

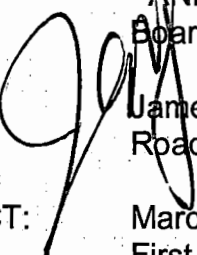


Interoffice Memorandum

AGENDA ITEM

February 26, 2018

TO: Mayor Teresa Jacobs  
-AND-  
Board of County Commissioners

FROM:  James E. Harrison, Esq., P.E., Chairman  
Roadway Agreement Committee

SUBJECT: March 20, 2018 – Consent Item  
First Amendment to Transportation Impact Fee Credit Agreement for  
Tupperware Heights PD

The Roadway Agreement Committee has reviewed a First Amendment to Transportation Impact Fee Credit Agreement ("First Amendment") for Tupperware Heights PD by and between Deerfield Land Corporation and Orange County to amend the terms of the Transportation Impact Fee Credit Agreement approved by the Board of County Commissioners on March 7, 2017 and recorded at Document #20170129428. The First Amendment provides for the adjustment of the completion date for the Roadway Conceptual Analysis from March 1, 2018 to September 1, 2018.

The Roadway Agreement Committee approved the First Amendment on February 7, 2018. The Specific Project Expenditure Report and Relationship Disclosure Forms are on file with the Transportation Planning Division.

**ACTION REQUESTED: Approval and execution of First Amendment to Transportation Impact Fee Credit Agreement Roadway Conceptual Analysis Tupperware Heights PD Orange Avenue by and between Deerfield Land Corporation and Orange County to amend the terms of the Transportation Impact Fee Credit Agreement approved on March 7, 2017, to extend the date for the completion of the Roadway Conceptual Analysis. District 4**

JEH/HEGB:am

Attachment

BCC Mtg. Date: March 20, 2018

Prepared by and after recording return to:

Thomas M. Roehlk  
14901 S. Orange Blossom Trail  
Orlando, FL 32837

Tax Parcel I.D. No.: 34-24-29-0000-00-004 and 35-24-29-0000-00-002

**FIRST AMENDMENT TO  
TRANSPORTATION IMPACT FEE CREDIT  
AGREEMENT**

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**ROADWAY CONCEPTUAL ANALYSIS  
TUPPERWARE HEIGHTS PD**

**ORANGE AVENUE**

This First Amendment (the "First Amendment"), effective as of the latest date of execution ("Effective Date"), is made and entered into by and between Deerfield Land Corporation ("Owner"), a Delaware corporation, whose mailing address is 14901 S. Orange Blossom Trail, Orlando, Florida 32837, and Orange County, a charter county and political subdivision of the state of Florida ("County"), whose mailing address is c/o Orange County Administrator, Post Office Box 1393, Orlando, Florida 32802-1393.

**WITNESSETH:**

WHEREAS, Owner and County entered into that certain Transportation Impact Fee Credit Agreement approved by the Orange County Board of County Commissioners ("BCC") on March 7, 2017 and recorded as DOC# 20170129428, in the Public Records of Orange County, Florida (the "Agreement"); and

WHEREAS, Owner is the owner of fee simple title to certain real property, as shown in the Agreement; and

WHEREAS, County and Owner desire to amend certain terms and provisions of the Agreement as set forth below; and

WHEREAS, in all other respects, the original terms of the Agreement shall remain unchanged and in full force and effect.

NOW, THEREFORE, for and in consideration of the above premises, the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and County (the “Parties”) agree as follows:

**Section 1. Recitals.** The above recitals are true and correct and are incorporated herein by this reference.

**Section 2. Amendment of Completion Date.** Section 2(a) of the Agreement is hereby amended to reference a date of September 1, 2018, rather than March 1, 2018.

**Section 3. Notice.** Any notice delivered with respect to this First Amendment or the Agreement shall be in writing and shall be deemed to be delivered (whether or not actually received) (i) when hand delivered to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address set forth opposite the party’s name below, or to such other address or to such other person as the party shall have specified by written notice to the other party delivered in accordance herewith.

As to Owner:           Deerfield Land Corporation  
                              14901 S. Orange Blossom Trail  
                              Orlando, FL 32837  
                              Attention: General Counsel

As to County:           Orange County Administrator  
                              P.O. Box 1393  
                              201 S. Rosalind Ave  
                              Orlando, FL 32802-1393

With a copy to:        Orange County Community, Environmental,  
                              and Development Services Department  
                              Manager, Transportation Planning Division  
                              Orange County Public Works Complex  
                              4200 S. John Young Parkway  
                              Orlando, Florida 32839-9205

***Section 4. Covenants Running with the Land.*** This First Amendment shall run with the Property and shall be binding upon and shall inure to the benefit and burden of the parties and of the heirs, legal representatives, successors, and assigns of the parties and to any person, firm, corporation, or other entity that may become the successor in interest to the Property. Notwithstanding the foregoing, however, the authority under Section 3 of the Agreement to instruct County to make deductions from Owners's road impact fee account shall remain with Owner unless expressly assigned in writing to another by Owner.

***Section 5. Recordation of First Amendment.*** An executed original of this First Amendment shall be recorded, at Owner's expense, in the Public Records of Orange County, Florida within thirty (30) days of the Effective Date.

***Section 6. Applicable Law.*** This First Amendment and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

**Section 7. Time is of the Essence.** Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this First Amendment and in the Agreement.

**Section 8. Further Documentation.** The parties agree that at any time following a request therefor by the other party, each shall execute and deliver to the other party such further documents and instruments reasonably necessary to confirm and/or effectuate the obligations of either party hereunder and the consummation of the transactions contemplated hereby.

**Section 9. Limitation of Remedies.** County and Owner expressly agree that the consideration, in part, for each of them entering into this First Amendment is the willingness of the other to limit the remedies for all actions arising out of or in connection with this First Amendment. Accordingly, the remedies available to each party shall be as stated in the Agreement.

**Section 10. Amendments.** No amendment, modification, or other change to this First Amendment or the Agreement shall be binding upon the parties unless in writing and executed by all the parties hereto.

**Section 11. Counterparts.** This First Amendment may be executed in up to three (3) counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be duly executed by their respective duly authorized representatives on the dates set forth below.



ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

By: *Teresa Jacobs*

*TJ*  
Teresa Jacobs,  
Orange County Mayor

Date: 3.20.18

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

By: *Noelia Perez*  
Deputy Clerk

Printed name: Noelia Perez

DEERFIELD LAND CORPORATION, a Delaware corporation

By: 

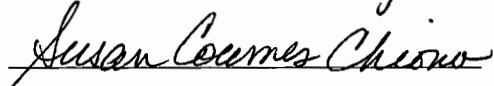
Thomas M. Roehlk  
Vice President & Secretary

Date: 2/16/18

WITNESSES:



Print Name: Nercida Delgado

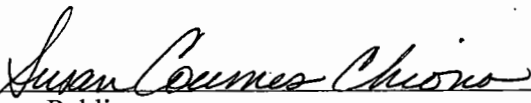


Print Name: Susan Coumes Chiono

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by Thomas M Roehlk, as Vice President & Secretary of Deerfield Land Corporation, a Delaware Corporation, who is known by me to be the person described herein and who executed the foregoing, this 16th day of February, 2018. S/he is personally known to me or has produced as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of February, 2018.

  
Notary Public

Print Name: Susan Coumes Chiono

My Commission Expires: April 19, 2019

