



Interoffice Memorandum

December 3, 2018

TO: Mayor Jerry L. Demings
and Board of County Commissioners

FROM: Raymond E. Hanson, P. E., Director
Utilities Department

A handwritten signature in black ink, appearing to read "R. Hanson", is written over the "FROM:" line.

**SUBJECT: BCC Agenda Item – Consent Agenda
December 18, 2018 BCC Meeting
Utility Line Construction Reimbursement Agreement for the
Jaffers PD
Contact Person: Andres Salcedo, P. E.
Assistant Director, Utilities Department
407-254-9719**

The developer, Spring Grove, LLC, as part of their infrastructure improvements for Jaffers PD, will be constructing utilities through their development and extending off-site utilities along Avalon Road.

A 16-inch water main, 16-inch wastewater force main, and 16-inch and 20-inch reclaimed water mains would have been sufficient to meet the anticipated demands for the development. Based on Orange County Utilities' Master Plan, the County requires a 24-inch water main, 20-inch wastewater force main, and 24-inch reclaimed water main along this route to support the County's regional transmission needs.

To maximize efficiency and coordination, Orange County asked the developer to increase the water main diameter to 24-inch, increase the wastewater force main diameter to 20-inch, and increase the reclaimed water main diameter to 24-inch along their proposed construction route.

The construction costs of the utility improvements to be paid by Orange County under this agreement are limited to a total payment obligation amount of \$1,760,000.

The County Attorney's Office staff reviewed the agreement and finds it acceptable. Utilities Department staff recommends approval.

Action Requested: Approval and execution of Utility Line Construction Reimbursement Agreement for the Jaffers PD by and between Orange County and Spring Grove, LLC in the total payment obligation amount of \$1,760,000.

District 1.

**UTILITY LINE CONSTRUCTION REIMBURSEMENT AGREEMENT
FOR THE JAFFERS PD**

THIS UTILITY LINE CONSTRUCTION REIMBURSEMENT AGREEMENT FOR THE JAFFERS PD (the “Agreement”) is made and entered into as of the date of last execution below (the “Effective Date”) by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida (the “COUNTY”), whose address is 201 South Rosalind Avenue, Orlando, Florida 32801 and SPRING GROVE, LLC, a Delaware limited liability company (the “DEVELOPER”), whose address is 5956 Sherry Lane, Suite 1000, Dallas, Texas 75225. Hereinafter, the COUNTY and the DEVELOPER may be referred to individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, the DEVELOPER is the fee simple owner of certain real property located in unincorporated Orange County, as more particularly described in **Exhibit “A”** attached hereto and made a part hereof by this reference (the “Property”); and

WHEREAS, the DEVELOPER contemplates the development of a number of improvements for various uses within the Property (collectively the “Project”); and

WHEREAS, in order to proceed with the Project, or any part thereof, it will be necessary to obtain potable water, wastewater, and reclaimed water service to the Property; and

WHEREAS, the Project is located entirely within the COUNTY’s potable water, wastewater, and reclaimed water service territory and, therefore, the COUNTY is the appropriate potable water, wastewater, and reclaimed water service provider with jurisdiction over the Project; and

WHEREAS, the DEVELOPER, in order to deliver potable water, wastewater, and reclaimed water service to the Project, requires 5,210 linear feet of 16-inch ductile iron water main, and 150 linear feet of 20-inch HDPE water main; 3,553 linear feet of 16-inch PVC force main, and 540 linear feet of 20-inch HDPE force main; and 1,636 linear feet of 16-inch ductile iron reclaimed water main, 1,916 linear feet of 20-inch ductile iron reclaimed water main, and 545 linear feet of 24-inch HDPE reclaimed main (the “Utility Work”); and

WHEREAS, the COUNTY, in order to better serve areas within its potable water, wastewater, and reclaimed water service territory, requests that the DEVELOPER construct a 24-inch ductile iron water main, and a 30-inch HDPE water main; a 20-inch PVC force main, and a 24-inch HDPE force main; and a 24-inch ductile iron reclaimed water main, and a 30-inch HDPE reclaimed main along the same route as depicted in **Exhibit “B”** attached hereto and made a part hereof by this reference, with the 24-inch and 30-inch water main, 20-inch and 24-inch force

main, and 24-inch and 30-inch reclaimed water main hereinafter called the "Oversized Utility Work;" and

WHEREAS, the Parties desire to enter into this Agreement for the purpose of setting forth the terms and conditions under which (i) the DEVELOPER shall construct the Oversized Utility Work requested by the COUNTY, and (ii) the COUNTY shall reimburse the DEVELOPER for the cost differential between the Oversized Utility Work and the Utility Work, as more particularly set forth below; and

WHEREAS, the COUNTY finds the expenditure of funds in the achievement of the objectives of this Agreement to be in the public interest.

NOW, THEREFORE, in consideration of the premises hereof and the mutual covenants set forth herein, the Parties hereby agree as follows:

SECTION 1. RECITALS INCORPORATED.

All of the recitals set forth above are true and correct, and are incorporated herein and made a part hereof by this reference.

SECTION 2. PREPARATION OF CONSTRUCTION PLANS, BIDS, AND CONTRACT.

2.1 The DEVELOPER shall cause the preparation of a set of design plans for the Oversized Utility Work based on the preliminary design sketch as depicted in **Exhibit "B."** The design plans shall be subject to the COUNTY's reasonable review and approval in accordance with COUNTY biddable standards. The contract for the design plans shall provide that the COUNTY is a third-party beneficiary with regard to insurance against the design professional's errors and omissions. The review and approval under this Agreement by the COUNTY is in its proprietary capacity as a Party to this Agreement and is in addition to any governmental permitting functions the COUNTY may be otherwise obligated to perform. Upon final acceptance of the design plans, the COUNTY shall provide the DEVELOPER with written notification of such acceptance. Once approved by the COUNTY, the design plans shall be referred to as the "Construction Plans."

2.2 The DEVELOPER shall retain a professional engineering firm to assist the DEVELOPER in obtaining at least two (2) responsive bids from responsible bidders qualified to do utility construction for the Oversized Utility Work based on the Construction Plans. The DEVELOPER shall obtain itemized bids for the Utility Work and the Oversized Utility Work displaying the bid price for each item listed in **Exhibit "C"** attached hereto and made a part hereof by this reference (the "Standard Bid Form and Pay Items").

2.3 The DEVELOPER shall select the bid of the lowest responsible bidder and notify the COUNTY in writing of the bid selection by providing copies of the itemized bids for the Utility Work and the Oversized Utility Work.

2.4 The COUNTY shall have fifteen (15) business days following receipt of written notification from the DEVELOPER of the selected bid to review and notify the

DEVELOPER, in writing, of the COUNTY's acceptance of the selected bid, or if the bid is not accepted, the reasons for rejection of the selected bid. In the event the COUNTY does not accept the selected bid, the DEVELOPER shall have 120 days to address the rejection of the selected bid. In the event the Parties cannot agree on the selected bid within the 120-day period to cure, either the DEVELOPER or the COUNTY may terminate this Agreement upon notice of termination to the other Party, and neither Party shall be liable for or be entitled to bring any action against the other for damages.

2.5 The DEVELOPER shall ensure that the construction contract(s) provide(s) a maintenance guarantee pursuant to Section 7.2 of this Agreement for the work performed, which maintenance guarantee shall be in force and effect for a period of one (1) year from the date on which the COUNTY accepts ownership and maintenance responsibility for the Oversized Utility Work.

2.6 The DEVELOPER shall ensure that the construction contract(s) contain(s) a performance bond and a payment bond pursuant to Section 7 of this Agreement. Each bond shall be in the amount of the value of the construction contract. The performance bond shall ensure that the construction contractor fully, promptly, and faithfully performs the contract and all obligations thereunder. The payment bond shall ensure that the construction contractor shall promptly make payment to all persons supplying services, labor, material, or supplies used directly or indirectly by the contractor, or any subcontractor(s) in the prosecution of the work provided for in the contract.

SECTION 3. PERMITS.

The DEVELOPER shall apply for and obtain all necessary governmental permits and approvals for the Oversized Utility Work. The COUNTY agrees to cooperate and assist the DEVELOPER in its obtaining of all necessary permits related to the Oversized Utility Work. The DEVELOPER shall deliver to the COUNTY copies of all applicable permits at the time of final approval by the COUNTY, prior to commencement of construction.

SECTION 4. COMMENCEMENT OF WORK.

After the execution of this Agreement, issuance of all required permits and COUNTY approval of the Construction Plans and selected bidder, and the COUNTY's receipt of the required items as stated herein, the DEVELOPER will commence the Oversized Utility Work, based upon the Construction Plans and permits for the same.

SECTION 5. PAYMENT OF COSTS.

The DEVELOPER and the COUNTY agree to pay for the Oversized Utility Work as follows:

5.1 The DEVELOPER shall pay for the design, engineering, surveying, geotechnical engineering, environmental work, permitting, bidding, inspection, construction, construction administration, maintenance guarantee, final testing, certification costs and fees for the Oversized Utility Work. The COUNTY shall reimburse the DEVELOPER for the cost difference between the final, COUNTY approved cost actually incurred for the Oversized Utility Work and the selected bid amount for the Utility Work, with this cost difference being called the

“Oversizing Cost.” In no case shall the COUNTY’S reimbursement obligation to the DEVELOPER exceed an Oversizing Cost of One Million Seven Hundred Sixty Thousand and 00/100 Dollars (\$1,760,000.00).

5.2 If the Oversized Utility Work is satisfactorily performed, the COUNTY shall reimburse the DEVELOPER in one lump sum after all of the following events have occurred:

A. Receipt by the COUNTY of a written reimbursement request from the DEVELOPER. Request document must explicitly specify to whom the reimbursement check is made payable and the payee’s address;

B. Inspection, approval, and acceptance by the COUNTY of the completed Oversized Utility Work;

C. Receipt by the COUNTY of the maintenance guarantee and bill of sale as described in Section 7 of this Agreement;

D. Receipt by the COUNTY of copies of such contracts, final release of liens, itemized invoices and other documents evidencing the costs of and complete payment for the Oversized Utility Work, including any retainage; and

E. Receipt by the COUNTY of any utility easement(s) in favor of the COUNTY required for the Oversized Utility Work, whether or not the utility easements are depicted in the Construction Plans, including but not limited to future right-of-way easements, preliminary right-of-way easements, access and construction easements, temporary easements and utility easements.

5.3 In the event the COUNTY raises any objections to any fee or cost set forth in the reimbursement request or supporting documentation, the disputed amount will be withheld from payment and the undisputed amount shall be paid in accordance with this Section 5.

SECTION 6. DISPUTES.

All claims, disputes and other matters in question between the Parties arising out of, or relating to, this Agreement or its performance or breach (a “Dispute”) shall be resolved in the following order: (a) good-faith negotiation, (b) mediation, and then (c) judicial resolution. The process of “good-faith negotiation” requires each Party to set out in writing to the other its reason(s) for adopting a specific conclusion or for selecting a particular course of action, together with the sequence of subordinate facts leading to the conclusion or course of action. The good-faith negotiations shall include at least one meeting of representatives of the Parties. The Party-representative shall have authority to resolve the Dispute.

SECTION 7. **PERFORMANCE AND PAYMENT BONDS; MAINTENANCE GUARANTEE; AND BILL OF SALE.**

7.1 Prior to commencing the construction, the DEVELOPER or its general contractor shall obtain and deliver to the COUNTY a payment bond and a performance bond, as referenced in Section 2.6 of this Agreement, reasonably acceptable to the COUNTY, pursuant to Section 255.05, Florida Statutes, as it may be amended. The payment and performance bonds shall name the COUNTY as Dual-Obligee and be assignable to the COUNTY following acceptance of the Oversized Utility Work by the COUNTY. The surety company issuing the payment bond and the performance bond shall meet the following qualifications:

- Surety must be licensed to do business in the State of Florida, maintain an A-VI or better rating with A.M. Best or an equivalent rating agency and shall comply with the provisions of Section 255.05, Florida Statutes.
- Surety must be listed on the most recent version of the U.S. Department of Treasury Fiscal Service, Bureau of Financial Management, Circular 570 entitled: "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies."
- All bonds/surety instruments shall be originals and issued by a producing agent with the authority to issue said bonds/surety instruments on behalf of the surety company. Attorneys-in-fact who sign bonds/surety instruments must attach with each bond/surety instrument a certified and effectively dated copy of their power of attorney. Agents of surety companies must list their name, address, and telephone number on all bonds/surety instruments.

7.2 The DEVELOPER shall provide a maintenance guarantee in the form of an irrevocable letter of credit, cash escrow, or maintenance bond in favor of the COUNTY in an amount equal to ten (10%) percent of the Costs of the Oversized Utility Work. The purpose of the maintenance guarantee is to guarantee the materials, workmanship, structural integrity, functioning, and maintenance of the Oversized Utility Work. The surety company issuing the maintenance bond shall meet the qualifications set forth in Section 7.1 of this Agreement. If the maintenance guarantee is provided in the form of an irrevocable letter of credit, the letter of credit must be drawn on a financial institution having an office for the letter of credit presentation in either Orange, Seminole, or Osceola counties, and the financial institution shall be on the State of Florida approved "qualified public depositories" list for local governments, as identified in Chapter 280, Florida Statutes. The maintenance guarantee shall be in a form acceptable to the COUNTY.

7.3 Prior to the COUNTY's issuance of the certificate of completion for the Oversized Utility Work, the DEVELOPER shall deliver to the COUNTY a bill of sale in favor of the COUNTY, and a maintenance guarantee provided herein for the Oversized Utility Work, at which time the COUNTY shall be deemed to have accepted the dedication of and ownership and operational responsibility for the Oversized Utility Work.

SECTION 8. INDEMNIFICATION.

For value received, which is hereby acknowledged, the DEVELOPER agrees, on behalf of itself, its agents, contractors, successors and assigns, that it shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless the COUNTY, its officials, agents, and employees from and against any and all liabilities, claims, damages, losses, costs and expenses (including attorneys' fees) arising out of or resulting from the performance of the construction activities, provided that any such liability, claim, damage, loss, cost or expense:

- Is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the construction activities themselves) including the loss of use resulting therefrom, and
- Is caused in whole or part by an act or omission relating to the Oversized Utility Work by the DEVELOPER, its agents or employees, or any contractor employed by the DEVELOPER, or anyone directly or indirectly employed by the DEVELOPER or its contractor(s), their subcontractors, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the negligence of the COUNTY.

SECTION 9. INSURANCE.

Prior to commencing any portion of the Oversized Utility Work and throughout the course of construction of the Oversized Utility Work, the DEVELOPER or its agents and contractors, shall procure and maintain insurance limits and terms as follows:

(i) Workers' compensation insurance with statutory workers' compensation limits and no less than One Million and 00/100 Dollars (\$1,000,000.00) for Employer's Liability with a waiver of subrogation in favor of the COUNTY, its consultants, agents, employees and officials.

(ii) Commercial general liability insurance for all operations including, but not limited to contractual, products and completed operations and personal injury with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and an aggregate limit of at least twice the per occurrence limit.

(iii) Business automobile liability insurance for all owned, hired, or non-owned vehicles with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence.

(iv) Professional Liability (errors and omissions) for engineering design in amounts not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence.

The DEVELOPER shall be responsible for ensuring that each of its contractors and subcontractors of every tier procure and maintain the insurance specified above and shall furnish to the COUNTY evidence of such insurance including endorsements prior to commencement of construction. The COUNTY shall be specifically named (scheduled) as an additional insured on all policies except for workers' compensation coverage.

All coverage shall be primary and not contributory with any insurance or self-insurance maintained by the COUNTY. The DEVELOPER shall provide the COUNTY notice of any material change, cancellation, non-renewal of any policy required herein at least thirty (30) days prior to the occurrence thereof.

SECTION 10. EXCUSE FROM PERFORMANCE BY GOVERNMENTAL ACTS.

If for any reason during the term of this Agreement, local, regional or state governments or agencies (other than the COUNTY) shall fail to issue necessary permits or fail to grant necessary approvals for the Oversized Utility Work, after the DEVELOPER has complied with all conditions precedent to receipt of such permits, to the extent that the requirements necessary to obtain such permits or approvals shall affect the ability of the DEVELOPER or the COUNTY to perform any of the terms thereof, this Agreement shall be renegotiated by the Parties hereto to the extent reasonably feasible to cause the Oversized Utility Work to comply with said requirements.

SECTION 11. TERM; LIMITATION OF LIABILITY.

11.1 The term of this Agreement shall be five (5) years from the Effective Date. In the event the DEVELOPER has not, by the second anniversary of the Effective Date of this Agreement, let a contract for the construction of the Oversized Utility Work reasonably acceptable to the COUNTY, the COUNTY may terminate this Agreement upon thirty (30) days' notice to the DEVELOPER.

11.2 The COUNTY and DEVELOPER expressly agree that the consideration, in part, for each of them entering into this Agreement is the willingness of the other to limit the remedies as provided herein. Except as otherwise provided herein, in redress for the failure of either Party to perform its obligations under this Agreement, the Parties shall have only the following remedies available against each other:

- (i) action for specific performance; or
- (ii) action for injunction; or
- (iii) action for declaratory judgment regarding the rights and obligations of the DEVELOPER or the COUNTY; or
- (iv) any combination of the foregoing.

Both Parties hereto expressly waive their respective rights to sue for damages of any type for breach of or default under this Agreement by the other. Both Parties expressly agree that each shall bear the cost of its own attorney's fees for any action arising out of or in connection with this Agreement. Both Parties waive their respective rights to trial by jury.

SECTION 12. COMPLIANCE WITH LAWS AND REGULATIONS.

In performing pursuant to the Agreement, each Party hereto will abide by the respective statutes, ordinances, rules and regulations pertaining to, or regulating, the acts of such Party.

SECTION 13. **NOTICE.**

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 official hereinafter designated, or (ii) three (3) days after the date on which deposited in the United States mail, postage prepaid, certified mail return receipt requested, and addressed to a Party at the address set forth opposite the Party's name below, or such other address as the Party shall have specified by written notice to the other Party delivered in accordance herewith.

If to the COUNTY: Orange County Utilities Department
9150 Curry Ford Road
Orlando, Florida 32825-7600
Attn: Director

With copy to: Orange County Administrator's Office
Orange County Administration Building
201 S. Rosalind Avenue, 5th Floor
Orlando, Florida 32801-3527
Attn: County Administrator

If to the DEVELOPER: Spring Grove, LLC
5956 Sherry Lane, Suite 1000
Dallas, Texas 75225-8021
Attention: Daniel Traylor

With copy to: James H. McNeil, Jr.
Akerman LLP
420 South Orange Avenue, Suite 1200
Orlando, Florida 32801-4904

SECTION 14. **ENTIRE AGREEMENT.**

This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the Parties to be bound thereby.

SECTION 15. **TIME IS OF THE ESSENCE.**

Time is hereby declared of the essence as to the lawful performance of all duties and obligations set forth in this Agreement.

SECTION 16. **NON-WAIVER.**

No consent or waiver, expressed or implied, by either Party, to or of any breach or default of the other Party, with regard to the performance by said other Party of its obligations under this Agreement shall be deemed or construed to constitute consent or waiver, to or of, any other

breach or default in the performance of that Party, of the same or of any other objection of performance incumbent upon that Party. Failure on the part of either Party to complain of any act or failure to act on the part of the other Party in default, irrespective of how long the failure continues, shall not constitute a waiver by that Party of its rights and any remedies that exist under this Agreement, at law, or in equity.

SECTION 17. **CONSTRUCTION OF AGREEMENT.**

This Agreement shall not be construed against either Party on the basis of it being the drafter of the Agreement. The Parties agree that both herein played an equal part in negotiating the terms and conditions of this Agreement. Captions and section headings in this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify, or aid in the interpretation, construction, or meaning of this Agreement.

SECTION 18. **REASONABLE APPROVAL.**

In those instances in this Agreement in which a Party's approval, consent or satisfaction is required and a time period is not specified, then it shall be implied that such action shall be exercised in a reasonable manner and within a reasonable time frame.

SECTION 19. **PUBLIC RECORDS.**

The DEVELOPER will allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, Florida Statutes, and which have been made or received by the DEVELOPER in conjunction with this Agreement. Nothing herein contained shall require the DEVELOPER to allow public access to any financial information not pertaining specifically to the Construction Plans, or to any proprietary information.

SECTION 20. **RECORDS AND AUDITS.**

The DEVELOPER will maintain in its place of business all books, documents, papers and other evidence pertaining in any way to payments made pursuant to this Agreement. Such records shall be available at the DEVELOPER's place of business at all reasonable times during the term of this Agreement and for four (4) years from the date of final payment under this Agreement for audit or inspection by the COUNTY upon five (5) business days' prior written notice.

SECTION 21. **EQUAL OPPORTUNITY EMPLOYMENT.**

The DEVELOPER agrees that it will not discriminate and will provide in all contracts that its contractors will not discriminate against any employee or applicant for employment under this Agreement because of race, color, religion, sex, age, or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, or national origin.

SECTION 22. **SEVERABILITY.**

If any part of this Agreement is found invalid or unenforceable by any court, such validity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of

the Parties contained therein are not materially prejudiced and if the intentions of the Parties can continue to be effectuated. To that end, this Agreement is declared severable.

SECTION 23. ASSIGNMENT.

The rights and obligations of the DEVELOPER hereunder are not covenants running with the land and shall only be binding upon and exercisable by the DEVELOPER (and not any successor in title to any portion of the Property), unless this Agreement is expressly assigned by the DEVELOPER as provided in this Section 23. This Agreement or any of the rights, obligations and responsibilities hereunder, shall be in no part assignable by the DEVELOPER without the consent or approval of such assignment by the COUNTY, provided that the COUNTY's approval will not be unreasonably withheld so long as the successor to the DEVELOPER is of equal or better economic status and is capable of fulfilling all obligations of the DEVELOPER, including but not limited to, the ability to service and maintain the insurance and indemnification obligations of the DEVELOPER. Only upon the written acceptance by the COUNTY of the successor owner, will the DEVELOPER be released from any obligations and responsibilities arising under or attributable to the Agreement and only where the COUNTY has received notice of and accepted work performed by the said successor owner. The COUNTY acknowledges that the DEVELOPER intends to assign its rights, obligations and responsibilities under this Agreement to M/I Homes of Orlando, LLC ("M/I Homes"). Notwithstanding the foregoing, if the assignment occurs on or before the 180th day after the Effective Date, then the COUNTY consents to the assignment, and no further action is required of the County, on the condition that (i) M/I Homes assumes the rights, obligations and responsibilities of the DEVELOPER, and (ii) a copy of such assignment and assumption is delivered to the COUNTY within thirty (30) days of its recording in the public records. If the assignment to M/I Homes occurs after 180 days from the Effective Date, then the presumption of the County's consent is not valid and the DEVELOPER must seek approval of the assignment to M/I Homes by the County in advance of the effective date of the assignment in accordance with the terms of this Section 23.

SECTION 24. DISCLAIMER OF THIRD PARTY BENEFICIARIES.

No right or cause of action shall accrue upon or by reason of this Agreement, to or for the benefit of any third party not a formal party hereto. The Parties agree that this section shall not be applied to provisions of this Agreement to situations where the Parties have authorized one Party to be a third party beneficiary to the construction, design, or other agreement authorized herein or any assignee under this Agreement.

SECTION 25. GOVERNING LAW AND VENUE.

This Agreement shall be governed by and construed in accordance with laws of the State of Florida, without giving effect to any choice of law rules thereof which may direct the application of laws of another jurisdiction. The venue for any mediation or judicial proceedings shall be Orange County, Florida.

SECTION 26. LAND USE AND OTHER REGULATORY APPROVALS.

This Agreement shall not be construed as granting or assuring or indicating any further grant of any land use, zoning, subdivision, density or development approvals, permissions or rights with

respect to the Project. Nor shall this Agreement be deemed to reduce, eliminate, derogate from, or otherwise adversely affect any such approvals, permissions, or rights.

SECTION 27. **NON-APPROPRIATION.**

In accordance with the Florida Constitution and other applicable state and local laws, including but not limited to Section 129.07, Florida Statutes, the obligations of the COUNTY in this Agreement are subject to sufficient budgeted COUNTY funds being available in each COUNTY budget year to achieve the purposes of this Agreement.

SECTION 28. **NO PARTNERSHIP OR JOINT VENTURE.**

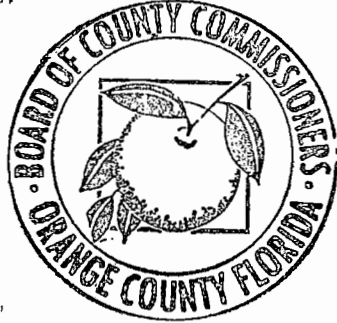
Nothing in this Agreement is intended to create a partnership or joint venture between the Parties and neither Party shall be construed to be the partner or joint venturer of the other Party for any purpose.

SECTION 29. **FURTHER DOCUMENTATION.**

The Parties agree that from time to time and following a request therefore by a Party, each Party shall properly execute and deliver to the other Party such other documents and instruments reasonably necessary to effectuate the obligations of each Party hereunder.

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IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed as of the dates indicated below.



ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Jerry L. Demings*
Jerry L. Demings
County Mayor

Date: 12.18.18

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: *Katie Smith*
Deputy Clerk

Print: Katie Smith

Witnesses:

SPRING GROVE, LLC,
a Delaware limited liability company

By: CH II SPRING GROVE, LLC,
a Delaware limited liability company,
its Manager

Rosa Pacheco
Print Name: ROS A PACHECO

[Signature]
Print Name: SHARIE DUNN

By: [Signature]
Daniel A. Traylor, Manager
(Seal)

STATE OF TEXAS

COUNTY OF DALLAS

The foregoing instrument was acknowledged before me this 26 day of NOVEMBER, 2018, by Daniel A. Traylor, as Manager of CH II SPRING GROVE, LLC, a Delaware limited liability company, as the Manager of SPRING GROVE, LLC, a Delaware limited liability company, on behalf of such company, who [] is personally known to me or [] has produced _____ as identification.

(Notary Stamp)



[Signature]
Signature of Notary Public
Print Name: Mirna Turner
Notary Public, State of Texas
Commission Expires: _____

EXHIBIT "A"

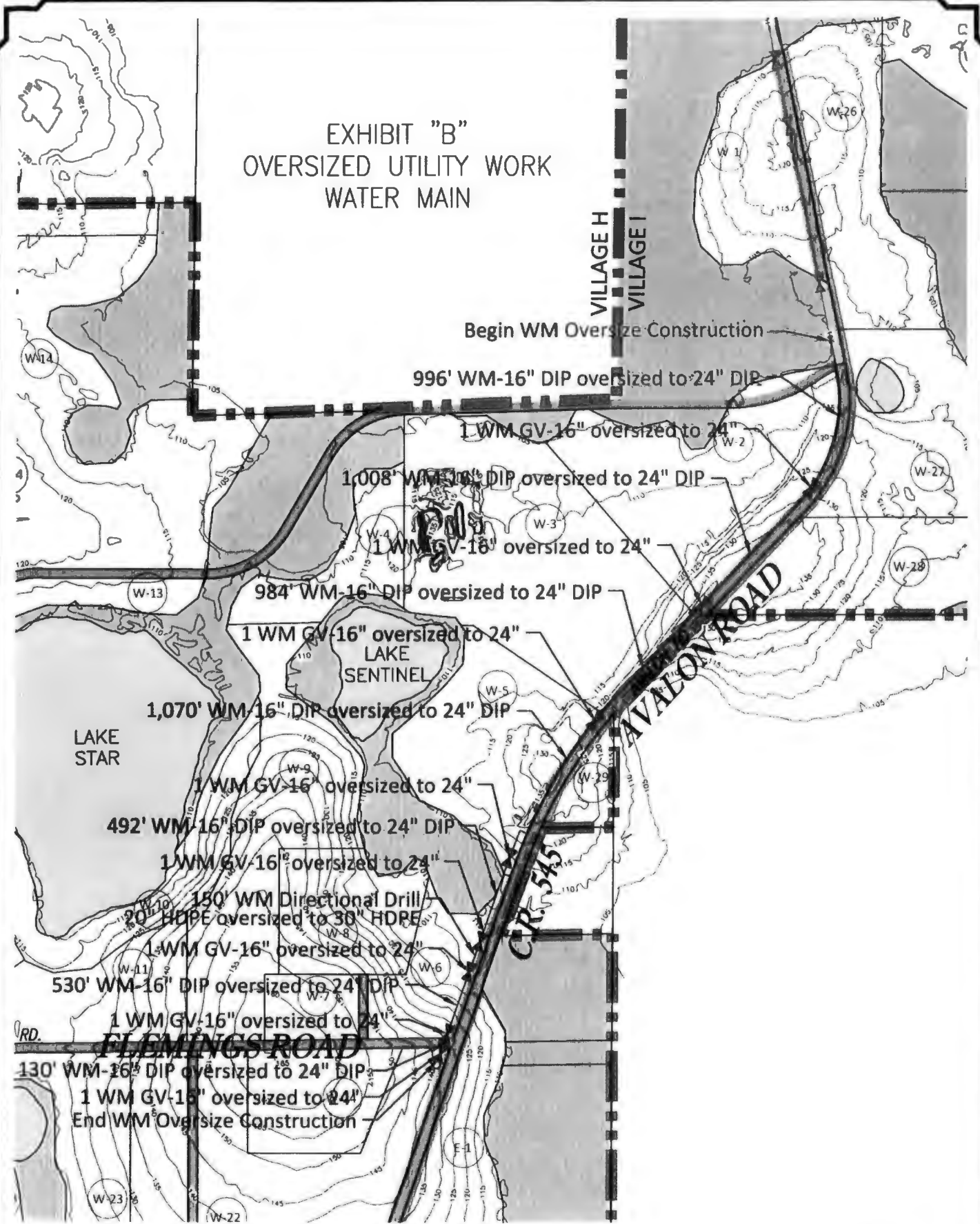
Property Legal Description

A portion of Sections 19 and 30, Township 24 South, Range 27 East, Orange County, Florida, described as follows:

BEGIN at the southwest corner of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 19; **thence run N 00°13'04" E**, along the west line of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 19, a distance of 1,324.86 feet to a point on the north line of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 19; **thence run N 89°00'27" E**, along said north line, a distance of 1,471.85 feet to a point on the east line of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 19; **thence run S 00°05'11" W**, along said east line, a distance of 526.06 feet; **thence, departing said east line, run S 89°54'49" E**, a distance of 265.00 feet; **thence run S 00°59'29" E**, distance of 795.11 feet to a point on the south line of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 19; **thence run S 89°03'23" W**, along said south line, a distance of 280.00 feet to a point on the east line of the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of said Section 30; **thence run S 00°46'47" W**, along said east line, a distance of 2,646.57 feet to a point on the south line of the Northwest $\frac{1}{4}$ of said Section 30; **thence run S 89°23'07" W**, along said south line, a distance of 1,446.22 feet to a point on the west line of the Northwest $\frac{1}{4}$ of said Section 30; **thence run N 00°09'46" E**, along said west line, a distance of 2,637.56 feet to the **POINT OF BEGINNING**.

Containing 138.38 acres, more or less.

EXHIBIT "B"
OVERSIZED UTILITY WORK
WATER MAIN



Oversized Water Main

Offsite Improvements (A Portion of Parcel W-16)

August 17, 2018
P & B Job No. 16-016

2602 E. Livingston St.
Orlando, Florida 32825-407-487-2594

POULOS & BENNETT

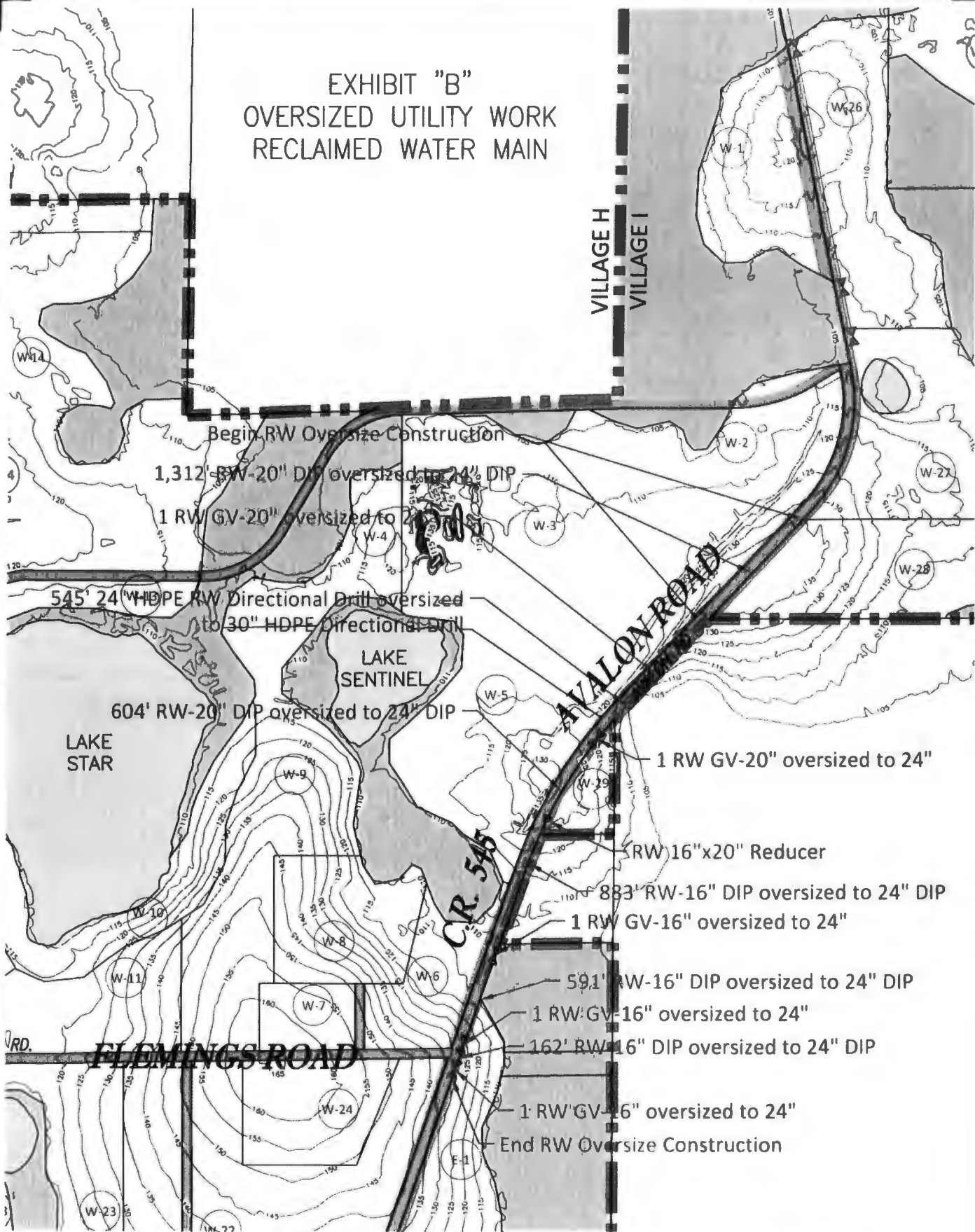
www.poulosandbennett.com
Certificate of Authorization No. 28567



SCALE IN FEET

Exhibit B-1 of 3

EXHIBIT "B"
 OVERSIZED UTILITY WORK
 RECLAIMED WATER MAIN



Oversized Reclaimed Water Main
Offsite Improvements (A Portion of Parcel W-16)



August 17, 2018
 P & B Job No: 16-016

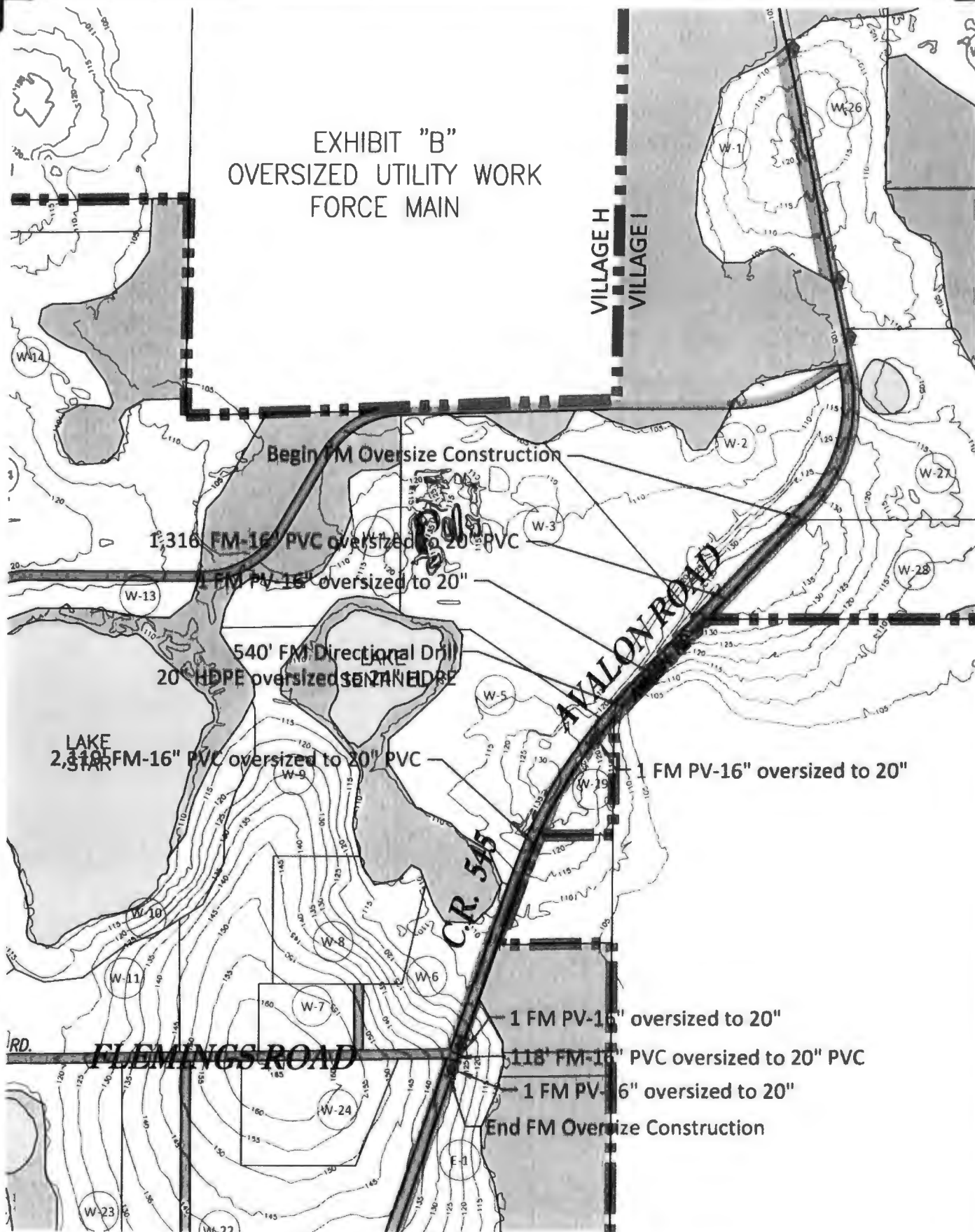
2602 E. Livingston St.
 Orlando, Florida 32803-4074/3594

POULOS & BENNETT

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EXHIBIT B-2 OF 3 - VILLAGE I PARCELS 18 & 17 (LAKESIDE & FLEMINGS) RECLAIMED WATER MAIN CONCEPT

EXHIBIT "B"
OVERSIZED UTILITY WORK
FORCE MAIN



Oversized Force Main

Offsite Improvements (A Portion of Parcel W-16)

August 17, 2018
P & B Job No. 16-016

2602 E. Livingston St.
Orlando, Florida 32803-407-467-2594

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SCALE IN FEET
Exhibit B- 3 of 3

EXHIBIT "C 1 of 1"

VILLAGE I OFFSITE IMPROVEMENTS (A PORTION OF PARCEL W-16)

OVERSIZE AGREEMENT

STANDARD BID FORM AND PAY ITEMS - WATER, RECLAIMED WATER AND FORCE MAIN

"Oversized Utility Work" and "Developer Sized Utility Work"				
Description	Quantity	Unit	Unit Price	Total
Oversized Utility Work				
Maintenance Guarantee		LS		
P&P Bond		LS		
30" HDPE WM Directional Drill		LF		
24" DIP WM		LF		
24" WM Gate Valve		EA		
WM Pipe Fittings and Restraints		LS		
WM Testing and Chlorination		LF		
30" HDPE RW Directional Drill		LF		
24" DIP RW		LF		
24" RW Gate Valve		EA		
RW Pipe Fittings and Restraints		LS		
RW Testing		LF		
24" HDPE FM Directional Drill		LF		
20" PVC FM		LF		
20" FM Plug Valve		EA		
FM Pipe Fittings and Restraints		LS		
FM Testing		LF		
Oversized Utility Work Total				
Developer Sized Utility Work				
Maintenance Guarantee		LS		
20" HDPE WM Directional Drill		LF		
16" DIP WM		LF		
16" WM Gate Valve		EA		
WM Pipe Fittings and Restraints		LS		
WM Testing and Chlorination		LF		
24" HDPE RW Directional Drill		LF		
20" DIP RW		LF		
16" DIP RW		LF		
20" RW Gate Valve		EA		
16" RW Gate Valve		EA		
RW Pipe Fittings and Restraints		LS		
RW Testing		LF		
20" HDPE FM Directional Drill		LF		
16" PVC FM		LF		
16" FM Plug Valve		EA		
FM Pipe Fittings and Restraints		LS		
FM Testing		LF		
Developer Sized Utility Work Total				
Oversized Utility Work Total Developer Sized Utility Work Total "Oversizing Cost"				

Note: The potable water main, force main and reclaimed water main's installation prices per inear foot include all installation costs, backfill and compatction and restoration.