administrators, successors and assigns forever.

IN WITNESS WHEREOF, ZELLWOOD has executed this Bill of Sale as of the 14th day of April, 2006.

ZELLWOOD STATION CO-OP, INC., a Florida corporation

Robert D. Thomson

Print Name: Robert D. Thomson
Title: President

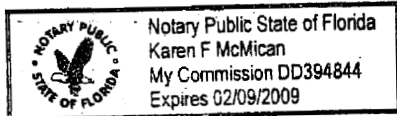
STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 14 day of April, 2006, by Robert D. Thomson, as President of ZELLWOOD STATION CO-OP, INC., a Florida corporation.

Karen F. McMican
Signature of Notary Public

KAREN F. McMican
(Print Notary Name)
My Commission Expires: 2-9-09
Commission No.: DD 394844

AFFIX NOTARY STAMP



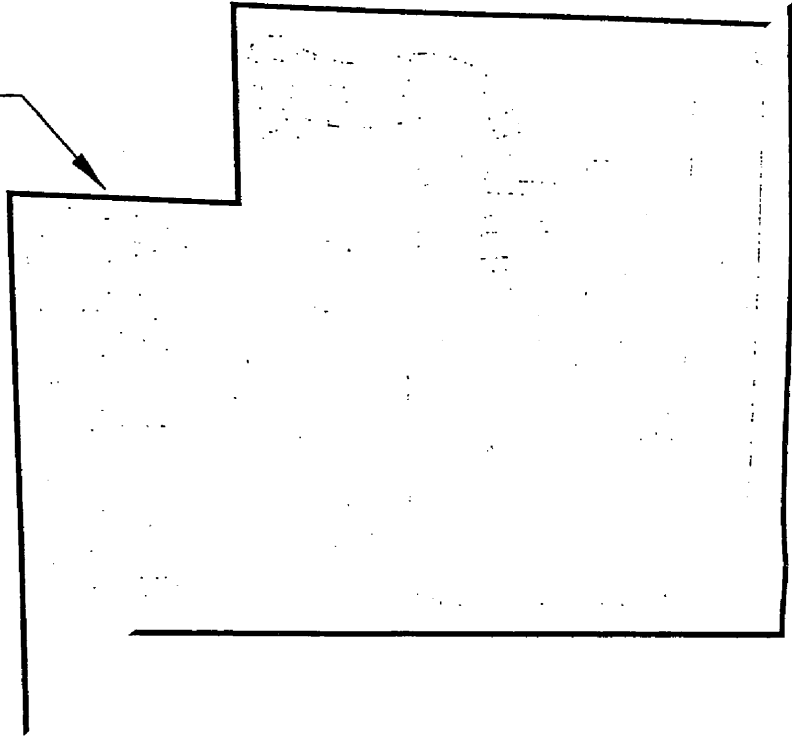
Personally known, or
 Produced Identification
Type of Identification Produced

EXHIBIT "A"

CO-OP SERVICE AREA

**ZELLWOOD STATION
CO-OPERATIVE AREA**

PARCEL 1



1
1,200

From the Southwest corner of the Southeast 1/4 of Section 26, Township 20 South, Range 27 East, Orange County, Florida, run N.87°09'16"E. along the South line of said Section 26, a distance of 7.536 feet to the Point of Beginning on the Easterly right-of-way line of U.S. Highway No. 441, said point being on a curve concave Southwesterly and having a radius of 5859.65 feet; thence from a tangent bearing of S.41°51'48"E., run Southeasterly along the arc of said curve 137.83 feet through a central angle of 1°20'54" to a point; thence leaving said Easterly right-of-way line, run N.48°51'14"E, 222.89 feet to a point lying 30.00 feet North of said South line of Section 26; thence run N.87°09'16"E. parallel with said South line, 468.63 feet to a point on a curve concave Northeasterly and having a radius of 243.00 feet, said point also being on the Westerly line of the Southeastern portion of "Oak Grove Village Condominium", as recorded in Condominium Book 4, pages 106 and 107, public records of Orange County, Florida; thence run Northerly along said Westerly line of Oak Grove Village Condominium, the following courses: from a tangent bearing of N.36°50'50"W., run Northerly along the arc of said curve 3.71 feet through a central angle of 00°52'28" to the point of tangency; thence run N.35°58'34"W. 121.96 feet to the point of curvature of a curve concave Easterly, and having a radius of 365.34 feet; thence run Northerly along the arc of said curve 249.84 feet through a central angle of 39°10'55" to a point; thence run N.51°47'32"W. 43.77 feet to a point on a curve concave Westerly, and having a radius of 205.00 feet; thence from a tangent bearing of N.20°08'13"E. run Northerly along the arc of said curve 50.00 feet through a central angle of 13°58'28" to the point of tangency; thence run N.06°09'45"E. 32.82 feet to the point of curvature of a curve concave Westerly, and having a radius of 757.94 feet; thence run Northerly along the arc of said curve 103.96 feet through a central angle of 7°51'31" to the point of compound curvature of a curve concave Westerly and having a radius of 1730.00 feet; thence run Northerly along the arc of said curve 335.92 feet through a central angle of 11°07'31" to a point; thence run N.01°26'07"E. 204.45 feet; thence N.50°26'15"E. 65.85 feet to a point on the Southwesterly line of "Cayman Circle" (100 foot right-of-way), as described in exhibit "A" of Warranty Deed recorded in O.R. Book 3527, page 1913, public records of Orange County, Florida, said point being on a curve concave Northeasterly, and having a radius of 550.00 feet; thence from a tangent bearing of N.44°46'44"W., and leaving said Southeast portion of "Oak Grove Village Condominium" run Northwesterly along said Southwesterly line of Cayman Circle, and along the arc of said curve 100.14 feet through a central angle of 10°25'54" to the Eastern most corner of the Northwest portion of said "Oak Grove Village Condominium"; thence leaving said Southwesterly line of Cayman Circle, run Westerly along the Southerly line of said Northwest portion of "Oak Grove Village Condominium, the following courses: run S.50°26'15"W. 98.69 feet; thence S.24°58'29"W. 67.92 feet; thence S.87°01'19"W. 125.56 feet; thence S.03°56'49"W. 170.97 feet; thence S.78°01'37"E. 60.85 feet; thence S.32°10'35"E. 55.90 feet; thence S.04°44'54"W. 87.45 feet; thence S.13°46'05"E. 78.83 feet; thence S.14°33'41"W. 96.19 feet; thence S.29°00'06"W. 78.20 feet; thence S.56°33'47"W. 35.61 feet; thence N.84°37'14"W. 42.50 feet; thence N.64°39'50"W. 74.13 feet; thence S.89°38'19"W. 91.08 feet; thence N.30°40'58"W. 127.70 feet; thence N.03°01'40"E. 478.48 feet; thence S.87°01'19"W. 98.45 feet to the point of curvature of a curve concave Southeasterly, and having a radius of 65.00 feet; thence run Southwesterly along the arc of said curve 82.78 feet through a central angle of 72°58'20" to the point of compound curvature of a curve concave Easterly, and having a radius of 185.00 feet; thence run Southerly along the arc of said curve 42.48 feet through a central angle of 13°09'27" to a point on a curve concave Northerly and having a radius of 160.00 feet; thence from a tangent bearing of S.47°45'54"W., run Westerly along the arc of said curve 114.60 feet through a central angle of 41°02'20" to a point; thence leaving said Southerly line of the Northwest portion of "Oak Grove Village Condominium", run S.03°29'34"E. 416.08 feet to the Point of Curvature of a curve concave Northeasterly, and having a radius of 192.57 feet; thence run Southerly along the arc of said curve 177.02 feet through a central angle of 52°40'10" to the point of tangency; thence run S.56°09'44"E. 82.92 feet to the point of curvature of a curve concave Northerly, and having a radius of 324.10 feet; thence run Easterly along the arc of said curve 230.93 feet through a

thence S.49°57'24" 2.19 feet; thence S.59°01' 15.66 feet; thence
S.84°16'17"W. 16.95 feet; thence N.78°07'33"W. 20.43 feet; thence
S.46°58'49"W. 15.70 feet to a point on the aforesaid Easterly right-of-way
line of U.S. Highway No. 441, said point being on a curve concave
Southwesterly, and having a radius of 5859.65 feet; thence from a tangent
bearing of S.43°01'11"E., run Southeasterly along the arc of said curve, and
along said Easterly right-of-way line, 118.27 feet through a central angle of
01°09'23" to the point of beginning, containing 13.5992 acres more or less.

DESCRIPTION TRACT TWO:

From the Southwest corner of the Southeast 1/4 of Section 26, Township 20 South, Range 27 East, Orange County, Florida, run N.03°27'28"W. along the West line of said Southeast 1/4 of Section 26, a distance of 1436.73 feet to the point of Beginning on the Northerly line of Oak Grove Village Condominium, as recorded in Condo. Book 4, Page 106 and 107, public records of Orange County, Florida; thence continue N.03°27'28"W. along said West line of the Southeast 1/4 of Section 26, and along the West line of the Northeast 1/4 of said Section 26, a distance of 3500.10 feet; thence leaving said West line run N.89°49'16"E. parallel with the South line of said Northeast 1/4 of Section 26, a distance of 788.00 feet; thence N.03°27'28"W. parallel with said West line of the Northeast 1/4 of Section 26, a distance of 669.00 feet to a point on the South right-of-way line of Poncan Road (60 foot right-of-way); thence run N.89°49'16"E. along said South right-of-way line 1894.65 feet to a point on the West line of the Northwest 1/4 of Section 25, Township 20 South, Range 27 East, Orange County, Florida; thence continuing along said South right-of-way line, run N.85°44'53"E. 2645.96 feet to a point on the West line of the Northeast 1/4 of said Section 25, thence continuing along said right-of-way line run N.87°35'27"E. 1349.22 feet to a point on the East line of the West 3/4 of said Section 25; thence leaving said South right-of-way line, run S.02°47'04"E. along said East line of the West 3/4 of Section 25, a distance of 2455.70 feet to the Northeast corner of "Banbury Village Condominium" as recorded in Condo. Book 5, Pages 1 & 2, public records of Orange County, Florida; thence run Westerly along the Northerly line of said "Banbury Village Condominium", the following courses: run S.75°51'06"W. 340.42 feet to a point on a curve, concave Westerly and having a radius of 628.26 feet; thence from a tangent bearing of S.14°08'54"E., run Southerly along the arc of said curve 25.17 feet through a central angle of 2°17'44" to a point; thence run S.78°08'50"W. 86.00 feet to a point on a curve concave Westerly and having a radius of 542.26 feet; thence from a tangent bearing of S.11°51'10"E run Southerly along the arc of said curve 19.69 feet through a central angle of 2°04'48" to the Point of Tangency; thence run S.09°46'22"E. 398.62 feet to the Point of Curvature of a curve concave Westerly, and having a radius of 368.41 feet; thence run Southerly along the arc of said curve 86.20 feet through a central angle of 13°24'24" to a point on a curve concave Southerly, and having a radius of 602.00 feet thence from a tangent bearing of N.78°17'10"W., run Westerly along the arc of said curve 512.17 feet through a central angle of 48°44'45" to the Point of Tangency; thence run S.52°58'06"W 257.62 feet to a point on a curve concave Easterly, and having a radius of 120.00 feet; thence from a tangent bearing of S.89°50'10"W., run Westerly and Southerly along the arc of said curve, 282.24 feet, through a central angle of 134°45'34" to the Point of Tangency; thence run S.44°55'24"E. 129.66 feet to point on a curve concave Southerly having a radius of 517.50 feet; thence from a tangent bearing of S.45°04'36"W., run Southwesterly along the arc of said curve 360.01 feet through a central angle of 39°51'34" to the point of reverse curvature of a curve concave Northwesterly, and having a radius of 429.00 feet; thence run Southwesterly along the arc of said curve 412.11 feet through a central angle of 55°02'22" to a point on the East line of Unit 1645 of Citrus Ridge Village Condominium as recorded in Condo. Book 4, Pages 135 and 136, public records of Orange County, Florida; thence run N.29°44'36"W. along said East line of Unit 1645, a distance of 7.00 feet to the Northerlymost corner of said Unit 1645, said corner being on a curve concave Northwesterly and having a radius of 422.06 feet; thence run Westerly. along the Northerly line of said Citrus Ridge Village Condominium, the following courses: from a tangent bearing of S.60°15'24"W. run Westerly along the arc of said curve 107.69 feet through central angle of 14°37'16" to the point of compound curvature of a curve concave Northerly and having a radius of 700.7 feet; thence run Westerly along the arc of said curve 322.85 feet through a central angle of 26°23'48" to a point; thence run N.34°05'28"W. 450.44 feet to the point of curvature of a curve concave Easterly, and having a radius of

foot private right-of-way) as recorded in O.R. Book 3527, Page 1913, public records of Orange County, Florida; thence continue S.85°00'59"W. 100.00 feet to the Northwest corner of said Cayman Circle; thence run Southerly along the Westerly right-of-way line of said Cayman Circle the following courses: run S.04°59'01"E. 169.70 feet to the point of curvature on a curve concave Westerly, and having a radius of 270.01 feet; thence run Southerly along the arc of said curve 115.47 feet through a central angle of 23°47'54" to the point of tangency; thence run S.18°48'53"W. 97.64 feet to the point of curvature of a curve concave Easterly and having a radius of 1324.27 feet; thence run Southerly along the arc of said curve 347.22 feet through a central angle of 15°01'23" to the Northeast corner of the "Lake Cohen, Little Lake Cohen, and Surrounding Park" as described in said O.R. Book 3527, Page 1913, public records of Orange County, Florida; thence run Westerly along the Northerly line of said "Lake Cohen, Little Lake Cohen, and Surrounding Park", the following courses: run N.81°31'48"W. 152.44 feet to the point of curvature of a curve concave Southerly, and having a radius of 511.00 feet; thence run Westerly along the arc of said curve 322.06 feet through a central angle of 36°06'39" to the point of tangency; thence run S.62°21'35"W. 259.27 feet to the point of curvature of a curve concave Northerly, and having a radius of 779.00 feet; thence run Westerly along the arc of said curve 864.96 feet through a central angle of 63°37'05" to a point; thence run N.35°58'41"E. 86.00 feet to a point on a curve concave Northeasterly, and having a radius of 693.00 feet; thence from a tangent bearing of N.54°01'19"W., run Westerly along the arc of said curve 115.81 feet through a central angle of 09°34'29" to the point of tangency; thence run N.44°26'50"W. 122.72 feet to the point of curvature of a curve concave Southwesterly, and having a radius of 577.00 feet; thence run Westerly along the arc of said curve 384.78 feet through a central angle of 38°12'29" to the point of tangency; thence run N.82°39'19"W. 168.65 feet to the point of curvature of a curve concave Northeasterly, and having a radius of 151.92 feet; thence run Northwesterly along the arc of said curve 206.96 feet through a central angle of 78°03'18" to a point on a curve concave Southeasterly and having a radius of 617.00 feet; thence from a tangent bearing of S.82°53'27"W., run Westerly along the arc of said curve 187.78 feet through a central angle of 17°26'15" to the point of reverse curvature of a curve concave Northwesterly and having a radius of 1616.09 feet; thence run Westerly along the arc of said curve 187.99 feet through a central angle of 06°39'54" to the point of reverse curvature of a curve concave Southeasterly, and having a radius of 2078.73 feet; thence run Westerly along the arc of said curve 155.22 feet through a central angle of 04°16'42" to the point of tangency; thence run S.67°50'26"W. 56.45 feet to the point of curvature of a curve concave Northwesterly, and having a radius of 693.00 feet; thence run Westerly along the arc of said curve 129.24 feet through a central angle of 10°41'08" to the Northeast corner of the "Recreation Complex", as described in O.R. Book 3527, Page 1913 public records of Orange County, Florida; thence continue Westerly along the arc of said curve 112.98 feet through a central angle of 09°20'26" to the point of tangency; thence run S.87°52'00"W. 177.44 feet to the point of curvature of a curve concave Southerly and having a radius of 314.08 feet; thence run Westerly along the arc of said curve 84.74 feet through a central angle of 15°27'29" to the point of tangency; thence run S.72°24'41"W. 179.38 feet to the Northeast corner of the Western part of aforesaid "Cayman Circle" (100 foot right-of-way) as described in O.R. Book 3527, Page 1913, public records of Orange County, Florida; thence run S.83°51'44"W. 100.00 feet to the Northwest corner of said "Cayman Circle"; thence run S.06°08'16"E. along the West line of said "Cayman Circle" a distance of 93.62 feet to the intersection of said West line of "Cayman Circle", and the Northern line of aforesaid "Oak Grove Village Condominium" as recorded in Condominium...

LESS

DESCRIPTION PARCEL "A":

From the Southeast corner of the West 3/4 of Section 25, Township 20 South, Range 27 East, Orange County, Florida, run N.02°47'04"W. along the East line of said West 3/4 of Section 25, a distance of 2063.81 feet to the Northeast corner of "Danbury Village Condominium", as recorded in Condo. Book 5, Pages 1 & 2, public records of Orange County, Florida; thence continue N.02°47'04"W. along said East line, 1705.15 feet; thence leaving said East line, run S.89°13'09"W. 291.14 feet to the point of beginning; thence run N.29°57'56"W. 86.24 feet to a point on a curve concave Northerly, and having a radius of 257.00 feet; thence from a tangent bearing of S.55°07'25"W., run Westerly along the arc of said curve 44.05 feet through a central angle of 9°49'17" to a point; thence run S.29°57'56"E. 86.24 feet to a point on a curve concave Northerly, and having a radius of 343.00 feet; thence from a tangent bearing of S.63°42'43"W., run Westerly along the arc of said curve 129.15 feet through a central angle of 21°34'27" to the point of tangency; thence run S.85°17'09"W. 89.05 feet; thence S.04°42'51"E. 167.62 feet to the point of curvature of a curve concave Westerly, and having a radius of 878.00 feet; thence run Southerly along the arc of said curve 265.47 feet through a central angle of 17°19'26" to a point; thence run N.77°23'26"W. 86.00 feet; thence S.75°26'47"W. 61.29 feet; thence N.75°13'04"W. 113.10 feet to a point on a curve concave Northerly and having a radius of 120.00 feet; thence from a tangent bearing of S.32°44'05"W., run Westerly along the arc of said curve 278.66 feet through a central angle of 133°03'05" to a point; thence run N.16°17'49"W. 233.56 feet; thence N.24°11'46"W. 137.76 feet to a point on a curve concave Southeasterly, and having a radius of 1003.00 feet thence from a tangent bearing of S.67°03'30"W., run Southwesterly along the arc of said curve 44.00 feet through a central angle of 2°30'49" to a point; thence run S.24°11'46"E. 86.02 feet to a point on a curve concave Southeasterly and having a radius of 917.00 feet; thence from a tangent bearing of S.64°25'45"W. run Westerly along the arc of said curve 38.91 feet through a central angle of 2°25'53" to the point of tangency; thence run S.61°59'52"W. 219.12 feet to the point of curvature of a curve concave Northerly, and having a radius of 498.00 feet; thence run Westerly along the arc of said curve 281.82 feet through a central angle of 32°25'27" to the point of tangency; thence run N.85°34'41"W. 208.19 feet to the point of curvature of a curve concave Southeasterly, and having a radius of 202.00 feet; thence run Southwesterly along the arc of said curve 201.56 feet through a central angle of 57°10'19" to a point; thence run N.52°45'00"W. 86.00 feet to a point on a curve concave Southeasterly, and having a radius of 288.00 feet; thence from a tangent bearing of S.37°15'00"W.; run Southerly along the arc of said curve 50.52 feet through a central angle of 10°03'03" to a point; thence run N.62°48'03"W. 130.00 feet to a point on a curve concave Southeasterly, and having a radius of 418.00 feet; thence from a tangent bearing of N.27°11'57"E., run Northeasterly along the arc of said curve 218.48 feet through a central angle of 29°56'50" to a point; thence run N.00°25'53"W. 51.30 feet to a point on a curve concave Easterly and having a radius of 120.00 feet; thence from a tangent bearing of N.79°23'46"W., run Westerly, Northerly and Easterly along the arc of said curve 396.78 feet through a central angle of 189°26'47" to a point on a curve concave Southerly, and having a radius of 654.00 feet; thence from a tangent bearing of N.75°29'02"E., run Easterly along the arc of said curve 193.14 feet through a central angle of 16°55'14" to a point; thence run S.02°24'16"W. 86.00 feet to a point on a curve concave Southerly, and having a radius of 568.00 feet; thence from a tangent bearing of S.07°35'44"E., run Easterly along the arc of said curve 20.00 feet through a central angle of 2°01'03" to a point; thence run N.04°25'19"E. 86.00 feet; thence S.85°34'41"E. 288.19 feet to the point of curvature of a curve concave Northerly, and having a radius of 46.00 feet; thence run Easterly along the arc of said curve 26.03

01°38'30" to a point; thence run N.12°04'33"W. 86.00 feet to a point on a curve concave Southerly and having a radius of 1133.00 feet; thence from a tangent bearing of N.77°55'28"E., run Easterly along the arc of said curve 145.57 feet through a central angle of 07°21'42" to the point of tangency; thence run N.85°17'09"E. 55.78 feet; thence N.04°42'51"W. 18.44 feet to the point of curvature of a curve concave Westerly, and having a radius of 347.00 feet; thence run Northerly along the arc of said curve 170.68 feet through a central angle of 28°10'56" to a point; thence run N.57°06'13"E. 86.00 feet to a point on a curve concave Westerly, and having a radius of 433.00 feet; thence from a tangent bearing of N.32°53'47"W., run Northerly along the arc of said curve 24.97 feet through a central angle of 3°18'15" to a point; thence run S.53°47'59"W. 86.00 feet to a point on a curve concave Southwesterly, and having a radius of 347.00 feet; thence from a tangent bearing of N.36°12'01"W., run Northerly along the arc of said curve 92.11 feet through a central angle of 15°12'33" to the point of tangency; thence run N.51°24'34"W. 94.66 feet to the point of curvature of a curve concave Southerly, and having a radius of 162.00 feet; thence run Westerly along the arc of said curve 162.54 feet through a central angle of 57°29'10" to the point of tangency; thence run S.71°06'17"W. 370.25 feet to the point of curvature of a curve concave Northerly, and having a radius of 1078.00 feet; thence run Westerly along the arc of said curve 717.62 feet through a central angle of 38°08'29" to the point of tangency; thence run N.70°45'14"W. 420.34 feet to the point of curvature of a curve concave Southerly, and having a radius of 1047.00 feet; thence run Westerly along the arc of said curve 514.79 feet through a central angle of 28°10'16" to the point of tangency; thence run S.81°04'30"W. 337.46 feet to the point of curvature of a curve concave Northerly, and having a radius of 961.32 feet; thence run Westerly along the arc of said curve 86.43 feet through a central angle of 5°09'05" to a point; thence run N.03°46'25"W. 86.00 feet to a point on a curve concave Northerly, and having a radius of 875.32 feet; thence from a tangent bearing of S.86°13'35"W., run Westerly along the arc of said curve 118.13 feet through a central angle of 7°43'57" to a point; thence run N.03°57'35"E. 140.00 feet to a point on a curve concave Northerly, and having a radius of 735.32 feet; thence from a tangent bearing of S.86°02'28"E., run Easterly along the arc of said curve 165.35 feet through a central angle of 12°53'02" to the point of tangency; thence run N.81°04'30"E. 337.46 feet to the point of curvature of a curve concave Southerly, and having a radius of 1273.00 feet; thence run Easterly along the arc of said curve 625.91 feet through a central angle of 28°10'16" to the point of tangency; thence run S.70°45'14"E. 10.00 feet; thence N.19°14'46"E. 211.11 feet to the point of curvature of a curve concave Southeasterly, and having a radius of 438.00 feet; thence run Northeasterly along the arc of said curve 233.20 feet through a central angle of 30°30'18" to a point; thence run S.40°14'56"E. 86.00 feet; thence S.39°13'42"E. 44.00 feet; thence S.40°23'41"E. 86.00 feet; thence S.13°03'07"E. 85.00 feet to a point on a curve concave Southerly, and having a radius of 120.00 feet; thence from a tangent bearing of N.76°56'53"E., run Easterly along the arc of said curve 144.45 feet through a central angle of 68°58'13" to a point on a curve concave Northerly, and having a radius of 606.00 feet; thence from a tangent bearing of S.72°23'32"E., run Easterly along the arc of said curve 386.08 feet through a central angle of 36°30'12" to the point of tangency; thence run N.71°06'16"E. 78.00 feet to a point on a curve concave Southerly, and having a radius of 120.00 feet; thence from a tangent bearing of N.34°14'05"E., run Easterly along the arc of said curve 240.06 feet through a central angle of 114°37'21" to a point; thence run S.53°04'02"E. 212.48 feet; thence S.16°28'41"E. 86.00 feet to a point on a curve concave Southerly, and having a radius of 302.00 feet; thence from a tangent bearing of N.73°31'19"E., run Easterly along the arc of said curve 27.84 feet through a central angle of 5°16'56" to a point; thence run N.11°11'46"W. 86.00 feet to a point on a curve concave Southwesterly, and having a radius of 388.00 feet; thence from a tangent bearing of N.78°48'14"E. run Southeasterly along the arc of said curve 337.15 feet through a central angle of 49°47'12" to the point of tangency; thence run S.51°24'34"E. 94.66 feet to the point of curvature of a curve concave Southwesterly, and having a radius of 573.00 feet; thence run

run Westerly along the arc of said curve 80.26 feet through a central angle of $114^{\circ}57'50''$ to a point; thence run $N.67^{\circ}47'39''W.$ 84.34 feet to a point on a curve concave Southeasterly, and having a radius of 120.00 feet; thence from a tangent bearing of $N.11^{\circ}52'37''E.$, run Northeasterly along the arc of said curve 46.52 feet through a central angle of $22^{\circ}12'41''$ to a point; thence run $N.02^{\circ}46'51''W.$ 100.33 feet to a point on a curve concave Northeasterly, and having a radius of 126.00 feet; thence from a tangent bearing of $N.81^{\circ}00'14''W.$ run Northwesterly along the arc of said curve 177.15 feet through a central angle of $80^{\circ}33'15''$ to a point; thence run $N.24^{\circ}34'30''W.$ 63.06 feet to a point; thence run $N.66^{\circ}07'36''W.$ 197.46 feet; thence $S. 87^{\circ} 51'57''W.$ 1027.35 feet to the point of curvature of a curve concave Southerly and having a radius of 242.00 feet; thence run Westerly along the arc of said curve 43.19 feet through a central angle of $10^{\circ}13'35''$ to a point; thence run $N.12^{\circ}21'38''W.$ 86.00 feet to a point on a curve concave Southeasterly, and having a radius of 328.00 feet; thence from a tangent bearing of $S.77^{\circ}38'22''W.$ run Westerly along the arc of said curve 31.18 feet through a central angle of $5^{\circ}26'50''$ to a point thence run $N.17^{\circ}48'28''W.$ 130.00 feet to a point on a curve concave Southerly and having a radius of 458.00 feet; thence from a tangent bearing of $N.72^{\circ}11'32''E.$, run Easterly along the arc of said curve 77.36 feet through a central angle of $9^{\circ}40'38''$ to a point; thence run $N.08^{\circ}07'51''W.$ 20.00 feet to a point on a curve concave Southerly and having a radius of 478.00 feet; thence from a tangent bearing of $N.81^{\circ}52'10''E.$, run Easterly along the arc of said curve 50.03 feet through a central angle of $5^{\circ}59'47''$ to the point of tangency; thence run $N.87^{\circ}51'57''E.$ 1275.79 feet to the point of curvature of a curve concave Southerly, and having a radius of 1333.81 feet; thence run Easterly along the arc of said curve 111.32 feet through a central angle of $4^{\circ}46'56''$ to the point of compound curvature of a curve concave Southwesterly, and having a radius of 453.00 feet; thence run Southeasterly along the arc of said curve 668.65 feet through a central angle of $84^{\circ}34'17''$ to the point of tangency thence run $S.02^{\circ}46'51''E.$ 577.00 feet to the point of curvature of a curve concave Westerly, and having a radius of 363.00 feet; thence run Southerly along the arc of said curve 19.89 feet through a central angle of $3^{\circ}08'24''$ to a point; thence run $N.89^{\circ}38'27''W.$ 20.00 feet to a point on a curve concave Northwesterly and having a radius of 343.00 feet; thence from a tangent bearing of $S.00^{\circ}21'33''W.$, run Southwesterly along the arc of said curve 335.23 feet through a central angle of $55^{\circ}59'52''$ to the point of beginning, containing 62.5014 acres more or less.

AND ALSO LESS

DESCRIPTION PARCEL "B"

From the Southwest corner of the Southeast 1/4 of Section 26, Township 20 South, Range 27 East, Orange County, Florida, run N.03°27'28"W. along the West line of said Southeast 1/4 of Section 26, a distance of 1436.73 feet to a point on the North line of "Oak Grove Village Condominium", as recorded in Condo. Book 4, pages 106 and 107, public records of Orange County, Florida; thence run N.73°24'02"E. along said North line 534.93 feet to a point on the Westerly line of the western end of "Cayman Circle", (100 foot right-of-way) as described in Exhibit "A" of the Warranty Deed recorded in O.R. Book 3527, Page 1913, public records of Orange County, Florida; thence run N.06°08'16"W. along said Westerly line, 93.62 feet to the Northwest corner of said Cayman Circle; thence run N.83°51'44"E. 100.00 feet to the Northeast corner of said Cayman Circle, said corner also being the Northwest corner of the "Recreation Complex" as described in said exhibit "A"; thence run N.72°24'41"E. along the Northerly line of said Recreation Complex, 100.18 feet to the point of beginning; thence leaving said Northerly line of the recreation complex, run N.17°35'29"W. 101.00 feet to a point on a curve concave Northerly, and having a radius of 645.23 feet; thence from a tangent bearing of S.72°24'31"W.; run Westerly along the arc of said curve 27.31 feet through a central angle of 2°25'29" to a point; thence run N.15°10'00"W. 140.00 feet to a point on a curve concave Northerly and having a radius of 505.23 feet; thence from a tangent bearing of N.74°50'00"E. run Easterly along the arc of said curve 21.38 feet through a central angle of 2°25'29" to the point of tangency; thence run N.72°24'31"E. 79.20 feet to the point of curvature of a curve concave Southerly, and having a radius of 555.00 feet; thence run Easterly along the arc of said curve 40.73 feet through a central angle of 04°12'32" to a point on a curve concave Westerly, and having a radius of 129.49 feet; thence from a tangent bearing of N.01°38'03"E., run Northerly along the arc of said curve 92.66 feet through a central angle of 41°00'01" to a point; thence run N.82°00'18"W. 165.01 feet to a point on a curve concave Westerly, and having a radius of 950.00 feet; thence from a tangent bearing of N.15°11'02"W., run Northerly along the arc of said curve 136.26 feet through a central angle of 8°13'05" to the point of tangency; thence run N.23°24'07"W. 220.59 feet to the point of curvature of a curve concave Easterly, and having a radius of 760.00 feet; thence run Northerly along the arc of said curve 354.04 feet through a central angle of 26°41'27" to the point of tangency thence run N.03°17'20"E. 108.98 feet to the point of curvature of a curve concave Southeasterly, and having a radius of 695.00 feet; thence run Northeasterly along the arc of said curve 325.24 feet through a central angle of 26°48'45" to the point of tangency; thence run N.30°06'05"E. 417.84 feet to the point of curvature of a curve concave Southeasterly, and having a radius of 858.78 feet; thence run Northeasterly along the arc of said curve 446.83 feet through a central angle of 29°48'41" to the point of reverse curvature of a curve concave Northwesterly, and having a radius of 560.00 feet; thence run Northeasterly along the arc of said curve 301.86 feet through a central angle of 30°53'06" to a point; thence run S.36°19'27"E. 176.77 feet; thence S.59°21'01"E. 1217.29 feet to a point on a curve concave Southwesterly and having a radius of 948.78 feet; thence from a tangent bearing of S.57°24'58"E. run Southwesterly along the arc of said curve 101.74 feet through a central angle of 6°08'38" to a point on a curve concave Southeasterly, and having a radius of 645.75 feet; thence from a tangent bearing of N.47°54'22"E. run Northeasterly along the arc of said curve 251.76 feet through a central angle of 22°20'16" to a point; thence N.66°49'48"E. 81.94 feet to a point on a curve concave Southerly and having a radius of 655.75 feet; thence from a tangent bearing of N.77°24'32"E. run Easterly along the arc of said curve 106.00 feet

through a central angle of $02^{\circ}49'40''$ to a point on a curve concave Easterly, and having a radius of 505.31 feet; thence from a tangent bearing of $S.24^{\circ}33'54''W.$, run Southerly along the arc of said curve 251.62 feet through a central angle of $28^{\circ}31'51''$ to the point of compound curvature of a curve concave Northeasterly, and having a radius of 256.45 feet; thence run Southeasterly along the arc of said curve 275.19 feet through a central angle of $61^{\circ}29'01''$ to the point of tangency; thence run $S.65^{\circ}26'57''E.$ 274.82 feet; thence $S.01^{\circ}44'18''E.$ 391.31 feet; thence $S.31^{\circ}23'33''E.$ 243.87 feet; thence $S.62^{\circ}21'34''W.$ 407.60 feet; thence $S.01^{\circ}44'18''E.$ 37.70 feet; thence $S.88^{\circ}15'42''W.$ 86.00 feet; thence $N.01^{\circ}44'18''W.$ 25.22 feet; thence $S.88^{\circ}15'42''W.$ 130.00 feet; thence $N.01^{\circ}44'18''W.$ 10.63 feet to a point on a curve concave Northeasterly, and having a radius of 302.00 feet; thence from a tangent bearing of $N.71^{\circ}30'44''W.$ run Northwesterly along the arc of said curve 142.66 feet through a central angle of $27^{\circ}03'54''$ to the point of tangency; thence run $N.44^{\circ}26'50''W.$ 122.72 feet to the point of curvature of a curve concave Southwesterly and having a radius of 968.00 feet; thence run Northwesterly along the arc of said curve 246.11 feet through a central angle of $14^{\circ}34'03''$ to a point; thence run $S.30^{\circ}59'07''W.$ 10.00 feet to a point on a curve concave Southwesterly, and having a radius of 958.00 feet; thence from a tangent bearing of $N.59^{\circ}00'53''W.$ run Westerly along the arc of said curve 152.73 feet through a central angle of $9^{\circ}08'05''$ to a point on a curve concave Southwesterly and having a radius of 128.00 feet; thence from a tangent bearing of $N.20^{\circ}03'00''W.$, run Northwesterly along the arc of said curve 14.09 feet through a central angle of $6^{\circ}18'25''$ to a point on a curve concave Southerly and having a radius of 968.00 feet; thence from a tangent bearing of $N.68^{\circ}44'21''W.$, run Westerly along the arc of said curve 235.11 feet through a central angle of $13^{\circ}54'58''$ to the point of tangency; thence run $N.82^{\circ}39'19''W.$ 163.28 feet to the point of curvature of a curve concave Southerly, and having a radius of 868.00 feet; thence run Westerly along the arc of said curve 259.39 feet through a central angle of $17^{\circ}07'20''$ to a point; thence run $S.09^{\circ}46'39''E.$ 96.00 feet; thence $S.03^{\circ}50'05''E.$ 54.31 feet; thence $S.10^{\circ}13'35''E.$ 101.00 feet to a point on the Northerly line of the "Lake Cohen, Little Lake Cohen, and Surrounding Park" parcel as described in aforesaid Exhibit "A" in the Warranty Deed, recorded in O.R. Book 3527, Page 1913, public records of Orange County, Florida, said point being on a curve concave Southerly, and having a radius of 617.00 feet; thence run Westerly along said Northerly line of "Lake Cohen, Little Lake Cohen, and Surrounding Park" and along the Northerly line of aforesaid "Recreation Complex", the following courses: thence from a tangent bearing of $S.79^{\circ}46'25''W.$, run Westerly along the arc of said curve a distance of 154.20 feet through a central angle of $14^{\circ}19'11''$ to the point of reverse curvature of a curve concave Northerly, and having a radius of 1616.09 feet; thence run Westerly along the arc of said curve 187.99 feet through a central angle of $6^{\circ}39'54''$ to the point of reverse curvature of a curve concave Southerly, and having a radius of 2078.73 feet; thence run Westerly along the arc of said curve 155.22 feet through a central angle of $4^{\circ}16'42''$ to the point of tangency; thence run $S.67^{\circ}50'26''W.$ 56.45 feet to the point of curvature of a curve concave Northerly, and having a radius of 693.00 feet; thence run Westerly along the arc of said curve 242.22 feet through a central angle of $20^{\circ}01'34''$ to the point of tangency; thence run $S.87^{\circ}52'00''W.$ 177.44 feet to the point of curvature of a curve concave Southerly, and having a radius of 314.08 feet; thence run Westerly along the arc of said curve 84.74 feet through a central angle of $15^{\circ}27'29''$ to the point of tangency; thence run $S.72^{\circ}24'41''W.$ 79.20 feet to the point of beginning, containing 103.3363 acres more or less.

and further conveying unto the Grantee:

DESCRIPTION OF WELL SITE NO. 1:

From the Southwest corner of the Southeast 1/4 of Section 26, Township 20 South, Range 27 East, Orange County, Florida, run N.03°27'20"W. along the West line of said Southeast 1/4 of Section 26, a distance of 1436.73 feet to a point on the North line of "Oak Grove Village Condominium", as recorded in Condo. Book 4, pages 106 and 107, public records of Orange County, Florida; thence continue N.03°27'28"W. along said West line of Section 26, a distance of 1149.29 feet; thence leaving said West line, run N.82°44'47"E. 674.54 feet to the point of beginning; thence run N.07°15'13"W. 17.83 feet; thence N.47°30'32"E. 11.48 feet; thence N.82°44'47"E. 42.61 feet; thence S.07°15'13"E. 52.00 feet; thence S.82°44'47"W. 38.26 feet; thence N.61°29'45"W. 16.93 feet; thence N.07°15'13"W. 17.60 feet to the point of beginning, containing 2605 square feet more or less.

and,

DESCRIPTION OF WELL SITE NO. 2

From the Southwest corner of the Southeast 1/4 of Section 26, Township 20 South, Range 27 East, Orange County, Florida, run $N.03^{\circ}27'28''W.$ along the West line of said Southeast 1/4 of Section 26, a distance of 1436.73 feet to a point on the North line of "Oak Grove Village Condominium", as recorded in Condo. Book 4, pages 106 and 107, public records of Orange County, Florida; thence continue $N.03^{\circ}27'28''W.$ along said West line, 2018.85 feet; thence, leaving said West line run $S.59^{\circ}35'01''E.$ 856.30 feet to the point of curvature of a curve concave Northerly, and having a radius of 504.79 feet; thence run Easterly along the arc of said curve 301.16 feet through a central angle of $29^{\circ}30'26''$ to the point of tangency; thence run $N.09^{\circ}05'27''E.$ 64.62 feet to the point of curvature of a curve concave Northwesterly, and having a radius of 360.00 feet; thence run Northeasterly along the arc of said curve 292.74 feet through a central angle of $46^{\circ}35'26''$ to the point of tangency; thence run $N.44^{\circ}19'07''E.$ 158.90 feet to the point of curvature of a curve concave Southeasterly, and having a radius of 926.80 feet; thence run Northeasterly along the arc of said curve 62.61 feet through a central angle of $3^{\circ}52'13''$ to a point; thence leaving said curve, run $S.40^{\circ}27'05''E.$ 267.74 feet to the point of curvature of a curve concave Westerly, and having a radius of 300.00 feet; thence run Southerly along the arc of said curve 91.42 feet through a central angle of $17^{\circ}27'33''$ to the point of tangency; thence run $S.22^{\circ}59'30''E.$ 225.98 feet to the point of beginning; thence run $N.67^{\circ}00'30''E.$ 26.00 feet; thence $S.22^{\circ}59'30''E.$ 52.00 feet; thence $S.67^{\circ}00'30''W.$ 52.00 feet; thence $N.22^{\circ}59'30''W.$ 52.00 feet; thence $N.67^{\circ}00'30''E.$ 26.00 feet to the point of beginning, containing 2704 square feet more or less.

and,

DESCRIPTION OF WELL SITE 131

From the Southeast corner of the West 3/4 of Section 25, Township 20 South, Range 27 East, Orange County, Florida, run N.02°47'04"W. along the East line of said West 3/4 of Section 25, a distance of 2863.81 feet to the Northeast corner of "Banbury Village Condominium", as recorded in Condo. Book 5, Pages 1 & 2, public records of Orange County, Florida; thence continue N.02°47'04"W. along said East line, 1005.19 feet; thence leaving said East line, run N.89°19'43"W. 1902.30 feet to a point on a curve concave Southerly, and having a radius of 568.00 feet; thence from a tangent bearing of N.85°34'41"W.; run Westerly along the arc of said curve 134.05 feet through a central angle of 13°31'19" to the point of beginning; thence run S.09°06'00"E. 20.00 feet to a point on a curve concave Southerly and having a radius of 548.00 feet; thence from a tangent bearing of S.80°54'00"W., run Westerly along the arc of said curve 38.90 feet through a central angle of 4°04'00" to a point; thence run N.13°10'00"W. 20.00 feet to a point on a curve concave Southerly, and having a radius of 568.00 feet; thence from a tangent bearing of N.80°54'00"E. run Easterly along the arc of said curve 40.37 feet through a central angle of 4°04'00" to the Point of Beginning, containing 792.1 square feet more or less

and, incl. in the insured property

Exhibit "A"

AND the following Unit Numbers of OAK GROVE VILLAGE CONDOMINIUM,
a Condominium according to the Declaration of Condominium
recorded in OR Book 3034, Page 1441, of the Public Records of
Orange County, Florida, and all exhibits and amendments thereof
and Condominium Plat Book 4, Page 106, of the Public Records of
Orange County, Florida, together with an undivided interest in
and to the common elements as described in said Declaration
appurtenant thereto, all in accordance with and subject, however,
to all of the provisions of the said Condominium.

UNIT NUMBERS:

B	26	87	88
MV2	27	88	89
MV3	28	89	90
MV8	29	90	92
MV12	31	91	93
1	02	92	95
2	03	93	98
0	04	94	97
7	37	98	99
8	09	67	102
9	40	88	110
10	42	74	114
11	44	76	115
13	47	79	118
16	49	81	123
17	50	83	125
19	51	84	128
20	52	85	128
23	53	86	129
24	58	87	102

Exhibit "A"

AND the following Unit Numbers of CITRUS RIDGE VILLAGE CONDOMINIUM, a Condominium according to the Declaration of Condominium recorded in OR Book 1048, Page 387, of the Public Records of Orange County, Florida, and all exhibits and amendments thereof and Condominium Plat Book 4, Page 139, of the Public Records of Orange County, Florida, together with an undivided interest in and to the common elements as described in said Declaration appurtenant thereto, all in accordance with and subject, however, to all of the provisions of the said Condominium.

UNIT NUMBERS:

1420	1478	1520
1422	1470	1527
1424	1478	1531
1429	1470	1533
1430	1477	1535
1433	1480	1536
1438	1482	1537
1439	1483	1538
1441	1484	1539
1442	1488	1540
1443	1487	1541
1445	1488	1548
1446	1489	1550
1447	1490	1545
1448	1492	1548
1450	1493	1552
1451	1500	1554
1452	1501	1555
1453	1502	1769
1454	1504	1770
1455	1506	1772
1481	1507	1774
1482	1508	1775
1483	1511	1777
1484	1514	1778
1485	1519	(R-1)
1486	1520	(R-8)
1488	1524	(R-8)
1470	1525	

Exhibit "A"

AND the following Unit Numbers of BAINBURY VILLAGE CONDOMINIUM, a Condominium according to the Declaration of Condominium recorded in OR Book 3053, Page 130, of the Public Records of Orange County, Florida, and all exhibits and amendments thereof and Condominium Plat Book 3, Page 1, of the Public Records of Orange County, Florida; together with an undivided interest in and to the common elements as described in said Declaration appurtenant thereto, all in accordance with and subject, however, to all of the provisions of the said Condominium.

UNIT NUMBERS:

1364	1607	1677	1720	1779
1368	1608	1678	1724	1780
1369	1610	1679	1725	1781
1367	1614	1680	1727	1786
1368	1624	1681	1728	1787
1369	1629	1682	1730	1791
1370	1630	1684	1731	1794
1371	1631	1686	1733	
1372	1632	1688		1796
1374	1642	1690	1704	1801
1389	1684	1692	1735	1803
1402	1688	1694	1738	1804
1403	1689	1698	1743	1808
1405	1687	1697	1745	1808
1406	1688	1704	1746	1807
1409	1689	1711	1747	1808
1412		1712	1749	1809
1413	1670	1713	1758	1816
1416	1671	1716	1769	1821
1418	1673	1717	1761	1823
1419	1675	1718	1767	1828
1608	1676	1719	1768	

together with

TOGETHER WITH THE FOLLOWING DESCRIBED EASEMENTS: (O.R. Book 3339, Page 1098)

A perpetual utility easement for construction, operation, utilization and maintenance of underground sanitary sewer pipes and conduits under a strip of land 20.00 feet in width, described as follows:

From the Northwest corner of the Northeast 1/4 of Section 35, Township 20 South, Range 27 East, Orange County, Florida, run N.87°09'16"E. along the North line of the Northeast 1/4 of said Section 35, a distance of 690.36 feet to the point of beginning; thence continue N.87°09'16"E. along said North line 70.16 feet to a point on the Southerly boundary line of "Oak Grove Village Condominium" as recorded in Condo. Book 4, page 106 and 107, public records of Orange County, Florida, said point being on a curve concave Northerly and having a radius of 243.00 feet; thence from a tangent bearing of S.45°54'06"E. run Easterly along the arc of said curve and said Southerly boundary line 138.98 feet through a central angle of 32°46'06"; thence run S.13°41'11"W. 13.18 feet; thence S.13°53'49"E. 18.33 feet; thence N.64°45'19"W. 213.07 feet to the point of beginning.

AND

A perpetual sewer easement for construction, operation, utilization and maintenance of underground sanitary sewer pipes and conduits under a strip of land 20.00 feet in width, described as follows:

From the Northwest corner of the Northeast 1/4 of Section 35, Township 20 South, Range 27 East, Orange County, Florida, run N.87°09'16"E. along the North line of the Northeast 1/4 of said Section 35, a distance of 760.52 feet to a point on the Southerly boundary line of "Oak Grove Village Condominium" as recorded in Condominium Book 4, Pages 106 and 107, public records of Orange County, Florida, said point being on a curve concave Northerly and having a radius of 243.00 feet; thence from a tangent bearing of S.45°54'06"E. run Easterly along the arc of said curve and said Southerly boundary line 128.98 feet through a central angle of 30°24'42" to the Southeast corner of Lot 89, said Oak Grove Village Condominium and the point of beginning; thence run S.13°41'11"W. along a Southerly extension of the East line of said Lot 89, a distance of 15.44 feet; thence S.13°53'49"E. 157.00 feet; thence S.67°29'27"E. 137.92 feet to the point of termination, the side lines of said strip extending so as to begin on said Southerly boundary line of Oak Grove Village Condominium, LESS that portion of said strip lying within road right-of-way for Yothore Road, as recorded in O.R. Book 2658, Page 1318, Public Records of Orange County, Florida.

and,

INGRESS - EGRESS EASEMENT DESCRIPTION: (North Citrus Circle)

An Ingress - Egress easement over a strip of land 54.00 feet wide, the centerline of said strip being described as follows:

From the Southwest corner of the Southeast 1/4 of Section 26, Township 20 South, Range 27 East, Orange County, Florida, run N.03°27'28"W. along the West line of said Southeast 1/4 of Section 26, a distance of 1436.73 feet to a point on the North line of "Oak Grove Village Condominium", as recorded in Condo. Book 4, Pages 106 & 107, public records of Orange County, Florida; thence run N.73°24'02"E. along said North line 534.93 feet to a point on the Westerly line of the Western part of "Cayman Circle" (100 foot right-of-way), as described in Exhibit "A" of the Warranty Deed, recorded in O.R. Book 3527, Page 1913, public records of Orange County, Florida; thence run N.06°08'16"W. along said Westerly line, 93.62 feet to the Northwest corner of said Cayman Circle; thence run N.83°51'44"E. 50.00 feet; thence N.06°08'16"W. 133.03 feet to a point on a curve concave Northerly, and having a radius of 618.23 feet; thence from a tangent bearing of N.83°51'44"E., run Easterly along the arc of said curve 97.42 feet through a central angle of 9°01'44" to the point of beginning; thence continue Easterly along the arc of said curve 26.16 feet through a central angle of 2°25'29" to the point of tangency. thence run N.72°24'31"E. 79.21 feet to the point of curvature of a curve concave Southerly, and having a radius of 442.00 feet; thence run Easterly along the arc of said curve 119.27 feet through a central angle of 15°27'29" to the point of tangency. thence run N.87°52'00"E. 177.44 feet to the point of curvature of a curve concave Northerly and having a radius of 565.00 feet; thence run Easterly along the arc of said curve 197.48 feet through a central angle of 20°01'34" to the point of tangency thence run N.67°50'26"E. 56.45 feet to the point of curvature of a curve concave Southerly and having a radius of 2206.73 feet; thence run Easterly along the arc of said curve 164.78 feet through a central angle of 4°16'42" to the point of reverse curvature of a curve concave Northerly, and having a radius of 1488.09 feet; thence run Easterly along the arc of said curve 173.10 feet through a central angle of 6°39'54" to the point of reverse curvature of a curve concave Northerly, and having a radius of 745.00 feet; thence run Easterly along the arc of said curve 189.22 feet through a central angle of 14°33'08" to the point of termination.

and,

DESCRIPTION OF INGRESS - EGRESS EASEMENT TO WELL SITE NO. 1:

An Ingress - egress easement over a strip of land 20.00 feet wide, the centerline of said strip being described as follows:

From the Southwest corner of the Northeast 1/4 of Section 26, Township 20 South, Range 27 East, Orange County, Florida, run N.03°27'28"W. along the West line of said Northeast 1/4 of Section 26, a distance of 1436.73 feet to a point on the North line of "Oak Grove Village Condominium", as recorded in Condo. Book 4, pages 106 and 107, public records of Orange County, Florida; thence continue N.03°27'28"W. along said West line a distance of 1149.29 feet; thence leaving said West line, run N.82°44'47"E. 429.94 feet to the point of beginning; thence continue N.82°44'47"E. 244.60 feet to the point of termination of said easement.

and,

DESCRIPTION OF INGRESS - EGRESS EASEMENT FOR WELL SITE NO. 2

An ingress - egress easement over a strip of land 30.00 feet wide, the centerline of said strip being described as follows:

From the Southwest corner of the Southeast 1/4 of Section 26, Township 20 South, Range 27 East, Orange County, Florida, run N.03°27'28"W. along the West line of said Southeast 1/4 of Section 26, a distance of 1436.73 feet to a point on the North line of "Oak Grove Village Condominium", as recorded in Condo. Book 4, pages 106 and 107, public records of Orange County, Florida; thence continue N.03°27'28"W. along said West line, 2018.05 feet; thence, leaving said West line run S.59°35'01"E, 630.19 feet to the point of beginning; thence continue S.59°35'01"E, 226.11 feet to the point of curvature of a curve concave Northerly, and having a radius of 584.79 feet; thence run Easterly along the arc of said curve 301.16 feet through a central angle of 29°30'26" to the point of tangency; thence run S.89°05'27"E, 84.62 feet to the point of curvature of a curve concave Northwestealy, and having a radius of 360.00 feet; thence run Northeastealy along the arc of said curve 292.74 feet through a central angle of 46°35'26" to the point of tangency; thence run N.44°19'07"E, 158.90 feet to the point of curvature of a curve concave Southeastealy, and having a radius of 926.00 feet; thence run Northeastealy along the arc of said curve 62.61 feet through a central angle of 3°52'13" to a point; thence leaving said curve, run N.40°27'03"E, 267.74 feet to the point of curvature of a curve concave Westerly, and having a radius of 300.00 feet; thence run Southerly along the arc of said curve 91.42 feet through a central angle of 17°27'33" to the point of tangency; thence run S.22°59'30"E, 225.98 feet to the point of termination and the end of this easement.

and,

DESCRIPTION OF INGRESS - EGRESS EASEMENT FOR WELL SITE 13:

A strip of land 20.00 feet wide, the northerly line of said strip being described as follows:

From the Southeast corner of the West 3/4 of Section 25, Township 20 South, Range 27, East, Orange County, Florida, run N.02°47'04"W. along the East line of said West 3/4 of Section 25, a distance of 2863.81 feet to the Northeast corner of "Banbury Village Condominium", as recorded in Condo. Book 5, Pages 1 & 2, public records of Orange County, Florida; thence continue N.02°47'04"W. along said East line, 1005.19 feet; thence leaving said East line, run N.89°19'43"W. 1902.30 feet to the point of beginning. Said point being on a curve concave southerly, and having a radius of 568.00 feet; thence from a tangent bearing of N.85°34'41"W., run westerly along the arc of said curve 134.05 feet through a central angle of 13°31'19" to the point of termination.

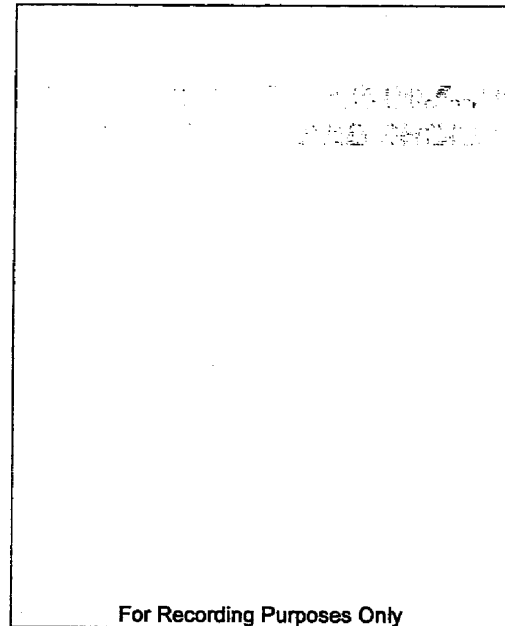
EXHIBIT "B"

PERMITS, CERTIFICATES AND APPROVALS

1. Consumptive Use Permit No. 3278 issued by the St. Johns River Water Management District to Zellwood Station Co-Op, Inc. dated May 11, 2004.

**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

Thomas A. Cloud, Esq.
GRAYROBINSON, P.A.
301 East Pine Street, Suite 1400
Post Office Box 3068
Orlando, FL 32802-3068
(407) 843-8880



**INDEMNITY AGREEMENT
BY AND BETWEEN
ZELLWOOD STATION CO-OP, INC
AND
THE CITY OF APOPKA**

THIS AGREEMENT (this "Agreement"), is made and entered into this 14th day of April, 2006, by and between **ZELLWOOD STATION CO-OP, INC.**, an Florida corporation ("the CO-OP") and **THE CITY OF APOPKA**, a Florida municipal corporation ("Apopka").

RECITALS

1. Prior to the date of this Agreement, the Co-Op has been the retail provider of water and wastewater utility services within an unincorporated area of Orange County, Florida, more specifically described in Exhibit "A" hereto ("the Service Area") and owns real property within said Service Area, which real property is more specifically described in Exhibit "B" ("Co-Op Property").

2. Simultaneously with the execution of this Agreement, the CO-OP has sold and conveyed to Apopka certain assets and rights associated with the provision of wholesale water, wastewater and reclaimed water within the Service Area pursuant to the City of Apopka/Zellwood Station Co-Op, Inc. Water, Wastewater and Reclaimed Water Service Area Agreement (the "Service Agreement"), by and between the CO-OP and Apopka.

3. The owners of those parcels of real property located within the Service Area and more particularly described in Exhibit "C" hereto (the "Undeveloped Properties") were originally granted certain rights and expectations by the CO-OP with respect to the availability and cost of water and wastewater service for future development on such properties, should such development ever take place.

4. Neither the CO-OP nor Apopka intends for Apopka to be liable for or to honor any commitments made by the CO-OP to the benefit of the Undeveloped Parcels with respect to any pre-paid utility charges or fees which may arise in the future.

5. Pursuant to the terms of Section 6.15 of the Service Agreement, the CO-OP has consented to enter into a binding covenant with Apopka indemnifying and holding Apopka harmless against any future claims by owners of the Undeveloped Parcels against Apopka for free or reduced fees or charges for water or wastewater utility service based on pre-existing commitments by the CO-OP.

ACCORDINGLY, in consideration of the Recitals hereof, for and in consideration of the mutual undertakings and agreements herein contained and assumed and other good and valuable considerations received by each party from the other, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

SECTION 1. RECITALS. The above recitals are true and correct, and form a material part of this Agreement.

SECTION 2. INDEMNITY AND HOLD HARMLESS OBLIGATIONS. CO-OP shall defend, indemnify and hold harmless Apopka from and against all liabilities (including reasonable attorneys' fees, court costs and other costs and expenses incurred in defending against such liabilities or claims) arising from claims by the current or subsequent owners of the Undeveloped Parcels that such owner is entitled to (a) a waiver of otherwise applicable Apopka water or wastewater capital charges or fees as a condition of providing water or wastewater or both to the applicable Undeveloped Parcel or (b) a reduction in otherwise applicable Apopka water or wastewater capital charges or fees as a condition of providing water or wastewater, or both, to the applicable Undeveloped Parcel where in either case, such claim is based on the owner's assertion that it is entitled to the waiver or reduction based on a contractual arrangement or covenant with the CO-OP or its successor in interest to the Co-Op Property.

SECTION 3. LIMITATION OF LIABILITY.

3.1. No Consequential Damages. Notwithstanding any other provision of this Agreement, neither the CO-OP nor its officers, directors, employees, agents, representatives, successors or assigns (including any future owner of the Co-Op Property) shall be liable to Apopka, whether in contract, strict liability, tort (including negligence), or otherwise, for special, indirect, incidental or consequential damages of any kind including without limitation damage to property, loss of profits or revenue, loss of use of equipment, or cost of capital.

3.2 Termination of Indemnity Obligations. The indemnity obligations set forth in Section 2 shall terminate and be of no further effect when the owner of the last lot within the Undeveloped Parcels has paid Apopka any applicable water and wastewater utility capital charges and fees for the initial service or such obligation to pay Apopka has otherwise been waived or discharged.

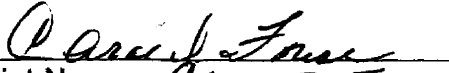
SECTION 4. MISCELLANEOUS.

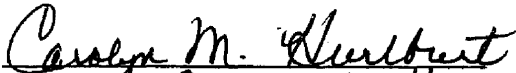
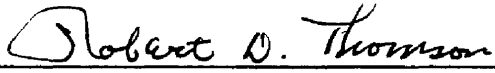
4.1 Covenant Running With the Land. This Agreement and the indemnity obligations contained in Article 2 shall be deemed to be a covenant running with the Co-Op Property, binding upon the CO-OP and its successors in interest to the Co-Op Property. The parties acknowledge and agree that this Agreement shall be recorded in the records of Orange County, Florida.

4.2. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereby have hereunder executed this Agreement on the day and year first above written.

ZELLWOOD STATION CO-OP, INC.


Print Name: CAROL D. FOUSE

 By: 
Print Name: CAROLYN M. HURLBURT Robert D. Thomson, President

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 14 day of April, 2006 by Robert D. Thomson as President of ZELLWOOD STATION CO-OP, INC. an Florida corporation, known to me to be the person described herein and who executed the foregoing.

Karen F. McMican
Signature of Notary Public

KAREN F. McMican
Print Notary Name

My Commission Expires: 2-9-09

Commission No.: DD394844

Personally known, or

Produced Identification

Type of Identification Produced

AFFIX NOTARY STAMP

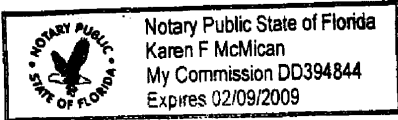


EXHIBIT "A"

SERVICE AREA

EXHIBIT "B"

CO-OP PROPERTY

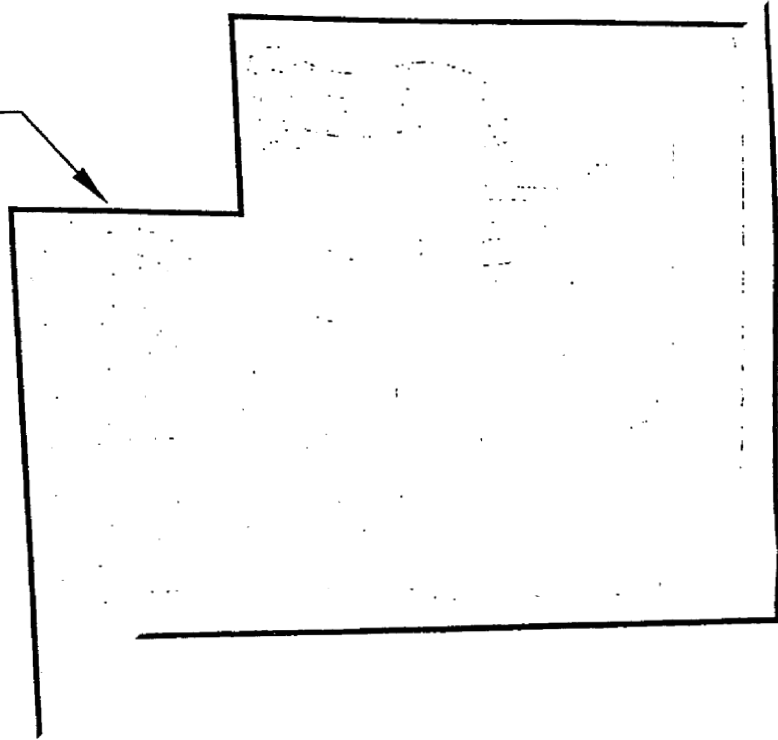
EXHIBIT "C"

UNDEVELOPED PROPERTIES

EXHIBIT "A"
SERVICE AREA

**ZELLW
CO-OPERATIVE AREA**
STATION

PARCEL 1



38

From the Southwest corner of the Southeast 1/4 of Section 26, Township 20 South, Range 27 East, Orange County, Florida, run N.87°09'16"E. along the South line of said Section 26, a distance of 7.536 feet to the Point of Beginning on the Easterly right-of-way line of U.S. Highway No. 441, said point being on a curve concave Southwesterly and having a radius of 5859.65 feet; thence from a tangent bearing of S.41°51'48"E., run Southeasterly along the arc of said curve 137.88 feet through a central angle of 1°20'54" to a point; thence leaving said Easterly right-of-way line, run N.48°51'14"E. 222.89 feet to a point lying 30.00 feet North of said South line of Section 26; thence run N.87°09'16"E. parallel with said South line, 468.63 feet to a point on a curve concave Northeasterly and having a radius of 243.00 feet, said point also being on the Westerly line of the Southeastern portion of "Oak Grove Village Condominium", as recorded in Condominium Book 4, pages 106 and 107, public records of Orange County, Florida; thence run Northerly along said Westerly line of Oak Grove Village Condominium; the following courses: from a tangent bearing of N.36°50'50"W., run Northerly along the arc of said curve 3.71 feet through a central angle of 00°52'28" to the point of tangency; thence run N.35°58'34"W. 121.96 feet to the point of curvature of a curve concave Easterly, and having a radius of 365.34 feet; thence run Northerly along the arc of said curve 249.84 feet through a central angle of 39°10'55" to a point; thence run N.51°47'32"W. 43.77 feet to a point on a curve concave Westerly, and having a radius of 205.00 feet; thence from a tangent bearing of N.20°08'13"E. run Northerly along the arc of said curve 50.00 feet through a central angle of 13°58'28" to the point of tangency; thence run N.06°09'45"E. 32.82 feet to the point of curvature of a curve concave Westerly, and having a radius of 757.94 feet; thence run Northerly along the arc of said curve 103.96 feet through a central angle of 7°51'31" to the point of compound curvature of a curve concave Westerly and having a radius of 1730.00 feet; thence run Northerly along the arc of said curve 335.92 feet through a central angle of 11°07'31" to a point; thence run N.01°26'07"E. 204.45 feet; thence N.50°26'15"E. 65.85 feet to a point on the Southwesterly line of "Cayman Circle" (100 foot right-of-way), as described in exhibit "A" of Warranty Deed recorded in O.R. Book 3527, page 1913, public records of Orange County, Florida, said point being on a curve concave Northeasterly, and having a radius of 550.00 feet; thence from a tangent bearing of N.44°46'44"W., and leaving said Southeast portion of "Oak Grove Village Condominium" run Northwesterly along said Southwesterly line of Cayman Circle, and along the arc of said curve 100.14 feet through a central angle of 10°25'54" to the Eastern most corner of the Northwest portion of said "Oak Grove Village Condominium"; thence leaving said Southwesterly line of Cayman Circle, run Westerly along the Southerly line of said Northwest portion of "Oak Grove Village Condominium, the following courses: run S.50°26'15"W. 98.69 feet; thence S.24°58'29"W. 67.92 feet; thence S.87°01'19"W. 125.56 feet; thence S.03°56'49"W. 170.97 feet; thence S.78°01'37"E. 60.85 feet; thence S.32°10'35"E. 55.90 feet; thence S.04°44'54"W. 87.45 feet; thence S.13°46'05"E. 78.83 feet; thence S.14°33'41"W. 96.19 feet; thence S.29°00'06"W. 78.20 feet; thence S.56°33'47"W. 35.61 feet; thence N.84°37'14"W. 42.50 feet; thence N.64°39'50"W. 74.13 feet; thence S.89°38'19"W. 91.08 feet; thence N.30°40'58"W. 127.70 feet; thence N.03°01'40"E. 478.48 feet; thence S.87°01'19"W. 98.45 feet to the point of curvature of a curve concave Southeasterly, and having a radius of 65.00 feet; thence run Southwesterly along the arc of said curve 82.78 feet through a central angle of 72°58'20" to the point of compound curvature of a curve concave Easterly, and having a radius of 185.00 feet; thence run Southerly along the arc of said curve 42.48 feet through a central angle of 13°09'27" to a point on a curve concave Northerly and having a radius of 160.00 feet; thence from a tangent bearing of S.47°45'54"W., run Westerly along the arc of said curve 114.60 feet through a central angle of 41°02'20" to a point; thence leaving said Southerly line of the Northwest portion of "Oak Grove Village Condominium", run S.03°29'34"E. 416.08 feet to the Point of Curvature of a curve concave Northeasterly, and having a radius of 192.57 feet; thence run Southerly along the arc of said curve 177.02 feet through a central angle of 52°40'10" to the point of tangency; thence run S.56°09'44"E. 82.92 feet to the point of curvature of a curve concave Northerly, and having a radius of 324.10 feet; thence run Easterly along the arc of said curve 230.93 feet through a central angle of 10°40'30" to a point; thence run S.68°40'27"E. 91.34 feet to the point of curvature of a curve concave Southwesterly, and having a radius

thence S.49°57'24" E. 2.19 feet; thence S.59°01' W. 15.66 feet; thence S.84°16'17"W. 16.95 feet; thence N.78°07'33"W. 20.43 feet; thence S.46°58'49"W. 15.70 feet to a point on the aforesaid Easterly right-of-way line of U.S. Highway No. 441, said point being on a curve concave Southwesterly, and having a radius of 5859.65 feet; thence from a tangent bearing of S.43°01'11"E., run Southeasterly along the arc of said curve, and along said Easterly right-of-way line, 118.27 feet through a central angle of 01°09'23" to the point of beginning, containing 13.5992 acres more or less.

DESCRIPTION TRACT TWO:

From the Southwest corner of the Southeast 1/4 of Section 26, Township 20 South, Range 27 East, Orange County, Florida, run N.03°27'28"W. along the West line of said Southeast 1/4 of Section 26, a distance of 1436.73 feet to the Point of Beginning on the Northerly line of Oak Grove Village Condominium, as recorded in Condo. Book 4, Page 106 and 107, public records of Orange County, Florida; thence continue N.03°27'28"W. along said West line of the Southeast 1/4 of Section 26, and along the West line of the Northeast 1/4 of said Section 26, a distance of 3300.10 feet; thence leaving said West line run N.89°49'16"E. parallel with the South line of said Northeast 1/4 of Section 26, a distance of 788.00 feet; thence N.03°27'28"W. parallel with said West line of the Northeast 1/4 of Section 26, a distance of 669.00 feet to a point on the South right-of-way line of Poncan Road (60 foot right-of-way); thence run N.89°49'16"W. along said South right-of-way line 1894.65 feet to a point on the West line of the Northwest 1/4 of Section 25, Township 20 South, Range 27 East, Orange County, Florida; thence continuing along said South right-of-way line, run N.85°44'53"E. 2645.96 feet to a point on the West line of the Northeast 1/4 of said Section 25, thence continuing along said right-of-way line run N.87°35'27"E. 1349.22 feet to a point on the East line of the West 3/4 of said Section 25; thence leaving said South right-of-way line, run S.02°47'04"E. along said East line of the West 3/4 of Section 25, a distance of 2455.70 feet to the Northeast corner of "Banbury Village Condominium" as recorded in Condo. Book 5, Pages 1 & 2, public records of Orange County, Florida; thence run Westerly along the Northerly line of said "Banbury Village Condominium", the following courses: run S.75°51'06"W. 340.42 feet to a point on a curve, concave Westerly and having a radius of 628.26 feet; thence from a tangent bearing of S.14°08'54"E., run Southerly along the arc of said curve 25.17 feet through a central angle of 2°17'44" to a point; thence run S.78°08'50"W. 86.00 feet to a point on a curve concave Westerly and having a radius of 542.26 feet; thence from a tangent bearing of S.11°51'10"E run Southerly along the arc of said curve 19.69 feet through a central angle of 2°04'48" to the Point of Tangency; thence run S.09°46'22"E. 398.62 feet to the Point of Curvature of a curve concave Westerly, and having a radius of 368.41 feet; thence run Southerly along the arc of said curve 86.20 feet through a central angle of 13°24'24" to a point on a curve concave Southerly, and having a radius of 602.00 feet thence from a tangent bearing of N.78°17'10"W., run Westerly along the arc of said curve 512.17 feet through a central angle of 48°44'45" to the Point of Tangency; thence run S.52°58'06"W 257.62 feet to a point on a curve concave Easterly, and having a radius of 120.00 feet; thence from a tangent bearing of S.89°50'10"W., run Westerly and Southerly along the arc of said curve, 282.24 feet, through a central angle of 134°45'34" to the Point of Tangency; thence run S.44°55'24"E. 129.66 feet to point on a curve concave Southerly having a radius of 517.50 feet; thence from a tangent bearing of S.45°04'36"W., run Southwesterly along the arc of said curve 360.01 feet through a central angle of 39°51'34" to the point of reverse curvature of a curve concave Northwesterly, and having a radius of 429.00 feet; thence run Southwesterly along the arc of said curve 412.11 feet through a central angle of 55°02'22" to a point on the East line of Unit 1645 of Citrus Ridge Village Condominium as recorded in Condo. Book 4, Pages 135 and 136, public records of Orange County, Florida; thence run N.29°44'36"W. along said East line of Unit 1645, a distance of 7.00 feet to the Northerlymost corner of said Unit 1645, said corner being on a curve concave Northwesterly and having a radius of 422.06 feet; thence run Westerly. along the Northerly line of said Citrus Ridge Village Condominium, the following courses: from a tangent bearing of S.60°15'24"W. run Westerly along the arc of said curve 107.69 feet through central angle of 14°37'16" to the point of compound curvature of a curve concave Northerly and having a radius of 700.7 feet; thence run Westerly along the arc of said curve 322.85 feet through a central angle of 26°23'48" to a point; thence run N.34°05'28"W. 450.44 feet to the point of curvature of a curve concave Easterly, and having a radius of 291.63 feet; thence run Southerly along the arc of said curve 106.60 feet

01°38'30" to a point; thence run N.12°04'33"W. 86.00 feet to a point on a curve concave Southerly and having a radius of 1133.00 feet; thence from a tangent bearing of N.77°55'28"E., run Easterly along the arc of said curve 145.57 feet through a central angle of 07°21'42" to the point of tangency; thence run N.85°17'09"E. 55.78 feet; thence N.04°42'51"W. 18.44 feet to the point of curvature of a curve concave Westerly, and having a radius of 347.00 feet; thence run Northerly along the arc of said curve 170.68 feet through a central angle of 28°10'56" to a point; thence run N.57°06'13"E. 86.00 feet to a point on a curve concave Westerly, and having a radius of 433.00 feet; thence from a tangent bearing of N.32°53'47"W., run Northerly along the arc of said curve 24.97 feet through a central angle of 3°18'15" to a point; thence run S.53°47'59"W. 86.00 feet to a point on a curve concave Southwesterly, and having a radius of 347.00 feet; thence from a tangent bearing of N.36°12'01"W., run Northerly along the arc of said curve 92.11 feet through a central angle of 15°12'33" to the point of tangency; thence run N.51°24'34"W. 94.66 feet to the point of curvature of a curve concave Southerly, and having a radius of 162.00 feet; thence run Westerly along the arc of said curve 162.54 feet through a central angle of 57°29'10" to the point of tangency; thence run S.71°06'17"W. 370.25 feet to the point of curvature of a curve concave Northerly, and having a radius of 1078.00 feet; thence run Westerly along the arc of said curve 717.62 feet through a central angle of 38°08'29" to the point of tangency; thence run N.70°45'14"W. 420.34 feet to the point of curvature of a curve concave Southerly, and having a radius of 1047.00 feet; thence run Westerly along the arc of said curve 514.79 feet through a central angle of 28°10'16" to the point of tangency; thence run S.81°04'30"W. 337.46 feet to the point of curvature of a curve concave Northerly, and having a radius of 961.32 feet; thence run Westerly along the arc of said curve 86.43 feet through a central angle of 5°09'05" to a point; thence run N.03°46'25"W. 86.00 feet to a point on a curve concave Northerly, and having a radius of 875.32 feet; thence from a tangent bearing of S.86°13'35"W., run Westerly along the arc of said curve 118.13 feet through a central angle of 7°43'57" to a point; thence run N.03°57'35"E. 140.00 feet to a point on a curve concave Northerly, and having a radius of 735.32 feet; thence from a tangent bearing of S.86°02'28"E., run Easterly along the arc of said curve 165.35 feet through a central angle of 12°53'02" to the point of tangency; thence run N.81°04'30"E. 337.46 feet to the point of curvature of a curve concave Southerly, and having a radius of 1273.00 feet; thence run Easterly along the arc of said curve 625.91 feet through a central angle of 28°10'16" to the point of tangency; thence run S.70°45'14"E. 10.00 feet; thence N.19°14'46"E. 211.11 feet to the point of curvature of a curve concave Southeasterly, and having a radius of 438.00 feet; thence run Northeasterly along the arc of said curve 233.20 feet through a central angle of 30°30'18" to a point; thence run S.40°14'56"E. 86.00 feet; thence S.39°13'42"E. 44.00 feet; thence S.40°23'41"E. 86.00 feet; thence S.13°03'07"E. 85.00 feet to a point on a curve concave Southerly, and having a radius of 120.00 feet; thence from a tangent bearing of N.76°56'53"E., run Easterly along the arc of said curve 144.45 feet through a central angle of 68°58'13" to a point on a curve concave Northerly, and having a radius of 606.00 feet; thence from a tangent bearing of S.72°23'32"E., run Easterly along the arc of said curve 386.08 feet through a central angle of 36°30'12" to the point of tangency; thence run N.71°06'16"E. 78.00 feet to a point on a curve concave Southerly, and having a radius of 120.00 feet; thence from a tangent bearing of N.34°14'05"E., run Easterly along the arc of said curve 240.06 feet through a central angle of 114°37'21" to a point; thence run S.53°04'02"E. 212.48 feet; thence S.16°28'41"E. 86.00 feet to a point on a curve concave Southerly, and having a radius of 302.00 feet; thence from a tangent bearing of N.73°31'19"E., run Easterly along the arc of said curve 27.84 feet through a central angle of 5°16'56" to a point; thence run N.11°11'46"W. 86.00 feet to a point on a curve concave Southwesterly, and having a radius of 388.00 feet; thence from a tangent bearing of N.78°48'14"E. run Southeasterly along the arc of said curve 337.15 feet through a central angle of 49°47'12" to the point of tangency; thence run S.51°24'34"E. 94.66 feet to the point of curvature of a curve concave Southwesterly, and having a radius of 573.00 feet; thence run Southeasterly along the arc of said curve 181.31 feet through a central angle of 58°43'13"W. 86.06 feet to a point on a

run Westerly along the arc of said curve 80.26 feet through a central angle of $114^{\circ}57'50''$ to a point; thence run $N.67^{\circ}47'39''W.$ 84.34 feet to a point on a curve concave Southeasterly, and having a radius of 120.00 feet; thence from a tangent bearing of $N.11^{\circ}52'37''E.$, run Northeasterly along the arc of said curve 46.52 feet through a central angle of $22^{\circ}12'44''$ to a point; thence run $N.02^{\circ}46'51''W.$ 100.33 feet to a point on a curve concave Northeasterly, and having a radius of 126.00 feet; thence from a tangent bearing of $N.81^{\circ}00'14''W.$ run Northwesterly along the arc of said curve 177.15 feet through a central angle of $80^{\circ}33'15''$ to a point; thence run $N.24^{\circ}34'30''W.$ 63.06 feet to a point; thence run $N.66^{\circ}07'36''W.$ 197.46 feet; thence $S.87^{\circ}51'57''W.$ 1027.35 feet to the point of curvature of a curve concave Southerly and having a radius of 242.00 feet; thence run Westerly along the arc of said curve 43.19 feet through a central angle of $10^{\circ}13'35''$ to a point; thence run $N.12^{\circ}21'38''W.$ 86.00 feet to a point on a curve concave Southeasterly, and having a radius of 328.00 feet; thence from a tangent bearing of $S.77^{\circ}38'22''W.$ run Westerly along the arc of said curve 31.18 feet through a central angle of $5^{\circ}26'50''$ to a point thence run $N.17^{\circ}48'28''W.$ 130.00 feet to a point on a curve concave Southerly and having a radius of 458.00 feet; thence from a tangent bearing of $N.72^{\circ}11'32''E.$, run Easterly along the arc of said curve 77.36 feet through a central angle of $9^{\circ}40'38''$ to a point; thence run $N.08^{\circ}07'51''W.$ 20.00 feet to a point on a curve concave Southerly and having a radius of 478.00 feet; thence from a tangent bearing of $N.81^{\circ}52'10''E.$, run Easterly along the arc of said curve 50.03 feet through a central angle of $5^{\circ}59'47''$ to the point of tangency; thence run $N.87^{\circ}51'57''E.$ 1275.79 feet to the point of curvature of a curve concave Southerly, and having a radius of 1333.81 feet; thence run Easterly along the arc of said curve 111.32 feet through a central angle of $4^{\circ}46'56''$ to the point of compound curvature of a curve concave Southwesterly, and having a radius of 453.00 feet; thence run Southeasterly along the arc of said curve 668.65 feet through a central angle of $84^{\circ}34'17''$ to the point of tangency thence run $S.02^{\circ}46'51''E.$ 577.00 feet to the point of curvature of a curve concave Westerly, and having a radius of 363.00 feet; thence run Southerly along the arc of said curve 19.89 feet through a central angle of $3^{\circ}08'24''$ to a point; thence run $N.89^{\circ}38'27''W.$ 20.00 feet to a point on a curve concave Northwesterly and having a radius of 343.00 feet; thence from a tangent bearing of $S.00^{\circ}21'33''W.$, run Southwesterly along the arc of said curve 335.23 feet through a central angle of $55^{\circ}59'52''$ to the point of beginning, containing 62.5014 acres more or less.

AND ALSO LESS:

DESCRIPTION PARCEL "B"

From the Southwest corner of the Southeast 1/4 of Section 26, Township 20 South, Range 27 East, Orange County, Florida, run N.03°27'28"W. along the West line of said Southeast 1/4 of Section 26, a distance of 1436.73 feet to a point on the North line of "Oak Grove Village Condominium", as recorded in Condo. Book 4, pages 106 and 107, public records of Orange County, Florida; thence run N.73°24'02"E. along said North line 534.93 feet to a point on the Westerly line of the western end of "Cayman Circle", (100 foot right-of-way) as described in Exhibit "A" of the Warranty Deed recorded in O.R. Book 3527, Page 1913, public records of Orange County, Florida; thence run N.06°08'16"W. along said Westerly line, 93.62 feet to the Northwest corner of said Cayman Circle; thence run N.83°51'44"E. 100.00 feet to the Northeast corner of said Cayman Circle, said corner also being the Northwest corner of the "Recreation Complex" as described in said exhibit "A"; thence run N.72°24'41"E. along the Northerly line of said Recreation Complex, 100.18 feet to the point of beginning; thence leaving said Northerly line of the recreation complex, run N.17°35'29"W. 101.00 feet to a point on a curve concave Northerly, and having a radius of 645.23 feet; thence from a tangent bearing of S.72°24'31"W.; run Westerly along the arc of said curve 27.31 feet through a central angle of 2°25'29" to a point; thence run N.15°10'00"W. 140.00 feet to a point on a curve concave Northerly and having a radius of 505.23 feet; thence from a tangent bearing of N.74°50'00"E. run Easterly along the arc of said curve 21.38 feet through a central angle of 2°25'29" to the point of tangency; thence run N.72°24'31"E. 79.20 feet to the point of curvature of a curve concave Southerly, and having a radius of 555.08 feet; thence run Easterly along the arc of said curve 40.73 feet through a central angle of 04°12'32" to a point on a curve concave Westerly, and having a radius of 129.49 feet; thence from a tangent bearing of N.01°38'03"E., run Northerly along the arc of said curve 92.66 feet through a central angle of 41°00'01" to a point; thence run N.82°00'18"W. 165.01 feet to a point on a curve concave Westerly, and having a radius of 950.00 feet; thence from a tangent bearing of N.15°11'02"W., run Northerly along the arc of said curve 136.26 feet through a central angle of 8°13'05" to the point of tangency; thence run N.23°24'07"W. 220.59 feet to the point of curvature of a curve concave Easterly, and having a radius of 760.00 feet; thence run Northerly along the arc of said curve 354.04 feet through a central angle of 26°41'27" to the point of tangency thence run N.03°17'20"E. 108.98 feet to the point of curvature of a curve concave Southeasterly, and having a radius of 695.00 feet; thence run Northeasterly along the arc of said curve 325.24 feet through a central angle of 26°48'45" to the point of tangency; thence run N.30°06'05"E. 417.84 feet to the point of curvature of a curve concave Southeasterly, and having a radius of 858.78 feet; thence run Northeasterly along the arc of said curve 446.83 feet through a central angle of 29°48'41" to the point of reverse curvature of a curve concave Northwesterly, and having a radius of 560.00 feet; thence run Northeasterly along the arc of said curve 301.86 feet through a central angle of 30°53'06" to a point; thence run S.36°19'27"E. 176.77 feet; thence S.59°21'01"E. 1217.29 feet to a point on a curve concave Southwesterly and having a radius of 948.78 feet; thence from a tangent bearing of S.57°24'58"E. run Southwesterly along the arc of said curve 101.74 feet through a central angle of 6°08'38" to a point on a curve concave Southeasterly, and having a radius of 645.75 feet; thence from a tangent bearing of N.47°54'22"E. run Northeasterly along the arc of said curve 251.76 feet through a central angle of 22°20'16" to a point; thence N.66°49'48"E. 81.94 feet to a point on a curve concave Southerly and having a radius of 655.75 feet; thence from a tangent bearing of N.77°24'32"E. run Easterly along the arc of said curve 406.97 feet through a central angle of 35°33'31" to a point; thence run S.22°58'03"W.

through a central angle of $02^{\circ}49'40''$ to a point on a curve concave Easterly, and having a radius of 505.31 feet; thence from a tangent bearing of $S.24^{\circ}33'54''W.$, run Southerly along the arc of said curve 251.62 feet through a central angle of $28^{\circ}31'51''$ to the point of compound curvature of a curve concave Northeasterly, and having a radius of 256.45 feet; thence run Southeasterly along the arc of said curve 275.19 feet through a central angle of $61^{\circ}29'01''$ to the point of tangency; thence run $S.65^{\circ}26'57''E.$ 274.82 feet; thence $S.01^{\circ}44'18''E.$ 391.31 feet; thence $S.31^{\circ}23'33''E.$ 243.87 feet; thence $S.62^{\circ}21'34''W.$ 407.60 feet; thence $S.01^{\circ}44'18''E.$ 37.70 feet; thence $S.88^{\circ}15'42''W.$ 86.00 feet; thence $N.01^{\circ}44'18''W.$ 25.22 feet; thence $S.88^{\circ}15'42''W.$ 130.00 feet; thence $N.01^{\circ}44'18''W.$ 10.63 feet to a point on a curve concave Northeasterly, and having a radius of 302.00 feet; thence from a tangent bearing of $N.71^{\circ}30'44''W.$ run Northwesterly along the arc of said curve 142.66 feet through a central angle of $27^{\circ}03'54''$ to the point of tangency; thence run $N.44^{\circ}26'50''W.$ 122.72 feet to the point of curvature of a curve concave Southwesterly and having a radius of 968.00 feet; thence run Northwesterly along the arc of said curve 246.11 feet through a central angle of $14^{\circ}34'03''$ to a point; thence run $S.30^{\circ}59'07''W.$ 10.00 feet to a point on a curve concave Southwesterly, and having a radius of 958.00 feet; thence from a tangent bearing of $N.59^{\circ}00'53''W.$ run Westerly along the arc of said curve 152.73 feet through a central angle of $9^{\circ}08'05''$ to a point on a curve concave Southwesterly and having a radius of 128.00 feet; thence from a tangent bearing of $N.20^{\circ}03'00''W.$, run Northwesterly along the arc of said curve 14.09 feet through a central angle of $6^{\circ}18'25''$ to a point on a curve concave Southerly and having a radius of 968.00 feet; thence from a tangent bearing of $N.68^{\circ}44'21''W.$, run Westerly along the arc of said curve 235.11 feet through a central angle of $13^{\circ}54'58''$ to the point of tangency; thence run $N.82^{\circ}39'19''W.$ 163.28 feet to the point of curvature of a curve concave Southerly, and having a radius of 868.00 feet; thence run Westerly along the arc of said curve 259.39 feet through a central angle of $17^{\circ}07'20''$ to a point; thence run $S.09^{\circ}46'39''E.$ 96.00 feet; thence $S.03^{\circ}50'05''E.$ 54.31 feet; thence $S.10^{\circ}13'35''E.$ 101.00 feet to a point on the Northerly line of the "Lake Cohen, Little Lake Cohen, and Surrounding Park" parcel as described in aforesaid Exhibit "A" in the Warranty Deed, recorded in O.R. Book 3527, Page 1913, public records of Orange County, Florida, said point being on a curve concave Southerly, and having a radius of 617.00 feet; thence run Westerly along said Northerly line of "Lake Cohen, Little Lake Cohen, and Surrounding Park" and along the Northerly line of aforesaid "Recreation Complex", the following courses: thence from a tangent bearing of $S.79^{\circ}46'25''W.$, run Westerly along the arc of said curve a distance of 154.20 feet through a central angle of $14^{\circ}19'11''$ to the point of reverse curvature of a curve concave Northerly, and having a radius of 1616.09 feet; thence run Westerly along the arc of said curve 187.99 feet through a central angle of $6^{\circ}39'54''$ to the point of reverse curvature of a curve concave Southerly, and having a radius of 2078.73 feet; thence run Westerly along the arc of said curve 155.22 feet through a central angle of $4^{\circ}16'42''$ to the point of tangency; thence run $S.67^{\circ}50'26''W.$ 56.45 feet to the point of curvature of a curve concave Northerly, and having a radius of 693.00 feet; thence run Westerly along the arc of said curve 242.22 feet through a central angle of $20^{\circ}01'34''$ to the point of tangency; thence run $S.87^{\circ}52'00''W.$ 177.44 feet to the point of curvature of a curve concave Southerly, and having a radius of 314.08 feet; thence run Westerly along the arc of said curve 84.74 feet through a central angle of $15^{\circ}27'29''$ to the point of tangency; thence run $S.72^{\circ}24'41''W.$ 79.20 feet to the point of beginning, containing 103.3363 acres more or less.

and further conveying unto the Grantee:

DESCRIPTION OF WELL, SITE NO. 1:

From the Southwest corner of the Southeast 1/4 of Section 26, Township 20 South, Range 27 East, Orange County, Florida, run N.03°27'20"W. along the West line of said Southeast 1/4 of Section 26, a distance of 1436.73 feet to a point on the North line of "Oak Grove Village Condominium", as recorded in Condo. Book 4, pages 106 and 107, public records of Orange County, Florida; thence continue N.03°27'28"W. along said West line of Section 26, a distance of 1149.29 feet; thence leaving said West line, run N.82°44'47"E. 674.54 feet to the point of beginning; thence run N.07°15'13"W. 17.83 feet; thence N.47°30'32"E. 11.48 feet; thence N.82°44'47"E. 42.61 feet; thence S.07°15'13"E. 52.00 feet; thence S.82°44'47"W. 38.26 feet; thence N.61°29'45"W. 16.93 feet; thence N.07°15'13"W. 17.68 feet to the point of beginning, containing 2605 square feet more or less.

and,

DESCRIPTION OF WELL SITE NO. 2

From the Southwest corner of the Southeast 1/4 of Section 26, Township 20 South, Range 27 East, Orange County, Florida, run N.03°27'28"W. along the West line of said Southeast 1/4 of Section 26, a distance of 1436.75 feet to a point on the North line of "Oak Grove Village Condominium", as recorded in Condo. Book 4, pages 106 and 107, public records of Orange County, Florida; thence continue N.03°27'20"W. along said West line, 2018.85 feet; thence, leaving said West line run S.57°35'01"E. 856.30 feet to the point of curvature of a curve concave Northerly, and having a radius of 504.79 feet; thence run Easterly along the arc of said curve 301.16 feet through a central angle of 29°30'26" to the point of tangency; thence run N.09°05'27"E. 64.62 feet to the point of curvature of a curve concave Northwesterly, and having a radius of 360.00 feet; thence run Northeasterly along the arc of said curve 292.74 feet through a central angle of 46°35'26" to the point of tangency; thence run N.44°19'07"E. 158.90 feet to the point of curvature of a curve concave Southeasterly, and having a radius of 926.80 feet; thence run Northeasterly along the arc of said curve 62.61 feet through a central angle of 3°52'13" to a point; thence leaving said curve, run S.40°27'03"E. 267.74 feet to the point of curvature of a curve concave Westerly, and having a radius of 300.00 feet; thence run Southerly along the arc of said curve 91.42 feet through a central angle of 17°27'33" to the point of tangency; thence run S.22°59'30"E. 225.98 feet to the point of beginning; thence run N.67°00'30"E. 26.00 feet; thence S.22°59'30"E. 52.00 feet; thence S.67°00'30"W. 52.00 feet; thence N.22°59'30"W. 52.00 feet; thence N.67°00'30"E. 26.00 feet to the point of beginning, containing 2704 square feet more or less.

and,

DESCRIPTION OF WELL SITE 131

From the Southeast corner of the West 3/4 of Section 25, Township 20 South, Range 27 East, Orange County, Florida, run N.02°47'04"W. along the East line of said West 3/4 of Section 25, a distance of 2863.81 feet to the Northeast corner of "Bahbury Village Condominium", as recorded in Condo. Book 5, Pages 1 & 2, public records of Orange County, Florida; thence continue N.02°47'04"W. along said East line, 1005.19 feet; thence leaving said East line, run N.89°19'43"W. 1902.30 feet to a point on a curve concave Southerly, and having a radius of 568.00 feet; thence from a tangent bearing of N.85°34'41"W.; run Westerly along the arc of said curve 134.05 feet through a central angle of 13°31'19" to the point of beginning; thence run S.09°06'00"E. 20.00 feet to a point on a curve concave Southerly and having a radius of 548.00 feet; thence from a tangent bearing of S.80°54'00"W., run Westerly along the arc of said curve 38.90 feet through a central angle of 4°04'00" to a point; thence run N.13°10'00"W. 20.00 feet to a point on a curve concave Southerly, and having a radius of 568.00 feet; thence from a tangent bearing of N.80°54'00"E. run Easterly along the arc of said curve 40.31 feet through a central angle of 4°04'00" to the Point of Beginning, containing 792.1 square feet more or less.

and, incl. in the insured property

Exhibit "A"

AND the following Unit Numbers of OAK GROVE VILLAGE CONDOMINIUM,
a Condominium according to the Declaration of Condominium
recorded in OR Book 2034, Page 1441, of the Public Records of
Orange County, Florida, and all exhibits and amendments thereof
and Condominium Plat Book 4, Page 106, of the Public Records of
Orange County, Florida; together with an undivided interest in
and to the common elements as described in said Declaration in
appurtenant thereto, all in accordance with and subject, however,
to all of the provisions of the said Condominium.

UNIT NUMBERS:

B	26	57	88
MV2	27	58	89
MV3	28	59	90
MV9	29	60	92
MV12	31	61	93
1	32	62	95
2	33	63	96
3	34	64	97
4	37	68	98
5	39	67	102
6	40	68	110
7	42	74	114
8	44	75	115
9	47	79	118
10	49	81	123
11	50	83	125
12	51	84	126
13	52	85	128
14	53	86	128
15	55	87	129
16			102

Exhibit "A"

AND the following Unit Numbers of CITRUS RIDGE VILLAGE CONDOMINIUM, a Condominium according to the Declaration of Condominium recorded in OR Book 3048, Page 337, of the Public Records of Orange County, Florida, and all exhibits and amendments thereof and Condominium Plat Book 4, Page 139, of the Public Records of Orange County, Florida, together with an undivided interest in and to the common elements as described in said Declaration appurtenant thereto, all in accordance with and subject, however, to all of the provisions of the said Condominium.

UNIT NUMBERS:

1420	1472	1528
1422	1473	1527
1424	1478	1531
1429	1478	1533
1430	1477	1535
1433	1480	1538
1438	1482	1537
1439	1483	1538
1441	1484	1539
1442	1488	1540
1443	1487	1541
1445	1488	1548
1448	1489	1550
1447	1490	1545
1448	1492	1548
1450	1493	1552
1451	1500	1554
1452	1501	1555
1453	1502	1759
1454	1504	1770
1455	1505	1772
1481	1507	1774
1462	1508	1775
1463	1511	1777
1464	1514	1778
1465	1519	(R-1)
1468	1520	(R-8)
1488	1524	(R-8)
1470	1525	

Exhibit "A"

AND the following Unit Numbers of BANBURY VILLAGE CONDOMINIUM, a Condominium according to the Declaration of Condominium recorded in OR Book 3088, Page 830, of the Public Records of Orange County, Florida, and all exhibits and amendments thereof and Condominium Plat Book 1, Page 1, of the Public Records of Orange County, Florida; together with an undivided interest in and to the common elements as described in said Declaration appurtenant thereto, all in accordance with and subject, however, to all of the provisions of the said Condominium.

UNIT NUMBERS:

1384	1807	1877	1720	1779
1385	1808	1878	1724	1780
1388	1810	1879	1728	1781
1387	1814	1880	1727	1788
1388	1824	1881	1728	1787
1389	1829	1882	1700	1791
1370	1830	1884	1731	1794
1371	1831	1888	1733	
1372	1832	1888		1798
1374	1842	1890	1704	1801
1389	1884	1892	1735	1803
1402	1888	1894	1708	1804
1403	1888	1898	1743	1808
1405	1887	1897	1745	1808
1408	1888	1704	1748	1807
1400	1889	1711	1747	1808
1412		1712	1749	1809
1413	1870	1713	1758	1818
1418	1871	1718	1768	1821
1418	1873	1717	1781	1823
1419	1878	1718	1787	1828
1808	1878	1719	1788	

together with

TOGETHER WITH THE FOLLOWING DESCRIBED EASEMENTS: (O.R. Book 3339, Page 1098)

A perpetual utility easement for construction, operation, utilization and maintenance of underground sanitary sewer pipes and conduits under a strip of land 20.00 feet in width, described as follows:

From the Northwest corner of the Northeast 1/4 of Section 35, Township 20 South, Range 27 East, Orange County, Florida, run N.87°09'16"E. along the North line of the Northeast 1/4 of said Section 35, a distance of 690.36 feet to the point of beginning; thence continue N.87°09'16"E. along said North line 70.16 feet to a point on the Southerly boundary line of "Oak Grove Village Condominium" as recorded in Condo. Book 4, page 106 and 107, public records of Orange County, Florida, said point being on a curve concave Northerly and having a radius of 243.00 feet; thence from a tangent bearing of S.45°54'06"E. run Easterly along the arc of said curve and said Southerly boundary line 138.98 feet through a central angle of 32°46'06"; thence run S.13°41'11"W. 13.18 feet; thence S.13°53'49"E. 18.33 feet; thence N.64°45'19"W. 213.07 feet to the point of beginning.

AND

A perpetual sewer easement for construction, operation, utilization and maintenance of underground sanitary sewer pipes and conduits under a strip of land 20.00 feet in width, described as follows:

From the Northwest corner of the Northeast 1/4 of Section 35, Township 20 South, Range 27 East, Orange County, Florida, run N.87°09'16"E. along the North line of the Northeast 1/4 of said Section 35, a distance of 760.52 feet to a point on the Southerly boundary line of "Oak Grove Village Condominium" as recorded in Condominium Book 4, pages 106 and 107, public records of Orange County, Florida, said point being on a curve concave Northerly and having a radius of 243.00 feet; thence from a tangent bearing of S.45°54'06"E. run Easterly along the arc of said curve and said Southerly boundary line 128.98 feet through a central angle of 30°24'42" to the Southeast corner of Lot 89, said Oak Grove Village Condominium and the point of beginning; thence run S.13°41'11"W. along a Southerly extension of the East line of said Lot 89, a distance of 15.44 feet; thence S.13°53'49"E. 157.00 feet; thence S.67°29'27"E. 137.92 feet to the point of termination, the side lines of said strip extending so as to begin on said Southerly boundary line of Oak Grove Village Condominium, LESS that portion of said strip lying within road right-of-way for Yothore Road, as recorded in O.R. Book 2658, Page 1318, Public Records of Orange County, Florida.

and,

INGRESS - EGRESS EASEMENT DESCRIPTION: (North Citrus Circle)

An Ingress - Egress easement over a strip of land 54.00 feet wide, the centerline of said strip being described as follows:

From the Southwest corner of the Southeast 1/4 of Section 26, Township 20 South, Range 27 East, Orange County, Florida, run N.03°27'28"W. along the West line of said Southeast 1/4 of Section 26, a distance of 1436.73 feet to a point on the North line of "Oak Grove Village Condominium", as recorded in Condo. Book 4, Pages 106 & 107, public records of Orange County, Florida; thence run N.73°24'02"E. along said North line 534.93 feet to a point on the Westerly line of the Western part of "Cayman Circle" (100 foot right-of-way), as described in Exhibit "A" of the Warranty Deed, recorded in O.R. Book 3527, Page 1913, public records of Orange County, Florida; thence run N.06°08'16"W. along said Westerly line, 93.62 feet to the Northwest corner of said Cayman Circle; thence run N.83°51'44"E. 50.00 feet; thence N.06°08'16"W. 133.03 feet to a point on a curve concave Northerly, and having a radius of 618.23 feet; thence from a tangent bearing of N.83°51'44"E., run Easterly along the arc of said curve 97.42 feet through a central angle of 9°01'44" to the point of beginning; thence continue Easterly along the arc of said curve 26.16 feet through a central angle of 2°25'29" to the point of tangency, thence run N.72°24'31"E. 79.21 feet to the point of curvature of a curve concave Southerly, and having a radius of 442.00 feet; thence run Easterly along the arc of said curve 119.27 feet through a central angle of 15°27'29" to the point of tangency, thence run N.87°52'00"E. 177.44 feet to the point of curvature of a curve concave Northerly and having a radius of 565.00 feet; thence run Easterly along the arc of said curve 197.48 feet through a central angle of 20°01'34" to the point of tangency, thence run N.67°50'26"E. 56.45 feet to the point of curvature of a curve concave Southerly and having a radius of 2206.73 feet; thence run Easterly along the arc of said curve 164.78 feet through a central angle of 4°16'42" to the point of reverse curvature of a curve concave Northerly, and having a radius of 1488.09 feet; thence run Easterly along the arc of said curve 173.10 feet through a central angle of 6°39'54" to the point of reverse curvature of a curve concave Northerly, and having a radius of 745.00 feet; thence run Easterly along the arc of said curve 189.22 feet through a central angle of 14°33'08" to the point of termination.

and,

DESCRIPTION OF INGRESS - EGRESS EASEMENT TO WELL SITE NO. 1:

An ingress - egress easement over a strip of land 20.00 feet wide, the centerline of said strip being described as follows:

From the Southwest corner of the Southeast 1/4 of Section 26, Township 20 South, Range 27 East, Orange County, Florida, run N.03°27'28"W. along the West line of said Southeast 1/4 of Section 26, a distance of 1436.73 feet to a point on the North line of "Oak Grove Village Condominium", as recorded in Condo. Book 4, pages 106 and 107, public records of Orange County, Florida; thence continue N.03°27'28"W. along said West line a distance of 1149.29 feet; thence leaving said West line, run N.82°44'47"E. 429.94 feet to the point of beginning; thence continue N.82°44'47"E. 244.60 feet to the point of termination of said easement.

and,

DESCRIPTION OF INGRESS - EGRESS EASEMENT FOR WELL, SITE NO. 2

An ingress - egress easement over a strip of land 30.00 feet wide, the centerline of said strip being described as follows:

From the Southwest corner of the Southeast 1/4 of Section 26, Township 20 South, Range 27 East, Orange County, Florida, run N.03°27'28"W. along the West line of said Southeast 1/4 of Section 26, a distance of 1436.73 feet to a point on the North line of "Oak Grove Village Condominium", as recorded in Condo. Book 4, pages 106 and 107, public records of Orange County, Florida; thence continue N.03°27'28"W. along said West line, 2018.05 feet; thence, leaving said West line run S.59°35'01"E, 630.19 feet to the point of beginning; thence continue S.59°35'01"E, 226.11 feet to the point of curvature of a curve concave Northerly, and having a radius of 584.79 feet; thence run Easterly along the arc of said curve 301.16 feet through a central angle of 29°30'26" to the point of tangency; thence run S.89°05'27"E, 84.62 feet to the point of curvature of a curve concave Northwesterly, and having a radius of 300.00 feet; thence run Northeasterly along the arc of said curve 292.74 feet through a central angle of 46°35'26" to the point of tangency; thence run N.44°19'07"E, 158.90 feet to the point of curvature of a curve concave Southeasterly, and having a radius of 926.00 feet; thence run Northeasterly along the arc of said curve 62.61 feet through a central angle of 3°52'13" to a point; thence leaving said curve, run N.40°27'03"E, 267.74 feet to the point of curvature of a curve concave Westerly, and having a radius of 300.00 feet; thence run Southerly along the arc of said curve 91.42 feet through a central angle of 17°27'33" to the point of tangency; thence run S.22°59'30"E, 225.98 feet to the point of termination and the end of this easement.

and,

DESCRIPTION OF INGRESS - EGRESS EASEMENT FOR WELL SITE 13:

A strip of land 20.00 feet wide, the northerly line of said strip being described as follows:

From the Southeast corner of the West 3/4 of Section 25, Township 20 South, Range 27, East, Orange County, Florida, run N. 02° 47' 04" W. along the East line of said West 3/4 of Section 25, a distance of 2863.81 feet to the Northeast corner of "Banbury Village Condominium", as recorded in Condo. Book 5, Pages 1 & 2, public records of Orange County, Florida; thence continue N. 02° 47' 04" W. along said East line, 1005.19 feet; thence leaving said East line, run N. 89° 19' 43" W. 1902.30 feet to the point of beginning. Said point being on a curve concave southerly, and having a radius of 568.00 feet; thence from a tangent bearing of N. 85° 34' 41" W., run westerly along the arc of said curve 134.05 feet through a central angle of 13° 31' 19" to the point of termination.

EXHIBIT "B"

CO-OP PROPERTY

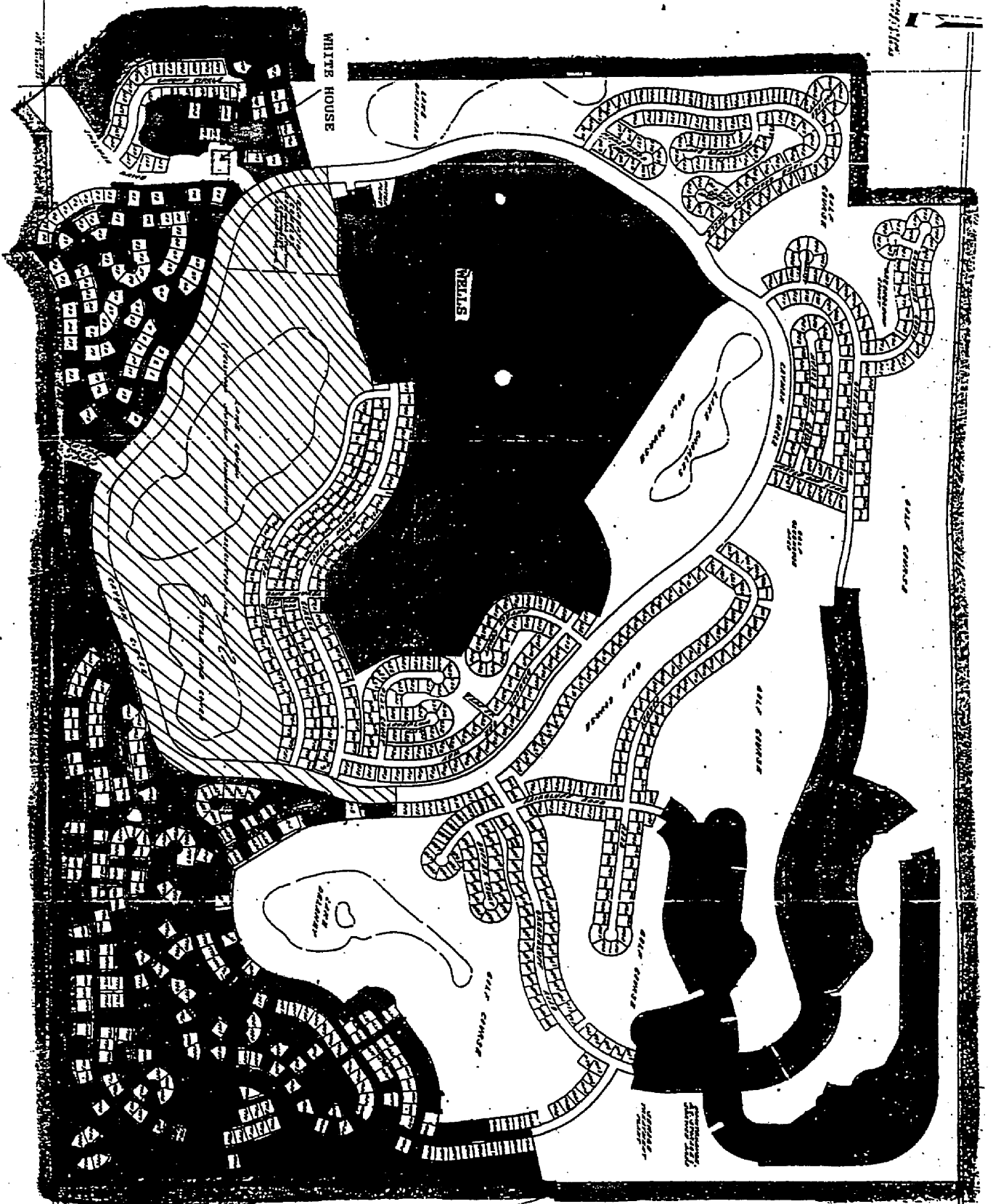



EXHIBIT "B" to MASTER FORM PROPRIETARY LEASE
 EXHIBIT "11" to PROSPECTUS


 ZELMWOOD
 STATION
 COMMUNITY
 ASSOCIATION,
 INC.

from the Southwest corner of the Southeast 1/4 of Section 26, Township 20 South, Range 27 East, Orange County, Florida, run N.87°09'16"E. along the South line of said Section 26, a distance of 7.536 feet to the Point of Beginning on the Easterly right-of-way line of U.S. Highway No. 441, said point being on a curve concave Southwesterly and having a radius of 5859.65 feet; thence from a tangent bearing of S.41°51'48"E., run Southeasterly along the arc of said curve 137.88 feet through a central angle of 1°20'54" to a point; thence leaving said Easterly right-of-way line, run N.42°51'14"E. 222.89 feet to a point lying 30.00 feet North of said South line of Section 26; thence run N.87°09'16"E. parallel with said South line, 468.63 feet to a point on a curve concave Northwesterly and having a radius of 243.00 feet, said point also being on the Westerly line of the Southeastern portion of "Oak Grove Village Condominium", as recorded in Condominium Book 4, pages 106 and 107, public records of Orange County, Florida; thence run Northerly along said Westerly line of Oak Grove Village Condominium, the following courses: from a tangent bearing of N.36°50'50"W., run Northerly along the arc of said curve 3.71 feet through a central angle of 00°52'28" to the point of tangency; thence run N.35°58'34"W. 121.96 feet to the point of curvature of a curve concave Easterly, and having a radius of 365.34 feet; thence run Northerly along the arc of said curve 249.84 feet through a central angle of 39°10'55" to a point; thence run N.51°47'32"W. 43.77 feet to a point on a curve concave Westerly, and having a radius of 205.00 feet; thence from a tangent bearing of N.20°08'13"E. run Northerly along the arc of said curve 50.00 feet through a central angle of 13°58'28" to the point of tangency; thence run N.06°09'45"E. 32.82 feet to the point of curvature of a curve concave Westerly, and having a radius of 757.94 feet; thence run Northerly along the arc of said curve 103.96 feet through a central angle of 7°51'31" to the point of compound curvature of a curve concave Westerly and having a radius of 1730.00 feet; thence run Northerly along the arc of said curve 335.92 feet through a central angle of 11°07'31" to a point; thence run N.01°26'07"E. 204.45 feet; thence N.50°26'15"E. 65.85 feet to a point on the Southwesterly line of "Cayman Circle" (100 foot right-of-way), as described in exhibit "A" of Warranty Deed recorded in O.R. Book 3527, page 1913, public records of Orange County, Florida, said point being on a curve concave Northeasterly, and having a radius of 550.00 feet; thence from a tangent bearing of N.44°46'44"W., and leaving said Southeast portion of "Oak Grove Village Condominium" run Northwesterly along said Southwesterly line of Cayman Circle, and along the arc of said curve 100.14 feet through a central angle of 10°25'54" to the Eastern most corner of the Northwest portion of said "Oak Grove Village Condominium"; thence leaving said Southwesterly line of Cayman Circle, run Westerly along the Southerly line of said Northwest portion of "Oak Grove Village Condominium", the following courses: run S.50°26'15"W. 98.69 feet; thence S.24°58'29"W. 67.92 feet; thence S.87°01'19"W. 125.56 feet; thence S.03°56'49"W. 170.97 feet; thence S.78°01'37"E. 60.85 feet; thence S.32°10'35"E. 55.90 feet; thence S.04°44'54"W. 87.45 feet; thence S.13°46'05"E. 78.83 feet; thence S.14°33'41"W. 96.19 feet; thence S.29°00'06"W. 70.20 feet; thence N.56°33'47"W. 35.61 feet; thence N.84°37'14"W. 42.50 feet; thence N.64°39'50"W. 74.13 feet; thence S.89°38'19"W. 91.08 feet; thence N.30°40'58"W. 127.70 feet; thence N.03°01'40"E. 478.48 feet; thence S.87°01'19"W. 98.45 feet to the point of curvature of a curve concave Northeasterly, and having a radius of 65.00 feet; thence run Southwesterly along the arc of said curve 82.78 feet through a central angle of 72°58'20" to the point of compound curvature of a curve concave Easterly, and having a radius of 185.00 feet; thence run Southerly along the arc of said curve 42.48 feet through a central angle of 13°09'27" to a point on a curve concave Northerly and having a radius of 160.00 feet; thence from a tangent bearing of S.47°45'54"W., run Westerly along the arc of said curve 114.60 feet through a central angle of 41°02'20" to a point; thence leaving said Southerly line of the Northwest portion of "Oak Grove Village Condominium", run S.03°29'34"E. 416.08 feet to the Point of Curvature of a curve concave Northeasterly, and having a radius of 192.57 feet; thence run Southerly along the arc of said curve 177.02 feet through a central angle of 52°40'10" to the point of tangency; thence run S.56°09'44"E. 82.97 feet to the point of curvature of a curve concave Northerly, and having a radius of 324.10 feet; thence run Easterly along the arc of said curve 230.93 feet through a central angle of 40°49'30" to a point; thence run S.68°40'27"E. 91.34 feet to the point of curvature of a curve concave Southwesterly, and having a radius of 92.02 feet; thence run Southwesterly along the arc of said curve 45.35 feet through a central angle of 28°14'20" to a point; thence S.56°27'30"W. 103.20 feet; thence S.57°43'39"W. 143.17 feet; thence S.50°03'52"W. 79.93 feet;

thence N. 42° 57' 10" W. 62.19 feet; thence S. 1° 10' W. 15.66 feet; thence
S. 84° 17' W. .95 feet; thence N. 74° 07' 33" E. 20.43 feet; thence
S. 46° 05' 09" W. 15.70 feet to a point on the aforesaid Easterly right-of-way
line of U.S. Highway No. 441, said point being on a curve concave
Southwesterly, and having a radius of 5059.65 feet; thence from a tangent
bearing of S. 43° 01' 11" E., run Southeasterly along the arc of said curve, and
along said Easterly right-of-way line, 118.27 feet through a central angle
01° 09' 23" to the point of beginning, containing 13.5992 acres more or less.

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DESCRIPTION TRACT TWO:

From the Southwest corner of the Southeast 1/4 of Section 26, Township 20 South, Range 27 East, Orange County, Florida, run N.03°27'28"W. along the West line of said Southeast 1/4 of Section 26, a distance of 1436.73 feet to the point of Beginning on the Northerly line of Oak Grove Village Condominium, as recorded in Condo. Book 4, Page 106 and 107, public records of Orange County, Florida; thence continue N.03°27'28"W. along said West line of the Southeast 1/4 of Section 26, and along the West line of the Northeast 1/4 of said Section 26, a distance of 3300.10 feet; thence leaving said West line run N.89°49'16"E. parallel with the North line of said Northeast 1/4 of Section 26, a distance of 780.00 feet; thence N.03°27'28"W. parallel with said West line of the Northeast 1/4 of Section 26, a distance of 669.00 feet to a point on the South right-of-way line of Poncan Road (60 foot right-of-way) thence run N.89°49'16"E. along said South right-of-way line 1894.65 feet to a point on the West line of the Northwest 1/4 of Section 25, Township 20 South, Range 27 East, Orange County, Florida; thence continuing along said South right-of-way line, run N.05°44'53"E. 2645.96 feet to a point on the West line of the Northeast 1/4 of said Section 25, thence continuing along said right-of-way line run N.87°35'27"E. 1349.22 feet to a point on the East line of the West 3/4 of said Section 25; thence leaving said South right-of-way line, run S.02°47'04"E. along said East line of the West 3/4 of Section 25, a distance of 2455.70 feet to the Northeast corner of "Banbury Village Condominium" as recorded in Condo. Book 5, Pages 1 & 2, public records of Orange County, Florida; thence run Westerly along the Northerly line of said "Banbury Village Condominium", the following courses: run S.75°51'06"W. 340.42 feet to a point on a curve, concave Westerly and having a radius of 628.26 feet; thence from a tangent bearing of S.14°08'54"E., run Southerly along the arc of said curve 25.17 feet through a central angle of 2°17'44" to a point; thence run S.78°08'50"W. 86.00 feet to a point on a curve concave Westerly and having a radius of 542.26 feet; thence from a tangent bearing of S.11°51'10"E run Southerly along the arc of said curve 19.69 feet through a central angle of 2°04'48" to the Point of Tangency; thence run S.09°46'22"E. 398.62 feet to the Point of Curvature of a curve concave Westerly, and having a radius of 368.41 feet; thence run Southerly along the arc of said curve 86.20 feet through a central angle of 13°24'24" to a point on a curve concave Southerly, and having a radius of 602.00 feet thence from a tangent bearing of N.78°17'10"W., run Westerly along the arc of said curve 512.17 feet through a central angle of 48°44'45" to the Point of Tangency; thence run S.52°58'06"W. 257.62 feet to a point on a curve concave Easterly, and having a radius of 120.00 feet; thence from a tangent bearing of S.89°50'10"W., run Westerly and Southerly along the arc of said curve, 282.24 feet, through a central angle of 134°45'34" to the Point of Tangency; thence run S.44°55'24"E. 129.66 feet to point on a curve concave Southerly having a radius of 517.50 feet; thence from a tangent bearing of S.45°04'36"W., run Southwesterly along the arc of said curve 360.01 feet through a central angle of 39°51'34" to the point of reverse curvature of a curve concave Northwesterly, and having a radius of 429.00 feet; thence run Southwesterly along the arc of said curve 412.11 feet through a central angle of 55°02'22" to a point on the East line of Unit 1645 of Citrus Ridge Village Condominium as recorded in Condo. Book 4, Pages 135 and 136, public records of Orange County, Florida; thence run N.29°44'36"W. along said East line of Unit 1645, a distance of 7.00 feet to the Northwesterly corner of said Unit 1645, said corner being on a curve concave Northwesterly and having a radius of 422.00 feet; thence run Westerly, along the Northerly line of said Citrus Ridge Village Condominium, the following courses: from a tangent bearing of S.60°15'24"W. run Westerly along the arc of said curve 107.69 feet through central angle of 14°37'16" to the point of compound curvature of a curve concave Northerly and having a radius of 700.7 feet; thence run Westerly along the arc of said curve 322.85 feet through a central angle of 26°23'48" to a point; thence run N.34°05'28"W. 450.44 feet to the point of curvature of a curve concave Easterly and having a radius of 291.63 feet; thence run Northerly along the arc of said curve 106.60 feet through a central angle of 20°55'34" to the point of tangency; thence run N.13°08'54"W. 187.93 feet; thence N.07°32'35"W. 97.15 feet; thence N.04°59'01"W. 200.31 feet; thence S.85°00'59"W. 86.00 feet to the Northwest corner of Unit R-11, of said Citrus Ridge Village Condominium, said corner also being the Northeast corner of the eastern part of "Cayman Circle" (100

foot private right-of-way) as recorded in O.R. Book 3527, Page 1913, public records of Orange County, Florida; thence continue S.85°00'59"W. 100.00 feet to the Northwest corner of said Cayman Circle; thence run Southerly along the Westerly right-of-way line of said Cayman Circle the following courses: run S.04°59'01"E. 169.70 feet to the point of curvature on a curve concave Westerly, and having a radius of 270.01 feet; thence run Southerly along the arc of said curve 115.47 feet through a central angle of 23°47'54" to the point of tangency; thence run S.18°48'53"W. 97.64 feet to the point of curvature of a curve concave Westerly and having a radius of 1324.27 feet; thence run Southerly along the arc of said curve 347.22 feet through a central angle of 15°01'23" to the Northeast corner of the "Lake Cohen, Little Lake Cohen, and Surrounding Park" as described in said O.R. Book 3527, Page 1913, public records of Orange County, Florida; thence run Westerly along the Northerly line of said "Lake Cohen, Little Lake Cohen, and Surrounding Park", the following courses: run N.81°31'48"W. 152.44 feet to the point of curvature of a curve concave Southerly, and having a radius of 511.00 feet; thence run Westerly along the arc of said curve 322.06 feet through a central angle of 36°06'39" to the point of tangency; thence run S.62°21'35"W. 259.27 feet to the point of curvature of a curve concave Northerly, and having a radius of 779.00 feet; thence run Westerly along the arc of said curve 864.96 feet through a central angle of 63°37'05" to a point; thence run N.35°58'41"E. 86.00 feet to a point on a curve concave Northeasterly, and having a radius of 693.00 feet; thence from a tangent bearing of N.54°01'19"W., run Westerly along the arc of said curve 115.81 feet through a central angle of 09°34'29" to the point of tangency; thence run N.44°26'50"W. 122.72 feet to the point of curvature of a curve concave Southwesterly, and having a radius of 577.00 feet; thence run Westerly along the arc of said curve 384.78 feet through a central angle of 38°12'29" to the point of tangency; thence run N.82°39'19"W. 168.65 feet to the point of curvature of a curve concave Northeasterly, and having a radius of 151.92 feet; thence run Northwesterly along the arc of said curve 206.96 feet through a central angle of 78°03'18" to a point on a curve concave Southeasterly and having a radius of 617.00 feet; thence from a tangent bearing of S.82°53'27"W., run Westerly along the arc of said curve 187.78 feet through a central angle of 17°26'15" to the point of reverse curvature of a curve concave Northwesterly and having a radius of 1616.09 feet; thence run Westerly along the arc of said curve 187.99 feet through a central angle of 06°39'54" to the point of reverse curvature of a curve concave Southeasterly, and having a radius of 2078.73 feet; thence run Westerly along the arc of said curve 155.22 feet through a central angle of 04°16'42" to the point of tangency; thence run S.67°50'26"W. 56.45 feet to the point of curvature of a curve concave Northwesterly, and having a radius of 693.00 feet; thence run Westerly along the arc of said curve 129.24 feet through a central angle of 10°41'08" to the Northeast corner of the "Recreation Complex", as described in O.R. Book 3527, Page 1913 public records of Orange County, Florida; thence continue Westerly along the arc of said curve 112.98 feet through a central angle of 09°20'26" to the point of tangency; thence run S.87°52'00"W. 177.44 feet to the point of curvature of a curve concave Southerly and having a radius of 314.08 feet; thence run Westerly along the arc of said curve 84.74 feet through a central angle of 15°27'29" to the point of tangency; thence run S.72°24'41"W. 179.38 feet to the Northeast corner of the Western part of aforesaid "Cayman Circle" (100 foot right-of-way) as described in O.R. Book 3527, Page 1913, public records of Orange County, Florida; thence run S.83°51'44"W. 100.00 feet to the Northwest corner of said "Cayman Circle"; thence run S.06°08'16"E. along the West line of said "Cayman Circle" a distance of 93.62 feet to the intersection of said West line of "Cayman Circle", and the Northern line of aforesaid "Oak Grove Village Condominium" as recorded in Condominium Book 4, Pages 106 and 107, public records of Orange County, Florida; thence run S.73°24'02"W. along said Northern line, 534.93 feet to the point of beginning, containing 549.3489 acres more or less.

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LESS

DESCRIPTION PARCEL "A":

From the Southeast corner of the West 3/4 of Section 25, Township 20 South, Range 27 East, Orange County, Florida, run N.02°47'04"W. along the East line of said West 3/4 of Section 25, a distance of 2063.81 feet to the Northeast corner of "Banbury Village Condominium", as recorded in Condo. Book 5, Pages 1 & 2, public records of Orange County, Florida; thence continue N.02°47'04"W. along said East line, 1005.19 feet; thence leaving said East line, run S.89°13'09"W. 291.14 feet to the point of beginning; thence run N.29°57'56"W. 86.24 feet to a point on a curve concave Northerly, and having a radius of 257.00 feet; thence from a tangent bearing of S.55°07'25"W., run Westerly along the arc of said curve 44.05 feet through a central angle of 9°49'17" to a point; thence run S.29°57'56"E. 116.24 feet to a point on a curve concave Northerly, and having a radius of 343.00 feet; thence from a tangent bearing of S.63°42'43"W., run Westerly along the arc of said curve 129.15 feet through a central angle of 21°34'27" to the point of tangency; thence run S.85°17'09"W. 89.05 feet; thence S.04°42'51"E. 167.62 feet to the point of curvature of a curve concave Westerly, and having a radius of 878.00 feet; thence run Southerly along the arc of said curve 265.47 feet through a central angle of 17°19'26" to a point; thence run N.77°23'26"W. 86.00 feet; thence S.75°26'47"W. 61.29 feet; thence N.75°13'04"W. 113.18 feet to a point on a curve concave Northerly and having a radius of 120.00 feet; thence from a tangent bearing of S.32°44'05"W., run Westerly along the arc of said curve 278.66 feet through a central angle of 133°03'05" to a point; thence run N.16°17'49"W. 233.56 feet; thence N.24°11'46"W. 137.76 feet to a point on a curve concave Southeasterly, and having a radius of 1003.00 feet thence from a tangent bearing of S.67°03'38"W., run Southwesterly along the arc of said curve 44.00 feet through a central angle of 2°30'49" to a point; thence run S.24°11'46"E. 86.02 feet to a point on a curve concave Southeasterly and having a radius of 917.00 feet; thence from a tangent bearing of S.64°25'45"W. run Westerly along the arc of said curve 38.91 feet through a central angle of 2°25'53" to the point of tangency; thence run S.61°59'52"W. 219.12 feet to the point of curvature of a curve concave Northerly, and having a radius of 498.00 feet; thence run Westerly along the arc of said curve 281.82 feet through a central angle of 52°25'27" to the point of tangency; thence run N.85°34'41"W. 208.19 feet to the point of curvature of a curve concave Southeasterly, and having a radius of 202.00 feet; thence run Southwesterly along the arc of said curve 201.56 feet through a central angle of 57°10'19" to a point; thence run N.52°45'00"W. 86.00 feet to a point on a curve concave Southeasterly, and having a radius of 288.00 feet; thence from a tangent bearing of S.37°15'00"W., run Southerly along the arc of said curve 50.52 feet through a central angle of 10°03'03" to a point; thence run N.62°40'03"W. 130.00 feet to a point on a curve concave Southeasterly, and having a radius of 418.00 feet; thence from a tangent bearing of N.27°11'57"E., run Northeasterly along the arc of said curve 218.48 feet through a central angle of 29°56'50" to a point; thence run N.00°25'53"W. 51.30 feet to a point on a curve concave Easterly and having a radius of 120.00 feet; thence from a tangent bearing of N.79°23'45"W., run Westerly, Northerly and Easterly along the arc of said curve 396.78 feet through a central angle of 189°26'47" to a point on a curve concave Southerly, and having a radius of 654.00 feet; thence from a tangent bearing of N.75°29'02"E., run Easterly along the arc of said curve 193.14 feet through a central angle of 16°55'14" to a point; thence run S.02°24'16"W. 86.00 feet to a point on a curve concave Southerly, and having a radius of 568.00 feet; thence from a tangent bearing of S.07°35'44"E., run Easterly along the arc of said curve 20.00 feet through a central angle of 2°01'03" to a point; thence run N.04°25'19"E. 86.00 feet; thence S.85°34'41"E. 288.19 feet to the point of curvature of a curve concave Northerly, and having a radius of 46.00 feet; thence run Easterly along the arc of said curve 26.03 feet through a central angle of 32°25'27" to the point of tangency; thence run N.61°59'52"E. 63.00 feet to a point on a curve concave Southerly, and having a radius of 120.00 feet; thence from a tangent bearing of N.25°07'40"E., run Easterly along the arc of said curve 240.78 feet through a central angle of 114°57'50" to a point; thence run S.58°50'06"E. 201.50 feet to a point on a curve concave Southerly, and having a radius of 1133.00 feet; thence from a tangent bearing of N.68°55'16"E. run Easterly along the arc of said curve 145.57 feet through a central angle of 7°21'41" to a point; thence run S.13°43'03"E. 86.00 feet to a point on a curve concave Southerly, and having a radius of 1047.00 feet; thence from a tangent bearing of N.76°16'57"E., run Easterly along the arc of said curve 30.00 feet through a central angle of

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01°38'30" to a point; thence run N.12°04'33"W. 86.00 feet to a point on a curve concave Southerly and having a radius of 1133.00 feet; thence from a tangent bearing of N.77°55'28"E., run Easterly along the arc of said curve 145.57 feet through a central angle of 07°21'42" to the point of tangency; thence run N.05°17'09"E. 55.70 feet; thence N.04°42'51"W. 18.44 feet to the point of curvature of a curve concave Westerly, and having a radius of 347.00 feet; thence run Northerly along the arc of said curve 170.68 feet through a central angle of 28°10'56" to a point; thence run N.57°06'13"E. 86.00 feet to a point on a curve concave Westerly, and having a radius of 433.00 feet; thence from a tangent bearing of N.32°53'47"W., run Northerly along the arc of said curve 24.97 feet through a central angle of 3°18'15" to a point; thence run S.53°47'59"W. 86.00 feet to a point on a curve concave Southwesterly, and having a radius of 347.00 feet; thence from a tangent bearing of N.36°12'01"W., run Northerly along the arc of said curve 92.11 feet through a central angle of 15°12'33" to the point of tangency; thence run N.51°24'34"W. 94.66 feet to the point of curvature of a curve concave Southerly, and having a radius of 162.00 feet; thence run Westerly along the arc of said curve 162.54 feet through a central angle of 57°29'10" to the point of tangency; thence run S.71°06'17"W. 370.25 feet to the point of curvature of a curve concave Northerly, and having a radius of 1078.00 feet; thence run Westerly along the arc of said curve 717.62 feet through a central angle of 38°08'29" to the point of tangency; thence run N.70°45'14"W. 420.34 feet to the point of curvature of a curve concave Southerly, and having a radius of 1047.00 feet; thence run Westerly along the arc of said curve 514.79 feet through a central angle of 28°10'16" to the point of tangency; thence run S.81°04'30"W. 337.46 feet to the point of curvature of a curve concave Northerly, and having a radius of 961.32 feet; thence run Westerly along the arc of said curve 86.43 feet through a central angle of 5°09'05" to a point; thence run N.03°46'25"W. 86.00 feet to a point on a curve concave Northerly, and having a radius of 875.32 feet; thence from a tangent bearing of S.86°13'35"W., run Westerly along the arc of said curve 118.13 feet through a central angle of 7°43'57" to a point; thence run N.03°57'35"E. 140.00 feet to a point on a curve concave Northerly, and having a radius of 735.32 feet; thence from a tangent bearing of S.86°02'28"E., run Easterly along the arc of said curve 165.35 feet through a central angle of 12°53'02" to the point of tangency; thence run N.81°04'30"E. 337.46 feet to the point of curvature of a curve concave Southerly, and having a radius of 1273.00 feet; thence run Easterly along the arc of said curve 625.91 feet through a central angle of 28°10'16" to the point of tangency; thence run S.70°45'14"E. 10.00 feet; thence N.19°14'46"E. 211.11 feet to the point of curvature of a curve concave Southeasterly, and having a radius of 438.00 feet; thence run Northeasterly along the arc of said curve 233.20 feet through a central angle of 30°30'18" to a point; thence run S.40°14'56"E. 86.00 feet; thence S.39°13'42"E. 44.00 feet; thence S.40°23'41"E. 86.00 feet; thence S.13°03'07"E. 85.00 feet to a point on a curve concave Southerly, and having a radius of 120.00 feet; thence from a tangent bearing of N.76°56'53"E., run Easterly along the arc of said curve 144.45 feet through a central angle of 68°58'13" to a point on a curve concave Northerly, and having a radius of 606.00 feet; thence from a tangent bearing of S.72°23'32"E., run Easterly along the arc of said curve 386.08 feet through a central angle of 36°30'12" to the point of tangency; thence run N.71°06'16"E. 78.00 feet to a point on a curve concave Southerly, and having a radius of 120.00 feet; thence from a tangent bearing of N.34°14'05"E., run Easterly along the arc of said curve 240.05 feet through a central angle of 114°37'21" to a point; thence run S.53°04'02"E. 212.48 feet; thence S.16°28'41"E. 86.00 feet to a point on a curve concave Southerly, and having a radius of 302.00 feet; thence from a tangent bearing of N.73°31'19"E., run Easterly along the arc of said curve 27.84 feet through a central angle of 5°16'56" to a point; thence run N.11°11'46"W. 86.00 feet to a point on a curve concave Southwesterly, and having a radius of 388.00 feet; thence from a tangent bearing of N.78°48'14"E. run Southeasterly along the arc of said curve 337.15 feet through a central angle of 49°47'12" to the point of tangency; thence run S.51°24'34"E. 94.66 feet to the point of curvature of a curve concave Southwesterly, and having a radius of 573.00 feet; thence run Southeasterly along the arc of said curve 181.31 feet through a central angle of 18°07'46" to a point; thence run S.58°43'13"W. 86.06 feet to a point on a curve concave Southwesterly, and having a radius of 487.00 feet; thence from tangent bearing of S.33°38'00"E., run Southerly along the arc of said curve 20.00 feet through a central angle of 2°21'13" to a point; thence run N.58°43'13"E. 86.00 feet to a point on a curve concave Westerly, and having a radius of 573.00 feet; thence from a tangent bearing of S.31°16'47"E. run Southerly along the arc of said curve 265.68 feet through a central angle of 26°33'56" to the point of tangency; thence run S.04°42'51"E. 18.44 feet; thence N.85°17'09"E. 89.05 feet to the point of curvature of a curve concave Northwesterly, and having a radius of 127.00 feet; thence run Northeasterly along the arc of said curve 195.21 feet through a central angle of 88°04'00" to the point of tangency; thence run N.02°46'51"W. 150.00 feet; thence N.39°36'28"W. 125.95 feet; thence N.35°17'56"W. 80.00 feet to a point on a curve concave Northeasterly, and having a radius of 40.00 feet; thence from a tangent bearing of S.54°42'04"W.

run Westerly along the arc of said curve 80.26 feet through a central angle of $114^{\circ}57'50''$ to a point; thence run $N.67^{\circ}47'39''W.$ 84.34 feet to a point on a curve concave Southeasterly, and having a radius of 120.00 feet; thence from a tangent bearing of $N.11^{\circ}52'37''E.$, run Northeasterly along the arc of said curve 46.52 feet through a central angle of $22^{\circ}12'44''$ to a point; thence run $N.02^{\circ}46'51''W.$ 100.33 feet to a point on a curve concave Northeasterly, and having a radius of 126.00 feet; thence from a tangent bearing of $N.81^{\circ}00'14''W.$ run Northwesterly along the arc of said curve 177.15 feet through a central angle of $80^{\circ}33'15''$ to a point; thence run $N.24^{\circ}34'30''W.$ 63.86 feet to a point; thence run $N.66^{\circ}07'36''W.$ 197.46 feet; thence $S. 87^{\circ} 51'57''W.$ 1027.35 feet to the point of curvature of a curve concave Southerly and having a radius of 242.00 feet; thence run Westerly along the arc of said curve 43.19 feet through a central angle of $10^{\circ}13'35''$ to a point; thence run $N.12^{\circ}21'30''W.$ 86.00 feet to a point on a curve concave Southeasterly, and having a radius of 328.00 feet; thence from a tangent bearing of $S.77^{\circ}38'22''W.$ run Westerly along the arc of said curve 31.18 feet through a central angle of $5^{\circ}26'50''$ to a point thence run $N.17^{\circ}48'28''W.$ 130.00 feet to a point on a curve concave Southerly and having a radius of 450.00 feet; thence from a tangent bearing of $N.72^{\circ}11'32''E.$, run Easterly along the arc of said curve 77.36 feet through a central angle of $9^{\circ}40'38''$ to a point; thence run $N.08^{\circ}07'51''W.$ 20.00 feet to a point on a curve concave Southerly and having a radius of 478.00 feet; thence from a tangent bearing of $N.01^{\circ}52'10''E.$, run Easterly along the arc of said curve 50.03 feet through a central angle of $5^{\circ}59'47''$ to the point of tangency; thence run $N.87^{\circ}51'57''E.$ 1275.79 feet to the point of curvature of a curve concave Southerly, and having a radius of 1333.81 feet; thence run Easterly along the arc of said curve 111.52 feet through a central angle of $4^{\circ}46'56''$ to the point of compound curvature of a curve concave Southwesterly, and having a radius of 453.00 feet; thence run Southeasterly along the arc of said curve 668.65 feet through a central angle of $84^{\circ}34'17''$ to the point of tangency thence run $S.02^{\circ}46'51''E.$ 577.00 feet to the point of curvature of a curve concave Westerly, and having a radius of 363.00 feet; thence run Southerly along the arc of said curve 19.89 feet through a central angle of $3^{\circ}08'24''$ to a point; thence run $N.89^{\circ}38'27''W.$ 20.00 feet to a point on a curve concave Northwesterly and having a radius of 343.00 feet; thence from a tangent bearing of $S.00^{\circ}21'33''W.$, run Southwesterly along the arc of said curve 335.23 feet through a central angle of $55^{\circ}59'52''$ to the point of tangency;

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AND ALSO LESS

DESCRIPTION PARCEL "B"

From the Southwest corner of the Southeast 1/4 of Section 26, Township 20 South, Range 27 East, Orange County, Florida, run N.03°27'28"W. along the West line of said Southeast 1/4 of Section 26, a distance of 1436.73 feet to a point on the North line of "Oak Grove Village Condominium", as recorded in Condo. Book 4, pages 106 and 107, public records of Orange County, Florida; thence run N.73°24'02"E. along said North line 534.93 feet to a point on the westerly line of the western end of "Cayman Circle", (100 foot right-of-way) as described in Exhibit "A" of the Warranty Deed recorded in O.H. Book 3527, Page 1913, public records of Orange County, Florida; thence run N.06°08'16"W. along said westerly line, 93.62 feet to the Northwest corner of said Cayman Circle; thence run N.83°51'44"E. 100.00 feet to the Northeast corner of said Cayman Circle, said corner also being the Northwest corner of the "Recreation Complex" as described in said exhibit "A"; thence run N.72°24'41"E. along the northerly line of said Recreation Complex, 100.18 feet to the point of beginning; thence leaving said northerly line of the recreation complex, run N.17°35'29"W. 101.00 feet to a point on a curve concave northerly, and having a radius of 645.23 feet; thence from a tangent bearing of S.72°24'31"W.; run westerly along the arc of said curve 27.31 feet through a central angle of 2°25'29" to a point; thence run N.15°10'00"W. 140.00 feet to a point on a curve concave northerly and having a radius of 505.23 feet; thence from a tangent bearing of N.74°50'00"E. run easterly along the arc of said curve 21.38 feet through a central angle of 2°25'29" to the point of tangency; thence run N.72°24'31"E. 79.20 feet to the point of curvature of a curve concave southerly, and having a radius of 555.08 feet; thence run easterly along the arc of said curve 40.78 feet through a central angle of 04°12'32" to a point on a curve concave westerly, and having a radius of 129.49 feet; thence from a tangent bearing of N.01°38'03"E., run northerly along the arc of said curve 92.66 feet through a central angle of 41°00'01" to a point; thence run N.82°00'18"W. 165.01 feet to a point on a curve concave westerly, and having a radius of 950.00 feet; thence from a tangent bearing of N.15°11'02"W., run northerly along the arc of said curve 136.26 feet through a central angle of 8°13'05" to the point of tangency; thence run N.23°24'07"W. 220.59 feet to the point of curvature of a curve concave easterly, and having a radius of 760.00 feet; thence run northerly along the arc of said curve 354.04 feet through a central angle of 26°41'27" to the point of tangency; thence run N.03°17'20"E. 108.98 feet to the point of curvature of a curve concave southeasterly, and having a radius of 695.00 feet; thence run northeasterly along the arc of said curve 325.24 feet through a central angle of 26°48'45" to the point of tangency; thence run N.30°06'05"E. 417.84 feet to the point of curvature of a curve concave southeasterly, and having a radius of 858.78 feet; thence run northeasterly along the arc of said curve 446.83 feet through a central angle of 29°48'41" to the point of reverse curvature of a curve concave northwesterly, and having a radius of 560.00 feet; thence run northeasterly along the arc of said curve 301.86 feet through a central angle of 30°53'06" to a point; thence run S.36°19'27"E. 176.77 feet; thence S.59°21'01"E. 1217.29 feet to a point on a curve concave southwesterly and having a radius of 948.78 feet; thence from a tangent bearing of S.57°24'58"E. run southwesterly along the arc of said curve 101.74 feet through a central angle of 6°08'38" to a point on a curve concave southeasterly, and having a radius of 645.75 feet; thence from a tangent bearing of N.47°54'22"E. run northeasterly along the arc of said curve 251.76 feet through a central angle of 22°20'16" to a point; thence N.66°49'48"E. 81.94 feet to a point on a curve concave southerly and having a radius of 655.75 feet; thence from a tangent bearing of N.77°24'32"E. run easterly along the arc of said curve 406.97 feet through a central angle of 35°33'31" to a point; thence run S.22°58'03"W. 96.00 feet to a point on a curve concave southwesterly, and having a radius of 559.75 feet; thence from a tangent bearing of S.67°01'57"E., run easterly along the arc of said curve 42.15 feet through a central angle of 4°18'55" to a point; thence run S.27°16'56"W. 130.00 feet to a point on a curve concave southwesterly and having a radius of 429.75 feet; thence from a tangent bearing of N.62°43'04"W. run westerly along the arc of said curve 21.21 feet

through a central angle of $02^{\circ}49'40''$ to a point on a curve concave Easterly, and having a radius of 505.31 feet; thence from a tangent bearing of $S.24^{\circ}33'54''W.$, run Southerly along the arc of said curve 251.62 feet through a central angle of $28^{\circ}31'51''$ to the point of compound curvature of a curve concave Northeasterly, and having a radius of 256.45 feet; thence run Southeasterly along the arc of said curve 275.19 feet through a central angle of $61^{\circ}29'01''$ to the point of tangency; thence run $S.65^{\circ}26'57''E.$ 274.82 feet; thence $S.01^{\circ}44'18''E.$ 391.31 feet; thence $S.31^{\circ}23'33''E.$ 243.87 feet; thence $S.62^{\circ}21'34''W.$ 407.60 feet; thence $S.01^{\circ}44'18''E.$ 37.70 feet; thence $S.88^{\circ}15'42''W.$ 86.00 feet; thence $N.01^{\circ}44'18''W.$ 25.22 feet; thence $S.88^{\circ}15'42''W.$ 130.00 feet; thence $N.01^{\circ}44'18''W.$ 10.63 feet to a point on a curve concave Northeasterly, and having a radius of 302.00 feet; thence from a tangent bearing of $N.71^{\circ}30'44''W.$ run Northwesterly along the arc of said curve 142.66 feet through a central angle of $27^{\circ}03'54''$ to the point of tangency; thence run $N.44^{\circ}26'50''W.$ 122.72 feet to the point of curvature of a curve concave Southwesterly and having a radius of 968.00 feet; thence run Northwesterly along the arc of said curve 246.11 feet through a central angle of $14^{\circ}34'03''$ to a point; thence run $S.30^{\circ}59'07''W.$ 10.00 feet to a point on a curve concave Southwesterly, and having a radius of 958.00 feet; thence from a tangent bearing of $N.59^{\circ}00'53''W.$ run Westerly along the arc of said curve 152.73 feet through a central angle of $9^{\circ}08'05''$ to a point on a curve concave Southwesterly and having a radius of 128.00 feet; thence from a tangent bearing of $N.20^{\circ}03'00''W.$, run Northwesterly along the arc of said curve 14.09 feet through a central angle of $6^{\circ}18'25''$ to a point on a curve concave Southerly and having a radius of 968.00 feet; thence from a tangent bearing of $N.68^{\circ}44'21''W.$, run Westerly along the arc of said curve 235.11 feet through a central angle of $13^{\circ}54'58''$ to the point of tangency; thence run $N.82^{\circ}39'19''W.$ 163.28 feet to the point of curvature of a curve concave Southerly, and having a radius of 868.00 feet; thence run Westerly along the arc of said curve 259.39 feet through a central angle of $17^{\circ}07'20''$ to a point; thence run $S.09^{\circ}46'39''E.$ 96.00 feet; thence $S.03^{\circ}50'05''E.$ 54.31 feet; thence $S.10^{\circ}13'35''E.$ 101.00 feet to a point on the Northerly line of the "Lake Cohen, Little Lake Cohen, and Surrounding Park" parcel as described in aforesaid Exhibit "A" in the Warranty Deed, recorded in O.R. Book 3527, Page 1913, public records of Orange County, Florida, said point being on a curve concave Southerly, and having a radius of 617.00 feet; thence run Westerly along said Northerly line of "Lake Cohen, Little Lake Cohen, and Surrounding Park" and along the Northerly line of aforesaid "Recreation Complex", the following courses: thence from a tangent bearing of $S.79^{\circ}46'25''W.$, run Westerly along the arc of said curve a distance of 154.20 feet through a central angle of $14^{\circ}19'11''$ to the point of reverse curvature of a curve concave Northerly, and having a radius of 1616.09 feet; thence run Westerly along the arc of said curve 187.99 feet through a central angle of $6^{\circ}39'54''$ to the point of reverse curvature of a curve concave Southerly, and having a radius of 2078.73 feet; thence run Westerly along the arc of said curve 155.22 feet through a central angle of $4^{\circ}16'42''$ to the point of tangency; thence run $S.67^{\circ}50'26''W.$ 56.45 feet to the point of curvature of a curve concave Northerly, and having a radius of 693.00 feet; thence run Westerly along the arc of said curve 242.22 feet through a central angle of $20^{\circ}01'34''$ to the point of tangency; thence run $S.87^{\circ}52'00''W.$ 177.44 feet to the point of curvature of a curve concave Southerly, and having a radius of 314.08 feet; thence run Westerly along the arc of said curve 84.74 feet through a central angle of $15^{\circ}27'29''$ to the point of tangency; thence run $S.72^{\circ}24'41''W.$ 79.20 feet to the point of beginning, containing 103.3363 acres more or less.

and further conveying unto the Grantee:

DESCRIPTION OF WELL SITE NO. 1:

From the Southwest corner of the Southeast 1/4 of Section 26, Township 20 South, Range 27 East, Orange County, Florida, run N.03°27'20"W. along the West line of said Southeast 1/4 of Section 26, a distance of 1436.73 feet to a point on the North line of "Oak Grove Village Condominium", as recorded in Condo. Book 4, pages 106 and 107, public records of Orange County, Florida; thence continue N.03°27'28"W. along said West line of Section 26, a distance of 1149.29 feet; thence leaving said West line, run N.82°44'47"E. 674.54 feet to the point of beginning; thence run N.07°15'13"W. 17.83 feet; thence N.47°30'32"E. 11.48 feet; thence N.82°44'47"E. 42.61 feet; thence S.07°15'13"E. 52.00 feet; thence S.82°44'47"W. 38.26 feet; thence N.61°29'45"W. 16.93 feet; thence N.07°15'13"W. 17.60 feet to the point of beginning, containing 2605 square feet more or less.

and,

DESCRIPTION OF WELL SITE NO. 2

From the Southwest corner of the Southeast 1/4 of Section 26, Township 20 South, Range 27 East, Orange County, Florida, run N.03°27'28"W. along the West line of said Southeast 1/4 of Section 26, a distance of 1436.73 feet to a point on the North line of "Oak Grove Village Condominium", as recorded in Condo. Book 4, pages 106 and 107, public records of Orange County, Florida; thence continue N.03°27'28"W. along said West line, 2018.85 feet; thence, leaving said West line run S.57°35'01"E. 856.30 feet to the point of curvature of a curve concave Northerly, and having a radius of 504.79 feet; thence run Easterly along the arc of said curve 301.16 feet through a central angle of 29°30'26" to the point of tangency; thence run N.09°05'27"E. 84.62 feet to the point of curvature of a curve concave Northwestery, and having a radius of 360.00 feet; thence run Northwesterly along the arc of said curve 292.74 feet through a central angle of 46°35'26" to the point of tangency; thence run N.44°19'07"E. 150.90 feet to the point of curvature of a curve concave Southeastery, and having a radius of 926.80 feet; thence run Northeastery along the arc of said curve 62.61 feet through a central angle of 3°52'13" to a point; thence leaving said curve, run S.40°27'05"E. 267.74 feet to the point of curvature of a curve concave Westerly, and having a radius of 300.00 feet; thence run Southerly along the arc of said curve 91.42 feet through a central angle of 17°27'33" to the point of tangency; thence run S.22°59'30"E. 225.90 feet to the point of beginning; thence run N.67°00'30"E. 26.00 feet; thence S.22°59'30"E. 52.00 feet; thence S.67°00'30"W. 52.00 feet; thence N.22°59'30"W. 52.00 feet; thence N.67°00'30"E. 26.00 feet to the point of beginning, containing 2704 square feet more or less.

and,

DESCRIPTION OF WELL SITE 13:

From the Southeast corner of the West 3/4 of Section 25, Township 20 South, Range 27 East, Orange County, Florida, run N.02°47'04"W. along the East line of said West 3/4 of Section 25, a distance of 2863.81 feet to the Northeast corner of "Babury Village Condominium", as recorded in Condo. Book 5, Pages 1 & 2, public records of Orange County, Florida; thence continue N.02°47'04"W. along said East line, 1005.19 feet; thence leaving said East line, run N.89°19'43"W. 1902.30 feet to a point on a curve concave Southerly, and having a radius of 560.00 feet; thence from a tangent bearing of N.05°34'41"W.; run Westerly along the arc of said curve 134.05 feet through a central angle of 13°31'19" to the point/on beginning; thence run S.09°06'00"E. 20.00 feet to a point on a curve concave Southerly and having a radius of 548.00 feet; thence from a tangent bearing of S.80°54'00"W.; run Westerly along the arc of said curve 38.90 feet through a central angle of 4°04'00" to a point; thence run N.13°10'00"W. 20.00 feet to a point on a curve concave Southerly, and having a radius of 568.00 feet; thence from a tangent bearing of N.00°54'00"E. run Easterly along the arc of said curve 40.97 feet through a central angle of 4°04'00" to the Point of Beginning, containing 792.1 square feet more or less.

and, included in the insured pro. -/1

Exhibit "A"

AND the following Unit Numbers of OAK GROVE VILLAGE CONDOMINIUM, a Condominium according to the Declaration of Condominium recorded in OR Book 1034, Page 1441, of the Public Records of Orange County, Florida, and all exhibits and amendments thereof and Condominium Plat Book 1, Page 106, of the Public Records of Orange County, Florida, together with an undivided interest in and to the common elements as described in said Declaration appurtenant thereto, all in accordance with and subject, however, to all of the provisions of the said Condominium.

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UNIT NUMBERS:

B	25	57	88
MV2	27	58	89
MV3	28	59	90
MV9	29	60	92
MV12	31	61	93
1	02	62	95
2	03	63	96
3	04	64	97
4	07	65	99
5	09	66	102
6	10	67	110
7	11	68	114
8	12	74	115
9	14	76	118
10	17	79	123
11	19	81	125
12	20	83	128
13	21	84	128
14	22	85	129
15	23	86	102
16	24	87	

Exhibit "A"

AND the following Unit Numbers of CITRUS RIDGE VILLAGE CONDOMINIUM, a Condominium according to the Declaration of Condominium recorded in OR Bk 3048, Page 337, of the Public Records of Orange County, Florida, and all exhibits and amendments thereof and Condominium Plat Book 4, Page 233, of the Public Records of Orange County, Florida, together with an undivided interest in and to the common elements as described in said Declaration appurtenant thereto, all in accordance with and subject, however, to all of the provisions of the said Condominium.

UNIT NUMBERS:

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1420	1472	1526
1422	1470	1527
1424	1478	1531
1429	1476	1533
1430	1477	1535
1438	1480	1536
1438	1482	1537
1439	1480	1538
1441	1484	1539
1442	1488	1540
1443	1487	1541
1445	1488	1548
1446	1489	1550
1447	1490	1545
1448	1492	1548
1450	1493	1552
1451	1500	1554
1452	1501	1555
1453	1502	1759
1454	1504	1770
1455	1508	1772
1461	1507	1774
1462	1508	1776
1463	1511	1777
1464	1514	1778
1466	1519	(R-1)
1466	1520	(R-8)
1468	1524	(R-9)
1470	1525	

Exhibit "A"

AND the following Unit Numbers of SAIBURY VILLAGE CONDOMINIUM, a Condominium according to the Declaration of Condominium recorded in OR Book 3083, Page 630, of the Public Records of Orange County, Florida, and all exhibits and amendments thereto and Condominium Plat Book 3, Page 1, of the Public Records of Orange County, Florida, together with an undivided interest in and to the common elements as described in said Declaration apartment thereto, all in accordance with and subject, however, to all of the provisions of the said Condominium.

UNIT NUMBERS:

1384	1807	1877	1720	1779
1388	1808	1878	1724	1780
1389	1810	1879	1728	1781
1387	1814	1880	1727	1788
1088	1824	1881	1728	1787
1089	1828	1882	1730	1781
1070	1830	1884	1731	1794
1071	1831	1888	1733	1788
1072	1832	1888		
1074	1842	1890	1704	1801
1088	1864	1892	1735	1803
1402	1888	1894	1708	1804
1403	1888	1898	1743	1808
1405	1887	1897	1745	1808
1408	1888	1704	1748	1807
1400	1889	1711	1747	1808
1412	1870	1712	1749	1809
1413	1871	1713	1768	1816
1418	1873	1718	1769	1821
1418	1878	1717	1781	1823
1419	1878	1718	1787	
1806	1878	1719	1788	1828

together with

TOGETHER WITH THE FOLLOWING DESCRIBED EASEMENTS: (O.R. Book 3339, Page 1098)

A perpetual utility easement for construction, operation, utilization and maintenance of underground sanitary sewer pipes and conduits under a strip of land 20.00 feet in width, described as follows:

From the Northwest corner of the Northeast 1/4 of Section 35, Township 20 South, Range 27 East, Orange County, Florida, run N.87°09'16"E. along the North line of the Northeast 1/4 of said Section 35, a distance of 690.36 feet to the point of beginning; thence continue N.87°09'16"E. along said North line 70.16 feet to a point on the Southerly boundary line of "Oak Grove Village Condominium" as recorded in Condo. Book 4, page 106 and 107, public records of Orange County, Florida, said point being on a curve concave Northerly and having a radius of 243.00 feet; thence from a tangent bearing of S.45°54'06"E. run Easterly along the arc of said curve and said Southerly boundary line 138.98 feet through a central angle of 32°46'06"; thence run S.13°41'11"W. 13.18 feet; thence S.13°53'49"E. 18.33 feet; thence N.64°45'19"W. 213.07 feet to the point of beginning.

And

A perpetual sewer easement for construction, operation, utilization and maintenance of underground sanitary sewer pipes and conduits under a strip of land 20.00 feet in width, described as follows:

From the Northwest corner of the Northeast 1/4 of Section 35, Township 20 South, Range 27 East, Orange County, Florida, run N.87°09'16"E. along the North line of the Northeast 1/4 of said Section 35, a distance of 760.52 feet to a point on the Southerly boundary line of "Oak Grove Village Condominium" as recorded in Condominium Book 4, pages 106 and 107, public records of Orange County, Florida, said point being on a curve concave Northerly and having a radius of 243.00 feet; thence from a tangent bearing of S.45°54'06"E. run Easterly along the arc of said curve and said Southerly boundary line 128.98 feet through a central angle of 30°24'42" to the Southeast corner of Lot 89, said Oak Grove Village Condominium and the point of beginning; thence run S.13°41'11"W. along a Southerly extension of the East line of said Lot 89, a distance of 15.44 feet; thence S.13°53'49"E. 157.00 feet; thence S.67°29'27"E. 137.92 feet to the point of termination, the side lines of said strip extending so as to begin on said Southerly boundary line of Oak Grove Village Condominium, less that portion of said strip lying within road right-of-way for Yothore Road, as recorded in O.R. Book 2658, Page 1318, Public Records of Orange County, Florida.

OR Bk 4629 Pg 2893
Orange Co FL 4617417

and.

INGRESS - EGRESS EASEMENT DESCRIPTION: (North Citrus Circle)

An Ingress - Egress easement over a strip of land 54.00 feet wide, the centerline of said strip being described as follows:

From the Southwest corner of the Southeast 1/4 of Section 26, Township 20 South, Range 27 East, Orange County, Florida, run N.03°27'28"W. along the West line of said Southeast 1/4 of Section 26, a distance of 1436.73 feet to a point on the North line of "Oak Grove Village Condominium", as recorded in Condo. Book 4, Pages 106 & 107, public records of Orange County, Florida; thence run N.73°24'02"E. along said North line 534.93 feet to a point on the Westerly line of the Western part of "GAYMAN CIRCLE" (100 foot right-of-way), as described in Exhibit "A" of the Warranty Deed, recorded in O.R. Book 3527, Page 1913, public records of Orange County, Florida; thence run N.06°08'16"W. along said Westerly line, 93.62 feet to the Northwest corner of said Gayman Circle; thence run N.83°51'44"E. 50.00 feet; thence N.06°08'16"W. 133.03 feet to a point on a curve concave Northerly, and having a radius of 618.23 feet; thence from a tangent bearing of N.83°51'44"E., run Easterly along the arc of said curve 97.42 feet through a central angle of 9°01'44" to the point of beginning; thence continue Easterly along the arc of said curve 26.16 feet through a central angle of 2°25'29" to the point of tangency; thence run N.72°24'31"E. 79.21 feet to the point of curvature of a curve concave Southerly, and having a radius of 442.00 feet; thence run Easterly along the arc of said curve 119.27 feet through a central angle of 15°27'29" to the point of tangency; thence run N.87°52'00"E. 177.44 feet to the point of curvature of a curve concave Northerly and having a radius of 565.00 feet; thence run Easterly along the arc of said curve 197.48 feet through a central angle of 20°01'34" to the point of tangency; thence run N.67°50'26"E. 56.45 feet to the point of curvature of a curve concave Southerly and having a radius of 2206.73 feet; thence run Easterly along the arc of said curve 164.78 feet through a central angle of 4°16'42" to the point of reverse curvature of a curve concave Northerly, and having a radius of 1488.09 feet; thence run Easterly along the arc of said curve 173.10 feet through a central angle of 6°39'54" to the point of reverse curvature of a curve concave Northerly, and having a radius of 745.00 feet; thence run Easterly along the arc of said curve 189.22 feet through a central angle of 14°55'08" to the point of termination.

and,

DESCRIPTION OF INGRESS - EGRESS EASEMENT TO WELL SITE NO. 1:

An Ingress - egress easement over a strip of land 20.00 feet wide, the centerline of said strip being described as follows:

From the Southwest corner of the Southeast 1/4 of Section 26, Township 20 South, Range 27 East, Orange County, Florida, run N. 03° 27' 28" W. along the West line of said Southeast 1/4 of Section 26, a distance of 1436.73 feet to a point on the North line of "Oak Grove Village Condominium", as recorded in Condo. Book 4, pages 106 and 107, public records of Orange County, Florida; thence continue N. 03° 27' 28" W. along said West line a distance of 1149.29 feet; thence leaving said West line, run N. 82° 14' 47" E. 429.94 feet to the point of beginning; thence continue N. 82° 14' 47" E. 244.60 feet to the point of termination of said easement.

and,

DESCRIPTION OF IMPROVEMENT - ROADING EASEMENT FOR WELL, SITE NO. 2

An ingress - egress easement over a strip of land 30.00 feet wide, the centerline of said strip being described as follows:

From the Southwest corner of the Southeast 1/4 of Section 26, Township 20 South, Range 27 East, Orange County, Florida, run N.03°27'28"W. along the West line of said Southeast 1/4 of Section 26 a distance of 1436.73 feet to a Condo. Book 4, pages 106 and 107, public records of Orange County, Florida, thence continue N.03°27'28"W, along said West line, 2018.05 feet, an recorded in a plat of said West line run S.59°35'01"E, 630.19 feet to the point of beginning; thence continue S.59°35'01"E, 226.11 feet to the point of curvature of a curve concave Northwesterly, and having a radius of 504.79 feet; thence run Easterly along the arc of said curve 301.16 feet through a central angle of 29°30'26" to the point of tangency; thence run S.89°05'27"E, 84.62 feet to the point of curvature of a curve concave Northwesterly, and having a radius of 360.00 feet; thence run Northwesterly along the arc of said curve 292.74 feet through a central angle of 46°35'26" to the point of tangency; thence run N.44°19'07"E, 158.90 feet to the point of curvature of a curve concave Southwesterly, and having a radius of 926.00 feet; thence run Northwesterly along the arc of said curve 62.61 feet through a central angle of 3°52'13" to a point; thence having said curve, run S.40°27'03"E, 267.74 feet to the point of curvature of a curve concave Westerly, and having a radius of 300.00 feet; thence run Southwesterly along the arc of said curve 91.42 feet through a central angle of 17°27'33" to the point of tangency; thence run S.22°59'30"E, 225.98 feet to the point of termination and the end of this easement.

and,

DESCRIPTION OF INGRESS - EGRESS EASEMENT FOR WELL SITE 13:

A strip of land 20.00 feet wide, the northerly line of said strip being described as follows:

From the Southeast corner of the West 3/4 of Section 25, Township 20 South, Range 27, East, Orange County, Florida, run N.02°47'04"W. along the East line of said West 3/4 of Section 25, a distance of 2863.81 feet to the Northeast corner of "Banbury Village Condominium", as recorded in Condo. Book 5, Pages 1 & 2, public records of Orange County, Florida; thence continue N.02°47'04"W. along said East line, 1005.19 feet; thence leaving said East line, run N.89°19'43"W. 1902.30 feet to the point of beginning. Said point being on a curve concave Southerly, and having a radius of 568.00 feet; thence from a tangent bearing of N.85°34'41"W., run Westerly along the arc of said curve 134.05 feet through a central angle of 13°31'19" to the point of termination.

"TOGETHER WITH those certain easements, benefits and rights over, in and to the Common Area, as set forth in that certain Homeowners' Association Declaration of Covenants, Restrictions and Easements dated July 25, 1979, and recorded in Official Records Book 3034, page 1494, and Notices of Addition of Territory recorded in Official Records Book 3605, Page 159; Official Records Book 3660, Page 2664; Official Records Book 3742, Page 2795 and Official Records Book 3815, Page 197; and Amendment recorded in Official Records Book 4088, Page 4463 Public Records of Orange County, Florida, including, but not limited to, easements for ingress, egress, utilities, parking and the use and enjoyment of the Common Area as more particularly set forth in said Declaration."

"Together with those certain easements, benefits and rights over, in and to that certain real property as set forth in that certain Easement Agreement dated December 1, 1993, and recorded in Official Records Book 4029, page 2905, Public Records, Orange County, Florida, including, but not limited to, easements for storm water drainage, underground utility lines and related facilities, above-ground utility lines and related facilities, ingress and egress, construction, installation, landscaping, maintenance and repair."

OR BK 4629 Pg 2898
Orange Co FL 4617417

Parcel	Type
25 20 27 1350 01492	R
25 20 27 1350 01493	R
25 20 27 1350 01500	R
25 20 27 1350 01501	R
25 20 27 1350 01502	R
25 20 27 1350 01504	R
25 20 27 1350 01505	R
25 20 27 1350 01507	R
25 20 27 1350 01508	R
25 20 27 1350 01511	R
25 20 27 1350 01514	R
25 20 27 1350 01519	R
25 20 27 1350 01520	R
25 20 27 1350 01524	R
25 20 27 1350 01525	R
25 20 27 1350 01526	R
25 20 27 1350 01527	R
25 20 27 1350 01531	R
25 20 27 1350 01533	R
25 20 27 1350 01535	R
25 20 27 1350 01536	R
25 20 27 1350 01537	R
25 20 27 1350 01538	R
25 20 27 1350 01539	R
25 20 27 1350 01540	R
25 20 27 1350 01541	R
25 20 27 1350 01548	R
25 20 27 1350 01550	R
25 20 27 1350 01645	R
25 20 27 1350 01648	R
25 20 27 1350 01652	R
25 20 27 1350 01654	R
25 20 27 1350 01655	R
25 20 27 1350 01769	R
25 20 27 1350 01770	R
25 20 27 1350 01772	R
25 20 27 1350 01774	R
25 20 27 1350 01776	R
25 20 27 1350 01777	R
25 20 27 1350 01778	R
25 20 27 1350 18010	R
25 20 27 1350 18080	R
25 20 27 1350 18070	R
26 20 27 0000 00034	R
26 20 27 6130 00001	R
26 20 27 6130 00002	R
26 20 27 6130 00003	R
26 20 27 6130 00007	R
26 20 27 6130 00009	R
26 20 27 6130 00010	R
26 20 27 6130 00011	R
26 20 27 6130 00013	R
26 20 27 6130 00016	R
26 20 27 6130 00017	R
26 20 27 6130 00019	R
26 20 27 6130 00020	R
26 20 27 6130 00023	R
26 20 27 6130 00024	R
26 20 27 6130 00026	R
26 20 27 6130 00028	R
26 20 27 6130 00029	R
26 20 27 6130 00031	R
26 20 27 6130 00032	R
26 20 27 6130 00033	R
26 20 27 6130 00034	R
26 20 27 6130 00037	R
26 20 27 6130 00039	R
26 20 27 6130 00040	R

OR BK 4629 Pg 2901
Orange Co FL 4617417

EXHIBIT "C"

UNDEVELOPED PROPERTIES

LEGAL DESCRIPTION

KEEWIN PROPERTY

Description:

From the Southwest corner of the Southeast 1/4 of Section 26, Township 20 South, Range 27 East, Orange County, Florida, run North 03 degrees 27'28" West along the West line of said Southeast 1/4 of Section 26, a distance of 1436.73 feet to a point on the North line of "Oak Grove Village Condominium," as recorded in Condominium Book 4, Pages 106 and 107, Public Records of Orange County, Florida; thence run North 73 degrees 24'02" East along said North line 534.93 feet to a point on the Westerly line of the Western end of "Cayman Circle," (100 Right of Way) as described in Exhibit "A" of the Warranty Deed recorded in Official Records Book 3527, Page 1913, Public Records of Orange County, Florida; thence run North 06 degrees 08'16" West along said Westerly line, 93.62 feet to the Northwest corner of said Cayman Circle; thence run North 83 degrees 51'44" East 100.00 feet to the Northeast corner of said Cayman Circle, said corner also being the Northwest corner of the "Recreation Complex" as described in said Exhibit "A" of the Warranty Deed recorded in Official Records Book 3527, page 1913, Public Records of Orange County, Florida; thence run North 72 degrees 24'41" East along the Northerly line of said Recreation Complex 100.18 feet to the Point of Beginning; thence leaving said Northerly line of the Recreation Complex, run North 17 degrees 35'29" West 101.00 feet to a point on a curve concave Northerly, and having a radius of 645.23 feet; thence from a tangent bearing of South 72 degrees 24'31" West; run Westerly along the arc of said curve, 27.31 feet through a central angle of 2 degrees 25'29" to a point; thence run North 15 degrees 10'00" West 140.00 feet to a point on a curve concave Northerly and having a radius of 505.23 feet; thence from a tangent bearing of North 74 degrees 50'00" East run Easterly along the arc of said curve 21.38 feet through a central angle of 2 degrees 25'29" to the point of tangency; thence run North 72 degrees 24'31" East 79.20 feet to the point of curvature of a curve concave Southerly, and having a radius of 555.08 feet; thence run Easterly along the arc of said curve 40.78 feet through a central angle of 04 degrees 12'32" to a point on a curve concave Westerly and having a radius of 129.49 feet; thence from a tangent bearing of North 01 degrees 38'03" East, run Northerly along the arc of said curve 92.66 feet through a central angle of 41 degrees 00'01" to a point; thence run North 82 degrees 00'18" West 165.01 feet to a point on a curve concave Westerly; and having a radius of 950.00 feet; thence from a tangent bearing of North 15 degrees 11'02" West, run Northerly along the arc of said curve 136.26 feet through a central angle of 8 degrees 13'05" to the point of tangency; thence run North 23 degrees 24'07" West 220.59 feet to the point of curvature of a curve concave Easterly and having a radius of 760.00 feet; thence run Northerly along the arc of said curve 354.04 feet through a central angle of 26 degrees 41'27" to the point of tangency; thence run North 03 degrees 17'20" East 108.98 feet to the point of curvature of a curve concave Southeasterly, and having a radius of 695.00 feet; thence run Northeasterly along the arc of said curve 325.24 feet through a central angle of 26 degrees 48'45" to the point of tangency; thence run North 30 degrees 06'05" East 417.84 feet to the point of curvature of a curve concave Southeasterly, and having a radius of 858.78 feet; thence run Northeasterly along the arc of said curve 446.83 feet through a central angle of 29 degrees 48'41" to the point of reverse curvature of a curve concave Northwesterly, and having a radius of 560.00 feet; thence run Northeasterly along the arc of said curve 301.86 feet through a central angle of 30 degrees 53'06" to a point; thence run South 36 degrees 19'27" East 176.77 feet; thence South 59 degrees

21'01" East 1217.29 feet to a point on a curve concave Southwesterly and having a radius of 948.78 feet; thence from a tangent bearing of South 57 degrees 24'58" East run Southwesterly along the arc of said curve 101.74 feet through a central angle of 6 degrees 08'38" to a point on a curve concave Southeasterly, and having a radius of 645.75 feet; thence from a tangent bearing of North 47 degrees 54'22" East run Northeasterly along the arc of said curve 251.76 feet through a central angle of 22 degrees 20'16" to a point; thence North 66 degrees 49'48" East 81.94 feet to a point on a curve concave Southerly and having a radius of 655.75 feet; thence from a tangent bearing of North 77 degrees 24'32" East run Easterly along the arc of said curve 406.97 feet through a central angle of 35 degrees 33'31" to a point; thence run South 22 degrees 58'03" West 96.00 feet to a point on a curve concave Southwesterly, and having a radius of 559.75 feet; thence from a tangent bearing of South 67 degrees 01'57" East, run Easterly along the arc of said curve 42.15 feet through a central angle of 04 degrees 18'53" to a point; thence run South 27 degrees 16'56" West 130.00 feet to a point on a curve concave Southwesterly and having a radius of 429.75 feet; thence from a tangent bearing of North 62 degrees 43'04" West run Westerly along the arc of said curve 21.15 feet through a central angle of 02 degrees 49'10" to a point on a curve concave Easterly, and having a radius of 505.31 feet; thence from a tangent bearing of South 24 degrees 33'54" West, run Southerly along the arc of said curve 251.62 feet through a central angle of 28 degrees 31'51" to the point of compound curvature of a curve concave Northeasterly, and having a radius of 256.45 feet; thence run Southeasterly along the arc of said curve 275.19 feet through a central angle of 61 degrees 29'01" to the point of tangency; thence run South 65 degrees 26'57" East 274.82 feet; thence South 01 degrees 44'18" East 391.31 feet; thence South 31 degrees 23'33" East 243.87 feet; thence South 62 degrees 21'34" West 407.60 feet; thence South 01 degrees 44'18" East 37.70 feet; thence South 88 degrees 15'42" West 86.00 feet; thence North 01 degrees 44'18" West 25.22 feet; thence South 88 degrees 15'42" West 130.00 feet; thence North 01 degrees 44'18" West 10.63 feet to a point on a curve concave Northeasterly, and having a radius of 302.00 feet; thence from a tangent bearing of North 71 degrees 30'44" West run Northwesterly along the arc of said curve 142.66 feet through a central angle of 27 degrees 03'54" to the point of tangency, thence run North 44 degrees 26'50" West 122.72 feet to the point of curvature of a curve concave Southwesterly and having a radius of 968.00 feet; thence run Northwesterly along the arc of said curve 246.11 feet through a central angle of 14 degrees 34'03" to a point; thence run South 30 degrees 59'07" West 10.00 feet to a point on a curve concave Southwesterly, and having a radius of 958.00 feet; thence from a tangent bearing of North 59 degrees 00'53" West run Westerly along the arc of said curve 152.73 feet through a central angle of 9 degrees 08'05" to a point on a curve concave Southwesterly and having a radius of 128.00 feet; thence from a tangent bearing of North 20 degrees 03'00" West, run Northwesterly along the arc of said curve 14.09 feet through a central angle of 6 degrees 18'25" to a point on a curve concave Southerly and having a radius of 968.00 feet; thence from a tangent bearing of North 68 degrees 44'21" West run Westerly along the arc of said curve 235.11 feet through a central angle of 13 degrees 54'58" to the point of tangency; thence North 82 degrees 39'19" West 163.28 feet to the point of curvature of a curve concave Southerly, and having a radius of 868.00 feet; thence run Westerly along the arc of said curve 259.39 feet through a central angle of 17 degrees 07'20" to a point; thence run South 09 degrees 46'39" East 96.00 feet; thence South 03 degrees 50'05" East 54.31 feet; thence South 10 degrees 13'35" East 101.00 feet to a point on the Northerly line of "Lake Cohen, Little Lake Cohen and Surrounding Park" parcel as described on aforesaid Exhibit "A" in the Warranty Deed recorded in Official Records Book 3527, page 1913, Public Records of Orange County, Florida, said point being on a

curve concave Southerly and having a radius of 617.00 feet; thence run Westerly along said Northerly line of "Lake Cohen, Little Lake Cohen and Surrounding Park" and along the Northerly line of aforesaid "Recreation Complex," the following courses; thence from a tangent bearing of South 79 degrees 46'25" West, run Westerly along the arc of said curve a distance of 154.20 feet through a central angle of 14 degrees 19'11" to the point of reverse curvature of a curve concave Northerly and having a radius of 1616.09 feet; thence run Westerly along the arc of said curve 187.99 feet through a central angle of 6 degrees 39'54" to the point of reverse curvature of a curve concave Southerly, and having a radius of 2078.73 feet; thence run Westerly along the arc of said curve 155.22 feet through a central angle of 4 degrees 16'42" to the point of tangency; thence run South 67 degrees 50'26" West 56.45 feet to the point of curvature of a curve concave Northerly, and having a radius of 693.00 feet; thence run Westerly along the arc of said curve 242.22 feet through a central angle of 20 degrees 01'34" to the point of tangency; thence run South 87 degrees 52'00" West 177.44 feet to the point of curvature of a curve concave Southerly, and having a radius of 314.08 feet; thence run Westerly along the arc of said curve 84.74 feet through a central angle of 15 degrees 27'29" to the point of tangency; thence run South 72 degrees 24'41" West 79.20 feet to the POINT OF BEGINNING.

Less and except:

Well Site Number 1

Less and except:

Well Site Number 1

From the Southwest corner of the Southeast 1/4 of Section 26, Township 20 South, Range 27 East, Orange County, Florida, run North 03 degrees 27'28" West along the West line of said Southeast 1/4 of Section 26, a distance of 1436.73 feet to a point on the North line of "Oak Grove Village Condominium," as recorded in Condominium Book 4, pages 106 and 107, Public Records of Orange County, Florida; thence continue North 03 degrees 27'28" West along said West line of Section 26, a distance of 1149.29 feet; thence leaving said West line, run North 82 degrees 44'47" East 674.54 feet to the POINT OF BEGINNING; thence run North 07 degrees 15'13" West 17.83 feet; thence North 47 degrees 38'32" East 11.48 feet; thence North 82 degrees 44'47" East 42.61 feet; thence South 07 degrees 15'13" East 52.00 feet; thence South 82 degrees 44'47" West 38.26 feet; thence North 61 degrees 29'45" West 16.93 feet; thence North 07 degrees 15'13" West 17.60 feet to the POINT OF BEGINNING.

Less and except:

Well Site Number 2

From the Southwest corner of the Southeast 1/4 of Section 26, Township 20 South, Range 27 East, Orange County, Florida, run North 03 degrees 27'28" West along the West line of said Southeast 1/4 of Section 26, a distance of 1436.73 feet to a point on the North line of "Oak Grove Village Condominium," as recorded in Condominium Book 4, pages 106 and 107, Public Records of Orange County, Florida; thence continue North 03 degrees 27'28" West along said West line of Section 26, 2018.85 feet; thence leaving said West line run South 59 degrees 35'01" East 856.30 feet to the point of curvature of a curve concave Northerly, and having a radius of

584.79 feet, thence run Easterly along the arc of said curve 301.16 feet through a central angle of South 29 degrees 30'26" to the point of tangency; thence run South 89 degrees 05'27" East 64.62 feet to the point of curvature of a curve concave Northwesterly, and having a radius of 360.00 feet; thence run Northeasterly along the arc of said curve 292.74 feet through a central angle of 46 degrees 35'26" to the point of tangency; thence run North 44 degrees 19'07" East 158.90 feet to the point of curvature of a curve concave Southeasterly, and having a radius of 926.80 feet; thence run Northeasterly along the arc of said curve 82.61 feet through a central angle of 3 degrees 52'13" to a point; thence leaving said curve, run South 40 degrees 27'03" East 267.74 feet to the point of curvature of a curve concave Westerly, and having a radius of 300.00 feet; thence run Southerly along the arc of said curve 91.42 feet through a central angle of 17 degrees 27'33" to the point of tangency; thence run South 22 degrees 59'30" East 225.98 feet to the POINT OF BEGINNING; thence run North 67 degrees 00'30" East 26.00 feet; thence South 22 degrees 59'30" West 52.00 feet; thence South 67 degrees 00'30" West 52.00 feet; thence North 22 degrees 59'30" West 52.00 feet; thence North 67 degrees 00'30" East 26.00 feet to the POINT OF BEGINNING.

SILVESTRI PROPERTIES (PARCEL "G")

Being a portion of Sections 25 & 26, Township 20 South, Range 27 East, Orange County, Florida, more particularly described as follows:

From the intersection of the easterly right of way line of Cayman Drive South as recorded in O.R. Book 3527, Page 1913, Public Records of Orange County, Florida, with the northerly right of way line of Yothers Road as recorded in O.R. 2658, Page 1319, Public Records of Orange County, Florida, as a point of beginning; run thence $N87^{\circ}09'16''E$ along the northerly right of way line of said Yothers Road a distance of 383.60' to an intersection with the east line of said Section 26; run thence $N02^{\circ}58'42''W$ along the east line of said Section 26 a distance of 35.00 feet; thence $N87^{\circ}05'40''E$ parallel with the south line of said Section 25 a distance of 430.00'; run thence $S02^{\circ}58'42''E$ parallel with the east line of said Section 26 a distance of 95.00 feet to an intersection with the north right of way line of said Yothers Road; run thence $N87^{\circ}05'40''E$ along the north right of way line of said Yothers Road a distance of 493.79 feet to the most southwesterly corner of Citrus Ridge Village Condominium, as recorded in Condominium Book 4, Pages 135 & 136, of the Public Records of Orange County, Florida, run thence along the boundary of said Citrus Village Condominium the following courses and distances; a radial bearing of $N16^{\circ}13'15''E$ a distance of 75.54' to a point on the arc of a curve concave north east and having a radius of 641.43'; thence from a tangent bearing of $N73^{\circ}47'40''W$ run northwesterly along the arc of said curve through a central angle of $21^{\circ}40'38''$ a distance of 242.68'; run thence on a radial bearing of $N38^{\circ}32'42''E$ a distance of 111.04' to a point on the arc of a curve concave northeast and having a radius of 213.67'; thence from a tangent bearing of $N51^{\circ}27'18''E$ run northwesterly along the arc of said curve through a central angle of $28^{\circ}08'06''$ a distance of 104.92' to the P.T. of said curve; thence $N23^{\circ}19'12''W$ a distance of 55.86' to an intersection with the southerly right of way line of Cayman Circle as shown on the plat of said Citrus Ridge Village Condominium; thence departing the boundary of said Citrus Ridge Village Condominium run along the southerly right of way of said Cayman Circle the following courses and distances; $S66^{\circ}40'48''W$ a distance of 444.25' to the P.C. of a curve concave northwest and having a radius of 810.00'; run thence southwesterly along the arc of said curve through a central angle of $23^{\circ}35'14''$ a distance of 333.46' to the P.T. of said curve; thence $N89^{\circ}43'59''W$ a distance of 146.14' to the P.C. of a curve concave northeast and having a radius of 296.23'; run thence northwesterly along the arc of said curve through a central angle of $30^{\circ}56'24''$ a distance of 159.96 feet to an intersection with the easterly right of way line of said Cayman Drive south; run thence $S26^{\circ}14'36''W$ along said Easterly right of way line a distance of 71.59' to the P.C. of a curve concave southeast and having a radius of 356.27'; run thence along the arc of said curve through a central angle of $24^{\circ}15'39''$ a distance of 150.86' to the point of beginning

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

Thomas A. Cloud, Esq.
GRAYROBINSON, P.A.
301 East Pine Street, Suite 1400
Post Office Box 3068
Orlando, FL 32802-3068
(407) 843-8880

For Recording Purposes Only

ACCESS EASEMENT TO APOPKA

THIS ACCESS EASEMENT is made and entered into this 14 day of April, 2006, by ZELLWOOD STATION CO-OP, INC., a Florida not-for-profit corporation (hereafter "GRANTOR") and CITY OF APOPKA, a municipal corporation created under the laws of the State of Florida (hereafter "GRANTEE").

RECITALS

1. GRANTOR is selling its service area to GRANTEE in accordance with the certain agreements of like date.
2. To enable GRANTEE to read meters and maintain the sewage pump station, GRANTOR agrees to convey an easement for ingress and egress to GRANTEE as set forth below.

ACCORDINGLY, for and in consideration of \$10.00 and other valuable considerations, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

SECTION 1. CONVEYANCE OF EASEMENT. The GRANTOR does hereby give and grant unto the GRANTEE, its successors and assigns, a non-exclusive easement for access, ingress and egress over, upon, and across that property described in Exhibit "A" attached to and incorporated in this Agreement ("Property") for the purpose of operating, maintaining, replacing and reading water meters and for the purpose of operating, maintaining, repairing, and replacing the sewage pump station located within the Property. GRANTOR covenants that it has the right to grant the privileges and easements stated herein, and further covenants that GRANTEE shall have quiet and peaceful possession, use and enjoyment of said easements.

SECTION 2. RESERVATION OF RIGHTS. GRANTOR's grant of this Access Easement and other easements contemplated by its execution of simultaneous contracts for wholesale water and wastewater service and reclaimed water service with

GRANTEE hereby specifically reserves and shall not be in derogation of any property, easement, or access rights currently enjoyed by GRANTOR with regard to the Property.

SECTION 3. SUCCESSORS AND ASSIGNS. The rights, privileges and reservations herein provided shall inure to the benefit of the GRANTOR's and GRANTEE's respective successors and assigns. GRANTOR acknowledges and agrees that GRANTEE may transfer these easements to Orange County or any other entity that purchases GRANTEE's water and sewer plants.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement in a manner and form sufficient to be bound as of the date and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

Carol J. Fouse
Print Name: CAROL J. FOUSE

By: Robert D. Thomson

Carolyn M. Hurlburt
Print Name: CAROLYN M. HURLBURT

Print Name: Robert D. Thomson
Address: 2126 Spillmen Drive
Zellwood FL

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 14 day of April, 2006 by Robert Thomson, Zellwood President of Zellwood Slalom Center, known to me to be the person described herein and who executed the foregoing.

Karen F. McMican
Signature of Notary Public

KAREN F. McMican
Print Notary Name

My Commission Expires: 2-9-09

Commission No.: DD 394844

Personally known, or

Produced Identification

Type of Identification Produced

AFFIX NOTARY STAMP

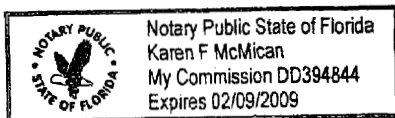


EXHIBIT "A"

Access Easement to Water Meter

As shown in the plat for Zellwood Station Co-op Inc. recorded in book 4629, pages 2875-2898 of Orange County public records, beginning at the main entrance to Zellwood Station Co-op at the intersection of SR-441 and public road Spillman Drive, run 1,583 feet North to public road Cayman Circle; turning East at Cayman Circle, run 1,888 feet East to public road Cayman Drive South; turning South at Cayman Drive South, run 327 feet South to the water meter easement.

Access Easement to Sanitary Sewer Lift Station and Flow Meter

As shown in the plat for Zellwood Station Co-op Inc. recorded in book 4629, pages 2875-2898 of Orange County public records, beginning at the main entrance to Zellwood Station Co-op at the intersection of SR-441 and public road Spillman Drive, run 1,583 feet North to public road Cayman Circle; turning East at Cayman Circle, run 5,605 feet East to public road Greenbluff Road; tuning East at Greenbluff Road, run 2,006 feet East to public road Putter Road; turning South at Putter Road, run 528 feet South to the sanitary sewer lift station and flow meter easement.



Excel Engineering
 CONSULTING
 ENVIRONMENTAL &
 CIVIL ENGINEERS
 122 WILSHIRE BOULEVARD
 CASSELBERRY, FL 32707
 TEL: (407) 260-2292 FAX: (407) 260-1193
 CERTIFICATE OF AUTHORIZATION NO 6305

ZELLWOOD STATION
 WATER SERVICE

ACCESS EASEMENT
 SITE MAP

PROJECT:
 ZEL02031

SCALE: 1"=900'

DRAWN BY: HT

CHECKED BY: JRC

DATE: 04/11/06

SHEET 1 OF 1

BLANKET ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BLANKET ASSIGNMENT and Assumption Agreement is made effective as of the 14th day of April, 2006, is by and between the City of Apopka, a Florida municipal corporation ("Assignee") and Zellwood Station Co-Op, Inc., a Florida corporation (the "Assignor").

RECITALS:

A. Simultaneously with the execution hereof, Assignor has sold and conveyed to Assignee certain assets and rights associated with the provision of water, wastewater and reclaimed water within Assignor's utility service area defined as the "Co-Op Service Area" in the City of Apopka/Zellwood Station Co-Op, Inc. Water, Wastewater and Reclaimed Water Service Area Agreement (the "Service Agreement"), by and between the Assignor and Assignee.

B. Assignor now desires to assign to Assignee all of Assignor's right, title and interest in and to certain permits, certificates and approvals required to permit Assignee to provide wholesale water, wastewater and reclaimed water services within the Co-Op Service Area after the closing under the Service Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and of the benefits to be derived therefrom, receipt whereof is hereby severally acknowledged, Assignor and Assignee hereby agree as follows:

1. **Recitals.** The recitals set forth hereinabove are true and correct and are incorporated herein by this reference.

2. **Assignment.** Assignor hereby grants, assigns, transfers, conveys, sets over and delivers to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to:

A. those certain permits, certificates and governmental approvals to the extent related to the provision of wholesale (but not retail) water, wastewater and reclaimed water service within the Co-Op Service Area, and which are by their terms assignable, together with any renewals or extensions thereof, which are set forth on Exhibit "A" attached hereto (all of which are hereinafter collectively referred to as the "Operating Permits"); and,

B. those easements currently granted by Banbury Village Condominium Association to accommodate the planned wastewater lines required for the wholesale wastewater service from Apopka, copies of which are attached hereto as Exhibit "B" (the "Banbury Easements")

3. **Assignee Assumption.** Assignee hereby expressly assumes the obligations of Assignor under those Operating Permits and Banbury Easements subject to any terms, conditions, and limitations in the Co-Op Service Agreement and further subject to Assignor's retained obligations as retail water and wastewater utility provided within Assignor's Service Area.

4. **Binding Effect.** The obligations of this Assignment shall be binding upon and the benefits hereof shall inure to the parties hereto, and their respective successors

and assigns. Whenever the words "Assignor" or "Assignee" are used herein, they shall be deemed to include Assignor and Assignee, respectively, and their respective successors and assigns.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Florida. In the event a court of competent jurisdiction shall hold or adjudge any term or provision hereof to be unenforceable, then the remainder of the terms and provisions hereof shall be enforced as though the offensive term or provision was not, in the first instance, contained herein.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first above written.

ASSIGNOR:

WITNESSES:

ZELLWOOD STATION CO-OP, INC.

Karen McMeican

Print Name: KAREN McMEICAN

John G Hunter

Print Name: JOHN G HUNTER

By: Robert D Thomson
Name: Robert D. Thomson
Title: President

ASSIGNEE:

CITY OF APOPKA

ATTEST:

Janice G Gebel
Print Name: JANICE G GEBEL

By: Richard D. Anderson
Name: Richard D. Anderson
Title: CAO

Form of Execution of the foregoing Agreement is hereby approved:

By: Paul Kruppala, City Attorney
Attorney for Apopka

EXHIBIT "A"
OPERATING PERMITS

1. Consumptive Use Permit No. 3278 issued by the St. Johns River Water Management District to Zellwood Station Co-Op, Inc. dated May 11, 2004.

EXHIBIT "B"
BANBURY EASEMENTS

INSTR 20030664866

OR BK 07195 PG 3405

MARTHA O. HAYNIE, COMPTROLLER

ORANGE COUNTY, FL

11/14/2003 12:25:04 PM

REC FEE 28.50

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

Thomas A. Cloud, Esq.
GRAY, HARRIS & ROBINSON, P.A.
301 East Pine Street, Suite 1400
Post Office Box 3068
Orlando, FL 32802-3068
(407) 843-8880



For Recording Purposes Only

UTILITY EASEMENT TO ZELLWOOD

THIS INDENTURE is made this 20 day of May, 2003, between BANBURY VILLAGE ASSOCIATION, INC., a Florida not-for-profit corporation (hereafter "GRANTOR") and ZELLWOOD STATION CO-OP, INC., a Florida not-for-profit corporation (hereafter "GRANTEE").

RECITALS

1. GRANTEE is selling certain properties to Orange County, Florida associated with the water and sewer facilities that serve the Zellwood Station Community.

2. To facilitate the continued operation and maintenance of those utility systems to the benefit of GRANTOR, GRANTOR agrees to convey a certain easement to GRANTEE for purposes set forth below.

ACCORDINGLY, for and in consideration of \$10.00 and other valuable considerations, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

SECTION 1. CONVEYANCE OF EASEMENT. The GRANTOR does hereby give and grant unto the GRANTEE, its successors and assigns, a non-exclusive easement in perpetuity, for the purpose of installing, expanding, operating, maintaining, replacing, and repairing potable water, wastewater, and/or reclaimed water pipelines, with full authority to enter upon, construct, place, erect, repair, maintain, operate, and inspect as the GRANTEE may deem reasonably necessary, over, upon, across and under the property described in Exhibit "A" hereto. The GRANTEE herein and its assigns shall have the right to clear and keep clear all trees, undergrowth, and other obstructions that may

interfere with normal operation or maintenance of the said facilities constructed thereon, and the GRANTOR, its successors and assigns, agree not to build, construct, or create, nor permit others to build, construct, or create any buildings or other structures on the herein granted property that may obstruct in any way or interfere with the normal operation or maintenance of the facilities installed thereon. GRANTOR covenants that it has the right to grant the privileges and easements stated herein, and further covenants that GRANTEE shall have quiet and peaceful possession, use and enjoyment of said Easement.

SECTION 2. SUCCESSORS AND ASSIGNS. The rights, privileges and reservations herein provided shall inure to the benefit of the GRANTOR's and GRANTEE's respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement in a manner and form sufficient to be bound as of the date and year first above written.

Signed, sealed and delivered
in the presence of:

**BANBURY VILLAGE ASSOCIATION,
INC.:**

[Signature]
Print Name: Casper S. Pateel

By: Lou Wallace

[Signature]
Print Name: D. Doris Pfeiffer

Name: Lou Wallace
Title: Vice President

Date: 5-20-03

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 20 day of May, 2003 by Lou Wallace, Vice President of Banbury Village Association, Inc., known to me to be the person described herein and who executed the foregoing.

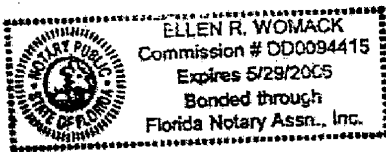
[Signature]
Signature of Notary Public

Ellen R. Womack
Print Notary Name

My Commission Expires: 5/29/2006
Commission No.: DD0094415

Personally known, or
 Produced Identification
Type of Identification Produced

AFFIX NOTARY STAMP



ZELLWOOD STATION CO-OP, INC.:

William G Ferrara
Print Name: William G Ferrara

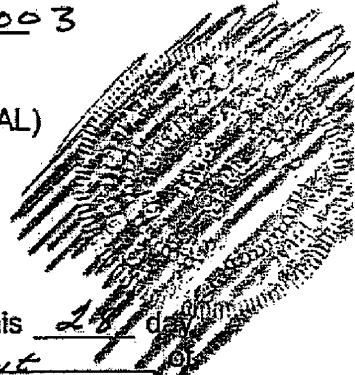
Beth Ferrara
Print Name: Beth Ferrara

By: John G Hunter

Name: JOHN G. HUNTER
Title: ZELLWOOD CO-OP PRESIDENT

Date: MAY 28, 2003

(CORPORATE SEAL)



STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 28 day
of MAY, 2003 by John G. Hunter, President
Zellwood Station Co-Op, Inc., known to me to be the person described herein
and who executed the foregoing.



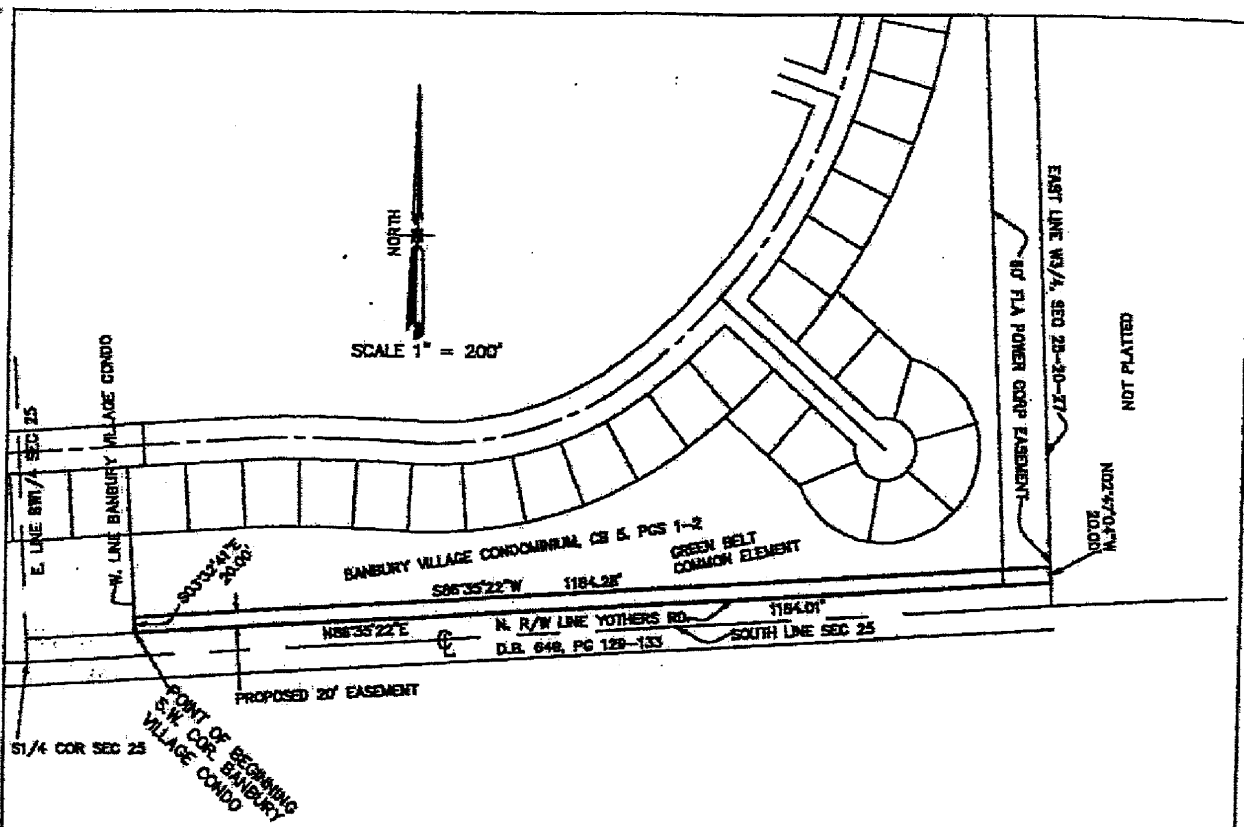
AFFIX NOTARY STAMP

Carol D Fouse
Signature of Notary Public

CAROL D FOUSE
Print Notary Name
My Commission Expires: 10/31/07
Commission No.:

Personally known, or
 Produced Identification
Type of Identification Produced

EXHIBIT "A"



SKETCH AND DESCRIPTION FOR: A UTILITY EASEMENT FOR THE EXCLUSIVE USE BY ORANGE COUNTY, FLORIDA

BANBURY VILLAGE CONDOMINIUM PROPERTIES

DESCRIPTION: BANBURY VILLAGE CONDOMINIUM BEING A PORTION OF SECTION 25, TOWNSHIP 20 SOUTH RANGE 27 EAST, ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THAT POINT OF BEGINNING AS SHOWN ON THE PLAT OF, BANBURY VILLAGE CONDOMINIUM, AS RECORDED IN CONDOMINIUM PLAT BOOK 5, PAGES 1 & 2, PUBLIC RECORDS OF ORANGE COUNTY FLORIDA, AS THE POINT OF BEGINNING OF THIS DESCRIPTION RUN N86°35'22"E ALONG THE NORTH RIGHT-OF-WAY LINE OF YOTHERS ROAD AS SHOWN ON THE PLAT OF SAID, BANBURY VILLAGE CONDOMINIUM, A DISTANCE OF 1184.01' TO AN INTERSECTION WITH THE EAST LINE OF THE WEST 3/4, OF SAID SECTION 25; RUN THENCE NO2°47'04"W ALONG SAID WEST LINE A DISTANCE OF 20.00'; THENCE DEPARTING SAID WEST LINE RUN S86°35'22"W A DISTANCE OF 1184.28' TO AN INTERSECTION WITH THE WEST LINE OF SAID BANBURY VILLAGE CONDOMINIUM, RUN THENCE S03°32'41"E A DISTANCE OF 20.00' TO THE POINT OF BEGINNING.

PREPARED BY:
 WIMS SURVEYING & MAPPING, INC.
 8238 FORT THOMAS WAY
 ORLANDO, FLORIDA 32822
 PH 407-275-6691
 DATE: 10 FEB 03
 SCALE 1" = 200'
 PROJ. NO. M0308A-3

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING IS FOR INFORMATIONAL PURPOSES AND IS NOT VALID.

I HEREBY CERTIFY THAT THIS SKETCH IS IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS ESTABLISHED BY RULE 61G17-6, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES

Walter T. Mims
 WALTER T. MIMS, LS2441

(THIS IS NOT A BOUNDARY SURVEY)

URN ISM 071373 PU 5407

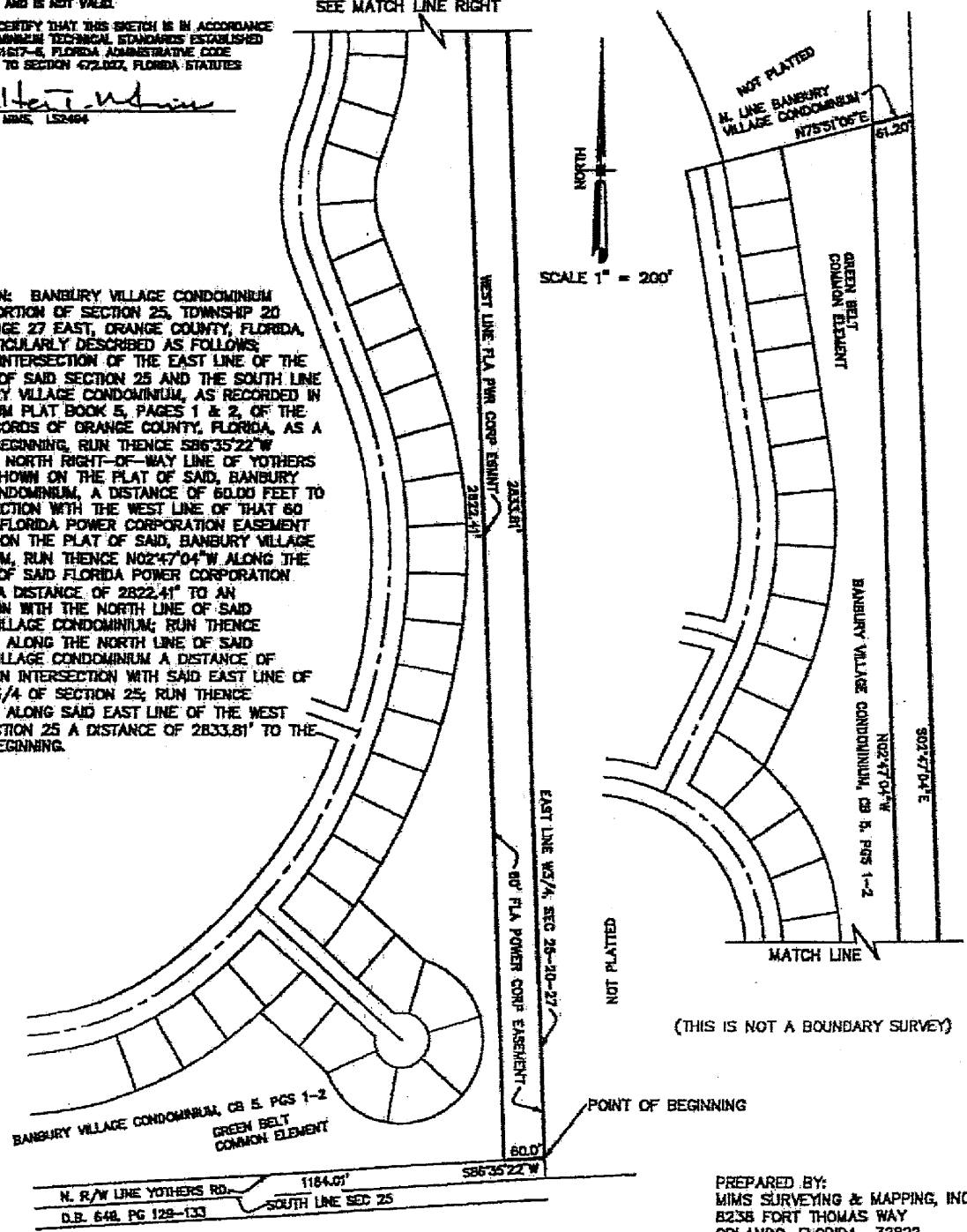
UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING IS FOR INFORMATIONAL PURPOSES AND IS NOT VALID.

I HEREBY CERTIFY THAT THIS SKETCH IS IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS ESTABLISHED BY RULE 61C17-6, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.002, FLORIDA STATUTES

Walter T. Mage
 WALTER T. MAGE, L52464

SEE MATCH LINE RIGHT

DESCRIPTION: BANBURY VILLAGE CONDOMINIUM BEING A PORTION OF SECTION 25, TOWNSHIP 20 SOUTH RANGE 27 EAST, ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE INTERSECTION OF THE EAST LINE OF THE WEST 3/4 OF SAID SECTION 25 AND THE SOUTH LINE OF BANBURY VILLAGE CONDOMINIUM, AS RECORDED IN CONDOMINIUM PLAT BOOK 5, PAGES 1 & 2, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AS A POINT OF BEGINNING, RUN THENCE S86°35'22"W ALONG THE NORTH RIGHT-OF-WAY LINE OF YOTHERS ROAD AS SHOWN ON THE PLAT OF SAID, BANBURY VILLAGE CONDOMINIUM, A DISTANCE OF 60.00 FEET TO AN INTERSECTION WITH THE WEST LINE OF THAT 60 FOOT WIDE FLORIDA POWER CORPORATION EASEMENT AS SHOWN ON THE PLAT OF SAID, BANBURY VILLAGE CONDOMINIUM, RUN THENCE N02°47'04"W ALONG THE WEST LINE OF SAID FLORIDA POWER CORPORATION EASEMENT A DISTANCE OF 2822.41' TO AN INTERSECTION WITH THE NORTH LINE OF SAID BANBURY VILLAGE CONDOMINIUM; RUN THENCE N75°51'06"E ALONG THE NORTH LINE OF SAID BANBURY VILLAGE CONDOMINIUM A DISTANCE OF 61.20' TO AN INTERSECTION WITH SAID EAST LINE OF THE WEST 3/4 OF SECTION 25; RUN THENCE S02°47'04"E ALONG SAID EAST LINE OF THE WEST 3/4 OF SECTION 25 A DISTANCE OF 2833.81' TO THE POINT OF BEGINNING.



N. R/W LINE YOTHERS RD. 1164.01'
 SOUTH LINE SEC 25
 D.B. 648 PG 129-133

PREPARED BY:
 MIMS SURVEYING & MAPPING, INC.
 8238 FORT THOMAS WAY
 ORLANDO, FLORIDA 32822
 PH. 407-275-6691
 DATE: 10 FEB 03
 SCALE 1" = 200'
 PROJ. NO. M0308B-4

BANBURY VILLAGE CONDOMINIUM PROPERTIES
 60' UTILITY EASEMENT - SKETCH OF DESCRIPTION
 FOR:
 ORANGE COUNTY, FLORIDA

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

Thomas A. Cloud, Esq.
GRAY, HARRIS & ROBINSON, P.A.
301 East Pine Street, Suite 1400
Post Office Box 3068
Orlando, FL 32802-3068
(407) 843-8880



INSTR 20030664868
OR BK 07195 PG 3415
MARTHA O. HAYNIE, COMPTROLLER
ORANGE COUNTY, FL
11/14/2003 12:25:04 PM
REC FEE 19.50

For Recording Purposes Only

**TEMPORARY EASEMENT FOR USE OF LOTS AND PORTIONS
OF COMMON ELEMENT OF
BANBURY VILLAGE CONDOMINIUM**

THIS TEMPORARY EASEMENT is made this 20 day of May, 2003, by and between ZELLWOOD STATION CO-OP, INC., a Florida not-for-profit corporation (hereafter "Zellwood") and BANBURY VILLAGE ASSOCIATION, INC. (hereafter "Banbury").

In consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties hereto agree as follows:

SECTION 1. TEMPORARY EASEMENT. Banbury hereby grants to Zellwood over Lot numbers 1364, 1365, and 1366 within the Banbury Village Condominium as depicted in Exhibit "A" incorporated in this Agreement a temporary flowage easement for the operation and maintenance of wastewater percolation storage and disposal and other uses as outlined below, together with rights of access, ingress and egress thereto for a period of ten (10) years from the date of execution of this Temporary Easement. Use of this Temporary Easement shall be guided by that Temporary Use of Land Agreement between the parties dated April 2, 1993. The parties acknowledge and agree that Zellwood shall have the right and consent to fill portions of the existing pond and construct a berm at such time, place, and manner as deemed prudent by Zellwood.

SECTION 2. COVENANTS RUNNING WITH THE LAND. All rights, privileges, benefits and burdens created herein are covenants and agreements running with the land as appurtenances thereto and shall be binding upon and inure to the benefit of the parties hereto and their respective successors in title, and in the case of Zellwood, its assigns. All rights, privileges and benefits

granted herein to the parties shall benefit their successors in title during their respective periods of title ownership.

IN WITNESS WHEREOF, the parties hereto have executed this Temporary Easement Agreement in a manner and form sufficient to be bound as of the date and year first above written.

Signed, sealed and delivered in the presence of:

BANBURY VILLAGE ASSOCIATION, INC.:

[Signature]
Print Name: Casper S. Petzet

By: Lou Wallace

[Signature]
Print Name: Doris Pfeiffer

Name: Lou Wallace
Title: Vice President

Date: 5-20-03

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 20 day of May, 2003 by Lou Wallace, Vice President of Banbury Village Association, Inc., known to me to be the person described herein and who executed the foregoing.

[Signature]
Signature of Notary Public

[Signature]
Print Notary Name

My Commission Expires: 5/29/2006

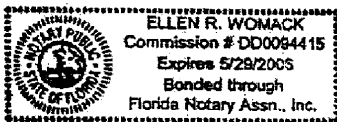
Commission No.: DD0094415

Personally known, or

Produced Identification

Type of Identification Produced

AFFIX NOTARY STAMP



ZELLWOOD STATION CO-OP, INC.:

William G. Ferrara
Print Name: William G. Ferrara

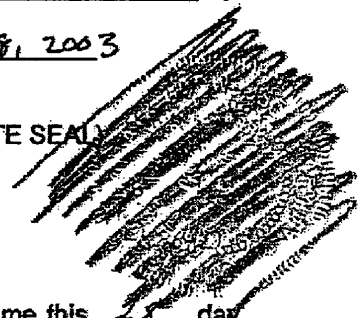
Pat Ferrara
Print Name: Pat Ferrara

By: John G. Hunter

Name: JOHN G. HUNTER
Title: ZELLWOOD CO-OP PRESIDENT

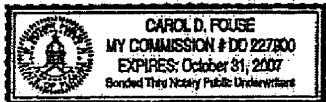
Date: MAY 28, 2003

(CORPORATE SEAL)



STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 28 day
of May, 2003 by John G. Hunter, President of
Zellwood Station Co-Op, Inc., known to me to be the person described herein
and who executed the foregoing.

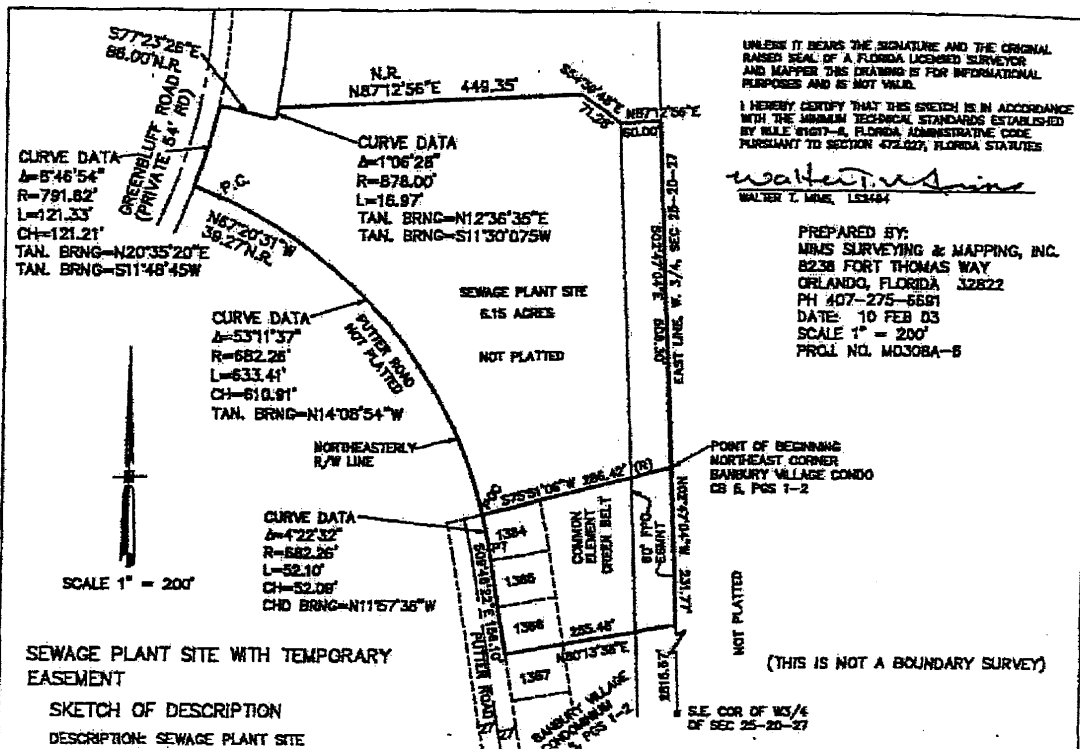


AFFIX NOTARY STAMP

Carol D. Fouse
Signature of Notary Public

Carol D. Fouse
Print Notary Name
My Commission Expires: 10/31/07
Commission No.: _____

Personally known, or
 Produced Identification
Type of Identification Produced



UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING IS FOR INFORMATIONAL PURPOSES AND IS NOT VALID.

I HEREBY CERTIFY THAT THIS SKETCH IS IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS ESTABLISHED BY RULE 11C07-8, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES

Walter T. Moore
WALTER T. MOORE, L53484

PREPARED BY:
MIMS SURVEYING & MAPPING, INC.
8238 FORT THOMAS WAY
ORLANDO, FLORIDA 32822
PH 407-275-6691
DATE: 10 FEB 03
SCALE 1" = 200'
PROJ. NO. M0308A-8

SEWAGE PLANT SITE WITH TEMPORARY EASEMENT

SKETCH OF DESCRIPTION

DESCRIPTION: SEWAGE PLANT SITE

COMMENCE AT THE SOUTHEAST CORNER OF THE WEST 3/4 OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, RUN $N02^{\circ}47'04''W$ ALONG THE EAST LINE OF SAID WEST 3/4 A DISTANCE OF 288.31 FEET TO THE NORTHEAST CORNER OF "BANBURY VILLAGE CONDOMINIUM" AS RECORDED IN CONDOMINIUM BOOK 5, PAGES 1 AND 2, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA SAID CORNER BEING THE POINT OF BEGINNING; THENCE RUN $S75^{\circ}51'06''W$ ALONG THE NORTHERLY LINE OF SAID CONDOMINIUM 288.42 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 682.26 FEET; SAID POINT LYING ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF PUTTER ROAD (54' RIGHT-OF-WAY); THENCE FROM A TANGENT BEARING OF $N14^{\circ}08'54''W$ RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE 633.41 FEET THROUGH A CENTRAL ANGLE OF $53^{\circ}11'37''$ TO THE P.T. OF SAID CURVE; THENCE $N67^{\circ}20'31''W$ A DISTANCE OF 39.27 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF GREENBLUFF ROAD (PRIVATE 54' ROAD) SAID POINT BEING ON THE ARC OF A CURVE CONCAVE NORTHWEST AND HAVING A RADIUS OF 791.82 FEET; THENCE FROM A TANGENT BEARING OF $N20^{\circ}35'20''E$ RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $08^{\circ}46'54''$ A DISTANCE OF 131.33 FEET; THENCE DEPARTING THE EASTERLY RIGHT-OF-WAY LINE OF SAID GREENBLUFF ROAD RUN $S77^{\circ}23'26''E$ A DISTANCE OF 86.00 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE NORTHWEST AND HAVING A RADIUS OF 878.00 FEET; RUN THENCE FROM A TANGENT BEARING OF $N12^{\circ}36'35''E$ RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $01^{\circ}06'28''$ A DISTANCE OF 18.97 FEET; RUN THENCE $N67^{\circ}12'56''E$ A DISTANCE OF 449.35 FEET; THENCE $S54^{\circ}39'48''E$ A DISTANCE OF 71.26 FEET; THENCE $N67^{\circ}12'56''E$ A DISTANCE OF 60.00 FEET TO AN INTERSECTION WITH SAID EAST LINE OF THE WEST 3/4; THENCE $S02^{\circ}47'04''E$ ALONG SAID EAST LINE OF THE WEST 3/4 A DISTANCE OF 506.30 FEET TO THE POINT OF BEGINNING.
CONTAINING 6.15 ACRES MORE OR LESS

TOGETHER WITH:

DESCRIPTION: SEWAGE PLANT SITE TEMPORARY EASEMENT

BEING A PORTION OF BANBURY VILLAGE CONDOMINIUM, AS RECORDED IN CONDOMINIUM BOOK 5, PAGES 1 & 2, PUBLIC RECORDS OF ORANGE COUNTY FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF SAID BANBURY VILLAGE CONDOMINIUM AS A POINT OF BEGINNING; RUN $S75^{\circ}51'06''W$ ALONG THE NORTH LINE OF SAID BANBURY VILLAGE CONDOMINIUM AS DISTANCE OF 288.42 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF PUTTER ROAD, A 54' WIDE RIGHT-OF-WAY, AS SHOWN ON SAID PLAT OF BANBURY VILLAGE CONDOMINIUM; THENCE FROM A TANGENT BEARING OF $S59^{\circ}17'14''E$ RUN SOUTHEASTERLY ALONG THE ARC OF A CURVE HAVING A RADIUS OF 682.26 FEET AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF $4^{\circ}22'32''$ A DISTANCE OF 52.10 FEET TO THE P.T. OF SAID CURVE; THENCE $S08^{\circ}48'22''E$ A DISTANCE OF 156.10 FEET TO THE SOUTHWEST CORNER OF LOT 1366 AS SHOWN ON THE PLAT OF SAID BANBURY VILLAGE CONDOMINIUM; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE RUN $N80^{\circ}13'38''E$ ALONG THE SOUTH LINE OF SAID LOT 1366 AND AN EASTERLY EXTENSION THEREOF A DISTANCE OF 255.16 FEET TO AN INTERSECTION WITH THE EAST LINE OF SAID BANBURY VILLAGE CONDOMINIUM; RUN THENCE $N02^{\circ}47'04''W$ ALONG THE EAST LINE OF SAID BANBURY VILLAGE CONDOMINIUM A DISTANCE OF 231.77 FEET TO THE POINT OF BEGINNING.
CONTAINING 1.35 ACRES MORE OR LESS

REVISED: 7 MAR 03

OR BK 07195 PG 341B
LAST PAGE

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

Thomas A. Cloud, Esq.
GRAYROBINSON, P.A.
301 East Pine Street, Suite 1400
Post Office Box 3068
Orlando, FL 32802-3068
(407) 843-8880

For Recording Purposes Only

ACCESS EASEMENT TO APOPKA

THIS ACCESS EASEMENT is made and entered into this ____ day of _____, 2006, by **ZELLWOOD STATION CO-OP, INC.**, a Florida not-for-profit corporation (hereafter "GRANTOR") and **CITY OF APOPKA**, a municipal corporation created under the laws of the State of Florida (hereafter "GRANTEE").

RECITALS

1. GRANTOR is selling its service area to GRANTEE in accordance with the certain agreements of like date.

2. To enable GRANTEE to read meters and maintain the sewage pump station, GRANTOR agrees to convey an easement for ingress and egress to GRANTEE as set forth below.

ACCORDINGLY, for and in consideration of \$10.00 and other valuable considerations, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

SECTION 1. CONVEYANCE OF EASEMENT. The GRANTOR does hereby give and grant unto the GRANTEE, its successors and assigns, a non-exclusive easement for access, ingress and egress over, upon, and across that property described in Exhibit "A" attached to and incorporated in this Agreement ("Property") for the purpose of operating, maintaining, replacing and reading water meters and for the purpose of operating, maintaining, repairing, and replacing the sewage pump station located within the Property. GRANTOR covenants that it has the right to grant the privileges and easements stated

herein, and further covenants that GRANTEE shall have quiet and peaceful possession, use and enjoyment of said easements.

SECTION 2. RESERVATION OF RIGHTS. GRANTOR's grant of this Access Easement and other easements contemplated by its execution of simultaneous contracts for wholesale water and wastewater service and reclaimed water service with GRANTEE hereby specifically reserves and shall not be in derogation of any property, easement, or access rights currently enjoyed by GRANTOR with regard to the Property.

SECTION 3. SUCCESSORS AND ASSIGNS. The rights, privileges and reservations herein provided shall inure to the benefit of the GRANTOR's and GRANTEE's respective successors and assigns. GRANTOR acknowledges and agrees that GRANTEE may transfer these easements to Orange County or any other entity that purchases GRANTEE's water and sewer plants.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement in a manner and form sufficient to be bound as of the date and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

Print Name: _____

By: _____

Print Name: _____

Print Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day
of _____, 2006 by _____, _____ of
_____, known to me to be the person
described herein and who executed the foregoing.

Signature of Notary Public

AFFIX NOTARY STAMP

Print Notary Name

My Commission Expires: _____

Commission No.: _____

Personally known, or

Produced Identification

Type of Identification Produced

EXHIBIT "A"

Access Easement to Water Meter

As shown in the plat for Zellwood Station Co-op Inc. recorded in book 4629, pages 2875-2898 of Orange County public records, beginning at the main entrance to Zellwood Station Co-op at the intersection of SR-441 and public road Spillman Drive, run 1,583 feet North to public road Cayman Circle; turning East at Cayman Circle, run 1,888 feet East to public road Cayman Drive South; turning South at Cayman Drive South, run 327 feet South to the water meter easement.

Access Easement to Sanitary Sewer Lift Station and Flow Meter

As shown in the plat for Zellwood Station Co-op Inc. recorded in book 4629, pages 2875-2898 of Orange County public records, beginning at the main entrance to Zellwood Station Co-op at the intersection of SR-441 and public road Spillman Drive, run 1,583 feet North to public road Cayman Circle; turning East at Cayman Circle, run 5,605 feet East to public road Greenbluff Road; tuning East at Greenbluff Road, run 2,006 feet East to public road Putter Road; turning South at Putter Road, run 528 feet South to the sanitary sewer lift station and flow meter easement.

**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

Thomas A. Cloud, Esq.
GRAYROBINSON, P.A.
301 East Pine Street, Suite 1400
Post Office Box 3068
Orlando, FL 32802-3068
(407) 843-8880

For Recording Purposes Only

**AGREEMENT TO GRANT DEED AND EASEMENTS
BY AND BETWEEN
ZELLWOOD STATION CO-OP, INC
AND
THE CITY OF APOPKA**

THIS AGREEMENT (this "Agreement"), is made and entered into this 14th day of April, 2006, by and between **ZELLWOOD STATION CO-OP, INC.**, an Florida corporation ("the CO-OP") and **THE CITY OF APOPKA**, a Florida municipal corporation ("Apopka").

RECITALS

1. Prior to the date of this Agreement, the Co-Op has been the retail provider of water and wastewater utility services within an unincorporated area of Orange County, Florida, more specifically described in Exhibit "A" hereto ("the Service Area") and owns real property within said Service Area, which real property is more specifically described in Exhibit "B" ("Co-Op Property").

2. Simultaneously with the execution of this Agreement, the CO-OP has sold and conveyed to Apopka certain assets and rights associated with the provision of wholesale water, wastewater and reclaimed water within the Service Area pursuant to the City of Apopka/Zellwood Station Co-Op, Inc. Water, Wastewater and Reclaimed Water Service Area Agreement (the "Service Agreement"), by and between the CO-OP and Apopka.

3. Pursuant to the terms of the Service Agreement, the CO-OP is to grant to Apopka a deed for certain real property within the Co-Op Property on which a wastewater lift station and associated facilities shall be located ("Lift Station Site") in order to allow Apopka to provide wholesale wastewater service to the CO-OP.

4. Pursuant to the terms of the Service Agreement, the CO-OP is to grant to Apopka certain easements within the Co-Op Property on which a wastewater lift station and associated facilities shall be located ("Lift Station Site") in order to allow Apopka to provide wholesale wastewater service to the CO-OP.

5. The exact location of the Lift Station Site and certain easements cannot be determined with absolute certainty by the closing date under the Service Agreement and so the parties wish to memorialize their agreement to delay the transfer of the Lift Station Site and grant of associated easements until after the closing date.

ACCORDINGLY, in consideration of the Recitals hereof, for and in consideration of the mutual undertakings and agreements herein contained and assumed and other good and valuable considerations received by each party from the other, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

SECTION 1. RECITALS. The above recitals are true and correct, and form a material part of this Agreement.

SECTION 2. POST CLOSING TRANSFER OF LIFT STATION SITE; GRANT OF DEED. Within six (6) months after the closing under the Service Agreement, the CO-OP and Apopka shall do the following:

2.1 Agreement on Lift Station Site. The CO-OP and Apopka shall mutually agree on the exact location for the Lift Station Site required under the terms of the Service Agreement. The exact location will be within the South 100 feet of the East 100 feet of the current CO-OP water treatment plant site as more specifically described in Exhibit "C" attached hereto and incorporated herein by this reference.

2.2 Grant of Deed. Upon agreement on the exact location of the Lift Station Site, the CO-OP shall within sixty (60) days, transfer ownership of the Lift Station Site by means of warranty deed free of all liens and encumbrances in the manner required in the Service Agreement together with a title policy.

SECTION 3. POST CLOSING WASTEWATER EASEMENTS. The CO-OP agrees that, in addition to the easements for the wastewater lines assigned by the CO-OP under the Blanket Assignment and Assumption Agreement between and executed simultaneously with this Agreement, the CO-OP shall

cooperate with Apopka in identifying additional easement locations on the Co-Op Property for the installation, operation, maintenance, expansion and replacement of additional wastewater lines that may be installed by Apopka to serve properties outside of the Co-Op Property. CO-OP shall grant Apopka such additional easements without the requirement of any additional consideration, but subject to the conditions that (a) any such easement shall not interfere with the CO-OP's existing uses on the Co-Op Property; (b) such easements can be granted with no out-of-pocket costs to the CO-OP and (c) such easements are permissible under and in compliance with applicable codes, regulations and laws. The CO-OP also agrees to assist Apopka in getting any such easement rights that may be required from Banbury Village Condominium Association if necessary or desirable to effect City's plan for wastewater line extension.

SECTION 4. MISCELLANEOUS.

4.1 Covenant Running With the Land. This Agreement shall be deemed covenants running with the Co-Op Property, binding upon the CO-OP and its successors in interest to the Co-Op Property. The parties acknowledge and agree that this Agreement shall be recorded in the records of Orange County, Florida.

4.2. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereby have hereunder executed this Agreement on the day and year first above written.

ZELLWOOD STATION CO-OP, INC.

John G Hunter
Print Name: John G Hunter

W. C. Browder
Print Name: W. C. Browder

By: Robert D Thomson
Robert D. Thomson, President

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 14 day of April, 2006 by Robert D. Thomson as President of ZELLWOOD STATION CO-OP, INC. an Florida corporation, known to me to be the person described herein and who executed the foregoing.

Karen F. McMican
Signature of Notary Public

KAREN F. McMican
Print Notary Name

My Commission Expires: 2-9-09

Commission No.: DD394844

- Personally known, or
 Produced Identification
Type of Identification Produced

AFFIX NOTARY STAMP

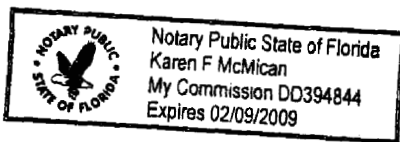


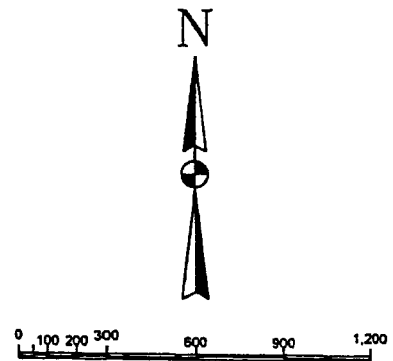
EXHIBIT "A"
SERVICE AREA

ZELLWOOD STATION CO-OP SERVICE AREA

PONKAN ROAD

LAKE COHEN
LITTLE LAKE COHEN
AND SURROUNDING PARK

BANBURY VILLAGE
CONDOMINIUM



From the Southwest corner of the Southeast 1/4 of Section 26, Township 20 South, Range 27 East, Orange County, Florida, run N.87°09'16"E. along the South line of said Section 26, a distance of 7,536 feet to the Point of Beginning on the Easterly right-of-way line of U.S. Highway No. 441, said point being on a curve concave Southwesterly and having a radius of 5859.65 feet; thence from a tangent bearing of S.41°51'48"E., run Southeasterly along the arc of said curve 137.88 feet through a central angle of 1°20'54" to a point; thence leaving said Easterly right-of-way line, run N.48°51'14"E. 222.89 feet to a point lying 30.00 feet North of said South line of Section 26; thence run N.87°09'16"E. parallel with said South line, 468.63 feet to a point on a curve concave Northeasterly and having a radius of 243.00 feet, said point also being on the Westerly line of the Southeastern portion of "Oak Grove Village Condominium", as recorded in Condominium Book 4, pages 106 and 107, public records of Orange County, Florida; thence run Northerly along said Westerly line of Oak Grove Village Condominium, the following courses: from a tangent bearing of N.36°50'50"W., run Northerly along the arc of said curve 3.71 feet through a central angle of 00°52'28" to the point of tangency; thence run N.35°58'34"W. 121.96 feet to the point of curvature of a curve concave Easterly, and having a radius of 365.34 feet; thence run Northerly along the arc of said curve 249.84 feet through a central angle of 39°10'55" to a point; thence run N.51°47'32"W. 43.77 feet to a point on a curve concave Westerly, and having a radius of 205.00 feet; thence from a tangent bearing of N.20°08'13"E. run Northerly along the arc of said curve 50.00 feet through a central angle of 13°58'28" to the point of tangency; thence run N.06°09'45"E. 32.82 feet to the point of curvature of a curve concave Westerly, and having a radius of 757.94 feet; thence run Northerly along the arc of said curve 103.96 feet through a central angle of 7°51'31" to the point of compound curvature of a curve concave Westerly and having a radius of 1730.00 feet; thence run Northerly along the arc of said curve 335.92 feet through a central angle of 11°07'31" to a point; thence run N.01°26'07"E. 204.45 feet; thence N.50°26'15"E. 65.85 feet to a point on the Southwesterly line of "Cayman Circle" (100 foot right-of-way), as described in exhibit "A" of Warranty Deed recorded in O.R. Book 3527, page 1913, public records of Orange County, Florida, said point being on a curve concave Northeasterly, and having a radius of 550.00 feet; thence from a tangent bearing of N.44°46'44"W., and leaving said Southeast portion of "Oak Grove Village Condominium" run Northwesterly along said Southwesterly line of Cayman Circle, and along the arc of said curve 100.14 feet through a central angle of 10°25'54" to the Eastern most corner of the Northwest portion of said "Oak Grove Village Condominium"; thence leaving said Southwesterly line of Cayman Circle, run Westerly along the Southerly line of said Northwest portion of "Oak Grove Village Condominium, the following courses: run S.50°26'15"W. 98.69 feet; thence S.24°58'29"W. 67.92 feet; thence S.87°01'19"W. 125.56 feet; thence S.03°56'49"W. 170.97 feet; thence S.78°01'37"E. 60.85 feet; thence S.32°10'35"E. 55.90 feet; thence S.04°44'54"W. 87.45 feet; thence S.13°46'05"E. 78.83 feet; thence S.14°33'41"W. 96.19 feet; thence S.29°00'06"W. 78.20 feet; thence N.56°33'47"W. 35.61 feet; thence N.84°37'14"W. 42.50 feet; thence N.64°39'50"W. 74.13 feet; thence S.89°38'19"W. 91.08 feet; thence N.30°40'58"W. 127.70 feet; thence N.03°01'40"E. 478.48 feet; thence S.87°01'19"W. 98.45 feet to the point of curvature of a curve concave Southeasterly, and having a radius of 65.00 feet; thence run Southwesterly along the arc of said curve 82.78 feet through a central angle of 72°58'20" to the point of compound curvature of a curve concave Easterly, and having a radius of 185.00 feet; thence run Southerly along the arc of said curve 42.48 feet through a central angle of 13°09'27" to a point on a curve concave Northerly and having a radius of 160.00 feet; thence from a tangent bearing of S.47°45'54"W., run Westerly along the arc of said curve 114.60 feet through a central angle of 41°02'20" to a point; thence leaving said Southerly line of the Northwest portion of "Oak Grove Village Condominium", run S.03°29'34"E. 416.08 feet to the Point of Curvature of a curve concave Northeasterly, and having a radius of 192.57 feet; thence run Southerly along the arc of said curve 177.02 feet through a central angle of 52°40'10" to the point of tangency; thence run S.56°09'44"E. 82.92 feet to the point of curvature of a curve concave Northerly, and having a radius of 324.10 feet; thence run Easterly along the arc of said curve 230.93 feet through a central angle of 10°40'30" to a point; thence run S.68°40'27"E. 91.34 feet to

thence S.49°57'24" 2.19 feet; thence S.59°01' 15.66 feet; thence
S.84°16'17"W. 16.93 feet; thence N.78°07'33"W. 20.43 feet; thence
S.46°58'49"W. 15.70 feet to a point on the aforesaid Easterly right-of-way
line of U.S. Highway No. 441, said point being on a curve concave
Southwesterly, and having a radius of 5859.65 feet; thence from a tangent
bearing of S.43°01'11"E., run Southeasterly along the arc of said curve, and
along said Easterly right-of-way line, 118.27 feet through a central angle of
01°09'23" to the point of beginning, containing 13.5992 acres more or less.

DESCRIPTION TRACT TWO:

From the Southwest corner of the Southeast 1/4 of Section 26, Township 20 South, Range 27 East, Orange County, Florida, run N.03°27'28"W. along the West line of said Southeast 1/4 of Section 26, a distance of 1436.73 feet to the Point of Beginning on the Northerly line of Oak Grove Village Condominium, as recorded in Condo. Book 4, Page 105 and 107, public records of Orange County, Florida; thence continue N.03°27'28"W. along said West line of the Southeast 1/4 of Section 26, and along the West line of the Northeast 1/4 of said Section 26, a distance of 3300.10 feet; thence leaving said West line run N.89°49'16"E. parallel with the South line of said Northeast 1/4 of Section 26, a distance of 788.00 feet; thence N.03°27'28"W. parallel with said West line of the Northeast 1/4 of Section 26, a distance of 669.00 feet to a point on the South right-of-way line of Poncan Road (60 foot right-of-way); thence run N.89°49'16"E. along said South right-of-way line 1894.65 feet to a point on the West line of the Northwest 1/4 of Section 25, Township 20 South, Range 27 East, Orange County, Florida; thence continuing along said South right-of-way line, run N.05°44'53"E. 2645.96 feet to a point on the West line of the Northeast 1/4 of said Section 25, thence continuing along said right-of-way line run N.87°35'27"E. 1349.22 feet to a point on the East line of the West 3/4 of said Section 25; thence leaving said South right-of-way line, run S.02°47'04"E. along said East line of the West 3/4 of Section 25, a distance of 2455.70 feet to the Northeast corner of "Banbury Village Condominium" as recorded in Condo. Book 5, Pages 1 & 2, public records of Orange County, Florida; thence run Westerly along the Northerly line of said "Banbury Village Condominium", the following courses: run S.75°51'06"W. 340.42 feet to a point on a curve, concave Westerly and having a radius of 628.26 feet; thence from a tangent bearing of S.14°08'54"E., run Southerly along the arc of said curve 25.17 feet through a central angle of 2°17'44" to a point; thence run S.78°08'50"W. 86.00 feet to a point on a curve concave Westerly and having a radius of 542.26 feet; thence from a tangent bearing of S.11°51'10"E run Southerly along the arc of said curve 19.69 feet through a central angle of 2°04'48" to the Point of Tangency; thence run S.09°46'22"E. 398.62 feet to the Point of Curvature of a curve concave Westerly, and having a radius of 368.41 feet; thence run Southerly along the arc of said curve 86.20 feet through a central angle of 13°24'24" to a point on a curve concave Southerly, and having a radius of 602.00 feet thence from a tangent bearing of N.78°17'10"W., run Westerly along the arc of said curve 512.17 feet through a central angle of 48°44'45" to the Point of Tangency; thence run S.52°58'06"W 257.62 feet to a point on a curve concave Easterly, and having a radius of 120.00 feet; thence from a tangent bearing of S.89°50'10"W., run Westerly and Southerly along the arc of said curve, 282.24 feet, through a central angle of 134°45'34" to the Point of Tangency; thence run S.44°55'24"E. 129.66 feet to point on a curve concave Southeasterly having a radius of 517.50 feet; thence from a tangent bearing of S.45°04'36"W., run Southwesterly along the arc of said curve 360.01 feet through a central angle of 39°51'34" to the point of reverse curvature of a curve concave Northwesterly, and having a radius of 429.00 feet; thence run Southwesterly along the arc of said curve 412.11 feet through a central angle of 55°02'22" to a point on the East line of Unit 1645 of Citrus Ridge Village Condominium as recorded in Condo. Book 4, Pages 135 and 136, public records of Orange County, Florida; thence run N.29°44'36"W. along said East line of Unit 1645, a distance of 7.00 feet to the Northerlymost corner of said Unit 1645, said corner being on a curve concave Northwesterly and having a radius of 422.06 feet; thence run Westerly. along the Northerly line of said Citrus Ridge Village Condominium, the following courses: from a tangent bearing of S.60°15'24"W. run Westerly along the arc of said curve 107.69 feet through central angle of 14°37'16" to the point of compound curvature of a curve concave Northerly and having a radius of 700.7 feet; thence run Westerly along the arc of said curve 322.85 feet through a central angle of 26°23'48" to a point; thence run N.34°05'28"W. 450.44 feet to the point of curvature of a curve concave Easterly, and having a radius of 201.63 feet; thence from a tangent bearing of S.14°08'54"E. run Southerly along the arc of said curve 106.60 feet

foot private right-of-way) as recorded in O.R. Book 3527, Page 1913, public records of Orange County, Florida; thence continue S.85°00'59"W. 100.00 feet to the Northwest corner of said Cayman Circle; thence run Southerly along the Westerly right-of-way line of said Cayman Circle the following courses: run S.04°59'01"E. 169.70 feet to the point of curvature on a curve concave Westerly, and having a radius of 270.01 feet; thence run Southerly along the arc of said curve 115.47 feet through a central angle of 23°47'54" to the point of tangency; thence run S.18°48'53"W. 97.64 feet to the point of curvature of a curve concave Easterly and having a radius of 1324.27 feet; thence run Southerly along the arc of said curve 347.22 feet through a central angle of 15°01'23" to the Northeast corner of the "Lake Cohen, Little Lake Cohen, and Surrounding Park" as described in said O.R. Book 3527, Page 1913, public records of Orange County, Florida; thence run Westerly along the Northerly line of said "Lake Cohen, Little Lake Cohen, and Surrounding Park", the following courses: run N.81°31'48"W. 152.44 feet to the point of curvature of a curve concave Southerly, and having a radius of 511.00 feet; thence run Westerly along the arc of said curve 322.06 feet through a central angle of 36°06'39" to the point of tangency; thence run S.62°21'35"W. 259.27 feet to the point of curvature of a curve concave Northerly, and having a radius of 779.00 feet; thence run Westerly along the arc of said curve 864.96 feet through a central angle of 63°37'05" to a point; thence run N.35°58'41"E. 86.00 feet to a point on a curve concave Northeasterly, and having a radius of 693.00 feet; thence from a tangent bearing of N.54°01'19"W., run Westerly along the arc of said curve 115.01 feet through a central angle of 09°34'29" to the point of tangency; thence run N.44°26'50"W. 122.72 feet to the point of curvature of a curve concave Southwesterly, and having a radius of 577.00 feet; thence run Westerly along the arc of said curve 384.78 feet through a central angle of 38°12'29" to the point of tangency; thence run N.82°39'19"W. 168.65 feet to the point of curvature of a curve concave Northeasterly, and having a radius of 151.92 feet; thence run Northwesterly along the arc of said curve 206.96 feet through a central angle of 78°03'18" to a point on a curve concave Southeasterly and having a radius of 617.00 feet; thence from a tangent bearing of S.82°53'27"W., run Westerly along the arc of said curve 187.78 feet through a central angle of 17°26'15" to the point of reverse curvature of a curve concave Northwesterly and having a radius of 1616.09 feet; thence run Westerly along the arc of said curve 187.99 feet through a central angle of 06°39'54" to the point of reverse curvature of a curve concave Southeasterly, and having a radius of 2078.73 feet; thence run Westerly along the arc of said curve 155.22 feet through a central angle of 04°16'42" to the point of tangency; thence run S.67°50'26"W. 56.45 feet to the point of curvature of a curve concave Northwesterly, and having a radius of 693.00 feet; thence run Westerly along the arc of said curve 129.24 feet through a central angle of 10°41'06" to the Northeast corner of the "Recreation Complex", as described in O.R. Book 3527, Page 1913 public records of Orange County, Florida; thence continue Westerly along the arc of said curve 112.98 feet through a central angle of 09°20'26" to the point of tangency; thence run S.87°52'00"W. 177.44 feet to the point of curvature of a curve concave Southerly and having a radius of 314.08 feet; thence run Westerly along the arc of said curve 84.74 feet through a central angle of 15°27'29" to the point of tangency; thence run S.72°24'41"W. 179.38 feet to the Northeast corner of the Western part of aforesaid "Cayman Circle" (100 foot right-of-way) as described in O.R. Book 3527, Page 1913, public records of Orange County, Florida; thence run S.83°51'44"W. 100.00 feet to the Northwest corner of said "Cayman Circle"; thence run S.06°08'16"E. along the West line of said "Cayman Circle" a distance of 93.62 feet to the intersection of said West line of "Cayman Circle", and the Northern line of aforesaid "Oak Grove Village Condominium" as recorded in Condominium...

LESS

DESCRIPTION PARCEL "A":

From the Southeast corner of the West 3/4 of Section 25, Township 20 South, Range 27 East, Orange County, Florida, run N.02°47'04"W. along the East line of said West 3/4 of Section 25, a distance of 2063.81 feet to the Northeast corner of "Banbury Village Condominium", as recorded in Condo. Book 5, Pages 1 & 2, public records of Orange County, Florida; thence continue N.02°47'04"W. along said East line, 1705.15 feet; thence leaving said East line, run S.89°13'09"W. 291.14 feet to the point of beginning; thence run N.29°57'56"W. 86.24 feet to a point on a curve concave Northerly, and having a radius of 257.00 feet; thence from a tangent bearing of S.55°07'25"W., run Westerly along the arc of said curve 44.05 feet through a central angle of 9°49'17" to a point; thence run S.29°57'56"E. 86.24 feet to a point on a curve concave Northerly, and having a radius of 343.00 feet; thence from a tangent bearing of S.63°42'43"W., run Westerly along the arc of said curve 129.15 feet through a central angle of 21°34'27" to the point of tangency; thence run S.85°17'09"W. 89.05 feet; thence S.04°42'51"E. 167.62 feet to the point of curvature of a curve concave Westerly, and having a radius of 878.00 feet; thence run Southerly along the arc of said curve 265.47 feet through a central angle of 17°19'26" to a point; thence run N.77°23'26"W. 86.00 feet; thence S.75°26'47"W. 61.29 feet; thence N.75°13'04"W. 113.18 feet to a point on a curve concave Northerly and having a radius of 120.00 feet; thence from a tangent bearing of S.32°44'05"W., run Westerly along the arc of said curve 278.66 feet through a central angle of 133°03'05" to a point; thence run N.16°17'49"W. 233.56 feet; thence N.24°11'46"W. 137.76 feet to a point on a curve concave Southeasterly, and having a radius of 1003.00 feet thence from a tangent bearing of S.67°03'38"W., run Southwesterly along the arc of said curve 44.00 feet through a central angle of 2°30'49" to a point; thence run S.24°11'46"E. 86.02 feet to a point on a curve concave Southeasterly and having a radius of 917.00 feet; thence from a tangent bearing of S.64°25'45"W. run Westerly along the arc of said curve 38.91 feet through a central angle of 2°25'53" to the point of tangency; thence run S.61°59'52"W. 219.12 feet to the point of curvature of a curve concave Northerly, and having a radius of 498.00 feet; thence run Westerly along the arc of said curve 281.82 feet through a central angle of 32°25'27" to the point of tangency; thence run N.85°34'41"W. 288.19 feet to the point of curvature of a curve concave Southeasterly, and having a radius of 202.00 feet; thence run Southwesterly along the arc of said curve 201.56 feet through a central angle of 57°10'19" to a point; thence run N.52°45'00"W. 86.00 feet to a point on a curve concave Southeasterly, and having a radius of 288.00 feet; thence from a tangent bearing of S.37°15'00"W.; run Southerly along the arc of said curve 50.52 feet through a central angle of 10°03'03" to a point; thence run N.62°48'03"W. 130.00 feet to a point on a curve concave Southeasterly, and having a radius of 418.00 feet; thence from a tangent bearing of N.27°11'57"E., run Northeasterly along the arc of said curve 218.48 feet through a central angle of 29°56'50" to a point; thence run N.00°25'53"W. 51.30 feet to a point on a curve concave Easterly and having a radius of 120.00 feet; thence from a tangent bearing of N.79°23'46"W., run Westerly, Northerly and Easterly along the arc of said curve 396.78 feet through a central angle of 189°26'47" to a point on a curve concave Southerly, and having a radius of 654.00 feet; thence from a tangent bearing of N.75°29'02"E., run Easterly along the arc of said curve 193.14 feet through a central angle of 16°55'14" to a point; thence run S.02°24'16"W. 86.00 feet to a point on a curve concave Southerly, and having a radius of 568.00 feet; thence from a tangent bearing of S.87°35'44"E., run Easterly along the arc of said curve 20.00 feet through a central angle of 2°01'03" to a point; thence run N.04°25'19"E. 86.00 feet; thence S.85°34'41"E. 288.19 feet to the point of curvature of a curve concave Northerly, and having a radius of 46.00 feet; thence run Easterly along the arc of said curve 26.03

01°38'30" to a point; thence run N.12°04'33"W. 86.00 feet to a point on a curve concave Southerly and having a radius of 1133.00 feet; thence from a tangent bearing of N.77°55'28"E., run Easterly along the arc of said curve 145.57 feet through a central angle of 07°21'42" to the point of tangency; thence run N.85°17'09"E. 55.78 feet; thence N.04°42'51"W. 18.44 feet to the point of curvature of a curve concave Westerly, and having a radius of 347.00 feet; thence run Northerly along the arc of said curve 170.60 feet through a central angle of 28°10'56" to a point; thence run N.57°06'13"E. 86.00 feet to a point on a curve concave Westerly, and having a radius of 433.00 feet; thence from a tangent bearing of N.32°53'47"W., run Northerly along the arc of said curve 24.97 feet through a central angle of 3°18'15" to a point; thence run S.53°47'59"W. 86.00 feet to a point on a curve concave Southwesterly, and having a radius of 347.00 feet; thence from a tangent bearing of N.36°12'01"W., run Northerly along the arc of said curve 92.11 feet through a central angle of 15°12'33" to the point of tangency; thence run N.51°24'34"W. 94.66 feet to the point of curvature of a curve concave Southerly, and having a radius of 162.00 feet; thence run Westerly along the arc of said curve 162.54 feet through a central angle of 57°29'10" to the point of tangency; thence run S.71°06'17"W. 370.25 feet to the point of curvature of a curve concave Northerly, and having a radius of 1078.00 feet; thence run Westerly along the arc of said curve 717.62 feet through a central angle of 38°08'29" to the point of tangency; thence run N.70°45'14"W. 420.34 feet to the point of curvature of a curve concave Southerly, and having a radius of 1047.00 feet; thence run Westerly along the arc of said curve 514.79 feet through a central angle of 28°10'16" to the point of tangency; thence run S.81°04'30"W. 337.46 feet to the point of curvature of a curve concave Northerly, and having a radius of 961.32 feet; thence run Westerly along the arc of said curve 86.43 feet through a central angle of 5°09'05" to a point; thence run N.03°46'25"W. 86.00 feet to a point on a curve concave Northerly, and having a radius of 875.32 feet; thence from a tangent bearing of S.86°13'35"W., run Westerly along the arc of said curve 118.13 feet through a central angle of 7°43'57" to a point; thence run N.03°57'35"E. 140.00 feet to a point on a curve concave Northerly, and having a radius of 735.32 feet; thence from a tangent bearing of S.86°02'28"E., run Easterly along the arc of said curve 165.35 feet through a central angle of 12°53'02" to the point of tangency; thence run N.81°04'30"E. 337.46 feet to the point of curvature of a curve concave Southerly, and having a radius of 1273.00 feet; thence run Easterly along the arc of said curve 625.91 feet through a central angle of 28°10'16" to the point of tangency; thence run S.70°45'14"E. 10.00 feet; thence N.19°14'46"E. 211.11 feet to the point of curvature of a curve concave Southeasterly, and having a radius of 438.00 feet; thence run Northeasterly along the arc of said curve 233.20 feet through a central angle of 30°30'18" to a point; thence run S.40°14'56"E. 86.00 feet; thence S.39°13'42"E. 44.00 feet; thence S.40°23'41"E. 86.00 feet; thence S.13°03'07"E. 85.00 feet to a point on a curve concave Southerly, and having a radius of 120.00 feet; thence from a tangent bearing of N.76°56'53"E., run Easterly along the arc of said curve 144.45 feet through a central angle of 68°58'13" to a point on a curve concave Northerly, and having a radius of 606.00 feet; thence from a tangent bearing of S.72°23'32"E., run Easterly along the arc of said curve 386.08 feet through a central angle of 36°30'12" to the point of tangency; thence run N.71°06'16"E. 78.00 feet to a point on a curve concave Southerly, and having a radius of 120.00 feet; thence from a tangent bearing of N.34°14'05"E., run Easterly along the arc of said curve 240.06 feet through a central angle of 114°37'21" to a point; thence run S.53°04'02"E. 212.48 feet; thence S.16°28'41"E. 86.00 feet to a point on a curve concave Southerly, and having a radius of 302.00 feet; thence from a tangent bearing of N.73°31'19"E., run Easterly along the arc of said curve 27.84 feet through a central angle of 5°16'56" to a point; thence run N.11°11'46"W. 86.00 feet to a point on a curve concave Southwesterly, and having a radius of 388.00 feet; thence from a tangent bearing of N.78°48'14"E. run Southeasterly along the arc of said curve 337.15 feet through a central angle of 49°47'12" to the point of tangency; thence run S.51°24'34"E. 94.66 feet to the point of curvature of a curve concave Southwesterly, and having a radius of 573.00 feet; thence run

run Westerly along the arc of said curve 80.26 feet through a central angle of $114^{\circ}57'50''$ to a point; thence run $N.67^{\circ}47'39''W.$ 84.34 feet to a point on a curve concave Southeasterly, and having a radius of 120.00 feet; thence from a tangent bearing of $N.11^{\circ}52'37''E.$, run Northeasterly along the arc of said curve 46.52 feet through a central angle of $22^{\circ}12'44''$ to a point; thence run $N.02^{\circ}46'51''W.$ 100.33 feet to a point on a curve concave Northeasterly, and having a radius of 126.00 feet; thence from a tangent bearing of $N.81^{\circ}00'14''W.$ run Northwesterly along the arc of said curve 177.15 feet through a central angle of $80^{\circ}33'15''$ to a point; thence run $N.24^{\circ}34'30''W.$ 63.86 feet to a point; thence run $N.66^{\circ}07'36''W.$ 197.46 feet; thence $S. 87^{\circ} 51'57''W.$ 1027.35 feet to the point of curvature of a curve concave Southerly and having a radius of 242.00 feet; thence run Westerly along the arc of said curve 43.19 feet through a central angle of $10^{\circ}13'35''$ to a point; thence run $N.12^{\circ}21'38''W.$ 86.00 feet to a point on a curve concave Southeasterly, and having a radius of 328.00 feet; thence from a tangent bearing of $S.77^{\circ}38'22''W.$ run Westerly along the arc of said curve 31.18 feet through a central angle of $5^{\circ}26'50''$ to a point thence run $N.17^{\circ}48'28''W.$ 130.00 feet to a point on a curve concave Southerly and having a radius of 458.00 feet; thence from a tangent bearing of $N.72^{\circ}11'32''E.$, run Easterly along the arc of said curve 77.36 feet through a central angle of $9^{\circ}40'38''$ to a point; thence run $N.08^{\circ}07'51''W.$ 20.00 feet to a point on a curve concave Southerly and having a radius of 478.00 feet; thence from a tangent bearing of $N.81^{\circ}52'10''R.$, run Easterly along the arc of said curve 50.03 feet through a central angle of $5^{\circ}59'47''$ to the point of tangency; thence run $N.87^{\circ}51'57''E.$ 1275.79 feet to the point of curvature of a curve concave Southerly, and having a radius of 1333.81 feet; thence run Easterly along the arc of said curve 111.32 feet through a central angle of $4^{\circ}46'56''$ to the point of compound curvature of a curve concave Southwesterly, and having a radius of 453.00 feet; thence run Southeasterly along the arc of said curve 668.65 feet through a central angle of $84^{\circ}34'17''$ to the point of tangency thence run $S.02^{\circ}46'51''R.$ 577.00 feet to the point of curvature of a curve concave Westerly, and having a radius of 363.00 feet; thence run Southerly along the arc of said curve 19.89 feet through a central angle of $3^{\circ}08'24''$ to a point; thence run $N.89^{\circ}38'27''W.$ 20.00 feet to a point on a curve concave Northwesterly and having a radius of 343.00 feet; thence from a tangent bearing of $S.00^{\circ}21'33''W.$, run Southwesterly along the arc of said curve 335.23 feet through a central angle of $55^{\circ}59'52''$ to the point of beginning, containing 62.5014 acres more or less.

AND ALSO LESS:

DESCRIPTION PARCEL "B"

From the Southwest corner of the Southeast 1/4 of Section 26, Township 20 South, Range 27 East, Orange County, Florida, run N.03°27'28"W. along the West line of said Southeast 1/4 of Section 26, a distance of 1436.73 feet to a point on the North line of "Oak Grove Village Condominium", as recorded in Condo. Book 4, pages 106 and 107, public records of Orange County, Florida; thence run N.73°24'02"E. along said North line 534.93 feet to a point on the Westerly line of the western end of "Cayman Circle", (100 foot right-of-way) as described in Exhibit "A" of the Warranty Deed recorded in O.R. Book 3527, Page 1913, public records of Orange County, Florida; thence run N.06°08'16"W. along said Westerly line, 93.62 feet to the Northwest corner of said Cayman Circle; thence run N.83°51'44"E. 100.00 feet to the Northeast corner of said Cayman Circle, said corner also being the Northwest corner of the "Recreation Complex" as described in said exhibit "A"; thence run N.72°24'41"E. along the Northerly line of said Recreation Complex, 100.18 feet to the point of beginning; thence leaving said Northerly line of the recreation complex, run N.17°35'29"W. 101.00 feet to a point on a curve concave Northerly, and having a radius of 645.23 feet; thence from a tangent bearing of S.72°24'31"W.; run Westerly along the arc of said curve 27.31 feet through a central angle of 2°25'29" to a point; thence run N.15°10'00"W. 140.00 feet to a point on a curve concave Northerly and having a radius of 505.23 feet; thence from a tangent bearing of N.74°50'00"E. run Easterly along the arc of said curve 21.38 feet through a central angle of 2°25'29" to the point of tangency; thence run N.72°24'31"E. 79.20 feet to the point of curvature of a curve concave Southerly, and having a radius of 555.08 feet; thence run Easterly along the arc of said curve 40.73 feet through a central angle of 04°12'32" to a point on a curve concave Westerly, and having a radius of 129.49 feet; thence from a tangent bearing of N.01°38'03"E., run Northerly along the arc of said curve 92.66 feet through a central angle of 41°00'01" to a point; thence run N.82°00'18"W. 165.01 feet to a point on a curve concave Westerly, and having a radius of 950.00 feet; thence from a tangent bearing of N.15°11'02"W., run Northerly along the arc of said curve 136.26 feet through a central angle of 8°13'05" to the point of tangency; thence run N.23°24'07"W. 220.59 feet to the point of curvature of a curve concave Easterly, and having a radius of 760.00 feet; thence run Northerly along the arc of said curve 354.04 feet through a central angle of 26°41'27" to the point of tangency; thence run N.03°17'20"E. 108.98 feet to the point of curvature of a curve concave Southeasterly, and having a radius of 695.00 feet; thence run Northeasterly along the arc of said curve 325.24 feet through a central angle of 26°48'45" to the point of tangency; thence run N.30°06'05"E. 417.84 feet to the point of curvature of a curve concave Southeasterly, and having a radius of 858.78 feet; thence run Northeasterly along the arc of said curve 446.83 feet through a central angle of 29°48'41" to the point of reverse curvature of a curve concave Northwesterly, and having a radius of 560.00 feet; thence run Northeasterly along the arc of said curve 301.86 feet through a central angle of 30°53'06" to a point; thence run S.36°19'27"E. 176.77 feet; thence S.59°21'01"E. 1217.29 feet to a point on a curve concave Southwesterly and having a radius of 948.78 feet; thence from a tangent bearing of S.57°24'58"E. run Southwesterly along the arc of said curve 101.74 feet through a central angle of 6°08'38" to a point on a curve concave Southeasterly, and having a radius of 645.75 feet; thence from a tangent bearing of N.47°54'22"E. run Northeasterly along the arc of said curve 251.76 feet through a central angle of 22°20'16" to a point; thence N.66°49'48"E. 81.94 feet to a point on a curve concave Southerly and having a radius of 655.75 feet; thence from a tangent bearing of N.77°24'32"E. run Easterly along the arc of said curve 406.97 feet

through a central angle of $02^{\circ}49'40''$ to a point on a curve concave Easterly, and having a radius of 505.31 feet; thence from a tangent bearing of $S.24^{\circ}33'54''W.$, run Southerly along the arc of said curve 251.62 feet through a central angle of $28^{\circ}31'51''$ to the point of compound curvature of a curve concave Northeasterly, and having a radius of 256.45 feet; thence run Southeasterly along the arc of said curve 275.19 feet through a central angle of $61^{\circ}29'01''$ to the point of tangency; thence run $S.65^{\circ}26'57''E.$ 274.82 feet; thence $S.01^{\circ}44'18''E.$ 391.31 feet; thence $S.31^{\circ}23'33''E.$ 243.87 feet; thence $S.62^{\circ}21'34''W.$ 407.60 feet; thence $S.01^{\circ}44'18''E.$ 37.70 feet; thence $S.88^{\circ}15'42''W.$ 86.00 feet; thence $N.01^{\circ}44'18''W.$ 25.22 feet; thence $S.88^{\circ}15'42''W.$ 130.00 feet; thence $N.01^{\circ}44'18''W.$ 10.63 feet to a point on a curve concave Northeasterly, and having a radius of 302.00 feet; thence from a tangent bearing of $N.71^{\circ}30'44''W.$ run Northwesterly along the arc of said curve 142.66 feet through a central angle of $27^{\circ}03'54''$ to the point of tangency; thence run $N.44^{\circ}26'50''W.$ 122.72 feet to the point of curvature of a curve concave Southwesterly and having a radius of 968.00 feet; thence run Northwesterly along the arc of said curve 246.11 feet through a central angle of $14^{\circ}34'03''$ to a point; thence run $S.30^{\circ}59'07''W.$ 10.00 feet to a point on a curve concave Southwesterly, and having a radius of 958.00 feet; thence from a tangent bearing of $N.59^{\circ}00'53''W.$ run Westerly along the arc of said curve 152.73 feet through a central angle of $9^{\circ}08'05''$ to a point on a curve concave Southwesterly and having a radius of 128.00 feet; thence from a tangent bearing of $N.20^{\circ}03'00''W.$, run Northwesterly along the arc of said curve 14.09 feet through a central angle of $6^{\circ}18'25''$ to a point on a curve concave Southerly and having a radius of 968.00 feet; thence from a tangent bearing of $N.68^{\circ}44'21''W.$, run Westerly along the arc of said curve 235.11 feet through a central angle of $13^{\circ}54'58''$ to the point of tangency; thence run $N.82^{\circ}39'19''W.$ 163.28 feet to the point of curvature of a curve concave Southerly, and having a radius of 868.00 feet; thence run Westerly along the arc of said curve 259.39 feet through a central angle of $17^{\circ}07'20''$ to a point; thence run $S.09^{\circ}46'39''E.$ 96.00 feet; thence $S.03^{\circ}50'05''E.$ 54.31 feet; thence $S.10^{\circ}13'35''E.$ 101.00 feet to a point on the Northerly line of the "Lake Cohen, Little Lake Cohen, and Surrounding Park" parcel as described in aforesaid Exhibit "A" in the Warranty Deed, recorded in O.R. Book 3527, Page 1913, public records of Orange County, Florida, said point being on a curve concave Southerly, and having a radius of 617.00 feet; thence run Westerly along said Northerly line of "Lake Cohen, Little Lake Cohen, and Surrounding Park" and along the Northerly line of aforesaid "Recreation Complex", the following courses: thence from a tangent bearing of $S.79^{\circ}46'25''W.$, run Westerly along the arc of said curve a distance of 154.20 feet through a central angle of $14^{\circ}19'11''$ to the point of reverse curvature of a curve concave Northerly, and having a radius of 1616.09 feet; thence run Westerly along the arc of said curve 187.99 feet through a central angle of $6^{\circ}39'54''$ to the point of reverse curvature of a curve concave Southerly, and having a radius of 2078.73 feet; thence run Westerly along the arc of said curve 155.22 feet through a central angle of $4^{\circ}16'42''$ to the point of tangency; thence run $S.67^{\circ}50'26''W.$ 56.45 feet to the point of curvature of a curve concave Northerly, and having a radius of 693.00 feet; thence run Westerly along the arc of said curve 242.22 feet through a central angle of $20^{\circ}01'34''$ to the point of tangency; thence run $S.87^{\circ}52'00''W.$ 177.44 feet to the point of curvature of a curve concave Southerly, and having a radius of 314.08 feet; thence run Westerly along the arc of said curve 84.74 feet through a central angle of $15^{\circ}27'29''$ to the point of tangency; thence run $S.72^{\circ}24'41''W.$ 79.20 feet to the point of beginning, containing 103.3363 acres more or less.

and further conveying unto the Grantee:

DESCRIPTION OF WELL, SITE NO. 1:

From the Southwest corner of the Southeast 1/4 of Section 26, Township 20 South, Range 27 East, Orange County, Florida, run N.03°27'20"W. along the West line of said Southeast 1/4 of Section 26, a distance of 1436.73 feet to a point on the North line of "Oak Grove Village Condominium", as recorded in Condo. Book 4, pages 106 and 107, public records of Orange County, Florida; thence continue N.03°27'28"W. along said West line of Section 26, a distance of 1149.29 feet; thence leaving said West line, run N.82°44'47"E. 674.54 feet to the point of beginning; thence run N.07°15'13"W. 17.83 feet; thence N.47°38'32"E. 11.48 feet; thence N.82°44'47"E. 42.61 feet; thence S.07°15'13"E. 52.00 feet; thence S.82°44'47"W. 38.26 feet; thence N.61°29'45"W. 16.93 feet; thence N.07°15'13"W. 17.68 feet to the point of beginning, containing 2605 square feet more or less.

and,

DESCRIPTION OF WELL SITE NO. 2

From the Southwest corner of the Southeast 1/4 of Section 26, Township 20 South, Range 27 East, Orange County, Florida, run N.03°27'28"W. along the West line of said Southeast 1/4 of Section 26, a distance of 1436.73 feet to a point on the North line of "Oak Grove Village Condominium", as recorded in Condo. Book 4, pages 106 and 107, public records of Orange County, Florida; thence continue N.03°27'28"W. along said West line, 2018.85 feet; thence, leaving said West line run S.57°35'01"E, 856.30 feet to the point of curvature of a curve concave Northerly, and having a radius of 504.79 feet; thence run Easterly along the arc of said curve 301.16 feet through a central angle of 29°30'26" to the point of tangency; thence run N.09°05'27"E, 64.62 feet to the point of curvature of a curve concave Northwesterly, and having a radius of 360.00 feet; thence run Northeasterly along the arc of said curve 292.74 feet through a central angle of 46°35'26" to the point of tangency; thence run N.44°19'07"E, 158.90 feet to the point of curvature of a curve concave Southeasterly, and having a radius of 926.80 feet; thence run Northeasterly along the arc of said curve 62.61 feet through a central angle of 3°52'13" to a point; thence leaving said curve, run S.40°27'05"E, 267.74 feet to the point of curvature of a curve concave Westerly, and having a radius of 300.00 feet; thence run Southerly along the arc of said curve 91.42 feet through a central angle of 17°27'33" to the point of tangency; thence run S.22°59'30"E, 225.98 feet to the point of beginning; thence run N.67°00'30"E, 26.00 feet; thence S.22°59'30"E, 52.00 feet; thence S.67°00'30"W, 52.00 feet; thence N.22°59'30"W, 52.00 feet; thence N.67°00'30"E, 26.00 feet to the point of beginning, containing 2704 square feet more or less.

and,

DESCRIPTION OF WELL SITE 131

From the Southeast corner of the West 3/4 of Section 25, Township 20 South, Range 27 East, Orange County, Florida, run N.02°47'04"W. along the East line of said West 3/4 of Section 25, a distance of 2863.81 feet to the Northeast corner of "Bahbury Village Condominium", as recorded in Condo. Book 5, Pages 1 & 2, public records of Orange County, Florida; thence continue N.02°47'04"W. along said East line, 1005.19 feet; thence leaving said East line, run N.89°19'43"W. 1902.30 feet to a point on a curve concave Southerly, and having a radius of 568.00 feet; thence from a tangent bearing of N.85°34'41"W.;, run Westerly along the arc of said curve 134.05 feet through a central angle of 13°31'19" to the point/on beginning; thence run S.09°06'00"E. 20.00 feet to a point on a curve concave Southerly and having a radius of 548.00 feet; thence from a tangent bearing of S.80°54'00"W., run Westerly along the arc of said curve 38.90 feet through a central angle of 4°04'00" to a point; thence run N.13°10'00"W. 20.00 feet to a point on a curve concave Southerly, and having a radius of 568.00 feet; thence from a tangent bearing of N.80°54'00"E. run Easterly along the arc of said curve 40.31 feet through a central angle of 4°04'00" to the Point of Beginning, containing 792.1 square feet more or less.

and, incl. in the insured property

Exhibit "A"

AND the following Unit Numbers of OAK GROVE VILLAGE CONDOMINIUM,
a Condominium according to the Declaration of Condominium
recorded in OR Book 1034, Page 1441, of the Public Records of
Orange County, Florida, and all exhibits and amendments thereof
and Condominium Plat Book 4, Page 106, of the Public Records of
Orange County, Florida, together with an undivided interest in
and to the common elements as described in said Declaration in
appurtenant thereto, all in accordance with and subject, however,
to all of the provisions of the said Condominium.

UNIT NUMBERS:

B	26	57	88
MV2	27	58	89
MV3	28	59	90
MV8	29	60	92
MV12	31	61	93
1	02	62	95
2	03	63	96
3	04	64	97
4	07	65	98
5	09	66	102
6	10	67	110
7	12	68	114
8	14	74	115
9	17	76	118
10	19	79	123
11	20	81	125
12	21	83	126
13	22	84	128
14	23	85	129
15	24	86	102
16		87	

Exhibit "A"

AND the following Unit Numbers of CITRUS RIDGE VILLAGE CONDOMINIUM, a Condominium according to the Declaration of Condominium recorded in OR Book 1048, Page 337, of the Public Records of Orange County, Florida, and all exhibits and amendments thereof and Condominium Plat Book 4, Page 139, of the Public Records of Orange County, Florida, together with an undivided interest in and to the common elements as described in said Declaration appurtenant thereto, all in accordance with and subject, however, to all of the provisions of the said Condominium.

UNIT NUMBERS:

1420	1478	1528
1422	1470	1527
1424	1478	1531
1429	1470	1533
1430	1477	1535
1433	1480	1538
1438	1482	1537
1439	1483	1538
1441	1484	1539
1442	1488	1540
1443	1487	1541
1445	1488	1548
1448	1489	1550
1447	1490	1545
1448	1492	1548
1450	1493	1552
1481	1500	1554
1482	1501	1555
1453	1502	1759
1454	1504	1770
1455	1505	1772
1481	1507	1774
1462	1508	1775
1483	1511	1777
1484	1514	1778
1468	1519	(R-1)
1488	1520	(R-8)
1488	1524	(R-9)
1470	1528	

Exhibit "A"

AND the following Unit Numbers of BANBURY VILLAGE CONDOMINIUM, a Condominium according to the Declaration of Condominium recorded in OR Book 3083, Page 430, of the Public Records of Orange County, Florida, and all exhibits and amendments thereof and Condominium Plat Book 5, Page 1, of the Public Records of Orange County, Florida, together with an undivided interest in and to the common elements as described in said Declaration appurtenant thereto, all in accordance with and subject, however, to all of the provisions of the said Condominium.

UNIT NUMBERS:

1384	1607	1877	1720	1779
1388	1608	1878	1724	1780
1389	1610	1879	1728	1781
1387	1614	1880	1727	1788
1388	1624	1881	1728	1787
1389	1629	1882	1700	1791
1370	1630	1884	1731	1794
1371	1631	1888	1733	
1372	1632	1888		1798
1374	1642	1890	1704	1801
1389	1684	1892	1735	1803
1402	1685	1894	1708	1804
1403	1688	1898	1743	1808
1405	1687	1897	1745	1808
1408	1688	1704	1748	1807
1400	1689	1711	1747	1808
1412		1712	1749	1809
1413	1670	1713	1758	1818
1416	1671	1718	1768	1821
1418	1673	1717	1781	1823
1419	1678	1718	1787	1828
1808	1678	1719	1788	

together with

TOGETHER WITH THE FOLLOWING DESCRIBED EASEMENTS: (O.R. Book 3339, Page 1098)

A perpetual utility easement for construction, operation, utilization and maintenance of underground sanitary sewer pipes and conduits under a strip of land 20.00 feet in width, described as follows:

From the Northwest corner of the Northeast 1/4 of Section 35, Township 20 South, Range 27 East, Orange County, Florida, run N.87°09'16"R. along the North line of the Northeast 1/4 of said Section 35, a distance of 690.36 feet to the point of beginning; thence continue N.87°09'16"R. along said North line 70.16 feet to a point on the Southerly boundary line of "Oak Grove Village Condominium" as recorded in Condo. Book 4, page 106 and 107, public records of Orange County, Florida, said point being on a curve concave Northerly and having a radius of 243.00 feet; thence from a tangent bearing of S.45°54'06"E. run Easterly along the arc of said curve and said Southerly boundary line 138.98 feet through a central angle of 32°46'06"; thence run S.13°41'11"W. 13.18 feet; thence S.13°53'49"R. 18.33 feet; thence N.64°45'19"W. 213.07 feet to the point of beginning.

AIM

A perpetual sewer easement for construction, operation, utilization and maintenance of underground sanitary sewer pipes and conduits under a strip of land 20.00 feet in width, described as follows:

From the Northwest corner of the Northeast 1/4 of Section 35, Township 20 South, Range 27 East, Orange County, Florida, run N.87°09'16"R. along the North line of the Northeast 1/4 of said Section 35, a distance of 760.52 feet to a point on the Southerly boundary line of "Oak Grove Village Condominium" as recorded in Condominium Book 4, Pages 106 and 107, public records of Orange County, Florida, said point being on a curve concave Northerly and having a radius of 243.00 feet; thence from a tangent bearing of S.45°54'06"E. run Easterly along the arc of said curve and said Southerly boundary line 128.98 feet through a central angle of 30°24'42" to the Southeast corner of Lot 89, said Oak Grove Village Condominium and the point of beginning; thence run S.13°41'11"W. along a Southerly extension of the East line of said Lot 89, a distance of 15.44 feet; thence S.13°53'49"R. 157.00 feet; thence S.67°29'27"E. 137.92 feet to the point of termination, the side lines of said strip extending so as to begin on said Southerly boundary line of Oak Grove Village Condominium, LESS that portion of said strip lying within road right-of-way for Yothore Road, as recorded in O.R. Book 2658, Page 1318, Public Records of Orange County, Florida.

and,

INGRESS - EGRESS EASEMENT DESCRIPTION: (North Citrus Circle)

An Ingress - Egress easement over a strip of land 54.00 feet wide, the centerline of said strip being described as follows:

From the Southwest corner of the Southeast 1/4 of Section 26, Township 20 South, Range 27 East, Orange County, Florida, run N.03°27'28"W. along the West line of said Southeast 1/4 of Section 26, a distance of 1436.73 feet to a point on the North line of "Oak Grove Village Condominium", as recorded in Condo. Book 4, Pages 106 & 107, public records of Orange County, Florida; thence run N.73°24'02"E. along said North line 534.93 feet to a point on the Westerly line of the Western part of "Cayman Circle" (100 foot right-of-way), as described in Exhibit "A" of the Warranty Deed, recorded in O.R. Book 3527, Page 1913, public records of Orange County, Florida; thence run N.06°08'16"W. along said Westerly line, 93.62 feet to the Northwest corner of said Cayman Circle; thence run N.83°51'44"E. 50.00 feet; thence N.06°08'16"W. 133.03 feet to a point on a curve concave Northerly, and having a radius of 618.23 feet; thence from a tangent bearing of N.83°51'44"E., run Easterly along the arc of said curve 97.42 feet through a central angle of 9°01'44" to the point of beginning; thence continue Easterly along the arc of said curve 26.16 feet through a central angle of 2°25'29" to the point of tangency, thence run N.72°24'31"E. 79.21 feet to the point of curvature of a curve concave Southerly, and having a radius of 442.00 feet; thence run Easterly along the arc of said curve 119.27 feet through a central angle of 15°27'29" to the point of tangency, thence run N.87°52'00"E. 177.44 feet to the point of curvature of a curve concave Northerly and having a radius of 565.00 feet; thence run Easterly along the arc of said curve 197.48 feet through a central angle of 20°01'34" to the point of tangency thence run N.67°50'26"E. 56.45 feet to the point of curvature of a curve concave Southerly and having a radius of 2206.73 feet; thence run Easterly along the arc of said curve 164.78 feet through a central angle of 4°16'42" to the point of reverse curvature of a curve concave Northerly, and having a radius of 1488.09 feet; thence run Easterly along the arc of said curve 173.10 feet through a central angle of 6°39'54" to the point of reverse curvature of a curve concave Northerly, and having a radius of 745.00 feet; thence run Easterly along the arc of said curve 189.22 feet through a central angle of 14°33'08" to the point of termination.

and,

DESCRIPTION OF INGRESS - EGRESS EASEMENT TO WELL SITE NO. 1:

An Ingress - egress easement over a strip of land 20.00 feet wide, the centerline of said strip being described as follows:

From the Southwest corner of the Southeast 1/4 of Section 26, Township 20 South, Range 27 East, Orange County, Florida, run N.03°27'28"W. along the West line of said Southeast 1/4 of Section 26, a distance of 1436.73 feet to a point on the North line of "Oak Grove Village Condominium", as recorded in Condo. Book 4, pages 106 and 107, public records of Orange County, Florida; thence continue N.03°27'28"W. along said West line a distance of 1149.29 feet; thence leaving said West line, run N.82°44'47"E. 429.94 feet to the point of beginning; thence continue N.82°44'47"E. 244.60 feet to the point of termination of said easement.

and,

DESCRIPTION OF INGRESS - EGRESS EASEMENT FOR WELL, SITE NO. 2

An ingress - egress easement over a strip of land 30.00 feet wide, the centerline of said strip being described as follows:

From the Southwest corner of the Southeast 1/4 of Section 26, Township 20 South, Range 27 East, Orange County, Florida, run N.03°27'28"W. along the West line of said Southeast 1/4 of Section 26, a distance of 1436.73 feet to a point on the North line of "Oak Grove Village Condominium", as recorded in Condo. Book 4, pages 106 and 107, public records of Orange County, Florida; thence continue N.03°27'28"W. along said West line, 2018.05 feet; thence, leaving said West line run S.59°35'01"E, 630.19 feet to the point of beginning; thence continue S.59°35'01"E, 226.11 feet to the point of curvature of a curve concave Northerly, and having a radius of 504.79 feet; thence run Easterly along the arc of said curve 301.16 feet through a central angle of 29°30'26" to the point of tangency; thence run S.89°05'27"E, 84.62 feet to the point of curvature of a curve concave Northwesterly, and having a radius of 360.00 feet; thence run Northeasterly along the arc of said curve 292.74 feet through a central angle of 46°35'26" to the point of tangency; thence run N.44°19'07"E, 158.90 feet to the point of curvature of a curve concave Southeasterly, and having a radius of 926.00 feet; thence run Northeasterly along the arc of said curve 62.61 feet through a central angle of 3°52'13" to a point; thence leaving said curve, run N.40°27'03"E, 267.74 feet to the point of curvature of a curve concave Westerly, and having a radius of 300.00 feet; thence run Southerly along the arc of said curve 91.42 feet through a central angle of 17°27'33" to the point of tangency; thence run S.22°59'30"E, 225.98 feet to the point of termination and the end of this easement.

and,

DESCRIPTION OF INGRESS - EGRESS EASEMENT FOR WELL SITE 13:

A strip of land 20.00 feet wide, the northerly line of said strip being described as follows:

From the Southeast corner of the West 3/4 of Section 25, Township 20 South, Range 27, East, Orange County, Florida, run N.02°47'04"W. along the East line of said West 3/4 of Section 25, a distance of 2863.81 feet to the Northeast corner of "Banbury Village Condominium", as recorded in Condo. Book 5, Pages 1 & 2, public records of Orange County, Florida; thence continue N.02°47'04"W. along said East line, 1005.19 feet; thence leaving said East line, run N.89°19'43"W. 1902.30 feet to the point of beginning. Said point being on a curve concave Southerly, and having a radius of 568.00 feet; thence from a tangent bearing of N.85°34'41"W., run Westerly along the arc of said curve 134.05 feet through a central angle of 13°31'19" to the point of termination.

EXHIBIT "B"
CO-OP PROPERTY

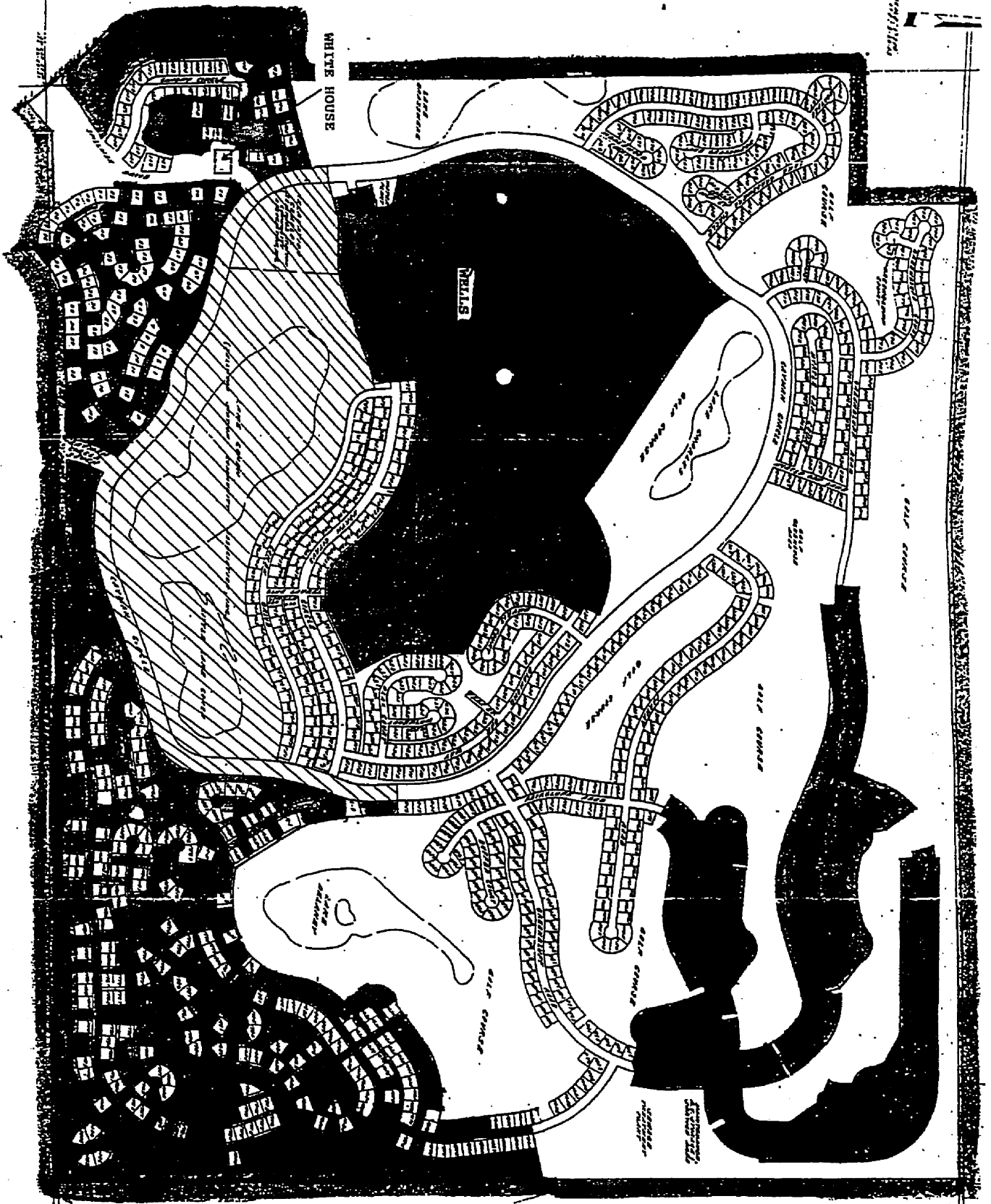


EXHIBIT "B" to MASTER FORM PROPRIETARY LEASE
 EXHIBIT "11" to PROSPECTUS

ZELWOOD
 SPARTAN
 COMMUNITY
 ASSOCIATION, INC.



From the Southwest corner of the Southeast 1/4 of Section 26, Township 20 South, Range 27 East, Orange County, Florida, run N.87°09'16"E. along the South line of said Section 26, a distance of 7.536 feet to the Point of Beginning on the Easterly right-of-way line of U.S. Highway No. 441, said point being on a curve concave Southwesterly and having a radius of 5859.65 feet; thence from a tangent bearing of S.41°51'48"E., run Southeasterly along the arc of said curve 137.88 feet through a central angle of 1°20'54" to a point; thence leaving said Easterly right-of-way line, run N.42°51'14"E. 222.89 feet to a point lying 30.00 feet North of said South line of Section 26; thence run N.87°09'16"E. parallel with said South line, 468.63 feet to a point on a curve concave Northwesterly and having a radius of 243.00 feet, said point also being on the Westerly line of the Southeastern portion of "Oak Grove Village Condominium", as recorded in Condominium Book 4, pages 106 and 107, public records of Orange County, Florida; thence run Northerly along said Westerly line of Oak Grove Village Condominium, the following courses: from a tangent bearing of N.36°50'50"W., run Northerly along the arc of said curve 3.71 feet through a central angle of 00°52'28" to the point of tangency; thence run N.35°58'34"W. 121.96 feet to the point of curvature of a curve concave Easterly, and having a radius of 365.34 feet; thence run Northerly along the arc of said curve 249.84 feet through a central angle of 39°10'55" to a point; thence run N.51°47'32"W. 43.77 feet to a point on a curve concave Westerly, and having a radius of 205.00 feet; thence from a tangent bearing of N.20°08'13"E. run Northerly along the arc of said curve 50.00 feet through a central angle of 13°58'28" to the point of tangency; thence run N.06°09'45"E. 32.82 feet to the point of curvature of a curve concave Westerly, and having a radius of 757.94 feet; thence run Northerly along the arc of said curve 103.96 feet through a central angle of 7°51'31" to the point of compound curvature of a curve concave Westerly and having a radius of 1730.00 feet; thence run Northerly along the arc of said curve 335.92 feet through a central angle of 11°07'31" to a point; thence run N.01°26'07"E. 204.45 feet; thence N.50°26'15"E. 65.85 feet to a point on the Southwesterly line of "Gayman Circle" (100 foot right-of-way), as described in exhibit "A" of Warranty Deed recorded in O.R. Book 3527, page 1913, public records of Orange County, Florida, said point being on a curve concave Northeasterly, and having a radius of 550.00 feet; thence from a tangent bearing of N.44°46'44"W., and leaving said Southeast portion of "Oak Grove Village Condominium" run Northwesterly along said Southwesterly line of Gayman Circle, and along the arc of said curve 100.14 feet through a central angle of 10°25'54" to the Eastern most corner of the Northwest portion of said "Oak Grove Village Condominium"; thence leaving said Southwesterly line of Gayman Circle, run Westerly along the Southerly line of said Northwest portion of "Oak Grove Village Condominium", the following courses: run S.50°26'15"W. 98.69 feet; thence S.24°58'29"W. 67.92 feet; thence S.87°01'19"W. 125.56 feet; thence S.03°56'49"W. 170.97 feet; thence S.78°01'37"E. 60.85 feet; thence S.32°10'35"E. 55.90 feet; thence S.04°44'54"W. 87.45 feet; thence S.13°46'05"E. 78.83 feet; thence S.14°33'41"W. 96.19 feet; thence S.29°00'06"W. 78.20 feet; thence N.56°33'47"W. 35.61 feet; thence N.84°37'14"W. 42.50 feet; thence N.64°39'50"W. 74.13 feet; thence S.89°38'19"W. 91.08 feet; thence N.30°40'58"W. 127.70 feet; thence N.03°01'40"E. 478.48 feet; thence S.87°01'19"W. 98.45 feet to the point of curvature of a curve concave Southeasterly, and having a radius of 65.00 feet; thence run Southwesterly along the arc of said curve 82.78 feet through a central angle of 72°58'20" to the point of compound curvature of a curve concave Easterly, and having a radius of 185.00 feet; thence run Southerly along the arc of said curve 42.48 feet through a central angle of 13°09'27" to a point on a curve concave Northerly and having a radius of 160.00 feet; thence from a tangent bearing of S.47°45'54"W., run Westerly along the arc of said curve 114.60 feet through a central angle of 41°02'20" to a point; thence leaving said Southerly line of the Northwest portion of "Oak Grove Village Condominium", run S.03°29'34"E. 416.08 feet to the Point of Curvature of a curve concave Northeasterly, and having a radius of 192.57 feet; thence run Southerly along the arc of said curve 177.02 feet through a central angle of 52°40'10" to the point of tangency; thence run S.56°09'44"E. 82.92 feet to the point of curvature of a curve concave Northerly, and having a radius of 324.10 feet; thence run Easterly along the arc of said curve 230.93 feet through a central angle of 40°49'30" to a point; thence run S.68°40'27"E. 91.34 feet to the point of curvature of a curve concave Southwesterly, and having a radius of 92.02 feet; thence run Southeasterly along the arc of said curve 45.35 feet through a central angle of 28°14'20" to a point; thence S.56°27'30"W. 103.20 feet; thence S.57°43'39"W. 143.17 feet; thence S.50°03'52"W. 79.93 feet;

thence N. 89°57' W. 62.19 feet; thence S. 5° 11'10" W. 15.66 feet; thence
S. 84°16' 7" W. .95 feet; thence N. 70°07'33 20.43 feet; thence
S. 46°50' 0" W. 15.70 feet to a point on the aforesaid Easterly right-of-way
line of U.S. Highway No. 441, said point being on a curve concave
Southwesterly, and having a radius of 5859.65 feet; thence from a tangent
bearing of S. 43°01'11" E., run Southeasterly along the arc of said curve, and
along said Easterly right-of-way line, 118.27 feet through a central angle
01°09'23" to the point of beginning, containing 13.5992 acres more or less.

OR Bk 4629 Pg 2879
Orange Co FL 4617417

DESCRIPTION TRACT TWO:

From the Southwest corner of the Southeast 1/4 of Section 26, Township 20 South, Range 27 East, Orange County, Florida, run N.03°27'28"W. along the West line of said Southeast 1/4 of Section 26, a distance of 1436.73 feet to the point of Beginning on the Northerly line of Oak Grove Village Condominium, as recorded in Condo. Book 4, Page 106 and 107, public records of Orange County, Florida; thence continue N.03°27'28"W. along said West line of the Southeast 1/4 of Section 26, and along the West line of the Northeast 1/4 of said Section 26, a distance of 3300.10 feet; thence leaving said West line run N.89°49'16"E. parallel with the North line of said Northeast 1/4 of Section 26, a distance of 788.00 feet; thence N.03°27'28"W. parallel with said West line of the Northeast 1/4 of Section 26, a distance of 669.00 feet to a point on the South right-of-way line of Poncan Road (60 foot right-of-way) thence run N.89°49'16"E. along said South right-of-way line 1894.65 feet to a point on the West line of the Northwest 1/4 of Section 25, Township 20 South, Range 27 East, Orange County, Florida; thence continuing along said South right-of-way line, run N.05°44'53"E. 2645.96 feet to a point on the West line of the Northeast 1/4 of said Section 25, thence continuing along said right-of-way line run N.87°35'27"E. 1349.22 feet to a point on the East line of the West 3/4 of said Section 25; thence leaving said South right-of-way line, run S.02°47'04"E. along said East line of the West 3/4 of Section 25, a distance of 2455.70 feet to the Northeast corner of "Banbury Village Condominium" as recorded in Condo. Book 5, Pages 1 & 2, public records of Orange County, Florida; thence run Westerly along the Northerly line of said "Banbury Village Condominium", the following courses: run S.75°51'06"W. 340.42 feet to a point on a curve, concave Westerly and having a radius of 628.26 feet; thence from a tangent bearing of S.14°08'54"E., run Southerly along the arc of said curve 25.17 feet through a central angle of 2°17'44" to a point; thence run S.78°08'50"W. 86.00 feet to a point on a curve concave Westerly and having a radius of 542.26 feet; thence from a tangent bearing of S.11°51'10"E run Southerly along the arc of said curve 19.69 feet through a central angle of 2°04'48" to the Point of Tangency; thence run S.09°46'22"E. 398.62 feet to the Point of Curvature of a curve concave Westerly, and having a radius of 368.41 feet; thence run Southerly along the arc of said curve 86.20 feet through a central angle of 13°24'24" to a point on a curve concave Southerly, and having a radius of 602.00 feet thence from a tangent bearing of N.78°17'10"W., run Westerly along the arc of said curve 512.17 feet through a central angle of 48°44'45" to the Point of Tangency; thence run S.52°58'06"W 257.62 feet to a point on a curve concave Easterly, and having a radius of 120.00 feet; thence from a tangent bearing of S.89°50'10"W., run Westerly and Southerly along the arc of said curve, 282.24 feet, through a central angle of 134°45'34" to the Point of Tangency; thence run S.44°55'24"E. 129.66 feet to point on a curve concave Southeasterly having a radius of 517.50 feet; thence from a tangent bearing of S.45°04'36"W., run Southwesterly along the arc of said curve 360.01 feet through a central angle of 39°51'34" to the point of reverse curvature of a curve concave Northwesterly, and having a radius of 429.00 feet; thence run Southwesterly along the arc of said curve 412.11 feet through a central angle of 55°02'22" to a point on the East line of Unit 1645 of Citrus Ridge Village Condominium as recorded in Condo. Book 4, Pages 135 and 136, public records of Orange County, Florida; thence run N.29°44'36"W. along said East line of Unit 1645, a distance of 7.00 feet to the Northwesterly corner of said Unit 1645, said corner being on a curve concave Northwesterly and having a radius of 422.00 feet; thence run Westerly along the Northerly line of said Citrus Ridge Village Condominium, the following courses: from a tangent bearing of S.60°15'24"W. run Westerly along the arc of said curve 107.69 feet through central angle of 14°37'16" to the point of compound curvature of a curve concave Northerly and having a radius of 700.7 feet; thence run Westerly along the arc of said curve 322.85 feet through a central angle of 26°23'48" to a point; thence run N.34°05'28"W. 450.44 feet to the point of curvature of a curve concave Easterly and having a radius of 291.63 feet; thence run Northerly along the arc of said curve 106.60 feet through a central angle of 20°56'34" to the point of tangency; thence run N.13°08'54"W. 187.93 feet; thence N.07°32'35"W. 97.15 feet; thence N.04°59'01"W. 200.31 feet; thence S.85°00'59"W. 86.00 feet to the Northwest corner of Unit R-11, of said Citrus Ridge Village Condominium, said corner also being the Northeast corner of the eastern part of "Cayman Circle" (100

foot private right-of-way) as recorded in O.R. Book 3527, Page 1913, public records of Orange County, Florida; thence continue S.85°00'59"W. 100.00 feet to the Northwest corner of said Cayman Circle; thence run Southerly along the Westerly right-of-way line of said Cayman Circle the following courses: run S.04°59'01"E. 169.70 feet to the point of curvature on a curve concave Westerly, and having a radius of 270.01 feet; thence run Southerly along the arc of said curve 115.47 feet through a central angle of 23°47'54" to the point of tangency; thence run S.18°48'53"W. 97.64 feet to the point of curvature of a curve concave Westerly and having a radius of 1324.27 feet; thence run Southerly along the arc of said curve 347.22 feet through a central angle of 15°01'23" to the Northeast corner of the "Lake Cohen, Little Lake Cohen, and Surrounding Park" as described in said O.R. Book 3527, Page 1913, public records of Orange County, Florida; thence run Westerly along the Northerly line of said "Lake Cohen, Little Lake Cohen, and Surrounding Park", the following courses: run N.81°31'48"W. 152.44 feet to the point of curvature of a curve concave Southerly, and having a radius of 511.00 feet; thence run Westerly along the arc of said curve 322.06 feet through a central angle of 36°06'39" to the point of tangency; thence run S.62°21'35"W. 259.27 feet to the point of curvature of a curve concave Northerly, and having a radius of 779.00 feet; thence run Westerly along the arc of said curve 864.96 feet through a central angle of 63°37'05" to a point; thence run N.35°58'41"E. 86.00 feet to a point on a curve concave Northeasterly, and having a radius of 693.00 feet; thence from a tangent bearing of N.54°01'19"W., run Westerly along the arc of said curve 115.81 feet through a central angle of 09°34'29" to the point of tangency; thence run N.44°26'50"W. 122.72 feet to the point of curvature of a curve concave Southwesterly, and having a radius of 577.00 feet; thence run Westerly along the arc of said curve 384.78 feet through a central angle of 38°12'29" to the point of tangency; thence run N.82°39'19"W. 168.65 feet to the point of curvature of a curve concave Northeasterly, and having a radius of 151.92 feet; thence run Northwesterly along the arc of said curve 206.96 feet through a central angle of 78°03'18" to a point on a curve concave Southeasterly and having a radius of 617.00 feet; thence from a tangent bearing of S.82°53'27"W., run Westerly along the arc of said curve 187.78 feet through a central angle of 17°26'15" to the point of reverse curvature of a curve concave Northwesterly and having a radius of 1616.09 feet; thence run Westerly along the arc of said curve 187.99 feet through a central angle of 06°39'54" to the point of reverse curvature of a curve concave Southeasterly, and having a radius of 2078.73 feet; thence run Westerly along the arc of said curve 155.22 feet through a central angle of 04°16'42" to the point of tangency; thence run S.67°50'26"W. 56.45 feet to the point of curvature of a curve concave Northwesterly, and having a radius of 693.00 feet; thence run Westerly along the arc of said curve 129.24 feet through a central angle of 10°41'08" to the Northeast corner of the "Recreation Complex", as described in O.R. Book 3527, Page 1913 public records of Orange County, Florida; thence continue Westerly along the arc of said curve 112.98 feet through a central angle of 09°20'26" to the point of tangency; thence run S.87°52'00"W. 177.44 feet to the point of curvature of a curve concave Southerly and having a radius of 314.08 feet; thence run Westerly along the arc of said curve 84.74 feet through a central angle of 15°27'29" to the point of tangency; thence run S.72°24'41"W. 179.38 feet to the Northeast corner of the Western part of aforesaid "Cayman Circle" (100 foot right-of-way) as described in O.R. Book 3527, Page 1913, public records of Orange County, Florida; thence run S.83°51'44"W. 100.00 feet to the Northwest corner of said "Cayman Circle"; thence run S.06°08'16"E. along the West line of said "Cayman Circle" a distance of 93.62 feet to the intersection of said West line of "Cayman Circle", and the Northern line of aforesaid "Oak Grove Village Condominium" as recorded in Condominium Book 4, Pages 106 and 107, public records of Orange County, Florida; thence run S.73°24'02"W. along said Northern line, 534.93 feet to the point of beginning, containing 549.3489 acres more or less.

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LESS

DESCRIPTION PARCEL "A":

From the Southeast corner of the West 3/4 of Section 25, Township 20 South, Range 27 East, Grange County, Florida, run N.02°47'04"W. along the East line of said West 3/4 of Section 25, a distance of 2063.81 feet to the Northeast corner of "Danbury Village Condominium", as recorded in Condo. Book 5, Pages 1 & 2, public records of Orange County, Florida; thence continue N.02°47'04"W. along said East line, 1005.19 feet; thence leaving said East line, run S.89°13'09"W. 291.14 feet to the point of beginning; thence run N.29°57'56"W. 86.24 feet to a point on a curve concave Northerly, and having a radius of 257.00 feet; thence from a tangent bearing of S.55°07'25"W., run Westerly along the arc of said curve 44.05 feet through a central angle of 9°49'17" to a point; thence run S.29°57'56"E. 86.24 feet to a point on a curve concave Northerly, and having a radius of 343.00 feet; thence from a tangent bearing of S.63°42'43"W., run Westerly along the arc of said curve 129.15 feet through a central angle of 21°34'27" to the point of tangency; thence run S.85°17'09"W. 89.05 feet; thence S.04°42'51"E. 167.62 feet to the point of curvature of a curve concave Westerly, and having a radius of 878.00 feet; thence run Southerly along the arc of said curve 265.47 feet through a central angle of 17°19'26" to a point; thence run N.77°23'26"W. 86.00 feet; thence S.75°26'47"W. 61.29 feet; thence N.75°13'04"W. 113.18 feet to a point on a curve concave Northerly and having a radius of 120.00 feet; thence from a tangent bearing of S.32°44'05"W., run Westerly along the arc of said curve 278.66 feet through a central angle of 133°03'05" to a point; thence run N.16°17'49"W. 233.56 feet; thence N.24°11'46"W. 137.76 feet to a point on a curve concave Southeasterly, and having a radius of 1003.00 feet thence from a tangent bearing of S.67°03'50"W., run Southwesterly along the arc of said curve 44.00 feet through a central angle of 2°30'49" to a point; thence run S.24°11'46"E. 86.02 feet to a point on a curve concave Southeasterly and having a radius of 917.00 feet; thence from a tangent bearing of S.64°25'45"W. run Westerly along the arc of said curve 38.91 feet through a central angle of 2°25'53" to the point of tangency; thence run S.61°59'52"W. 219.12 feet to the point of curvature of a curve concave Northerly, and having a radius of 498.00 feet; thence run Westerly along the arc of said curve 281.82 feet through a central angle of 32°25'27" to the point of tangency; thence run N.85°34'41"W. 208.19 feet to the point of curvature of a curve concave Southeasterly, and having a radius of 202.00 feet; thence run Southwesterly along the arc of said curve 201.56 feet through a central angle of 57°10'19" to a point; thence run N.52°45'00"W. 86.00 feet to a point on a curve concave Southeasterly, and having a radius of 288.00 feet; thence from a tangent bearing of S.37°15'00"W.; run Southerly along the arc of said curve 50.52 feet through a central angle of 10°03'03" to a point; thence run N.62°40'03"W. 130.00 feet to a point on a curve concave Southeasterly, and having a radius of 418.00 feet; thence from a tangent bearing of N.27°11'57"E., run Northeasterly along the arc of said curve 218.48 feet through a central angle of 29°56'50" to a point; thence run N.00°25'53"W. 51.30 feet to a point on a curve concave Easterly and having a radius of 120.00 feet; thence from a tangent bearing of N.79°23'46"W., run Westerly, Northerly and Easterly along the arc of said curve 396.78 feet through a central angle of 189°26'47" to a point on a curve concave Southerly, and having a radius of 654.00 feet; thence from a tangent bearing of N.75°29'02"E., run Easterly along the arc of said curve 193.14 feet through a central angle of 16°55'14" to a point; thence run S.02°24'16"W. 86.00 feet to a point on a curve concave Southerly, and having a radius of 568.00 feet; thence from a tangent bearing of S.07°35'44"E., run Easterly along the arc of said curve 20.00 feet through a central angle of 2°01'03" to a point; thence run N.04°25'19"E. 86.00 feet; thence S.85°34'41"E. 288.19 feet to the point of curvature of a curve concave Northerly, and having a radius of 46.00 feet; thence run Easterly along the arc of said curve 26.03 feet through a central angle of 32°25'27" to the point of tangency; thence run N.61°59'52"E. 63.00 feet to a point on a curve concave Southerly, and having a radius of 120.00 feet; thence from a tangent bearing of N.25°07'40"E., run Easterly along the arc of said curve 240.78 feet through a central angle of 114°57'50" to a point; thence run S.58°50'06"E. 201.50 feet to a point on a curve concave Southerly, and having a radius of 1133.00 feet; thence from a tangent bearing of N.68°55'16"E. run Easterly along the arc of said curve 145.57 feet through a central angle of 7°21'41" to a point; thence run S.13°43'03"E. 86.00 feet to a point on a curve concave Southerly, and having a radius of 1047.00 feet; thence from a tangent bearing of N.76°16'57"E., run Easterly along the arc of said curve 30.00 feet through a central angle of

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01°38'30" to a point; thence run N.12°04'33"W. 86.00 feet to a point on a curve concave Southerly and having a radius of 1133.00 feet; thence from a tangent bearing of N.77°55'28"E., run Easterly along the arc of said curve 145.57 feet through a central angle of 07°21'42" to the point of tangency; thence run N.05°17'09"E. 55.70 feet; thence N.04°42'51"W. 18.44 feet to the point of curvature of a curve concave Westerly, and having a radius of 347.00 feet; thence run Northerly along the arc of said curve 170.68 feet through a central angle of 28°10'56" to a point; thence run N.57°06'13"E. 86.00 feet to a point on a curve concave Westerly, and having a radius of 433.00 feet; thence from a tangent bearing of N.32°53'47"W., run Northerly along the arc of said curve 24.97 feet through a central angle of 3°18'15" to a point; thence run S.53°47'59"W. 86.00 feet to a point on a curve concave Southwesterly, and having a radius of 347.00 feet; thence from a tangent bearing of N.36°12'01"W., run Northerly along the arc of said curve 92.11 feet through a central angle of 15°12'33" to the point of tangency; thence run N.51°24'34"W. 94.66 feet to the point of curvature of a curve concave Southerly, and having a radius of 162.00 feet; thence run Westerly along the arc of said curve 162.54 feet through a central angle of 57°29'10" to the point of tangency; thence run N.71°06'17"W. 370.25 feet to the point of curvature of a curve concave Northerly, and having a radius of 1078.00 feet; thence run Westerly along the arc of said curve 717.62 feet through a central angle of 38°08'29" to the point of tangency; thence run N.70°45'14"W. 420.34 feet to the point of curvature of a curve concave Southerly, and having a radius of 1047.00 feet; thence run Westerly along the arc of said curve 514.79 feet through a central angle of 28°10'16" to the point of tangency; thence run S.81°04'30"W. 337.46 feet to the point of curvature of a curve concave Northerly, and having a radius of 961.32 feet; thence run Westerly along the arc of said curve 86.43 feet through a central angle of 5°09'05" to a point; thence run N.03°46'25"W. 86.00 feet to a point on a curve concave Northerly, and having a radius of 875.32 feet; thence from a tangent bearing of S.86°13'35"W., run Westerly along the arc of said curve 118.13 feet through a central angle of 7°43'57" to a point; thence run N.03°57'35"E. 140.00 feet to a point on a curve concave Northerly, and having a radius of 735.32 feet; thence from a tangent bearing of S.86°02'28"E., run Easterly along the arc of said curve 165.35 feet through a central angle of 12°53'02" to the point of tangency; thence run N.81°04'30"E. 337.46 feet to the point of curvature of a curve concave Southerly, and having a radius of 1273.00 feet; thence run Easterly along the arc of said curve 625.91 feet through a central angle of 28°10'16" to the point of tangency; thence run S.70°45'14"E. 10.00 feet; thence N.19°14'46"E. 211.11 feet to the point of curvature of a curve concave Southeasterly, and having a radius of 438.00 feet; thence run Northeasterly along the arc of said curve 233.20 feet through a central angle of 30°30'18" to a point; thence run S.40°14'56"E. 86.00 feet; thence S.39°13'42"E. 44.00 feet; thence S.40°23'41"E. 86.00 feet; thence S.13°03'07"E. 85.00 feet to a point on a curve concave Southerly, and having a radius of 120.00 feet; thence from a tangent bearing of N.76°56'53"E., run Easterly along the arc of said curve 144.45 feet through a central angle of 68°58'13" to a point on a curve concave Northerly, and having a radius of 606.00 feet; thence from a tangent bearing of S.72°23'32"E., run Easterly along the arc of said curve 386.08 feet through a central angle of 36°30'12" to the point of tangency; thence run N.71°06'16"E. 78.00 feet to a point on a curve concave Southerly, and having a radius of 120.00 feet; thence from a tangent bearing of N.34°14'05"E., run Easterly along the arc of said curve 240.06 feet through a central angle of 114°37'21" to a point; thence run S.53°04'02"E. 212.48 feet; thence S.16°28'41"E. 86.00 feet to a point on a curve concave Southerly, and having a radius of 302.00 feet; thence from a tangent bearing of N.73°31'19"E., run Easterly along the arc of said curve 27.84 feet through a central angle of 5°16'56" to a point; thence run N.11°11'46"W. 86.00 feet to a point on a curve concave Southwesterly, and having a radius of 388.00 feet; thence from a tangent bearing of N.78°48'14"E. run Southeasterly along the arc of said curve 337.15 feet through a central angle of 49°47'12" to the point of tangency; thence run S.51°24'34"E. 94.66 feet to the point of curvature of a curve concave Southwesterly, and having a radius of 573.00 feet; thence run Southeasterly along the arc of said curve 181.31 feet through a central angle of 18°07'46" to a point; thence run S.58°43'13"W. 86.06 feet to a point on a curve concave Southwesterly, and having a radius of 487.00 feet; thence from a tangent bearing of S.33°30'00"E., run Southerly along the arc of said curve 20.00 feet through a central angle of 2°21'13" to a point; thence run N.58°43'13"E. 86.00 feet to a point on a curve concave Westerly, and having a radius of 573.00 feet; thence from a tangent bearing of S.31°16'47"E, run Southerly along the arc of said curve 265.68 feet through a central angle of 26°33'56" to the point of tangency; thence run S.04°42'51"E. 18.44 feet; thence N.85°17'09"E. 89.05 feet to the point of curvature of a curve concave Northwesterly, and having a radius of 127.00 feet; thence run Northeasterly along the arc of said curve 195.21 feet through a central angle of 88°04'00" to the point of tangency; thence run N.02°46'51"W. 150.00 feet; thence N.39°36'28"W. 125.95 feet; thence N.35°17'56"W. 80.00 feet to a point on a curve concave Northeasterly, and having a radius of 40.00 feet; thence from a tangent bearing of S.54°42'04"W.

run Westerly along the arc of said curve 80.26 feet through a central angle of
 114°57'50" to a point; thence run N.67°47'39"W. 84.34 feet to a point on a
 curve concave Southeasterly, and having a radius of 120.00 feet; thence from a
 tangent bearing of N.11°52'37"E., run Northeasterly along the arc of said
 curve 46.52 feet through a central angle of 22°12'44" to a point; thence run
 N.02°46'51"W. 100.33 feet to a point on a curve concave Northeasterly, and
 having a radius of 126.00 feet; thence from a tangent bearing of N.81°00'14"W.
 run Northwesterly along the arc of said curve 177.15 feet through a central
 angle of 80°33'15" to a point; thence run N.24°34'30"W. 63.86 feet to a point;
 thence run N.66°07'36"W. 197.46 feet; thence S. 87° 51'57"W. 1027.35 feet to
 the point of curvature of a curve concave Southerly and having a radius of
 242.00 feet; thence run Westerly along the arc of said curve 43.19 feet
 through a central angle of 10°13'35" to a point; thence run N.12°21'30"W.
 86.00 feet to a point on a curve concave Southeasterly, and having a radius of
 328.00 feet; thence from a tangent bearing of S.77°38'22"W. run Westerly along
 the arc of said curve 31.18 feet through a central angle of 5°26'50" to a
 point thence run N.17°48'28"W. 130.00 feet to a point on a curve concave
 Southerly and having a radius of 450.00 feet; thence from a tangent bearing of
 N.72°11'32"E., run Easterly along the arc of said curve 77.36 feet through a
 central angle of 9°40'38" to a point; thence run N.08°07'51"W. 20.00 feet to a
 point on a curve concave Southerly and having a radius of 478.00 feet; thence
 from a tangent bearing of N.01°52'10"E., run Easterly along the arc of said
 curve 50.03 feet through a central angle of 5°59'47" to the point of tangency;
 thence run N.87°51'57"E. 1275.79 feet to the point of curvature of a curve
 concave Southerly, and having a radius of 1333.81 feet; thence run Easterly
 along the arc of said curve 111.52 feet through a central angle of 4°46'56" to
 the point of compound curvature of a curve concave Southwesterly, and having a
 radius of 453.00 feet; thence run Southeasterly along the arc of said curve
 668.65 feet through a central angle of 84°34'17" to the point of tangency
 thence run S.02°46'51"E. 577.00 feet to the point of curvature of a curve
 concave Westerly, and having a radius of 363.00 feet; thence run Southerly
 along the arc of said curve 19.89 feet through a central angle of 3°08'24" to
 a point; thence run N.89°38'27"W. 20.00 feet to a point on a curve concave
 Northwesterly and having a radius of 343.00 feet; thence from a tangent
 bearing of S.00°21'33"W., run Southwesterly along the arc of said curve 335.23
 feet through a central angle of 55°59'52" to the point of beginning containing
 62.5014 acres more or less.

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AND ALSO LESS:

DESCRIPTION PARCEL "B"

From the Southwest corner of the Southeast 1/4 of Section 26, Township 20 South, Range 27 East, Orange County, Florida, run N.03°27'28"W. along the West line of said Southeast 1/4 of Section 26, a distance of 1436.73 feet to a point on the North line of "Oak Grove Village Condominium", as recorded in Condo. Book 4, pages 106 and 107, public records of Orange County, Florida; thence run N.73°24'02"E. along said North line 534.93 feet to a point on the Westerly line of the western end of "Cayman Circle", (100 foot right-of-way) as described in Exhibit "A" of the Warranty Deed recorded in O.H. Book 3527, Page 1913, public records of Orange County, Florida; thence run N.06°08'16"W. along said Westerly line, 93.62 feet to the Northwest corner of said Cayman Circle; thence run N.83°51'44"E. 100.00 feet to the Northeast corner of said Cayman Circle, said corner also being the Northwest corner of the "Recreation Complex" as described in said exhibit "A"; thence run N.72°24'41"E. along the Northerly line of said Recreation Complex, 100.10 feet to the point of beginning; thence leaving said Northerly line of the recreation complex, run N.17°35'29"W. 101.00 feet to a point on a curve concave Northerly, and having a radius of 645.23 feet; thence from a tangent bearing of S.72°24'31"W.; run Westerly along the arc of said curve 27.31 feet through a central angle of 2°25'29" to a point; thence run N.15°10'00"W. 140.00 feet to a point on a curve concave Northerly and having a radius of 505.23 feet; thence from a tangent bearing of N.74°50'00"E. run Easterly along the arc of said curve 21.38 feet through a central angle of 2°25'29" to the point of tangency; thence run N.72°24'31"E. 79.20 feet to the point of curvature of a curve concave Southerly, and having a radius of 555.08 feet; thence run Easterly along the arc of said curve 40.78 feet through a central angle of 04°12'32" to a point on a curve concave Westerly, and having a radius of 129.49 feet; thence from a tangent bearing of N.01°38'03"E., run Northerly along the arc of said curve 92.66 feet through a central angle of 41°00'01" to a point; thence run N.82°00'18"W. 165.01 feet to a point on a curve concave Westerly, and having a radius of 950.00 feet; thence from a tangent bearing of N.15°11'02"W., run Northerly along the arc of said curve 136.26 feet through a central angle of 8°13'05" to the point of tangency; thence run N.23°24'07"W. 220.59 feet to the point of curvature of a curve concave Easterly, and having a radius of 760.00 feet; thence run Northerly along the arc of said curve 354.04 feet through a central angle of 26°41'27" to the point of tangency; thence run N.03°17'20"E. 108.98 feet to the point of curvature of a curve concave Southeasterly, and having a radius of 695.00 feet; thence run Northeasterly along the arc of said curve 325.24 feet through a central angle of 26°48'45" to the point of tangency; thence run N.30°06'05"E. 417.84 feet to the point of curvature of a curve concave Southeasterly, and having a radius of 858.78 feet; thence run Northeasterly along the arc of said curve 446.83 feet through a central angle of 29°48'41" to the point of reverse curvature of a curve concave Northwesterly, and having a radius of 560.00 feet; thence run Northeasterly along the arc of said curve 301.86 feet through a central angle of 30°53'06" to a point; thence run S.36°19'27"E. 176.77 feet; thence S.59°21'01"E. 1217.29 feet to a point on a curve concave Southwesterly and having a radius of 948.78 feet; thence from a tangent bearing of S.57°24'58"E. run Southwesterly along the arc of said curve 101.74 feet through a central angle of 6°08'38" to a point on a curve concave Southeasterly, and having a radius of 645.75 feet; thence from a tangent bearing of N.47°54'22"W. run Northeasterly along the arc of said curve 251.76 feet through a central angle of 22°20'16" to a point; thence N.66°49'48"E. 81.94 feet to a point on a curve concave Southerly and having a radius of 655.75 feet; thence from a tangent bearing of N.77°24'32"E. run Easterly along the arc of said curve 406.97 feet through a central angle of 35°33'31" to a point; thence run S.22°58'03"W. 96.00 feet to a point on a curve concave Southwesterly, and having a radius of 559.75 feet; thence from a tangent bearing of S.67°01'57"E., run Easterly along the arc of said curve 42.15 feet through a central angle of 4°18'53" to a point; thence run S.27°16'56"W. 130.00 feet to a point on a curve concave Southwesterly and having a radius of 429.75 feet; thence from a tangent bearing of N.62°43'04"W. run Westerly along the arc of said curve 21.21 feet

through a central angle of $02^{\circ}49'40''$ to a point on a curve concave Easterly, and having a radius of 505.31 feet; thence from a tangent bearing of $S.24^{\circ}33'54''W.$, run Southerly along the arc of said curve 251.62 feet through a central angle of $28^{\circ}31'51''$ to the point of compound curvature of a curve concave Northeasterly, and having a radius of 256.45 feet; thence run Southeasterly along the arc of said curve 275.19 feet through a central angle of $61^{\circ}29'01''$ to the point of tangency; thence run $S.65^{\circ}26'57''E.$ 274.82 feet; thence $S.01^{\circ}44'18''E.$ 391.31 feet; thence $S.31^{\circ}23'33''E.$ 243.87 feet; thence $S.62^{\circ}21'34''W.$ 407.60 feet; thence $S.01^{\circ}44'18''E.$ 37.70 feet; thence $S.88^{\circ}15'42''W.$ 86.00 feet; thence $N.01^{\circ}44'18''W.$ 25.22 feet; thence $S.88^{\circ}15'42''W.$ 130.00 feet; thence $N.01^{\circ}44'18''W.$ 10.63 feet to a point on a curve concave Northeasterly, and having a radius of 302.00 feet; thence from a tangent bearing of $N.71^{\circ}30'44''W.$ run Northwesterly along the arc of said curve 142.66 feet through a central angle of $27^{\circ}03'54''$ to the point of tangency; thence run $N.44^{\circ}26'50''W.$ 122.72 feet to the point of curvature of a curve concave Southwesterly and having a radius of 968.00 feet; thence run Northwesterly along the arc of said curve 246.11 feet through a central angle of $14^{\circ}34'03''$ to a point; thence run $S.30^{\circ}59'07''W.$ 10.00 feet to a point on a curve concave Southwesterly, and having a radius of 958.00 feet; thence from a tangent bearing of $N.59^{\circ}00'53''W.$ run Westerly along the arc of said curve 152.73 feet through a central angle of $9^{\circ}08'05''$ to a point on a curve concave Southwesterly and having a radius of 128.00 feet; thence from a tangent bearing of $N.20^{\circ}03'00''W.$, run Northwesterly along the arc of said curve 14.09 feet through a central angle of $6^{\circ}18'25''$ to a point on a curve concave Southerly and having a radius of 968.00 feet; thence from a tangent bearing of $S.68^{\circ}44'21''W.$, run Westerly along the arc of said curve 235.11 feet through a central angle of $13^{\circ}54'58''$ to the point of tangency; thence run $N.82^{\circ}39'19''W.$ 163.28 feet to the point of curvature of a curve concave Southerly, and having a radius of 868.00 feet; thence run Westerly along the arc of said curve 259.39 feet through a central angle of $17^{\circ}07'20''$ to a point; thence run $S.09^{\circ}46'39''E.$ 96.00 feet; thence $S.03^{\circ}50'05''E.$ 54.31 feet; thence $S.10^{\circ}13'35''E.$ 101.00 feet to a point on the Northerly line of the "Lake Cohen, Little Lake Cohen, and Surrounding Park" parcel as described in aforesaid Exhibit "A" in the Warranty Deed, recorded in O.R. Book 3527, Page 1913, public records of Orange County, Florida, said point being on a curve concave Southerly, and having a radius of 617.00 feet; thence run Westerly along said Northerly line of "Lake Cohen, Little Lake Cohen, and Surrounding Park" and along the Northerly line of aforesaid "Recreation Complex", the following courses: thence from a tangent bearing of $S.79^{\circ}46'25''W.$, run Westerly along the arc of said curve a distance of 154.20 feet through a central angle of $14^{\circ}19'11''$ to the point of reverse curvature of a curve concave Northerly, and having a radius of 1616.09 feet; thence run Westerly along the arc of said curve 187.99 feet through a central angle of $6^{\circ}39'54''$ to the point of reverse curvature of a curve concave Southerly, and having a radius of 2078.73 feet; thence run Westerly along the arc of said curve 155.22 feet through a central angle of $4^{\circ}16'42''$ to the point of tangency; thence run $S.67^{\circ}50'26''W.$ 56.45 feet to the point of curvature of a curve concave Northerly, and having a radius of 693.00 feet; thence run Westerly along the arc of said curve 242.22 feet through a central angle of $20^{\circ}01'34''$ to the point of tangency; thence run $S.87^{\circ}52'00''W.$ 177.44 feet to the point of curvature of a curve concave Southerly, and having a radius of 314.08 feet; thence run Westerly along the arc of said curve 84.74 feet through a central angle of $15^{\circ}27'29''$ to the point of tangency; thence run $S.72^{\circ}24'41''W.$ 79.20 feet to the point of beginning, containing 103.3363 acres more or less.

and further conveying unto the Grantees:

DESCRIPTION OF WEIR, PITE NO. 1:

From the Southwest corner of the Southeast 1/4 of Section 26, Township 20 South, Range 27 East, Orange County, Florida, run N.03°27'20"W. along the West line of said Southeast 1/4 of Section 26, a distance of 1436.73 feet to a point on the North line of "Oak Grove Village Condominium", as recorded in Condo. Book 4, pages 106 and 107, public records of Orange County, Florida; thence continue N.03°27'28"W. along said West line of Section 26, a distance of 1149.29 feet; thence leaving said West line, run N.82°44'47"E. 674.54 feet to the point of beginning; thence run N.07°15'13"W. 17.83 feet; thence N.47°30'32"E. 11.48 feet; thence N.82°44'47"E. 42.61 feet; thence S.07°15'13"E. 52.00 feet; thence S.82°44'47"W. 38.26 feet; thence N.61°29'45"W. 16.93 feet; thence N.07°15'13"W. 17.60 feet to the point of beginning, containing 2605 square feet more or less.

and,

DESCRIPTION OF WELL SITE NO. 2

From the Southwest corner of the Southeast 1/4 of Section 26, Township 20 South, Range 27 East, Orange County, Florida, run N.03°27'28"W. along the West line of said Southeast 1/4 of Section 26, a distance of 1436.73 feet to a point on the North line of "Oak Grove Village Condominium", as recorded in Condo. Book 4, pages 106 and 107, public records of Orange County, Florida; thence continue N.03°27'28"W. along said West line, 2018.85 feet; thence, leaving said West line run S.57°35'01"E. 856.30 feet to the point of curvature of a curve concave Northerly, and having a radius of 504.79 feet; thence run Easterly along the arc of said curve 301.16 feet through a central angle of 29°30'26" to the point of tangency; thence run N.89°05'27"E. 84.62 feet to the point of curvature of a curve concave Northwesterly, and having a radius of 360.00 feet; thence run Northwesterly along the arc of said curve 292.74 feet through a central angle of 46°35'26" to the point of tangency; thence run N.44°19'07"E. 150.90 feet to the point of curvature of a curve concave Southeasterly, and having a radius of 926.80 feet; thence run Northeasterly along the arc of said curve 62.61 feet through a central angle of 3°52'13" to a point; thence leaving said curve, run S.40°27'05"E. 267.74 feet to the point of curvature of a curve concave Westerly, and having a radius of 300.00 feet; thence run Southerly along the arc of said curve 91.42 feet through a central angle of 17°27'33" to the point of tangency; thence run S.22°59'30"E. 225.90 feet to the point of beginning; thence run N.67°00'30"E. 26.00 feet; thence S.22°59'30"E. 52.00 feet; thence S.67°00'30"W. 52.00 feet; thence N.22°59'30"W. 52.00 feet; thence N.67°00'30"E. 26.00 feet to the point of beginning, containing 2704 square feet more or less.

and,

DESCRIPTION OF WELL SITE 13:

From the Southeast corner of the West 3/4 of Section 25, Township 20 South, Range 27 East, Orange County, Florida, run N. 02° 47' 04" W. along the East line of said West 3/4 of Section 25, a distance of 2863.81 feet to the Northeast corner of "Bahbury Village Condominium", as recorded in Condo. Book 5, Pages 1 & 2, public records of Orange County, Florida; thence continue N. 02° 47' 04" W. along said East line, 1005.19 feet; thence leaving said East line, run N. 89° 19' 43" W. 1902.30 feet to a point on a curve concave Southerly, and having a radius of 560.00 feet; thence from a tangent bearing of N. 05° 34' 41" W.; run Westerly along the arc of said curve 134.05 feet through a central angle of 13° 31' 19" to the point/on beginning; thence run S. 09° 06' 00" E. 20.00 feet to a point on a curve concave Southerly and having a radius of 548.00 feet; thence from a tangent bearing of S. 00° 54' 00" W.; run Westerly along the arc of said curve 38.90 feet through a central angle of 4° 04' 00" to a point; thence run N. 13° 10' 00" W. 20.00 feet to a point on a curve concave Southerly, and having a radius of 568.00 feet; thence from a tangent bearing of N. 00° 54' 00" E. run Easterly along the arc of said curve 40.37 feet through a central angle of 4° 04' 00" to the Point of Beginning, containing 792.1 square feet more or less.

and, included in the indexed pro. -f.

Exhibit "A"

AND the following Unit Numbers of OAK GROVE VILLAGE CONDOMINIUM, a Condominium according to the Declaration of Condominium recorded in OR Book 1034, Page 1441, of the Public Records of Orange County, Florida, and all exhibits and amendments thereof and Condominium Plat Book 4, Page 106, of the Public Records of Orange County, Florida, together with an undivided interest in and to the common elements as described in said Declaration appurtenant thereto, all in accordance with and subject, however, to all of the provisions of the said Condominium.

OR Bk 4629 Pg 2890
Orange Co FL 4617417

UNIT NUMBERS:

B	26	57	88
MV2	27	58	89
MV3	28	59	90
MV9	29	60	92
MV12	31	61	93
1	02	62	95
2	03	63	96
3	04	64	97
4	07	65	99
5	09	66	102
6	10	67	110
7	12	68	114
8	14	74	115
9	17	76	118
10	19	79	123
11	20	81	125
12	21	83	126
13	22	84	128
14	23	85	129
15	24	86	102
16		87	

Exhibit "A"

AND the following Unit Numbers of CITRUS RIDGE VILLAGE CONDOMINIUM, a Condominium according to the Declaration of Condominium recorded in OR Book 3048, Page 337, of the Public Records of Orange County, Florida, and all exhibits and amendments thereof and Condominium Plat Book 4, Page 233, of the Public Records of Orange County, Florida, together with an undivided interest in and to the common elements as described in said Declaration appurtenant thereto, all in accordance with and subject, however, to all of the provisions of the said Condominium.

UNIT NUMBERS:

OR BK 4629 Pg 2891
Orange Co FL 4617417

1420	1472	1526
1422	1473	1527
1424	1478	1531
1429	1478	1533
1430	1477	1535
1430	1480	1536
1438	1482	1537
1439	1483	1538
1441	1484	1539
1442	1488	1540
1443	1487	1541
1445	1488	1548
1446	1489	1550
1447	1490	1545
1448	1492	1548
1450	1493	1552
1451	1500	1554
1452	1501	1555
1453	1502	1769
1454	1504	1770
1455	1508	1772
1481	1507	1774
1482	1508	1775
1483	1511	1777
1484	1514	1778
1488	1519	(R-1)
1488	1520	(R-8)
1488	1524	(R-9)
1470	1525	

Exhibit "A"

AND the following Unit Numbers of BANBURY VILLAGE CONDOMINIUM, a Condominium according to the Declaration of Condominium recorded in OR Book 3088, Page 235, of the Public Records of Orange County, Florida, and all exhibits and amendments thereof and Condominium Plat Book 1, Page 1, of the Public Records of Orange County, Florida, together with an undivided interest in and to the common elements as described in said Declaration appurtenant thereto, all in accordance with and subject, however, to all of the provisions of the said Condominium.

UNIT NUMBERS:

OR Bk 4629 Pg 2892
Orange Co FL 4617417

1384	1607	1877	1720	1779
1388	1608	1878	1724	1780
1389	1610	1879	1728	1781
1387	1614	1880	1727	1786
1088	1624	1881	1728	1787
1089	1629	1882	1700	1781
1070	1630	1884	1731	1794
1071	1631	1886	1733	1785
1072	1632	1888	1704	1801
1074	1642	1890	1735	1803
1389	1664	1892	1708	1804
1402	1688	1894	1743	1808
1403	1688	1898	1745	1808
1405	1687	1897	1748	1807
1408	1688	1704	1747	1808
1400	1689	1711	1749	1809
1412	1670	1712	1758	1816
1413	1671	1713	1769	1821
1416	1670	1716	1781	1823
1418	1678	1717	1787	1828
1419	1678	1718	1788	
1608	1678	1719		

together with

TOGETHER WITH THE FOLLOWING DESCRIBED EASEMENTS: (O.R. Book 3339, Page 1098)

A perpetual utility easement for construction, operation, utilization and maintenance of underground sanitary sewer pipes and conduits under a strip of land 20.00 feet in width, described as follows:

From the Northwest corner of the Northeast 1/4 of Section 35, Township 20 South, Range 27 East, Orange County, Florida, run N.87°09'16"E. along the North line of the Northeast 1/4 of said Section 35, a distance of 690.36 feet to the point of beginning; thence continue N.87°09'16"E. along said North line 70.16 feet to a point on the Southerly boundary line of "Oak Grove Village Condominium" as recorded in Condo. Book 4, page 106 and 107, public records of Orange County, Florida, said point being on a curve concave Northerly and having a radius of 243.00 feet; thence from a tangent bearing of S.45°54'06"E. run Easterly along the arc of said curve and said Southerly boundary line 138.98 feet through a central angle of 32°46'06"; thence run S.13°41'11"W. 13.18 feet; thence S.13°53'49"E. 18.33 feet; thence N.64°45'19"W. 213.07 feet to the point of beginning.

And

A perpetual sewer easement for construction, operation, utilization and maintenance of underground sanitary sewer pipes and conduits under a strip of land 20.00 feet in width, described as follows:

From the Northwest corner of the Northeast 1/4 of Section 35, Township 20 South, Range 27 East, Orange County, Florida, run N.87°09'16"E. along the North line of the Northeast 1/4 of said Section 35, a distance of 760.52 feet to a point on the Southerly boundary line of "Oak Grove Village Condominium" as recorded in Condominium Book 4, pages 106 and 107, public records of Orange County, Florida, said point being on a curve concave Northerly and having a radius of 243.00 feet; thence from a tangent bearing of S.45°54'06"E. run Easterly along the arc of said curve and said Southerly boundary line 128.98 feet through a central angle of 30°24'42" to the Southeast corner of Lot 89, said Oak Grove Village Condominium and the point of beginning; thence run S.13°41'11"W. along a Southerly extension of the East line of said Lot 89, a distance of 15.44 feet; thence S.13°53'49"E. 157.00 feet; thence N.67°29'27"E. 137.92 feet to the point of termination, the said lines of said strip extending so as to begin on said Southerly boundary line of Oak Grove Village Condominium, LESS that portion of said strip lying within road right-of-way for Yothers Road, as recorded in O.R. Book 2658, Page 1318, Public Records of Orange County, Florida.

OR Bk 4629 Pg 2893
Orange Co FL 4617417

and,

INGRESS - EGRESS EASEMENT DESCRIPTION: (North Citrus Circle)

An Ingress - Egress easement over a strip of land 54.00 feet wide, the centerline of said strip being described as follows:

From the Southwest corner of the Southeast 1/4 of Section 26, Township 20 South, Range 27 East, Orange County, Florida, run N.03°27'28"W. along the West line of said Southeast 1/4 of Section 26, a distance of 1436.73 feet to a point on the North line of "Oak Grove Village Condominium", as recorded in Condo. Book 4, Pages 106 & 107, public records of Orange County, Florida; thence run N.73°24'02"E. along said North line 534.93 feet to a point on the Westerly line of the Western part of "Cayman Circle" (100 foot right-of-way), as described in Exhibit "A" of the Warranty Deed, recorded in O.R. Book 3527, Page 1913, public records of Orange County, Florida; thence run N.06°08'16"W. along said Westerly line, 93.62 feet to the Northwest corner of said Cayman Circle; thence run N.83°51'44"E. 50.00 feet; thence N.06°08'16"W. 133.03 feet to a point on a curve concave Northerly, and having a radius of 618.23 feet; thence from a tangent bearing of N.83°51'44"E., run Easterly along the arc of said curve 97.42 feet through a central angle of 9°01'44" to the point of beginning; thence continue Easterly along the arc of said curve 26.16 feet through a central angle of 2°25'29" to the point of tangency, thence run N.72°24'31"E. 79.21 feet to the point of curvature of a curve concave Southerly, and having a radius of 442.00 feet; thence run Easterly along the arc of said curve 119.27 feet through a central angle of 15°27'29" to the point of tangency, thence run N.87°52'00"E. 177.44 feet to the point of curvature of a curve concave Northerly and having a radius of 565.00 feet; thence run Easterly along the arc of said curve 197.48 feet through a central angle of 20°01'34" to the point of tangency thence run N.67°50'26"E, 56.45 feet to the point of curvature of a curve concave Southerly and having a radius of 2206.73 feet; thence run Easterly along the arc of said curve 164.78 feet through a central angle of 4°16'42" to the point of reverse curvature of a curve concave Northerly, and having a radius of 1488.09 feet; thence run Easterly along the arc of said curve 173.10 feet through a central angle of 6°39'54" to the point of reverse curvature of a curve concave Northerly, and having a radius of 745.00 feet; thence run Easterly along the arc of said curve 189.22 feet through a central angle of 14°53'08" to the point of termination.

and,

DESCRIPTION OF INGRESS - BORING EQUIPMENT TO WELL SITE NO. 1:

An Ingress - egress easement over a strip of land 20.00 feet wide, the centerline of said strip being described as follows:

From the Southwest corner of the Southeast 1/4 of Section 26, Township 20 South, Range 27 East, Orange County, Florida, run N.03°27'28"W. along the West line of said Southeast 1/4 of Section 26, a distance of 1436.73 feet to a point on the North line of "Oak Grove Village Condominium", as recorded in Condo. Book 4, pages 106 and 107, public records of Orange County, Florida; thence continue N.03°27'28"W. along said West line a distance of 1149.29 feet; thence leaving said West line, run N.82°44'47"E. 129.94 feet to the point of beginning; thence continue N.82°44'47"E. 244.60 feet to the point of termination of said easement.

and,

DESCRIPTION OF INCROSS - EASEMENT FOR WELL, SITE NO. 2

An incross - egress easement over a strip of land 30.00 feet wide, the centerline of said strip being described as follows:

From the Southwest corner of the Southeast 1/4 of Section 26, Township 20 South, Range 27 East, Orange County, Florida, run N.03°27'28"W. along the West line of said Southeast 1/4 of Section 26, a distance of 1436.73 feet to a point on the North line of "Oak Grove Village Condominium", as recorded in Condo. Book 4, pages 106 and 107, public records of Orange County, Florida; thence continue N.03°27'28"W. along said West line, 2018.05 feet; thence, along said West line run S.59°35'01"E, 630.19 feet to the point of beginning; thence continue S.59°35'01"E, 226.11 feet to the point of curvature of a curve concave Northerly, and having a radius of 504.79 feet; thence run Easterly along the arc of said curve 301.16 feet through a central angle of 29°30'26" to the point of tangency; thence run S.89°05'27"E, 84.62 feet to the point of curvature of a curve concave Northwesterly, and having a radius of 300.00 feet; thence run Northeasterly along the arc of said curve 292.74 feet through a central angle of 46°35'26" to the point of tangency; thence run N.44°19'07"E, 158.90 feet to the point of curvature of a curve concave Southwesterly, and having a radius of 926.00 feet; thence run Northeasterly along the arc of said curve 62.61 feet through a central angle of 3°52'13" to a point; thence leaving said curve, run N.40°27'03"E, 267.74 feet to the point of curvature of a curve concave Westerly, and having a radius of 300.00 feet; thence run Southerly along the arc of said curve 91.42 feet through a central angle of 17°27'33" to the point of tangency; thence run S.22°59'30"E, 225.98 feet to the point of termination and the end of this easement.

and,

DESCRIPTION OF INGRESS - EGRESS EASEMENT FOR WELL SITE 13:

A strip of land 20.00 feet wide, the Northerly line of said strip being described as follows:

From the Southeast corner of the West 3/4 of Section 25, Township 20 South, Range 27, East, Orange County, Florida, run N.02°47'04"W. along the East line of said West 3/4 of Section 25, a distance of 2863.81 feet to the Northeast corner of "Banbury Village Condominium", as recorded in Condo. Book 5, Pages 1 & 2, public records of Orange County, Florida; thence continue N.02°47'04"W. along said East line, 1005.19 feet; thence leaving said East line, run N.89°19'43"W. 1902.30 feet to the point of beginning. Said point being on a curve concave Southerly, and having a radius of 568.00 feet; thence from a tangent bearing of N.85°34'41"W., run Westerly along the arc of said curve 134.05 feet through a central angle of 13°31'19" to the point of termination.

"TOGETHER WITH those certain easements, benefits and rights over, in and to the Common Area, as set forth in that certain Homeowners' Association Declaration of Covenants, Restrictions and Easements dated July 25, 1979, and recorded in Official Records Book 3034, page 1494, and Notices of Addition of Territory recorded in Official Records Book 3605, Page 159; Official Records Book 3668, Page 2664; Official Records Book 3742, Page 2795 and Official Records Book 3815, Page 197; and Amendment recorded in Official Records Book 4088, Page 4465 Public Records of Orange County, Florida, including, but not limited to, easements for ingress, egress, utilities, parking and the use and enjoyment of the Common Area as more particularly set forth in said Declaration."

"Together with those certain easements, benefits and rights over, in and to that certain real property as set forth in that certain Easement Agreement dated December 1, 1993, and recorded in Official Records Book 4629, page 2898, Public Records, Orange County, Florida, including, but not limited to, easements for storm water drainage, underground utility lines and related facilities, above-ground utility lines and related facilities, ingress and egress, construction, installation, landscaping, maintenance and repair."

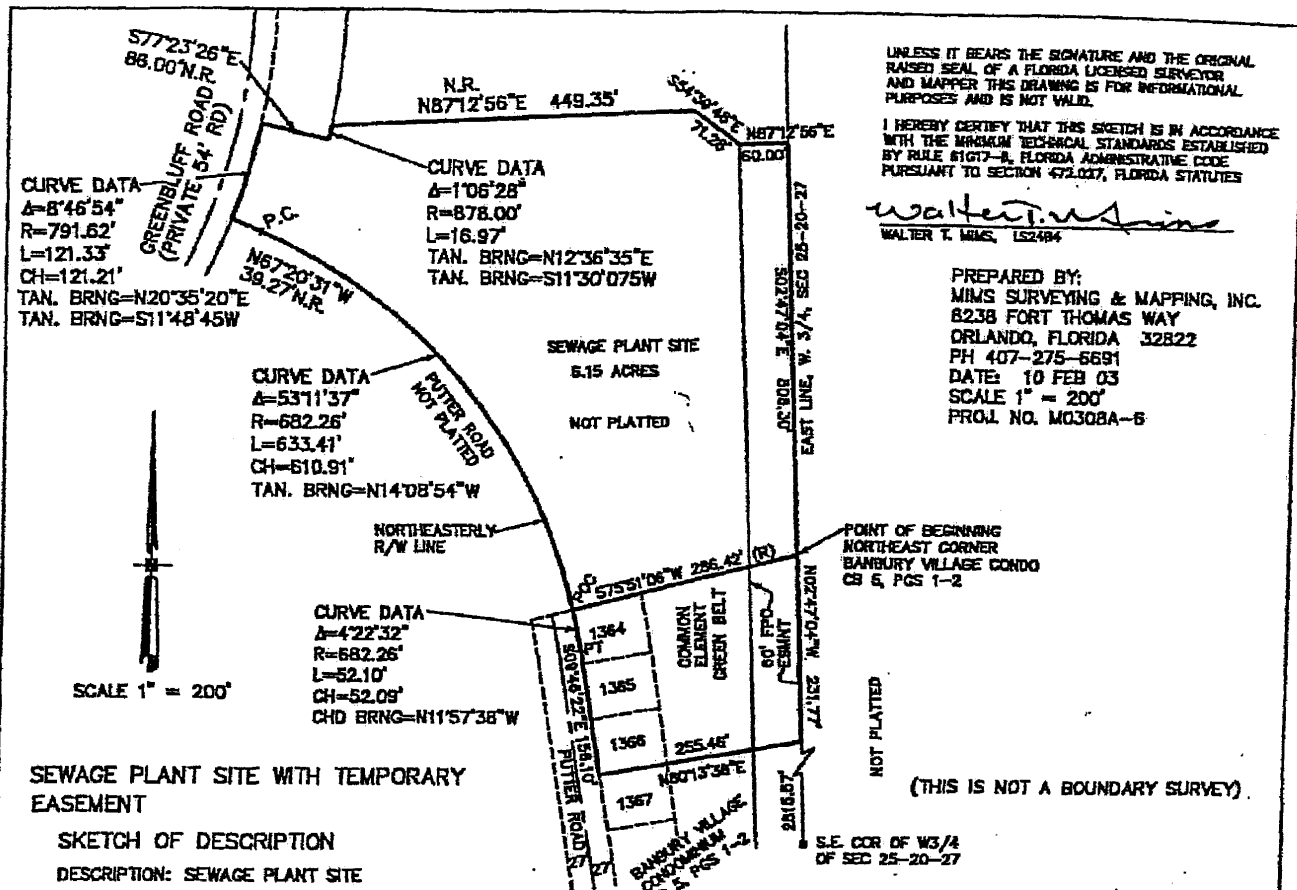
OR BK 4629 Pg 2898
Orange Co FL 4617417

Name	Parcel	Type
ZELLWOOD STATION LTD	25 20 27 1350 01492	R
ZELLWOOD STATION LTD	25 20 27 1350 01493	R
ZELLWOOD STATION LTD	25 20 27 1350 01500	R
ZELLWOOD STATION LTD	25 20 27 1350 01501	R
ZELLWOOD STATION LTD	25 20 27 1350 01502	R
ZELLWOOD STATION LTD	25 20 27 1350 01504	R
ZELLWOOD STATION LTD	25 20 27 1350 01505	R
ZELLWOOD STATION LTD	25 20 27 1350 01507	R
ZELLWOOD STATION LTD	25 20 27 1350 01508	R
ZELLWOOD STATION LTD	25 20 27 1350 01511	R
ZELLWOOD STATION LTD	25 20 27 1350 01514	R
ZELLWOOD STATION LTD	25 20 27 1350 01519	R
ZELLWOOD STATION LTD	25 20 27 1350 01520	R
ZELLWOOD STATION LTD	25 20 27 1350 01524	R
ZELLWOOD STATION LTD	25 20 27 1350 01525	R
ZELLWOOD STATION LTD	25 20 27 1350 01526	R
ZELLWOOD STATION LTD	25 20 27 1350 01527	R
ZELLWOOD STATION LTD	25 20 27 1350 01531	R
ZELLWOOD STATION LTD	25 20 27 1350 01533	R
ZELLWOOD STATION LTD	25 20 27 1350 01535	R
ZELLWOOD STATION LTD	25 20 27 1350 01536	R
ZELLWOOD STATION LTD	25 20 27 1350 01537	R
ZELLWOOD STATION LTD	25 20 27 1350 01538	R
ZELLWOOD STATION LTD	25 20 27 1350 01539	R
ZELLWOOD STATION LTD	25 20 27 1350 01540	R
ZELLWOOD STATION LTD	25 20 27 1350 01541	R
ZELLWOOD STATION LTD	25 20 27 1350 01548	R
ZELLWOOD STATION LTD	25 20 27 1350 01550	R
ZELLWOOD STATION LTD	25 20 27 1350 01645	R
ZELLWOOD STATION LTD	25 20 27 1350 01648	R
ZELLWOOD STATION LTD	25 20 27 1350 01652	R
ZELLWOOD STATION LTD	25 20 27 1350 01654	R
ZELLWOOD STATION LTD	25 20 27 1350 01655	R
ZELLWOOD STATION LTD	25 20 27 1350 01769	R
ZELLWOOD STATION LTD	25 20 27 1350 01770	R
ZELLWOOD STATION LTD	25 20 27 1350 01772	R
ZELLWOOD STATION LTD	25 20 27 1350 01774	R
ZELLWOOD STATION LTD	25 20 27 1350 01776	R
ZELLWOOD STATION LTD	25 20 27 1350 01777	R
ZELLWOOD STATION LTD	25 20 27 1350 01778	R
ZELLWOOD STATION LTD	25 20 27 1350 18010	R
ZELLWOOD STATION LTD	25 20 27 1350 18080	R
ZELLWOOD STATION LTD	25 20 27 1350 18090	R
ZELLWOOD STATION LTD	26 20 27 0000 00034	R
ZELLWOOD STATION LTD	26 20 27 6130 00001	R
ZELLWOOD STATION LTD	26 20 27 6130 00002	R
ZELLWOOD STATION LTD	26 20 27 6130 00003	R
ZELLWOOD STATION LTD	26 20 27 6130 00007	R
ZELLWOOD STATION LTD	26 20 27 6130 00009	R
ZELLWOOD STATION LTD	26 20 27 6130 00010	R
ZELLWOOD STATION LTD	26 20 27 6130 00011	R
ZELLWOOD STATION LTD	26 20 27 6130 00013	R
ZELLWOOD STATION LTD	26 20 27 6130 00016	R
ZELLWOOD STATION LTD	26 20 27 6130 00017	R
ZELLWOOD STATION LTD	26 20 27 6130 00019	R
ZELLWOOD STATION LTD	26 20 27 6130 00020	R
ZELLWOOD STATION LTD	26 20 27 6130 00023	R
ZELLWOOD STATION LTD	26 20 27 6130 00024	R
ZELLWOOD STATION LTD	26 20 27 6130 00026	R
ZELLWOOD STATION LTD	26 20 27 6130 00029	R
ZELLWOOD STATION LTD	26 20 27 6130 00029	R
ZELLWOOD STATION LTD	26 20 27 6130 00031	R
ZELLWOOD STATION LTD	26 20 27 6130 00032	R
ZELLWOOD STATION LTD	26 20 27 6130 00033	R
ZELLWOOD STATION LTD	26 20 27 6130 00034	R
ZELLWOOD STATION LTD	26 20 27 6130 00037	R
ZELLWOOD STATION LTD	26 20 27 6130 00039	R
ZELLWOOD STATION LTD	26 20 27 6130 00040	R

OR BK 4-629 Pg 2901
Orange Co FL 4617417

EXHIBIT "C"

WASTEWATER TREATMENT PLANT SITE



UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING IS FOR INFORMATIONAL PURPOSES AND IS NOT VALID.

I HEREBY CERTIFY THAT THIS SKETCH IS IN ACCORDANCE WITH THE MAPPING TECHNICAL STANDARDS ESTABLISHED BY RULE 61G17-8, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.007, FLORIDA STATUTES

Walter T. Mims
WALTER T. MIMS, LS2484

PREPARED BY:
MIMS SURVEYING & MAPPING, INC.
8238 FORT THOMAS WAY
ORLANDO, FLORIDA 32822
PH 407-275-6691
DATE: 10 FEB 03
SCALE 1" = 200'
PROJ. NO. M0308A-6

CURVE DATA
Δ=8°46'54"
R=791.62'
L=121.33'
CH=121.21'
TAN. BRNG=N20°35'20"E
TAN. BRNG=S11°48'45"W

CURVE DATA
Δ=1°06'28"
R=878.00'
L=16.97'
TAN. BRNG=N12°36'35"E
TAN. BRNG=S11°30'075W

CURVE DATA
Δ=53°11'37"
R=682.26'
L=633.41'
CH=610.91'
TAN. BRNG=N14°08'54"W

CURVE DATA
Δ=4°22'32"
R=682.26'
L=52.10'
CH=52.09'
CHD BRNG=N11°57'38"W

SCALE 1" = 200'

SEWAGE PLANT SITE WITH TEMPORARY EASEMENT

SKETCH OF DESCRIPTION

DESCRIPTION: SEWAGE PLANT SITE

COMMENCE AT THE SOUTHEAST CORNER OF THE WEST 3/4 OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, RUN N02°47'04"W ALONG THE EAST LINE OF SAID WEST 3/4 A DISTANCE OF 2863.61 FEET TO THE NORTHEAST CORNER OF "BANBURY VILLAGE CONDOMINIUM" AS RECORDED IN CONDOMINIUM BOOK 5, PAGES 1 AND 2, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA SAID CORNER BEING THE POINT OF BEGINNING; THENCE RUN S75°51'06"W ALONG THE NORTHERLY LINE OF SAID CONDOMINIUM 286.42 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 682.26 FEET; SAID POINT LYING ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF PUTTER ROAD (54' RIGHT-OF-WAY); THENCE FROM A TANGENT BEARING OF N14°08'54"W RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE 633.41 FEET THROUGH A CENTRAL ANGLE OF 53°11'37" TO THE P.T. OF SAID CURVE; THENCE N67°20'31"W A DISTANCE OF 39.27 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF GREENBLUFF ROAD (PRIVATE 54' ROAD) SAID POINT BEING ON THE ARC OF A CURVE CONCAVE NORTHWEST AND HAVING A RADIUS OF 791.62 FEET; THENCE FROM A TANGENT BEARING OF N20°35'20"E RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°46'54" A DISTANCE OF 131.33 FEET; THENCE DEPARTING THE EASTERLY RIGHT-OF-WAY OF SAID GREENBLUFF ROAD RUN S77°23'26"E A DISTANCE OF 85.00 FEET TO A POINT ON THE ARC OF A CURVE CONCAVE NORTHWEST AND HAVING A RADIUS OF 878.00 FEET; RUN THENCE FROM A TANGENT BEARING OF N12°36'35"E RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°06'28" A DISTANCE OF 16.97 FEET; RUN THENCE N87°12'56"E A DISTANCE OF 449.35 FEET; THENCE S54°39'48"E A DISTANCE OF 71.26 FEET; THENCE N87°12'56"E A DISTANCE OF 60.00 FEET TO AN INTERSECTION WITH SAID EAST LINE OF THE WEST 3/4; THENCE S02°47'04"E ALONG SAID EAST LINE OF THE WEST 3/4 A DISTANCE OF 506.30 FEET TO THE POINT OF BEGINNING, CONTAINING 6.15 ACRES MORE OR LESS

(THIS IS NOT A BOUNDARY SURVEY)