

Orlando Utilities Commission
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P.O. Box 3193
Orlando, Florida 32802
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The Reliable One

SERVICE AGREEMENT FOR LIGHTING SERVICE

This Agreement is entered into this 13th day of September, 2001, by and between ORLANDO UTILITIES COMMISSION, whose address is 500 South Orange Ave., Orlando, Florida, 32801 (hereinafter "OUC") and North Shore at Lake Hart Homeowners Association Inc., (hereinafter "Customer"), whose address is 5511 Hansel Ave, Orlando, 32809, for the provision of Lighting Service as more particularly set forth below.

SECTION 1: OUC AGREES:

1. OUC in accordance with the rates, terms and provisions of OUC's Rate Schedule set forth in Exhibit 1 shall install, provide and maintain Lighting Service as set forth in Exhibit 1.
2. OUC shall annually deliver notice to the Customer of changes to those rates set forth in Exhibit 1.

SECTION 2: THE CUSTOMER AGREES:

1. To purchase from OUC all of the electric energy used for the operation of the Lighting Service.
2. To be responsible for paying, when due, all bills rendered by OUC pursuant to OUC's Lighting Rate Schedule set forth in Exhibit 1 for facilities and service provided in accordance with this Agreement.
3. Be responsible for trimming trees that may either obstruct the light output from lighting fixtures or that may obstruct maintenance access to the facilities.

SECTION 3: THE PARTIES MUTUALLY AGREE:

1. OUC, while exercising reasonable diligence at all times to furnish service hereunder, does not guarantee continuous lighting and will not be liable for damages for any interruption, deficiency or failure of service, and reserves the right to interrupt service at any time for necessary repairs to lines or equipment.

2. Installation shall be made only when, in the judgment of OUC, the location and the type of the facilities are, and will continue to be, easily and economically accessible to OUC equipment and personnel for both construction and maintenance.
3. Modification of the facilities provided by OUC under this Agreement, may only be made through the execution of an additional Agreement or written amendment to this Agreement delineating the modifications to be accomplished.
4. OUC will, at the request of the Customer, relocate the lighting facilities covered by this Agreement if provided sufficient rights-of-way or easements to do so. The Customer shall be responsible for the payment of all costs associated with any such Customer requested relocation of OUC lighting facilities.
5. OUC may, at any time, substitute for any luminaire/lamp installed hereunder another luminaire/lamp which shall be of at least equal illuminating capacity and efficiency.
6. The Customer agrees to take responsibility for the cost incurred to repair or replace any fixture or pole that has been willfully damaged. OUC shall not be required to make such repair or replacement prior to payment by the Customer for damage.
7. Should the Customer fail to pay any bills due and rendered pursuant to this Agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, OUC may cease to supply electric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of OUC to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by OUC, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
8. In the event of the sale of the real property upon which the facilities are installed, or if the Customer's obligations under this agreement are to be assigned to a third party, upon the written consent of OUC, this Agreement may be assigned by the Customer to the Purchaser or to the third party. No

assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the Purchaser or third party and agreed to by OUC.

9. This Agreement supersedes all previous Agreements or representations, either written, oral or otherwise between the Customer and OUC, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by OUC to third parties.
10. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and OUC.

SECTION 4: TERM, EFFECTIVE DATE, AMENDMENT AND TERMINATION

1. Term: The initial term of this Agreement shall be for ten (10) years, and thereafter for additional terms of ten (10) years hence, unless terminated by written notice of such intention from either party to the other at least sixty(60) days prior to expiration date of the initial term or subsequent terms.
2. Effective Date: The effective date of this Agreement shall be the date of execution by the Customer or OUC, whichever is later.
3. Amendment to Agreement: This Agreement may only be amended in writing and such amendment must be executed with the same degree of formality as this Agreement. Notwithstanding the foregoing the annual adjustment to rates as set forth in Exhibit 1 and required to be reported to the Customer by OUC under Section 1.2 shall not be considered an amendment provided such annual rate adjustment does not exceed three percent (3%) excluding fuel charges.
4. Termination: If the Customer no longer wishes to receive service under this Agreement, the Customer may opt to terminate the Agreement at year 10 by providing to OUC at least sixty (60) days advance written notice. Upon termination of service, the Customer shall pay an amount equal to **\$652,333.94**. The Customer will also be responsible for the cost of removing the facilities, with such work to be done by OUC and billed to the Customer. If the Customer no longer wishes to receive service under this Agreement at year 20, the Customer may opt to terminate the Agreement by providing to OUC at least sixty (60) days advance written notice. Upon termination of service the Customer will be responsible for the cost of removing the facilities, with such work to be done by OUC and billed to the Customer.

Now, therefore the parties enter into this Agreement as of the dates of execution indicated below.

NORTH SHORE AT LAKE HART HOMEOWNERS
ASSOCIATION INC.

Federal ID # 59 - 373 5721

By: [Signature]

Name: DOUGLAS R. RUSSELL

Title: PRESIDENT

Date: 9/13/01

ATTEST: NORTH SHORE AT LAKE HART HOMEOWNERS ASSOCIATION INC.

By: [Signature]

Name: ROBERT L. SECRIST, III

Title: VICE PRESIDENT

By: _____

Name: _____

Title: _____

ORLANDO UTILITIES COMMISSION

By: [Signature]

Name: Robert C. Haven, P.E.

Title: General Manager/CEO

Date: 9-20-01

ATTEST: By: [Signature]

Name: Betty J. Perrow

Title: Assistant Secretary

Approved as to form and legality
OUC Legal Department

DATE: 9-19-01 By: [Signature]

EXHIBIT 1
LIGHTING FACILITIES COST

RATE PER MONTH:

The monthly charges consist of the items below. These charges may be adjusted subject to review and approval by the Florida Public Service Commission. The charges include:

| | |
|--------------------------------------------------------|------------------|
| Monthly Light Fixture O&M, Leasing and Energy Charge** | \$ 4897.44 |
| Monthly Fuel Charge** | <u>\$ 319.62</u> |
| Total Monthly Light Charge | \$ 4,217.06 |

| | |
|---------------------------|-------------|
| Monthly Pole Lease Charge | \$ 4,106.26 |
|---------------------------|-------------|

| | |
|----------------------------------------------|-------------|
| Other: Conduit, junction boxes, installation | \$ 3,502.41 |
|----------------------------------------------|-------------|

| | |
|-----------------------|-------------|
| Total Monthly Charges | \$12,825.73 |
|-----------------------|-------------|

** Fuel and Energy Charges are normally revised every twelve months

Additional Charges:

Tax charges will also apply and may be adjusted periodically.

The fees established in this Exhibit 1 may be adjusted annually to reflect changes in OUC rates. In any one year, the rates shall not change by more than three percent (3%) excluding fuel charges.

Lighting Service

The Lighting Service shall include the installation, operation and maintenance of all lighting facilities as described below including poles, wires, fixtures and associated parts contained herein.

Product description:

Installation as per attached lighting conduit layout and lighting location provided by OUC.

Installation of 358 Decorative I Concrete Poles 14ft Direct Bury Pole.

Installation of 358 Decorative II Single Head Acorn Fixtures with 100 watt High Pressure Sodium Lamps.

Installation of junction boxes and meter bases as specified by OUC. OUC will install conduit and wiring to all 358 locations as specified in attached lighting layouts. Layouts reflect Parcels 3,4,5,6,7,8,9 and Golf course parking area and main Blvd. OUC will also install conduit along the Main Blvd. Lighting locations may change slightly once transformer locations are determined.