PREPARED BY AND RETURN TO:
Jean Roush-Burnett, Esquire
Chief Assistant City Attorney
City of Orlando
400 South Orange Avenue
Orlando, FL 32801

~~***DRAFT 10/4/02***~~

BALDWIN PARK SETTLEMENT AGREEMENT

THIS BALDWIN PARK SETTLEMENT AGREEMENT ("Agreement") is made and entered into as of the Effective Date, as hereinafter defined, by and among ORLANDO NTC PARTNERS, a joint venture authorized to do business in the State of Florida ("Orlando Partners"), THE CITY OF ORLANDO, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida ("Orlando"), and THE CITY OF WINTER PARK, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida ("Winter Park"). Orlando Partners, Orlando and Winter Park are sometimes referred to collectively as the "Parties".

W I T N E S S E T H

WHEREAS, Orlando Partners is the owner and developer of the former Orlando Naval Training Center Main Base, consisting of approximately 1100 acres of real property located within the boundaries of Orlando, which property is more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"), and which Property is bounded to the north by Winter Park; and

WHEREAS, Orlando Partners is redeveloping the Property (the "Project"), pursuant to that certain Orlando NTC Partners Orlando Naval Training Center Main Base Planned Development Ordinance approved by Orlando on July 27, 1998, as amended from time to time (the "PD"); and

WHEREAS, the Parties are willing to enter into this Agreement in order to address certain regional transportation issues and other development matters as herein set forth.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Orlando Partners, Orlando, and Winter Park hereby agree as follows:

ARTICLE 1: EAST-WEST ROAD

1.1 East-West Road. At its sole cost and expense, except for the provision of right-of-way as set forth below, Orlando Partners shall design and construct an east-west roadway through the Property, connecting off site with State Road 436 on the east and State Road 50 on the south in the Humphries Avenue alignment, including associated drainage facilities and intersection improvements (the "East-West Road"). The East-West Road shall be constructed in general accordance with the PD.

The East-West Road is divided into three identifiable segments, as follows:

(1) The connection to State Road 436 (the "436 Connection") which runs easterly from the east boundary of the Property and connects with State Road 436 on the east;

(2) The portion of the East-West Road on the Property, connecting with the 436 Connection on the east and with the Humphries Connection, as hereinafter defined, on the south; and

~~(3)~~ (3) The connection to Humphries Avenue (the "Humphries Connection") from the southern boundary of the Property to Colonial Drive, State Road 50 along the general Humphries Avenue alignment.

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At the connection point of the 436 Connection and the portion of the East-West Road on the Property, the westbound/southbound movement shall be the dominant or through movement, to the extent feasible given engineering and right-of-way constraints, and without a reduction in the number of units that may be developed by Orlando Partners on the Property and without a significant increase in cost above what it would have cost to construct the intersection as a "T" intersection. The evaluation and determination of the feasibility, unit impacts, and cost impacts of the ultimate intersection design and the approval of such design shall vest exclusively with Orlando.

1.2 ~~Timing. The East-West Road shall be functional and approved and accepted by the Orlando City Engineer at a time not later than the issuance of the Certificate of Occupancy for the fiftieth (50th) residence located east of Lake Baldwin and north of the OUC water plant, in the area depicted on Exhibit "B" attached hereto and incorporated herein, unless earlier required by Orlando. In the event that the East-West road is not functional and/or approved and/or accepted by that time, Orlando shall not issue further building permits, Certificates of Occupancy or development approvals in the area depicted on Exhibit "B" until the East-West Road construction is complete.~~ The East-West Road shall be functional and approved and accepted by the Orlando City Engineer at a time not later than the date on which the City issues the Certificate of Occupancy for the fiftieth (50th) residence located east of Lake Baldwin and north of the OUC water plant, in the area depicted on Exhibit "B" attached hereto and incorporated herein (hereinafter the "Deadline Date"), which Deadline Date shall be extended by events of Force Majeure, as defined in Section 6.18 hereof. In the event that the East-West Road is not functional and/or approved and/or accepted by the Deadline Date, Orlando shall not issue further building permits, Certificates of Occupancy or development approvals in the area depicted on Exhibit "B" until the East-West Road construction is complete. Notwithstanding the foregoing, the restrictions on the issuance of building permits, Certificates of Occupancy or development approval set forth in the previous sentence shall be tolled during any time period in which Winter Park fails to provide the Winter Park Right-of-Way for the East-West Road as and when required by this Agreement and the Deadline Date shall be extended on a day for day basis for each day Winter Park's delivery of such right-of-way is delayed beyond the date on which Winter Park would have otherwise been obligated to deliver such right-of-way to

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Orlando pursuant to this Agreement. Notwithstanding any provision of this Paragraph 1.2, nothing herein shall be construed to affect or limit in any way the regulatory authority of Orlando to require construction of the East-West Road earlier than the Deadline Date to accommodate the impacts of the Project.

1.3 Right-of-Way. Orlando shall be responsible for the acquisition of the right-of-way for the portion of the ~~East/West~~East-West Road located outside of the Property, with the exception of the Winter Park Right-of-Way and the Orange County Right-of-Way as set forth below. Prior to the acceptance and/or approval of the East-West Road by Orlando, Orlando Partners shall dedicate or otherwise convey to Orlando, at no cost to Orlando, right-of-way on the Property owned by Orlando Partners and necessary for the ~~East/West~~East-West Road.

Within thirty (30) days of a written request from Orlando to Winter Park, Winter Park shall dedicate or assign to Orlando at no cost to Orlando that portion of the right-of-way owned by Winter Park and necessary for the SR 436 connection of the ~~East/West~~East-West Road and associated drainage in the vicinity of the Winter Park Pines Golf Course, more particularly described and depicted in Exhibit "C" attached hereto and incorporated by this reference (the "Winter Park Right-of-Way"). Within sixty (60) days of a written request from Orlando to Winter Park, Winter Park will deannex the Winter Park Right-of-Way, so as to permit its annexation by Orlando and Winter Park agrees not to challenge or contest such annexation by Orlando. After its deannexation, Orlando agrees that it shall not utilize the Winter Park Right-of-Way as a consenting parcel for involuntary annexation or as a contiguous parcel for voluntary annexation without the consent of Winter Park.

Orlando, Winter Park and Orlando Partners acknowledge that the SR 436 Connection of the East-West Road is contingent on the contribution of right-of-way from Orange County to Orlando at no cost to Orlando. Orlando and Winter Park jointly shall formally request that Orange County dedicate to Orlando at no cost to Orlando right-of-way owned by Orange County and necessary for the SR 436 Connection of the ~~East/West~~East-West road and associated drainage in the vicinity of the Winter Park Pines Golf Course, including that portion of the County treatment plant necessary to avoid or minimize impacts to the Winter Park Pines Golf Course, more particularly described and depicted in Exhibit "D" attached hereto and incorporated by this reference (the "Orange County Right-of-Way").

1.4 Winter Park Pines Golf Course. Orlando Partners, Winter Park and Orlando agree that the ~~East-West~~East-West Road shall be designed in the configuration set forth in Exhibit "E", attached hereto and incorporated herein by this reference, so as to avoid, or to minimize to the greatest extent feasible, impacts of the ~~East/West~~East-West Road on the Winter Park Pines Golf Course, including locating a new drainage easement on the north side of the new roadway, to the extent practicable, in order to accommodate preexisting stormwater, stormwater drainage for the ~~East/West~~East-West Road and related improvements.

ARTICLE 2: OTHER ROADS AND ROADWAY ISSUES

2.1 General Rees Avenue Extension. Orlando Partners and Orlando support Winter Park's efforts to enhance the traditional gridded street pattern in the area surrounding the Baldwin Park project by extending General Rees Avenue to Blue Ridge Road at Arjay Way and encourage the Orange County School Board to cooperate with Winter Park in its efforts to acquire the necessary right-of-way.

2.2 Traffic Signal At General Rees Avenue And Glenridge Way. Orlando and Winter Park shall jointly ~~fund a warrant study to determine whether the signal is currently warranted at the intersection of Glenridge Way and General Rees, and, if so, to establish a fair share allocation of the cost of installation.~~ fund the design and construction of a traffic signal at General Rees Avenue and Glenridge Way. ~~If warranted, s~~Such signal, including an appropriate pedestrian crosswalk, shall be installed by December 31, 2003. Such signal shall be constructed to Orlando mast arm standards unless otherwise agreed by the parties. Winter Park shall design and construct the signal, shall maintain the traffic signal after its installation, and will control the timing of the signal. Orlando may review and approve the design of the signal. Upon thirty (30) days written notice from Winter Park to Orlando that construction of the signal will commence in no more than ninety (90) days, Orlando shall pay to Winter Park $85,000 (Eighty-five thousand and No One Hundredths Dollars) towards the cost of the signal and any additional costs in excess of that amount shall be paid by Winter Park.

2. 3 Traffic Signal Windsong Entrance/Glenridge School Bus Loop. Orlando and Winter Park agree that a traffic signal (the "Middle School Signal") will be installed at the intersection of Glenridge Way and the new Glenridge Middle School, directly across from the Windsong development entrance, to be paid for by ~~someone other than Windsong or Winter Park~~ Orlando Partners. Subject to acquisition of all applicable permits and force majuere, Orlando Partners shall make reasonable efforts to complete such construction prior to the opening of the new Glenridge Middle School. Orlando Partners shall design and permit the Middle School ~~Signal which~~ Signal, which shall be interconnected to the signal controller located at Upper Park Road and Glenridge Way. Prior to the acceptance of the signal by Winter Park, Orlando Partners shall provide Winter Park with a bill of sale and a copy of a final lien waiver from the applicable contractor, and shall assign to Winter Park any applicable warranties, which shall include at a minimum, a one-year warranty. Winter Park shall maintain the traffic signal after its installation and shall control the timing and ~~e~~ times of day the signal will be operational, but the signal shall be timed to allow reasonable access from Upper Park Road to Glenridge Way. Such signal shall be constructed to Orlando mast arm standards unless otherwise agreed by the parties.

2.4 Glenridge Way/ Upper Park Road Intersection. The intersection of Glenridge Way and Upper Park Road shall be designed and constructed by Orlando Partners at its own expense, with full access to and from Glenridge Way, including pedestrian crosswalks. Orlando Partners shall install a traffic light, if warranted, at the intersection of Glenridge Way and Upper Park Road and design and construct a westbound left turn lane on Glenridge Way (the "Glenridge Intersection Improvements"). Subject to acquisition of all applicable permits and force majuere, Orlando Partners shall make reasonable efforts to complete such construction prior to the opening of the new Glenridge Middle School. Such signal shall be constructed to Orlando mast arm standards unless otherwise agreed by the parties. Prior to the acceptance of the signal by Winter Park, Orlando Partners shall

provide Winter Park with a bill of sale and a copy of a final lien waiver from the applicable contractor, and shall assign to Winter Park any applicable warranties, which shall include at a minimum, a one-year warranty. Winter Park shall maintain the traffic signal after its installation and will control the timing of the signal. The traffic light will be ~~timed to~~ coordinated with the traffic light at the new Glenridge Middle School bus exit signal. Upon submittal of appropriate documentation and compliance with applicable regulations, Winter Park will grant permits to Orlando Partners for the Glenridge Intersection Improvements and the connection of Upper Park Road to Glenridge Way. After the construction of the Glenridge Intersection Improvements, the Glenridge through movement shall continue to be the dominant movement at the intersection, but the signal shall be timed to allow reasonable access from Upper Park Road to Glenridge Way. Upper Park Road shall be constructed in a two-lane section with no separate northbound left turn lane at Glenridge Way. Upon submittal of appropriate documentation and compliance with applicable regulations, Winter Park will grant permits to Orlando Partners for the roadway connections to Winter Park roads shown on the approved PD plan and/or described herein.

Orlando Partners agrees to design and construct, at its own expense, a left turn stacking lane for westbound traffic on Glenridge Way at the Glenridge Middle School bus entrance, in conjunction with their design and construction of the Glenridge Intersection Improvements, and Winter Park agrees to issue permits for such stacking lane upon compliance with all applicable regulations.

2.5 St. George Street. Within sixty (60) days of a written request from Winter Park to Orlando, Orlando will deannex the St. George Street right-of-way, so as to permit its annexation by Winter Park and Orlando and Orlando Partners agree not to challenge or contest such annexation by Winter Park. Within thirty (30) days of days of such deannexation by Orlando, Winter Park will dismiss with prejudice the lawsuit concerning Orlando's annexation of St. George Street, docketed as CIO-01-10027 and both Orlando and Winter Park agree that each shall bear its own fees and costs in connection with such lawsuit.

2.6 Lakemont Gate. ~~The parties~~ Orlando and Orlando Partners ~~recognize~~ believe that the Lakemont egress from the Property is important to the health and safety of the future residents of the Project, because it provides the most direct route from the Property to Winter Park Memorial Hospital. Winter Park will permanently open Lakemont Avenue to the public when the permanent ~~East/West~~East-West Road is available for use by the public. Orlando Partners may make the roadway connection and improvements to connect to Lakemont Avenue prior to the ~~East/West~~East-West Road being available for use by the public; however, Winter Park shall not be required to open the connection to Lakemont Avenue until the ~~East/West~~East-West Road is available for use by the public.

2.7 Contribution for Winter Park Traffic Calming. In addition to all other contributions and expenditures provided herein, Orlando Partners will contribute $400,000.00 (Four Hundred Thousand and No One Hundredths Dollars) and Orlando will contribute $300,000.00 (Three Hundred Thousand and No One Hundredths Dollars) (collectively referred to as the "Funds") to Winter Park in order for Winter Park to make traffic calming improvements to Winter Park Road/Pennsylvania Avenue/Lake Sue Avenue (between Corrine Drive and W. Fairbanks Avenue), Glenridge Way and Lakemont Avenue (south of

Fairbanks Avenue) (the "Traffic Calming"). Winter Park shall bear any and all costs in excess of the amount of the Funds in order to implement the Traffic Calming. Winter Park shall maintain written records regarding the expenditure of ~~all amounts, including~~ the Funds relating to the Traffic Calming and shall make such records available for inspection and audit by the Parties for a period of three (3) years following the expenditure of the Funds. Winter Park shall utilize the Funds only for the Traffic Calming. Any Funds which have not been expended by Winter Park within seven (7) years of the effective date of this Agreement shall be deemed to be forfeited by Winter Park and shall be returned to Orlando and Orlando Partners, pro rata.

Orlando and Orlando Partners shall make the Funds available ~~as~~ in accordance with one of the followings schedules, depending on the timing of the opening of the Lakemont gate pursuant to Paragraph 2.6 of this Agreement:

SCHEDULE A:
Payments 2 and 3 made Prior to
Opening of Lakemont Gate

Orlando:

Funds	Payment Trigger
1st $100,000	30 days after acceptance by Winter Park of the Upper Park Road/Glenridge Way intersection improvements
2nd $100,000	1 year after payment of the 1st $100,000
3rd $100,000	2 years after payment of the 1st $100,000

Orlando Partners:

Funds	Payment Trigger
1st $134,000	30 days after acceptance by Winter Park of the Upper Park Road/Glenridge Way intersection improvements
2nd $133,000	1 year after payment of the 1st $134,000
3rd $133,000	2 years after payment of the 1st $134,000

SCHEDULE B
Lakemont Gate Opened Prior to
Payment(s) 2 and/or 3

Orlando:

Funds	Payment Trigger
1st $100,000	30 days after acceptance by Winter Park of the Upper Park Road/Glenridge Way intersection improvements
2nd $100,000	30 days after the last of the following to occur: (1) acceptance by Winter Park of the Upper Park Road/Glenridge Way intersection improvements; and (2) opening of the Lakemont Gate pursuant to Paragraph 2.6 of this Agreement, and written notice thereof provided to the other Parties.
3rd $100,000	30 days after the last of the following to occur: (1) acceptance by Winter Park of the Upper Park Road/Glenridge Way intersection improvements; and (2) opening of the Lakemont Gate pursuant to Paragraph 2.6 of this Agreement and written notice thereof provided to the other Parties.

Orlando Partners:

Funds	Payment Trigger
1st $134,000	30 days after acceptance by Winter Park of the Upper Park Road/Glenridge Way intersection improvements
2nd $133,000	30 days after the last of the following to occur: (1) acceptance by Winter Park of the Upper Park Road/Glenridge Way intersection improvements; and (2) opening of the Lakemont Gate pursuant to Paragraph 2.6 of this Agreement and written notice thereof provided to the other Parties.
3rd $133,000	30 days after the last of the following to occur: (1) acceptance by Winter Park of the Upper Park Road/Glenridge Way intersection improvements; and (2) opening of the Lakemont Gate pursuant to Paragraph 2.6 of this Agreement and written notice thereof provided to the other Parties.

~~Notwithstanding any other provision to the contrary, when Lakemont is opened and connected Orlando and Orlando Partners will pay any then unpaid Funds to Winter Park.~~

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~~Winter Park shall utilize the Funds only for the Traffic Calming. Any Funds which have not been expended by Winter Park five (5) years after the effective date of this Agreement shall be deemed to be forfeited by Winter Park and shall be returned to Orlando and Orlando Partners, pro ra~~ 2.8 Traffic Calming. Orlando will provide traffic calming consisting of the traffic circle to be located outside Veteran's Park. Orlando Partners shall design and install traffic calming on the portion of Lakemont Avenue located within the Baldwin Park project, which shall consist of ~~(either a~~ a traffic circle ~~or a series of stop signs to be determined by Winter Park prior to the execution of this Agreement)~~.

2.9 Street Closures. Winter Park will control any future street closings or other modifications to Parkland Drive and St. George Street. Whether or not Winter Park closes or alters St. George Street, Winter Park will provide Orlando Partners with driveway connections and/or two (2) side street connections to St. George Street, including the full intersection at St. George Street and Donna Street/Oak Street, upon submittal of appropriate documentation and compliance with applicable Winter Park regulations. The Parties further agree that all other roadways are necessary and required in order to provide connectivity for vehicular access through the Property and continuing on to Winter Park and Orlando streets and roads. Therefore, the Parties agree that except as provided in this Agreement there shall be no roadway closures or traffic calming which may affect such access and connectivity to such roads, without notice and consultation among the Parties and then only for public safety purposes.

2.10. Parkland Drive. Orlando and Orlando Partners shall not alter the road configuration depicted in Exhibit "F," attached hereto and incorporated herein by this reference, without notice and consultation among the Parties and then only for public safety purposes.

ARTICLE 3: RECOGNITION OF APPROVALS AND PD AMENDMENTS

The Parties hereby express their approval of and support for the Project. The Parties expressly recognize and agree that all approvals issued by Orlando with respect to the Property, as of the ~~Effective Date~~ date Winter Park executes this Agreement, have been finally and validly issued and shall not be subject to challenge in any manner by the Parties. Such approvals include, but are not limited to, the PD (as amended as of the Effective Date), any and all land use and comprehensive plan or growth management plan changes and amendments, adoption of any base reuse plans or similar plans affecting the Property, and any and all other approvals relating to the foregoing. Further, the Parties acknowledge that in order to implement the provisions of this Agreement, Orlando Partners will be required to amend the PD. The Parties agree to cooperate with Orlando Partners in such process and consent to such amendments as may be required in order to implement this Agreement. With respect to future amendments to the PD and approvals to be granted by Orlando or other applicable authorities, Winter Park agree that such amendments and approvals will not be subject to challenge by such Parties and that such Parties will agree to such amendments and approvals, unless the proposed amendment or approval has a material and adverse affect on one or both of such Parties. Orlando Partners agrees to notify Winter Park and provide documentation to such Parties relating to any

such proposed amendment to the PD or amendment to Orlando's growth management plan at the time of submittal to Orlando.

ARTICLE 4: PARKS

Orlando and Orlando Partners agree that as part of the development of the Property, Orlando is developing certain parks consisting of an active recreation park located at the northwest corner of the Property and a system of parks around Lake Baldwin. Fleet Peeples Park, at the northwest portion of Lake Baldwin, is owned by Winter Park. Orlando, Winter Park and Orlando Partners agree that all such parks owned, operated and controlled by Orlando and Winter Park shall remain open and unrestricted to all residents of Orlando and Winter Park, on the same terms such parks are available to each jurisdiction's own residents, and that such park network shall provide a continuous park system around Lake Baldwin.

ARTICLE 5: ACCESS TO WINTER PARK HIGH SCHOOL

Orlando Partners agrees that it shall provide pedestrian and vehicular access to Winter Park High School from the northeast section of the Baldwin Park Property.

ARTICLE 6~~5~~: GENERAL PROVISIONS

6~~5~~.1 Effective Date. The Effective Date of this Agreement shall be the date that this Agreement is last executed by the Parties.

6~~5~~.2 Continued Cooperation. The Parties hereto hereby agree to cooperate with each other in the planning, facilitation, development and completion of the East-West Road and the matters set forth herein.

6~~5~~.3 Limitation of Remedies; Venue. The Parties expressly agree not to pursue an award of monetary damages for a breach of or non-performance under this Agreement except for a claim of actual funds owed herein in the event of non-payment of funds. The only remedies available against the breaching or non-performing party shall be either to withhold further performance under this Agreement until the breaching or non-performing party cures such breach or non-performance, or to seek a court order requiring specific performance or seeking injunctive or declaratory relief of this Agreement. The Parties agree that venue for any action under this Agreement shall be in Orange County, Florida.

6~~5~~.4 Incorporation of Recitals. The recitals to this Agreement are true and correct, form a material part of this Agreement and are incorporated herein by this reference.

6~~5~~.5 Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the Parties not embodied herein shall be of any force or effect.

6~~5~~.6 Amendments and Waivers. This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by an amendment in writing duly executed by the Parties hereto. No failure by the parties to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or a future breach of any other covenant, agreement, term or condition. Any of the Parties hereto, by notice, may waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, covenant or breach of any other party hereto. No waiver shall affect or alter this Agreement but every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent duty, obligation, covenant or breach thereof.

6~~5~~.7 Notices. Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when (i) hand delivered to the person hereinafter designated, or (ii) upon receipt of such notice when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to a party at the address set forth opposite the party's name below, or at such other address as the applicable party shall have specified, from time to time, by written notice to the other party delivered in accordance herewith:

~~Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically (i.e. telecopier device) or within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:~~

Orlando Partners:	Orlando NTC Partners Attn: David G. Pace, Managing Director Orlando NTC Partners 1099 Bennett Road Orlando, FL 32803 Telephone: 407-206-7232 Facsimile: 407-206-7209
copy to:	Broad and Cassel Robert T. Rosen, P.A. 390 North Orange Avenue – Suite 1100 Orlando, Florida 32801 Telephone: 407-839-4200 Facsimile: 407-650-0938
City of Orlando:	City Clerk City of Orlando 400 South Orange Avenue

Orlando, Florida 32801
Telephone: 407-246-2251
Facsimile: 407-246-3613

copy to: City Attorney's Office
City of Orlando
400 South Orange Avenue
Orlando, ~~Florida 32801~~Florida 32801
Attn: Jean Roush-Burnett, Esquire
Telephone: 407-246-2295
Facsimile: 407-246-2854

City of Winter Park: City Clerk
City of Winter Park
401 Park Avenue South
Winter Park, Florida 32789
Telephone: 407-599-3277
Facsimile: 407-599-3436

copy to: City Attorney
City of Winter Park
~~401~~ 250 Park Avenue South~~h~~
P.O. Box 0880
Winter Park, Florida 327~~8~~90-0880
Telephone: 407-422-4246
Facsimile: 407-645-3728

~~or to such other address as any party hereto shall from time to time designate to the other Parties by notice in writing as herein provided~~

~~5~~6.8 Attorneys' Fees. In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, each of the Parties shall be responsible for their own attorneys' fees and costs.

6~~5~~.9 Binding Effect. The provisions of this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors, assigns and legal representatives.

6~~5~~.10 Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

6~~5~~.11 Execution and Counterparts. To facilitate execution, the parties hereto agree that this Agreement may be executed in as many counterparts as may be required and it shall not be necessary that the signature of or on behalf of, each of the Parties, or that the

signatures of all persons required to bind any of the Parties, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each of the Parties, or that the signatures of the persons required to bind any of the Parties, appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.

6~~5~~.12 Governing Law. This Agreement shall be construed in accordance with and interpreted under the laws of the State of Florida.

6~~5~~.13 Disclaimer of Third Party Beneficiaries. This Agreement is solely for the benefit of the Parties hereto. No right, remedy, cause of action or claim shall accrue by reason hereof to or for the benefit of any third party who is not one of the Parties executing this Agreement.

6~~5~~.14 Construction of Agreement. This Agreement is the result of mutual negotiations between the Parties hereto and all Parties have contributed substantially and materially to the preparation hereof. Accordingly, this Agreement shall not be construed more strictly against the others.

6~~5~~.15 Captions and Headings. Captions and headings at the beginning of articles and paragraphs are for convenience only and do not add to nor subtract from the meaning of each article and paragraph.

6~~5~~.16 Recordation. The Parties agree that this Agreement shall not be recorded in the Official Records of Orange County, Florida, or the public records of any other county in the State of Florida.

6~~5~~.17 Individual Liability. All covenants, stipulations, obligations and agreements of the Parties hereto contained herein shall be deemed to be those of such party to the full extent authorized by the Constitution and the laws of the State of Florida. No covenant, stipulation, obligation or agreement contained herein shall be deemed that of any member, agent or employee of such party in his or her individual capacity, and no member, agent or employee of any party shall be personally liable hereunder or subject to any personal liability or accountability by reason hereof.~~-~~

6.18 Force Majeure. The parties shall use reasonable diligence to ultimately fulfill the intent of this agreement but shall not be liable to each other, or their successors or assigns, for damages, costs, attorney's fees (including costs or attorney's fees on appeal) for breach of contract, or otherwise for failure, suspension, diminution, or other variations of services occasioned by any cause beyond the control and without the fault of the parties. Such causes may include but shall not be limited to, Acts of God, or of the public enemy, acts of other governments (including regulatory entities or courts) in their sovereign or contractual capacity (including but not limited to obligations hereunder), fires, floods, epidemics, quarantines, restrictions, strikes, or failure or breakdown of transmission or other facilities. If any provision of this agreement cannot be performed due to any cause beyond the control and without the fault of the parties, then a suitable and equitable provision shall be substituted for the provision which cannot be performed in order to carry out so far as possible the intent and purpose of this Agreement and such non-performed provision.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date set forth above.

ORLANDO NTC PARTNERS,
a Joint Venture

By: Orlando Naval Investors, L.P., a Delaware limited partnership, its Managing Venturer

By: Orlando Naval GP Corp., a Delaware Corporation, its General Partner

By: _____

Print Name: _____

Title: _____

Signed and delivered in the presence of:

_____
Print Name: _____

_____
Print Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2002, by _____, as _____ of Orlando Naval GP Corp., a Delaware corporation, as general partner of Orlando Naval Investors, L.P., a Delaware limited partnership, the Managing Venturer of Orlando NTC Partners, a joint venture, on behalf of the joint venture. He/she is personally known to me or has produced _____ as identification.

_____ _____
Notary Public
My Commission Expires: _____

CITY OF ORLANDO, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida

By: _____
_____ , Mayor/ProTem

ATTEST:

_____
Candice Crawford, City Clerk

Approved as to form and legality for the use and reliance of the City of Orlando, Florida, only.
_____, 2002
Chief Assistant City Attorney
Orlando, Florida

STATE OF FLORIDA
COUNTY OF ORANGE

PERSONALLY appeared before me, the undersigned authority, by _____ _____ and Candice J. Crawford, well known to me and known by me to be the Mayor/Pro Tem and City Clerk, respectively, of the CITY OF ORLANDO, and acknowledged before me that they executed the foregoing instrument on behalf of the CITY OF ORLANDO, as its true act and deed, and that they were duly authorized so to do.

WITNESS my hand and official seal this ___ day of _____, 2002.

_____
Notary Public
My Commission Expires:

~~[THE BOTTOM OF THE PAGE LEFT BLANK INTENTIONALLY]~~

CITY OF WINTER PARK, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida

By: _____
_____, Mayor/Pro~~o~~~~Tem~~

ATTEST:

_____, City Clerk

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2002, by _____, Mayor~~/ProTem~~ of the City of Winter Park, Florida, a municipal corporation organized and existing under the laws of the State of Florida corporation, on behalf of the corporation. He~~/she~~ is personally known to me or has produced _____ as identification.

_____
Notary Public
My Commission Expires:_____

LIST OF EXHIBITS

Exhibit "A"	Legal Description of the Property
Exhibit "B"	Depiction of the Area North of the OUC Water Plant
Exhibit "C"	Depiction of Winter Park Right-of-Way
Exhibit "D"	Depiction of Orange County Right-of-Way
Exhibit "E"	Depiction of East-West Road at Golf Course
Exhibit "F"	Depiction of Parkland Road Configuration on the Property

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