

FINAL  
9/13/95

This instrument prepared by, and  
after recording, return to:

Vincent A. Marchetti  
Assistant County Attorney  
Post Office Box 1110  
Tampa, Florida 33601

**AMENDMENT TO INTERLOCAL AGREEMENT  
BETWEEN HILLSBOROUGH COUNTY, FLORIDA AND  
THE WEST COAST REGIONAL WATER SUPPLY AUTHORITY**

This Amendment to Interlocal Agreement (the "Agreement") is made and entered into this 18th day of September, 1995, by and between The West Coast Regional Water Supply Authority, a public body of the State of Florida (hereinafter referred to as the "Authority"), with an address of 2535 Landmark Drive, Suite 21, Clearwater, FL 34621; and Hillsborough County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County"), with an address of Post Office Box 1110, Tampa, Florida 33601.

**W I T N E S S E T H:**

**WHEREAS**, the Authority and the County entered into an Interlocal Agreement dated February 17, 1988 concerning the financing and acquisition of approximately 12,500 acres of land in Hillsborough County, Florida, known as the "Cone Ranch" (the "Interlocal Agreement"), which Interlocal Agreement was recorded in Official Records Book 5346, Page 1957 of the Public Records of Hillsborough County, Florida and Official Records Book 6700, Page 1134 of the Public Records of Pinellas County, Florida; and

**WHEREAS**, on August 10, 1995, the Hillsborough County Board of County Commissioners adopted Resolution No. 95-173 (hereinafter the "Resolution") approving a certain Agreement for Exchange of Property (the "Exchange Agreement") by and between CF Industries, Inc. ("CF") and the County whereby the County has agreed to convey to CF a certain tract of land legally described in Exhibit "A" attached hereto and made a part hereof by this reference (the "Release Parcel") in exchange for the conveyance by CF to the County of a certain tract of land as legally described in Exhibit "B" attached hereto and made a part hereof by this reference (the "Additional Land") in addition to other consideration; and

**WHEREAS**, the Release Parcel is subject to the terms and conditions of the Interlocal Agreement; and

**WHEREAS**, in order to implement the conveyance of the Release Parcel and the Additional Land by and between the County and CF pursuant to the Exchange Agreement, the Authority and the County desire to amend the Interlocal Agreement to release the Release

Parcel from the terms and conditions of the Interlocal Agreement and to extend and transfer the terms and conditions to the Additional Land.

**NOW, THEREFORE,** in consideration of the benefits to be derived from the exchange and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the Authority and the County hereby agree as follows:

1. The foregoing recitals are true and correct and are incorporated into the body of this Amendment by this reference.
2. The County and the Authority hereby release, exonerate and discharge the Release Parcel from the terms, conditions and operation of the Interlocal Agreement. Further, the Authority hereby releases, exonerates and discharges the Release Parcel from any and all such rights, easements, licenses and other interests as are reasonable and necessary for the construction and the operation of a public water supply wellfield pursuant to the Interlocal Agreement as reserved in that certain Warranty Deed dated March 31, 1988 from the Authority to the County which was recorded in Official Records Book 5371, Page 833 of the Public Records of Hillsborough County, Florida (the "Deed").
3. The County and the Authority hereby agree that the terms and conditions of the Interlocal Agreement are hereby extended and transferred to and shall hereinafter apply to the Additional Land. Further, in accordance with the terms and conditions of the Deed, the County hereby grants to the Authority any and all such rights, easements, licenses and other interests in the Additional Land as existed in the Release Parcel which are reasonable and necessary for the construction and operation of a public water supply wellfield pursuant to the Interlocal Agreement.
4. Except as modified and amended hereby, all terms, covenants, conditions and provisions of the Interlocal Agreement and the Deed shall remain unchanged and in full force and effect.
5. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
6. This Agreement shall be recorded with the Clerks of the Circuit Courts of Pinellas County and Hillsborough County pursuant to Section 163.01, Florida Statutes.

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

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first written above.

WITNESSES:

Carol S. Wolf, Employee  
CAROL S. WOLF  
Legibly Print or Type Name

Wendy Brenner  
Wendy Brenner  
Legibly Print or Type Name

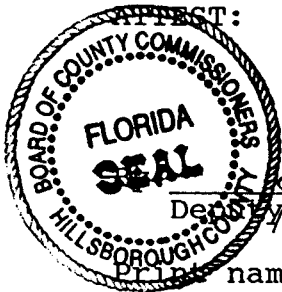
WEST COAST REGIONAL WATER SUPPLY AUTHORITY, a public body of the State of Florida

By: [Signature]  
Authorized signature

Name: Ann Hildebrand  
Legibly Print or Type Name  
Title: Chairperson

Approved as to form:

By: [Signature]  
General Counsel, WCRWSA



WITNESS: Richard Ake  
Clerk of Circuit Court

[Signature]  
Deputy Clerk  
Print name: GARY J. KRUNK

HILLSBOROUGH COUNTY, FLORIDA  
a Political Subdivision of the State of Florida

By: [Signature]  
Jim Norman, Chairman  
Board of County Commissioners

Approved by County Attorney:

[Signature]  
Approved as to form and legal sufficiency

BOARD OF COUNTY COMMISSIONERS  
HILLSBOROUGH COUNTY FLORIDA  
DOCUMENT No. 95-1781

STATE OF Florida  
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 18th day of September 1995, by Ann Hildebrand, as Chairman of West Coast Regional Water Supply Authority, a public body of the State of Florida on behalf of the Authority. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

My Commission Expires:

Krista R. Simon  
(Signature)

(AFFIX NOTARY SEAL)

Name: Krista R. Simon  
(Legibly Printed)

Notary Public  
State of Florida at Large

KRISTA R. SIMON  
COMMISSION # CC 450323  
EXPIRES NOV 21, 1999 any)  
BONDED THRU  
ATLANTIC BONDING CO., INC.



EXHIBIT "A"

The West 1/2 of Section 4, Township 27 South, Range 22 East.  
The West 1/2 of Section 9, Township 27 South, Range 22 East.  
All of Section 8, Township 27 South, Range 22 East, Hillsborough County, Florida

AND ALSO

All of the County's lands in Section 7, Township 27 South, Range 22 East, Hillsborough County, Florida, lying East of State Road 39, more particularly described as:

Tracts 1, 2, 3, 4, 10B, 11, 12 to 18 inclusive, 20, 21, 22, 23A, 26C, 27, 28, 30 to 38 inclusive, 39A, 43 to 53 inclusive, 60 to 64 inclusive AND that part of Tracts 54 and 59 lying East of Seaboard Coast Line Railroad Right of Way of CRYSTAL SPRINGS COLONY FARMS SUBDIVISION in Section 7, Township 27 South, Range 22 East, as per map or plat thereof recorded in Plat Book 9, on Page 12, in the Public Records of Hillsborough County, Florida. LESS that part of Sections 4, 7, 8, and 9 in Township 27 South, Range 22 East, Hillsborough County, Florida, which is subject to an option to purchase, being further described as follows: Beginning at the Northwest corner of the aforementioned Section 4, run South 89°58'33" East along on the North boundary of said Section 4, 200.0 feet; thence South 0°23'01" East parallel to the West boundary of said Section 4, 6388.53 feet; thence South 89°45'21" West, parallel to the North boundary of the aforementioned Section 8, 4467.01 feet; thence South 9°02'53" West, 79.96 feet; thence North 69°44'42" West, 116.88 feet; thence North 72°28'03" West, 343.43 feet; thence North 70°58'55" West, 582.93 feet; thence North 80°38'30" West, 201.01 feet; thence North 88°56'06" West, 199.55 feet; thence North 89°53'30" West, 339.50 feet; thence North 87°39'33" West, 438.04 feet; thence South 79°20'18" West, 92.04 feet; thence South 70°38'45" West, 717.08 feet; thence South 85°11'55" West, 200.54 feet; thence North 85°07'41" West, 321.84 feet; thence North 79°52'49" West, 821.33 feet; thence North 83°15'23" West, 540.72 feet; thence South 83°54'08" West, 405.67 feet; thence South 80°18'09" West, 220.74 feet; thence South 87°24'09" West, 20.16 feet to the Easterly Right of Way of CSX Transportation, Inc.; thence North 9°31'17" West along said Easterly Right of Way, 141.72 feet; thence South 89°54'16" East, 1747.45 feet; thence North 0°05'42" East, 653.55 feet to the North boundary of the aforementioned Section 7; thence South 89°24'51" East, along the North boundary of said Section 7; 2641.05 feet to the Northwest corner of said Section 8; thence North 89°45'21" East, along the North boundary of said Section 8, 5344.57 feet to the Southwest corner of said Section 4; thence North 0°23'01" West along the West boundary of said Section 4, 5429.11 feet to the Northwest corner of said Section 4 and the Point of Beginning.

Containing 1558 acres, more or less.

EXHIBIT "B"

Section 15, Township 27 South, Range 22 East and Section 22, Township 27 South, Range 22 East and Section 26, Township 27 South, Range 22 East. All lying and being in Hillsborough County, Florida. Containing 1938 acres, more or less.