

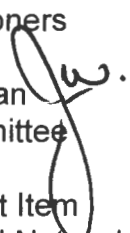


Interoffice Memorandum

AGENDA ITEM

January 13, 2020

TO: Mayor Jerry L. Demings
–AND–
Board of County Commissioners

FROM: Jon V. Weiss, P.E., Chairman 
Roadway Agreement Committee

SUBJECT: January 28, 2020 – Consent Item
Village I Horizon West Road Network Agreement
C.R. 545, a/k/a Avalon Road and Flemings Road

On November 13, 2018, the Board accepted the Village I Term Sheet ("Term Sheet") for the proposed road network associated with the transportation needs for Horizon West Village I. The Term Sheet generally addressed the road construction obligations for C.R. 545 (Avalon Road) and Flemings Road by property owners in Village I, along with required project phases including preliminary engineering, final design, permitting, and right of way conveyances. The Term Sheet also included a key provision linking development in Village I to the completion of improvements through a series of performance thresholds. The Board's acceptance of the Term Sheet provided a framework for staff's review of a future road network agreement by the Roadway Agreement Committee (RAC).

RAC has reviewed the Village I Horizon West Road Network Agreement (C.R. 545, a/k/a Avalon Road, and Flemings Road) ("Agreement") by and between Orange County, Florida; Shutts & Bowen LLP; Spring Grove, LLC; BB Groves, LLC; Withers, LLC; Columnar Partnership Holding I, LLC; KRPC Hartzog, LLC; SP Commercial Investors, LLC; Thomas J. Karr, Jr. and Tami G. Karr; Donald R. Allen, Jr. and Patricia A. Allen; Titan-Liberty Lake Underhill Joint Venture; Village I 545, LLC; Spring Grove Properties, LLC; Lake Dennis, LLC; M/I Homes of Orlando, LLC; KHOV Winding Bay II, LLC which provides for the dedication of right-of-way, completion of design, engineering, permitting, mitigation and construction of four-laning of C.R. 545 (Avalon Road) from Schofield Road to Hartzog Road and four-laning of Flemings Road from Avalon Road west to the County line. Development plats and vertical permits within Village I are tied to the availability of Trips, which are awarded based on the Owner's satisfaction of performance thresholds of the road improvements, including the funding and completion of engineering studies, right of way conveyances, and the initiation of construction of

various road segments. The scope of study phases, including the Preliminary Design Study (PDS) and Design, Engineering and Permitting have been developed and are exhibits to the agreement. Conveyance of required rights-of-way shall be by general warranty deed (either in fee simple for road right-of-way or perpetual easement for shared-use stormwater ponds), upon completion and approval by County of the design, engineering and permitting for any segments of Improvements. The agreement also addresses project issues such as stormwater management areas and the role of the Village Escrow Agent to streamline record keeping and coordination with the Owners. The Owners will generally receive 100% Road Impact Fee Credits for approved, eligible costs incurred, including right-of-way conveyances, with initial limitations to utilize the credits in Horizon West Village I.

Consistent with the Term Sheet, the Agreement provides for the County's cash payment at fair market value to the Owner's for right-of-way in excess of the original 70-foot adequate public facilities right-of-way anticipated for Flemings Road. An appraisal was completed and approved by the Real Estate Management Division to determine the fair market value for the cash reimbursement, established in the Agreement at \$181,291 per acre. The Agreement also provides for a County cash reimbursement for certain road segments, including the northern segment of Avalon Road and a portion of costs for Flemings Road.

The Agreement provides for the private delivery of infrastructure in excess of \$31,000,000 as identified on Exhibit A-3 of the Agreement. This commitment by the Owners provides a value to the County that fully offsets their transportation mitigation obligations pursuant to our transportation concurrency ordinance and key Comprehensive Plan policies.

There are several key differences between the Term Sheet and Agreement as noted below:

- The performance thresholds (Table 4 of the Term Sheet and Table 2 of the Agreement) have been modified to provide for increased trips related to the early performance thresholds and updated requirements for each threshold. These changes have been made to reflect the time taken to finalize the Agreement and the number of owners within the Village ready to initiate development and fund required improvement costs.
- The Term Sheet provided for the initial construction of Flemings Road as the first two lanes of a future four-lane collector road. The Agreement provides for the initial construction of Flemings Road as a four-lane collector facility consistent with the County's Long Range Transportation Plan. This additional cost of \$4.6M will be budgeted in a future fiscal year when needed, but will improve network connectivity in the near term and ultimately result in a cost savings to the County.
- Due to unforeseen right-of-way issues of non-signatory property owners in Village I, it is anticipated that a PDS will now be necessary to provide for the

scheduled connection of Flemings Road to Lake County. The PDS will be funded by the County for via cash reimbursement in FY 20/21 and will ultimately ensure availability of right-of-way for this important regional transportation connection.

- The role of the Village Escrow Agent has been expanded to reflect coordination with the County regarding transportation impact fee payments to be made directly to the Village Escrow Agent and requirements for the posting of a Letter of Credit with the County. This language resolves challenges with impact fee refunds experienced with some of the other Horizon West agreements.
- The infrastructure plan (specifically Section 4.2) reflects the Owner's responsibility to provide for the design and construction of needed traffic signals, including temporary traffic signals, on any road segment once warranted.

RAC determined that the Horizon West Village I Road Network Agreement is generally consistent with the Board-accepted Village I Term Sheet, except as noted above, and recommended approval on November 13, 2019.

The Specific Project Expenditure Report and Relationship Disclosure Forms are attached and on file with the Transportation Planning Division.

If you have any questions regarding this matter, please contact me at 407 836-5393.

ACTION REQUESTED: Approval and execution of Village I Horizon West Road Network Agreement (C.R. 545, a/k/a Avalon Road, and Flemings Road) by and between Orange County, Florida; Shutts & Bowen LLP; Spring Grove, LLC; BB Groves, LLC; Withers, LLC; Columnar Partnership Holding I, LLC; KRPC Hartzog, LLC; SP Commercial Investors, LLC; Thomas J. Karr, Jr. and Tami G. Karr; Donald R. Allen, Jr. and Patricia A. Allen; Titan-Liberty Lake Underhill Joint Venture; Village I 545, LLC; Spring Grove Properties, LLC; Lake Dennis, LLC; M/I Homes of Orlando, LLC; and KHOV Winding Bay II, LLC which provides for the dedication of right-of-way, completion of design, engineering, permitting, mitigation and construction of four-laning of C.R. 545 (Avalon Road) and Flemings Road. District 1

BCC Mtg. Date: January 28, 2020

PREPARED BY AND RETURN TO:

Daniel T. O'Keefe, Esq.
Shutts & Bowen LLP
300 South Orange Avenue, Suite 1600
Orlando, Florida 32801
Telephone: (407) 423-3200

Tax Parcel I.D. Nos.: 29-24-27-0000-00-014; 29-24-27-0000-00-013; -----;
29-24-27-0000-00-004; 30-24-27-0000-00-011; 30-24-27-0000-00-012;
30-24-27-0000-00-021; 29-24-27-0000-00-003; 29-24-27-0000-00-009;
29-24-27-0000-00-008; 29-24-27-0000-00-010; 29-24-27-0000-00-001;
29-24-27-0000-00-017; 29-24-27-0000-00-002; 19-24-27-0000-00-001;
30-24-27-0000-00-024; 19-24-27-0000-00-004; 19-24-27-0000-00-018;
30-24-27-0000-00-003; -----; -----;
20-24-27-0000-00-009; 18-24-27-0000-00-009; 19-24-27-0000-00-017;
18-24-27-0000-00-003; 18-24-27-0000-00-004; 19-24-27-0000-00-019;
18-24-27-0000-00-002; 19-24-27-0000-00-003; 19-24-27-0000-00-022;
-----; 19-24-27-0000-00-002; 19-24-27-0000-00-012;
19-24-27-0000-00-013; 19-24-27-0000-00-014; 17-24-27-0000-00-003;
17-24-27-0000-00-012; 18-24-27-0000-00-006; 30-24-27-0000-00-028;
19-24-27-0000-00-015; 19-24-27-0000-00-021

VILLAGE I

HORIZON WEST

ROAD NETWORK AGREEMENT

(C.R. 545, a/k/a Avalon Road, and Flemings Road)

TABLE OF CONTENTS

<u>Section</u>	<u>Description</u>	<u>Page</u>
1.	Recitals	2
2.	Definitions	3
3.	Development Approvals	8
4.	Infrastructure Plan – General Scope for C.R. 545 and Flemings Road.....	10
5.	Improvements to C.R. 545 (Road Segments 1, 2, 3, and 4)	10
6.	Improvements to Flemings Road (Road Segments 5 and 6)	12
7.	<i>Reserved Section</i>	15
8.	Road Credit Allocation and Road Credits	15
9.	Village Escrow Agent Confirmation Letter	21
10.	Trip Allocations and Performance Thresholds (Table 2).....	21
11.	Monitoring Trip Generation (Tables 3 and 4).....	23
12.	Concurrency Vesting.....	25
13.	Conveyance of Right-of-Way to County	25
14.	Insurance and Indemnification	35
15.	Utilities	36
16.	Notice	37
17.	Covenants Running with the Land	41
18.	Recordation of Agreement	41
19.	Assignment	41
20.	Applicable Law	41
21.	Time is of the Essence	41
22.	Further Documentation	41
23.	Relationship of Owners and County	41
24.	Limitation of Remedies	42
25.	Counterparts	43
26.	Amendment	43
27.	Authority to Contract	43
28.	Entire Agreement	43
29.	Interpretation	43

List of Tables

Table 1 – Village I Development Program..... 8

Table 2 – Performance Thresholds and Trip Allocation..... 22

Table 3 – Trip Generation Rates..... 24

Table 4 – Village I Total Trip Summaries 24

List of Exhibits

Exhibit “A-1” Project Location and Segment Map

Exhibit “A-1.1” Village I Cross Reference Map

Exhibit “A-2” Proposed Roadway Improvement Production Schedule

Exhibit “A-3” Roadway Improvements & Prelim. Cost Estimate

Exhibit “A-4” Conceptual Cross Section for C.R. 545, Flemings Road Typical Section, and APF Road Typical Section

Exhibit “A-5” Scope of Preliminary Design Study for each Road Segment

Exhibit “A-6” Scope of the Final Design, Engineering, and Permitting for each Road Segment

Exhibit “A-7” Flemings Road Preliminary Alignment and Grade Study

Exhibit “B” (Composite) Parcel ID Numbers and Property Legal Descriptions

Exhibit “C” Confirmation Letter

Exhibit “D” Assignment of Vested Trips

Exhibit “E” Form of Special Warranty Deed

Exhibit “F” Form of “Master” County Easement

Exhibit “G” Impact Fee Credit Voucher

Exhibit “H” Form of Assignment of Road Credits

Exhibit “I” Form of Certificate of Payment

Exhibit “J” Form of Notice of Subordination

VILLAGE I
HORIZON WEST
ROAD NETWORK AGREEMENT

(C.R. 545, a/k/a Avalon Road, and Flemings Road)

THIS VILLAGE I HORIZON WEST ROAD NETWORK AGREEMENT (this "**Agreement**"), is effective as of the latest date of execution by the parties hereto (the "**Effective Date**"), and is made and entered into by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose mailing address is P.O. Box 1393, Orlando, Florida 32802-1393 (the "**County**"); **SHUTTS & BOWEN LLP**, a Florida limited liability partnership (the "**Village Escrow Agent**"), and:

- **SPRING GROVE, LLC**, a Delaware limited liability company ("**Spring Grove**");
- **BB GROVES, LLC**, a Delaware limited liability company, doing business in Florida as B Bank Groves, LLC, a Delaware limited liability company ("**BB Groves**");
- **WITHERS, LLC**, a Delaware limited liability company, registered to do business in the State of Florida as "Withers Properties, LLC" ("**Withers**");
- **COLUMNAR PARTNERSHIP HOLDING I, LLC**, a Indiana limited liability company ("**Columnar**");
- **KRPC HARTZOG, LLC**, a Florida limited liability company ("**KRPC**");
- **SP COMMERCIAL INVESTORS, LLC**, a Florida limited liability company ("**SP Commercial**");
- **THOMAS J. KARR, JR. and TAMI G. KARR**, husband and wife, as to 50% vested interest ("**Karr**"), and **DONALD R. ALLEN, JR. and PATRICIA A. ALLEN**, husband and wife ("**Allen**"), as to 50% vested interest ("**Karr & Allen**");
- **TITAN-LIBERTY LAKE UNDERHILL JOINT VENTURE**, a Florida general partnership ("**Titan**") as to 50% undivided interest, and **VILLAGE I 545, LLC**, a Florida limited liability company ("**Village I 545**"), as to 50% undivided interest ("**Titan & Village I 545**"), as tenants in common;
- **SPRING GROVE PROPERTIES, LLC**, a Florida limited liability company ("**Spring Grove Properties**");
- **LAKE DENNIS, LLC**, a Florida limited liability company ("**Lake Dennis**"),
- **M/I HOMES OF ORLANDO, LLC**, a Florida limited liability company ("**M/I Homes**"), and
- **KHOV WINDING BAY II, LLC**, a Florida limited liability company ("**KHOV**"),

(collectively referred hereafter as the "**Signatory Owners**", and individually, as "**Signatory Owner**", as defined below), with addresses as set forth in the "Notice" Section 18 below, who are owners of a majority of the undeveloped acreage in Village I.

WITNESSETH:

WHEREAS, the Signatory Owners are the owners of fee simple title to a portion of the property shown in Exhibit "A-1" (Project Location and Segment Map) and Exhibit "A-1.1" (Village I Cross Reference Map), as such portion is more particularly described in Composite

Exhibit “B” (Property Legal Descriptions), both of which Exhibits are attached hereto and incorporated herein by reference, and all of which property is located within the area of west Orange County commonly known as “Village I” of Horizon West (collectively, the “**Properties**”, and when referring to a particular Signatory Owner’s property, the “**Property**”); and

WHEREAS, the Properties constitute a portion of, and are subject to the Village I Specific Area Plan (the “**SAP**”) for Village I, as adopted by the County, and as may be amended from time to time; and

WHEREAS, the Signatory Owners intend to individually develop the Properties into varied land uses (collectively, the “**Project**”); and

WHEREAS, as a condition of development of the Properties, pursuant to the SAP, Signatory Owners are required to assure that adequate public facilities are available in a timely manner to support development of the Properties; and

WHEREAS, Signatory Owners are willing to convey certain portions of the Properties to the County for road right-of-way and drainage purposes, and to construct or cause to be constructed roadways in accordance with plans approved by the County, including, but not necessarily limited to portions of County Road 545, a/k/a Avalon Road (“**C.R. 545**”) within Village I, Flemings Road, and a portion of C.R. 545 that remains as an unimproved gap in Village H of Horizon West, to ensure road network continuity, all in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Signatory Owners propose to construct improvements to the Village I transportation network in lieu of payment of a proportionate share contribution to address off-site impacts to the transportation network. Such proportionate share contribution costs are typically credited against transportation impact fees by the County; and

WHEREAS, the Signatory Owners and the County have addressed the conveyance of Signatory Owners’ portion of the required right-of-way for the Improvements, as defined below, the study, design, engineering and permitting, right-of-way conveyance, and construction of certain segments of C.R. 545 and Flemings Road, and the award of transportation Road Credits (as defined below) for the C.R. 545 Improvements, but not for Flemings Road Improvements; and

WHEREAS, the County Engineer has declared certain roadways described herein to be impact fee eligible roadways; and

WHEREAS, the Signatory Owners have requested that the County consider and process Village I applications for rezoning or substantial change(s) to existing Planned Developments (“**PDs**”) that may increase entitlements on the Signatory Owners’ lands; and

WHEREAS, the County and Signatory Owners agree that the terms and conditions of this Agreement are consistent with the principles of a mutually beneficial public-private partnership agreement; and

WHEREAS, the Signatory Owners have agreed to designate, and the County has approved Shutts & Bowen LLP, a Florida limited liability partnership as the Village Escrow Agent for this Agreement; and

WHEREAS, County and Signatory Owners desire to set forth herein all of the terms, conditions, and agreements between them with respect to the required right-of-way contributions for improvements related to this Agreement, Road Credits, and related road construction with respect to Village I in a manner substantially consistent with the Village I Term Sheet (as defined below).

NOW, THEREFORE, in consideration of the premises, the County and Signatory Owners hereby agree as follows:

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

2. **Definitions**. Unless defined elsewhere within this Agreement, the terms set forth below shall have the following meanings when used in this Agreement:

2.1 **"APF"** (Adequate Public Facilities) and **"APF Land"** shall mean any portion of a Signatory Owner's Property that must be conveyed by that party to the County to ensure that Adequate Public Facilities are provided for Village I. APF Land includes public elementary and middle school sites, parks adjacent to school sites, right-of-way for collector roads within Village I, parks within the Village Center and Neighborhood Centers, public safety site such as fire and/or police stations or sub-stations, sites for water and sewer utilities, other sites that the County agrees are APF Land, and any related stormwater management areas. The conveyance of any Conveyed Lands (exclusive of any SMAs [defined below] allocated solely for the benefit of a Property of a Signatory Owner) for the Improvements shall serve as credit toward meeting the APF requirements of the Signatory Owner that conveyed the Conveyed Lands for the Improvements, in accordance with Section 30-714 of the Orange County Code, provided, however, any APF Land that is associated with a Joint Use Pond (as defined below) or a Shared Use Pond (as defined below) shall get APF credit only for the prorated portion of the Improvement (as defined below) serving the Road Segments (as defined below) associated with such Joint Use Pond or Shared Use Pond .

2.2 **"Alignment and Grade Study"** shall mean the design and analysis of the typical roadway section for Flemings Road (subject to Section 6.1(b) below), the horizontal geometry for the roadway, the necessary ROW&E (as defined below) for construction of the roadway, the drainage for the roadway, and earthwork grading, a profile of the vertical alignment of the roadway, the preliminary stormwater calculations, the stormwater pond sizes for stormwater run-off from the roadway, and the identification and location of existing utilities within the roadway corridor, the scope of which is more particularly described on Exhibit "A-7", attached hereto and made a part hereof.

2.3 **"Assignment of Vested Trips"** shall mean a document, the form of which is attached hereto as Exhibit "D", that assigns to a Signatory Owner, its successors or assigns, a specified number of Trips that the OCTPD (defined below) has acknowledged are vested against transportation concurrency by the issuance of a Confirmation Letter.

2.4 **"Board"** shall mean the Orange County, Florida Board of County Commissioners.

2.5 **"Certificate of Completion"** ("**C of C**") shall mean a document issued by the County, pursuant to Chapter 34, Orange County Code, upon completion of construction by

the Constructing Owners indicating the Improvements (defined below) to one or more Road Segments are substantially complete and may be opened to public use. As a prerequisite of issuance by the County of any C of C, the Constructing Owners must provide a one-year maintenance surety, in the form of cash or letter of credit acceptable to the County, in the amount equal to ten percent (10%) of the total costs of construction. During the one-year maintenance period, the Constructing Owners shall continue to be responsible for the maintenance of the Improvements in accordance with the provisions of Section 13.9(k) below.

2.6 “**Certificate of Payment**” shall mean a document issued from time to time by the Village Escrow Agent to the OCTPD certifying to the County that the funds have been deposited into Escrow, either in cash or by an Irrevocable Letter of Credit, acceptable to the County, in an amount sufficient to pay for one of the applicable Road Segments, and stating the number of Trips that should be included in the Confirmation Letter for any given particular Road Segment. The form of Certificate of Payment is attached hereto as Exhibit “J”.

2.7 “**Confirmation Letter**” shall mean the notice issued by OCTPD that specifies the number of Vested Trips associated with a Road Segment, and referenced in the Certificate of Payment, that have satisfied transportation concurrency requirements, the form of which is attached hereto as Exhibit “C”.

2.8 “**Constructing Owner**” shall mean one or more Signatory Owners who have elected to initiate, fund, contract, and/or cause to be performed the work necessary to complete the PDS, Alignment and Grade Study, DE&P, acquisition of Uncontrolled Lands (as defined below), conveyance of Conveyed Lands (as defined below), construction contract management, and/or construction of the Improvements (as defined below) of any given Road Segment. The Constructing Owners shall be responsible for contract execution, administration, coordination, and implementation of the work to complete the construction and obtain a C of C for any such given Road Segment, as more particularly described in Section 13 below. Notwithstanding the foregoing or any provision contained in this Agreement to the contrary, any Signatory Owner who advances some or all of the funds needed for the performance of the activities and work set forth herein shall for the purposes of this Agreement be considered a Constructing Owner with respect to the applicable activity or work for which funding is provided without regard to whether such Signatory Owner is a signatory to such contracts for the activity or work to be performed, and without regard to whether such Signatory Owner participates in the administration, coordination and implementation of any such contracts. The Constructing Owners may delegate the responsibilities for the aforementioned activities to one or more Constructing Owners.

2.9 “**Conveyed Lands**” shall mean any ROW&E, as described in Section 13.1 below that are within the Property owned or controlled by the Signatory Owners and are to be conveyed to the County pursuant to this Agreement and the APF requirements for Village I. The conveyance of any Conveyed Lands (exclusive of any SMAs allocated solely for the benefit of a Property of a Signatory Owner) for the Improvements shall serve as credit toward meeting the APF requirements of the Signatory Owner that conveyed the Conveyed Lands for the Improvements, in accordance with Section 30-714 of the Orange County Code, provided however, any APF Land that is associated with a Joint Use Pond (as defined below) or a Shared Use Pond (as defined below) serving the Road Segments (as defined below) shall be associated with such Joint Use Pond or Shared Use Pond . . .

2.10 **“C.R. 545 Improvements”** shall mean all Improvements (defined below) necessary for the 4-lane reconstruction of C.R. 545 in four (4) Road Segments as defined herein, and as provided in Section 4 and 5 below. The term “C.R. 545 Improvements” also includes all areas necessary for drainage easements, utility easements, sidewalk easements, temporary construction easements, slope easements, and other necessary easements, in accordance with County requirements.

2.11 **“E-Projects”** as referenced below in Section 6.1(c), shall mean a project that is generally related to work within County right-of-way, which adds or modifies public infrastructure and when completed, is to be maintained by the County, following the expiration of the one-year maintenance period.

2.12 **“Final Design, Engineering, and Permitting”** or **“DE&P”** shall mean the final design, engineering, construction plans (including traffic signals), and permits as determined by the Signatory Owners and County staff for a particular Road Segment or Road Segments. The scope of the DE&P for each Road Segment is attached hereto as Exhibit “A-6”.

2.13 **“Flemings Road Improvements”** shall mean all Improvements designed and constructed for a 4-lane divided facility (the **“4-Lane Road”**) in two (2) Road Segments (Road Segments 5 and 6), as provided in Section 6 below. The term “Flemings Road Improvements” also includes all areas necessary for drainage easements, utility easements, sidewalk easements, temporary construction easements, slope easements, and other necessary easements in accordance with County requirements.

2.14 **“Impact Fee Credit Voucher”** shall mean a document that is issued by the Village Escrow Agent that is substantially similar to the form attached hereto as Exhibit “G”, indicating that a Signatory Owner has paid to the Village Escrow Agent the amount stated on the Impact Fee Credit Voucher as Transportation Impact Fees, or otherwise satisfied the applicable threshold requirement, and is entitled to an award of Road Credits from the Village I Road Impact Fee Credit Account in an amount equal to the amount paid.

2.15 **“Improvements”** - shall mean all roadway and drainage improvements, street lighting, landscaping, traffic signalization or other traffic control, and all other appurtenances as required by the County, designed, engineered, permitted, approved, and constructed in connection with each Road Segment, as described in Section 4, Section 5, and Section 6 below. The County will approve in advance whether any traffic signals are required as part of the Improvements for any particular Road Segment. Furthermore, during the DE&P of any given Road Segment, the County will coordinate with the Constructing Owners if and when a traffic signal is to be included in the construction contract for a Road Segment. The improvements at the intersection of C.R. 545 and Flemings Rd shall be studied, designed and constructed during Segment 3, 4 or 5, whichever occurs first.

2.16 **“Irrevocable Letter of Credit”** shall mean an original, signed negotiable instrument issued by a banking institution acceptable to the County, having offices in Orange, Seminole, or Osceola County, Florida, or with a corresponding banking relationship with a banking institution having offices in Orange, Seminole, or Osceola County, Florida, that is in a form acceptable to the County and is assignable to the County, and names the Village Escrow Agent for the purpose of providing surety for a timely payment of a Constructing Owner’s funding obligations under this Agreement.

2.17 “**ITE Manual**” shall mean the Institute of Transportation Engineers’ Trip Generation Report, 9th Edition.

2.18 “**Joint Use Pond**” shall have the meaning as set forth in Section 13.2(c)(i) below.

2.19 “**Non-Signatory Owner**” shall be any owner of land within Village I that has not executed this Agreement.

2.20 “**OCTPD**” shall mean the Orange County Transportation Planning Division of the County Planning, Environmental, and Development Services Department.

2.21 “**Parcel**” shall mean any lot, tract, or other portion of the Property on which any building requiring a County building permit may be constructed.

2.22 “**PD**” shall mean a Planned Development zoning district as defined in the County’s Land Development Regulations.

2.23 “**Performance Threshold**” shall mean the obligations that must be met to obtain allocation of Vested Trips and Road Credits, as specifically delineated in Section 10 below.

2.24 “**Preliminary Design Study**” or “**PDS**” shall mean a study to be conducted by a duly licensed Florida Professional Engineer acceptable to the County for C.R. 545 (and to the extent required for Flemings Road). The Scope of the PDS for each Road Segment is attached hereto as Exhibit “A-5”. For each of the opening year, mid-design year, and design year, preliminary signal warrants shall be conducted. The PDS shall include when traffic signals are projected to be warranted.

2.25 “**Project**” shall mean the individual or joint development of Parcels within the Properties with varied and mixed land uses.

2.26 “**Project Engineer**” shall initially mean **Poulos & Bennett, LLC**, a Florida limited liability company, whose address is 2602 East Livingston Street, Orlando, Florida 32803, which is designated by the Constructing Owners as the Project Engineer for the preparation and delivery of the PDS, the Alignment and Grade Study, and the DE&P for the Improvements for the six (6) Road Segments (defined below) generally as depicted on the attached Exhibit “A-1”, the services scopes of which are addressed in the attached Exhibit “A-5”, Exhibit “A-6”, and Exhibit “A-7”. The Project Engineer may be replaced in whole or in part by the Constructing Owners in their sole discretion with an FDOT-qualified engineering firm, subject to the Constructing Owners notifying the County, and the County accepting the qualified replacement Project Engineer.

2.27 “**PSP**” or “**DP**” or “**PSP/DP**” shall mean either (i) a Preliminary Subdivision Plan, or (ii) a Development Plan, as defined in the County’s Land Development Regulations (the “**LDRs**”), or (iii) a combination Preliminary Subdivision Plan and a Development Plan in a single submittal to the County.

2.28 “**ROW**” shall have the meaning as set forth in Section 13.1 below.

2.29 “**ROW&E**” shall mean and refer collectively to “**ROW**,” “**SMAs**,” and “**Easements**,” as each such term is defined in Section 13.1 below.

2.30 “**Road Credits**” shall mean the transportation impact fee credits awarded by the County pursuant to Chapter 23 of the County Code, and the terms of this Agreement.

2.31 “**Road Segment**” shall mean any one of the segments of the Improvements, as generally depicted on Exhibit “A-1”.

2.32 “**SAP**” shall mean the Village I Horizon West Village I Specific Area Plan, adopted by the Board on June 10, 2008, as amended by a remedial amendment, adopted by the Board on February 16, 2010, that is incorporated by reference into the County’s Comprehensive Plan as Village I Master Development Plan.

2.33 “**Shared Use Pond**” shall have the meaning as set forth in Section 13 below.

2.34 “**Signatory Owner**” shall mean, individually, an owner that signs this Agreement, and, collectively, “**Signatory Owners**” who collectively all sign this Agreement, who may advance some or all of the funds and provide a portion of the Conveyed Lands needed for one or more of the Road Segments, and to the extent provided in Section 17 and Section 19 below, of their respective successors or assigns as the fee owners of the Properties or any Parcel within the Properties. Nothing contained in this Agreement shall be construed as placing a funding obligation on any Signatory Owner to participate as, and become, a Constructing Owner.

2.35 “**SMAs**” shall have the meaning as set forth in Section 13.2 below.

2.36 “**Substantially Complete**” or “**Substantial Completion**” shall mean completion to the County’s satisfaction by the Constructing Owners of the Improvement(s) to one or more Road Segments such that the roadway may be opened to public use.

2.37 “**Trip**” shall mean a PM peak hour two-way vehicular trip, as provided in Section 11 and with rates shown in Table 3 (Trip Generation Rates) of this Agreement.

2.38 “**Uncontrolled Lands**” shall mean ROW&E neither owned or controlled by the Signatory Owners.

2.39 “**Vested Trips**” shall be the number of Trips stated in a Confirmation Letter that have been identified by the OCTPD pertaining to transportation concurrency requirements, based on compliance with any such requirements of any Road Segment.

2.40 “**Village Escrow Agent**” as defined above in the preamble as appointed by the Signatory Owners and acceptable to the County shall receive and disburse all documents and funds, maintain all records as contemplated herein, and shall otherwise be capable of successfully performing the duties set forth in this Agreement. Any successor Village Escrow Agent, as approved by a majority of the Signatory Owners based upon net developable acreage owned by such Signatory Owners, and acceptable to the County, shall have similar capabilities and obligations as set forth above.

2.41 “**Village I SAP**” shall mean the Master Development Plan that forms a part of the SAP, as it may be amended from time to time

2.42 “**Village I Term Sheet**” shall mean that certain Horizon West Village I Term Sheet, accepted by the Board on November 13, 2018.

3. **Development Approvals.**

3.1 Rezoning and/or Substantial Change to existing Village I Planned Developments. Applications for Rezoning and/or Substantial Change to existing Village I Planned Developments (“PD” or “PDs”) that may increase entitlements on the Signatory Owners’ Properties shall be considered as set forth in this Section. Except for projects within the Properties that have received a Capacity Encumbrance Letter (“CEL” or “CELS”) from the County as of November 13, 2018, no PSPs or DPs or PSP/DP may be approved until this Agreement is approved by the Board. Applications for any PDs may be processed by the County and may advance to the Board for consideration of approval. However, applications for PSPs may be processed by the County, but will not advance to the Board for approval consideration prior to the Effective Date of this Agreement. DPs may be processed by the County, but will not advance for County Development Review Committee consideration until this Agreement has been approved by the Board. See Table 1 below for approved development for the Village I SAP, and that portion of Village I that has received CELs. See Exhibit “A-1.1” (Village I Cross Reference Table) for a graphic depiction of various Signatory Owners and other Village I land owners, with an estimated amount of corresponding Trips to each Parcel, based upon the latest information available from either the SAP, PD, or Concept for the respective Parcel.

Table 1

<u>Development Program</u>	<u>SAP Program</u>	<u>Unit Type</u>	<u>SAP Program Less Properties with CELs</u>
Village I:			
Single family	1,783	d.u.	1,629 d.u.
Town homes	1,159	d.u.	948 d.u.
Multi-family (condos or apartments)	2,667	d.u.	2,383 d.u.
Retail	370,000	s.f.	370,000 s.f.
Office	56,000	s.f.	56,000 s.f.

Note: d.u. = dwelling unit
 s.f. = square feet

Table 1 Notes:

1. Table 1 is based on the existing, approved SAP, is shown for informational purposes only, and shall in no way limit the development program or entitlements for any Village I Property.

2. The CELs issued do not necessarily match the SAP Programs for their respective Properties.

3.2 Property owners of development in Village I for which a legally and technically sufficient application for PD was submitted prior to November 17, 2015 (that have a CEL) or that have been issued a CEL prior to November 13, 2018 (in either case, "**Pre-Approved Development**") may proceed with the applicable development and shall be deemed to be in compliance with Comprehensive Plan Policy FLU 4.3.10, as the same may be amended, irrespective of whether or not such owners have pulled a building permit for vertical construction. For clarity, Pre-Approved development shall mean CEL-16-07-048A (28 townhomes and 57 single-family units), CEL-16-07-048B (135 single family units), CEL-16-07-049A (125 single family-units), and CEL-16-07-049B (139 single-family units). All required transportation impact fees and/or capacity reservation fees or Pre-Approved Development shall be paid to Village Escrow Agent and deposited into the Escrow Account. Consistent with Section 8.6(a) below (*Village Escrow Accounting*), if the required capacity reservation fees or transportation impact fees for the Pre-Approved Development of a Property have already been paid to the County by a Signatory Owner, such Signatory Owner shall request from the County, a transfer of such impact fee payment to the Village Escrow Agent. Consistent with Section 10.1(a) below (*Table 2 Notes*), Signatory Owners of the Pre-Approved Development shall not be subject to the Performance Thresholds established in Table 2, and may proceed with development based upon and in accordance with the previously issued CEL for their respective Property. In the event any such Pre-Approved Development does not timely obtain a capacity reservation certificate in connection with the CEL, such Pre-Approved Development shall be subject to the County's concurrency management system, as if the CEL had not been issued.

3.3 Any property owner in Village I who is not a party to this Agreement (a/k/a Non-Signatory Owner) may request to become a party to this Agreement as a Signatory Owner, which shall be memorialized by an amendment to this Agreement, in form and content acceptable to the County. If such owner does not become a party to this Agreement, such owner will be subject to the requirements of the County's Comprehensive Plan and County Code. The Village Escrow Agent shall provide the County with notice and contact information of any person or entity that wishes to become a Signatory Owner to this Agreement after the Effective Date.

3.4 Any development proceeding in a manner consistent with the terms and conditions of this Agreement shall be deemed to have satisfied the County's transportation concurrency requirements.

3.5 Prior to the approval of any proposed reduction that would result in a cumulative trip decrease of 475 trips (approximately 10% of the total trips for Village I), the Signatory Owners shall meet with the County to discuss potential amendments to this Agreement that may be required to ensure all proposed and necessary transportation improvements under this Agreement will still be completed. For the purposes of this Section 3.5, the Signatory Owners shall notify Escrow Agent of any proposed and/or approved reduction in trip on the respective Signatory Owner's Property. In addition, the Village Escrow Agent shall maintain a cumulative and ongoing log of any reductions in trips on the Properties that are approved by the County, and notify OCTPD once the cumulative reduction in trips for Village I is equal to or greater than 475 trips.

4. **Infrastructure Plan – General Scope for C.R. 545 and Flemings Road.**

4.1 The principal road network for the Road Segments to be constructed by the Constructing Owners includes the following facilities as generally depicted in **Exhibit “A-1”** (*Project Location and Segment Map*):

(a) The widening of C.R. 545 generally from north of Water Spring Blvd., south to the future connection with New Hartzog Road, from two to four lanes. These improvements are anticipated to be completed in Road Segments described as Road Segment 1, Road Segment 2, Road Segment 3, and Road Segment 4, and in accordance with the requirements for the scope of the PDS and scope of the DE&P set forth on attached **Exhibit “A-5”** (*Scope of Preliminary Design Study for each Segment*) and **Exhibit “A-6”** (*Scope of the Final Design, Engineering, and Permitting for each Segment*), respectively; and

(b) Improvements to Flemings Road from C.R. 545 westerly to the Lake County line in the general alignment of the existing Flemings Road and in general conformance with the findings of the PDS (as provided in the attached **Exhibit “A-5”**), or the Alignment and Grade Study (as provided in the attached **Exhibit “A-7”**), as the case may be. These Improvements are anticipated to be completed in segments described as Road Segment 5 and Road Segment 6.

4.2 A Proposed Roadway Improvement Production Schedule which provides for a preliminary construction timetable of the proposed studies and road improvements is shown in **Exhibit “A-2”**. The actual timetable for construction will likely occur consistent with the pace of development within Village I, however, if a traffic signal becomes warranted on any Road Segment after the completion of the PDS, but prior to the commencement of construction of the Road Segment upon which it is located, the Signatory Owners shall be responsible for the design and construction of that traffic signal independent of the construction of that Road Segment. The traffic signal design shall, to the extent known or practical, accommodate the eventual 4-Lane Road Segment upon which it will be located, inclusive of any required right of way that may yet to be conveyed. The construction of any warranted traffic signal shall commence no later than nine (9) months following notice from the County of an approved warrant study. Unless the traffic signal to be installed is approved by the County to be the permanent traffic signal, no cash reimbursement or Road Credits shall be awarded for the design and construction costs of the traffic signal constructed independent of that Road Segment. Otherwise, the County shall reimburse, through an award of Road Credits to the Constructing Owners for the actual, reasonable, County-approved design and construction costs of the traffic signal, incurred by the Constructing Owners.

4.3 Preliminary estimated costs for the proposed Improvements are shown in **Exhibit “A-3”**. However, these costs are estimates and the County will review for approval all final costs.

5. **Improvements to C.R. 545** (Road Segments 1, 2, 3, and 4). The Constructing Owners will deliver the widening of C.R. 545 from two to four lanes as a 4-lane roadway in no more than four (4) construction Road Segments, commencing generally north of Water Spring Blvd., and running south to the future connection with New Hartzog Road. These improvements are anticipated to be completed in construction segments described as Road Segment 1, Road Segment 2, Road Segment 3, and Road Segment 4.

5.1 C.R. 545 PDS, DE&P and Construction. Except to the extent the PDS for Segment 1 has been completed for Village H, the Constructing Owners shall complete the PDS, the DE&P, and construction of Road Segments 1, 2, 3, and 4 as generally shown in **Exhibit "A-1"** at their initial cost and expense, as set forth in Section 13.9 below.

5.2 ROW&E Conveyance and Acquisition. The Signatory Owners shall convey to the County the necessary Conveyed Lands for the construction of each Road Segment to include necessary corner clips for traffic control devices, in accordance with the provisions of Section 13 below. The County will use reasonable efforts to acquire any Uncontrolled Lands for any of the Road Segments 1, 2, 3, and 4. The County shall pay for the Uncontrolled Lands acquisition for that portion located in Road Segment 1. No acquisition process shall be commenced by the County until 90% design completion of the particular Road Segment is approved by the County, and as to Road Segments 2, 3, and 4, and possibly Road Segment 5 with respect to C.R. 545 intersection improvements, until the Constructing Owners have submitted to the Village Escrow Agent, payable to Orange County Board of County Commissioners, a payment in the amount of the County's projected costs of such additional Uncontrolled Lands acquisition (including, but not limited to severance damages, if any, projected attorney fees, expert witness fees, and costs), plus a twenty percent (20%) contingency factor (collectively, the "**Uncontrolled Lands Acquisition Payment**"). Upon receipt, the Village Escrow Agent shall thereafter promptly pay the Uncontrolled Lands Acquisition Payment to the County, and the County shall disburse funds from the Uncontrolled Lands Acquisition Payment, as needed for such use. The Constructing Owners shall fund the costs of the County's acquisition of the Uncontrolled Lands located in Road Segments 2, 3, and 4, and possibly Road Segment 5 with respect to C.R. 545 intersection improvements, to the extent not under the control of the Signatory Owners.

5.3 Additional ROW&E Provisions. The County shall hold the Uncontrolled Lands Acquisition Payment received from the Village Escrow Agent in an identified project account and expend such funds as needed during the course of the acquisition process. If additional funds are needed for the acquisition, then upon fifteen (15) days prior written notice from the County to the Village Escrow Agent, the Constructing Owners shall submit the additional funds as provided herein to the Village Escrow Agent, who shall thereafter promptly pay such additional funds to the County (as Uncontrolled Lands Acquisition Payment) for use by the County in the acquisition process. Following completion of the acquisition process, if the County's acquisition costs are less than the cumulative amounts previously contributed by the Constructing Owners, the County shall return any unused funds to the Village Escrow Agent for payment to the Constructing Owners proportionately to their respective payments.

5.4 Compensation for ROW&E. Compensation for the conveyance of Conveyed Lands and acquisition of Uncontrolled Lands is delineated in Section 8 below.

5.5 Road Credits. Allocation, award, use, sale, and assignment of Road Credits is delineated in Section 8 below.

5.6 SMAs. SMAs servicing the Road Segments may be used as set forth in Section 13 below.

5.7 Adequate Public Facilities. ROW which is provided for any Adequate Public Facilities will be credited on a per acre basis. Any surplus APF ROW that is conveyed by

a Signatory Owner in connection with any given Road Segment on C.R. 545 shall be credited \$22,500 per acre per County Code.

5.8 Road Segment Construction Sequencing.

(a) The Constructing Owners will deliver the improvements of C.R. 545 Road Segments 1, 2, 3, and 4 in accordance with the Proposed Roadway Improvement Production Schedule shown on the attached **Exhibit "A-2"**; however, the actual timetable for construction sequencing of the Road Segments will likely occur consistent with the pace of development within Village I.

(b) The construction sequence of the C.R. 545 Road Segments will occur from north to south (Road Segment 1 to Road Segment 4) unless the required ROW&E are not timely available and acquisition is unexpectedly delayed, then the construction sequence may occur from south to north (Road Segment 4 to Road Segment 1). However, if ROW&E are not able to be secured in a timely manner for construction of any particular Road Segment, the parties agree that construction of that particular Segment may be delayed until such time as the ROW&E are available. Notwithstanding the foregoing, the construction sequencing for Road Segments 1, 2, 3, and 4 must be performed and completed in a linear fashion, with any two contiguous Road Segments, either from north to south, or south to north.

5.9 Funding Construction Costs.

(a) The Constructing Owners shall fund and complete construction of Road Segments 1, 2, 3, and 4 at their initial cost and expense, as more particularly referenced in Section 13.9(l) below.

(b) Subject to the provisions of Section 13.9(l) below, the County shall reimburse (in cash, and not Road Credits) to the Escrow Agent for payment to the Constructing Owners for construction of Road Segment 1 (originally associated with that certain "Village H Horizon West Road Network Agreement (C.R. 545)" - filed February 20, 2013 in Official Records Book 10525, Page 6172 of the Public Records of Orange County, Florida), estimated as of the Effective Date in the amount of \$1,040,000.00, with construction expected to occur for Road Segment 1 in the County's fiscal year 2020/2021 or 2021/2022, as the case may be, subject to appropriation by the Board and monthly invoicing, subject to approval by the County.

(c) Any work performed by the Constructing Owners, the scope of which has not been previously approved by the County, shall be done at the Constructing Owners' risk and may not be eligible to receive Road Credits, or, in the case of Road Segment 1, shall not be eligible for reimbursement.

6. **Improvements to Flemings Road** (Road Segments 5 and 6). Flemings Road is currently an "alternative surface" roadway that is substandard for local and regional traffic. It principally serves as access to citrus groves, and to Phases 1 and 2 of the "Jaffers" subdivision, consisting of 139 single-family lots. Flemings Road is shown on the Village I SAP as a 2-lane undivided facility. This roadway is identified as an Adequate Public Facility ("**APF**") road, internal to Village I, and did not initially provide a connection to Lake County or serve development outside of Village I. The County subsequently identified Flemings Road as an important interconnection and future collector facility as part of an interlocal agreement with Lake County, approved by the Board on July 11, 2017 (the "**Interlocal Agreement**").

Consistent with the Interlocal Agreement, the County desires the Village I Constructing Owners to design and construct Flemings Road as a 4-lane divided facility, which is intended to both serve Village I traffic, and to promote future east-west regional traffic flows expected with the Lake County "Sawgrass Bay Boulevard" project and recent development approvals by Lake County. The County, the Project Engineer, and the owners of land adjacent to Road Segment 6 shall coordinate with Lake County with respect to the alignment of Road Segment 6 to assure the eventual proper inter-connection with Sawgrass Bay Boulevard.

6.1 Flemings Road PDS or Alignment and Grade Study, and DE&P.

(a) The Constructing Owners shall complete the PDS or Alignment and Grade Study, as applicable, DE&P and construction of Road Segments 5 and 6 as generally shown in Exhibit "A-1" (*Project Location and Segment Map*) at their initial cost and expense, as set forth in Section 13.9(a) below. The parties agree that the alignment of the Improvements shall be substantially generally depicted on Exhibit "A-1" and shall incorporate the roadway design criteria, as required by the County.

(b) If all of the ROW&E for Segments 5 and 6 is controlled by the Signatory Owners, the Constructing Owners will complete an Alignment and Grade Study only, the scope of which is depicted on Exhibit "A-7" attached hereto, and a DE&P in accordance with the scope, and as depicted on Exhibit "A-6" attached hereto. If any or all of the ROW&E for Segments 5 and 6 is not controlled by the Signatory Owners, the Constructing Owners will complete a PDS, the scope of which is depicted on the attached Exhibit "A-5", and a DE&P, the scope of which is depicted on the attached Exhibit "A-6", for such Road Segments.

(c) One or more of the land owners adjacent to Road Segment 5 and/or Road Segment 6 may choose to upgrade the existing Flemings Road cross section by improving it to a 2-lane rural cross section to provide temporary access for development approvals for Village I (whether such approvals are granted prior to or after the Effective Date) and any County-required temporary intersection improvements at C.R. 545 and Flemings Road. This upgrade may occur for any portions of Flemings Road at the expense of the Signatory Owner(s) choosing to make any such upgrade, subject to review and approval by the County as an E-Project, assuming ROW&E are in place.

6.2 ROW&E Conveyance and Acquisition. The Signatory Owners shall convey to the County Conveyed Lands necessary for Road Segments 5 and 6, in accordance with Section 13 below. The County will use reasonable efforts to acquire any Uncontrolled Lands for any of the Road Segments 5 and 6. No acquisition process shall be commenced by the County until 90% design completion of the particular Road Segment is approved by the County, and the Constructing Owners have submitted to the Village Escrow Agent an amount of money payable to Orange County Board of County Commissioners, equal to the County's reasonably estimated and projected Uncontrolled Lands Acquisition Payment for such Uncontrolled Lands. Upon receipt, the Village Escrow Agent shall thereafter promptly pay the Uncontrolled Lands Acquisition Payment to the County, and the County shall disburse funds from the Uncontrolled Lands Acquisition Payment, as needed for such use. The Signatory Owners shall be responsible for the acquisition costs of the Uncontrolled Lands that are necessary for the construction of an APF roadway, including the 4-lane intersection with C.R. 545. The County shall be responsible to cash fund additional acquisition costs of the Uncontrolled Lands which are necessary for the construction of the 4-Lane Road.

6.3 Additional ROW&E Provisions. The County shall hold the Uncontrolled Lands Acquisition Payment received from the Village Escrow Agent in an identified project account and expend such funds as needed during the course of the acquisition process. If additional funds are needed for the acquisition, then upon fifteen (15) days prior written notice from the County to the Village Escrow Agent, the Constructing Owners shall submit the additional funds as provided herein to the Village Escrow Agent, who shall thereafter promptly pay such additional funds to the County (as additional Uncontrolled Lands Acquisition Payment) for use by the County in the acquisition process. Following completion of the acquisition process, if the County's acquisition costs are less than the cumulative amounts previously contributed by the Constructing Owners, the County shall return any unused funds to the Village Escrow Agent for payment to the Constructing Owners proportionately to their respective payments

6.4 SMA's. Subject to the provisions of Section 13.2 below, the SMA's may be used as a joint pond/conveyance system designed to accommodate the drainage from Flemings Road and the development within Village I, exclusive of any Orange County Public Schools stormwater management system. However, the foregoing shall not be construed to require that the County or any owner within Village I to agree to a Joint Use Pond

6.5 Compensation for Conveyed Lands; APF Credits. Because the County is requesting the Signatory Owners to provide Conveyed Lands in excess of their APF responsibility, the County agrees to cash compensate such affected Signatory Owners for additional ROW&E required, through payment to the Village Escrow Agent in accordance with Section 8.1(b) below.

6.6 Road Segment Construction Sequencing and Timing.

(a) The Constructing Owners will deliver the widening of Flemings Road in no more than two construction Road Segments. These Improvements are anticipated to be completed with the construction of Road Segments 5 and 6 as shown on Exhibit "A-1".

(b) The connection of Flemings Road to Lake County via the construction of Road Segment 6 as shown in Exhibit "A-1" shall occur no later than January 1, 2026, but may occur at an earlier date following the Effective Date of this Agreement. If construction of Road Segment 6 does not commence on or before July 1, 2025, sufficient funds for the construction of Road Segment 6 and all necessary ROW&E shall be placed by the Signatory Owners into escrow on or before July 10, 2025 with the Village Escrow Agent. Should the Signatory Owners fail to timely commence construction or timely place these construction funds into escrow with Village Escrow Agent, as the case may be. The exclusive remedy of the County is that it shall be entitled to cease any further release or allocation of Trips to the Signatory Owners. The term "**commence construction**" as used herein shall mean that the Constructing Owners have executed a contract to construct the Road Segment 6 Improvements, and have held a pre-construction meeting with the County.

(c) The Constructing Owners shall have the discretion to timely construct the Road Segments for Flemings Road in order of the Constructing Owners' preference. Road Segments 5 and/or 6 may be commenced by the Constructing Owners prior to the commencement or completion of the Road Segments on C.R. 545. Notwithstanding the foregoing, the construction shall start with Road Segment 5 and continue from the east to the

western Road Segment 6, or alternatively, Road Segment 5 and Road Segment 6 shall be completed all at the same time in a linear fashion from east to west.

6.7 Funding and Construction Costs.

(a) Except with respect to cash funding obligations of the County as set forth in this Agreement, the Constructing Owners shall fund and complete construction of Road Segments 5 and 6 as generally shown in Exhibit "A-1" at their initial cost and expense, as more particularly referenced in Section 13.9(l) below.

(b) For Road Segments 5 and 6, the County shall be responsible for the cost of the PDS or Alignment and Grade Study.

(c) For Road Segments 5 and 6, the cost differential between the Constructing Owners' APF obligation and the County's obligation shall be calculated as follows:

(i) The Constructing Owners are to provide two cost proposals from the Project Engineer for DE&P: (1) one proposal will be for an E-Permit for the standard/typical APF roadway, and (2) the other proposal will be for the 4-lane facility, as referenced in Section 6 above, and as more particularly set forth in Exhibit "A-6" (*Scope of the Final Design, Engineering, and Permitting for Each Road Segment*). The County's responsibility for DE&P of Road Segments 5 and 6 will be the cost difference between these two proposals; and

(ii) The Constructing Owners will secure bids for the construction of the 4-laning of Flemings Road in accordance with Section 13.9(f) below. The Constructing Owners will also provide the County with copies of contracts for previous APF roads within Horizon West with similar cross sections, and update the unit prices to those provided by the contractors for the 4-lane bids. The County's financial responsibility for the construction of the 4-laning of Flemings Road will be the difference between the two.

The foregoing cash funding obligations of the County shall include the increased costs associated with the payment and performance bonds as set forth in Section 13.9(d)(ii) below, and the maintenance surety set forth in Section 13.9(k) below.

(d) Any work performed by the Constructing Owners, the scope of which has not been previously approved by the County, shall be done at the Constructing Owners' risk and may not be eligible to receive reimbursement and/or cash funding, including through Road Credits.

7. Reserved Section.

8. Road Credit Allocation and Road Credits.

8.1 Allocation of Road Credits.

(a) For Road Segments 2, 3, and 4, upon: (i) conveyance of the Conveyed Lands; (ii) performance of the PDS and DE&P, (iii) execution of a contract (in which the County is identified as a third-party beneficiary) to construct a particular Road Segment of the Improvements (each, a "**Contract**") including attendance at all pre-construction meetings

required by the County with respect to such construction, and (iv) deposit with the Village Escrow Agent of cash or an Irrevocable Letter of Credit in the estimated amount of such construction (collectively, the "**Pre-Construction Obligations**"), the Constructing Owners who have executed such Contract for a particular Road Segment or Segments and have fulfilled such Pre-Construction Obligations shall be entitled to receive Road Credits as provided in Section 8.5 below, based on the actual, reasonable, County-approved amounts paid by such Constructing Owners under such Contract, in an amount equal to 100% of the aggregate of all such funds expended by the Constructing Owners for the acquisition and conveyance of the Uncontrolled Lands, and construction of the Improvements for that particular Road Segment. In addition, to the extent there are Uncontrolled Lands within Road Segment 5, the Constructing Owners for the acquisition and conveyance of Uncontrolled Lands shall be entitled to receive Road Credits as provided in Section 8.5 below in an amount equal to 100% of the aggregate of such funds expended by the Constructing Owners for the acquisition and conveyance of the Uncontrolled Lands within Segment 5.

(b) Except as set forth in this sub-Section, Signatory Owners and/or Constructing Owners shall receive Road Credits equal to \$22,500.00 per acre for Conveyed Lands conveyed in fee simple to the County, as approved by the County, which are conveyed by the applicable owner, and accepted by the County. The value for additional Conveyed Lands beyond the APF requirements for Road Segments 5 and 6 will be \$181,291.00 per net acre, as negotiated and agreed by and between the parties based on County-approved appraisals prior to the Effective Date. Cash compensation for the additional Conveyed Lands beyond the APF requirements for Road Segments 5 and 6 to the affected Signatory Owners will occur and be paid to the Village Escrow Agent upon conveyance of the additional Conveyed Lands to the County. Subject to the Board's budgeting process, the timing of the fair market value cash funding is expected to occur in fiscal year 2020/2021 or 2021/2022, as the case may be. For the purposes of this Section 8.1, and any other funding obligation of the County under this Agreement, the Signatory Owners and Constructing Owners acknowledge that any funding obligation of the County shall be subject to the Board's budgeting process.

(c) All proposed costs that are potentially eligible for Road Credits shall be submitted for review and approval by the County in advance of expenditure. However, such advance submittal to the County shall not guaranty approval by the County of such potentially eligible Road Credits. Any such proposed costs that are not approved by the County shall be at the Constructing Owner's risk, and borne by the Constructing Owner.

(d) Upon receipt of cash or an Irrevocable Letter of Credit as contemplated herein, the Village Escrow Agent shall issue to the County a "**Certificate of Payment**" in the form attached hereto as Exhibit "I" reflecting such amounts. Any letters of credit placed into escrow shall be in a form acceptable to the County, must name the Village Escrow Agent as the beneficiary and must be assignable to the County.

(e) The Signatory Owners shall memorialize, under a separate cooperation agreement, such matters addressing details, procedures, and logistics regarding the matters set forth in this Agreement, such as release of trips, assignment of transportation Road Credits, and escrow release of deposits relating to construction Contracts.

8.2 Once a "Notice to Proceed" has been issued for each Road Segment, the Village Escrow Agent will submit monthly certified statements of payment for work completed under the respective Road Segment, evidenced by proof of payment (such as a cancelled check

or checks), and the County will provide the applicable Road Credits relative to the completed construction of the Road Segment, exclusive of any County contributions.

8.3 The County shall establish a single transportation impact fee credit account in favor of the Village Escrow Agent for the benefit of the Signatory Owners. The Village Escrow Agent shall be responsible for maintaining a ledger for the Village with respect to trip allocations and impact fee credit sub-accounts.

8.4 Road Credits for SMAs. Road Credits for SMAs shall be awarded as set forth in Section 13.

8.5 Award of Road Credits. The Signatory Owners propose to construct improvements to the Village I transportation network in lieu of payment of a proportionate share contribution to address off-site impacts to the Village I transportation network. Such proportionate share costs are typically credited against transportation impact fees by the County. Therefore, Road Credits shall be awarded as set forth below:

(a) The County shall award Road Credits at a rate of 100% for all approved contributions and expenses for the PDS and DE&P, as well as eligible Conveyed Lands (excluding easements), and the costs of construction of Road Segments 2, 3, and 4 of C.R. 545. For Road Segment 1, the Constructing Owners shall not receive (i) Road Credits for the DE&P (nor reimbursement of any other nature), or (ii) Road Credits for the construction of the Segment 1 Improvements, but rather reimbursement in cash for construction only, as outlined in Section 5.9(b) above.

(b) Road Credits shall be awarded for DE&P at approval of 30%, 60%, 90% and 100% completion.

(c) Road Credits for the conveyances of the Conveyed Lands for the Improvements shall be awarded following County's acceptance of conveyance of all of the Conveyed Lands required for a particular Road Segment.

(d) Road Credits for acquisition costs of Uncontrolled Lands shall be credited upon receipt of Uncontrolled Lands Acquisition Payments as provided in Sections 5.2, 5.3, 6.2, and 6.3 above. Following the acquisition of all required Uncontrolled Lands, any unused funds will be refunded to the Village Escrow Agent by the County, for disbursement by the Village Escrow Agent as provided in Sections 5.3 and 6.3 above. Any such refund shall result in the Village I Impact Fee Credit Account being debited by the County, to reduce the balance of Road Credits available in such account by an amount equal to the amount of Uncontrolled Lands Acquisition Payments being refunded by the County to the Village Escrow Agent.

(e) Road Credits for County-approved construction costs, as evidenced by monthly construction invoices paid by the Constructing Owners for construction draws, which payments are confirmed and approved by the County and certified to Orange County by the Village Escrow Agent, shall be credited to the Village I Impact Fee Credit Account upon such payment confirmation by the County, less a ten percent (10%) retainage which shall be released at the time of the issuance by the County of a Certificate of Completion.

(f) Road Credits earned may be used to offset transportation impact fees due only for any Project within Village I, until such time as Village I is substantially (90%) built out, as certified to the County by the Village Escrow Agent, and as set forth in Section 8.8 below.

(g) The County and the Signatory Owners agree that a portion of the off-site mitigation will be directed toward the Flemings Road Improvements, against which the Signatory Owners will not seek nor receive impact fee credits. Furthermore, no Road Credits shall be issued for: (i) any phase or portion of work cash funded or directly reimbursed by the County; (ii) as to Flemings Road for any incremental cost over the APF Road for the PDS or Alignment and Grade Study, the DE&P, or the construction relating to Flemings Road; or (iii) any temporary Flemings Road Improvements.

8.6 Village Escrow Agent Accounting.

(a) The County will refund to the Village Escrow Agent the amount of capacity reservation fees from TCRC-16-048B in the amount of \$175,410.00, and from TCRC-16-049B in the amount of \$541,822.00, subject to the availability of County funds for a refund. The transfer of these funds to the Village Escrow Agent shall not in any way be interpreted as terminating the CELs and reservations or prohibiting the Pre-Approved development from proceeding pursuant to this Agreement. Additionally, if any transportation impact fees or capacity reservation fees are paid by the Signatory Owners to the County contrary to Section 8.9(b) below, then upon a request for a refund by the Village Escrow Agent, the parties agree that, subject to funding availability, the amount of such payments to County shall be refunded to the Village Escrow Agent and not to the party originally making payment.

(b) The Village Escrow Agent shall establish an Impact Fee Credit Ledger for the Property and impact fee credit sub-accounts for each of the Signatory Owners based on contributions received from each Signatory Owner, the conveyances to the County of the Conveyed Lands, and funds transferred from the County to Village Escrow Agent pursuant to Section 8.6(a) above. In an effort to avoid the double issuance of any Road Credits, the Village Escrow Agent shall track and report the funding source of the Road Credits to include those specified in Section 8.6(a), immediately above. For avoidance of doubt, the County shall not award any Road Credits pursuant to this Agreement on account of any capacity reservation fees or transportation impact fees for the Pre-Approved Development transferred to the Village Escrow Agent by the County per Section 3.2 above (or otherwise), despite that fact that such capacity reservation fees or transportation impact fees for the Pre-Approved Development will be disbursed by the Village Escrow Agent solely for otherwise creditable expenses in accordance with this Agreement.

(c) The Village Escrow Agent shall keep an updated accurate ledger of the total number of total PM peak hour two-way trips allocated: (i) at the time of recording of a single family residential subdivision plat; and/or (ii) at the time a multi-family residential or commercial building permit is issued within the Properties. In each case, the aforementioned will be confirmed by the County, using the trip rates set forth in Table 3 below. It shall be each permit applicant's responsibility to provide the Village Escrow Agent with the County's confirmation of the total PM peak hour two-way trip allocation for the corresponding building permit or permits.

(d) Given the anticipated schedule of permits (and the associated payment of impact fees being due) prior to Road Credits being awarded by the County, the Village Escrow Agent shall initially establish and maintain a Letter of Credit acceptable and to the benefit of the County as a form of surety that will, at all times, exceed the amount of impact fees paid by the Signatory Owners to the Village Escrow Agent, in lieu of the County, pursuant to Section 8.5(g) above and Section 8.9 below. Upon receipt and approval of this Letter of Credit by the County, an equivalent amount of impact fee credits shall be posted to the transportation impact fee credit account in favor of the Village Escrow Agent. The County may require that this Letter of Credit be increased as additional permits are requested, or decreased as Road Credits are awarded by the County to the Village Escrow Agent. Only if sufficient Road Credits exist equivalent to or exceeding the anticipated total impact fees to be generated by full buildout of the Village I development program, as referenced in Section 3.1 above (*Rezoning and/or Substantial Change to Existing Village I Planned Developments*) herein, may the Village Escrow Agent with County's prior written concurrence, cancel the Letter of Credit.

(e) Pursuant to the confirmation process outlined in Section 8.6(c) above, the Village Escrow Agent shall provide to each permit applicant, an "Impact Fee Credit Voucher" in substantially the form attached hereto as **Exhibit "G"** that shall be presented to the County at the time building permits are requested. In no event shall any such allocation exceed the land use entitlements set forth in the SAP or PD, or as otherwise approved by the County. Pursuant to the Impact Fee Credit Voucher, the County shall then apply the transferred Road Credits from the Village Escrow Agent's account toward payment of the transportation impact fees due with associated permit applications.

(f) The Village Escrow Agent shall be responsible for tracking invoices and making appropriate payment to the Signatory Owners or contractors who are delivering Improvements or Conveyed Lands pursuant to this Agreement. These payments shall not be required to be approved by the County, but shall also not be construed as to be Road Credit eligible until such time as approved for Road Credits by the County pursuant to this Agreement. The County shall have no responsibility or obligation regarding any dispute associated with the duties of the Village Escrow Agent pursuant to this Section 8.6(f).

(g) Following any award of Road Credits by the County, the Village Escrow Agent's Impact Fee Credit ledger and the County's Impact Fee Credit Account shall be reconciled, subject to the impact fee credit limitations and restrictions set forth in Section 8.1 above (*Allocation of Road Credits*).

(h) On a quarterly basis, the Village Escrow Agent shall provide the County and the Signatory Owners with a copy of the ledger showing Road Credits obtained and utilized, building permits with associated the parcel identification numbers, and the cumulative number of total PM peak hour two-way trips that have been allocated during the prior quarter for development within the Property, and cumulatively since the Effective Date. This ledger shall also indicate the amount of trips remaining to be allocated before the next performance and trip threshold is reached, as set forth in **Table 1** above.

8.7 Use of Road Credits. All Road Credits may be used to offset transportation impact fees otherwise payable for any development within Village I. In the event a Signatory Owner that has received Road Credits wishes to obtain building permits for use on its Property, that Signatory Owner shall from time to time provide the Village Escrow Agent with a statement from the County indicating the amount of impact fees that have been determined for

the number and type of building permits desired. If the amount of Road Credits in the Signatory Owner's sub-account equals or exceeds the amount of impact fees on the County's statement, the Village Escrow Agent shall then issue to the Signatory Owner an Impact Fee Credit Voucher in the form attached hereto as **Exhibit "G"**, based upon the County's determination of impact fees for the desired building permits. The Village Escrow Agent shall then deduct the dollar value of the Impact Fee Credit Voucher from both: (i) the Signatory Owner's sub-account, and (ii) the overall impact fee credit account for Village I. The Signatory Owner shall present the Impact Fee Credit Voucher to the County at the time building permits are requested (in lieu of the County receiving the impact fee payment), and the County shall deduct the dollar value noted on the Impact Fee Credit Voucher from the Impact Fee Credit Account.

8.8 Sale or Assignment of Road Credits.

(a) If a Signatory Owner that has an allocation of Road Credits directs the Village Escrow Agent to do so, the Village Escrow Agent shall make the Road Credits available for sale first to the other Signatory Owners within the Properties and their successors and assigns, and then to other property owners within Village I. A Signatory Owner may assign its Road Credits to any builder or landowner only within the Village I Properties until such time that Village I is substantially (90%) built out. For the purposes of this Agreement, "**substantially (90%) built out**" shall mean 4,283 of the Village I cumulative Trips as depicted in Table 4 below (90% of 4,759 equals 4,283). After such time, a Signatory Owner may assign its Road Credits to any builder or landowner within Transportation Impact Fee Zone 4 for an amount no greater than the face value on a "dollar-for-dollar" amount, so long as the Signatory Owner who desires to sell Road Credits has previously satisfied all funding requirements that have previously accrued within Village I. A Signatory Owner shall notify the Village Escrow Agent if it desires to sell some or all of the Road Credits in its particular sub-account, or the Signatory Owner may retain its Road Credits for its own use. However, neither the Village Escrow Agent nor a Signatory Owner may offer Road Credits for sale to property owners who intend to use such Road Credits for development outside of Horizon West in Transportation Impact Fee Zone 4.

(b) If a Signatory Owner has authorized the assignment and/or sale of the Road Credits in its previously-established sub-account, such Signatory Owner shall execute an "**Assignment of Road Credits**" in the form attached hereto as "**Exhibit "I"**", and the assignee shall then pay to the Village Escrow Agent the Road Credits to be assigned and/or sold. The Village Escrow Agent shall then establish an impact fee credit sub-account for the assignee/purchaser in the appropriate amount, and forward the funds received to the assigning Signatory Owner. Thereafter, the assignee/purchaser may pull building permits under the process for a Signatory Owner as set forth in this Section.

(c) Other than as set forth in this Section 8, nothing herein shall prevent Signatory Owners from assigning Road Credits as provided for in Section 23.95(e) of the Orange County Code, as may be amended from time to time. The County shall have no responsibility regarding any dispute over the amount sold or paid for any Road Credits in Village I, and no obligation to participate in, or resolve any dispute or disputes between or among landowners under this Section 8.

8.9 Purchase of Road Credits from Village Escrow Agent.

(a) The parties agree that any building permit applicant in Village I must pay impact fees to the Escrow Agent in an amount equal to the transportation impact fees

that the County would charge for issuing the permit (as determined by the County) to receive Road Credits for the applicant's Property. The Village Escrow Agent shall then issue an Impact Fee Credit Voucher to the Signatory Owner or assignee for the permit that is being requested by the Signatory Owner or assignee. The Village Escrow Agent shall track and certify to the County any and all impact fee payments, if and when received by the Village Escrow Agent. The funds derived from such impact fee payments shall be used for the design, engineering, permitting, and/ or construction of the Improvements.

(b) The Signatory Owners may not pay transportation impact fees directly to the County until all Road Segment construction activities have been satisfied and impact fee credit accounts have been depleted. Once all of the Improvements have been completed and a certificate of completion has been issued for all of the Improvements, **and** all of the Village I Impact Fee Credit sub-accounts have been depleted, then the Signatory Owners in Village I shall pay the impact fees to the County at the then-current rates for any additional development inside the Property.

8.10 Change in the Law. In the event transportation impact fee collections are abolished in Orange County and are fully replaced with a transportation mobility fee or similar fee relating to the use of capacity on the County's road network, this Agreement shall remain in full force and effect, except that the name of the new fee shall automatically be substituted for the term "impact fees" throughout the text of this Agreement. The parties acknowledge that a mobility fee may include components for pathways and/or transit operations that are not included as part of the impact fee formula. Notwithstanding that circumstance, the mobility fee shall be used dollar for dollar in the same manner that impact fees are used under the terms of this Agreement. The County acknowledges that the provisions of this Agreement may vary from the mobility fee use and structure applicable to other property owners in the County. In the event the County continues to collect transportation impact fees for developments in Horizon West, but those impact fees are supplemented by additional fees that do not fully replace transportation impact fees, the parties to this Agreement shall meet to determine what modifications, if any, are needed to this Agreement to reflect the then current fee structure relating to the use of capacity on the County's road network. The parties shall then work cooperatively to make the appropriate revisions to this Agreement.

8.11 No Alternative Impact Fee Study. In consideration of the provisions of this Agreement, the Signatory Owners shall not be authorized to submit any alternative impact fee study/studies pursuant to Section 23-93 of the County Code.

9. Village Escrow Agent Confirmation Letter. Upon confirmation by the County that certain Improvements for a particular Road Segment in Village I have been funded, commenced, or completed (as appropriate), the County shall provide a Confirmation Letter to the Village Escrow Agent, in form substantially similar to the form attached hereto as **Exhibit "C"**, confirming the release and availability of vested Trips corresponding to such Performance Threshold, as outlined in **Table 2** below, for assignment by Village Escrow Agent pursuant to the terms of this Agreement.

10. Trip Allocations and Performance Thresholds. Pursuant to the development approvals within the Village I SAP, the Property has been assigned 4,759 cumulative Trips, as shown on **Table 4** below, to accommodate the development program for the Property reflected in the approved SAP and PD. The Trips shall be allocated to the Property in stages, based on construction of the Improvements, as set forth in **Table 2** below, to ensure that the

Improvements are completed prior to build out of the Property and allocation of the corresponding Trips. The term "commence construction" as used herein shall mean a Constructing Owner or Constructing Owners have executed a contract to construct the applicable Improvements and held the required pre-construction meetings with the County.

(Remainder of this Page intentionally left blank – Table 2 follows)

Table 2

<u>Performance Needed Prior to Receiving Designated Trip Allocation</u>		<u>Village I Cumulative Trip Allocation</u>
2.1 - Execute Road Network Agreement and fund and commence a PDS for C.R. 545 and a PDS (or alignment/profile study, as appropriate) for Flemings Road. 20% Threshold.		951
2.2 – Village I Constructing Owners to place into escrow with Village Escrow Agent the estimated cost of DEP of the Segments. 10% Threshold.		475
2.3 - Village I Signatory Owners and Constructing Owners to (i) convey to County all Conveyed Lands and (ii) Village I Constructing Owners to deliver to Village Escrow Agent the estimated cost of County acquisition of additional right-of-way needed for the respective Segment(s). 5% Threshold	Segment 1 Segment 2 Segment 3 Segment 4 Segment 5 Segment 6	40 40 40 40 39 39
2.4 - Village I Constructing Owners to satisfy the Pre-Construction Obligations and commence construction of Segment 1 of C.R. 545 as addressed in this Agreement. 10% Threshold.		476
2.5 - Village I Constructing Owners to satisfy the Pre-Construction Obligations and commence construction of Segment 2 of C.R. 545 as addressed in this Agreement. 10% Threshold.		476
2.6 - Village I Constructing Owners to satisfy the Pre-Construction Obligations and commence construction of Segment 3 of C.R. 545 as addressed in this Agreement. 10% Threshold.		476
2.7 - Village I Constructing Owners to satisfy the Pre-Construction Obligations and commence construction of Segment 4 of C.R. 545 as addressed in this Agreement. 10% Threshold		476
2.8 - Village I Constructing Owners to satisfy the Pre-Construction Obligations and commence construction of Segment 5 of Flemings Road as addressed in this Agreement. 5% Threshold		238
2.9 - Village I Constructing Owners to satisfy the Pre-Construction Obligations and commence construction of Segment 6 of Flemings Road as addressed in this Agreement. 10% Threshold		476
2.10 - Village I Constructing Owners to obtain Certificate of Completion for all six segments of the Improvements. 10% Threshold.		477
100% Threshold.		4,759 Cumulative Trips

10.1 **Table 2 Notes:**

(a) Trip Allocations shown in Table 2 do not include trips associated with Pre-Approved Development. Pre-Approved Development may proceed with subsequent development approvals irrespective of the status and completion of various Performance Thresholds.

(b) Land use conversions and trip assignments may occur consistent with rates set forth in Table 3 below, or as agreed to by the County for uses not listed in Table 3.

(c) The Village I Signatory Owners shall establish and utilize a Village Escrow Agent and trip allocation / certificate issuance procedure generally consistent with those utilized by Village F.

(d) Trip Allocations must be available and assigned by the Village Escrow Agent prior to the County's approval of a plat for any single family residential project or prior to the issuance of a building permit or the recording of a subdivision plat for any non-single family project. Trips will be required by the County at the time of subdivision plat approval for a single-family residential development, or issuance of a building permit or the recording of a subdivision plat for any non-single family residential development.

(e) Any transportation impact fees or reservation fees that may be due by projects that currently have a CEL shall be paid to the Village Escrow Agent and not to the County.

(f) Any change to a development program that would result in an increase in total trips shall be subject to the County's concurrency management requirements as they may exist at the time, however all trips must be allocated and all Performance Thresholds must be satisfied.

11. **Monitoring Trip Generation.**

11.1 Trip Generation Rates. Trip generation for all development within the Property shall be measured by use of the trip generation rates set forth in Table 3, below. Said trip generation rates were derived from the 9th Edition Institute of Transportation Engineers Trip Generation Report ("**ITE Manual**"). Trip rates for land uses not listed in Table 3, below, shall be based on the ITE Manual, with the methodology for determining such trip rates to be agreed to by the County. These rates shall be used to determine trip generation for Village I throughout the term of this Agreement without regard to the publication of subsequent editions of the ITE Manual and without use of alternative trip generation equations or calculations.

(Remainder of this Page intentionally left blank – Table 3 follows)

Table 3

Trip Generation Rates

(NOTE: **Table 3** reflects the Trip Rates from the 9th Edition ITE Manual and will be used for determination of trips associated with a specific development application.)

<u>Land Use</u>	<u>Trip Rate</u>
Single Family (per unit)	0.90
Apartments (per unit)	0.56
Townhouse (per unit)	0.40
Retail (per 1,000 s.f.)	3.89
Office (per 1,000 s.f.)	2.52

Table 4

Summary of Total Trips for Village I, including CELs, and Total Trips for the Remaining Village I Development without CELs

(NOTE: **Table 4** summarizes the total trips associated with Village I, including those with CELs, as well as the trip totals for the remaining development without CELs.)

<u>Village</u>	<u>Build-out Total PM Peak Hour Two-Way Trips</u>
Village I (including approved CELs)	5,143
Village I (excluding approved CELs)	4,759

11.2 Trip Monitoring. In conjunction with each PSP or DP submitted for any Parcel within the Property, the Owners of each such Parcel shall indicate the total number of Trips to be generated by the development on each Parcel within the PSP or DP using the trip generation rate set forth in Table 3. The Village Escrow Agent shall maintain a cumulative record of the projected Trips associated with all such PSPs and DPs. Unless further approved by the County pursuant to the County's then existing Transportation Concurrency Management System or similar regulations, development within the Property shall not exceed the total allocated Trips of 4,759. In the event any Owner utilizes Transferrable Development Rights credits in order to increase the density of such Owner's property resulting in development within the Property that exceeds the total allocated Trips of 4,759, such Owner shall be solely responsible for satisfying concurrency requirements related to such excess density.

12. **Concurrency Vesting.**

12.1 **Satisfaction of Transportation Concurrency.** Any development proceeding in a manner consistent with the terms and conditions of this Agreement shall be deemed to have satisfied the County's transportation concurrency requirements, and therefore the transportation portion of the County's concurrency review fee shall be waived. Through continued compliance with the terms and conditions of this Agreement, the Signatory Owners, their successors, and assigns, shall satisfy the applicable transportation concurrency through full build-out of Village I up to a cumulative total of 4,759 Vested Trips (the "**Vested Trips**"), for so long as a transportation concurrency concept is applicable to Horizon West. A Confirmation Letter of vested trips shall be issued by the Transportation Planning Division periodically following receipt of a Certificate of Payment from the Village Escrow Agent for the trip thresholds set forth in **Table 2**. The County shall issue a **Confirmation Letter** in the form attached hereto as **Exhibit "C"** to the Village Escrow Agent for the Road Segments completed pursuant to this Agreement. A copy of the Confirmation Letter shall be issued by the Village Escrow Agent with an **Assignment of Vested Trips** in the form attached hereto as **Exhibit "D"** only to Constructing Owners that have satisfied the applicable threshold requirements for which the Confirmation Letter was issued. Notwithstanding any provision in the County Code to the contrary, including the requirement in Section 30-551 requiring that capacity be available for all public facilities prior to the issuance of a CEL, it shall not be a requirement that Trips are allocated to a project in Village I before such project may obtain a CEL (for applicable public facilities and services other than transportation) provided, however, that such project shall be required to obtain a CRC in accordance with County Code. If a CRC is not obtained within the required timeframe, and no extension has been granted, the CEL shall expire and the applicant shall be required to apply for a new CEL for such project. Under no circumstance shall a plat for a single-family residential project or building permit for a non-single-family project be approved prior to the allocation of Trips to a project subject to this Agreement.

12.2 INTENTIONALLY LEFT BLANK.

12.3 **Termination or Suspension of Concurrency.** In the event, the Florida Legislature or the Board terminates or suspends the application of transportation concurrency in Horizon West, this Agreement shall remain in effect, and Properties within Village I will be able to proceed to buildout in accordance with the terms of the approved SAP and approved PD's even if the total number of Trips allocated to Village I by this Agreement is exceeded. The Performance Thresholds and Trip Allocations set forth in **Table 2** above will still be used to establish the amount of development that can occur before the next mitigation measure is required.

12.4 **Full Trip Allocation.** Once the Village Escrow Agent has allocated all of the Trips in the Properties' 100% Trip allocation as set forth in **Table 2** above, then any land in the Properties which has not previously been allocated Trips from the Properties' Trip allocation shall immediately become subject to all applicable transportation concurrency requirements, if any which are in effect at that time, even if the owner of such land becomes a party to this Agreement after the Effective Date.

13. **Conveyance of Right-of-Way to County.**

13.1 **Conveyed Lands.** Signatory Owners shall convey to the County the Conveyed Lands as legally described and depicted pursuant to final permitted construction plans

for such Improvements. Conveyed Lands for any Segment to be constructed hereunder shall be conveyed to the County in accordance with Section 13.3 below of this Agreement. For the purposes of this Agreement, the required “**Conveyed Lands**” situated within the Properties shall include: (i) right-of-way in fee simple necessary for construction, maintenance, and/or operation of the Road Segments 1, 2, 3, 4, 5, and 6, and to include corner clips for interim and permanent traffic control devices, as the case may be, consistent with the respective approved DE&P for each Road Segment (“**ROW**”); (ii) all stormwater management area lands necessary for the detention, retention, and treatment of stormwater from C.R. 545 and Flemings Road, as such lands are identified by the DE&P for each Road Segment (the “**SMAs**”); and (iii) all easements necessary for the construction, maintenance, and/or operation of C.R. 545 and Flemings Road, as identified by the DE&P work, including without limitation temporary and permanent easements for construction, conveyance, drainage, landscaping, utilities, sidewalk, slope, Joint Use Ponds, Share Use Ponds, if any, and any other multi-purpose uses, as needed (collectively, the “**Easements**”). The ROW, SMAs, and Easements are collectively referred as “**ROW&E**.”

13.2 Stormwater Management Areas. With respect to the SMAs, the following terms shall apply:

(a) Except as provided in Section 13.2(b) and (c) below, SMAs shall be designed solely to accommodate storm drainage from the Improvements, and shall be conveyed in fee simple to the County by plat or by special warranty deed (the form of which deed is attached hereto as Exhibit “E”). The Constructing Owners and the County shall cooperate in good faith during the preparation of the PDS and/or the Alignment and Grade Study to agree upon the final location and configuration of the SMAs.

(b) Conveyed Lands for SMAs designed as County-owned Joint Use Ponds may initially be conveyed to the County by a temporary, non-exclusive drainage easement, which temporary easement shall provide that such easement shall terminate automatically (in whole or in part, as applicable) as to any part of the drainage easement area therein that is thereafter identified and included with lands platted by a subdivision plat approved by the County and recorded in the Public Records of Orange County, Florida (which plat may include portions (or all) of the drainage easement area therein and other lands, and the temporary drainage easement previously covering such now-platted Joint Use Pond(s) shall, by its own terms, terminate and be of no further force or effect). At such time as any portion of the Properties is platted, any Joint Use Ponds included within such lands platted shall be dedicated and conveyed to the County by such plat, and the temporary drainage easement previously covering such now-platted Joint Use Pond(s) shall, by its own terms, terminate and be of no further force or effect. The County may approve any request by any Signatory Owner to allow the SMA for publicly dedicated residential subdivision roads within the Signatory Owner’s land to be designed as Joint Use Pond; provided, however, that such request for a Joint Use Pond shall be governed by the County’s subdivision regulations, which may involve the formation of a County municipal benefit unit (“**MSBU**”) for the Property to cover the annual costs of maintaining such Joint Use Ponds, the cost of which will be prorated for the portion being used by the Signatory Owner’s publicly dedicated subdivision roads within a residential subdivision. To accommodate future development of the Properties, any temporary drainage easement granted by the Signatory Owners to the County pursuant to this Section 13.2(b) above shall provide that the drainage easement area therein may be relocated or reconfigured by the Signatory Owner(s), at its(their) expense, upon reasonable notice to and approval by the County, and provided that all required drainage for the Improvements is continually maintained during and after such relocation or reconfiguration of such drainage easement area(s).

(c) A Joint Use Pond will be distinguished from a privately owned Shared Use Pond as set forth immediately below:

(i) Joint Use Ponds. The County-owned SMAs servicing the Road Segments which are used as a joint use pond/conveyance system and designed to accommodate the drainage from C.R. 545 and/or Flemings Road and the stormwater runoff from any publicly dedicated subdivision roadway within Village I shall be deemed as ponds which shall be jointly used by the County and a Signatory Owner ("**Joint Use Pond**" or "**Joint Use Ponds**"). However, the foregoing shall not be construed to require that the County or any owner within Village I to agree to a Joint Use Pond. Stormwater runoff that is not from a publicly dedicated subdivision roadway, including, without limitation, commercial development, and any Orange County Public Schools property within Village I shall not be permitted to drain into any Joint Use Ponds. There shall be no payment of Road Credits for any Joint Use Ponds.

(ii) Shared Use Ponds. Privately owned SMAs servicing commercial development (including multi-family residential development) which are used as a shared use pond/conveyance system and designed to accommodate the drainage from a Village I owner's privately owned development and drainage from a publicly dedicated roadway outside of the particular development shall be deemed as shared use ponds ("**Shared Use Pond**" or "**Shared Use Ponds**"), which will require a separate Shared Use Pond Easement Agreement, which agreement shall be an "Easement" for purposes of this Agreement between the private owner and the County. However, the foregoing shall not be construed to require that the County or any owner within Village I to agree to a Shared Use Pond. There shall be no payment of Road Credits for Shared Use Ponds.

13.3 Procedure.

(a) Each Signatory Owner within Village I that is required to convey Conveyed Lands shall, within thirty (30) days following the County's execution of this Agreement, or as soon thereafter as reasonably possible (but no sooner than the completion and approval of the PDS or Alignment and Profile/Grad Study) deliver to the Village Escrow Agent a signed Special Warranty Deed substantially similar to the form attached hereto as Exhibit "E" sufficient to convey to the County marketable fee title to the portion of the Conveyed Lands to be conveyed in fee to the County (taken together, the "**Deeds**"). Within the same thirty (30) day time period, each Signatory Owner shall execute and deliver to the Village Escrow Agent any required Easements. The Easements shall substantially conform to the applicable sample master form County easement document attached hereto as Exhibit "F". Any required updates or revisions to the sketches of descriptions of the Conveyed Lands shall be at the sole expense of the Constructing Owner(s).

(b) The Village Escrow Agent shall hold the Deeds and Easements in escrow until all of the other requirements in Section 13.4 below for a particular corresponding Road Segment have been completed, and then shall deliver a complete package of the various conveyance Deeds and Easements to the County. The Conveyed Lands shall be conveyed free and clear of all liens and encumbrances, except for easements and matters of record acceptable to the County, but in no event shall the Conveyed Lands be conveyed subject to any matters of record recorded after the Effective Date of this Agreement, as provided in Section 13.8 below. Pursuant to separate agreement among the Signatory Owners, the owner of the Conveyed Lands shall pay all costs associated with the conveyance of the Conveyed Lands, including recording fees and any documentary stamps related to such conveyance. Ad valorem

taxes in connection with conveyance of the Conveyed Lands shall be pro-rated as of the date of transfer of title, and said pro-rated amount shall be paid by the Signatory Owners pursuant to separate agreement to the Orange County Tax Collector, in escrow, pursuant to Section 196.295, Florida Statutes, unless the conveyance occurs between November 1 and December 31 of the year of conveyance, in which case ad valorem taxes shall be paid in full by the conveying owners for the year of conveyance.

13.4 Delivery of Deeds and Easements. Not later than completion and approval by the County of the final permitted construction plans for any Road Segment of the Improvements, the Village Escrow Agent shall deliver to the Signatory Owners the final applicable legal descriptions for all Deeds and Easements, and Schedule B for the Easements (scope and description of the Easement) as approved by the County for the review and approval of the applicable Signatory Owner, and thereafter the Signatory Owners shall deliver to the Escrow Agent the Deeds and Easements to the Conveyed Lands for such Road Segment with such final legal descriptions for the Deed and Easements and Schedule B for the Easements, and Escrow Agent shall hold such Deeds and Easements in escrow until the other conveyance requirements set forth herein are completed, at which time Village Escrow Agent shall deliver the Deeds and Easements to the County. Within sixty (60) days after the Preliminary Design Study is complete, each Signatory Owner shall execute and deliver to Village Escrow Agent an additional Deed or Easement for SMAs owned by such Signatory Owner, if any, to the County, and the Village Escrow Agent shall hold such Deed(s) and/or Easement(s) in escrow until the other conveyance requirements set forth herein are completed, at which time Village Escrow Agent shall deliver the Deed(s) and/or Easement(s) to the County. If any additional Conveyed Lands are required, as determined by the County to complete any Road Segment of the Improvements, the County shall first notify the Village Escrow Agent of such requirement, and thereafter, the Village Escrow Agent shall within five (5) business days of receipt of such notice from County, notify each Signatory Owner of such requirement. Each Signatory Owner agrees to execute and deliver such required Deeds and/or Easements to Village Escrow Agent within thirty (30) days after Village Escrow Agent's request therefor. Notwithstanding the foregoing or any provision contained in this Agreement to the contrary, the County shall hold in escrow any Deeds and Easements for the portions of the Flemings Road which are in excess of the applicable Signatory Owner's APF responsibility until the applicable cash funding has been paid to the Village Escrow Agent in accordance with Section 8.1(b) above. Each Signatory Owner shall be entitled to enforce this provision by an action for specific performance against any other Signatory Owner that fails to execute and deliver such Deed(s) and/or Easement(s). Notwithstanding the foregoing, each Signatory Owner may also convey fee right-of-way and/or easement interests to the County through the subdivision plat process or by separate deed or easement conveyance, in accordance with the County's normal conveyance process.

13.5 Title Policy. Not less than sixty (60) days prior to conveyance of the Conveyed Lands, each Signatory Owner, at no cost to the County, shall deliver to County a commitment to issue an Owner's Policy of Title Insurance naming the County as the proposed insured and committing to insure the County's interest in the Conveyed Lands in an amount equal to the amount of Road Credits (and/or cash funding, as applicable) being received by such Signatory Owner for such conveyances (the "**Title Commitment**"). The original Owner's Policy of Title Insurance (the "**Title Policy**") shall be delivered by each Signatory Owner to the County, at no cost to the County, within forty-five (45) days after the recording of the conveyance of the Conveyed Lands. The cost of the Title Policy shall be shared by Signatory Owners pursuant to separate agreement.

13.6 Environmental Audit. Not less than sixty (60) days prior to conveyance, each Signatory Owner that has property that will be conveyed or encumbered in connection a pending conveyance, shall submit to County a current (within 6 months of conveyance to County) Phase I environmental site assessment ("**Phase I ESA**") of the Signatory Owner's property encompassed by the Conveyed Lands. The Signatory Owners acknowledge that the Phase I Improvements shall include a Phase I ESA of the areas encompassed by the Conveyed Lands. The Phase I ESA shall be conducted in accordance with the requirements of the All Appropriate Inquiries Final Rule, or with the standards set forth in the American Society for Testing and Materials (ASTM) E-1527-13. The Phase I environmental site assessment (and Phase II environmental site assessment, if applicable) must be expressly certified to the County and the Signatory Owners for use and reliance by the County and the Signatory Owners. In the event the Phase I ESA presents a matter of concern, as reasonably determined by the County, then prior to the conveyance, the applicable Signatory Owner(s) shall submit to County a Phase II environmental audit which shall be conducted in accordance with the requirements of the AAIFR and ASTM E-1903-11. If the Phase II environmental audit is performed and reveals the need for remediation to the Conveyed Lands, one of the following events shall occur: (i) the applicable Signatory Owner(s) shall remediate the Conveyed Lands to the County's satisfaction prior to the conveyance; or (ii) the applicable Signatory Owner(s) and County shall negotiate and enter into a separate agreement whereby the Owner shall pay the full cost of remediation; or (iii) the County may terminate this Agreement at its option.

13.7 Compliance with Section 286.23, Florida Statutes. Each Signatory Owner at the time of the conveyance of the Conveyed Lands shall execute and deliver to County the "Disclosure of Beneficial Interests" required pursuant to Section 286.23, Florida Statutes.

13.8 Subordination of Interests to the Conveyed Lands. The Signatory Owners hereby covenant and agree, and by recordation of this Agreement in the County public records hereby provide public notice to all successors or assigns of the Signatory Owners, that any and all easements, covenants, conditions, restrictions, agreements, or other encumbrances of any kind or nature against any Conveyed Lands that are recorded in the Public Records of Orange County, Florida after the recording of this Agreement shall be subordinate and subject to this Agreement and all conveyances of the Conveyed Lands pursuant to this Agreement. The Signatory Owners shall provide the County with a Notice of Subordination, the form of which is attached hereto as **Exhibit "J,"** and recording of which shall be concurrent with, but immediately following, the recording of this Agreement.

13.9 PDS, DE&P, Construction, and Funding of the Improvements.

(a) PDS.

(i) As a condition to being allocated Trips, Constructing Owners shall commence the PDS for the Road Segments 2, 3, and 4 Improvements, and a PDS or Alignment and Grade Study for Road Segments 5 and 6 (depending on whether the Signatory Owners control all of the ROW&E for Road Segments 5 and 6), pursuant to consulting contracts and budgets which shall be reviewed and approved by the County. It is acknowledged by the parties that the PDS for Road Segment 1 has been completed by the County, which was associated with the Horizon West Village H preliminary design study.

(ii) Flemings Road shall generally be of the cross-section identified in **Exhibit "A-4"** attached hereto, which includes a 112 ft. urban cross section, 40

mph design speed, on-street parking, and multi-purpose paths. Flemings Road will be designed to reflect characteristics of a collector roadway which may be posted at a lower speed, no subdivision walls or fences abutting proposed neighborhoods will be required, and may include an appropriate gateway feature at the Lake County line within the ROW.

(iii) The scope of services for the PDS shall include but not be limited to identification of appropriate alignment and profile, SMAs (defined below), environmental impacts, design characteristics, and necessary ROW&E, and intersection traffic control, all as outlined on **Exhibit "A-5"** (C.R. 545 and Flemings Rd. (*Preliminary Design Study – Professional Transportation Planning*)), or **Exhibit "A-7"** (*Flemings Road Preliminary Alignment and Grade Study*), as the case may be. The Constructing Owners designate the Project Engineer to provide such PDS or Alignment and Grade Study for the Improvements. The County shall be expressly designated as a third party beneficiary to any agreement between the Constructing Owners and the Project Engineer pertaining to the Improvements, and any such agreement shall require that the Project Engineer timely and satisfactorily respond to County comments throughout the design and engineering of the Improvements.

(b) DE&P.

(i) The Constructing Owners shall cause to be completed the DE&P for the Improvements, subject to review and approval by the County. The scope of services for the DE&P shall be completed for each Road Segment as outlined on **Exhibit "A-6"** (C.R. 545 (*Village I*) and *Flemings Road Civil Engineering Scope of Services*). Each design contract for any one or more of the Road Segments shall be subject to review and approval by the County. Each design contract shall clearly identify an individual lead consultant acceptable to the County who shall serve as the project manager ("PM") and be the primary point of contact for, and be required to coordinate with the County appointed contact person ("**County PM**") throughout the design process. The PM shall be responsible for all communications to and coordination with any and all consultants and sub-consultants. Each design contract shall designate the County as a third party beneficiary to all plans and electronic media associated with the Improvements. Plans for each Road Segment shall be subject to County review and approval. Submission of insufficient plans may result in delays and/or the County may refuse to accept such submissions for review.

(ii) It shall be the responsibility of the Constructing Owners to obtain all applicable permits for the Improvements, except that the County, at its election, may be a co-applicant where reasonable and preferable to the County.

(iii) All required environmental mitigation for the Improvements shall be the responsibility of the Constructing Owners and shall name the County as an intended beneficiary and/or co-owner of any mitigation credits. Notwithstanding the foregoing to the contrary, the costs for any additional required mitigation for Flemings Road above and beyond that which is required for the Flemings APF Road shall be the responsibility of the County.

(iv) If changes to the DE&P for one or more of the Road Segments or any of them are needed after the County has approved such work completed by the Constructing Owners or their consultants, contractor or others, the changes or updates will be the responsibility of the County, at the County's expense, unless (i) such changes or updates are required or initiated by the Constructing Owners, or required as a result of changes in the

Constructing Owner's design, engineering, or permitting of the particular Road Segment or Segments; (ii) updated plans or changes are required after expiration of the permitting for the particular Road Segment or Segments; or (iii) such changes are warranted due to errors or omissions in such completed work. Any requested change order to the permitted or completed Improvements must be submitted to County for its review and approval.

(v) Change orders that amount to no more than 10% of the total contract price for the Improvements of a particular individual Road Segment may be approved by staff. Change orders that amount to more than 10% of the contract price of the Improvements to a particular Road Segment shall require approval by the Board.

(c) Owner Construction and Coordination. In the event more than one Constructing Owner desires to construct a particular Road Segment Improvement, such Constructing Owners shall allocate the cost of such Road Segment Improvement by separate agreement amongst themselves (which be memorialized in a separate cooperation agreement ("**Cooperation Agreement**") by and between the Signatory Owners, some of which may also be Constructing Owners), and shall provide Village Escrow Agent with a true and correct copy of the Cooperation Agreement and any amendments thereto, along with commercially reasonable evidence of all payments made by such Constructing Owners pursuant to the Cooperation Agreement.

(d) Permits and Bonds. Prior to construction of any Improvements, the Constructing Owners shall:

(i) obtain all applicable permits (except that the County may be an applicant or co-applicant at the County's sole option) and final County construction plan approval; and

(ii) obtain and deliver to the County a payment and performance bonds, reasonably acceptable to the County, pursuant to Section 255.05, Florida Statutes, as it may be amended. The payment and performance bonds must be in an amount at least equal to the amount of the Improvement being constructed by each constructing contract, and name the County as dual-obligee. The surety company issuing the payment and performance bonds must meet the following qualifications:

(1) 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 must comply with the provisions of Section 255.05, Florida Statutes.

(2) 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."

(3) All bonds/surety instruments must 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.

(4) If the Surety on any bond furnished by Constructing Owners or their contractors is declared bankrupt or becomes insolvent or its right to do business is terminated in the state of Florida, or it ceases to meet the requirements imposed by the this Agreement, the Constructing Owner shall within five (5) days thereafter substitute another bond with another surety all of which shall be acceptable to the County.

(e) Post Design Services. The Constructing Owners shall contract with the Project Engineer to provide Post Design Services, as outlined in Section VIII of the attached **Exhibit "A-6"**.

(f) Bids and Contracts. Each construction contract for any one or more Road Segments must be approved by the County. The Constructing Owners shall obtain a minimum of three (3) bids from an FDOT qualified contractor or contractors acceptable to the County. The County must approve the awarding of each bid, which approval shall not be unreasonably withheld, conditioned, or delayed. The County shall complete its review of any bid submitted for approval within fifteen (15) days of receipt. Each construction contract shall clearly identify the Constructing Owners' PM, who shall serve as the primary point of contact for, and be required to coordinate with the County staff throughout the construction process. The PM shall be solely responsible for all communications to and coordination with any and all contractors and sub-contractors. The County shall be designated as a third-party beneficiary to each construction contract. Each scope of the construction work must be approved by the County, and shall be substantially consistent with the DE&P Work, unless otherwise agreed by the parties.

(g) Utilization Permits. Any required right-of-way utilization permits and/or rights of entry shall be the responsibility of the Constructing Owners; provided, however, the County shall issue such right-of-way utilization permits as applicable.

(h) County Self-Help. In the event the Constructing Owner does not satisfactorily perform the obligations for DE&P as set forth in this Agreement, after one hundred twenty (120) days written notice from the County to the Constructing Owners (with a copy to the Village Escrow Agent) giving the Constructing Owners the opportunity to commence and/or continue in good faith to perform the Constructing Owners' obligations, the County shall have the right but not the obligation to undertake or advance the DE&P, at the Constructing Owner's expense. In the event such Constructing Owner's obligation to the County is in the form of a cash reimbursement requirement to the County for any given reason under this Agreement, then the County may off set such amount equal to the amount of any such monetary obligation owed by the County under this Agreement to the Constructing Owner.

(i) Inspection by the County. The County shall have the right to inspect the work on the Improvements throughout the duration of construction. The County shall have the authority to request any construction or construction materials testing for any work on the Improvements. The cost of laboratory testing routinely performed on the job site or subsequent to samples typically retrieved from the job site shall be borne by the County, except for testing which is regularly called for in the County's Technical Provisions to be provided by the contractor. Concrete and soil-cement mix design and groundwater testing costs shall be borne by the contractor as part of the roadway construction costs. The Record Laboratory is the testing laboratory contracted by the County. Only results of testing by the Record Laboratory shall be considered in evaluating the contractor's compliance with the contract requirements unless otherwise approved by the County.

(j) Certificate of Completion. Upon completion of construction of each Road Segment, the County shall conduct a final inspection, and upon approval of the applicable Improvements, the County shall issue a certificate of completion (“**C of C**”) for the Improvements, which C of C shall not be unreasonably withheld, delayed, or conditioned.

(k) Maintenance Surety. Upon completion of the Improvements of any Road Segment(s), prior to the issuance of a C of C, the Constructing Owners shall deliver to the County a one-year maintenance surety covering all Improvements constructed, such surety to be in form of an Irrevocable Letter of Credit or cash or otherwise as acceptable to the County. From the date of completion of a Road Segment and drainage Improvements, until such time as such Segment of Improvements are accepted for maintenance by the County, the Constructing Owners shall be responsible for maintaining such Segment of Improvements, at their expense, the County standards as set forth in Chapter 34, Orange County Code, including landscaping, irrigation, and other improvements within the road ROW pursuant to a use agreement with the County. Upon the expiration of the one-year maintenance period, the County shall inspect the Improvements for a particular Road Segment or Segments to determine whether any additional work and/or any repairs are required. Upon a determination that no additional work and/or repairs is/are required, the County shall accept such Improvements for maintenance, and release the one-year maintenance surety. Notwithstanding the foregoing, with respect to Road Segment 5 and Road Segment 6 the County shall be responsible to cash fund its incremental share of the cost for any additional work and/or repairs that are required prior to such Segment of Improvements being accepted for maintenance by the County.

(l) Funding. Funding by the Constructing Owners and the County for construction only of C.R. 545 and Flemings Road is also addressed at Section 5.9 and Section 6.7 above, respectively.

(i) By the Constructing Owners.

(1) The funding of all DE&P and construction costs relating to each Segment of the Improvements undertaken by the Constructing Owners pursuant to this Agreement shall be the responsibility of the Constructing Owners provided, however, the Constructing Owners shall receive Road Credits therefor pursuant to the terms of Section 8 of this Agreement.

(2) For Flemings Road, the Village I Owners will fund their portion of the Improvements with an amount equivalent to the APF road, but will not receive transportation Road Credits for this funding.

(ii) By the County.

(1) For clarification and avoidance of any doubt, in the case where the County has an obligation to “**cash fund**” under this Agreement, such obligation shall mean that a cash payment shall be made directly to the intended receiving party. In contrast, for clarification and avoidance of any doubt, in the case where the County has an obligation to “**reimburse**” under this Agreement, such obligation shall mean that the Constructing Owners shall make the initial cash payment to the intended receiving party, and the County shall repay the Constructing Owners an amount of money equal to the initial cash

payment evidenced by monthly invoices, in either the form of cash or Road Credits, as the case may be.

(2) The County will cash reimburse on a monthly draw cycle evidenced by monthly invoices the actual, reasonable County-approved costs of construction of Road Segment 1 incurred by the Constructing Owners. The County will cash fund and use reasonable efforts to secure ROW&E for the Uncontrolled Lands required for this Road Segment 1, as further addressed in Section 5 above.

(3) The County will use reasonable efforts to secure Uncontrolled Lands required for Road Segment 2, 3, 4, and possibly 5, from Non-Signatory Owners. The Constructing Owners will be responsible at no cost to the County for funding the acquisition costs for any Uncontrolled Lands in Road Segments 2, 3, and/or 4 in accordance with Sections 5.2 and 5.3 above. In the event that anticipated costs of acquisition are exceeded for Road Segments 2, 3, and/or 4, the Constructing Owners will fund those additional costs, in accordance with Section 5.3 above. The Signatory Owners and the County will be responsible for funding the acquisition costs for any Uncontrolled Lands in Road Segment 5 as provided in Section 6.2 and 6.3 above. With respect to the portion of the acquisition costs for Uncontrolled Lands in Road Segment 5 which are to be funded by the Signatory Owners, in the event the anticipated costs of acquisition of such Uncontrolled Lands within Road Segment 5 are exceeded for such Segment, the Signatory Owners will fund those additional costs, in accordance with Section 6.3 above.

(4) For Flemings Road, the County will be responsible for the incremental cost difference between the typical APF road cost and 4-Lane Road cost. The County shall cash fund to the Village Escrow Agent the incremental cost of Conveyed Lands required for the 4-Lane Road (versus the APF right-of-way) in accordance with the provisions and procedures set forth in Section 8.1(b) of this Agreement. The County shall reimburse the Constructing Owners in cash for the increased costs and expenses paid by the Constructing Owners for the PDS or Alignment and Grade Study, the DE&P, and the construction of the 4-Lane Road.

(5) Subject to the final approval of this Agreement, and approval within the applicable County budget, the County shall update its Capital Improvement Program, including making available anticipated funding to support the production schedule as shown on Exhibit "A-2", for the Road Segments and drainage Improvements identified above. Upon Constructing Owners' notification on or before February 28 of any given year to the County of their desire to construct Road Segments 1, 5, and/or 6, subject to Board approval, the County will budget and cash fund its shared PDS, DE&P, and construction costs for such Road Segment(s) in the following Fiscal Year. In the event any given portion of the PDS, DE&P, and/or construction of the Improvements causes a County funding obligation that exceeds ten percent (10%) of the estimated costs shown on the attached Exhibit "A-3", such increased funding obligation shall require Board approval.

(6) For Road Segments 5 and 6, the County and the Constructing Owners shall reconcile the funding responsibilities for both the Constructing Owners and the County for PDS, DE&P, and construction. All costs are subject to County review and approval prior to the Construction Owners incurring any expense. The reconciliation of construction costs shall occur after procuring bids, but prior to the award of the respective contract, and will be calculated as follows:

a. PDS costs shall be paid for by the County, however, the Constructing Owners will initially fund such PDS costs and be reimbursed in cash by the County during County's fiscal year 2021.

b. The Constructing Owners are to provide two cost proposals from the Project Engineer for DE&P - one proposal will be for an E-Permit with the standard/typical APF roadway and the 4-lane facility, as referenced in Section 6 above, and as more particularly set forth Exhibit "A-3" (Roadway Improvements & Prelim. Cost Estimate), and the other will be for the County's Hybrid Scope for a 4-lane section. The County's responsibility for DE&P of Road Segments 5 and 6 will be the cost difference between the two proposals

c. The Constructing Owners will secure bids for the construction of the 4-laning of Flemings Road in accordance with Section 13.9(f) above. The Constructing Owners will also provide the County with copies of contracts for previous APF roads within Horizon West with similar cross sections, and update the unit prices to those provided by the contractors for the 4-lane bids. The County's financial responsibility for the construction of the 4-laning of Flemings Road will be the difference between the two

d. Mitigation costs that will be required for the APF cross section will be the responsibility of the Village I owners. Any mitigation costs incurred due to the wider road cross section will be paid by the County.

13.10 Roadway Landscaping Maintenance. The parties acknowledge that any roadway constructed by Constructing Owners pursuant to this Agreement may include a substantial amount of landscaping, hardscaping, and irrigation. Constructing Owners of a particular Segment, or a successor property owners' association created by such Constructing Owners, may maintain said roadway landscaping, hardscaping (excluding sidewalks within County right-of-way), and irrigation for the benefit of the Project. Accordingly, upon completion of construction of any County-required roadway hereunder, the parties may enter into a right-of-way use agreement with the County providing for the Constructing Owners or their successors or assigns to maintain all landscaping, hardscaping (excluding sidewalks within County right-of-way), and irrigation improvements constructed within said road rights-of-way. Any landscaping and irrigation installed by the Constructing Owners as required by the County to meet minimum Orange County Code median tree landscaping standards for roadways shall be considered Improvements hereunder, and the Constructing Owners may receive Road Credits therefor, provided, such Road Credits shall not exceed Seventy-Five Thousand and No/100 Dollars (\$75,000.00) per linear mile, all subject to the provisions of Section 8 of this Agreement. Any irrigation facilities designed and installed shall not be entitled to Road Credits.

13.11 Street lighting. Any street lighting installed by the Constructing Owners as required by the County shall meet minimum Orange County Code street lighting standards for roadways, shall be considered Improvements hereunder, and the Constructing Owners shall receive Road Credits therefor, based on the cost of County standard streetlight fixtures, and subject to the provisions of Section 8 of this Agreement. For Road Segments 5 and 6, the Signatory Owners may elect to provide upgraded, non-standard street lighting above the County's minimum street lighting, in which case the County may permit such Signatory Owners to establish an MSBU for such additional capital expenditures and/or operating costs.

14. **Insurance and Indemnification.** During the course of construction of any particular Road Segment constructed hereunder, the following provisions shall apply:

14.1 **Insurance.** The Constructing Owner(s) or its(their) contractor shall procure and maintain throughout the construction of the Improvements, insurance with limits and terms as specified below:

- Workers' compensation insurance with statutory workers' compensation limits and no less than \$1,000,000 limit for Employers' Liability with a waiver of subrogation in favor of the County, its consultants, agents, employees, and officials.
- 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 \$1,000,000 per occurrence and an aggregate limit of at least twice the per occurrence limit.
- Business automobile liability insurance for all owned, non-owned, and hired vehicles with a combined single limit of not less than \$1,000,000 per occurrence.
- Contractor's pollution liability insurance for all construction activities with a limit of not less than \$1,000,000 per incident.

The Constructing Owners shall be responsible for ensuring that each of their contractors and subcontractors of every tier procure and maintain the insurance specified above, and shall furnish to the County evidence of such insurance prior to commencement of construction. The County shall be specifically listed by endorsement as an additional insured on all insurance policies required herein, except workers' compensation. All coverage shall be primary and not contributory with any insurance or self-insurance maintained by the County. The County shall be notified at least thirty (30) days prior to any material change, cancellation, non-renewal of any policy required herein.

14.2 **Indemnification.** With the exception of any self-help remedy performance by the County under this Agreement where the County is negligent in the performance of its self-help remedies, the Constructing Owners agree, on their behalf, their agents, contractors, successors and assigns, that they shall, to the fullest extent of the 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 attorney's fees) or obligations of any kind including without limitation:

- bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the construction activities themselves) including the loss of use resulting therefrom;
- any act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in whole or in part by a party indemnified hereunder; and

- environmental assessments, evaluations, remediation, fines, penalties, and clean-up costs asserted by the County and arising out of or resulting from the Constructing Owners' performance of the construction activities.

Provided, however, if this Agreement or any underlying contract for construction of any Improvements is deemed by a court of competent jurisdiction to be a construction contract under Section 725.06, Florida Statutes, any obligation of the contractors to defend, indemnify or hold harmless the County, its officers, and employees shall be limited to an obligation to indemnify and hold harmless to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the contractors and persons employed or utilized by the contractors in the performance of the construction activities.

The indemnification provision contained herein shall survive the termination of this Agreement.

15. **Utilities.** This Agreement does not address utility requirements for the Improvements. The Constructing Owners shall coordinate with the Orange County Utilities Director, or a designee, with respect to any utility easements necessary to accommodate appropriately-sized wastewater sewer mains or lines, potable water mains or lines, and/or reclaimed water mains or lines, electrical lines, natural gas lines, and/or telecommunications lines.

16. **Notice.** Any notice delivered with respect to this 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, (ii) upon deposit of such notice with Federal Express, or another nationally recognized overnight carrier, 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, or (iii) 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 **County:** Orange County Administrator
P.O. Box 1393
201 S. Rosalind Ave
Orlando, FL 32802-1393

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

As to **Village Escrow Agent:** Shutts & Bowen LLP
300 South Orange Ave., Suite 1600
Orlando, Florida 32801
Attention: Daniel T. O'Keefe, Esq.

As to **Spring Grove**: Spring Grove, LLC
5956 Sherry Lane, Suite 1000
Dallas, TX 75225
Attention: _____

With a copy to: Akerman, LLP
420 South Orange Avenue, Suite 1200
Orlando, FL 32801
Attention: Jim McNeil, Esq.

As to **BB Groves**: BB Groves, LLC
5956 Sherry Lane, Suite 1000
Dallas, TX 75225
Attention: _____

With a copy to: Akerman, LLP
420 South Orange Avenue, Suite 1200
Orlando, FL 32801
Attention: Jim McNeil, Esq.

As to **Withers**: Withers, LLC
5956 Sherry Lane, Suite 1000
Dallas, TX 75225
Attention: Daniel A. Traylor

With a copy to: Akerman, LLP
420 South Orange Avenue, Suite 1200
Orlando, FL 32801
Attention: Jim McNeil, Esq.

As to **Columnar**: Columnar Partnership Holding I, LLC
6442 Commerce Park Drive, Suite 2
Fort Myers, FL 33966
Attention: Daniel A. Traylor

With a copy to: Akerman, LLP
420 South Orange Avenue, Suite 1200
Orlando, FL 32801
Attention: Jim McNeil, Esq.

As to **KRPC**: KRPC Hartzog, LLC
121 Garfield Avenue
Winter Park, FL 32789
Attention: Allan E. Keene

With a copy to: _____

As to **SP Commercial**: SP Commercial Investors, LLC
P.O. Box 135
Windermere, FL 34786
Attention: Thomas J. Karr, Jr.

With a copy to: _____

As to **Karr & Allen**: Thomas J. Karr, Jr. and Tami G. Karr
1005 W. 2nd Avenue
Windermere, FL 34786

And to: Donald R. Allen, Jr. and Patricia A. Allen
1005 W. 2nd Avenue
Windermere, FL 34786

With a copy to: _____

As to **Titan & Village I 545**: Titan-Liberty Lake Underhill Joint Venture
2281 Lee Road, Suite 204
Winter Park, FL 32789
Attention: Dell Avery

With a copy to: Paul Rosenthal, Esq.
2605 Norfolk Rd
Orlando, FL 32803-1344

And to: Village I 545, LLC
2281 Lee Road, Suite 204
Winter Park, FL 32789
Attention: J. Kenneth Fulmer

With a copy to: Paul Rosenthal, Esq.
2605 Norfolk Rd
Orlando, FL 32803-1344

As to **Spring Grove Properties**:
Spring Grove Properties, LLC
1353 Palmetto Avenue, Suite 101
Winter Park, FL 32789
Attention: Robert C. Hewitt, Manager

With a copy to:

[The portion of this Page below is intentionally left blank]

[The portion of this Page above is intentionally left blank]

As to **Lake Dennis:**

Lake Dennis, LLC
12044 Sandy Shores Drive
Windermere, FL 34786
Attention: Stephen D. Dunegan

With a copy to:

As to **M/I Homes:**

M/I Homes of Orlando, LLC
400 International Parkway, Suite 470
Lake Mary, FL 32746
Attention: David Byrnes

With a copy to: _____

As to **KHOV**: KHOV Winding Bay II, LLC
90 Matawan Road, Fifth Floor
Matawan, NJ 07747
Attention: _____

With a copy to: _____

17. **Covenants Running with the Land**. This Agreement shall run with the Property and shall be binding upon and shall inure to the benefit and detriment of the heirs, legal representatives, successors, and permitted assigns of each Signatory Owner and any person, firm, corporation, or other entity that may become the successor in interest to the Property or any Parcel. Notwithstanding the foregoing, however, the authority to (i) instruct Escrow Agent to make deductions from Village I transportation impact fee account, and (ii) modify or amend this Agreement shall remain with the Signatory Owners unless expressly assigned in writing to another third party by the Signatory Owners, and notice of such assignment is provided to the County of such assignment, in accordance with Section 19 below. ANY SUCH ASSIGNMENT SHALL HAVE SPECIFIC REFERENCE TO THIS SECTION 17 WITH SAID RIGHT TO ASSIGN. IF NO SUCH SPECIFIC ASSIGNMENT EXISTS, THE SIGNATORY OWNER SHALL CONTINUE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, AS AMENDED, BUT SUCH SIGNATORY OWNER SHALL HAVE NO RIGHTS TO AMEND THIS AGREEMENT AND SHALL BE BOUND BY AMENDMENTS TO THIS AGREEMENT ENTERED INTO WITHOUT SUCH SIGNATORY OWNER'S CONSENT. Additionally, notwithstanding the foregoing to the contrary, this Agreement shall not run with the land or be binding upon, or provide any rights as to this Agreement by a single family residential end user or homeowner of an attached or detached dwelling ("**Homeowner**").

18. **Recordation of Agreement**. An executed original of this Agreement shall be recorded, at the Signatory Owners' expense, in the Public Records of Orange County, Florida within thirty (30) days after the Effective Date. The cost of such recordation shall be split by the Signatory Owners pursuant to separate agreement.

19. **Assignment**. Any Signatory Owner may assign its rights and obligations under this Agreement, in whole or in part, to any third party only in conjunction with the conveyance of such Signatory Owner's Property or a portion thereof to such third party without the written consent of any other Owner or the County (but with notice and a copy of the assignment to the County and the Village Escrow Agent). In connection with any such assignment, such Signatory Owner and third party shall, at their own cost and expense, record an instrument in the public records assigning the applicable subject matter and extent of such Signatory Owner's rights and obligations and designating the portion of such the Signatory Owner's Property being conveyed.

20. **Applicable Law.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

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

22. **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.

23. **Relationship of Owners and County.** The Signatory Owners and County hereby acknowledge and agree that, notwithstanding any expressions or provisions contained herein or in any other document (if any), it is not their intention to create or establish between or among themselves any kind of entity (including, among others, a partnership or joint venture) or any particular legal relationship (i.e., other than as parties to a commercial contract), including, without limitation, any fiduciary, franchise, brokerage, investment contract or security, business opportunity, employment or agency relationship, whether for the purposes of this Agreement or for any other purpose whatsoever. Accordingly, and without limiting the generality of the foregoing, nothing in this Agreement or in any other document is intended or shall be deemed or construed to: (i) create or establish any duties, obligations or liabilities regarding any Signatory Owner or the County other than those expressly set forth herein, or (ii) prevent or limit or restrict in any way (except as limited by applicable law or the express terms of this Agreement) any Signatory Owner from (1) acting or dealing in its own business or personal self-interest in its sole and absolute discretion, even if such course of action or dealing competes or conflicts with the business or personal interests of any other Owner or Owners, or (2) entering into separate, undisclosed arrangements or contracts with any other Owner(s) regarding the subject matter of this Agreement or for any other lawful purpose. Furthermore, the County shall have no obligation to enforce any provisions between private owners.

24. **Limitation of Remedies.** County and the Signatory Owners 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 for all actions arising out of or in connection with this Agreement.

24.1 **Limitations on County's remedies.** Upon any failure by the Signatory Owner(s) to perform its(their) obligations under this Agreement, the County shall be limited strictly to only the following remedies:

(a) action for specific performance or injunction; or

(b) the right to set off, against the amounts of impact fees to be credited in favor of any Signatory Owner that has failed to perform its obligations under this Agreement, (i) any amounts due to County from the Signatory Owners under this Agreement but remaining unpaid, and (ii) the cost to County of performing any action or actions required to be done under this Agreement by the Signatory Owners, but which the Signatory Owners have failed or refused to do when required; or

(c) the withholding of development permits and other approvals or permits in connection with the defaulting party's development and/or the Property; or

- (d) any combination of the foregoing.

In addition to the foregoing, nothing in this Agreement prohibits or estops County from exercising its power of eminent domain with respect to the Conveyed Lands or any other portion of the Property as County may lawfully elect.

24.2 Limitations on Signatory Owners' remedies. Upon any failure by County to perform its obligations under this Agreement, the Signatory Owners shall be limited strictly to only the following remedies:

- (a) action for specific performance or writ of mandamus; or
- (b) action for injunction; or
- (c) action for declaratory judgment regarding the rights and obligations of Owners; or
- (d) any combination of the foregoing.

24.3 Remedies Among Signatory Owners. Any Signatory Owner shall have all remedies available at law or in equity to enforce any obligation of another Signatory Owner under this Agreement.

24.4 Attorneys' Fees. In any action in which the County is a party, all parties expressly agree that: (i) each party shall bear the cost of its own attorney fees and paralegal fees for any action, including mediation and appeals, arising out of or in connection with this Agreement; and (ii) that the parties shall not be entitled to any damages claim or recovery against the County. In any action solely between or among Signatory Owners, the Signatory Owners expressly agree that the prevailing party or parties shall be entitled to an award of attorneys' fees and costs from the non-prevailing party or parties, for any action, including mediation and appeals, arising out of or in connection with this Agreement.

24.5 Venue for any actions initiated under or in connection with this Agreement shall be in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida.

25. Counterparts. This Agreement may be executed in the number of counterparts as there are parties hereto plus one, any one and all of which shall constitute the agreement of the parties and shall be deemed one original instrument.

26. Amendment. This Agreement may be amended only in writing, formally executed in the same manner as this Agreement.

27. Authority to Contract. The execution of this Agreement has been duly authorized by the appropriate body or official of each party hereto.

28. Entire Agreement. This Agreement embodies and constitutes the entire understanding of the parties with respect to the subject matter addressed herein, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement.

29. **Interpretation**. The Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that all parties have contributed substantially and materially to the preparation hereof. 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.

(Remainder of this page intentionally left blank. Signature pages and Exhibits follow.)

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

"County"

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Bryan W. Brooks*
for Jerry L. Demings,
Orange County Mayor

Date: *28 January 2020*



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

By: *Katie Smith*
Deputy Clerk

Print name: Katie Smith

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

Witnesses:

“Village Escrow Agent”

Shutts & Bowen LLP, a Florida limited liability partnership

Mark Thomson
Print Name: **MARK D. THOMSON**

By: *Daniel T. O'Keefe*
Daniel T. O'Keefe, Esq., Partner

Terry E. Bissen
Print Name: **Terry E. Bissen**

Date: *January 21st, 2020*

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this *21st* day of *JANUARY*, 2020, by **Daniel T. O'Keefe, Esq.**, as a Partner with Shutts & Bowen LLP, a Florida limited liability partnership, on behalf of the partnership. He is personally known to me, or has produced _____ (type of identification) as identification.



Notary Signature: *Terry E. Bissen*
Print Name: **Terry E. Bissen**
Notary Public, State of **FLORIDA**
Commission Number: _____
My Commission Expires: _____

[Affix Notary Stamp or Seal]

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

Witnesses:

M. Kinsie D. Terrill
Print Name: _____

Marcia Bexley
Print Name: Marcia Bexley

“KRPC”

KRPC HARTZOG, LLC, a Florida limited liability company

By: Steve Rosser
Steve Rosser, Manager

Date: 1-15-20

1872
1873
1874

STATE OF Florida
COUNTY OF Orange

1875
1876
1877
1878
1879
1880

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15th day of January, 2020, by Steve Rosser, as Manager of KRPC HARTZOG, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me, or has produced _____ (type of identification) as identification.

1881
1882
1883
1884
1885
1886



Notary Signature: Marcia Ann Bexley
Print Name: Marcia Ann Bexley
Notary Public, State of Florida
Commission Number: GG 366 203
My Commission Expires: Aug. 15, 2023

1887
1888
1889
1890

[Affix Notary Stamp or Seal]

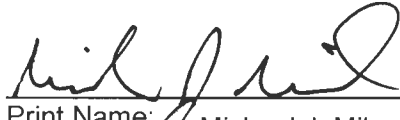
[SIGNATURES CONTINUE ON FOLLOWING PAGES]

1869
1870
1871

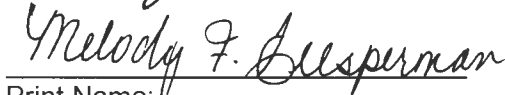
Witnesses:

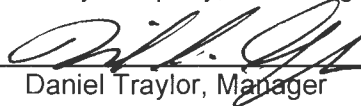
“Withers”

WITHERS, LLC, a Delaware limited liability company, registered to do business in the State of Florida as “Withers Properties, LLC”


Print Name: Michael J. Miles

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


Print Name: Melody F. Ellsperman

By: 
Daniel Traylor, Manager

Date: 01/15/2020

1872
1873
1874

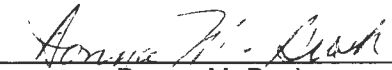
STATE OF INDIANA
COUNTY OF VANDERBURGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15th day of January, 2020, by Daniel Traylor, as Manager of CH II Withers, LLC, a Delaware limited liability company, the Manager of WITHERS, LLC, a Delaware limited liability company, registered to do business in the State of Florida as “Withers Properties, LLC”, on behalf of each company. He is personally known to me, or has produced _____ (type of identification) as identification.

1881
1882
1883
1884
1885
1886
1887
1888
1889
1890
1891



DONNA M. BUSH
Resident of Vanderburgh County, IN
Commission Expires: January 20, 2024

Notary Signature: 
Print Name: Donna M. Bush
Notary Public, State of Indiana
Commission Number: 677213
My Commission Expires: 01/20/2024

[Affix Notary Stamp or Seal]

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

Witnesses:

BIS Co 2
BIS Colon
 Print Name: Sean Hobson
 Print Name: Sean Hobson

“SP Commercial”

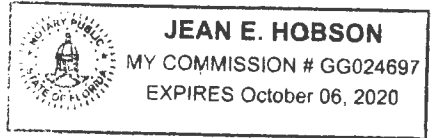
SP COMMERCIAL INVESTORS, LLC, a Florida limited liability company

By: *Thomas J. Karr, Jr.*
 Thomas J. Karr, Jr., Managing Member

Date: 1/15/2020

STATE OF Florida
 COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15 day of January, 2020, by Thomas J. Karr, Jr., as Managing Member of SP COMMERCIAL INVESTORS, LLC, a Florida limited liability, on behalf of the company. He is personally known to me, or has produced _____ (type of identification) as identification.



Notary Signature: *Jean E. Hobson*
 Print Name: JEAN E HOBSON
 Notary Public, State of _____
 Commission Number: _____
 My Commission Expires: _____

[Affix Notary Stamp or Seal]

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

Witnesses:

“Columnar”

**COLUMNAR PARTNERSHIP HOLDING I,
LLC**, an Indiana limited liability company

By: Columnar Holdings, LLC, an Indiana
limited liability company, its Manager

By: *[Signature]*
Daniel A. Traylor, President

Date: 01/15/2020

[Signature]
Print Name: Michael J. Miles

[Signature]
Print Name: Melody F. Ellsperman

1911

1912 STATE OF INDIANA

1913 COUNTY OF VANDERBURGH

1914 The foregoing instrument was acknowledged before me by means of physical
1915 presence or online notarization, this 15th day of January, 2020, by DANIEL A.
1916 TRAYLOR, as President of Columnar Holdings, LLC, an Indiana limited liability company, the
1917 Manager of COLUMNAR PARTNERSHIP HOLDING I, LLC, an Indiana limited liability company,
1918 on behalf each company. He is personally known to me, or has produced
1919 _____ (type of identification) as identification.

1920

1921

1922

1923

1924

1925

1926

1927

1928

1929

1930



DONNA M. BUSH
Resident of Vanderburgh County, IN
Commission Expires: January 20, 2024

[Affix Notary Stamp or Seal]

Notary Signature: *[Signature]*
Print Name: Donna M. Bush
Notary Public, State of Indiana
Commission Number: 677213
My Commission Expires: 01/20/2024

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

Witnesses:

JBIS Colon

JBIS Colon

Print Name:

Jean E Hobson
Jean + Hobson

Print Name:

"Karr & Allen"

Thomas J. Karr, Jr.

THOMAS J. KARR, JR.

Date:

1/15/2020

- 1954
- 1955
- 1956
- 1957
- 1958
- 1959
- 1960
- 1961
- 1962
- 1963
- 1964
- 1965
- 1966
- 1967
- 1968
- 1969
- 1970
- 1971

STATE OF *Florida*
COUNTY OF *Orange*

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this *15* day of *January*, 2020, by THOMAS J. KARR, JR., a married man. He is personally known to me, or has produced _____ (type of identification) as identification.



[Affix Notary Stamp or Seal]

Notary Signature: *Jean E Hobson*
Print Name: *Jean E Hobson*
Notary Public, State of _____
Commission Number: _____
My Commission Expires: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

Witnesses:

[Signature]

[Signature]

Print Name:

Jean E Hobson

Print Name:

Jean E Hobson

"Karr & Allen" (Continued)

[Signature]

TAMI G. KARR

Date:

1/15/2020

1972
1973
1974

1975
1976
1977
1978
1979
1980
1981
1982
1983
1984
1985
1986
1987

STATE OF
COUNTY OF

Florida
Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15 day of January, 2020, by TAMI G. KARR, a married woman. She is personally known to me, or has produced (type of identification) as identification.



Notary Signature:

Print Name:

Notary Public, State of

Commission Number:

My Commission Expires:

[Signature]
Jean E Hobson

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

Witnesses:

Chris Cochran
Chris Cochran

Print Name:

Jean E Hobson
Jean E Hobson

Print Name:

“Karr & Allen” (Continued)

Donald R. Allen, Jr.
DONALD R. ALLEN, JR.

Date:

1/15/2020

- 1988
- 1989
- 1990
- 1991
- 1992
- 1993
- 1994
- 1995
- 1996
- 1997
- 1998
- 1999
- 2000
- 2001
- 2002
- 2003
- 2004
- 2005
- 2006

STATE OF
COUNTY OF

Florida
Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15 day of January, 2020, by DONALD R. ALLEN, JR, a married man. He is personally known to me, or has produced _____ (type of identification) as identification.

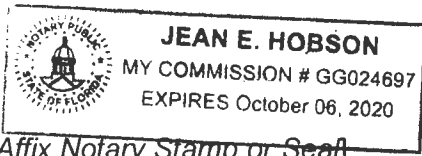
Notary Signature:

Print Name:

Notary Public, State of _____

Commission Number: _____

My Commission Expires: _____



[Affix Notary Stamp or Seal]

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

Witnesses:

[Handwritten Signature]

TRIS COLON

Print Name: _____

[Handwritten Signature]

Print Name: _____

“Karr & Allen” (Continued)

[Handwritten Signature]

PATRICIA A. ALLEN

Date: _____

1/15/2020

2007
2008
2009

STATE OF *Florida*
COUNTY OF *Orange*

2010
2011
2012
2013
2014
2015
2016
2017
2018
2019
2020
2021
2022
2023
2024
2025
2026
2027
2028
2029
2030
2031
2032
2033
2034
2035
2036
2037
2038
2039
2040
2041
2042
2043
2044

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this *15* day of *January*, 2020, by PATRICIA A. ALLEN, a married woman. She is personally known to me, or has produced _____ (type of identification) as identification.



Notary Signature: _____

Print Name: _____

Notary Public, State of _____

Commission Number: _____

My Commission Expires: _____

[Affix Notary Stamp or Seal]

**Joinder and Consent
of**

James L. Gissy, as Trustee of the James L. Gissy Revocable Trust dated April 19, 1999

The undersigned, James L. Gissy, as Trustee of the James L. Gissy Revocable Trust dated April 19, 1999, holder and mortgagee of that certain Mortgage, dated July 29, 2010, and filed in Official Records Book 10082, Page 8411, given by Donald R. Allen and Patricia A. Allen as mortgagors thereunder, and representing an undivided 50% vested interest of the real property owned Karr & Allen, as modified by that certain Mortgage Modification Agreement, recorded November 27, 2019 as Official Records Document No. 20190748643 (collectively, the "**Mortgage**"), hereby joins in and consents to this Village I Horizon West Road Network Agreement (C.R. 545, a/k/a Avalon Road, and Flemings Road) (this "**Road Agreement**"), and agrees that the Mortgage is hereby subordinated to this Road Agreement.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed as of the date indicated below.

Witnesses:

Sign: [Signature]
Print Name: JAMES L. GISSY

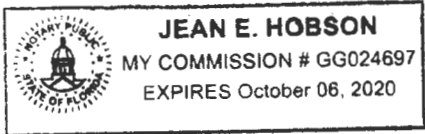
[Signature]
**JAMES L. GISSY, AS TRUSTEE OF THE
JAMES L. GISSY REVOCABLE TRUST
DATED APRIL 19, 1999**

Sign: [Signature]
Print Name: JEAN E. HOBSON

Date: 1/15, 2020

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15 day of January, 2020, by JAMES L. GISSY, TRUSTEE of the James L. Gissy Revocable Trust dated April 19, 1999. He is personally known to me, or has produced _____ (type of identification) as identification.



Sign: [Signature]
Print Name: JEAN E. HOBSON
Notary Public, State of _____
My Commission Expires: _____
Commission Number: _____

[Affix Notary Stamp or Seal]

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

Witnesses:

“Titan & Village I 545”

TITAN-LIBERTY LAKE UNDERHILL JOINT VENTURE, a Florida general partnership

Neco Downey
Print Name: Neco Downey

[Signature]
Print Name: STAN PIETKIEWICZ

By: Titan Lake Underhill, Inc., a Florida corporation, its Managing Partner

By: [Signature]
Dell Avery, Vice President

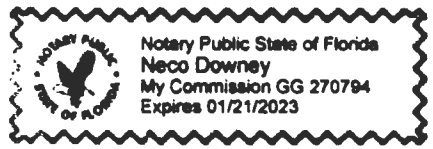
Date: 1/16/20

2064
2065
2066

2067
2068
2069
2070
2071
2072
2073
2074
2075
2076
2077
2078
2079
2080
2081
2082
2083
2084

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 16 day of January, 2020, by Dell Avery, as Vice-President of Titan Lake Underhill, Inc., a Florida corporation, the Managing Partner of TITAN-LIBERTY LAKE UNDERHILL JOINT VENTURE, a Florida general partnership, on behalf said corporation and said joint venture. He is personally known to me, or has produced _____ (type of identification) as identification.



Notary Signature: Neco Downey
Print Name: Neco Downey
Notary Public, State of Florida
Commission Number: GG 270794
My Commission Expires: 01/21/2023

[Affix Notary Stamp or Seal]

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

Witnesses:

“Titan & Village I 545”

VILLAGE I 545, a Florida limited liability
company

Neco Downey
Print Name: Neco Downey

By: [Signature]
J. Kenneth Fulmer, Manager

Date: 1/16/20

[Signature]
Print Name: STAN PIETKIEWICZ

2085
2086
2087

STATE OF Florida
COUNTY OF Orange

2088
2089
2090
2091
2092
2093
2094

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 16 day of January, 2020, b J. Kenneth Fulmer, as Manager of VILLAGE I 545, a Florida limited liability company, on behalf of the company. He is personally known to me, or has produced _____ (type of identification) as identification.

2095
2096
2097
2098
2099



Notary Signature: Neco Downey
Print Name: Neco Downey
Notary Public, State of Florida
Commission Number: GG 270794
My Commission Expires: 01/21/2023

2100
2101
2102
2103
2104
2105

[Affix Notary Stamp or Seal]

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

Road Network Agreement
Village I Horizon West - 2020

2083
2084

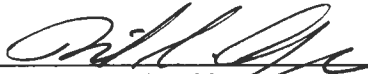
Witnesses:

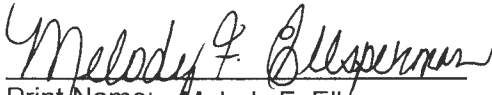
“Spring Grove”

SPRING GROVE, LLC, a Delaware limited liability company

By: CH II Spring Grove, LLC, a Delaware limited liability company, its Manager


Print Name: Michael J. Miles

By: 
Daniel Traylor, Manager


Print Name: Melody F. Ellsperman

Date: 01/15/2020

2085
2086
2087

STATE OF INDIANA
COUNTY OF VANDERBURGH

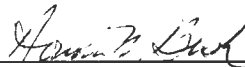
2088
2089
2090
2091
2092
2093

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15th day of January, 2020, by **Daniel Traylor**, as Manager of CH II Spring Grove, LLC, a Delaware limited liability company, the Manager of Spring Grove, LLC, a Delaware limited liability company, on behalf of the company. He is personally known to me, or has produced _____ (type of identification) as identification.

2094
2095
2096
2097
2098
2099
2100
2101
2102
2103
2104
2105



DONNA M. BUSH
Resident of Vanderburgh County, IN
Commission Expires: January 20, 2024

Notary Signature: 
Print Name: Donna M. Bush
Notary Public, State of Indiana
Commission Number: 677213
My Commission Expires: 01/20/2024

[Affix Notary Stamp or Seal]

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

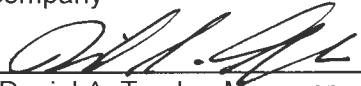
2106


Witnesses:

“BB Groves”

BB GROVES, LLC, a Delaware limited liability company, doing business in Florida as B Bank Groves, LLC, a Delaware limited liability company


Print Name: Michael J. Miles

By: 
Daniel A. Traylor, Manager


Print Name: Melody F. Ellsperman

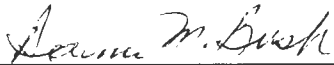
Date: 01/15/2020

2107 STATE OF INDIANA

2108 COUNTY OF VANDERBURGH

2109 The foregoing instrument was acknowledged before me by means of physical
2110 presence or online notarization, this 15th day of January, 2020, by Daniel A.
2111 Traylor, as Manager of BB GROVES, LLC, a Delaware limited liability company, doing business
2112 in Florida as B Bank Groves, LLC, a Delaware limited liability company, on behalf of the company.
2113 He is personally known to me, or has produced _____ (type of
2114 identification) as identification.

2115

Notary Signature: 

2116

Print Name: Donna M. Bush

2117



DONNA M. BUSH
Resident of Vanderburgh County, IN
Commission Expires: January 20, 2024

Notary Public, State of Indiana

2118

Commission Number: 677213

2119

My Commission Expires: 01/20/2024

2120

[Affix Notary Stamp or Seal]

2121

2122

2123

2124

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

2125

2126

[This Page is intentionally left blank]

[This Page is intentionally left blank]

[This Page is intentionally left blank]

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

2213

Witnesses:

“Spring Grove Properties”

SPRING GROVE PROPERTIES, LLC, a
Florida limited liability company

Thomas Hewitt

Print Name: *Andrew M. Beach*

Print Name: *Andrew M. Beach*

By: *Robert C. Hewitt*

Robert C. Hewitt, Managing Member

Date: *1/16/20*

2214

2215

2216

STATE OF Florida
COUNTY OF Orange

2217

2218

2219

2220

2221

2222

2223

2224

2225

2226

2227

2228

2229

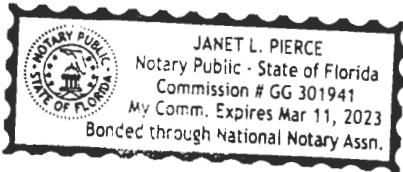
2230

2231

2232

2233

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 16 day of January, 2020, by Robert C. Hewitt, as Managing Member of SPRING GROVE PROPERTIES, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me, or has produced _____ (type of identification) as identification.



[Affix Notary Stamp or Seal]

Notary Signature: *Janet L. Pierce*
Print Name: Janet L. Pierce
Notary Public, State of Florida
Commission Number: GG-301941
My Commission Expires: Mar. 11, 2023

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

Road Network Agreement
Village I Horizon West - 2020

Witnesses:

"Lake Dennis"

LAKE DENNIS, LLC, a Florida limited liability company

Melissa R. Martinez
Print Name: MELISSA R. MARTINEZ

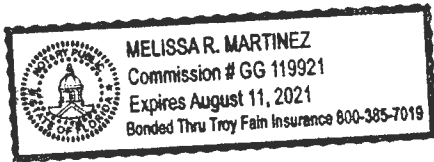
By: [Signature]
Stephen D. Dunegan, Manager

[Signature]
Print Name: Sean Ellis

Date: 1/16/20

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 16 day of January, 2020, by Stephen D. Dunegan, as Manager of LAKE DENNIS, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me, or has produced FL DL (type of identification) as identification.



Notary Signature: [Signature]
Print Name: Melissa R. Martinez
Notary Public, State of Florida
Commission Number: GG 119921
My Commission Expires: 8/11/21

[Affix Notary Stamp or Seal]

[SIGNATURES CONTINUE ON FOLLOWING PAGES]
]

Road Network Agreement
Village I Horizon West - 2020

Witnesses:

“M/I Homes”

M/I HOMES OF ORLANDO, LLC, a Florida
limited liability company

Katherine Hanchi
Print Name: Katherine Hanchi

By: Daniel Kaiser
Daniel Kaiser, Vice President

Kris Colne
Print Name: KRIS Colne

Date: 1-16-2020

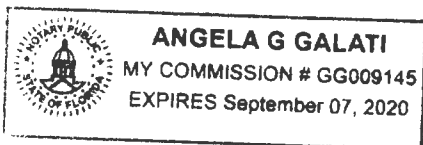
2257
2258
2259

STATE OF Florida
COUNTY OF Seminole

2260
2261
2262
2263
2264

The foregoing instrument was acknowledged before me by means of physical
presence or online notarization, this 16 day of January, 2020, by Daniel
Kaiser, as Vice President of M/I HOMES OF ORLANDO, LLC, a Florida limited liability
company, on behalf of the company. He is personally known to me, or has produced
(type of identification) as identification.

2265
2266
2267
2268
2269



Notary Signature: Angela G Galati
Print Name: Angela G Galati
Notary Public, State of Florida
Commission Number: GG009145
My Commission Expires: 9-7-2020

2270
2271
2272
2273
2274
2275
2276
2277

[Affix Notary Stamp or Seal]

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

Road Network Agreement
Village I Horizon West - 2020

Witnesses:

"KHOV"

KHOV Winding Bay II, LLC, a Florida limited liability company

By: Hovnanian Developments of Florida, Inc., a Florida corporation, its Authorized Member

Print Name:

Michael Perri

Guy Toussell

Print Name:

Guy Toussell

By:

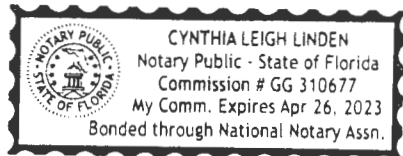
Justin Allen, Vice President – Land Acquisition and Development

Date:

01-16-2020

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 16 day of January, 2020, by Justin Allen, as Vice President – Land Acquisition and Development of Hovnanian Developments of Florida, Inc., a Florida corporation, Authorized Member of KHOV WINDING BAY II, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me, or has produced _____ (type of identification) as identification.



Sign:

Print Name:

Cynthia Leigh Linden

Notary Public, State of

Florida

My Commission Expires:

April 26, 2023

Commission Number:

GG 31027

[Affix Notary Stamp or Seal]

**[Joinder and Consent of Valley National Bank,
holder of a Mortgage and Security Agreement that encumbers the KHOV Parcel follows]**

2298
2299
2300
2301
2302
2303
2304
2305
2306
2307
2308
2309
2310
2311
2312
2313
2314
2315
2316
2317
2318
2319
2320
2321
2322

**Joinder and Consent
of
Valley National Bank**

The undersigned, Valley National Bank, holder and mortgagee of that certain Mortgage and Security Agreement executed by KHOV Winding Bay II, LLC, a Florida limited liability company, Mortgagor, in favor of Valley National Bank, Mortgagee, dated June 21, 2018, in the original principal amount of \$13,408,162.00, recorded June 26, 2018, in Official Records Instrument Number 20180375630; Subordination of Encumbrance to Property Rights to Orange County recorded December 21, 2018, in Official Records Instrument Number 20180740355; Amended and Restated Mortgage and Security Agreement and Spreader Agreement recorded March 21, 2019, in Official Records Instrument Number 20190166272; Subordination of Encumbrances to Property Rights to Orange County recorded September 13, 2019, in Official Records Instrument Number 20190567849, Absolute Assignment of Rents and Leases recorded June 26, 2018, in Official Records Instrument No. 20180375631, and Amended and Restated Absolute Assignment of Rents and Leases recorded March 21, 2019, in Official Records Instrument Number 20190166273, and UCC-1 Financing Statement recorded June 26, 2018, in Official Records Instrument No. 20180375634 and recorded March 21, 2019, in Official Records Instrument No. 20190166274 (collectively, the "Mortgage"), hereby joins in and consents to this Village I Horizon West Road Network Agreement (C.R. 545, a/k/a Avalon Road, and Flemings Road) (this "Road Agreement"), and agrees that the Mortgage is hereby subordinated to this Road Agreement.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed as of the date indicated below.

Witnesses:

VALLEY NATIONAL BANK

Sign: [Signature]
Print Name: Jamie Payne
Vice President

By: [Signature]
Print Name: ALFRED SORRENTINO, JR.
~~First Senior Vice President~~

Sign: [Signature]
Print Name: PATRICIA BOTSOLAS
BANK OFFICER

Title: _____
Date: January 16, 2020

2323 STATE OF New Jersey
2324 COUNTY OF PASSAIC

2325 The foregoing instrument was acknowledged before me by means of physical presence
2326 or online notarization, this 16th day of January, 2020, by _____
2327 Alfred Sorrentino, as ESVP of VALLEY NATIONAL BANK,
2328 who is personally known to me, or who has produced _____
2329 (type of identification) as identification.

2330
2331
2332
2333
2334
2335

Sign: [Signature]
Print Name: _____
Notary Public, State of MARIA NICOSIA
My Commission Expires: NOTARY PUBLIC OF NEW JERSEY
Commission Number: MY COMMISSION EXPIRES APRIL 13, 2021

[Affix Notary Stamp or Seal]

List of Agreement Exhibits

<u>Exhibit "A-1"</u>	Project Location and Segment Map
<u>Exhibit "A-1.1"</u>	Village I Cross Reference Map
<u>Exhibit "A-2"</u>	Proposed Roadway Improvement Production Schedule
<u>Exhibit "A-3"</u>	Roadway Improvements & Prelim. Cost Estimate
<u>Exhibit "A-4"</u>	Conceptual Cross Section for C.R. 545, Flemings Road Typical Section, and APF Road Typical Section
<u>Exhibit "A-5"</u>	Scope of Preliminary Design Study for Each Road Segment
<u>Exhibit "A-6"</u>	Scope of the Final Design, Engineering, and Permitting for each Road Segment
<u>Exhibit "A-7"</u>	Flemings Road Preliminary Alignment and Grade Study
<u>Exhibit "B" (Composite)</u>	Parcel ID Numbers and Property Legal Descriptions
<u>Exhibit "C"</u>	Confirmation Letter
<u>Exhibit "D"</u>	Assignment of Vested Trips
<u>Exhibit "E"</u>	Form of Special Warranty Deed
<u>Exhibit "F"</u>	Form of "Master" County Easement Form
<u>Exhibit "G"</u>	Impact Fee Credit Voucher
<u>Exhibit "H"</u>	Form of Assignment of Road Credits
<u>Exhibit "I"</u>	Form of Certificate of Payment
<u>Exhibit "J"</u>	Form of Notice of Subordination

[EXHIBITS ON THE FOLLOWING PAGES]

Exhibit "A-1"
Project Location and Segment Map

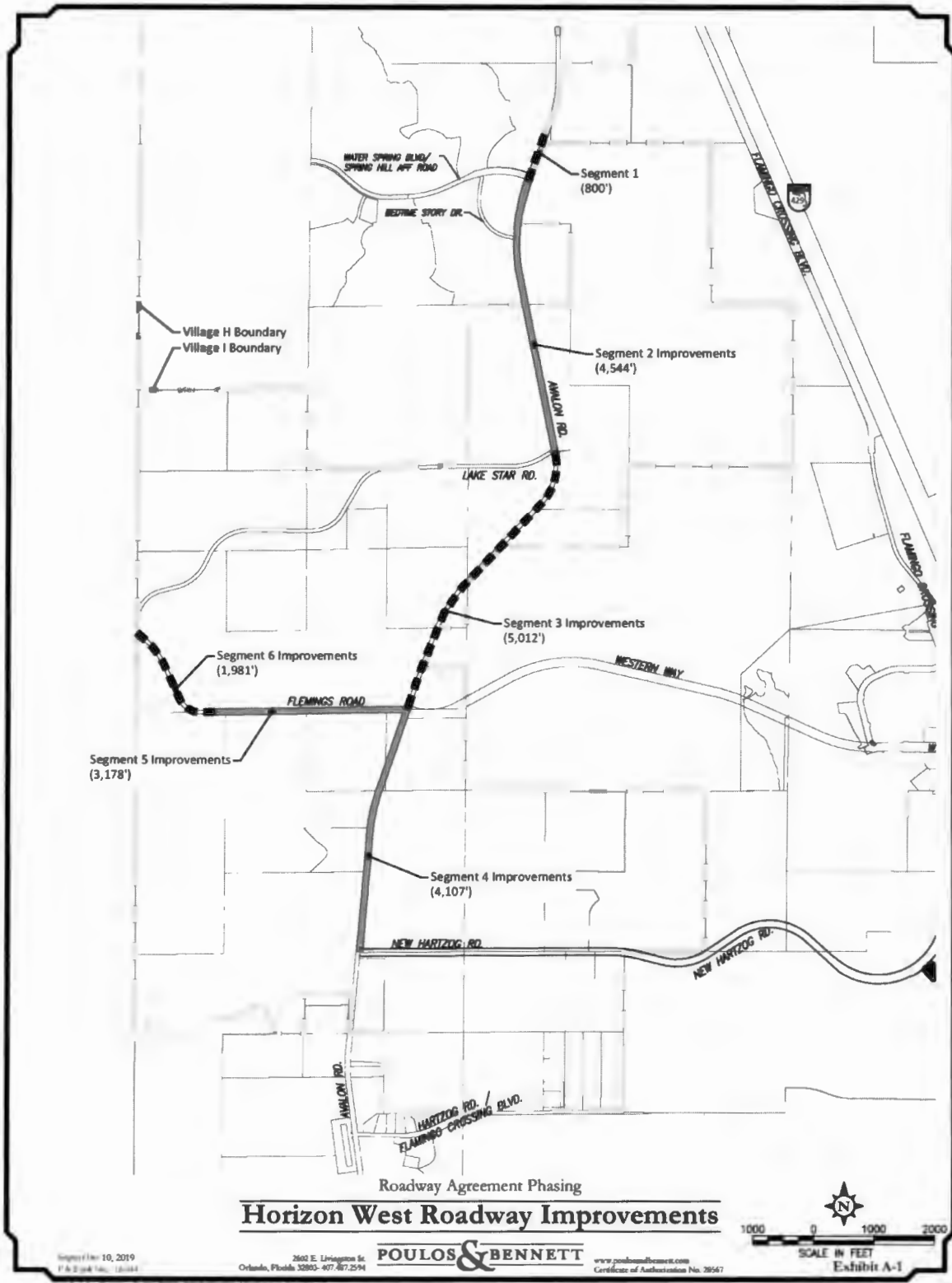


Exhibit "A-1.1" Village I Cross Reference Map

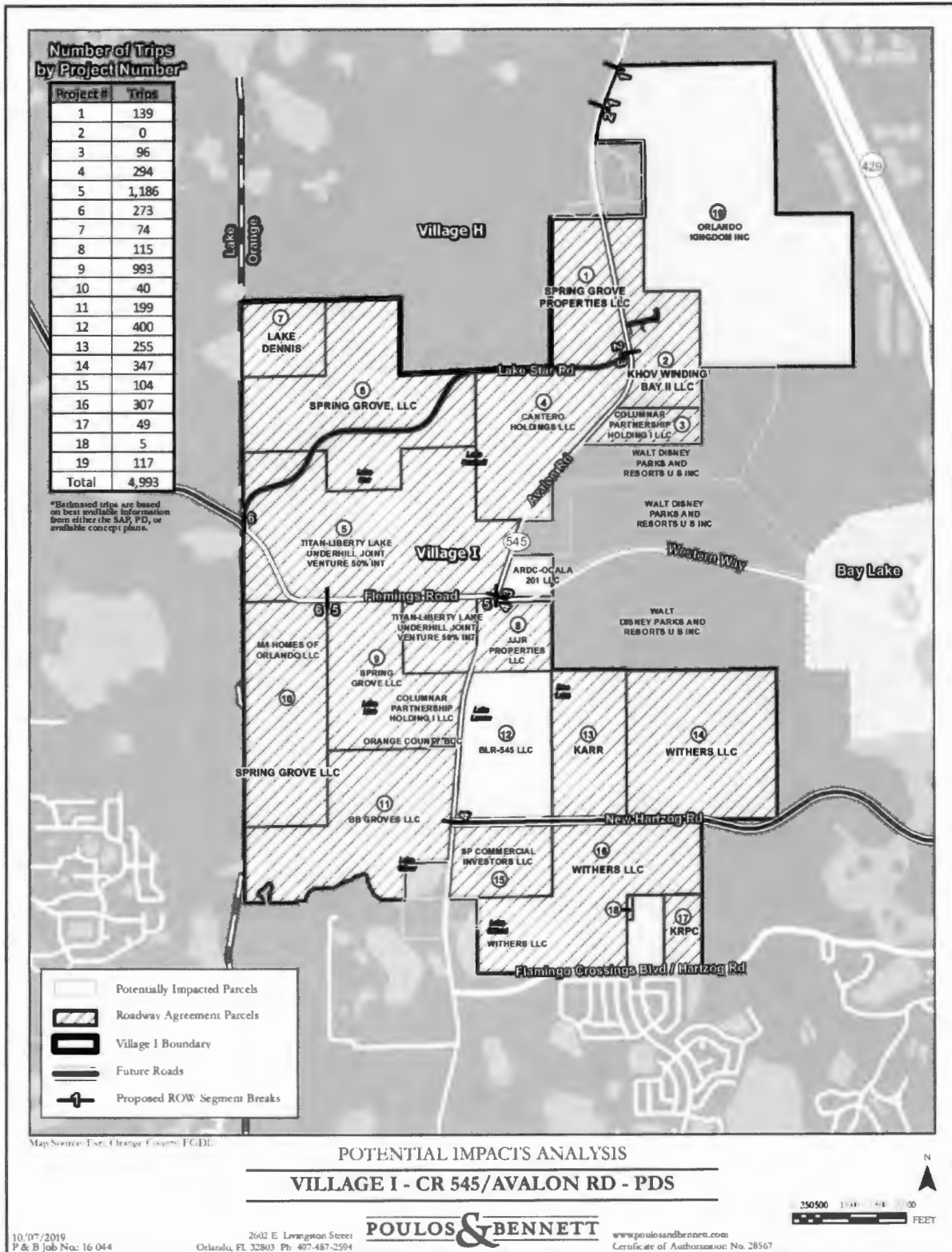


Exhibit "A-2"

Proposed Roadway Improvement Production Schedule

Project	2019												2020												2021											
	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct							
Road Agreement							BCC																													
PDS 545 & Fleming							Commence PDS										BCC																			
CR 545 D, E & P																																				
Segment 1 D, E & P																																				
Segment 1 Construction																																				
Segment 2 D, E & P																																				
Segment 2 Construction																																				
Segment 3 D, E & P																																				
Segment 3 Construction																																				
Segment 4 D, E & P																																				
Segment 4 Construction																																				
Fleming Road D, E & P																																				
Segment 5 D, E & P																																				
Segment 6 D, E & P																																				
Segment 5 Construction																																				
Segment 6 Construction																																				
NOTES:																																				
Assumes right-of-way will be conveyed for each segment and eminent domain will not be required.																																				

Exhibit "A-3"
Roadway Improvements & Prelim. Cost Estimate

[See Next Page]

**VILLAGE I
C.R. 545 ROADWAY IMPROVEMENTS
PRELIMINARY ESTIMATED COSTS
(Based on Orange County 2017 Average Costs)**

Roadway	Segment Description	Existing	Future	Length (Miles)	Unit Cost Construction & D,E&P (mile) ^[1]	Estimated D, E & P Costs	Estimated Construction Cost	Total Cost (Based on O.C. Avg per lane mile cost)	
CR 545 & Flemings	Preliminary Design Study (CR 545 and Flemings Rd)			3.8		\$ 275,636	\$ 1,052,930	\$ -	\$ 1,052,930
Segment 1 ("Gap" Segment)	Terminus of CR 545 Village H Improvements to Southern Loop Rd	2 Lane	4 Lane	0.15	\$ 7,396,600	\$ 166,305	\$ 875,612	\$ 1,041,917	
Segment 2	Southern Loop Rd to Lake Star Rd	2 Lane	4 Lane	0.86	\$ 7,396,600	\$ 953,484	\$ 5,020,178	\$ 5,973,661	
Segment 3	Lake Star Rd to Flemings Rd	2 Lane	4 Lane	0.95	\$ 7,396,600	\$ 1,053,267	\$ 5,545,545	\$ 6,598,812	
Segment 4	Flemings Rd to New Hartzog Rd	2 Lane	4 Lane	0.77	\$ 7,396,600	\$ 853,701	\$ 4,494,810	\$ 5,348,511	
			TOTAL	2.73		\$ 4,079,686	\$ 15,936,146	\$ 20,015,832	
Flemings Rd - Segment 5	CR 545 to "Jaffers PD" entrance	2 Lane	2 Lane	0.60	\$ -	\$ 146,362	\$ 1,219,680	\$ 1,366,042	
	CR 545 to "Jaffers PD" entrance	2 Lane	2 Lane	0.60	\$ -	\$ 483,890	\$ 2,282,770	\$ 2,932,042	
	SUBTOTAL							\$ 4,298,083	
Flemings Rd - Segment 6	Jaffers PD entrance to county line	2 Lane	2 Lane	0.37	\$ -	\$ 90,256	\$ 752,136	\$ 842,392	
	Jaffers PD entrance to county line	2 Lane	2 Lane	0.37	\$ -	\$ 298,399	\$ 1,407,708	\$ 1,808,097	
	SUBTOTAL							\$ 2,650,489	
Village I Property Owners Obligations (TOTAL)								\$ 21,182,348	
Village I Property Owners Obligations - Impact Fee Creditable								\$ 18,973,914	
Orange County Obligations								\$ 5,782,052	
Total								\$ 28,994,200	

Notes:

1. Estimated Unit Cost assumes \$7,396,600 for Design, Engineering & Permitting (D, E, P) & construction of 4-lane roadway section; does not include right-of-way acquisition; based on 2017 Orange Co Avg cost
2. Estimated Unit Cost for Flemings assumes 2017 County average cost for a 4-lane Collector roadway
3. All segment lengths are approximate and subject to final design, engineering and permitting

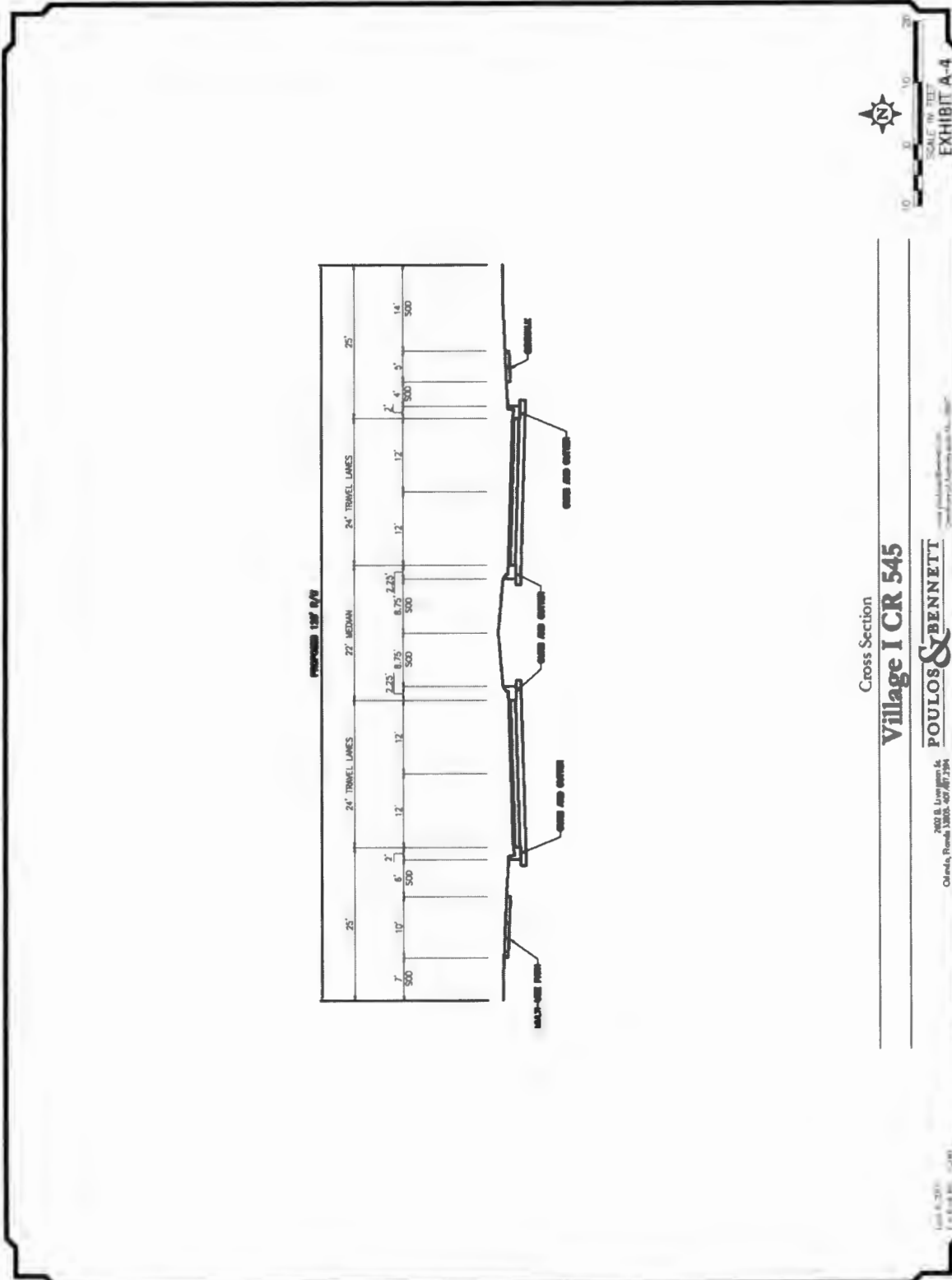
**VILLAGE I
FLEMINGS ROADWAY IMPROVEMENTS
PRELIMINARY ESTIMATED COSTS**

Roadway	Segment Description	Existing	Future	Length (Miles)	Unit Cost PDS / mile	Estimated PDS Cost	Unit Cost Construction & D,E&P (ft) ^[2]	Estimated D, E & P Costs	Estimated Construction Cost	Total Cost (based on O.C. Avg per lane mile cost)
Flemings Rd - Seg 5	CR 545 to "Jaffers PD" entrance	2 Lane	4 Lane	0.60	\$ 275,636	\$ 165,382	\$ 1,349	\$ 630,252	\$ 3,502,450	\$ 4,298,083
Flemings Rd - Seg 5	CR 545 to "Jaffers PD" entrance	2 Lane	2 Lane	0.60	\$ -	\$ -	\$ 431	\$ 146,362	\$ 1,219,680	\$ 1,366,042
	Cost Difference between a 2-lane APF Rd and a 4-lane Collector Rd					\$ 165,382		\$ 483,890	\$ 2,282,770	\$ 2,932,042
Flemings Rd - Seg 6	Jaffers PD entrance to county line	2 Lane	4 Lane	0.37	\$ 275,636	\$ 101,985	\$ 1,349	\$ 388,655	\$ 2,159,844	\$ 2,650,489
Flemings Rd - Seg 6	Jaffers PD entrance to county line	2 Lane	2 Lane	0.37	\$ -	\$ -	\$ 431	\$ 90,256	\$ 752,136	\$ 842,392
	Cost Difference between a 2-lane APF Rd and a 4-lane Collector Rd					\$ 101,985		\$ 298,399	\$ 1,407,708	\$ 1,808,097
	Total Cost Difference between a 2-lane APF Rd and a 4-lane Collector Rd					\$ 267,367		\$ 782,289	\$ 3,690,478	\$ 4,740,139

Notes:

1. Estimated Unit Cost for APF Road based on Poulos & Bennett memo to Orange County dated February 13, 2018
2. All segment lengths are approximate and subject to final design, engineering and permitting
3. PDS, Design and Construction Cost included in this exhibit are for budgeting purposes only. Actual cost for each segment shall be determined based on section 13.9.1.1.f

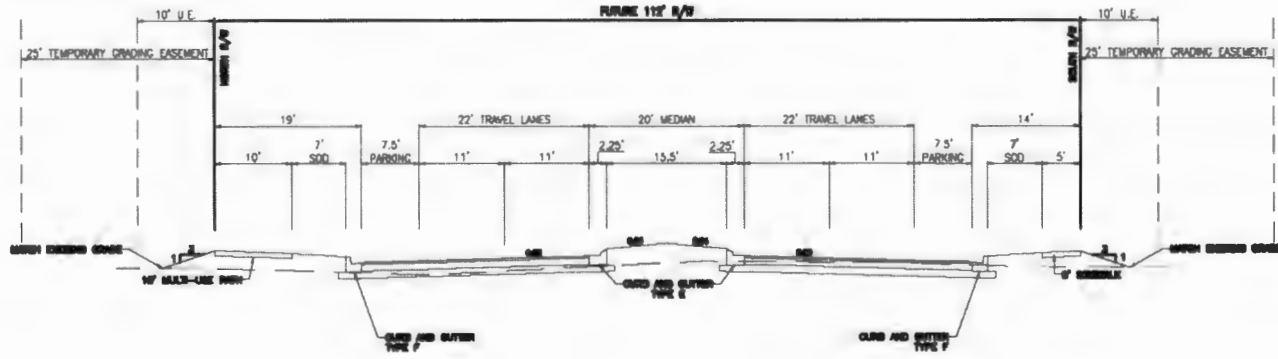
Exhibit "A-4"
Conceptual Cross Section for C.R. 545, Flemings Road Typical Section, and
APF Road Typical Section




 SCALE: 1/4" = 1'-0"
EXHIBIT A-4

Cross Section
Village I CR 545
POULOS & BENNETT

2000 S. LINDEN AVE.
 OMAHA, NEBRASKA 68102-4077



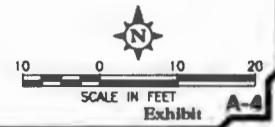
Note: On-street parking to be generally provided where utility front Flemings Road
Design Speed shall be 40 MPH

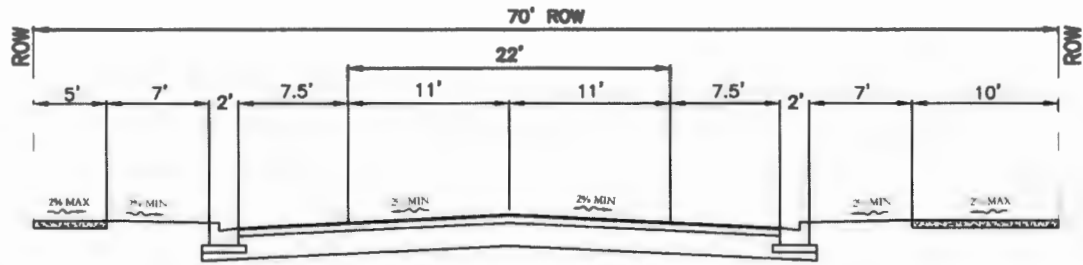
Flemings Road Typical Section

June 1, 2018
16-006

2002 B. Livingston St.
Orlando, Florida 32803-4074/57-2594

POULOS & BENNETT





TYPICAL APF ROAD SECTION WITH PARKING (70' ROW)

1" = 10'

NOTE:
LOCATION OF ON STREET PARKING TO BE DEPICTED ON FINAL ENGINEERING PLANS SUBJECT TO
ABUTTING DEVELOPMENT PROGRAM.

Village I

POULOS & BENNETT

3602 E. Livingston St.
Orlando, Florida 32803-897-2594



December 13, 2019

Exhibit "A-5"

Scope of Preliminary Design Study for each Road Segment

[See attached]

Exhibit "A-5"

Scope of Preliminary Design Study for each Road Segment

CR 545 (AVALON ROAD) AND FLEMINGS RD PRELIMINARY DESIGN STUDY PROFESSIONAL TRANSPORTATION PLANNING AND ENGINEERING SERVICES

CR 545

(AVALON ROAD)

from Water Springs Boulevard to South of New Hartzog Road

Approximate Length: 2.6 miles

and

FLEMINGS ROAD

from east of C.R. 545 west to the County line

Approximate Length: 1.0 mile

CR 545 (Avalon Road) and Flemings Road Preliminary Design Study Scope of Services

The Consultant shall provide project planning, preliminary engineering, and environmental analysis services for the above referenced project. The consultant shall perform those services required for location/design studies, social and environmental effects, multimodal use, safety, engineering reports and public hearings.

Orange County's Preliminary Design Study process has been implemented with the intent of applying a comprehensive interdisciplinary approach, combining the strengths of the engineering and transportation planning disciplines in the initial development phases of Orange County's major roadway improvement projects. The interdisciplinary approach also seeks to assure early and systematic coordination with all affected County Departments and Divisions, the appropriate state and local entities and the citizenry. The resulting coordination effort is intended to accurately gather and convey information pertinent to the development of the project, thereby identifying viable opportunities to expedite or advance pertinent project phases.

The early establishment of sound criteria documenting the need for the improvement is key to the Preliminary Design Study process. The determination of project need is to be based on comprehensive and integrated technical data analyses, which effectively demonstrates the necessity for the project. In addition to the technical basis for the project, a commensurate public involvement effort providing citizens with clear and concise information is to be developed, thereby affording the citizenry an understanding of the project need.

The Consultant shall conduct Preliminary Design Studies for both CR 545 and Flemings Road (the PDS) unless all owners of all parcels potentially impacted by reasonable roadway and drainage design

alternatives to these roads have sign an approved Village I Horizon West Road Network Agreement. In the event that the owners are signatories' to the Road Agreement, an Alignment and Grade study will be provided in lieu of a PDS. The PDS will be used in the establishment of adequate plans and right-of-way (ROW) for lanes, sidewalk, multipurpose trail and other roadway and drainage elements of the section of C.R. 545 from Water Spring Boulevard to New Hartzog Road and Flemings Rd. from CR 545 to Lake County. Additionally, the transition from the project terminus at New Hartzog Road to the cross-section south of New Hartzog will also be studied. Furthermore, the Consultant shall address needs for special treatment and/or additional lanes at major intersections, and widening of crossroads up to 600 feet in each direction to provide intersection operation at Level of Service C or higher in the design year.

The Consultant and all Sub consultants shall provide the lump sum fee. Monthly progress billings will identify percent complete.

The tasks included in this Scope of Services can be generally grouped into the following seven primary categories:

1. Administration
2. Public Involvement
3. Data Collection
4. Surveying and Mapping
5. Corridor Analysis and Project Need Documentation
6. Improvement Alternatives Development and Analysis
7. Recommended Improvement Evaluation

The format and digital source application used for all submittals are subject to County acceptance and approval. All maps and illustrations depicting aerial extent shall be provided to the County in the original, editable, electronic format and include a directional symbol indicating north and scale appropriate to the map at the size presented. Reproduced maps of greater or lesser dimension than the original must include a modified scale specific to the reproduced map. All illustrations and photographs depicting vertical extent shall be similarly marked when illustrating design features or shall contain captions providing location and direction of the view.

The scope of service addresses each task within these elements and serves to further define specific requirements.

1.0 Administration

1.1 Notice to Proceed Meeting – N/A

1.2 Project Status Meetings

The Consultant's Project Manager and appropriate members of the Consulting team shall attend periodic meetings (up to 12 meetings) with the Orange County Project Manager and staff to discuss project progress and status, upcoming events and action items. The purpose of these

meetings is to maintain clear communication between the County and the Consultant team. For the purposes of this study and scope, the Project Team shall be defined as the County Project Manager/Team and the Consulting Team. The Consultant shall prepare and distribute meeting minutes following each of these meetings (draft within 3 days, final within 5 days of the meeting). The project schedule shall reflect these meetings.

1.3 Project Management/Supervision – N/A

1.4 PDS Project Schedule

The Consultant shall prepare and submit a detailed project schedule for the PDS process identifying major tasks, their duration and tasks relationships. This schedule shall utilize the Orange County Standard Roadway Project Schedule format on MS Project. An updated project schedule shall be submitted at each project status meeting, with notation or justification of any major changes to the schedule.

1.5 Project Status Reports

A narrative description of the work performed by the Consultant and Sub-consultants during the status report period for each item in the scope. The narrative shall also describe the work to be performed during the next status report period.

1.6 Quality Assurance/Quality Control – N/A

1.7 Deliverables

Work to be completed under this section by the Consultant shall require the following items to be delivered and accepted by the County:

- Project Status Meeting Minutes
- PDS Project Schedule (Initial and updates as needed)
- Monthly Progress Billing Report

1.8 Pay Items – N/A

2.0 Public Involvement

The public involvement element of this project is a primary component distinguishing this project from a roadway design project. The purpose of the public involvement element is to get the community involved in the project development and decision-making process so the County can develop a project that not only meets the transportation needs of the area, but is also supported by the community it is intended to serve. Therefore, the Consultant shall conduct the following public involvement activities throughout the project.

2.1 Public Involvement Plan

The County will prepare a Public Involvement Plan (PIP) in consultation with the Consultants.

2.2 Coordination Meetings

The Consultant shall coordinate and conduct initial meetings/telephone calls and up to fourteen (14) follow-up meetings/telephone calls with the following local and state organizations to inform them of the project and solicit their input:

- United States Fish & Wildlife Service (USFWS)
- Army Corps of Engineers, (ACOE)
- Florida Department of Environmental Protection (FDEP)
- Florida Fish & Wildlife Conservation Commission (FFWCC)
- South Florida Water Management District (SFWMD)
- Orange County Environmental Protection Department (EPD)
- Orange County Utilities Department
- Orange County Public Schools (OCPS)
- Orange County Fire Rescue
- Orange County Sheriff's Department
- MetroPlan Orlando
- Duke Energy
- Lake County
- Reedy Creek Improvement District / Disney

The Consultant shall coordinate with OCPS to determine if the project will result in adverse impacts to their regional and local bussing schedules, routes, and bus stops. The Consultant shall coordinate with OCPS to determine if the proposed improvements impact the movement of students from area schools as identified by OCPS and shall recommend improvements to student pedestrian and bicycle movements to enhance safety along the newly widened corridor. The Consultant shall reflect the results in the model and present the proposed solution(s) on the plan typical sections.

The Consultant shall include County staff in the meetings/telephone calls and shall provide the name of the individual contacted, date, time, contact details and minutes of the topics discussed for each interaction. Production of minutes shall be included in the associated status report and shall be submitted to County Project Manager for each coordination meeting.

Where agency involvement is required or agency participation is requested at a public meeting, the Consultant shall coordinate with pertinent agencies a minimum of 30 days prior to such public meeting.

2.3 Small Group Meetings

The Consultant shall be available to conduct up to 3 small group meetings with organizations interested in the Study. These meetings / presentations may be made to homeowners, formal homeowner associations, business owners or other formal organizations such as a Citizens Advisory Committee. The Consultant shall be responsible for preparing all presentation and handout materials. Preparation for public meetings and other outreach activities, as well as preparation of meeting summaries and follow up, shall comply with direction provided in Sub-Task 2.8.as agreed upon with the Project Manager.

2.4 Updated Mailing List

The County shall provide an initial list of property owners and their addresses to the Consultant prior to the Public Meeting. The list shall contain, as a minimum, all homeowners / property owners located within the study corridor as determined by the County. The Consultant shall prepare the non-owners contact list which will include any person or institution expressing an interest in the project, potential permitting or review agencies, elected and appointed officials in the area, and community leaders. The County will have all contact with the media.

The County will provide an updated owners list prior to each newsletter mailing (Task 2.5), to be received at least 10 days before the scheduled mailing. The Consultant shall maintain and update the non-owners mailing list during the course of the study and provide an updated listing for before the Recommended Improvement Concept Meeting, the Local Planning Agency (LPA) public hearing, and Board of County Commissioner (BCC) Public Hearing.

2.5 Newsletters

The Consultant shall prepare and distribute three (3) editions of the project newsletters at the following events of the Study:

- Edition 1: Prior to the Recommended Improvement Concept Meeting
- Edition 2: Prior to the LPA Public Hearing
- Edition 3: Prior to the Board of County Commissioners Public Hearing

The newsletters shall be prepared in English and shall be printed in color on 8 ½” x 11” sheets in a format acceptable to the County. Each English newsletter shall include a Spanish point of contact. Sufficient copies of each English edition shall be printed by the Consultant to provide 110% of the addressees on the mailing list at each mailing, plus an additional 25 copies to be delivered to the County for internal distribution. The newsletters shall be submitted to the county Project Manager at least one month before mailing and shall be modified as necessary and sent to each entry included in the data base mailing list at least two (2) weeks prior to scheduled meetings or hearings. First class mail shall be used. Additional copies of the newsletter will be sent by email (elected leaders, government partners, interested stakeholders) and hand delivered to community gathering places. The Assistant Manager of the Transportation Planning Division and the County Communication Office must approve all final newsletter proofs prior to final printing. Newsletters shall adhere to the County’s Title VI Nondiscrimination Policy and Plan.

2.6 Website Creation / Maintenance (Orange County) – N/A

2.7 Advertisements / News Releases

The Consultant shall prepare and ensure the publication of display advertisements in the Sunday Orange County Extra Section of the Orlando Sentinel at least two weeks prior to: the Public Meeting, and the LPA/BCC public hearings. The advertisements shall be display ads approximately 5” x 5”.

The Consultant shall prepare and deliver news releases to the county project manager at least three (3) weeks prior to the public meeting and each public hearing. The County Public Communications Office will distribute the new release to media outlets.

All public display advertisements and news releases must be approved by the Assistant Manager of the Transportation Planning Division and the County Communication Office prior to their distribution.

2.8 Public Information Meetings

The Consultant shall prepare for and participate in a (1) public information meeting as described.

- Preparation and Documentation of Public Meetings
 - o Logistics: The Consultant shall complete all preparations for the public meeting for the County and shall ensure that appropriate Consultant personnel are present to assist with the meeting. The Consultant shall make arrangements for the meeting room rental and set up (including A/V and screen equipment for presentation) and shall ensure that adequate directional signs are placed on the meeting grounds to direct participants to the meeting room. Informational displays (i.e. maps, alternative improvements concepts, and other graphics) shall be displayed for the public to review and comment at least 30 minutes before the meeting. The meeting shall include a formal PowerPoint presentation followed by an informal question and answer period. Throughout the meeting participants may meet one-on-one with the Study Team to individually discuss their areas of concern.
 - o Presentation/Materials: The Consultant shall obtain direction from the County Project Manager prior to beginning work on meeting presentation and materials and shall have the PowerPoint presentation and all meeting materials (including script and displays) in final format ready for review and approval by County staff no later than three (3) weeks prior to each public meeting. Displays shall be exhibits mounted on foam board unless otherwise directed by the County. Exhibits shall be plotted in color or black and white as appropriate and as directed by the County. Exhibits shall include maps on an aerial photography base, traffic data and projections, typical sections, and other study information as directed by the County. The Comments forms will be available at the meeting as a means for participants to share their concerns and questions. Individuals also will be able to share comments through the study website page, as set up by the County. The comment form shall be designed to elicit information from the public relevant to the road improvement being considered. Any and all meeting and public outreach materials that will be presented to the general public must be approved by the Assistant Manager of the Transportation Planning Division and County Communications Office.
 - o Meeting Documentation: The Consultant shall document, interpret and summarize all comments received and questions addressed at the meeting and shall prepare written

responses to all questions not adequately addressed at the meeting. Additionally, the Consultant shall document and summarize all comments and questions received from the hardcopy and online comment forms.

The Consultant shall provide follow-up information necessary to respond to the public's comments and questions. All comments shall be incorporated in the study technical evaluations. The summary for the public meeting will be submitted to the County Project Manager within 20 days of the meeting. Sign-in sheets, public comment card summaries, final meeting summaries and other meeting documentation shall be submitted to the County Project Manager and staff within 10 days of the public meeting.

- o Recommended Improvement Concept Public Meeting – Following completion of the alternative analysis activities and identification of a Recommended Improvement Concept, the Consultant shall prepare for and conduct a Recommended Improvement Concept Public Meeting. The purpose of this meeting is to present the purpose and need, alternatives, and draft Recommended Improvement Concept to the public for review and comment prior to presentation to the LPA and BCC.

2.9 Staff Presentation

The Consultant shall prepare for and participate in a presentation to the Public Works Director and other senior staff at least two (2) weeks prior to the LPA Public Hearing. The presentation shall be the final draft of the PowerPoint presentation and script to be presented at the LPA Public Hearing. The Consultant shall modify the presentation to address comments received from county management and staff at that time.

2.10 Local Planning Agency (LPA) Public Hearing

The Consultant shall prepare for, participate in and provide support (including a PowerPoint presentation, script and handout materials) for the County Project Manager to conduct a Public Hearing with the LPA. The presentation shall reflect the Recommended Improvement Concept. Back up materials and supporting reports shall be provided in an editable digital format acceptable to the County twenty-one (21) days prior to the scheduled LPA Public Hearing. All presentation materials shall be compliant with the Board and County Commission Meeting Presentation Guidelines. The Consultant shall setup displays and other exhibits at least one (1) hour prior to the scheduled LPA Public Hearing for public inspection. The Consultant shall provide the final digital presentation at least two (2) business days prior to the scheduled LPA meeting time.

2.11 Board of County Commissioners (BCC) Public Hearing

The Consultant shall prepare for, participate in and provide all support necessary (including a PowerPoint presentation, script and handout materials) for the County Project Manager to conduct a Public Hearing with the BCC. The Final Public Hearing presentation shall reflect the Recommended Improvement Concept and any comments received from the LPA Public Hearing. Back up materials and supporting reports shall be provided in a digital editable format acceptable to the County twenty-one (21) days prior to the scheduled BCC Public Hearing. All presentation materials shall be compliant with the Board and County

Commission Meeting Presentation Guidelines. The Consultant shall set up displays and other exhibits at least one (1) hour prior to the scheduled Public Hearing for public inspection. The Consultant shall provide the final digital presentation at least two (2) business days prior to the scheduled BCC meeting time.

2.12 Deliverables

Work to be completed under this section by the Consultant shall require the following items to be delivered and accepted by the County:

- ☐ Updated Mailing List
 - Small Group Meeting Materials and Summaries
 - Newsletters (English only)
 - Advertisements & News Releases
 - Public Information Meeting Materials
 - Exhibits
 - PowerPoint Presentations
 - Comment Forms
 - Handouts
 - Response/Comment Tabulations
- ☐ Public Works Senior Staff Presentation Materials, Minutes and Summary
 - Local Planning Agency Public Hearing Presentation and Summary
 - Board of County Commissioners Public Hearing Presentation and Summary

2.13 Pay Items – N/A

3.0 Data Collection

Immediately upon receipt of the notice to proceed, the Consulting Team shall begin collecting the engineering, land use, traffic and crash, transit, drainage, hydraulic, and environmental data necessary to develop and evaluate a reasonable range of alternative improvement concepts as defined in Section 6.0 to meet the existing and future travel demand within the Study Area. The Consultant shall utilize information gathered in previous science, engineering, cultural and ecological reports and/or other existing right-of-way documentation.

Prior to the presentation to executive staff, the Consultant shall conduct a field review with County project staff to identify features proposed in the Recommended Concept.

3.1 Aerial Photography / Base Maps

The Consultant shall prepare color 1"=100' and 1"=50' scale controlled aerial-based raster image maps. These maps shall be used to present the master drainage basins (1"=100'), the alternative improvement concepts (1"=100'), the recommended improvement concept (1"=50'), right-of-way requirements (1"=50') and any other required information.

The Consultant shall prepare color aerial photography on standard 22 x 34 inch sheets with appropriate title blocks, which shall be suitable for public display. Color aerial imaging shall be

used to present the overall project concept and the final recommended improvement alternative to the public at the various public meeting. Both shall be provided to the County in digital format on CD or USB flash or portable drive acceptable to the County.

3.2 Existing Roadway Characteristics

The Consultant shall, in consultation with the County Project Manager, conduct field investigations, document reviews, and/or aerial imagery to collect pertinent information on existing roadway and network characteristics necessary to develop, evaluate, and compare the alternative improvement concepts. Collected roadway characteristics shall include, but may not be limited to, roadway lanes, speed limits, pedestrian facilities, culverts, and structures.

3.3 Traffic Data

The Consultant shall collect the traffic data and develop the traffic factors and design traffic projections listed below:

3.3.1 Traffic Counts

Conduct traffic data collection/traffic counts as follows:

72-hour locations:

- 1- Avalon Road north of Flamingo Crossings Boulevard,
- 2- Avalon Road south of Flamingo Crossings Blvd (or between Flamingo Crossings Blvd. and Flemings Road/Western Way)
- 3- Avalon Road south of Flemings Road/Western Way (or between Western Way and Hartzog Road)
- 4- Avalon Road south of Hartzog Road

24-hour locations:

- 1- Flamingo Crossings Blvd east of Avalon Rd
- 2- Flamingo Crossings Blvd west of Avalon Road
- 3- Western Way east of Avalon Road
- 4- Flemings Road west of Avalon Road
- 5- Hartzog Road east of Avalon Road
- 6- Flamingo Crossings Boulevard east of Avalon Road

8-hr TMCs:

- 1- Avalon Road @ Flamingo Crossings Blvd
- 2- Avalon Road @ Lake Star Road
- 3- Avalon Road @ Flemings Road/Western Way
- 4- Avalon Road @ Hartzog Road

3.3.2 Traffic Factors

The Consultant shall develop current and future year values for the following traffic factors:

- Peak to Daily Ratio (K) Factor
- Directional Split (D) Factor
- Truck Factor (T)

3.3.3 Design Traffic Projections

Using the Central Florida Regional Planning Model (CFRPM) model and the CUBE Voyager software with the Florida Standard Urban Transportation Modeling Structure (FSUTMS) develop projected traffic volumes on the various road segments along the study corridor. The model will be modified to include specific land use and transportation plans in the study area. A summary calibration and validation process will be applied to ensure that the modeling structure provides predictive forecasts. In addition to project segment traffic, use the model results and the FDOT's TURNS5 software to develop projected turning movement volumes at the five (5) critical intersections within the study corridor. No-Build and Build conditions. The Consultant shall be responsible for the review of the sub area model and shall make adjustments as necessary or as directed by the County.

The traffic projections shall be presented as average annual daily traffic (AADT) and directional design hour volumes (DDHV).—For the purpose of this Study, the following horizon years shall be assumed:

Opening Year –	2027
Interim Year –	2037
Design Year –	2047

Unsignalized intersections shall be evaluated for signal warrant possibility at each of the horizon years.

The Consultant shall perform intersection LOS analyses, as well as other performance indicators, and provide recommendations for the preferred methods of traffic control (roundabout, two way stop control, all way stop control or signalization) for the intersections using the appropriate software as approved by the County. Furthermore, the intersection operational analysis (for both the Build and No-Build concepts) shall establish the minimum required lane geometry (including queue lengths) needed to adequately serve the projected turning movements.

The design traffic shall be used to establish the basic design requirements for the roadway typical section and each intersection.

3.3.4 Modeling of Interchange Alternatives using Micro-Simulation N/A

3.3.5 Crash Data

The Consultant shall and analyze five (5) years of crash data available along the study corridor, as provided by the County. Prepare crash diagrams for identified high crash and pedestrian/bicycle involved crash locations for inclusion the design traffic report.

3.3.6 Connected/Automated Vehicles (CAV)

With the advances in connected, semi-autonomous and autonomous vehicles in recent years, and the smart cities initiatives, transportation is considered the most impacted sector by digital innovation. The primary objective is to develop new integrated data platforms to improve safety, enhance mobility and increase the efficiency of the transportation system. A major component of a Smart City/County is communication and sharing of information. Several Intelligent Transportation System (ITS) technologies and development practices are available and is recommended to be used within the study area that will allow its users and infrastructure to be smart, connected and provided with mobility alternatives and mode choice information to support automated, connected and smart city applications. The Consultant shall consider the following advances in technologies that improve operations and align with Central Florida's automated vehicle designation including but not limited to:

- a) Loop detectors or video detection at the intersection approaches
- b) Bluetooth devices or any MAC address system
- c) Dynamic Message Signs (DMS)
- d) Adaptive Signal Control (ASC) systems such as In-sync or Synchro Green
- e) Flashing yellow Arrow (FYA) signals for pedestrian safety
- f) Transit Signal Priority (TSP)
- g) Fiber optic interconnect
- h) CCTV cameras
- i) ATC intelight controllers
- j) UPS Battery back-up

3.3.7 Design Traffic Technical Memorandum

The Consultant shall summarize the traffic data, travel forecasting and crash analysis activities in a *Design Traffic Technical Memorandum* that shall be submitted to the County for review and comment and updated at a time consistent with the County approved project schedule. Comments on the updated *Design Traffic Technical Memorandum* shall be addressed.

3.3.8 Design Traffic Engineering Report

Prepare an engineering report summarizing the results of the design traffic projections, traffic control recommendations, recommended intersection and median geometry at key locations, and signal warrant analyses at key intersection along the corridor. The report shall be submitted for review one (1) month prior to scheduling the Recommended Concept Public mailing. The final *report* shall be summarized in and appended to the final study.

3.4 Utilities

The Consultant shall identify any existing and proposed utilities, which may influence location and design consideration, including but not limited to the following:

- Overhead: transmission lines, microwave towers, etc.

- Land Surface: utility boxes, valves and shut-offs, potable or irrigation water supply wells, etc.
- Underground: water, gas, sanitary sewer, force mains, power and telephone cables, etc.

The Consultant shall coordinate with Orange County Utilities to:

1. Make them aware of the project at the conceptual level. (All information provided to each utility shall be documented as noted below.)
2. Obtain information on proposed utility construction and required clearances and easements.
3. Obtain input on utility issues that may not be readily apparent.

The Consultant shall map and document this information in the Utility Section of the PDS, which shall summarize how the existing utilities shall influence location and design considerations.

3.5 Bridges and Structures

The Consultant shall identify and evaluate any existing bridges, culverts, or other structures and then identify any impacts, and evaluate modifications as needed. If no structures exist, a simple statement of such would be sufficient. Where applicable, the Consultant shall obtain the FDOT *Bridge Inspection Report* for each bridge on the existing corridor. Additionally, geotechnical and scour reports, permits and previous and proposed studies for existing bridges can be requested by the Consultant from the FDOT structures and permits offices.

Evaluation of existing bridge conditions should include identification of wildlife crossing features. These features include bridges, bridges with shelves, specially identified culverts, enlarged culverts or drainage culverts and/or exclusionary devices such as fencing, walls or other barriers, or some combination of these features.

3.5.1 Structure Design Alternatives N/A

3.5.2 Superstructure Alternatives N/A

3.5.3 Substructure Foundation Alternatives N/A

3.5.4 Lighting N/A

3.5.5 Bridge Typical Sections – N/A

3.6 Infrastructure Plans

The Consultant shall gather, review, assess, consider, and document regional and local multimodal transportation and utility plans that may be pertinent to the Study. Among the potential plan sources are MetroPlan Orlando, Orange County, Lake County, the Reedy Creek Improvement District, and others. The information received from these plans shall be used to identify the conformance of this project to applicable transportation plans and to develop and evaluate the alternative improvement concepts. The Consultant shall document this investigation and its conclusions in the *PDS*.

3.7 Existing Multimodal Accommodations and Services

The Consultant shall research, evaluate and document the locations and conditions of existing and planned pedestrian, bicycle, trail, and public transportation accommodations and services within the vicinity of the Study area including, but not limited to, sidewalks, pedestrian crossings, paved shoulder widths, signed bike routes, park-and-ride lots and transit bus routes and stops. The Consultant shall also observe, document and map weekday and weekend pedestrian and bicycle activity and travel patterns within the vicinity of the Study area. This information, along with a review of infrastructure plans, will be used to identify potential multimodal improvements and connections to existing and planned multimodal infrastructure, if applicable.

3.8 Soil Survey and Geotechnical Data

The Consultant shall review existing soil maps and available geotechnical information for the study area. Preliminary borings should be conducted along the recommended alignment (20 feet deep approximately every 600 l.f. and 5-foot deep by hand auger every 200 l.f.) to determine seasonal groundwater levels and in areas of each alignment that have a probability of having significant depths of unsuitable materials.

The Consultant shall also perform one (1) soil boring to a depth of 15 feet for each proposed stormwater retention pond site. For this study, it is assumed that up to fourteen (14) locations shall be evaluated as preferred (seven (7) primary and seven (7) alternative) pond sites.

The results of the geotechnical data collection activities shall be mapped and documented in a Geotechnical Report, which shall be summarized in and appended to the *PDS*. This section shall document existing soil, geotechnical and boring results, included in the Geotechnical Report will be a survey map of the boring locations showing each field boring location, boring identification, state plane coordinates, NAVD 88 elevation, also included a site location map, surveyor's name, license number and date of field location, and shall contain preliminary stormwater/drainage recommendations, including pond siting recommendations, relevant to the project.

3.9 Environmental Site Assessment

The Consultant shall conduct a Contamination Screening Evaluation Report (CSER) including Sanborn Maps, if available, and any data contained on the FDEP websites for the properties affected by each alignment being considered. The Environmental Site Assessment shall be signed and sealed by a Florida registered Professional Geologist or Professional Engineer and mapped and documented in a CSER report, which shall be summarized in and appended to the *PDS*.

3.10 Land Use / Development Plans

The Consultant shall review all relevant land use information (existing and future) necessary to develop and evaluate a reasonable range of alternative CR 545 and Flemings Rd improvements and to identify locations where right-of-way could potentially be dedicated for the CR 545 and Flemings Rd improvements. Land use information may be found in the following sources:

comprehensive and future land use plans, proposed development plans, zoning regulations, special area studies / plans and preliminary and final plats. This information shall be updated as needed during the Study period, documented on the aerial base maps and included in the PDS.

The Consultant shall document pertinent information in the *PDS* and on the aerial base maps.

3.11 Cultural Facilities

The Consultant shall conduct a desk-top review of cultural facilities that are located within the vicinity of the study area. Cultural facilities shall include, but not be limited to, trails, parks, schools and recreational areas as well as the neighborhoods they serve. Information relevant to this Study shall be mapped and documented in the *PDS*.

3.12 Archaeological and Historic Features

The Consultant shall review federal, state and local sources to identify recorded historical and archaeological sites within the study area. Utilizing this information, the Consultant shall map all sites that may influence the location and evaluation of alternative improvement concepts. This information shall be documented in the Cultural Resource Section of the *PDS*.

3.13 Hydrologic and Natural Features

The Consultant shall review existing information, including, but not limited to, the data and maps of the US Army Corps of Engineers, Florida Natural Areas Inventory, South Florida Water Management District Databases, Florida Department of Environmental Protection, Florida Land Use and Cover Classification Systems, Natural Resources Conservation Service, Orange County Stormwater including Federal Emergency Management Agency basin studies, Florida Fish and Wildlife Conservation Commission Habitat Model Data, US Fish and Wildlife IPaC tool and specific site indicators such as topography, vegetation, soils data, floodplain information, and other field observations to identify significant hydrologic and natural features found within the study area.

The Consultant shall supplement existing literature/resource documents with field reviews of the study area. If the field review identifies the potential presence of a listed feature within the study area, the Consultant shall document and map the location(s) and extent relative to the occurrence within the study area. Information to be documented shall, at a minimum, include the following:

- Wetlands, Uplands or both according to quality and conservation value
- Wildlife Corridors
- Wildlife Crossing Recommendation(s)
- Critical and Strategic Habitat
- Conservation, Refuge and Management Areas
- Mitigation Sites / Conservation Easements
- Water Quality
- Floodplains and Floodways
- Drainage Outfalls

- Recommendations for the Maintenance of Watershed Water Flows and Volumes

The Consultant shall conduct and identify wetlands in accordance with all applicable State and Federal Regulations. A minimum of three (3) Seasonal High Water Table Elevations (SHWT) shall be established for each wetland. The Consultant shall conduct and coordinate field investigations as necessary with County staff and with the appropriate regulatory agencies. The consultant shall provide meeting minutes and field notes to County Environmental Project Manager

Wildlife Corridor shall be defined as a route that permits the direct travel or spread of animals or plants from one area or region to another, either by the gradual spread of a population of a species along the route or by actual movement of animals, seeds, pollen, spores or microbes, as defined in Florida's State Wildlife Action Plan (formerly Comprehensive Wildlife Conservation Strategy). Critical and Strategic Habitat shall be defined as areas designated or proposed in accordance with the US Fish and Wildlife Endangered Species Act or FWC modeled areas of habitat that have been identified as essential to sustain a minimum viable population for focal terrestrial vertebrate species that were not adequately protected on existing conservation lands, respectively.

The Consultant shall make recommendations as appropriate, to accommodate, wildlife crossing(s) and to preserve wildlife corridors.

The Consultant shall document offsite and bypass drainage features occurring within the study corridor and shall make recommendations to preserve and maintain water flows and volumes within watersheds.

The Consultant shall also evaluate corridor-wide permit-related information on environmental resource permits, dredge and fill permits, water quality permits, or stormwater discharge permits. This activity shall include coordinating with all applicable permitting agencies and identifying all existing permits and their conditions and influence on this Study.

The Consultant shall document in report and map format, in the *PDS*, all information that may influence the location and evaluation of alternative improvement concepts.

3.14 Threatened and Endangered Species

The Consultant shall review existing information to determine the potential presence of threatened or endangered plant and animal species within the study area. If the review identifies the potential presence of threatened or endangered plant or animal species, the Consultant shall document and map their locations relative to the findings/recommendations in Section 3.13. The Consultant shall supplement documented information with field reviews of the study area. The Consultant shall document in report and map format, in the *PDS*, all information that may influence the location and evaluation of alternative improvement concepts.

3.15 Deliverables

Work to be completed under this section by the Consultant shall require the following items to be submitted to and accepted by the County:

- Color Aerial Base Map
- Initial Design Traffic Technical Memorandum
- Updated Design Traffic Technical Memorandum
- Design Traffic Engineering Report
- Geotechnical Reports and Maps
- Recommendations for the Maintenance of Watershed Water Flows and Volumes
- Environmental Site Assessment Report
- Wildlife Crossing Recommendation(s)
- Wildlife Corridors and Critical and Strategic Habitat, Management Areas and Mitigation Sites
- Mapping and Documentation of:
 - Existing road characteristics
 - Existing and proposed utilities
 - Hazardous materials areas
 - Land use plans
 - Cultural features including trails
 - Archaeological and Historical Sites
 - Hydrologic and Natural Features
 - Wildlife Corridors and Critical and Strategic Habitat
 - Threatened & Endangered Species
 - Utilities

3.16 Pay Items - N/A

4.0 Right-of-Way Engineering Projects (Right-of-Way Identification Maps)

4.1 Right-of-Way Mapping

The Consultant shall prepare a Right-of-Way Identification (I.D.) Map for the entire project area at a scale of 1" = 40' or at a scale approved by the County Project Manager. All survey work shall meet the requirements of Chapter 472, Florida Statutes and Chapter 5J-17 (050, 051, 052), Florida Administrative Code. The Consultant shall analyze each proposed acquisition to identify the appropriate property interest to be acquired (fee simple right-of-way, drainage easement, fill slope easement, temporary construction easement, temporary demolition easement, etc.). The Consultant shall include identification of the right-of-way required for the multiuse trail within this project. The Consultant shall submit 60%, 90% and 100% progress review submittals of the Right-of-Way I.D. Maps in 11 inch x 17 inch format. Electronic copies in PDF format and a disc containing electronic copies in CAD Autodesk – Civil 3D 2015 shall be provided at 100% submittal.

Sufficient control data shall be shown on the final Right-of-Way I.D. Map to allow the Consultant/County to prepare legal descriptions and parcel sketches for individual parcels with no additional field information needed.

The Consultant shall update and modify legal descriptions, parcel sketches and Right-of-Way I.D. Maps as needed until final 100% submittal.

4.2 Parcels

4.2.1 Review of Title Work

The Consultant shall review the title work as provided by the County, supplemental surveys and investigations and/or other record information. The size, location, and dimensions of each parent tract, parcel and property interest (easements, leases, etc.) shall be determined by the Consultant from this review. This information shall be shown on the Right-of-Way I.D. Maps/miscellaneous surveys and parcel sketches, as appropriate. Recorded and Unrecorded easements shall be shown to the extent they can be identified and located on the Right-of-Way I.D. Map and parcel sketches.

4.2.2 Legal Descriptions and Parcel Sketches (Not Used)

4.2.3 Parcel Staking for Appraisal (Not Used)

4.3 Right-of-Way Surveys, Alignment and Monumentation

The Consultant shall have a licensed Professional Surveyor and Mapper conduct field surveys, including a field survey of geotechnical boring locations as described in Section 3.8 Soil Survey and Geotechnical Data, to supplement existing survey data. All survey information shall be recorded in cross section field book that has 10 columns by 10 rows per inch on both pages supplied by the Consultant. The field book remains the property of the County and must be submitted with the Final Right-of-Way I.D. Map/miscellaneous surveys and be signed and sealed. When a data collector is used, the Consultant shall submit a paper copy of the raw data files and coordinate data files bound in a book, together with the electronic copy on a disc. All Right-of-Way computations shall be documented in a Right-of-Way Computation Book, which shall be submitted to the County Project Manager with the Survey Field Notes, State Plane Coordinate file, adjusted bench run (if required) and Final Right-of-Way I.D. Maps/miscellaneous surveys.

The Consultant shall have a licensed Professional Surveyor and Mapper monument the center line of construction/survey at stations that are not more than 600 feet apart and at all P.C.'s, P.T.'s, side street intersections and changes in direction including the limits of the property required for the proposed multiuse trail. Stationing shall be shown on the Right-of-Way I. D. Maps at all changes of direction, property lines, points of curvature and proposed parcel takes. Similar monumentation and markings shall be provided at all side streets to 150 feet beyond the limits of the topographic survey or at other locations as approved by the County Project

Manager. The centerline of construction/survey shall be referenced to permanent monumentation (Section Corners, subdivision corners, roadway monumentation) located outside the limits of construction at the beginning and end of project, all P.C.'s and P.T.'s, all changes in direction, and intermediate points such that referenced points are spaced not more than 600 feet apart. Horizontal control, as stated above shall be tied to the Florida State Plane Coordinate System, North American Datum of 1983/1990 Adjustment East Zone and shall be shown on the final Right-of-Way I.D. Maps/miscellaneous surveys. Map Dimensions shall be shown in U.S. feet.

4.4 Minimization of Compensable Impacts

The Consultant shall, in coordination with the Orange County Project Manager, coordinate with Orange County Public Works Engineering, the County Attorney's Office and Orange County Real Estate early in the final design phase of the project to review the design corridor and make the necessary revisions to the design to minimize compensable impacts to private properties. The Consultant shall also identify and evaluate alternatives to acquisition (e.g., retaining walls instead of fill slope easements, closed drainage instead of ditch systems, etc.) to determine the most cost effective option(s) to meet the project needs.

The Consultant shall perform the following services during this phase:

- Meet as necessary with the County and property owners.
- Perform site inspections with the County and property owners as may be necessary.
- Coordinate with the County to identify cost effective ways to reduce compensable impacts.
- Consult with the County as may be necessary during the design process with respect to right-of-way issues.

During this phase, the Consultant shall inspect affected properties in the field to determine the extent of compensable impacts on each parcel and whether such impacts can be reduced in a cost-effective manner. Consideration shall, at a minimum, be given to site access, onsite drainage, onsite parking, onsite utilities, including septic systems, and any other existing facilities impacted by the proposed improvements. This effort shall include meetings with property owners to obtain their input on the configuration of the proposed improvements in those cases where various options exist. The Consultant shall modify the design, where possible, to minimize the number and extent of such compensable impacts and to accommodate property owner preferences where appropriate.

The Consultant shall document the above-described investigations and their findings and recommendations. This work should occur early in the design process and prior to completion of 60% plans.

The Consultant shall meet with all property owners where the proposed right-of-way exceeds the limits shown on the Right-of-Way Identification Maps prepared during the PDS process.

4.5 Changes to Documents during Right-of-Way Acquisition (Not Used)

4.6 Deliverables

Work to be completed under this section shall require the following items to be delivered and accepted by the County:

- Right-of-Way I.D. Maps (60%, 90%, 100%)/miscellaneous surveys in PDF format and three (3) hardcopy paper sets with each submittal – signed and sealed at 100%.
- Right-of-Way Survey Field Books. In original format signed and sealed.
- Right-of-Way Computation Book (Raw Data Files, Coordinate data files, benchmarks, etc.) In original format signed and sealed.
- Title Work for Parcels where parcel takes are involved. In PDF format. Depict all encumbrances (if any) found in Title Work on Right-of-Way I.D. Maps, Sketches and Surveys.
- Electronic PDF and CAD format on disc at project completion of all final set(s).

4.7 Pay Items - N/A

5.0 Corridor Analysis and Project Need Documentation

Following completion of the data collection and evaluation activities, the Consultant shall perform a corridor analysis for the study area. This analysis shall determine the characteristics within the study area and potential corridors therein that could influence the development of alternative alignments and improvement concepts.

The Corridor Analysis activities shall identify the improvement need, the existing and projected travel demand, the current and projected land use development patterns and the presence of any environmental, cultural, archaeological/historical, hydrologic and natural sensitive area(s) within the corridor.

The Consultant shall prepare a draft *Corridor Analysis Technical Memorandum* that shall document the Corridor Analysis activities. The draft memorandum shall be that shall be submitted to the County for review and comment at a time consistent with the County approved project schedule to allow the County's review comments to be incorporated into the development of the alternatives and analysis. The technical memorandum shall be submitted to the County for approval and shall be included in the Corridor Analysis Section of the **PDS**.

The *Corridor Analysis Technical Memorandum* shall contain, at a minimum, the following information in the body of the memorandum (including maps as appropriate):

Characteristics of the Study Area

- Existing Road Characteristics
- Crash Data
- School and Public Transportation
- Existing and Proposed Utilities
- Existing Transportation and Long Range Plans
- Geotechnical Data
- Areas of Potential Contamination
- Existing and Proposed Land Uses, Zoning and Development Project Boundaries
- Cultural Features including Trails
- Archeological and Historic Features
- Demographic Data
- Wildlife Corridors
- Critical and Strategic Habitat
- Threatened and Endangered Species

Corridor Analysis

- Project Need
- Existing and proposed travel demand
- Current and projected development patterns
- Improvement Opportunities, Alternatives and Constraints
- Summary of Public Involvement to date

5.1 Deliverables

Work to be completed under this section by the Consultant shall require the following items to be delivered and accepted by the County:

- Corridor Analysis Technical Memorandum

5.2 Pay Items N/A

6.0 Improvement Alternatives Development and Analysis

The Consultant shall perform the following tasks to develop, analyze and compare alternative improvement concepts within the corridor and in consideration of the ROW widths. As one alternative, the Consultant shall consider Transportation Systems Management (TSM). The TSM analysis shall evaluate side street intersections and traffic signal improvements as possible alternatives. All alternatives shall consider and demonstrate the capacity to comply with ADA standards. The Consultant shall document in the PDS any design criteria utilized in the analysis process for roadway and drainage improvement concepts.

6.1 Alternative Typical Sections

Based on the draft Design Traffic Technical Memorandum and Corridor Analysis Technical Memorandum, drainage considerations, transit and multimodal needs and other available information, the Consultant shall consider alternative typical sections and shall develop up to two (2) alternative typical sections for both CR 545 and for Flemings Road. The Consultant shall then evaluate these two alternatives using criteria that shall include but not be limited to access management, right-of-way requirements, offsite and bypass drainage systems and traffic volumes. The analysis shall be documented in the *PDS* and submitted to the County with a recommendation of viable typical sections.

6.2 Access Management Determination

The Consultant shall review the current Florida Department of Transportation State Highway System Access Management classifications and define alternative access management concepts for the County that may be applicable to this project.

The Consultant shall evaluate the effects of at least two (2) alternative access management concepts that appear to be most applicable considering traffic circulation, access to individual properties, U-turn vehicle tracking needs and other applicable criteria and recommend the most appropriate application for each section of the corridor.

The Consultant shall update the concept throughout the Study and document the evaluation and recommendation of the alternative access management concepts in the *PDS*.

6.3 Develop Alternative Alignment Improvement Concepts

The Consultant shall develop up to three alignment improvement concepts taking into consideration the impacts and benefits. The improvement concepts shall be prepared on the aerial base maps.

The proposed right-of-way requirements shall be shown on each Improvement Alternative Concept display.

6.4 Analyze Alternative Improvement Concepts

The Consultant shall analyze the benefits and impacts associated with the Alternative Alignment Improvement Concept as well as the No-Build Concept. The results of the analysis of the Alternative Improvement Concepts shall be documented in the in the *PDS*. The analysis to be performed for each alternative shall specifically include safety, cost, conformance to long range plans, good engineering practices and environmental considerations, some of which are more particularly described below:

- Compensable Impacts Analysis - The consultant shall, in coordination with the Orange County Project Manager, coordinate with the County Attorney's Office, Orange County Engineering Division Right-of-Way Section and the Orange County Real Estate Management Division Appraisal Section during the development of the Alternative

Improvement Concepts to minimize compensable impacts to private properties associated with each viable alternative. This evaluation effort shall include:

- o Inspection of potential affected properties in the field to determine the extent of compensable impacts on each parcel associated with each viable alternative, and whether such impacts can be reduced in a cost-effective manner.
- o Consideration of site access, onsite drainage, onsite parking, onsite utilities, including septic systems, and any other existing facilities that may be impacted by each viable alternative improvement concept, including financial impacts to existing businesses.
- o Meetings with potentially affected property owners to obtain their input on viable alternative alignments and configurations of the proposed improvements in those cases where various options exist, for example, where the shape and location of retention ponds can be configured to meet property owner's preferences.
- o Incorporation of comments in the recommended alternative such as to minimize the number and extent of such compensable impacts.

The above described investigations, findings and recommendations shall be documented in the *PDS*.

- Cost Analysis – The Consultant shall develop engineering design and construction cost estimates for each alternative. The Consultant shall provide the County with a Right-of-Way Impacts Estimation Package. This package shall include a tabulation of potential acquisition parcels and areas (in square feet) for each Alternative Alignment Improvement Concept. The location of each parcel shall be shown on an aerial map. Right-of-way cost estimates shall be provided for each alternative by the County and shall include property values and damages. The cost estimates shall be based on the information in the Right-of-Way Impacts Estimation Package and shall reflect the costs for the year of expenditure. The County will provide the Consultant with escalation/de-escalation factors and production phase schedules for converting present day values to year of expenditure values.
- Conceptual Drainage Analysis – The Consultant shall perform a preliminary drainage analysis of each alternative to determine the potential outfall locations and preliminary sizes (volume and area) of required detention and/or retention facilities for stormwater treatment or attenuation. The drainage analysis shall include identification of the facilities required to serve the roadway, sidewalks, and the proposed multiuse trail. This analysis shall also address off-site and bypass systems within each viable alternative corridor including the sizing of closed systems. Pond locations shall be evaluated for up to fourteen (14) pond sites (seven [7] primary and seven [7] alternative sites). Pond site evaluations shall require coordination with the property owner to determine the owner's preferred location within the property. The evaluation shall also consider permitability, avoidance of wetland and floodplain impacts, outfall availability, hydraulics and County standards with regards to the pond slopes and configuration. A matrix shall be developed to compare the cost of each alternative pond site, including property cost and construction cost for the pond, conveyance system and outfall. The findings shall be documented in a Pond Siting Report

that shall be appended to the **PDS**. The Consultant shall provide a digital copy of associated Interconnected Channel and Pond Routing (ICPR) model output files to the County.

- Community (social-economic) Impact Analysis – The Consultant shall estimate the number of residences, businesses, neighborhoods, and community facilities impacted by each alternative, including socio-economic data sufficient to determine potential impacts to disadvantaged populations. The right-of-way cost estimate prepared by the County shall reflect the cost of these impacts and the number of each type of impact. The Consultant shall prepare aerial photography with proposed right-of-way lines for each alternative. The approximate square footage of each potential acquisition shall be provided to the County.
- Computer Enhanced Photographs -N/A –
- Wetland and/or Upland Impacts – The Consultant shall estimate the acres of wetlands and/or equivalent uplands impacted by each alternative and identify potential mitigation strategies, including costs.
- Flood Plain Impacts – The Consultant shall estimate the extent of flood plain encroachment of each alternative improvement concept and identify potential floodplain compensation alternatives and costs.
- Critical and Strategic Habitat Impact - The Consultant shall quantify/qualify the potential impacts to US Endangered Species Act critical habitats and FWC identified strategic habitat associated with each alternative, and shall identify potential alignment alternatives and/or mitigation strategies and costs.
- Wildlife Corridor Impact - The Consultant shall quantify/qualify the potential impacts to wildlife corridors associated with each alternative and shall identify potential mitigation strategies and costs. The Consultant shall coordinate with regulatory agencies to identify engineered controls and other means of preserving wildlife corridors.
- Threatened & Endangered Species Impacts – The Consultant shall quantify/qualify the potential impacts to threatened and endangered plant and animal species and their habitats associated with each alternative and shall identify potential mitigation strategies and costs. The Consultant shall coordinate with regulatory agencies to identify permissibility of impacts of the recommended alignment to Threatened and Endangered Species.
- Archaeological and Historic Feature Impacts – The Consultant shall estimate the location and extent of impacts caused to significant archaeological or historical structures or sites. The Consultant shall identify alternatives to avoid, minimize and/or mitigate impacts and shall identify costs associated with each alternative.
- Contaminated Sites Impacted – The Consultant shall identify the location of any contaminated or potentially contaminated sites, known extent of contaminated soil,

groundwater and/or surface water and the location of pollutant storage tanks or other regulated materials storage areas or vessels in each alternative and shall recommend whether a Phase II Environmental Site Assessment is necessary.

- Geotechnical Analysis – The Consultant shall evaluate the suitability of the soil underlying each alternative for roadway and pond construction.

6.5 Alternatives Comparison Matrix

The Consultant shall prepare and submit to the County Project manager and staff an Alternatives Evaluation and Comparison Matrix. The Consultant shall prepare an evaluation matrix to document and compare the results of the evaluation tasks. This matrix shall be used to clearly identify the most viable improvement concept. It shall be prepared in a manner suitable for presentation to the public. The draft matrix shall be submitted to the County for review and comment and updated at a time consistent with the County approved project schedule in the Improvement Alternatives phase of the project. The matrix shall be updated prior to the Recommended Improvement Concept Public Meeting to reflect the Recommended Improvement.

6.6 Deliverables

Work to be completed under this section by the Consultant shall require the following items to be delivered and accepted by the County:

- No Build Alternative
- Alternative Typical Sections
- Access Management, Evaluation and Concept
- Alternative Alignment Improvement Concepts and Maps, to include:
 - o Right-of-Way Impacts Estimation Package
 - o Cost Analysis
 - o Conformance to Transportation Plans Analysis
 - o Land Use and Development Plan Analysis
 - o Community Needs and Preferences Analysis
 - o Conceptual Drainage Analysis and Pond Siting Report
 - o Community Impact Analysis
 - o Computer Enhanced Photographs
 - o Wetlands and/or Upland Impact Analysis
 - o Floodplain Impact of Alternatives
 - o Critical and Strategic Habitats Impact Analysis
 - o Wildlife Corridor Impact Analysis
 - o Threatened and Endangered Species Impact of Analysis
 - o Archaeological and Historic Feature Analysis
 - o Contaminated Sites Analysis
 - o Geotechnical Analysis
 - o Draft and Final Alternatives Comparison Matrix

- Digital Copy of ICPR Output Files

6.7 Pay Items N/A

7.0 Recommended Alternative Improvement Evaluation

Following completion of the alternative analysis and Recommended Improvement Concept Meeting, the Consultant, in association with the County, shall prepare the final recommended improvement concept to be evaluated at a more detailed level.

The Consultant shall refine the final Recommended Alternative Improvement concept to finalize the major elements of the project. These refinements shall include estimating the final recommended right-of-way limits, pond locations, cost and other major features needed to advance the project to the subsequent design phase. The evaluation matrix shall be updated to reflect the impacts of the final recommended improvement concept. Impacts that are not quantifiable shall be documented in the *PDS*.

7.1 Preliminary Design Study

One primary document entitled the *CR 545 and Flemings Road Preliminary Design Study* shall be prepared. This document shall record all public involvement activities, alternatives developed, analysis efforts, and the final recommendation. A report outline shall be submitted to the County Project Manager for review and approval prior to initiating documentation. It shall contain summaries and recommendations pertaining to the recommended alternative and potential impacts associated with it. The Consultant shall prepare the draft PDS documenting all activities leading to and including all comments received from the public to that point and the selection of the recommended improvement concept. The draft report shall be prepared two (2) months prior the Recommended Improvement Concept Public Meeting to allow the County's review comments to be incorporated into the draft document which shall be available for review at that meeting.

The PDS shall be amended, if necessary, in accordance with the results of the Recommended Improvement Concept Public Meeting and subsequent LPA Public Hearing. Five (5) paper and twenty (20) digital copies of the draft report shall be submitted to the County Project Manager sixteen (16) days prior to the LPA Public Hearing and BCC Public Hearing respectively. To the maximum extent possible, all draft documents shall be updated by modifying and inserting adjusted pages into the previously submitted documents. Digital copies shall be delivered on CD or USB flash or portable drive acceptable to the County and may be similarly updated for each submittal.

Following the LPA and BCC Public Hearings and final action by the BCC, the Consultant shall finalize the PDS by formally documenting BCC action and the public involvement process, including all comments received up to and during the LPA and BCC Public Hearings.

Technical memoranda shall be prepared throughout the course of the study to document interim decision on the traffic forecasts and the initial corridor analysis processes. These technical

memoranda shall be formally summarized in the body of the report and incorporated in their entirety into the PDS as appendices two weeks prior to the Recommended Concept Public Meetings.

The PDS shall, at a minimum, contain the following information in the body of the report (including maps as appropriate):

- Public Involvement
- Existing Conditions
- Project Need
- Utilities
- Conformance with Transportation and Long Range Plans
- Land Use and Development Patterns
- Existing and Proposed Land Uses
- Community Needs and Preferences
- Geotechnical Considerations
- Utilities Analysis
- Environmental Site Assessment Issues
- Cultural Features including Trails
- Archeological and Historic Features
- Hydrologic and Natural Features
- Critical and Strategic Habitat
- Wildlife Corridors
- Threatened and Endangered Species
- Corridor Analysis
- Alternative Typical Sections
- Alternative Alignment Improvement Concepts
- No Build Concepts
- Access Management Alternatives
- Alternative Drainage and Pond Concepts
- Analysis and Comparison of Alternatives (Including Costs and Impacts)
- Recommended Alternative Improvement Concept and Map
- Right-of-Way Identification Map
- Cost Estimates
- Design and Construction Schedules

In addition, the PDS shall include the following as appendices or as separate volumes of the report:

- Public Involvement Report
- Geotechnical Report
- Design Traffic Engineering Report
- Environmental Site Assessment Report
- Hydrologic and Natural Features Report
- Threatened and Endangered Species Report

- Pond Siting Report

The Consultant shall prepare an Executive Summary that contains a synopsis of the PDS. The draft Executive Summary and subsequent revisions including the final summary shall be no more than 75 pages. The Executive Summary shall contain sufficient text, illustrations, tables and maps to adequately convey the results of the study to appointed and elected officials and the public and shall function as a standalone document.

7.2 Cost Estimates and Final Design Schedule

The Consultant shall submit an estimated schedule and estimated costs for the final design and construction of the recommended alignment. This schedule shall utilize the Orange County Standard Project Schedule format on MS Project provided by the County. The schedule and cost opinion shall be included in the draft, updated and final copies of the PDS.

7.3 Final Recommended Improvement Concept Map

The Consultant shall prepare a Recommended Improvement Concept Map that shall graphically depict the location of the roadway and appurtenances, their alignment and the proposed improvements three (3) weeks prior to the Recommended Concept Public Meeting.

The map shall be prepared in a strip-map format at a scale of 1" = 50'. The Recommended Improvement Concept Map shall show the location of median openings (identified as to full or directional), signalization, lane configurations, pedestrian/bicycle facilities, transit facilities, potential pond/mitigation/flood plain compensation sites, wildlife corridors, critical and strategic habitat, utility strips, privacy walls and any other project elements identified for inclusion in the final design of the roadway. If deviations from the proposed typical sections are proposed in specific areas (such as reductions in lane widths, modification to border areas, etc.), they shall be clearly identified on the Recommended Improvement Concept Map. A draft version of the Recommended Improvement Concept Map shall be prepared by the Consultant two (2) months prior to the Recommended Improvement Concept Public Meeting to allow for review by the County and incorporation of any review comments prior to the Public Meeting. The Recommended Improvement Concept Map shall be updated and submitted to the County Project Manager eighteen (18) days prior to the LPA Public Hearing, if necessary, to reflect adjustments arising from the Recommended Concept Public Meeting and the LPA Hearing respectively. The Recommended Improvement Concept Map shall be updated and submitted to the County Project Manager eighteen (18) days prior to the BCC Public Hearings to reflect any adjustments arising from LPA Public Hearing, if necessary.

The Consultant shall submit a Final Recommended Improvement Concept Map with the Final PDS. The final map shall include modifications to the draft map as necessary to reflect the Board's action at the Public Hearing.

The draft and final submittals of the PDS with Executive Summary shall include final Recommended Improvement Concept Maps formatted onto 11 inch X 17 inch sheets at a scale of 1" = 100'.

7.4 Deliverables

Work to be completed under this section by the Consultant shall require the following items to be submitted to and accepted by the County:

- Draft, updated drafts and final Executive Summary
- Draft, updated drafts, and final CR 545 and Flemings Rd PDS (including 11" X 17" maps)
- Draft, updated drafts, and final Executive Summary (including 11" X 17" maps)
- Recommended Improvement Concept Map, drafts and final
- Final Design Cost Estimate and Schedule
- Construction Cost Estimate and Schedule

7.5 Pay Items - N/A

8.0 Project Schedule

The Consultant will provide the County with a schedule for the preparation of the PDS.

TABLE OF DELIVERABLES

Technical Memoranda, Reports, Maps and Graphics

<i>Public Involvement Plan Technical Memorandum</i>	<i>2/1 Copies</i>
<i>Color Aerial Base Map – Hard Copy /Digital</i>	<i>2/1 Copies</i>
<i>Geotechnical Report</i>	<i>4/1 Copies</i>
<i>Geotechnical Maps</i>	<i>0/1 Copy</i>
<i>Environmental Site Assessment Report</i>	<i>5/1 Copies</i>
<i>Design Traffic Technical Memorandum</i>	<i>5/1 Copies</i>
<i>Design Traffic Engineering Report</i>	<i>5/1 Copies</i>
<i>Existing Road Characteristics Map(s)</i>	<i>0/1 Copy</i>
<i>Existing and Proposed Utilities Map(s)</i>	<i>0/1 Copy</i>
<i>Hazardous Materials Areas Map(s)</i>	<i>2/1 Copies</i>
<i>Land Use, Zoning and Development Plans Map(s)</i>	<i>0/1 Copy</i>
<i>Demographic data Map(s)</i>	<i>0/1 Copy</i>
<i>Cultural Features Map(s)</i>	<i>0/1 Copy</i>
<i>Archaeological and Historical Sites Map(s)</i>	<i>0/1 Copy</i>
<i>Hydrologic and Natural Features Report</i>	<i>5/1 Copies</i>
<i>Hydrologic and Natural Features Map(s)</i>	<i>0/1 Copy</i>
<i>Critical and Strategic Habitats Map(s)</i>	<i>0/1 Copy</i>
<i>Wildlife Corridor Map(s)</i>	<i>0/1 Copy</i>
<i>Threatened and Endangered Species Report</i>	<i>5/1 Copies</i>
<i>Threatened & Endangered Species Map(s)</i>	<i>0/1 Copy</i>
<i>Pond Siting Report</i>	<i>5/1 Copies</i>
<i>Corridor Analysis Technical Memorandum</i>	<i>5/1 Copies</i>
<i>Alternative Typical Sections</i>	
<i>Draft sets</i>	<i>1/Iteration</i>
<i>Final set</i>	<i>1/1 Copy</i>
<i>Access Management Maps</i>	
<i>Draft Concept sets</i>	<i>1/Iteration</i>
<i>Final set</i>	<i>2/1 Copies</i>
<i>Alternative Alignment Maps</i>	
<i>Draft sets</i>	<i>1/Iteration</i>
<i>Final set</i>	<i>2/1 Copies</i>
<u>Right-of-Way Cost Estimation Package</u>	<i>3 Copies</i>
<i>Alternative Improvement Concepts Analysis</i>	
<i>Cost Analysis of Alternatives</i>	
<i>Draft</i>	<i>2/Iteration</i>
<i>Final</i>	<i>2/1 Copies</i>

<i>Conceptual Drainage Analysis of Alternatives</i>	<i>2/1 Copies</i>
<i>ICPR Output Files</i>	<i>2/1 Copies</i>
<i>Community Impact Analysis of Alternatives</i>	<i>2/1 Copies</i>
<i>Computer Enhanced Photographs</i>	
<i>Existing Conditions 18" X 22" (3) Locations</i>	<i>1/1 Copy/Site</i>
<i>Enhanced Photographs</i>	
<i>Drafts 11"X17"</i>	<i>2/1 Iteration/Site</i>
<i>Final 18"X22"</i>	<i>1/1 Copy/Site</i>
<i>Wetlands Impact Analysis of Alternatives</i>	<i>0/1 Copy</i>
<i>Uplands Impact Analysis of Alternatives (If Applicable)</i>	<i>0/1 Copy</i>
<i>Floodplain Impact of Alternatives</i>	<i>0/1 Copy</i>
<i>Threatened and Endangered Species Impact Analysis of Alternatives</i>	<i>0/1 Copy</i>
 <i>Archaeological and Historical Feature Analysis of Alternatives</i>	
	<i>0/1 Copy</i>
<i>Contaminated Sites Alternatives Analysis</i>	<i>0/1 Copy</i>
<i>Geotechnical Alternatives Analysis Alternatives</i>	<i>0/1 Copy</i>
<i>Comparison Matrix</i>	
<i>Draft</i>	<i>2/1 Iteration</i>
<i>Final</i>	<i>2/1 Copies</i>

Public Involvement

<i>Mailing List updates</i>	<i>Ongoing</i>
<i>Newsletters (5 issues) Draft</i>	<i>5English/1Spanish</i>
<i>Newsletters (5 issues) Final</i>	<i>110% + 25 + 10%</i>
<i>English/Spanish) Copies/Issue</i>	
<i>Webpage Format – Hard Copy/Digital</i>	<i>0/1 Copy</i>
<i>Operational Webpage</i>	<i>Link</i>
<i>Advertisements – News Releases – Draft/Final</i>	<i>4/4</i>
<i>Public Meeting Exhibits</i>	<i>as Required</i>
<i>Public Meeting PowerPoint (2 presentation files)</i>	
<i>Draft – Hard Copy/Digital</i>	<i>4/1 per Iteration</i>
<i>Final – Hard Copy/Digital</i>	<i>4/1 per Meeting</i>
<i>Public / Community Meeting</i>	
<i>Comment Form 2 meetings) – Draft English-Spanish/Final</i>	<i>4/1/25 Copies</i>
<i>Public / Community Meeting</i>	
<i>Handout (2 meetings) – Draft English-Spanish/Final</i>	<i>4/1/25 per Meeting</i>
<i>Response/Comment Tabulations (2 meetings)</i>	<i>4 Copies/Meeting</i>
<i>Senior Staff Presentation</i>	<i>1/1</i>

LPA Public Hearing Power Point
Draft – Hard Copy/Digital 4/1
Final – Hard Copy/Digital 4/1

BCC Public Hearing Power Point
Draft – Hard Copy/Digital 4/1
Final – Hard Copy/Digital 4/1

CR 545 and Flemings Rd Preliminary Design Study

Draft Report prior to the Recommended Concept Public Meeting 5/1 Copies (Rev. Set)

Updated Draft Report prior to LPA Public Hearing 5 Copies (Rev. Set)

Updated Draft Report prior to BCC Public Hearing 5 Copies (Rev. Set)
Final Report following BCC Public Hearing 5/10 Copies/Digital

Recommended Improvement Concept Map
Recommended Concept Public Meeting
Review Set – Hard Copy 1/Iteration
Meeting Set – Hard Copy 2/1 Copies

LPA Public Hearing
Review Set – Hard Copy 1/Iteration
Meeting Set – Hard Copy 1/1 Copy

BCC Public Hearing
Review Set – Hard Copy 1/Iteration
Meeting Set – Hard Copy 2/1 Copies
Final – Hard Copy/Digital 1/1 Copy

CR 545 and Flemings Rd Preliminary Design Study Executive Summary

Draft Summary prior to the Recommended Concept Public Meeting 12/1 Copies (Rev. Set)

Updated Draft Summary prior to LPA Public Hearing 12 Copies (Rev. Set)

Updated Draft Summary prior to BCC Public Hearing 12 Copies (Rev. Set)

<i>Final Summary following BCC Public Hearing</i>	<i>12/12 Copies/Digital</i>
<i>Recommended Improvement Concept Map</i>	
<i>Recommended Concept Public Meeting</i>	
<i>Review Set – Hard Copy</i>	<i>1/Iteration</i>
<i>Meeting Set – Hard Copy</i>	<i>2/1 Copies</i>
<i>LPA Public Hearing</i>	
<i>Review Set – Hard Copy</i>	<i>1/Iteration</i>
<i>Meeting Set – Hard Copy</i>	<i>1/1 Copy</i>
<i>BCC Public Hearing</i>	
<i>Review Set – Hard Copy</i>	<i>1/Iteration</i>
<i>Meeting Set – Hard Copy</i>	<i>2/1 Copies</i>
<i>Final – Hard Copy/Digital</i>	<i>1/1 Copy</i>

Cost Estimates and Project Schedules

<i>RCA Project Schedule (Initial) – Hard Copy/Digital File</i>	<i>3/1 Copies</i>
<i>RCA Project Schedule (Monthly) – Hard Copy/Digital File</i>	<i>3/1 Copies/Month</i>
<i>Final Design Cost Estimate – Hard Copy</i>	<i>3 Copies</i>
<i>Construction Cost Estimate – Hard Copy</i>	<i>3 Copies</i>
<i>Final Design Project Schedule – Hard Copy/Digital File</i>	<i>3/1 Copies</i>
<i>Construction Project Schedule – Hard Copy/Digital File</i>	<i>3/1 Copies</i>

Field Notes and Field Data

<i>Orange County Field and Computation Books – Original</i>	<i>1/1 Copy</i>
<i>Raw Field Data – Hard Copy</i>	<i>3/1 Copies</i>
<i>Raw Field Data – Digital File</i>	<i>1/1 Copy</i>

Preliminary Right-of-Way ID Maps (Black and White Aerial Base)

<i>30% Submittal – Paper, Full and Half Sized</i>	<i>3/3 Copies</i>
<i>60% Submittal – Paper, Full and Half Sized</i>	<i>3/3 Copies</i>
<i>90% Submittal – Paper, Full and Half Sized</i>	<i>3/3 Copies</i>

100% Submittal – Paper, Full and Half Sized

3/3 Copies

Final Right-of-Way ID Maps (Black and White Aerial Base)

Hard Copy – Paper, Full Sized (Signed and Sealed)

3/1 Copies

Hard Copy – Paper, Laminated Covers, Half Size (S & S)

4/1 Copies

Digital Files – CAD Autodesk – Civil 3D 2015

1/1 Copy

(END OF EXHIBIT “A-5”)

Exhibit "A-6"

Scope of the Final Design, Engineering, and Permitting for each Road Segment

[See attached]

Exhibit "A-6"

C.R. 545 (Avalon Road) and Flemings Road (Village I)

CR 545 (Avalon Road) from North of Water Spring Blvd to South of New Hartzog Road
(2.6 miles)
and
Flemings Road from Lake County line to CR 545
(1.0 Mile)

Civil Engineering

Scope of Services

The following Scope of Services and Fee Proposal is for civil engineering services to be provided to Spring Grove, LLC (the "Developer") and Orange County Public Works by Poulos & Bennett (the "Project Engineer") for the design of a section of C.R 545 from North of Water Spring Blvd to South of New Hartzog Road and Flemings Rd from C.R. 545 to Lake County Line. The Project Engineer shall use the design concepts, applicable materials and data collected and provided in the C.R. 545 and Flemings Road Preliminary Design Study. Final Design is to be prepared using the latest FDOT standards.

The Project Engineer is to prepare plans for the construction of 4 lanes for C.R. 545 and Flemings Road. The Project Engineer is to prepare a set of construction plans for each Segment as defined in the Village I Road Network Agreement. Special treatment and/or additional lanes at major intersections, and widening of crossroads up to 600 feet in each direction shall be provided as identified in the C.R. 545 *Preliminary Design Study Report*. The Project Engineer shall also be responsible for proper tie in of all crossroads to the existing condition with respect to grading and drainage.

I. Administration

- A.** The Project Engineer shall attend the Notice to Proceed Meeting and additional coordination meetings with the design team during the design phase to discuss project progress and status, technical issues such as constructability, utility coordination, right-of-way requirements, and upcoming events and activities.
- B.** The Project Engineer shall prepare and submit a detailed engineer's cost estimate for construction of the project at each 60%, 90%, and final submittal.
- C.** The Project Engineer shall coordinate with all utility providers within the project limits by furnishing plans at the 30%, 60%, 90%, 100% and final review stages to the

utilities for review, confirmation of utility location and relocation purposes. The development of the roadway plans shall incorporate and consider the input provided by each utility. The Project Engineer shall coordinate with all utilities to ensure that the final design considers all existing and proposed utilities.

The Project Engineer shall prepare a utilities conflict matrix and resolve all utility conflicts prior to submitting final plans. No utilities shall be in conflict with any proposed roadway improvements. However, this does not preclude utilities from being within the county right-of-way.

The Project Engineer shall be responsible to coordinate with utility companies to identify unrecorded or prescriptive easements. Said information shall be communicated to Orange County staff.

- D. Any required coordination related to the design with any other city, county, or any Orange County department outside of Public Works should be handled by the Project Engineer.

II. **Public Information**

- A. The Project Engineer shall be available to conduct meetings with organizations interested in the final design. These meetings/presentations may be made to informal homeowners groups, formal homeowner associations or other formal organizations. The Project Engineer will be responsible for all presentation and handout materials, as identified in the Table of Deliverables.
- B. Provide County with three newsletters within 2 weeks of Design Notice to Proceed, each design phase, beginning of right of way acquisition process and when project is advertised for bids.

III. **Design and Plans Preparation**

The Project Engineer shall prepare Final Roadway Plans for each Segment as defined in the Village I Road Network Agreement. This work effort includes the roadway design needed to provide complete construction plans and specifications for the project with sufficient information to allow for constructing, permitting and right-of-way acquisitions. These plans are for the use of the Contractor to bid and build the project and to ensure the project is built as designed and to specifications. The Project Engineer shall provide 30%, 60%, 90% and 100% progress review submittals, in 11 inches x 17 inches format. All text shall be clear and legible on 11"x17" plans. 11"x17" plans shall identify the scale of the drawing in both numerical and graphic formats. Each submittal shall contain the information items listed in the appropriate Orange County Progress Review Submittal checklist. The Project Engineer shall complete designs required for all aspects of the project as specifically described herein.

Final documents shall be submitted in both hard copy, as specified elsewhere herein, and electronic format.

A. Roadway Design

The Project Engineer shall complete all design analysis, studies, and geotechnical investigations as required to complete the roadway design of the project. This effort shall include, but not be limited to the following areas.

1. Design Analysis

The Project Engineer shall design the geometrics for the project using the design standards that are most appropriate, with the proper consideration given to the design traffic volumes, design speed, capacity and levels of service, functional classification, design consistency and driver expectancy, aesthetics, pedestrian and bicycle concerns, ADA requirements, access management, to be consistent with the alignment and typical sections, the type of construction and other design parameters identified and described in the C.R. 545 Preliminary Design Study Report. The design elements shall include, but not be limited to, the horizontal and vertical alignments, lane widths, shoulder widths, cross slopes, borders, side slopes and ditches, lane transitions, superelevation, features of intersections and interchanges, and limited access points. The geometric design developed by the Project Engineer shall be the engineering solution to a given problem and not merely an adherence to minimum County, AASHTO and/or FDOT standards.

The Project Engineer shall provide a Typical Section Package for the County to approve the overall elements of the roadway improvements related to the typical section. Significant variations along a corridor, or multiple affected roadways, may require multiple typical sections. Information to be included in the typical section package shall include the following elements with dimensions as appropriate: lanes, medians, profile grade point(s), cross-slopes (all elements as appropriate), curb type, shoulders, sidewalk placement relative to curb (or edge of pavement), centerline of construction, right of way, easements, clearing and grubbing limits, and side slopes or retaining walls as appropriate. Other elements to be provided include: type of (but not necessarily thickness of) subgrade stabilization, base course, structural course and friction course (for concrete pavement the concrete is shown in lieu of the latter two items); design speed, recommended posted speed, and traffic volumes (opening and design year).

The Project Engineer shall prepare a Roadway Design Criteria Package utilizing the basic design parameters recommended in the Preliminary Design Study Report. The Design Criteria Package should utilize the basic design parameters recommended in the Preliminary Design Study Report. This shall address such

items as Roadway Classification, Design Vehicle, Design Year, Design Speed, Horizontal Alignment, Vertical Alignment, Cross Section elements, MOT concept, etc.

The Project Engineer shall prepare a Pavement Design in accordance with FDOT's Flexible Pavement Design Manual. The Project Engineer shall determine the twenty-year Equivalent Single-Axle Loads based on traffic counts and projections, including truck traffic. The Project Engineer shall review the traffic data provided by the Preliminary Design Study and shall obtain additional data as necessary to support the pavement design. The Project Engineer shall also determine the pavement structural number necessary to withstand the projected traffic loads. The pavement design shall include calculation of the thickness of each layer of the pavement structure based on the appropriate layer structural coefficients. The Project Engineer shall utilize Superpave (SP) Asphalt Concrete as directed by the County. For designs using Superpave Asphalt Concrete, Project Engineer shall determine the type of asphalt binder, traffic level, and nominal maximum aggregate size for each pavement layer, and shall show this information on the typical sections. All Superpave Asphalt designs shall specify that fine graded mixes shall be used. Soils and traffic loading data used as input for the design shall be provided to County for review and approval.

2. Roadway Design Documentation and Quantities Computation

The Project Engineer shall submit all design notes; design calculations and computations to document the decisions and conclusions reached during the development of the construction plans. Should Orange County be the constructing party, the Project Engineer shall also submit accurate quantities that provide a breakdown of the pay items necessary to construct the project.

B. Drainage Design

The Project Engineer shall finalize the design of the drainage and stormwater management systems in accordance with the CR 545 and Flemings Road Preliminary Design Study.

1. Drainage Analysis

The Project Engineer shall finalize the drainage design for the project including underdrain as necessary using the design standards that are applicable for the appropriate water management district and County standards. The final stormwater management system shall be consistent with the concepts identified and described in the C.R. 545 Preliminary Design Study, unless otherwise approved by the County.

2. Design Documentation and Drainage Calculations

The Project Engineer shall submit a Drainage Design Documentation Report containing all design notes and computations to document the decisions and conclusions reached during the development of the stormwater management systems including geotechnical investigations and reports. The Project Engineer shall also submit signed and sealed drainage calculations for the project.

C. Structural Design

1. Retaining Wall Alternatives

The Project Engineer shall evaluate the potential utilization of conventional (non-proprietary) walls and proprietary wall systems. Cost analysis and recommended foundation designs for the evaluated systems shall be prepared and submitted to the County for review and selection of the wall system(s) to be implemented in the final design.

2. Retaining Wall Design

The Project Engineer shall provide all necessary design effort required to produce a complete set of construction documents for a conventional retaining wall system. The Project Engineer shall also determine appropriate Proprietary Wall types from the FDOT proprietary wall standards to the extent necessary to finalize the wall plans as described herein for proprietary wall systems.

D. Miscellaneous Highway Related Structures

The Project Engineer shall design miscellaneous Highway Related Structures. This work effort includes the design analysis and associated plan preparation needed to prepare a complete set of contract plans and other necessary documents pursuant to the County criteria and the FDOT Design Manual (FDM).

1. Box Culverts – The Project Engineer shall provide the structural design for all box culverts (new and/or existing) for both stormwater and wildlife crossings. Existing box culverts that are hydraulically adequate shall be structurally evaluated to determine whether it is appropriate to extend or replace the structure. Applicable FDOT Box Culvert standards shall be evaluated and incorporated to the extent possible.

2. Overhead Sign Structures – The Project Engineer shall provide the design of sign structures for overhead cantilever and overhead truss sign assemblies and the associated foundation design. Applicable FDOT Overhead Sign Structure standards shall be evaluated and incorporated to the extent possible.

- 3. Traffic Mast Arms/Mono Tubes/Trusses** – The Project Engineer shall provide the design of traffic mast arms/mono tube/trusses and the associated foundation design for signalized intersections. Applicable FDOT Standard pole and arm configurations shall be evaluated and incorporated to the extent possible.

E. Roadway Construction Plans

The Project Engineer shall prepare final construction plan sheets, notes and details to include, all sheets necessary to convey the intent and scope of the project for the purposes of construction. The plan sheets shall be assembled in the following order:

- Cover Sheet
- General Notes
- Standard Drawings and Details
- Summary of Pay Items
- Drainage Map
- Typical Sections
- Summary of Quantities
- Summary of Drainage Structures
- Survey Control Sheets
- Plan and Profile Sheets
- Intersection Details
- Drainage Structure Cross Section, limited to cross culverts
- Box Culvert Plans
- Pond Details and Cross Sections
- Flood Plain Compensation Area Details
- Environmental Considerations Plans/Mitigation Plans
- Geotechnical Soil Survey
- Cross Sections
- Erosion Control Plans
- Miscellaneous Details
- Screen Wall Plans
- Maintenance of Traffic Plans
- Utility Adjustment Plans
- Signing and Pavement Marking Plans
- Signalization Plans
- Landscape Plans
- Retaining Wall Plans
- Lighting Plans, as provided by the Power Company

1. Cover Sheet

The County will provide a standard County cover sheet in AutoCAD format to the Project Engineer. The Project Engineer shall complete the cover sheet with the information applicable to the project.

2. General Notes

The County shall provide a standard general notes sheet in AutoCAD format to the Project Engineer. The Project Engineer shall review and modify the general notes as required for this project.

3. Standard Drawings and Details

The Project Engineer shall include standard drawings and details as required for this project, including:

- a. Supplementary details shall be provided for superelevation transitions. Profiles shall be shown for the profile grade line and the outside edge of each driving lane. Elevations shall be shown at 25 foot intervals, at grade breaks for the profile grade line, each lane profile on the graphical profile and on a superelevation table.
- b. Details for all non-standard structures not covered elsewhere.
- c. Standard details provided by Orange County, e.g., driveways, manhole rim and cover, etc.

4. Summary of Pay Items

The Project Engineer shall include all pay items and quantities that are required for this project. Pay items shall be based on FDOT pay items, but may be amended by the County. The necessary pay items and quantities shall be shown on the summary of pay items sheet. The summary of pay items with quantities shall be submitted no later than the 60% plans

5. Drainage Map

Drainage maps shall be developed at 1" = 200' scale on current black and white aerial photography provided by the Project Engineer for the entire length of the project. Ponds should be shown in their entirety.

6. Typical Sections

Upon approval of the Typical Section Package, the Project Engineer shall prepare the typical section sheets including the mainline, bridges (if applicable) and side streets with all applicable details added to the sections. These sheets shall also include other miscellaneous details necessary to construct the project. The details shall include but are not limited to milling and resurfacing, non-standard superelevation transitions, etc.

7. Summary of Quantities

The Project Engineer shall prepare a summary of quantities sheet in accordance with FDOT Basis of Estimates Manual showing individual summaries including but not limited to guardrail, fence, turnouts, sodding, ditch pavement, side drains, underdrains, and earthwork.

8. Summary of Drainage Structures

The Project Engineer shall prepare a table listing all proposed or modified drainage structures on the project. The structures shall be listed by structure number in numerical order. Cross drains and storm sewer structures shall be tabulated by structure number, providing the station, side (left/right), size, type, length and incidental quantities appropriate for the pipe material contained in the plans.

9. Survey Control Sheets

See Section X.X.

10. Plan and Profile Sheet

The plan and profile sheets shall be developed for each segment of C.R. 545, Flemings Road, and any side streets and conform to the following requirements:

- a. Plan and profile sheets shall be prepared at a scale of 1"=40' horizontal and 1"=4' vertical, and oriented such that north is shown to the top or right side of each sheet.
- b. All stationing shall be positive and shall proceed from south to north or from west to east.
- c. Existing features including existing utilities shall be shown with dashed lines and proposed or design features shall be shown with solid lines. Vertical utility locations verified in the field shall be shown on the profile.
- d. Locations, dimensions and types of existing and proposed driveways shall be shown.
- e. The plans shall show the names of all intersecting streets and shall identify the station and angle of the intersection of the centerlines.
- f. Each plan and profile sheet shall show two readily accessible benchmarks to establish vertical control.
- g. Horizontal control points shall be shown at all Points of Curvature, Points of Tangency, and Points of Intersection. Horizontal control points shall also be shown for Points on Curve or Points on Line such that the maximum spacing between control points is 600 feet or less.
- h. All property lines and improvements located within 25 feet of the right-of-way or limits of construction, whichever extent is greater, shall be shown on the plan view.

- i. Existing and proposed elevations shall be shown on the profile at even hundred foot stations and at all Points of Vertical Intersection on the Profile Grade Line. Proposed elevations shall be shown at 25-foot intervals along vertical curves and at Points of Vertical Curvature and Points of Vertical Tangency.
- j. The following information shall be given for each horizontal curve on the centerline of construction and the center line of right-of-way:
 - Curve Number
 - P.I. Station
 - Delta in degrees, minutes and seconds
 - Degree of Curve
 - Tangent length
 - Arc length
 - Radius
 - P.C. Station
 - P.T. Station
 - Superelevation rate
- k. Percent of slope for profile grade lines, ditch flow lines, and all drainage pipes where not shown on the drainage details.
- l. Plan and profile sheets shall be provided for all side street improvements extending more than 50 feet from the right-of-way of the main project alignment.
- m. Plan and profile sheets shall be provided for all drainage outfalls extending more than 50 feet from the right-of-way of the main project alignment.
- n. No separate profile sheets will be allowed unless approved by the County.
- o. Driveway horizontal geometry shall conform to County standards. Profiles shall be shown for all driveways.
- p. Submittal of 60% construction plans and 90% right-of-way maps shall only show the centerline of construction. Baseline of survey shall not be shown. All locations and offsets shall be based on centerline of construction.

11. Driveway Profiles

The Project Engineer shall prepare driveway profiles for each driveway within the limits of construction, including side streets. Driveway profiles shall be drawn on the cross section sheets at the stations where they occur. These profiles shall show existing and proposed grade lines. Grades of proposed driveways shall conform to Orange County policies and procedures and Florida Department of Transportation Standard Plans.

12. Intersection Details

The Project Engineer shall prepare intersection detail sheets for the intersections of C.R. 545 and Flemings Road/Western Way, CR 545 and Water Spring Boulevard, CR 545 and Lake Star Road, CR 545 and Flamingo Crossings Boulevard/New Hartzog Road, CR 545 and New Hartzog Road and one miscellaneous intersection. Intersection sheets shall show all necessary details and geometric controls/access management features, including, turn lanes, special drainage and grading. Intersection details shall be drawn at a scale of 1" = 10'. Spot elevations shall be shown along pavement lane lines and curb returns at 10 foot intervals and at all grade breaks. Profiles for all radius returns shall be included with the detail of each intersection.

13. Drainage Structure Cross Sections

The Project Engineer shall prepare drainage structure cross sections for all pipes crossing under the roadway at roadway cross section stations and at critical design points. Drainage structure sheets shall show the drainage structures, location, offsets not covered by template/standard index sheets, cross section, flow line elevations of all weirs or slots, top of grates, culverts and top of manhole elevations, pipe slopes, and similar data.

14. Box Culverts (If Required)

Details shall be provided for box culverts showing all dimensions, critical elevations and all reinforcing steel. Major box culverts may be included in the bridge plans portion of the construction plans.

15. Pond Details and Cross Sections

Pond detail sheets shall be provided showing a plan view of each pond at a scale acceptable to the County. Typical sections of each pond shall be shown for at least two axes of the pond. Each pond shall have cross sections to accurately depict the pond configuration. Details shall be provided for all control structures. Boring locations shall be shown on the plan view and soil boring logs shall be plotted on the pond cross sections.

16. Flood Plain Compensation Area Details and Cross Sections

Detail sheets shall be provided showing a plan view of each flood plain compensation area at a scale acceptable to the County. Typical sections of each area shall be shown for at least two axes of the area. Each flood plain compensation area shall have cross sections to accurately depict the

compensation area configuration. Boring locations shall be shown on the plan view and soil boring logs shall be plotted on the cross sections.

17. Environmental Consideration Plans (Dredge and Fill Sketches)

The Project Engineer shall develop Environmental Consideration Plans, at a scale acceptable to the County, including necessary notes and details, as part of the contract plans necessary to secure applicable permits. The objectives of the plans are to depict wetland and upland buffer locations and impacts. The plans shall provide, at a minimum, wetland and upland buffer locations, impact areas, limits of construction, and limits of the project. The objective of the plans are to provide unencumbered details of wetland and buffer impacts including remaining wetland and upland buffers that would be preserved throughout construction.

18. Geotechnical Soil Survey

The Project Engineer shall prepare soil survey sheets, which depicts the various types of soils encountered within the project limits, classification, mechanical properties, and recommended usage of those soils. The soil survey sheets shall include the following information at a minimum:

- a. Narrative description of each soil type with its engineering characteristics
- b. Supplemental soils investigations, such as muck probes

19. Cross Sections

Cross sections sheets shall include the following information at a minimum for roadways, lateral ditches, ponds, flood compensation areas and mitigation areas.

- a. Unless otherwise approved by the County, the horizontal scale shall be 1" = 10' and the vertical scale shall be 1" = 5'.
- b. The elevation grid shall be labeled on both left and right sides of each section.
- c. The station shall be shown to the right each section.
- d. Existing ground, structures, drainage conduits and utilities shall be shown as dashed lines and designed or proposed features shall be shown as solid lines.
- e. End areas in square feet for earthwork cut and fill shall be shown. End areas for unsuitable materials shall be identified.
- f. Existing ground shall be shown at least 25 feet outside the proposed rights-of-way lines, easements or limits of construction, whichever is further.
- g. Existing buildings, structures, or drainage facilities shall be shown within the limits of the cross section as described in Item 6 above.

- h. Section stationing shall increase from the bottom of the sheet to the top. When more than one row of sections are placed on a sheet, the stationing shall increase from bottom to top and from left to right.
- i. The existing ground elevation at the centerline, design profiles and ditches shall be shown on each section.
- j. Cross sections shall be shown at intervals not exceeding 50 feet. Additional intermediate cross sections shall be shown as necessary to provide supplementary information at bridges, box culverts, intersections, side streets, railroads, etc. Additional cross sections as negotiated on a project-by-project basis may be necessary to support right-of-way acquisition basis.
- k. Cross section sheets shall be provided for all side street improvements extending more than 50 feet from the right-of-way line of the main project alignment.
- l. Soil boring information, including encountered and estimated seasonal high groundwater levels shall be shown on all applicable cross sections.
- m. Horizontal and vertical location of unsuitable soils.

20. Erosion Control Plans

The Project Engineer shall develop Erosion Control details, at a scale acceptable to the County, including necessary notes and details, as part of the contract plans necessary to secure applicable permits. The objectives of the erosion control plans are to prevent erosion where construction activities are occurring, prevent pollutants from mixing with storm water and prevent pollutants from being discharged by trapping them on-site. The construction documents shall provide stormwater pollution prevention plans (SWPPP) to be paid for as a lump sum item.

21. Miscellaneous Details

Any details not included elsewhere in the plan set shall be shown here.

22. Screen Wall Plans (If Required)

The Project Engineer shall evaluate the project relative to screen wall placement and/or replacement and make recommendations in accordance with the County's "Screen Wall Policy."

The County will make the final determination if new walls will be included in the project. All new walls shall be placed within the public right-of-way, unless otherwise directed by the County.

The County shall provide an electronic copy of its standard wall detail sheet to the Project Engineer. The Project Engineer shall review, modify and supplement the County's standard wall detail sheet as necessary to provide all necessary

plans and details for all screen walls (new or adjusted) along the corridor. The Project Engineer shall determine that the detail sheet and any necessary modifications meet all current standards and the requirements of the project. The Project Engineer shall sign and seal the detail sheet. Plans shall include depiction of walls on plan and profile sheets and cross section sheets; notes on plan and profile sheets, general construction and foundation notes, structural details and wall finishing notes and details.

23. Maintenance of Traffic Plans

The Project Engineer shall prepare plan sheets, notes and details to move vehicular and pedestrian traffic during all phases of construction. The maintenance of traffic plans shall include construction phasing of C.R. 545 and Flemings Road (including side streets), ingress and egress to existing properties, temporary signing and pavement markings, temporary signals, and detour routes.

24. Utility Adjustment Plans/Roadway Lighting Coordination

The Project Engineer shall prepare separate plan and profile sheets showing proposed new or relocated facilities by others. These plans shall be prepared based on information provided by the utility companies. These plans shall include but are not limited to the following:

- a. Roadway features and utilities are shown in solid heavier lines
- b. Layout of relocated utilities as provided by utility companies
- c. Utility conflict matrix
- d. Conflict structures with references to locations of structures details

Project Engineer shall coordinate with the applicable power companies to arrange for a lighting design to be prepared in accordance with agreements between the County and the power companies. Project Engineer shall coordinate the design of the lighting (performed by the power company) with the design of the roadway improvements and landscaping. Project Engineer shall show the location of the street lights provided by the power company on the Utility Adjustment Plans. Lighting design shall meet FDOT criteria for sidewalks, pedestrian ways and bicycle ways, including crosswalks at intersections and any proposed mid-block crosswalks.

25. Signing and Pavement Marking Plans

The Project Engineer shall prepare plan sheets at a scale of 1"=40' for the entire length of the project, including side streets, showing pavement markings and signage to be installed on the project. Pavement markings and signs shall conform to the *Manual on Uniform Traffic Control Devices*. Signing and Marking Plans shall include, but not be limited to, the following: General Note sheet(s),

summary of Pay Items sheets, Plan sheet(s), and Special Marking Detail sheet(s), as needed.

26. Signalization Plans

The Project Engineer shall prepare plan sheets, notes and details to include, but not be limited to, the following: Intersection Signalization Plan sheets at 1" = 20' scale, General Note sheet(s), Summary of Pay Items sheet(s), Pole Mast Arm Detail sheet(s), Foundation Details sheet(s) and special detail sheet(s) and soil boring data, as needed. The signalization plans will include overhead and pole mounted lighted street signs and signal support structures and required foundations. Florida Department of Transportation standard foundation designs shall be used where applicable. The sign support structures will be aesthetically compatible with the County's current lighted sign standards. This project will involve the signals as identified on the CR 545 and Flemings Road Preliminary Design Study, which shall be interconnected. The County will provide all available traffic counts, projections, models or studies for CR 545. The Project Engineer shall provide additional traffic data as necessary for these intersections. Span wire signal designs are not acceptable. All signals shall be mast arm/mono tube/truss design as appropriate and approved by the County.

27. Landscape Plans

The Project Engineer shall provide median landscape plans prepared by a registered Landscape Architect. The plans shall identify the location and type of plant materials to be installed. Approved list of trees shall be provided by County. Species and location shall be coordinated with clear zone requirements, sight distance requirements, proposed signage, ground conditions, streetlight locations, billboard locations, and utility conflicts and clearance. Canopy Tree minimum setback from structures shall be 20' and subcanopy Tree shall be 15'. The location of the streetlights shall also be shown on the landscaping plans to ensure there are no conflicts between the streetlights and existing trees to remain or proposed trees. The landscape plans shall also include General Notes and Details and a summary of Pay Items sheet (s).

Design shall be based on a landscaping construction budget not to exceed \$75,000 per mile of total project length.

28. Structural Plans (If Required)

The Project Engineer shall prepare plan sheets, notes and details to include all drawings referenced in the submittal checklist.

a. Wall Control Drawings

- The Project Engineer shall prepare control drawings for all permanent walls required. These drawings shall provide vertical and horizontal alignments, wall lengths, and details for any special features that need to be provided. Barriers, architectural treatments, etc., are considered to be special features.
- For conventional wall designs, the Project Engineer shall prepare drawings and specifications needed to supplement the control drawings. Appropriate FDOT standard drawings may be used if applicable.

b. Retaining Wall Plans

This task includes the effort necessary for the preparation of a complete set of Retaining Wall Drawings to include Plan and Elevation, Reinforcement Details (if required) and Special Details. The Plans shall be prepared pursuant to the County standards and the FDOT Plans Preparation Manuals.

c. Miscellaneous Highway Related Structures

This task includes the effort necessary for the preparation of a complete set of Drawings to include Plan and Elevation, Reinforcement Details (if required) and Special Details for any miscellaneous highway related structures not covered elsewhere herein, including box culverts, overhead sign structures traffic signal mast arms, mono tubes and trusses. The Plans shall be prepared pursuant to the County standards and the FDOT Plans Preparation Manuals.

F. Progress Review Submittals

The Project Engineer shall submit construction plans to the County for review at the 30%, 60%, 90%, 100% and final completion stages.

All County comments or questions on previous submittals, and any additional direction received from County must be addressed. Responses to the comments submitted by the reviewers should be addressed in writing and distributed to all reviewers. Cost estimates are required per section I.B.

G. Electronic Design and Topography

The Project Engineer shall provide electronic Design and Topography files to the County in Microstation DGN format and Autodesk DWG file format at each review submittal and as requested by the County. Orange County recommends using the Microstation EXPORT AS command available in Microstation V8 software when converting DGN files to DWG file format.

H. Bid Package shall be provided.

The Project Engineer shall prepare a complete draft and a final bid packages for the project. Orange County will provide the Project Engineer with a master documents (Special and Technical Provisions). The bid package shall include, but are not limited to the following documents:

- Project Information Sheet
- Location Map
- Scope of Work
- Engineer's Estimate
- Part D Schedule of prices (In Word Format)
- Index of Plan Sheets (In Word Format)
- Part G Special provisions (In Word Format)
- Index of Technical Provisions (In Word Format)
- Part H Technical Provisions (In Word Format)
- Permits
- Construction Plans
- Bid Check List

I. Deliverables

Work to be completed under this section by the Project Engineer shall require the following items to be delivered and accepted by the County:

- Drainage Design Documentation Report
- Roadway Design Criteria Package
- Typical Section Package
- Pavement Design Package
- 30%, 60%, 90%, and 100% Construction Plans and Engineer's Cost Estimate at 60% and 90%.
- Final Construction Plans and Engineer's Cost Estimate
- Roadway Design Documents
- Draft Schedule of Prices Technical and Special Provisions
- Final Schedule of Prices Technical and Special Provisions
- Final Electronic Design and Topography Files
- Electronic Bid Document Package
- Environmental Consideration Plans
- Draft Bid Package
- Final Bid Package

IV. Permitting

The Project Engineer will prepare all applications and other submittals and provide all environmental services necessary to obtain all permits including Environmental Resource Permits, Army Corps of Engineers Permits, FDOT connection permits, N.P.D.E.S. permit package, Florida Fish and Wildlife Conservation Commission, dewatering permits, and any other permits that may be necessary for the construction of the proposed improvements. The Developer will pay for all permit application fees. The construction plans package shall not be considered complete until all required permits have been received.

A. Environmental Permitting

1. Agency Coordination

The Project Engineer shall coordinate the environmental permitting effort with the Public Works Environmental Project Manager. The Project Engineer shall notify the Public Works Environmental Project Manager of all meetings with regulatory agencies to coordinate attendance by County staff. The Project Engineer shall submit meeting minutes and provide copies of all permit-related correspondence. In addition, the Project Engineer shall coordinate with County staff for any information, which may be relevant to the project design. This coordination shall take place prior to any regulatory meetings.

2. Wetland Delineation and Agency Field Review

The Project Engineer shall conduct and identify wetlands in accordance with all applicable State and Federal Regulations. A minimum of three (3) Seasonal High Water Elevations (SHW) shall be established for each wetland. The Project Engineer shall conduct and coordinate field investigations as necessary with County staff and with the appropriate regulatory agencies. The Project Engineer shall provide meeting minutes and field notes to County Environmental Project Manager.

3. Wetland Mitigation

The Project Engineer shall coordinate with County personnel prior to approaching any environmental permitting or review agency. If wetland impacts cannot be avoided, the Project Engineer shall coordinate with the County and investigate mitigation bank(s).

4. Threatened and Endangered Species

The Project Engineer shall review the Preliminary Design Study Report to familiarize himself with the location and extent of any protected species (plant and animal species listed by state and federal agencies as threatened,

endangered or species of special concern) identified by the Preliminary Design Study Report.

The Project Engineer shall also:

- Review occurrence records, GIS Data Bases, and other records from the U.S. Fish and Wildlife Service (USFWS), Florida Fish and Wildlife Conservation Commission (FFWCC) and any other generally accepted source for the potential presence of protected species.
- Conduct qualitative site reviews of the project area to verify the presence of protected species and/or critical habitats.
- Conduct quantitative population surveys for those protected species confirmed within the project area following methodologies approved by the USFWS, FFWCC, or other regulatory agencies having jurisdiction.
- Prepare a Protected Species Management Alternatives Report which shall discuss the results of preliminary species evaluations and population surveys, regulations affecting each species, potential effect of the project upon each species, potential impacts to the project and a discussion of available and acceptable management alternatives.
- Prepare a final Protected Species Management Plan, which shall be suitable for submittal to the appropriate State and Federal review agencies. This shall address specific Management approaches to be used to address unavoidable impacts. It shall include all additional investigations, maps or other documentation needed to support permitting of the unavoidable impacts.
- Update the Threatened and Endangered Species Survey and Management Plan which shall be performed 90 days prior to the start of construction.
- Gopher Tortoise Live Capture and Off-Site Relocation
 - The Project Engineer shall provide a Registered Gopher Tortoise agent certified to survey, permit, and relocate by both mechanical and bucket trapping.
 - The Project Engineer shall perform the following:
 - Coordination with the FFWCC, backhoe operator, recipient site representative, and the County to schedule excavation, relocation of gopher tortoises.
 - Provide personnel and equipment (including a hydraulic backhoe and operator) necessary to excavate gopher tortoise burrows and live capture gopher tortoises from the area proposed for development.

- Transport the gopher tortoises to an approved long-term protected, off-site location (recipient site) for release. Payment of the recipient site fees will be responsibility of the County.
- Prepare and submit to the FFWCC an Off-Site Gopher Tortoise Relocation After Action Report.
- The Project Engineer shall conduct wildlife surveys as defined by rules or regulations of any permitting agency, or commenting agency that is processing a DEPARTMENT permit. This information shall be utilized for determination of appropriate wildlife crossings.

B. Other Permitting Agencies

The Project Engineer shall be responsible for obtaining all other permits required to construct the proposed improvements. These permits may include FDOT, RCID, CFX, SHPPO, FDEP, FFWCC, FWS, dewatering permits, local agencies (i.e. Lake County) etc. The Project Engineer is responsible for coordination with these agencies early on to confirm the permitting process and the agency’s criteria. This shall also include preparation of all necessary documents to secure the permit.

C. Preparation and Submittal

The Project Engineer shall prepare and submit all necessary permits. All permit packages shall be provided to the County for review and comment prior to submittal. It is anticipated that permit preparation shall include one or more Requests for Additional Information (RAI) from the permitting agencies. In addition, the Project Engineer shall prepare a N.P.D.E.S. Stormwater Pollution Prevention Plan, which will satisfy the requirements, at the time the permit application is submitted, of the FDEP. The Stormwater Pollution Prevention Plan shall be included in the Technical Provisions.

D. Renewals, Extensions and Modifications

The Project Engineer, if retained to provide this service, shall be responsible for permit renewals, extensions and modifications as necessary.

E. Additional Permit Requirements (If Required)

Project Engineer shall conduct surveys and prepare legal descriptions and sketches and survey drawings as necessary to address permit conditions. These shall include the following as necessary:

- Conservation/mitigation easements
- Releasing of an existing conservation easement
- Sovereign/submerged lands leases/easements

F. Deliverables

Work to be completed under this section by the Project Engineer shall require the following items to be delivered and accepted by the County:

- Water Management District/ACOE Permit Package
- FDOT Permit Application Package(s)
- N.P.D.E.S. Stormwater Pollution Prevention Plan Package
- Special Permit Documents (Surveys)
- Threatened and Endangered Species Reports and After Action Report (if applicable)
- Site Evaluation Report and FDEP Contaminated Groundwater Permit (if applicable)

V. Right-of-Way Engineering

Right-of-Way Engineering services shall include title work review which will be provided to the Project Engineer at the Notice to Proceed meeting or as specified by the Project Manager. All survey work shall meet the requirements of Chapter 472, Florida Statutes and Chapter 5J-17, Florida Administrative Code. Any mention within Section 5 and Section 6 of "Survey Maps" refers to Map of Surveys defined in 5J-17.050 (2), (7) and (11), (12) – July 31, 2018.

A. Right-of-Way Mapping

Project Engineer shall have a licensed Professional Surveyor and Mapper survey the entire project area and prepare a Map of Survey at a scale of 1" = 40' on 11 inches x 17 inches or at a scale approved by the Project Manager. Right-of-way mapping services shall conform to the most current version (at the time of the Notice to Proceed) of the Orange County Procedures for Right-of-Way Engineering, a copy of which will be provided to the Project Engineer.

The Project Engineer's licensed Professional Surveyor and Mapper shall review the title work provided by the County along with supplemental surveys and investigations performed by the Project Engineer and Surveyor and any other record information as provided or acquired. The size, location, and dimensions of each parent tract, parcel and property interest and encumbrances (easements, leases, etc.) shall be determined by the Project Engineer and Surveyor from this review. This information shall be shown on the Survey Maps and Sketch of Descriptions where

appropriate. Recorded and Unrecorded easements shall be shown to the extent they can be identified and located on the Survey Maps and Sketch of Descriptions.

The Project Engineer shall submit 60%, 90% and 100% progress review submittals of the Survey Maps, including a final submittal in 11 inches x 17 inches formats, as well as electronic copies in AutoCAD and PDF format.

The Project Engineer shall analyze each proposed acquisition to identify the appropriate property interest to be acquired (fee simple right-of-way, drainage easement, fill slope easement, temporary construction easement, temporary demolition easement, etc.) and show on the Survey Maps.

The submittal of the 60% Survey Maps shall show the baseline of survey and the centerline of construction as the same line.

The Project Engineer shall have a licensed Professional Surveyor and Mapper monument the center line of construction at stations that are not more than 600 feet apart and at all P.C.'s, P.T.'s, side street intersections, and changes in direction. Stationing shall be marked in the field. Similar monumentation and markings shall be provided at all side streets up to 150 feet beyond the limits of the topographic survey. The centerlines of construction shall be referenced to permanent monumentation located outside the limits of construction at the beginning and end of project, all P.C.'s and P.T.'s, all changes in direction, and intermediate points such that referenced points are spaced not more than 600 feet apart. All Centerline Control points shall have a minimum of 3 reference points set outside the limits of construction and shall be shown on the Survey Maps. Horizontal control, as stated above shall be tied to the Florida State Plane Coordinate System, North American Datum of 1983/1990 Adjustment East Zone and shall be shown on the Survey Maps.

After approval of the 100% Maps any modifications shall be addressed in accordance with Section 5.5.

B. Parcels

1. Legal Descriptions and Parcel Sketches

Project Engineer shall have a licensed Professional Surveyor and Mapper prepare legal descriptions and parcel sketches for each parcel as necessary in accordance with the previously described Orange County Procedures for Right-of-Way Engineering. A draft of each legal description and parcel sketch for every parcel shall be submitted prior to the 90% survey maps, if required. If any parcels are

added or modified prior to the 100% survey map submittal, the Project Engineer shall submit the legal descriptions and sketches of the modified parcels with revisions to the survey maps showing the modifications. The signed and sealed final Parcel Sketches and Legal Descriptions shall be submitted upon request by the County for use in parcel acquisitions, but not later than with the submittal of the 100% Survey Maps.

2. Parcel Staking for Appraisal (If Required)

The Project Engineer shall have a licensed Professional Surveyor and Mapper stake the limits of acquisition on each parcel in preparation for appraisals. The timing and method of marking the acquisition limits shall be as directed by the Project Manager.

C. Changes to Documents during Right-of-Way Acquisition

There shall be a limiting amount in this contract to cover work required due to right-of-way acquisition or other developments. This work shall include, but not limited to changes to construction plans (beyond the normal design process as agreed to by the County), survey maps, legal descriptions and parcel sketches. It will also include staking parcels at the County's request (in addition to the parcel staking for appraisals), attendance at Order of Taking Hearings, Mediations and Settlement Conferences, and responding to questions posed by the County from property owners and property owners' representatives and experts. This work may be required at any time during the contract at the request of the County. It will be billed on an hourly basis, as approved by the Project Manager. The limiting amount shall include hourly rates for the Project Engineer and all applicable sub-Project Engineers including, but not limited to, surveyor, drainage engineer and environmental staff.

D. Deliverables

Work to be completed under this section shall require the following items to be certified, signed/sealed, delivered and accepted by the County:

- Survey Maps for Right-of Way Acquisition (60%, 90%, 100%, and Final)
- Parcel Legal Descriptions and Sketches (Draft and Final) (If Required)
- Parcels staked for appraisal, (If Applicable)
- Updated/Modified documents during right-of-way acquisition
- All of the above items must be in an acceptable Orange County format approved by the Project Manager. Hardcopies and electronic submittals will be certified where required and approved by the Project Manager.

VI. Design Survey Services

The Project Engineer shall have a licensed Professional Surveyor and Mapper conduct field surveys as necessary to support the design of the project. These Map of Surveys shall include, but not be limited to, horizontal and vertical control surveys and topographic surveys of the roadway alignment and adjacent areas and retention ponds, mitigation areas, wetland, jurisdictional limits, environmentally sensitive areas, flood plain compensation areas, or other areas where information is needed to support the design and permitting of the project.

Controlled aerial photography or other data collection methods may be used to collect topographic information as approved by the Project Manager. When aerial photography is used the Project Engineer shall provide all necessary control and shall document the setting of targets and collection of other control information as required above.

All such survey information will be recorded in a cross section field book that has 10 columns by 10 rows per inch on both pages supplied by the Project Engineer. The field book remains the property of the County, and must be submitted with the Final Construction Plans, if required. When a data collector is used, the Project Engineer shall submit a paper copy of the raw data files and coordinate data files bound in a book, together with an electronic copy on a disk.

All survey work shall meet the requirements of Chapter 472, Florida Statutes, and Chapter 5J-17, Florida Administrative Code, and shall provide sufficiently detailed information to meet the design requirements of the project. Survey data shall be sufficient to establish drainage basins, address localized drainage issues within and adjacent to the project limits, and include all areas as necessary to address project design considerations. All surveys shall result in a Map of Survey stating the type and/or purpose of the survey it depicts and be signed and sealed by a Professional Surveyor and Mapper registered in the State of Florida and delivered to the Project Manager.

A. Horizontal Control and Monumentation

Project Engineer shall show the center line of construction monuments at each 600-foot station and at all P.C.'s, P.T.'s, side street intersections, and changes in direction. Stationing which was marked in the field per Section 5.1. Horizontal control shall be tied to the Florida State Plane Coordinate System, North American Datum of 1983/1990 Adjustment East Zone and either shown graphically or in tabulation format on the Survey Control Sheet(s) (see Section 6.3 below).

B. Vertical Control and Monumentation

All vertical control shall be based on NAVD 1988 datum, and shall be established from at least two (2) Orange County benchmarks or NGS marks. Permanent benchmarks shall be set outside the limits of construction. The location of benchmarks shall be approximately 600 feet apart and coordinated with the design such that a minimum of two benchmarks are identified on each sheet of the

construction plans. Features that may be moved/adjusted in the future (e.g., utility poles, fire hydrants, etc.) shall not be used for benchmarks. Preferred locations include, but not limited to concrete drop inlets, concrete curb inlets, concrete headwalls, etc. or other permanent structures as approved by the County Surveyor or his/her agent. Vertical data shall be of sufficient accuracy to support the development of profiles and/or cross sections at intervals not exceeding 50 feet, including, but not limited to the main line roadway, side streets, drainage ways, retention ponds, etc. Check cross sections shall be measured at appropriate intervals, but no less than every 1,000 feet.

C. Survey Control Sheet(s)

Project Engineer shall prepare Survey Control Sheet(s) for inclusion in the Construction plans. The survey control sheet(s) shall identify and show the location and type of all horizontal control points, reference points (three (3) outside of proposed right-of-way limits) and benchmarks. Details shall be included as necessary to clarify the relationship of monumentation and project control lines. The survey control sheet(s) shall be signed and sealed by a Professional Surveyor and Mapper registered in the State of Florida, and shall conform to the requirements of Chapter 5J-17 of the Florida Administrative Code. The Survey Control Sheet(s) shall also include, but not limited to the following:

- The complete centerline alignment data (set per Section 5.1), including beginning of survey station, all curve data, P.C.'s, P.T.'s, side street intersections, changes of directions, all intermediate control point stations, and end of survey station must be shown. All control points must be identified as to type of material set and/or found at each respective point and referenced.
- All section lines, all quarter section lines, (and all quarter-quarter section lines when pertinent) must be shown with the station where their intersection with the centerline or baseline of survey occurs, a distance from the nearest corner to the centerline, and bearings and distances to all corners. The type of corner, found or set, shall be spelled out or identified by a legend.
- Centerline data will be referenced to State Plane Coordinate System, and labeled on the Survey Control Sheet(s) using North American Datum of 1983/1990 adjustment (NAD83/90) East Zone and state the type of Network RTK used for the project, (If Applicable). Information placed on the Survey Control Sheet(s) can be either in tabular format or placed on the survey alignment.
- Survey Control Sheet will include all Centerline Control points and reference points for centerline (set per Section 5.1) and shall be shown on the Survey Control Sheet(s).

- All Benchmarks shall be shown both in graphic and note form on the Survey Control Sheet(s).

D. Deliverables

- Control Survey
- Design Survey
- Design Survey Field Books and/or raw data files hard copies and electronic copies
- Design Survey Computation Book
- Subsurface utility locations
- Boring locations

VII. Geotechnical Services

The Project Engineer shall be responsible for a complete geotechnical investigation. All work performed by the Project Engineer shall be in general accordance with the Florida Department of Transportation Soils and Foundation Handbook and other applicable standards, or as otherwise described in this scope of services. Any changes regarding geotechnical standards, policies and procedures shall be discussed on a project-by-project basis. The Project Engineer shall be responsible for obtaining any permits needed to perform the work. The County will assist in obtaining property owner permission to perform the necessary geotechnical fieldwork.

A. Data Collection

The Project Engineer shall review printed literature including topographic maps, county agricultural maps, aerial photographs (including historic photos), ground water resources, geology bulletins, potentiometric maps, pile driving records, historic construction records and other geotechnical related resources. Prior to field investigations, the Project Engineer shall review U.S.G.S., S.C.S and potentiometric maps to identify areas with problematic soil and groundwater conditions.

B. Roadway

The Project Engineer shall be responsible for coordination of all geotechnical related fieldwork activities. The Project Engineer shall retain all samples until Final Plans are submitted.

1. A preliminary roadway exploration shall be performed before the 30% plans submittal. The preliminary roadway exploration will be performed and results provided to assist in setting roadway grades and locating potential problem areas. Boring frequency shall be one every 600 feet. Borings shall be of sufficient depth to determine seasonal high water elevation and other

critical geotechnical features. The preliminary auger borings shall be surveyed for use in the final design.

Pavement cores shall be obtained in areas to be milled and resurfaced, and specifically at the following locations:

-
- 2. The final roadway exploration shall include one auger boring every 200 feet to a depth of 5 feet. The borings shall be extended to 20 feet every 600 feet along the roadway. Boring depths shall be adjusted to accommodate roadway cuts and utility excavations. Additional borings or muck probes shall be performed in suspected muck areas to evaluate the extent of organic soils.

Standard Penetration Test (SPT) borings shall be performed every 400 feet in high fill embankment areas (i.e., fill greater than about 10 feet). SPT boring depths shall be to 1.5 times the fill height. Undisturbed samples of compressible materials such as muck, peat, clay or silt shall be obtained for use in consolidation testing for settlement analysis.

Routine soil classification shall be performed on representative samples obtained from the borings. These tests typically include grain size analysis, percent fines, Atterberg limits, organic content and moisture content. Additional bulk samples of representative soils encountered along the alignment shall be collected for Limerock Bearing Ratio (LBR) and corrosion testing. All laboratory testing and classification shall be performed in accordance with applicable AASHTO or ASTM standards.

C. Stormwater Systems

The Project Engineer shall evaluate subsurface conditions in proposed stormwater systems. For stormwater ponds, two auger borings to a depth of 20 feet below the bottom of the proposed pond elevation shall be performed per acre of pond. One field permeability test per acre of pond shall also be provided. One auger boring to a depth of 20 feet shall be performed every 500 feet for exfiltration trenches and treatment swales. One field permeability test or Double Ring Infiltrometer (DRI) test shall be performed every 500 feet.

Two auger borings per acre shall be performed in proposed floodplain compensation areas and mitigation areas to a depth below the proposed lowest elevation in those areas.

The Project Engineer shall provide an analysis of stormwater volume recovery through infiltration or background see page analysis as required.

D. Special Geotechnical Investigations

This shall include box culverts, signals, overhead signs and retaining walls. A minimum of two SPT borings shall be performed to a depth of 30 feet at each box culvert location.

Borings shall also be drilled to a depth of 30 feet at the mast arm pole locations.

SPT borings shall be performed 40 feet deep at each overhead cantilever or truss sign location.

SPT borings shall be performed every 200 feet along retaining wall alignments to a depth equal to 2 times the wall height. The borings shall be sampled on two-foot centers to ten feet and at five-foot centers thereafter to the termination depth.

E. Contamination Evaluation

The Project Engineer shall determine the location and extent of soil and groundwater contamination within the project limits, and shall avoid or minimize impacts to contaminated areas to the extent possible. The report shall include a search of all applicable databases to determine if a contaminated site is adjacent to the project, results from water and soil testing, and potential impacts to the project and a recommendation of how to handle any possible contamination that may affect the project.

1. Contamination Screening Evaluation Report (CSER)

The Contamination Screening Evaluation Report prepared during the Preliminary Design Study shall be updated as requested by the County. The update is intended to obtain and review the most current information about potential contamination impact sites identified in the Roadway Conceptual Analysis Contamination Screening Evaluation Report and to identify any new sites not identified in the original report. The methodology to be used to update the report shall be compatible to that used in the Preliminary Design Study.

2. Preliminary Contamination Assessment (PCA)

The Project Engineer shall perform Preliminary Contamination Assessment on sites identified in the Contamination Screening Report as MEDIUM or HIGH risk for contamination impacts. Prior to construction, soil and groundwater samples shall be obtained from those sites and tested for the presence of contaminant of concern as identified in the report. Based on the

Preliminary Design Study Contamination Screening Evaluation Report, the following sites shall be investigated:

-

The Preliminary Contamination Assessment investigations shall be performed in such a manner as to detect the contaminants of concern identified in the Contamination Screening Evaluation Report. For petroleum-impacted sites, auger borings with Organic Vapor Analyzer soil screening shall be performed at locations where contamination is most likely. A laboratory shall test soil samples with high Organic Vapor Analyzer readings. Groundwater samples shall be obtained and analyzed for the contaminants of concern using testing protocols approved by the Florida Department of Environmental Protection. If appropriate, geophysical methods such as Ground Penetrating Radar or Magnetometer surveys shall be performed to look for unknown buried fuel storage tanks or other buried objects of concern such as sumps, pits, etc. All field and sampling activities shall conform to Florida Department of Environmental Protection requirements. A Florida Department of Health approved laboratory shall perform all laboratory analyses. Prior to drilling any borings or installing/obtaining groundwater samples, the location of underground utilities shall be determined and sampling locations cleared in accordance with local regulations.

The County shall assist the Project Engineer in obtaining access onto private property as necessary to conduct the Preliminary Contamination Assessments.

The approximate area of potential construction contamination impacts shall be crosshatched on the plan view of the roadway and labeled as "Approximate Limits of Potential Contamination Area." The following issues shall be addressed in the plans, details and/or specifications:

- Type of contamination.
- Specific Contractor responsibilities (dewatering, disposal of contaminated soils, etc.).
- Special permitting requirements and constraints.

F. Geotechnical Reports

1. Roadway Soil Survey Report

The Project Engineer shall submit a preliminary Roadway Soil Survey Report with the 60% plans and a final report with the 90% plans. The preliminary and final Roadway Soil Survey Reports shall include the following:

- Copies of U.S.C.G.S and S.C.S. maps with project limits shown.

- A report of tests sheet (i.e. Roadway Soil Survey sheet) that summarizes the laboratory test results, the soil stratification (i.e., soils grouped into layers of similar materials) and construction recommendations relative to FDOT Standard Plans 120-001 and 120-002.
- Data interpretation and analysis including a Design LBR, seasonal high groundwater levels for roadway base clearance, aquifer parameters for stormwater systems and volume recovery analysis, limits of unsuitable material and removal recommendations, magnitude and time rate of embankment settlement, calculation of factor of safety for embankment slope stability, and embankment construction recommendations.
- Determination of seasonal high water shall consider proposed improvements impacting existing hydrological features, and identifying impacts to adjacent properties, including existing septic systems.
- An Appendix that contains stratified soil boring profiles, laboratory test data sheets, sample embankment settlement and stability calculations, design LBR calculation/graphs, and other pertinent calculations.

2. Miscellaneous Structure Foundation Report

The Project Engineer shall prepare a Miscellaneous Structure Foundation Report to cover traffic signal and sign supports, box culverts and walls. The report shall include the following:

- Copies of U.S.C.G.S. and S.C.S maps with project limits shown.
- A summary of structure background data, U.S.G.S., S.C.S, geologic and potentiometric data.
- Data interpretation and analysis including design soil profiles(s) that include the soil model/type of each layer and all soil properties required for foundation design, lateral earth pressure coefficients, estimated differential and total (long term and short term) settlements, wing wall stability evaluation, external stability of conventional and retained earth wall systems, soil parameters used in analysis for retained earth wall systems and minimum soil reinforcement lengths versus wall heights, sheet pile wall analysis, and a review of the design for geotechnical compatibility and constructability.
- Recommendations for foundation installation, or other site preparation soils related construction considerations.
- An Appendix which includes SPT boring profiles, data from any specialized field tests, engineering analysis, notes/sample calculations, sheets showing ultimate bearing capacity curves versus elevation for piles and drilled shafts, and any other pertinent information.

G. Deliverables

- Roadway Soil Survey Report (Preliminary and Final)
- Miscellaneous Structures Foundation Report
- Updated Contamination Screening Evaluation Report
- Contamination Assessment Report (If Required)

VIII. Post Design Services

The Project Engineer shall provide engineering support as necessary which includes, but is not limited to, the following:

A. Shop Drawing Review

The Project Engineer shall provide engineering services to complete a shop drawing review for bridge and structural component submittals.

B. Construction Administration

The Project Engineer shall provide engineering services during the construction of the project as requested by the County. The Project Engineer may be required to attend a Pre-Bid Construction Meeting, the Pre-Construction Conference or any other meeting requested by the County.

C. Modification of Final Construction Plans

Project Engineer shall update and modify the final Construction Plans as may be necessary to reflect changes in proposed improvements identified after submittal of the 100% plans. The Project Engineer shall provide signed and sealed copies of the updated final construction plans. Additional signed and sealed copies of the final construction plans, or portions thereof, shall be provided during the completion of the right-of-way acquisition process, as requested by the County. Plans may require revisions until the completion of the right-of-way acquisition process.

D. Permit Renewals and Extensions

Project Engineer will be responsible for renewals and extensions of the permits as requested by the County.

TABLE OF DELIVERABLES

The Deliverables will vary depending if Orange County is constructing party.

I. Administration

<i>Final Design Project Schedule – Paper, Digital File & pdf File</i>	<i>3/1/1 Copies</i>
<i>Construction Time Estimate – Paper, Digital File & pdf File</i>	<i>3/1/1 Copies</i>
<i>Workshop Review Meeting Minutes Paper & pdf file</i>	<i>1/1 Copies</i>

II. Public Involvement

<i>Public Involvement Plan – Paper, Digital File & pdf File</i>	<i>3/1/1 Copies</i>
<i>Small Group Meeting Materials</i>	<i>As required</i>

III. Design and Plans Preparation

<i>Preliminary Drainage Calculations – Paper & Digital pdf File</i>	<i>3/1 Copies</i>
<i>Final Drainage Calculations (Signed & Sealed & pdf File)</i>	<i>3/1 Copies</i>
<i>Roadway Design Criteria Package (Paper & pdf File)</i>	<i>3/1 Copies</i>
<i>Typical Section Package (Paper & pdf File)</i>	<i>3/1 Copies</i>
<i>Pavement Design Package (Paper & pdf File)</i>	<i>3/1 Copies</i>
<i>60% & 90% Cost/Engineers Estimate – Paper</i>	<i>2 Copies</i>
<i>Final Cost/Engineers Estimate – Paper, Digital File & pdf File)</i>	<i>3/1/1 Copies</i>
<i>Design Notes</i>	<i>3 Copies</i>
<i>Draft Schedule of Prices and Technical and Special Provisions – Paper & MS Word File</i>	<i>3/1 Copies</i>
<i>Final Schedule of Prices Technical and Special Provisions – Paper & MS Word File</i>	<i>3/1 Copies</i>
<i>Electronic Bid Document Package</i>	<i>1 Copy</i>
<i>Final Electronic Design and Topography files (ACAD 2010 & Microstation)</i>	<i>1 Copy</i>
<i>Environmental Consideration Plans -Paper, Digital File & pdf File</i>	<i>3/1/1 Copies</i>
<i>Draft Bid Package – Paper, Digital file</i>	<i>3/1 Copies</i>
<i>Final Bid Package – Paper, Digital File, pdf File</i>	<i>3/1/1 Copies</i>

A - Construction Plans

<i>30% Submittal – Paper (11"x17")/ pdf,</i>	<i>10/1 Copies</i>
<i>60% Submittal – Paper (11"x17")/ pdf,</i>	<i>13/1 Copies</i>
<i>90% Submittal – Paper (11"x17")/ pdf,</i>	<i>13/1 Copies</i>
<i>100% Submittal – Paper (11"x17") / pdf</i>	<i>13/1 Copies</i>

B - Final Construction Plans

Hard Copy – Paper, (11"x17")	25 Copies
Hard Copy – Paper, (11"x17") (Signed and Sealed)	3 Copies
Digital Files – AutoCAD 2010, Microstation & pdf Files	1 Copy each

IV. Permitting

Water Management District/ACOE Permit Package (Paper & pdf File)	1 Copy
Threatened and Endangered Species Reports and After Action Report (if applicable)	1 Copy
N.P.D.E.S. Pollution Prevention Plan (Paper & pdf Files)	3/1 Copies
Special Permit Documents (signed and scaled surveys). If required	3 Copies
Site Evaluation Report (Paper & pdf File)	1/1 Copy

V. Right-of-Way Engineering

Sample Format (with list of parcels for each)	1 Copy/Format
Draft Sketches and Legal Descriptions	3 Copies
Final Sketches and Legal Descriptions (Signed and Sealed)	7 Copies/Parcel
(Hard copy, Digital, PDF copy)	
Right-of-Way Survey Field Books	Original Books
Raw Data Files – Paper	1 Copies
Right-of-Way Computation Book	1 Copies
Parcels Staked in Field for Appraisal	2 Time/Parcel
Minimization of Compensable Impacts Report (Paper & pdf File)	3/1 Copies
Updated/Modified Sketches and Legal Descriptions	7 Copies/Parcel

A - Preliminary Surveys: Right-of-Way, Boundary, Specific, Miscellaneous

30% Submittal – Paper, 11" X 17" Sized, PDF copy	3/1 Copies
60% Submittal – Paper, 11" X 17" Sized, PDF copy	3/1 Copies
90% Submittal – Paper, 11" X 17" Sized, PDF copy	3/1 Copies
100% Submittal – Paper, 11" X 17" Sized, PDF copy	3/1 Copies

B - Final Surveys: Right-of-Way, Boundary, Specific, Miscellaneous

Hard Copy – Paper, 11" X 17" Sized (Signed and Sealed)	3 Copies
Digital Files – AutoCAD 2016 & pdf Files	1 Copy each

C- Updated/Modified Surveys: Right-of-Way, Boundary, Specific, Miscellaneous (Each Modification Cycle)

Hard Copy – Paper, 11" X 17" Sized, PDF copy	3 Copies
Hard Copy – Paper, 11" X 17" Sized (Signed & Sealed), PDF copy	3 Copies

VI. Design Survey Services

<i>Control Survey – paper copies signed and sealed, PDF copy</i>	<i>3 Copies</i>
<i>Design Survey – paper copies signed and sealed, PDF copy</i>	<i>3 Copies</i>
<i>Design Survey Field Books (Signed and Sealed)</i>	<i>All Books</i>
<i>Raw Data Files – Paper</i>	<i>1 Copy</i>
<i>Design Survey Computation Book, if applicable</i>	<i>1 Copy</i>

VII. Geotechnical Services

<i>Final Preliminary Roadway Soil Survey Report (including ponds and swales)</i>	<i>3 Copies</i>
<i>Roadway Soil Survey Report (including ponds and swales)(S & S)</i>	<i>3 Copies</i>
<i>Miscellaneous Structure Foundation Report</i>	<i>3 Copies</i>
<i>Updates Contamination Screening Report</i>	<i>3 Copies</i>
<i>Preliminary Contamination Assessment Report</i>	<i>3 Copies</i>
<i>Box Culvert Report (If Required) (Signed & Sealed)</i>	<i>3 Copies</i>
<i>Mast Arm Signal Pole Report (Signed & Sealed)</i>	<i>3 Copies</i>
<i>Retaining Walls Report (Signed & Sealed)</i>	<i>3 Copies</i>

Exhibit "A-7"

FLEMINGS ROAD PRELIMINARY ALIGNMENT AND GRADE STUDY

FLEMINGS ROAD

From Lake County Line to CR 545 (Avalon Road)

Approximate Length: 1.0 miles

Orange County

Scope of Services

The Consultant shall conduct a Preliminary Alignment and Grade Study for Flemings Road from the Lake County line to CR 545 (Avalon Road). This scope is an addendum to the CR 545 (Avalon Road) from Water Springs Boulevard to south of New Hartzog Road scope.

The tasks included in this Scope of Services include the following seven elements:

1. Roadway Typical Section
2. Horizontal Geometry
3. Necessary Easements for Drainage and Grading
4. Profile of Vertical Alignment
5. Preliminary Stormwater Calculations
6. Stormwater Pond Sizes and Locations
7. Identification of Existing Utilities within the Corridor

The scope of service addresses each task within these elements and serves to further define specific requirements. Documents and graphics completed with each task shall be delivered both as a Pdf and in the original, editable format. Each shall also be developed so as to be able to be easily used for public display as necessary at the Avalon Road public meetings.

1.0 Roadway Typical Section

The Consultant shall use the approved four-lane divided urban typical section for Flemings Road. This typical includes a 112-ft wide right-of-way. (See Exhibit _)

2.0 Horizontal Geometry

The Consultant shall develop horizontal geometry for the approved roadway typical section. This geometry shall be based on Florida Greenbook and Orange County criteria. This horizontal geometry shall include the proposed roadway centerline, right-of-way, and easements required. This alignment shall address Cross Section elements and Temporary Traffic Control. The consultant shall provide the County with vertical and horizontal geometry control sheets to include:

1. Curve number
2. Point of Intersection station
3. Change in degrees, minutes, and seconds
4. Degree of curve

5. Tangent length
6. Arc length
7. Radius
8. Point of Curvature station
9. Point of Tangency
10. Super elevation rate

2.1 Access Management, Intersections and Turn Lanes

The Consultant shall review the current Florida Department of Transportation State Highway System Access Management classifications and define the access management that may be applicable to this project. The design geometry shall be mapped and account for the access management, pedestrian crossings, intersection geometry and turn lanes needed.

2.2 Analyze Horizontal Alignment

The Consultant shall analyze the benefits and impacts associated with the Horizontal Alignment developed in Section 2.0 in conjunction with the evaluation or permitting of the recommended improvements to CR 545 (Avalon Road) from Water Springs Boulevard to south of New Hartzog Road. The analysis to be performed shall specifically include safety, cost, traffic capacity (as developed in the CR 545 PDS Scope), good engineering practices and environmental considerations, some of which are more particularly described below:

- Cost Analysis – The Consultant shall develop construction cost estimates.
- Wetland and/or Upland Impacts – The Consultant shall include this section of Flemings Road in the Wetland Delineation and Agency Field Review section (IV.A.2) of the CR 545 (Avalon Road) Scope. The Consultant shall estimate the acres of wetlands and/or equivalent uplands impacted and identify potential mitigation strategies, including costs.
- Flood Plain Impacts – The Consultant shall estimate the extent of flood plain encroachment and identify potential floodplain compensation alternatives and costs.
- Contaminated Sites Impacted – The Consultant shall identify the location of any contaminated or potentially contaminated sites, known extent of contaminated soil, groundwater and/or surface water and the location of pollutant storage tanks or other regulated materials storage areas or vessels and shall recommend whether a Phase II Environmental Site Assessment is necessary. This activity shall be included in the CR 545 (Avalon Road) scope section VII E.
- Geotechnical Analysis – The Consultant shall evaluate the suitability of the soil underlying the alignment and for pond construction. Include this section of Flemings Road in the CR 545 (Avalon Road) section VII.

3.0 Necessary Easements for Drainage and Grading

The Consultant shall provide easements for any proposed drainage and grading required outside of proposed right-of-way.

4.0 Profile of Vertical Alignment

The Consultant shall provide a vertical profile for the horizontal geometry developed in Section 2.0. This geometry shall be based on Florida Greenbook and Orange County criteria.

5.0 Stormwater Pond Sizes and Locations

The Consultant shall document and provide to the County the appropriate sizes and selected locations of stormwater ponds and off-site/bypass systems necessary to accommodate the typical sections and easements. Additionally, the Consultant shall meet with all property owners along the corridor to review the stormwater plan including proposed stormwater pond, easement locations and proposed alignment developed in Sections 1.0, 2.0 and 4.0 of this scope. The Consultant shall provide a digital copy of associated Interconnected Channel and Pond Routing (ICPR) model output files to the County.

6.0 Identification of Existing Utilities within the Corridor

The Consultant shall identify any existing and proposed utilities, which may influence location and design consideration, including but not limited to the following:

- Overhead: transmission lines, microwave towers, etc.
- Land Surface: utility boxes, valves and shut-offs, potable or irrigation water supply wells, etc.
- Underground: water, gas, sanitary sewer, force mains, power and telephone cables, etc.

The Consultant shall map and document this information.

7.0 Deliverables

TABLE OF DELIVERABLES

Reports, Maps and Graphics

<i>Color Aerial Base Map with proposed alignment</i>	<i>2 Copies</i>
<i>Preliminary Conceptual Plans (Plan and Profile)</i>	<i>2 Copies</i>
<i>Pond Siting Report</i>	<i>2 Copies</i>
<i>Existing Utility Map</i>	<i>2 Copies</i>
<i>Right-of-Way Limits and Proposed Easements</i>	<i>2 Copies</i>
<i>Roadway Cost Estimation</i>	<i>2 Copies</i>

Composite Exhibit "B"
Parcel ID Numbers and Property Legal Descriptions

[See attached legal descriptions for the following Signatory Owners and Parcel ID Numbers]

List of Signatory Owners & Orange County Parcel ID Numbers

No.	Name of the Party	Parcel I.D. Number(s)
1.	SPRING GROVE, LLC , a Delaware limited liability company	19-24-27-0000-00-001 19-24-27-0000-00-004 19-24-27-0000-00-017 19-24-27-0000-00-018 19-24-27-0000-00-019 18-24-27-0000-00-003 18-24-27-0000-00-004 30-24-27-0000-00-028
2.	BB GROVES, LLC , a Delaware limited liability company, doing business in Florida as B Bank Groves, LLC, a Delaware limited liability company	30-24-27-0000-00-003
3.	WITHERS, LLC , a Delaware limited liability company, registered to do business in the State of Florida as "Withers Properties, LLC"	29-24-27-0000-00-001 29-24-27-0000-00-003 29-24-27-0000-00-004 29-24-27-0000-00-008 29-24-27-0000-00-009 29-24-27-0000-00-010 30-24-27-0000-00-011
4.	COLUMNAR PARTNERSHIP HOLDING I, LLC , a Indiana limited liability company	20-24-27-0000-00-009 30-24-27-0000-00-024 29-24-27-0000-00-017 18-24-27-0000-00-006
5.	KRPC HARTZOG, LLC , a Florida limited liability company	29-24-27-0000-00-013 29-24-27-0000-00-014
6.	SP COMMERCIAL INVESTORS, LLC , a Florida limited liability company	30-24-27-0000-00-012 30-24-27-0000-00-021
7.	THOMAS J. KARR, JR. and TAMI G. KARR , husband and wife, as to 50% vested interest (" Karr "), and DONALD R. ALLEN, JR. and PATRICIA A. ALLEN , husband and wife (" Allen "), as to 50% vested interest	29-24-27-0000-00-002

No.	Name of the Party	Parcel I.D. Number(s)
8.	TITAN-LIBERTY LAKE UNDERHILL JOINT VENTURE , a Florida general partnership (" Titan ") as to 50% vested interest, and VILLAGE I 545, LLC , a Florida limited liability company (" Village I 545 "), as to 50% vested interest	19-24-27-0000-00-002 19-24-27-0000-00-014 19-24-27-0000-00-013 19-24-27-0000-00-012 19-24-27-0000-00-015 19-24-27-0000-00-021
9.	SPRING GROVE PROPERTIES, LLC , a Florida limited liability company	18-24-27-0000-00-009
10	<i>[Intentionally left blank]</i>	<i>[Intentionally left blank]</i>
11	<i>[Intentionally left blank]</i>	<i>[Intentionally left blank]</i>
12	<i>[Intentionally left blank]</i>	<i>[Intentionally left blank]</i>
13	LAKE DENNIS, LLC , a Florida limited liability company	18-24-27-0000-00-002
14	M/I HOMES OF ORLANDO, LLC , a Florida limited liability company	19-24-27-0000-00-003 19-24-27-0000-00-022
15	KHOV WINDING BAY II, LLC	17-24-27-0000-00-003 17-24-27-0000-00-012

[PROPERTY LEGAL DESCRIPTIONS ON FOLLOWING PAGES]

SPRING GROVE, LLC, A DELAWARE LIMITED LIABILITY COMPANY

Parcel 1: 19-24-27-0000-00-001

A portion of the Northwest 1/4 of the Northeast 1/4 of Section 19, Township 24 South, Range 27 East, Public Records of Orange County, Florida. Lying South of Lake Star Road.

Less and Except the following described parcel:

The Southeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 19, Township 24 South, Range 27 East, Public Records of Orange County, Florida.

and

Less and Except that portion for Road Right of Way as contained in Right of Way Agreement recorded December 24, 1968, in Official Records Book 1790, Page 704, Public Records of Orange County, Florida.

Parcel 2: 19-24-27-0000-00-004

The Southeast 1/4 of the Southwest 1/4 of Section 19, Township 24 South, Range 27 East, Orange County, Florida.

and

The Northwest 1/4 of the Northeast 1/4, lying West of Avalon Road and the Northeast 1/4 of the Northwest 1/4 of Section 30, Township 24 South, Range 27 East, Orange County, Florida.

Less and Except:

That portion of the Northeast 1/4 of the Northwest 1/4 and that portion of the Northwest 1/4 of the Northeast 1/4 of Section 30, Township 24 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northwest corner of the Northeast 1/4 of said Section 30; thence run South 01°10'05" West, along the West line of the Northeast 1/4 of said Section 30, a distance of 601.69 feet to the Point of Beginning; thence run North 89°24'04" East, departing said West line, a distance of 1022.70 feet to a point on the Westerly Right-of-Way line of Avalon Road (A 66.00 foot wide Right-of-Way per Orange County Road Bond Project No. 75A, recorded in Deed Book 402, page 316, of the Public Records of Orange

County, Florida), said point being on a non-tangent curve, concave Easterly, having a radius of 3075.25 feet, a central angle of 03°01'18", a chord bearing and distance of South 06°31'03" West, 162.16 feet; thence Southwesterly along said Westerly Right-of-Way line and along the arc of said curve, a distance of 162.18 feet to a point of tangency; thence run South 05°00'24" West, along said Westerly Right-of-Way line, a distance of 567.01 feet to a point on the South line of the Northwest 1/4 of the Northeast 1/4 of said Section 30; thence departing said Westerly Right-of-Way line, run South 89°23'35" West, along said South line, a distance of 880.54 feet; thence departing said South line North 46°58'54" East, a distance of 330.08 feet to a point of curvature of a curve, concave Westerly, having a radius of 130.00 feet, a central angle of 102°09'55", a chord bearing and distance of North 04°06'03" West, 202.29 feet; thence Northwesterly along the arc of said curve a distance of 231.81 feet to a point of tangency; thence run North 55°11'00" West, a distance of 109.60 feet; thence run North 50°13'57" West, a distance of 57.18 feet; thence run North 44°53'50" West, a distance of 279.74 feet; thence run North 89°24'04" East, a distance of 30.25 feet to the Point of Beginning.

Parcel 3: 19-24-27-0000-00-017

That part of the North 1/2 of the Northwest 1/4, lying North of Lake Star Road, of Section 19, Township 24 South, Range 27 East, Public Records of Orange County, Florida.

Less and Except that portion for Road Right of Way as contained in Right of Way Agreement recorded December 24, 1968, in Official Records Book 1790, Page 704, Public Records of Orange County, Florida.

Parcel 4: 19-24-27-0000-00-018

That part of the North 1/2 of the Northwest 1/4, lying South of Lake Star Road, of Section 19, Township 24 South, Range 27 East, Public Records of Orange County, Florida.

Less and Except that portion for Road Right of Way as contained in Right of Way Agreement recorded December 24, 1968, in Official Records Book 1790, Page 704, Public Records of Orange County, Florida.

Parcel 5: 19-24-27-0000-00-019

Southeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 19, Township 24 South, Range 27 East, Public Records of Orange County, Florida.

Parcel 6: 18-24-27-0000-00-003

The Southeast 1/4 of the Southwest 1/4 of Section 18, Township 24 South, Range 27 East, Public Records of Orange County, Florida.

Parcel 7: 18-24-27-0000-00-004

Portion of the Northwest 1/4 of the Northeast 1/4 of Section 19, Township 24 South, Range 27 East, Public Records of Orange County, Florida, lying North of Lake Star Road.

Less and Except that portion for Road Right of Way as contained in Right of Way Agreement recorded December 24, 1968, in Official Records Book 1790, Page 704, Public Records of Orange County, Florida.

Parcel 8: 30-24-27-0000-00-028

West half of the Northwest 1/4 of Section 30, Township 24 South, Range 27 East, Public Records of Orange County, Florida.

Less and Except that portion conveyed to M/I Homes of Orlando, LLC recorded December 24, 2018, in Official Records Instrument Number 20190013381, Public Records of Orange County, Florida.

Parcel 8A: 19-24-27-0000-00-001

The Southeast 1/4 of the Northwest 1/4 of Section 19, Township 24 South, Range 27 East, Public Records of Orange County, Florida, Less and Except the South 600 feet thereof).

**BB GROVES, LLC, A DELAWARE LIMITED LIABILITY COMPANY,
DOING BUSINESS IN FLORIDA AS B BANK GROVES, LLC, A
DELAWARE LIMITED LIABILITY**

Parcel 9: 30-24-27-0000-00-003

The Southwest 1/4 of the Southwest 1/4 of Section 30, Township 24 South, Range 27 East, Orange County, Florida.

TOGETHER WITH:

The North 1/2 of the Southwest 1/4 and the Southeast 1/4 of the Northwest 1/4 in Section 30, Township 24 South, Range 27 East. Together with all grantor's right, title and interest in and to that certain Roadway Easement in Official Records Book 782, Page 119, of the Public Records of Orange County, Florida. And the North 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 30, Township 24 South, Range 27 East, lying West of County Road #75; and the Southwest 1/4 of the Northeast 1/4 West of Highway of Section 30, Township 24 South, Range 27 East, all in Orange County, Florida.

TOGETHER WITH:

The Northwest 1/4 of the Northwest 1/4 of Section 31, Township 24 South, Range 27 East, Orange County, Florida, less the South 30 feet for road.

**WITHERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY,
registered to do business in the State of Florida as "Withers
Properties, LLC"**

Parcel 10: 29-24-27-0000-00-001

The Northeast 1/4 of the Northwest 1/4 of Section 29, Township 24 South, Range 27 East, Public Records of Orange County, Florida.

Parcel 11: 29-24-27-0000-00-003

The North 1/2 of the Southwest 1/4 (Less the East 963 feet) of Section 29, Township 24 South, Range 27 East, Public Records of Orange County, Florida.

Parcel 12: 29-24-27-0000-00-004

The Southwest 1/4 of the Southwest 1/4 of Section 29, Township 24 South, Range 27 East, Public Records of Orange County, Florida.

Parcel 13: 29-24-27-0000-00-008

The East 488 feet of the North 1/2 of the Southwest 1/4 of Section 29, Township 24 South, Range 27 East, Public Records of Orange County, Florida.

Parcel 14: 29-24-27-0000-00-009

Commencing at the Northeast corner of the Southwest 1/4 of Section 29, Township 24 South, Range 27 East, run West 488 feet for a starting point; thence run South to the South boundary line of the Northeast 1/4 of the Southwest 1/4; thence West 475 feet; thence North to the North boundary of the Northeast 1/4 of the Southwest 1/4; thence East 475 feet to a Point of Beginning, all lying and being in Orange County, Florida.

Parcel 15: 29-24-27-0000-00-010

The Northwest 1/4 of the Northeast 1/4 and The Southwest 1/4 of the Northeast 1/4 and The Southeast 1/4 of the Northwest 1/4 of Section 29, Township 24 South, Range 27 East, Public Records of Orange County, Florida.

Less and Except the following described parcel:

That certain parcel of land situated in the Southeast 1/4 of the Northwest 1/4 of Section 29, Township 24 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Begin at the Southwest corner of the Southeast 1/4 of the Northwest 1/4 of aforesaid Section 29; thence North 00°19'17" East, along the West line of aforesaid Southeast 1/4 of the Northwest 1/4 of Section 29, a distance of 1013.22 feet; thence departing said West line, South 89°43'17" East, a distance of 799.31 feet to the point of curvature of a curve concave Southwesterly, having a radius of 25.00 feet, a central angle of 64°27'16", a chord bearing of South 57°29'40" East and a chord distance of 26.66 feet; thence Southeasterly along the arc of said curve a distance of 28.12 feet to the point of reverse curvature of a curve concave Northeasterly, having a radius of 930.00 feet, a central angle of 08°29'56", a chord bearing of South 29°31'00" East and a chord distance of 137.82 feet; thence Southeasterly along the arc of said curve a distance of 137.95 feet to the point of reverse curvature of a curve concave Westerly, having a radius of 25.00 feet, a central angle of 87°02'13", a chord bearing of South 09°45'09" West and a chord distance of 34.43 feet; thence Southerly along the arc of said curve a distance of 37.98 feet to the point of tangency; thence South 53°16'15" West, a distance of 25.84 feet to the point of curvature of a curve, concave Southeasterly, having a radius of 325.00 feet, a central angle of 52°56'58", a chord bearing of South 26°47'46" West and a chord distance of 289.77 feet; thence Southwesterly along the arc of said curve a distance of 300.35 feet to the point of tangency; thence South 00°19'17" West, a distance of 565.94 feet to a point on the South line of aforementioned Southeast 1/4 of the Northwest 1/4 of Section 29; thence South 89°54'59" West, along said South line, a distance of 735.02 feet to the Point of Beginning.

Parcel 16: 30-24-27-0000-00-011

The Southeast 1/4 of the Southeast 1/4 of Section 30, Township 24 South, Range 27 East, Public Records of Orange County, Florida.

COLUMNAR PARTNERSHIP HOLDING I, LLC, A INDIANA LIMITED LIABILITY COMPANY

Parcel 17: 20-24-27-0000-00-009

That portion of the North 1/2 of the Northwest 1/4 of Section 20, Township 24 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Begin at the Southeast corner of the Northeast 1/4 of the Northwest 1/4 of Section 20, Township 24 South, Range 27 South, thence North 89°58'44" West, a distance of 2068.83 feet; thence North 43°33'32" East, a distance of 843.54 feet; thence South 89°58'44" East, a distance of 1493.28 feet; thence South 00°32'15" West, a distance of 611.52 feet to the Point of Beginning.

Parcel 18: 30-24-27-0000-00-024

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

Commence at the Southwest corner of the Northwest 1/4 of the Northeast 1/4 of Section 30, Township 24 South, Range 27 East, thence North 89°23'35" East, a distance 89.06 feet to the Point of Beginning; thence North 46°58'54" East, a distance 330.08 feet to a point of curve concave Westerly having a radius 130 feet delta 102°09'55" chord bearing North 04°06'03" West an arc length 231.81 feet; thence North 55°11'00" West, a distance of 109.6 feet; thence North 50°13'57" West, a distance of 57.18 feet; thence North 44°53'50" West, a distance of 279.74 feet; thence North 89°24'04" East, a distance of 1052.95 feet to a point of curve of a non tangent curve concave Easterly having a radius of 3072.25 feet delta 03°01'18" chord bearing South 06°31'03" West an arc length 162.18 feet; thence South 05°00'24" West, a distance of 567.01 feet; thence South 89°23'35" West, a distance of 880.54 feet to the Point of Beginning.

Less and Except that portion conveyed to Orange County contained in Special Warranty Deed recorded March 26, 2018, in Official Records Instrument Number 20180175181, Public Records of Orange County, Florida, being more particularly described as follows:

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

Commence at the Southeast corner of the Northwest 1/4 of the Northeast 1/4 of said Section 30; thence run South 89°23'35" West, along the South line of the Northwest 1/4 of the Northeast 1/4 of said Section 30, a distance of 381.69 feet for the Point of Beginning; thence continue South 89°23'35" West, along the South line of the Northwest 1/4 of the Northeast 1/4 of said Section 30, a distance of 518.68 feet; thence run North 41°41'46" East, a distance of 268.96 feet; thence run North 89°23'35" East, a distance of 357.20 feet to a point to a point lying 27.50 feet West of (when measured perpendicular to) the Westerly right-of-way line of Avalon Road (County Road 545), a 66 foot wide right-of-way per Orange County Road Project No. 75A and Deed Book 402, Page 312, Public Records of Orange County Florida; thence run South 05°00'24" West, parallel with said Westerly right-of-way line, a distance of 199.88 feet to the Point of Beginning.

Parcel 19: 29-24-27-0000-00-017

That certain parcel of land situated in the Southeast 1/4 of the Northwest 1/4 of Section 29, Township 24 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Begin at the Southwest corner of the Southeast 1/4 of the Northwest 1/4 of aforesaid Section 29; thence North 00°19'17" East, along the West line of aforesaid Southeast 1/4 of the Northwest 1/4 of Section 29, a distance of 1013.22 feet; thence departing said West line, South 89°43'17" East, a distance of 799.31 feet to the point of curvature of a curve concave Southwesterly, having a radius of 25.00 feet, a central angle of 64°27'16", a chord bearing of South 57°29'40" East and a chord distance of 26.66 feet; thence Southeasterly along the arc of said curve a distance of 28.12 feet to the point of reverse curvature of a curve concave Northeasterly, having a radius of 930.00 feet, a central angle of 08°29'56", a chord bearing of South 29°31'00" East and a chord distance of 137.82 feet; thence Southeasterly along the arc of said curve a distance of 137.95 feet to the point of reverse curvature of a curve concave Westerly, having a radius of 25.00 feet, a central angle of 87°02'13", a chord bearing of South 09°45'09" West and a chord distance of 34.43 feet; thence Southerly along the arc of said curve a distance of 37.98 feet to the point of tangency; thence South 53°16'15" West, a distance of 25.84 feet to the point of curvature of a curve, concave Southeasterly, having a radius of 325.00 feet, a central angle of 52°56'58", a chord bearing of South 26°47'46" West and a chord distance of 289.77 feet; thence Southwesterly along the arc of said curve a distance of 300.35 feet to the point of tangency; thence South 00°19'17" West, a distance of 565.94 feet to a point on the South line of aforementioned Southeast 1/4 of

the Northwest 1/4 of Section 29; thence South 89°54'59" West, along said South line, a distance of 735.02 feet to the Point of Beginning.

Parcel 20: 18-24-27-0000-00-006

The South 150 feet of the West 350 feet of the Southeast 1/4 of Section 18, Township 24 South, Range 24 South, being more particularly described as follows:

Begin at the Southwest corner of the Southeast 1/4 of Section 18; thence North 01°02'31" East, a distance of 150 feet; thence North 88°41'51" East 350 feet; thence South 01°02'31" West, a distance of 150 feet; thence South 88°51'51" West, a distance of 350 feet to the Point of Beginning.

KRPC HARTZOG, LLC, A FLORIDA LIMITED LIABILITY COMPANY

Parcel 21: 29-24-27-0000-00-013

The West 300.00 feet of the East 670.00 feet of the Southeast 1/4 of the Southwest 1/4 of Section 29, Township 24 South, Range 27 East, Orange County, Florida.

Less and Except the South 30 feet thereof pursuant to Right of Way Agreement recorded in Deed Book 844, page 263, Public Records of Orange County, Florida.

Parcel 22: 29-24-27-0000-00-014

The East 370.00 feet of the Southeast 1/4 of the Southwest 1/4 of Section 29, Township 24 South, Range 27 East, Orange County, Florida.

Less and Except the South 30 feet thereof pursuant to Right of Way Agreement recorded in Deed Book 844, page 263, Public Records of Orange County, Florida.

SP COMMERCIAL INVESTORS, LLC, A FLORIDA LIMITED LIABILITY COMPANY

Parcel 23: 30-24-27-0000-00-012

Northwest 1/4 of the Southeast 1/4, lying East of State Road #75 or #545, Section 30, Township 24 South, Range 27 East, Orange County, Florida. Less and Except the North 100 feet.

Parcel 24: 30-24-27-0000-00-021

The Northeast 1/4 of the Southeast 1/4 of Section 30, Township 24 South, Range 27 East, Orange County, Florida. Less and Except the North 30 feet of the West 1/2 thereof.

and

The North 100 feet of the Northwest 1/4 of the Southeast 1/4 of Section 30, Township 24 South, Range 27 East, Orange County, Florida, lying to the East of the centerline of Avalon Road (State Road 545). Less and Except the West 33 feet thereof.

and

That part of the Southeast 1/4 of Section 30, Township 24 South, Range 27 East, Orange County, Florida, being described as follows:

The North 30 feet of the West 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section 30 Township 24 South, Range 27 East, Orange County, Florida.

**THOMAS J. KARR, JR. AND TAMI G. KARR, HUSBAND AND WIFE, AND
DONALD R. ALLEN, JR. AND PATRICIA A. ALLEN, HUSBAND AND
WIFE**

Parcel 25: 29-24-27-0000-00-002

The Northwest 1/4 of the Northwest 1/4 of Section 29, Township 24 South,
Range 27 East, Orange County, Florida.

and

The Southwest 1/4 of the Northwest 1/4 of Section 29, Township 24 South,
Range 27 East, Orange County, Florida.

**TITAN-LIBERTY LAKE UNDERHILL JOINT VENTURE, A FLORIDA
GENERAL PARTNERSHIP AND VILLAGE I-545, LLC, A FLORIDA
LIMITED LIABILITY COMPANY**

Parcel 26: 19-24-27-0000-00-002

The Southwest 1/4 of the Northeast 1/4 of Section 19, Township 24 South, Range 27 East, Public Records of Orange County, Florida.

and

That part of the North 1/2 of the Southwest 1/4 lying Northerly and Easterly of Flemings Road of Section 19, Township 24 South, Range 27 East, Public Records of Orange County, Florida.

and

That part of the North 1/2 of the Southeast 1/4 lying Northerly of Flemings Road and Westerly of Avalon Road of Section 19, Township 24 South, Range 27 East, Public Records of Orange County, Florida

and

That part of the Southwest 1/4 of the Northwest 1/4 lying Southeasterly of Lake Star Road of Section 19, Township 24 South, Range 27 East, Public Records of Orange County, Florida.

Parcel 27: 19-24-27-0000-00-014

Southwest 1/4 of the Southeast 1/4 of Section 19, Township 24 South, Range 27 East, Public Records of Orange County, Florida. Less that part lying Southeasterly of Avalon Road and Less and Except Road Right of Way.

Parcel 28: 19-24-27-0000-00-013

Northwest 1/4 of the Southwest 1/4, lying Southwesterly of Flemings Road of Section 19, Township 24 South, Range 27 East, Public Records of Orange County, Florida.

Parcel 29: 19-24-27-0000-00-012

Part of the Southwest 1/4 of the Northwest 1/4, lying Northwesterly of Lake Star Road of Section 19, Township 24 South, Range 27 East, Public Records of Orange County, Florida.

Parcel 29A: 19-24-27-0000-00-015

Part of the Southwest 1/4 of the Southeast 1/4 of Section 19, Township 24 South, Range 27 East, Public Records of Orange County, Florida, Lying Southeasterly of Avalon Road.

Parcel 29B: 19-24-27-0000-00-021

The South 600 feet of the Southeast 1/4 of the Northwest 1/4 of Section 19, Township 24 South, Range 27 East, Public Records of Orange County, Florida.

NOTE: PARCELS 30 AND 31 have been intentionally omitted.

SPRING GROVE PROPERTIES, LLC, A FLORIDA LIMITED LIABILITY COMPANY

Parcel 32: 18-24-27-0000-00-009

The West 1/2 of the Southwest 1/4, lying West of State Road 545 (Avalon Road), Less and except the following: Beginning at the Southeast corner of the Southwest 1/4 of the Southwest 1/4; run 250 feet North; thence Southwesterly to a point 457 feet West of the Southeast corner of said Southwest 1/4 of the Southwest 1/4; thence East 457 feet to the Point of Beginning, in Section 17, Township 24 South, Range 27 East, Orange County, Florida. Less and Except any part thereof in Road Right of Way.

and

The Southeast 1/4 of Section 18, Township 24 South, Range 27 East, Orange County, Florida, Less and Except any part thereof in Road Right of Way

and Less and except:

The South 150 feet of the West 350 feet of the Southeast 1/4 of Section 18, Township 24 South, Range 27 East, Orange County, Florida, described as follows:

Begin at the Southwest corner of the Southeast 1/4 of said Section 18; thence run North 01°02'31" East, along the West line of the Southeast 1/4 of said Section 18, a distance of 150.00 feet; thence run North 88°51'51" East, a distance of 350.00 feet; thence South 01°02'31" West, a distance of 150.00 feet to a point on the South line of the Southeast 1/4 of said Section 18; thence South 88°51'51" West, along said South line, a distance of 350.00 feet to the Point of Beginning.

[This Page is intentionally left blank]

[This Page is intentionally left blank]

[This Page is intentionally left blank]

LAKE DENNIS, LLC, A FLORIDA LIMITED LIABILITY COMPANY

Parcel 37: 18-24-27-0000-00-002

The Southwest 1/4 of the Southwest 1/4 of Section 18, Township 24 South, Range 27 East, Public Records of Orange County, Florida.

M/I HOMES OF ORLANDO, LLC, A FLORIDA LIMITED LIABILITY COMPANY

Parcel 38: Parcel # 19-24-27-0000-00-003

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

Commence at the Southwest corner of the Southwest 1/4 of the Southwest 1/4 of said Section 19; thence run North 00°13'04" East, along the West line of the Southwest 1/4 of the Southwest 1/4 of said Section 19, a distance of 441.28 feet for the Point of Beginning; thence continue North 00°13'04" East, along said West line a distance of 883.58 feet to a point on the North line of the Southwest 1/4 of the Southwest 1/4 of said Section 19; thence run North 89°00'27" East, along the North line thereof, a distance of 1471.85 feet to a point on the East line of the Southwest 1/4 of the Southwest 1/4 of said Section 19; thence run South 00°05'11" West, along said East line, a distance of 365.36 feet; thence departing said East line, run South 89°00'27" West, a distance of 181.59 feet; thence run South 00°59'33" East, a distance of 24.70 feet; thence run South 89°00'27" West, a distance of 52.00 feet to a point of curvature of a non-tangent curve, concave Southwesterly, having a radius of 15.00 feet; thence, on a chord bearing of South 45°59'33" East and a chord distance of 21.21 feet, run Northwesterly along the arc of said curve, a distance of 23.56 feet, through a central angle of 90°00'00" to the point of tangency thereof; thence run South 89°00'27" West, a distance of 289.00 feet; thence run South 00°59'33" East, a distance of 30.85 feet to a point of curvature of a curve, concave Easterly, having a radius of 889.53 feet and a central angle of 07°57'55"; thence run Southerly, along the arc of said curve, a distance of 123.66 feet to the point of tangency thereof; thence run South 08°57'28" East, a distance of 155.41 feet to a point of curvature of a curve, concave Westerly, having a radius of 274.00 feet and a central angle of 09°01'55"; thence run Southerly, along the arc of said curve, a distance of 43.19 feet to the point of tangency thereof; thence run South 00°04'27" West, a distance of 175.48 feet; thence run North 89°55'32" West, a distance of 975.66 feet to the Point of Beginning.

Parcel 39: Parcel # 19-24-27-0000-00-022

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 1/4 of the Southwest 1/4 of said Section 19; thence run North 00°13'04" East, along the West line of the Southwest 1/4 of the Southwest 1/4 of said Section 19, a distance of 441.28 feet; thence departing said West line, run South 89°55'32" East, a distance of 975.66 feet; thence run North 00°04'27" East, a distance of 175.48 feet to a point of curvature of a curve, concave Westerly, having a radius of 274.00 feet and a central angle of 09°01'55"; thence run Northerly along the arc of said curve a distance of 43.19 feet to the point of tangency thereof; thence run North 08°57'28" West, a distance of 155.41 feet to a point of curvature of a curve, concave Easterly, having a radius of 889.53 feet and a central angle of 07°57'55"; thence run Northerly, along the arc of said curve, a distance of 123.66 feet to the point of tangency thereof; thence run North 00°59'33" West, a distance of 30.85 feet; thence run North 89°00'27" East, a distance of 289.00 feet to a point of curvature of a curve, concave Southwesterly, having a radius of 15.00 feet and a central angle of 90°00'00"; thence run Southeasterly, along the arc of said curve, a distance of 23.56 feet to the end of said curve; thence run North 89°00'27" East, a distance of 52.00 feet; thence run North 00°59'33" West, a distance of 24.70 feet; thence run North 89°00'27" East, a distance of 181.59 feet to a point on the East line of the Southwest 1/4 of the Southwest 1/4 of said Section 19; thence run South 00°05'11" West, along said East line, a distance of 960.69 feet to a point on the East line of the West 1/2 of the Northwest 1/4 of said Section 30; thence run South 00°46'47" West, along said East line, a distance of 784.88 feet; thence departing said East line, run North 89°13'13" West, a distance of 426.86 feet; thence run South 86°04'22" West, a distance of 38.94 feet; thence run North 50°54'00" West, a distance of 72.86 feet to a point of curvature of a non-tangent curve, concave Northerly having a radius of 67.00 feet; thence on a chord bearing of South 71°02'18" West and a chord distance of 43.87 feet, run Westerly along the arc of said curve a distance of 44.69 feet, through a central angle of 38°13'12" to the point of tangency thereof; thence run North 89°51'06" West, a distance of 210.00 feet to a point of curvature of a curve, concave Southeasterly, having a radius of 15.00 feet and a central angle of 89°07'19"; thence run Southwesterly, along the arc of said curve, a distance of 23.33 feet to the end of said curve; thence run North 89°51'06" West, a distance of 52.00 feet; thence run North 00°08'54" East, a distance of 18.07 feet; thence run North 89°51'06" West, a distance of 125.00 feet; thence run South 00°00'00" East, a distance of 110.20 feet; thence run North 89°51'06" West, a distance of 500.65 feet to a point on the West line of the Northwest 1/4 of said Section 30; thence run North 00°09'46" East, along said West line a distance of 830.25 feet to the Point of Beginning.

KHOV WINDING BAY II, LLC, A FLORIDA LIMITED LIABILITY COMPANY

Parcel 40: 17-24-27-0000-00-003

A portion of Section 17, Township 24 South, Range 27 East, Orange County, Florida, described as follows:

Begin at the Northeast corner of the Southeast 1/4 of the Southwest 1/4 of said Section 17; thence run South 00°15'05" West, along the East line of the Southwest 1/4 of said Section 17, a distance of 259.67 feet; thence departing said East line, run North 89°44'55" West, a distance of 711.35 feet; thence run South 30°04'08" West, a distance of 25.00 feet; thence run South 62°00'28" West, a distance of 99.28 feet to a point of curvature of a non-tangent curve, concave Westerly, having a radius of 215.00 feet; thence on a chord bearing of South 12°13'29" East and a chord distance of 116.85 feet, run Southerly along the arc of said curve a distance of 118.33 feet, through a central angle of 31°32'07" to a point of compound curvature of a curve, having a radius of 11.00 feet and a central angle of 75°04'10"; thence run Southwesterly along the arc of said curve, a distance of 14.41 feet to the point of tangency thereof; thence run South 78°36'45" West, a distance of 532.39 feet to a point on the Easterly Right-of-Way line of Avalon Road (County Road 545), a 66.00 foot wide Right-of-Way as now laid out and used; thence run North 11°23'15" West, along said Easterly Right-of-Way line, a distance of 1,913.73 feet to a point on the North line of the Southwest 1/4 of said Section 17; thence run North 89°57'02" East, along the North line thereof, a distance of 716.84 feet to a point on the East line of the West 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 17; thence run South 00°26'16" West, along the East line thereof, a distance of 1,324.55 feet to a point on the North line of the Southeast 1/4 of the Southwest 1/4 of said Section 17; thence run North 89°52'58" East, along the North line thereof, a distance of 989.78 feet to the Point of Beginning.

Together with:

Commence at the Southeast corner of the Southwest 1/4 of said Section 17; thence run North 00°15'05" East, along the East line of the Southwest 1/4 of said Section 17, a distance of 498.60 feet; thence run North 89°44'55" West, a distance of 564.97 feet for the Point of Beginning; thence run South 70°32'06" West, a distance of 142.82 feet to a point of curvature of a non-tangent curve, concave Easterly, having a radius of 1,145.00 feet; thence on a chord bearing of North 13°38'26" West and a chord distance of 232.39

feet, run Northerly along the arc of said curve, a distance of 232.79 feet, through a central angle of 11°38'55" to a point of compound curvature of a curve, having a radius of 280.00 feet and a central angle of 14°11'10"; thence run Northerly along the arc of said curve, a distance of 69.33 feet to a point on said curve; thence run South 83°38'08" East, a distance of 135.95 feet; thence run South 08°03'34" East, a distance of 142.15 feet; thence run South 21°04'44" East, a distance of 98.14 feet to the Point of Beginning.

Parcel 41: 17-24-27-0000-00-012

A portion of Sections 17 and 20, Township 24 South, Range 27 East, Orange County, Florida, described as follows:

Commence at the Northeast corner of the Southeast 1/4 of the Southwest 1/4 of said Section 17; thence run South 00°15'05" West, along the East line of the Southwest 1/4 of said Section 17, a distance of 259.67 feet for the Point of Beginning; thence continue South 00°15'05" West, a distance of 1,063.68 feet to the Northeast corner of the Northwest 1/4 of said Section 20; thence run South 00°32'15" West, along the East line of the Northwest 1/4 of said Section 20, a distance of 722.64 feet; thence run North 89°58'44" West, a distance of 1494.51 feet to a point on the Easterly Right-of-Way line of Avalon Road (County Road 545), a 66.00 foot wide Right-of-Way as now laid out and used; thence run Northerly along said Easterly Right-of-Way line, the following three (3) courses and distances; run North 43°32'29" East, a distance of 71.96 feet to a point of curvature of a curve, concave Westerly, having a radius of 987.93 feet and a central angle of 54°55'44"; thence run Northerly, along the arc of said curve, a distance of 947.12 feet to the point of tangency thereof; thence run North 11°23'15" West, a distance of 574.73 feet; thence departing said Easterly Right-of-Way line, run North 78°36'45" East, a distance of 532.39 feet to a point of curvature of a curve, concave Northwesterly, having a radius of 11.00 feet and a central angle of 75°04'10"; thence run Northeasterly, along the arc of said curve, a distance of 14.41 feet to a point of a compound curvature of a curve having a radius of 215.00 feet and a central angle of 31°32'07"; thence run Northerly along the arc of said curve, a distance of 118.33 feet to a point; thence run North 62°00'28" East, a distance of 102.20 feet; thence run North 27°03'05" East, a distance of 22.75 feet; thence run South 89°44'55" East, a distance of 710.95 feet to the Point of Beginning.

Less and Except:

Commence at the Southeast corner of the Southwest 1/4 of said Section 17; thence run North 00°15'05" East, along the East line of the Southwest 1/4 of

said Section 17, a distance of 498.60 feet; thence run North 89°44'55" West, a distance of 564.97 feet for the Point of Beginning; thence run South 70°32'06" West, a distance of 142.82 feet to a point of curvature of a non-tangent curve, concave Easterly, having a radius of 1,145.00 feet; thence on a chord bearing of North 13°38'26" West and a chord distance of 232.39 feet, run Northerly along the arc of said curve, a distance of 232.79 feet, through a central angle of 11°38'55" to a point of compound curvature of a curve, having a radius of 280.00 feet and a central angle of 14°11'10"; thence run Northerly along the arc of said curve, a distance of 69.33 feet to a point on said curve; thence run South 83°38'08" East, a distance of 135.95 feet; thence run South 08°03'34" East, a distance of 142.15 feet; thence run South 21°04'44" East, a distance of 98.14 feet to the Point of Beginning.

Less and Except a portion now known as Winding Bay-Phase 1A, according to the plat thereof recorded in Plat Book 97, page 141, Public Records of Orange County, Florida.

Less and Except a portion now known as Winding Bay Phase 1B, according to the plat thereof recorded in Plat Book 100, page 146, Public Records of Orange County, Florida.

Exhibit "C"

Confirmation Letter

[Form of Confirmation Letter]

**CONFIRMATION LETTER
ADDRESS TO:**

Village Escrow Agent
Shutts & Bowen LLP
Attn.: Daniel T. O'Keefe, Esq.
300 South Orange Ave., Suite 1600
Orlando, Florida 32801

THIS CONFIRMATION LETTER is issued this ___ day of _____, 20___, by the Orange County Transportation Planning Division pursuant to that certain Village I Horizon West Road Network Agreement (C.R. 545, a/k/a Avalon Road, and Flemings Road) made by **SPRING GROVE, LLC**, a Delaware limited liability company ("**Spring Grove**"); **BB GROVES, LLC**, a Delaware limited liability company, doing business in Florida as B Bank Groves, LLC, a Delaware limited liability company ("**BB Groves**"); **WITHERS, LLC**, a Delaware limited liability company, registered to do business in the State of Florida as "Withers Properties, LLC" ("**Withers**"); **COLUMNAR PARTNERSHIP HOLDING I, LLC**, a Indiana limited liability company ("**Columnar**"); **KRPC HARTZOG, LLC**, a Florida limited liability company ("**KRPC**"); **SP COMMERCIAL INVESTORS, LLC**, a Florida limited liability company ("**SP Commercial**"); **THOMAS J. KARR, JR. and TAMI G. KARR**, husband and wife, as to 50% vested interest ("**Karr**"), and **DONALD R. ALLEN, JR. and PATRICIA A. ALLEN**, husband and wife ("**Allen**"), as to 50% vested interest ("**Karr & Allen**"); **SPRING GROVE PROPERTIES, LLC**, a Florida limited liability company ("**Spring Grove Properties**"); **LAKE DENNIS, LLC**, a Florida limited liability company ("**Lake Dennis**"); **M/I HOMES OF ORLANDO, LLC**, a Florida limited liability company ("**M/I Homes**"); and **KHOV WINDING BAY II, LLC**, a Florida limited liability company ("**KHOV**") (collectively, "**Owners**", individually, an "**Owner**"), and **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, executed on _____, 2020 and recorded on _____, 2020 as Document Number _____, of the Public Records of Orange County, Florida (the "**Road Agreement**"). Capitalized terms used in this Notice not defined herein shall have the same meaning as in the Road Agreement.

This is to confirm on behalf of Orange County, Florida, pursuant to Section 6 of the Road Agreement that _____ Vested Trips have satisfied transportation concurrency review. In accordance with the Certificate of Payment you recently provided to this Division, these Vested Trips are associated with:

_____ Preliminary Design and Engineering Study
_____ Phase ____, Segment _____.

The Vested Trips are available for assignment by you, as the Village Escrow Agent, pursuant to the terms of the Road Agreement.

Executed by:

ORANGE COUNTY, FLORIDA
By: _____
Name: _____
Title: _____

Exhibit "D"

Assignment of Vested Trips

ASSIGNMENT OF VESTED TRIPS

THIS ASSIGNMENT OF VESTED TRIPS is made and entered into this ___ day of _____, 201____, by and between _____, a _____ (the "Assignor") and _____, a _____ (the "Assignee").

WHEREAS, Assignor is the Village Escrow Agent pursuant to that certain Village I Horizon West Road Network Agreement (C.R. 545, a/k/a Avalon Road, and Flemings Road) made by **SPRING GROVE, LLC**, a Delaware limited liability company ("**Spring Grove**"); **BB GROVES, LLC**, a Delaware limited liability company, doing business in Florida as B Bank Groves, LLC, a Delaware limited liability company ("**BB Groves**"); **WITHERS, LLC**, a Delaware limited liability company, registered to do business in the State of Florida as "Withers Properties, LLC" ("**Withers**"); **COLUMNAR PARTNERSHIP HOLDING I, LLC**, a Indiana limited liability company ("**Columnar**"); **KRPC HARTZOG, LLC**, a Florida limited liability company ("**KRPC**"); **SP COMMERCIAL INVESTORS, LLC**, a Florida limited liability company ("**SP Commercial**"); **THOMAS J. KARR, JR. and TAMI G. KARR**, husband and wife, as to 50% vested interest ("**Karr**"), and **DONALD R. ALLEN, JR. and PATRICIA A. ALLEN**, husband and wife ("**Allen**"), as to 50% vested interest ("**Karr & Allen**"); **SPRING GROVE PROPERTIES, LLC**, a Florida limited liability company ("**Spring Grove Properties**"); **LAKE DENNIS, LLC**, a Florida limited liability company ("**Lake Dennis**"); **M/I HOMES OF ORLANDO, LLC**, a Florida limited liability company ("**M/I Homes**"); and **KHOV WINDING BAY II, LLC**, a Florida limited liability company ("**KHOV**") (collectively, "**Owners**", individually, an "**Owner**"), and **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, executed on _____, 2020 and recorded on _____, 2020 as Document Number _____ of the Public Records of Orange County, Florida (the "**Road Agreement**"). Capitalized terms used in this Notice not defined herein shall have the same meaning as in the Road Agreement.; and

WHEREAS, Assignee has participated in funding certain roadway and drainage improvements necessary for _____ (the "**Road Improvements**"); and

WHEREAS, as a result of Assignee's participation in the funding of the Road Improvements and pursuant to the Road Agreement, Assignee is entitled to the assignment of a specified number of vested gross external PM peak hour two-way vehicular trips as defined under the Road Agreement (the "**Trips**"); and

WHEREAS, Assignor, as the Village Escrow Agent, pursuant to Section 8 of the Road Agreement, is the holder of _____ Trips which are exempt from concurrency review (the "**Vested Trips**"); and

WHEREAS, the Vested Trips are to be held in escrow by the Village Escrow Agent until they are assigned in writing by the Village Escrow Agent in accordance with the terms of the Road Agreement; and

WHEREAS, the Orange County Transportation Planning Division has acknowledged that _____ Trips have been vested against transportation concurrency in the Confirmation Letter dated _____; and

WHEREAS, Assignor is authorized to assign _____ Vested Trips to Assignee pursuant to the Confirmation Letter and Road Agreement.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Assignor and Assignee agree as follows:

1. The recitals hereto are true and correct and are incorporated herein by reference.
2. Assignor hereby transfers, conveys, and assigns to Assignee all of Assignor's right, title, and interest in and to _____ Vested Trips.
3. Assignee acknowledges and agrees that this Assignment is subject to the terms and provisions of the Road Agreement and the Vested Trips assigned hereunder shall be utilized in connection with the provisions of the Road Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Vested Trips in manner and form sufficient to bind them as of date hereinabove.

Witnesses:

"ASSIGNOR"

Print Name:

By: _____

Print Name: _____

Title: _____

Print Name:

Date: _____

Exhibit "E"

Form of Special Warranty Deed

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

Phone: _____

GRANTEE'S ID. NO.: _____

TAX PARCEL ID. NO.: _____

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, is made and executed as of the _____ day of _____, 20____, by _____, a _____, whose _____ (hereinafter referred to as the "**Grantor**") to **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose mailing address is P.O. Box 1393, Orlando, Florida 32802-1393 (hereinafter referred to as the "**Grantee**").

WITNESSETH:

That the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged by these presents does grant, bargain, sell, alien, remise, release, convey, and confirm unto the Grantee that certain piece, parcel or tract of land situated in _____ County, Florida more particularly described as follows, to wit:

SEE ATTACHED SCHEDULE "A"

(hereinafter referred to as the "**Subject Property**");

TOGETHER WITH all the tenements, hereditaments, easements, and appurtenances, including riparian rights, if any, thereto belonging or in anywise appertaining;

TO HAVE AND TO HOLD the Subject Property in fee simple forever.

AND the Grantor does hereby covenant with and warrant to the Grantee that the Grantor is lawfully seized of the Subject Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Subject Property; and that the Grantor fully warrants the title to the Subject Property and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

THE conveyance made herein, however, is expressly made SUBJECT TO ad valorem real property taxes and assessments for the year 20____ and thereafter, and easements and restrictions of record, if any, the reference to which shall not operate to reimpose the same.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in manner and form sufficient to bind it as of the day and year first above written.

Signed, sealed and delivered in the presence of the following two (2) witnesses:

GRANTOR:

_____ a

Signature of Witness #1

By: _____

Print Name: _____

Printed Name of Witness #1

Title: _____

Address: _____

Signature of Witness #2

Printed Name of Witness #2

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2020, by _____, as a _____ of _____ He/She is personally known to me, or has produced _____ (type of identification) as identification.

Notary Signature: _____

Print Name: _____

Notary Public, State of _____

Commission Number: _____

My Commission Expires: _____

[Affix Notary Stamp or Seal]

Exhibit "F"
Form of "Master" County Easement

This Instrument prepared by,
and after recording return to:

Daniel T. O'Keefe, Esq.
Shutts & Bowen LLP
300 South Orange Avenue, Suite 1600
Orlando, Florida 32801

Instrument: _____

Project: _____

_____ *SPACE ABOVE THIS LINE FOR RECORDING DATA* _____

_____ **EASEMENT**

THIS INDENTURE, is made and executed the ____ day of _____, 20__, by _____, _____ limited liability company, whose address is _____, **GRANTOR**, and **Orange County, a charter county and political subdivision of the state of Florida**, whose address is: P.O. Box 1393, Orlando, Florida 32802-1393, **GRANTEE**.

WITNESSETH, That **GRANTOR**, in consideration of the sum of \$ _____ and other valuable considerations, paid by **GRANTEE**, the receipt whereof is hereby acknowledged, does hereby give and grant to **GRANTEE**, its successors and assigns, a _____, more particularly defined in **Schedule "B"** attached hereto, over and upon the following described lands of **GRANTOR**, situate in Orange County aforesaid, to-wit:

See attached Schedule "A"

Property Appraiser's Parcel Identification Number(s):

a portion of

TO HAVE AND TO HOLD said easement unto **GRANTEE** and its successors and assigns forever. _____

GRANTOR covenants with **GRANTEE** that **GRANTOR** is lawfully seized of said lands in fee simple; that **GRANTOR** has good right and lawful authority to grant this easement and shall take no action to interfere with **GRANTEE'S** lawful use of said easement; that **GRANTOR** hereby fully warrants the easement being granted and will defend the same against the lawful claims of all persons whomsoever.

Instrument: _____

Project: _____

IN WITNESS WHEREOF, GRANTOR has caused these presents to be executed in its name.

Signed, sealed and delivered in the presence of:

GRANTOR:

_____, LLC, a
_____ limited liability
company

Witness 1 Signature

By: _____

Witness 1 Print name

Print name: _____

Witness 2 Signature

Title: _____

Witness 2 Print name

(Signature of **TWO** witnesses required by Florida law)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2020, by _____, as a _____ of _____ . He/She is personally known to me, or has produced _____ (type of identification) as identification.

Notary Signature: _____

Print Name: _____

Notary Public, State of _____

Commission Number: _____

My Commission Expires: _____

[Affix Notary Stamp or Seal]

[Schedule "A" and Schedule "B" on following Pages]

Instrument: _____

Project: _____

Schedule "A"

Legal Description

Instrument: _____

Project: _____

Schedule "B"

Scope and Description of Easement

Exhibit "G"

Impact Fee Credit Voucher

Shutts & Bowen LLP, a Florida limited liability partnership, as Village Escrow Agent pursuant to that certain Village I Horizon West Road Network Agreement (C.R. 545, a/k/a Avalon Road, and Flemings Road) made by **SPRING GROVE, LLC**, a Delaware limited liability company ("**Spring Grove**"); **BB GROVES, LLC**, a Delaware limited liability company, doing business in Florida as B Bank Groves, LLC, a Delaware limited liability company ("**BB Groves**"); **WITHERS, LLC**, a Delaware limited liability company, registered to do business in the State of Florida as "Withers Properties, LLC" ("**Withers**"); **COLUMNAR PARTNERSHIP HOLDING I, LLC**, a Indiana limited liability company ("**Columnar**"); **KRPC HARTZOG, LLC**, a Florida limited liability company ("**KRPC**"); **SP COMMERCIAL INVESTORS, LLC**, a Florida limited liability company ("**SP Commercial**"); **THOMAS J. KARR, JR. and TAMI G. KARR**, husband and wife, as to 50% vested interest ("**Karr**"), and **DONALD R. ALLEN, JR. and PATRICIA A. ALLEN**, husband and wife ("**Allen**"), as to 50% vested interest ("**Karr & Allen**"); **SPRING GROVE PROPERTIES, LLC**, a Florida limited liability company ("**Spring Grove Properties**"); **LAKE DENNIS, LLC**, a Florida limited liability company ("**Lake Dennis**"); **M/I HOMES OF ORLANDO, LLC**, a Florida limited liability company ("**M/I Homes**"); and **KHOV WINDING BAY II, LLC**, a Florida limited liability company ("**KHOV**") (collectively, "**Owners**", individually, an "**Owner**"), and **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, executed on _____, 20____ and recorded on _____, 20____ as Document Number _____ of the Public Records of Orange County, Florida (the "**Road Agreement**"), hereby issues to _____, as a Signatory Owner and/or a Constructing Owner under the Road Agreement the following:

Transportation Road Credits from the Village I Credit Account in the amount of \$_____ (the "**Voucher Amount**").

The Voucher Amount listed hereinabove is the amount of the transportation impact fees included in Orange County's impact fee statement for the desired building permits applied for by _____, as a Signatory Owner and/or Constructing Owner under the Road Agreement. This Impact Fee Credit Voucher is issued pursuant to the Road Agreement and is subject to the terms and conditions thereof.

Executed as of the _____ day of _____, 20__.

VILLAGE ESCROW AGENT

Shutts & Bowen LLP, a Florida limited liability partnership

By: _____

Its: _____

Exhibit "H"

FORM OF ASSIGNMENT OF ROAD CREDITS

ASSIGNMENT OF TRANSPORTATION IMPACT FEE CREDITS ("ROAD CREDITS")

FOR VALUE RECEIVED, the undersigned _____ a _____ ("**Assignor**"), as holder of Road Credits pursuant to that certain Village I Horizon West Road Network Agreement (C.R. 545, a/k/a Avalon Road, and Flemings Road) made by **SPRING GROVE, LLC**, a Delaware limited liability company ("**Spring Grove**"); **BB GROVES, LLC**, a Delaware limited liability company, doing business in Florida as B Bank Groves, LLC, a Delaware limited liability company ("**BB Groves**"); **WITHERS, LLC**, a Delaware limited liability company, registered to do business in the State of Florida as "Withers Properties, LLC" ("**Withers**"); **COLUMNAR PARTNERSHIP HOLDING I, LLC**, a Indiana limited liability company ("**Columnar**"); **KRPC HARTZOG, LLC**, a Florida limited liability company ("**KRPC**"); **SP COMMERCIAL INVESTORS, LLC**, a Florida limited liability company ("**SP Commercial**"); **THOMAS J. KARR, JR. and TAMI G. KARR**, husband and wife, as to 50% vested interest ("**Karr**"), and **DONALD R. ALLEN, JR. and PATRICIA A. ALLEN**, husband and wife ("**Allen**"), as to 50% vested interest ("**Karr & Allen**"); **SPRING GROVE PROPERTIES, LLC**, a Florida limited liability company ("**Spring Grove Properties**"); **LAKE DENNIS, LLC**, a Florida limited liability company ("**Lake Dennis**"); **M/I HOMES OF ORLANDO, LLC**, a Florida limited liability company ("**M/I Homes**"); and **KHOV WINDING BAY II, LLC**, a Florida limited liability company ("**KHOV**") (collectively, "**Owners**", individually, an "**Owner**"), and **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, executed on _____, 2020 and recorded on _____, 2020 as Document Number _____ of the Public Records of Orange County, Florida (the "**Road Agreement**"), hereby transfers, conveys, and assigns unto _____, a _____ ("**Assignee**"), all of its right, title, and interest in and to Orange County Road Credits in the Assignment Amount as set forth herein.

In accordance with the Road Agreement, the County has notified the Village Escrow Agent of the amount of Road Credits that have been added to the Village I Credit Account. Such Road Credits are available to Assignor pursuant to the Road Agreement. Said Road Credits are governed by the terms of the Road Agreement, including but not limited to Section 8 thereof, and are available for use only within the Horizon West area of Transportation Impact Fee Zone 4. As set forth in Subsection 8.12 of the Road Agreement, the provisions of the Road Agreement shall supersede the impact fee credit provisions in Section 23-95 of the Orange County Code. All other Road Credits held by Village Escrow Agent under the Road Agreement not assigned hereunder shall remain in escrow with the Village Escrow Agent. Assignee acknowledges that this Assignment of Road Credits is made pursuant to the terms of the Road Agreement and that its acceptance and utilization of the Road Credits assigned hereunder is governed by the terms of the Road Agreement.

Any capitalized terms not defined herein shall have the same meaning as in the Road Agreement. Road Credits are hereby assigned as follows:

Road Credits from the Village I Credit Account in the amount of \$ _____ (the "**Assignment Amount**").

Transportation Credit Account # TCA: _____

NAME OF PROJECT (as noted on the Transportation Credit Account):

Lot(s) _____

Building Permit No. (if available): _____

Parcel ID No.: _____

Transportation Impact Fee Zone: 4 _____

Contact Person / number: _____

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Road Credits in manner and form sufficient to bind them as of the _____ day of _____, 20____.

Signed, sealed and delivered in the presence of:

ASSIGNOR

Print Name: _____

_____, a

Print Name: _____

By: _____
Name: _____
Its: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2020, by _____, as a _____ of _____. He/She is personally known to me, or has produced _____ (type of identification) as identification.

Notary Signature: _____
Print Name: _____
Notary Public, State of _____
Commission Number: _____
My Commission Expires: _____

[Affix Notary Stamp or Seal]

[Signatures Continue on Following Page]

Signed, sealed and delivered in the presence of:

ASSIGNEE

Print Name: _____

_____, a

Print Name: _____

By: _____
Name: _____
Its: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2020, by _____, as a _____ of _____ . He/She is personally known to me, or has produced _____ (type of identification) as identification.

Notary Signature: _____
Print Name: _____
Notary Public, State of _____
Commission Number: _____
My Commission Expires: _____

[Affix Notary Stamp or Seal]

Exhibit "I"

Form of Certificate of Payment

CERTIFICATE OF PAYMENT

Shutts & Bowen LLP, a Florida limited liability partnership, as Village Escrow Agent pursuant to that certain Village I Horizon West Road Network Agreement (C.R. 545, a/k/a Avalon Road, and Flemings Road) made by **SPRING GROVE, LLC**, a Delaware limited liability company ("**Spring Grove**"); **BB GROVES, LLC**, a Delaware limited liability company, doing business in Florida as B Bank Groves, LLC, a Delaware limited liability company ("**BB Groves**"); **WITHERS, LLC**, a Delaware limited liability company, registered to do business in the State of Florida as "Withers Properties, LLC" ("**Withers**"); **COLUMNAR PARTNERSHIP HOLDING I, LLC**, a Indiana limited liability company ("**Columnar**"); **KRPC HARTZOG, LLC**, a Florida limited liability company ("**KRPC**"); **SP COMMERCIAL INVESTORS, LLC**, a Florida limited liability company ("**SP Commercial**"); **THOMAS J. KARR, JR. and TAMI G. KARR**, husband and wife, as to 50% vested interest ("**Karr**"), and **DONALD R. ALLEN, JR. and PATRICIA A. ALLEN**, husband and wife ("**Allen**"), as to 50% vested interest ("**Karr & Allen**"); **SPRING GROVE PROPERTIES, LLC**, a Florida limited liability company ("**Spring Grove Properties**"); **LAKE DENNIS, LLC**, a Florida limited liability company ("**Lake Dennis**"); **M/I HOMES OF ORLANDO, LLC**, a Florida limited liability company ("**M/I Homes**"); and **KHOV WINDING BAY II, LLC**, a Florida limited liability company ("**KHOV**") (collectively, "**Owners**", individually, an "**Owner**"), and **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, executed on _____, 2020 and recorded on _____, 2020 as Document Number _____ of the Public Records of Orange County, Florida (the "**Road Agreement**"). Capitalized terms used in this Notice not defined herein shall have the same meaning as in the Road Agreement, hereby certifies to the Orange County Transportation Planning Division that:

\$_____ has been deposited into escrow with the Village Escrow Agent pursuant to the terms of the Road Agreement (the "**Payment Funds**"). The Payment Funds are in the form of:

_____ an Irrevocable Letter of Credit

_____ cash

The Payment Funds are sufficient, as verified by Orange County, to pay for the _____, i.e., Phase _____, Segment _____ of the Improvements.

Due to the amount of Payment Funds deposited with the Village Escrow Agent, _____ Trips shall be included in a Confirmation Letter to be issued by the Orange County Transportation Planning Division in accordance with the terms of Section 6.1 of the Road Agreement.

Certified as of the _____, day of _____, 20__.

VILLAGE ESCROW AGENT

Shutts & Bowen LLP, a Florida limited liability partnership

By: _____

Its: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2020, by _____, as a Partner with Shutts & Bowen LLP, a Florida limited liability partnership, on behalf of the partnership. He is personally known to me, or has produced _____ (type of identification) as identification.

Notary Signature: _____
Print Name: _____
Notary Public, State of _____
Commission Number: _____
My Commission Expires: _____

Exhibit "J"
Form of Notice of Subordination

[See attached sheets]

PREPARED BY AND RETURN TO:

Daniel T. O’Keefe, Esq.
Shutts & Bowen LLP
300 South Orange Avenue, Suite 1600
Orlando, Florida 32801
Telephone: (407) 423-3200

Tax Parcel I.D. Nos.: 29-24-27-0000-00-014; 29-24-27-0000-00-013; -----;
29-24-27-0000-00-004; 30-24-27-0000-00-011; 30-24-27-0000-00-012;
30-24-27-0000-00-021; 29-24-27-0000-00-003; 29-24-27-0000-00-009;
29-24-27-0000-00-008; 29-24-27-0000-00-010; 29-24-27-0000-00-001;
29-24-27-0000-00-017; 29-24-27-0000-00-002; 19-24-27-0000-00-001;
30-24-27-0000-00-024; 19-24-27-0000-00-004; 19-24-27-0000-00-018;
30-24-27-0000-00-003; -----; -----;
20-24-27-0000-00-009; 18-24-27-0000-00-009; 19-24-27-0000-00-017;
18-24-27-0000-00-003; 18-24-27-0000-00-004; 19-24-27-0000-00-019;
18-24-27-0000-00-002; 19-24-27-0000-00-003; 19-24-27-0000-00-022;
-----; 19-24-27-0000-00-002; 19-24-27-0000-00-012;
19-24-27-0000-00-013; 19-24-27-0000-00-014; 17-24-27-0000-00-003;
17-24-27-0000-00-012; 18-24-27-0000-00-006; 30-24-27-0000-00-028;
19-24-27-0000-00-015; 19-24-27-0000-00-021

Project: Horizon West Village I
Road Network Agreement (C.R. 545 & Flemings Road)

**NOTICE OF SUBORDINATION
OF
ENCUMBRANCES TO PROPERTY RIGHTS TO ORANGE COUNTY**
(Village I Horizon West Road Network Agreement)

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, ORANGE COUNTY, a charter county and political subdivision of the state of Florida, whose address is P.O. Box 1393, Orlando, Florida 32802-1393 (the “**County**”), has heretofore entered into that certain “Village I Horizon West Road Network Agreement (C.R. 545, a/k/a Avalon Road, and Flemings Road),” dated of even date herewith, and recorded at Instrument No. _____ (the “**Village I Road Agreement**”) with various **Signatory Owners** who are owners of the Properties legally described on Exhibit “B” to the Village I Road Agreement, which Exhibit “B” to the Village I Road Agreement is also attached as **Exhibit “B”** to this Notice of Subordination; and

WHEREAS, the Village I Road Agreement provides, among other things, for the design, permitting and construction of certain roadway Improvements to C.R. 545 and Flemings Road by the Signatory Owners; and

WHEREAS, under the Village I Road Agreement, the Signatory Owners have agreed to

convey the Conveyed Lands to the County for right-of-way, stormwater management areas, and various temporary and permanent easements; and

WHEREAS, the County has requested, and pursuant to Section 13.8 of the Village I Road Agreement, the Signatory Owners have covenanted and agreed that any and all easements, covenants, conditions, restrictions, agreements, or other encumbrances of any kind or nature against any Conveyed Lands within the Properties that are recorded in the Public Records of Orange County, Florida after the recording of the Village I Road Agreement shall be subordinate and subject to the Village I Road Agreement and all conveyances of the Conveyed Lands pursuant to this Notice of Subordination.

NOW, THEREFORE, WITNESSETH: That for and in consideration of the premises, One Dollar (\$1.00), and other good and valuable considerations paid, the receipt and sufficiency of which is hereby agreed, the undersigned hereby acknowledge and declare that any and all easements, covenants, conditions, restrictions, agreements, or other encumbrances of any kind or nature (collectively, the "**Subsequent Recorded Instruments**" or individually "**Subsequent Recorded Instrument**") against any Conveyed Lands within the Properties that are recorded in the Public Records of Orange County, Florida after the recording of the Village I Road Agreement shall automatically be subordinate and subject to the Village I Road Agreement and all conveyances of the Conveyed Lands pursuant to this Agreement. For avoidance of doubt – without the written, recorded consent of the County – such automatic subordination will occur both notwithstanding any term or provision of any Subsequent Record Instrument to the contrary, and without any further instrument or consent being required from any person (including without limitation from any person benefitted by, and/or who is a grantee of, any Subsequent Record Instrument).

PROVIDED ALWAYS, NEVERTHELESS, it is understood and agreed that except as expressly stated above in this Notice of Subordination of Encumbrances to Property Rights to Orange County (this "**Notice**"), nothing herein contained shall in any way affect, alter, impair, minimize, or diminish the effect of the Subsequent Record Instruments as against persons, individuals, or entities other than the County. It is further understood and agreed that in the event any Conveyed Lands or portion thereof is terminated and/or abandoned by the County and ceases to be used for public purposes, then in such event the property rights of the County pertaining to such terminated and/or abandoned Conveyed Lands or portion thereof, shall no longer remain superior to the particular and associated Subsequent Recorded Instrument, and shall become of the same status with reference to such terminated or abandoned Conveyed Lands of portion thereof, as the case may be, as if the subordination of the Subsequent Recorded Instrument to the property rights of the County had never been made.

It is intended that this Notice be recorded immediately following the recording of the Village I Road Agreement to reflect this Notice in the Public Records of Orange County, Florida, and the property rights of the County established hereby. Any capitalized terms used in this Notice but not otherwise defined herein shall have the meaning ascribed to such terms as provided in the Village I Road Agreement.

[CONTINUED ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned Signatory Owners have duly executed this instrument on the day and year shown below

Witnesses:

[Signature]
McKinzie D Terrell
Print Name:

“KRPC”

KRPC HARTZOG, LLC, a Florida limited liability company

By: *[Signature]*
Steve Rosser, Manager

[Signature]
Marcia Bexley
Print Name: Marcia Bexley

Date: 1-15-20

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15th day of January, 2020, by Steve Rosser, as Manager or KRPC HARTZOG, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me, or has produced _____ (type of identification) as identification.



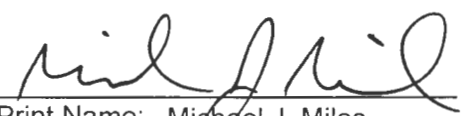
Notary Signature: *[Signature]*
Print Name: Marcia Ann Bexley
Notary Public, State of Florida
Commission Number: GG 366203
My Commission Expires: Aug 15, 2023

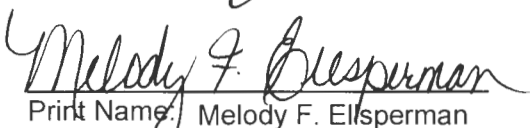
[Affix Notary Stamp or Seal]

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

Witnesses:

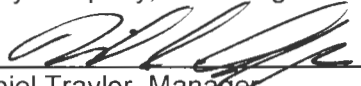
“Withers”


 Print Name: Michael J. Miles


 Print Name: Melody F. Ellsperman

WITHERS, LLC, a Delaware limited liability company, registered to do business in the State of Florida as “Withers Properties, LLC”

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

By: 
 Daniel Traylor, Manager

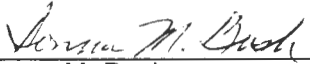
Date: 01/15/2020

STATE OF INDIANA
 COUNTY OF VANDERBURGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15th day of January, 2020, by Daniel Traylor, as Manager of CH II Withers, LLC, a Delaware limited liability company, the Manager of WITHERS, LLC, a Delaware limited liability company, registered to do business in the State of Florida as “Withers Properties, LLC”, on behalf of each company. He is personally known to me, or has produced _____ (type of identification) as identification.



DONNA M. BUSH
 Resident of Vanderburgh County, IN
 Commission Expires: January 20, 2024

Notary Signature: 
 Print Name: Donna M. Bush
 Notary Public, State of Indiana
 Commission Number: 677213
 My Commission Expires: 01/20/2024

[Affix Notary Stamp or Seal]

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

Witnesses:

CPBIS

CPBIS

Print Name:

Jean Hobson

Print Name:

“SP Commercial”

SP COMMERCIAL INVESTORS, LLC, a
Florida limited liability company

By:

Thomas J. Karr, Jr.

Thomas J. Karr, Jr., Managing Member

Date:

11/15/2020

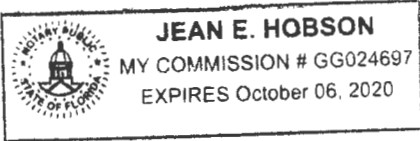
STATE OF

Florida

COUNTY OF

Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15 day of January, 2020, by Thomas J. Karr, Jr., as Managing Member of SP COMMERCIAL INVESTORS, LLC, a Florida limited liability, on behalf of the company. He is personally known to me, or has produced _____ (type of identification) as identification.



[Affix Notary Stamp or Seal]

Notary Signature:

Jean E. Hobson

Print Name:

Jean E. Hobson

Notary Public, State of _____

Commission Number: _____

My Commission Expires: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

Witnesses:

“Columnar”

COLUMNAR PARTNERSHIP HOLDING I, LLC, an Indiana limited liability company

By: Columnar Holdings, LLC, an Indiana limited liability company, its Manager

By: *[Signature]*
Daniel A. Traylor, President

Date: 01/15/2020

[Signature]
Print Name: Michael J. Miles

[Signature]
Print Name: Melody F. Ellsperman

STATE OF INDIANA
COUNTY OF VANDERBURGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15th day of January, 2020, by DANIEL A. TRAYLOR, as President of Columnar Holdings, LLC, an Indiana limited liability company, the Manager of COLUMNAR PARTNERSHIP HOLDING I, LLC, an Indiana limited liability company, on behalf each company. He is personally known to me, or has produced _____ (type of identification) as identification.



DONNA M. BUSH
Resident of Vanderburgh County, IN
Commission Expires: January 20, 2024

Notary Signature: *[Signature]*
Print Name: Donna M. Bush
Notary Public, State of Indiana
Commission Number: 677213
My Commission Expires: 01/20/2024

[Affix Notary Stamp or Seal]

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

Witnesses:

[Handwritten signature]

1315 Coron

Print Name: Jean E. Hobson

Print Name: Jean Hobson

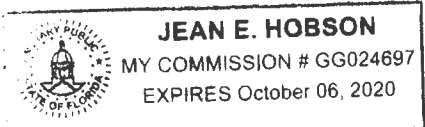
"Karr & Allen"

[Handwritten signature]
THOMAS J. KARR, JR.

Date: 1/15/2020

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15 day of January, 2020, by THOMAS J. KARR, JR., a married man. He is personally known to me, or has produced (type of identification) as identification.



[Affix Notary Stamp or Seal]

Notary Signature: *[Handwritten signature]*
Print Name: JEAN E HOBSON
Notary Public, State of _____
Commission Number: _____
My Commission Expires: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

Witnesses:

CBIS Co 2

CBIS Colon

Print Name:

Jean E. Hobson
Print Name:

"Karr & Allen" (Continued)

Tami G. Karr

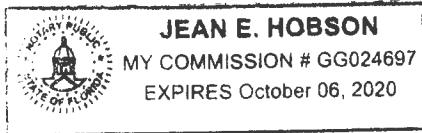
TAMI G. KARR

Date: 1/15/2020

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15 day of January, 2020, by TAMI G. KARR, a married woman. She is personally known to me, or has produced (type of identification) as identification.



Notary Signature: Jean E. Hobson
Print Name: Jean E Hobson
Notary Public, State of _____
Commission Number: _____
My Commission Expires: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

Witnesses:

Mis Colon
MIS COLON

Print Name:

Jean E Hobson
Jean E Hobson

Print Name:

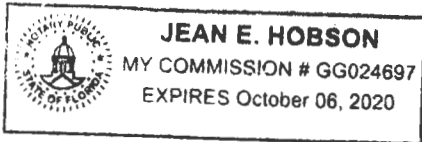
"Karr & Allen" (Continued)

[Signature]
DONALD R. ALLEN, JR.

Date: 1/15/2020

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15 day of January, 2020, by DONALD R. ALLEN, JR., a married man. He is personally known to me, or has produced _____ (type of identification) as identification.



[Affix Notary Stamp or Seal]

Notary Signature: *Jean E Hobson*
Print Name: Jean E Hobson
Notary Public, State of _____
Commission Number: _____
My Commission Expires: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

Witnesses:

"Karr & Allen" (Continued)

[Signature]
Print Name: IB's Coron

[Signature]
PATRICIA A. ALLEN

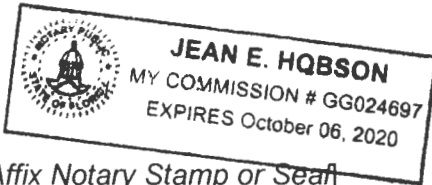
[Signature]
Print Name: Jean Hobson

Date: 1/15/2020

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15 day of January, 2020, by PATRICIA A. ALLEN, a married woman. She is personally known to me, or has produced _____ (type of identification) as identification.

Notary Signature: [Signature]
Print Name: Jean E Hobson
Notary Public, State of _____
Commission Number: _____
My Commission Expires: _____



[Affix Notary Stamp or Seal]

**Joinder and Consent
of
James L. Gissy, as Trustee of the James L. Gissy Revocable Trust dated April 19, 1999**

The undersigned, James L. Gissy, as Trustee of the James L. Gissy Revocable Trust dated April 19, 1999, holder and mortgagee of that certain Mortgage, dated July 29, 2010, and filed in Official Records Book 10082, Page 8411, given by Donald R. Allen and Patricia A. Allen as mortgagors thereunder, and representing an undivided 50% vested interest of the real property owned Karr & Allen, as modified by that certain Mortgage Modification Agreement, recorded November 27, 2019 as Official Records Document No. 20190748643 (collectively, the "**Mortgage**"), hereby joins in and consents to this Village I Horizon West Road Network Agreement (C.R. 545, a/k/a Avalon Road, and Flemings Road) (this "**Road Agreement**"), and agrees that the Mortgage is hereby subordinated to the Notice of Subordination.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed as of the date indicated below.

Witnesses:

Sign: [Signature]
Print Name: J B I S G I S S Y

[Signature]
**JAMES L. GISSY, AS TRUSTEE OF THE
JAMES L. GISSY REVOCABLE TRUST
DATED APRIL 19, 1999**

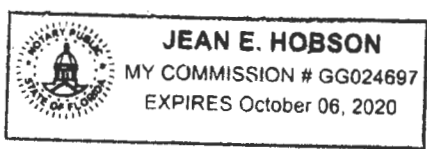
Sign: [Signature]
Print Name: J E H O B S O N

Date: 1/15/, 2020

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15 day of January, 2020, by JAMES L. GISSY, TRUSTEE of the James L. Gissy Revocable Trust dated April 19, 1999. He is personally known to me, or has produced _____ (type of identification) as identification.

Sign: [Signature]
Print Name: J E H O B S O N
Notary Public, State of _____
My Commission Expires: _____
Commission Number: _____



[Affix Notary Stamp or Seal]

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

Witnesses:

“Titan & Village I 545”

TITAN-LIBERTY LAKE UNDERHILL JOINT VENTURE, a Florida general partnership

Neco Downey
Print Name: Neco Downey

[Signature]
Print Name: STAR PLETKIEWICZ

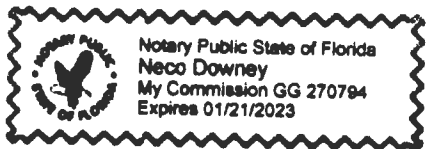
By: Titan Lake Underhill, Inc., a Florida corporation, its Managing Partner

By: [Signature]
Dell Avery, Vice President

Date: 11/16/20

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 16 day of January, 2020, by Dell Avery, as Vice-President of Titan Lake Underhill, Inc., a Florida corporation, the Managing Partner of TITAN-LIBERTY LAKE UNDERHILL JOINT VENTURE, a Florida general partnership, on behalf said corporation and said joint venture. He is personally known to me, or has produced _____ (type of identification) as identification.



Notary Signature: Neco Downey
Print Name: Neco Downey
Notary Public, State of Florida
Commission Number: GG 270794
My Commission Expires: 01/21/2023

[Affix Notary Stamp or Seal]

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

Witnesses:

“Titan & Village I 545”

VILLAGE I 545, a Florida limited liability company

Neco Downey
Print Name: Neco Downey

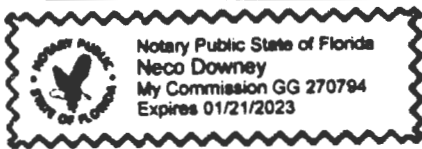
By: [Signature]
J. Kenneth Fulmer, Manager

Date: 1/16/20

[Signature]
Print Name: STAR PIOTKIEWICZ

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 16 day of January, 2020, by J. Kenneth Fulmer, as Manager of VILLAGE I 545, a Florida limited liability company, on behalf of the company. He is personally known to me, or has produced _____ (type of identification) as identification.



Notary Signature: Neco Downey
Print Name: Neco Downey
Notary Public, State of Florida
Commission Number: GG 270794
My Commission Expires: 01/21/2023

[Affix Notary Stamp or Seal]

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

]

Witnesses:

“Spring Grove”

SPRING GROVE, LLC, a Delaware limited liability company

By: CH II Spring Grove, LLC, a Delaware limited liability company, its Manager

Michael J. Miles
Print Name: Michael J. Miles

By: *Daniel Traylor*
Daniel Traylor, Manager

Melody F. Ellsperman
Print Name: Melody F. Ellsperman

Date: 01/15/2020

STATE OF INDIANA
COUNTY OF VANDERBURGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15th day of January, 2020, by **Daniel Traylor**, as Manager of CH II Spring Grove, LLC, a Delaware limited liability company, the Manager of Spring Grove, LLC, a Delaware limited liability company, on behalf of the company. He is personally known to me, or has produced _____ (type of identification) as identification.



DONNA M. BUSH
Resident of Vanderburgh County, IN
Commission Expires: January 20, 2024

Notary Signature: *Donna M. Bush*
Print Name: Donna M. Bush
Notary Public, State of Indiana
Commission Number: 677213
My Commission Expires: 01/20/2024

[Affix Notary Stamp or Seal]

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

Witnesses:

“BB Groves”

BB GROVES, LLC, a Delaware limited liability company, doing business in Florida as B Bank Groves, LLC, a Delaware limited liability company

Michael J. Miles
Print Name: Michael J. Miles

By: *Daniel A. Traylor*
Daniel A. Traylor, Manager

Melody F. Ellsperman
Print Name: Melody F. Ellsperman

Date: 01/15/2020

STATE OF INDIANA
COUNTY OF VANDERBURGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15th day of January, 2020, by Daniel A. Traylor, as Manager of BB GROVES, LLC, a Delaware limited liability company, doing business in Florida as B Bank Groves, LLC, a Delaware limited liability company, on behalf of the company. He is personally known to me, or has produced _____ (type of identification) as identification.



DONNA M. BUSH
Resident of Vanderburgh County, IN
Commission Expires: January 20, 2024

Notary Signature: *Donna M. Bush*
Print Name: Donna M. Bush
Notary Public, State of Indiana
Commission Number: 677213
My Commission Expires: 01/20/2024

[Affix Notary Stamp or Seal]

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

[This Page is intentionally left blank]

[This Page is intentionally left blank]

[This Page is intentionally left blank]

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

Witnesses:

“Spring Grove Properties”

SPRING GROVE PROPERTIES, LLC, a
Florida limited liability company

Thomas W Hewitt
Thomas W Hewitt

Print Name:

Robert C Hewitt
Robert C Hewitt

Print Name:

By:

Robert C Hewitt

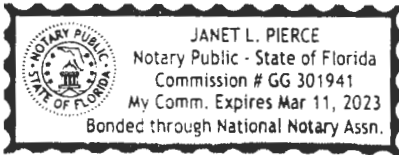
Robert C. Hewitt, Managing Member

Date:

1/16/20

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 16 day of January, 2020, by Robert C. Hewitt, as Managing Member of SPRING GROVE PROPERTIES, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me, or has produced _____ (type of identification) as identification.



Notary Signature:

Janet L Pierce

Print Name:

Janet L. Pierce

Notary Public, State of

Florida

Commission Number:

GG 301941

My Commission Expires:

Mar. 11, 2023

[Affix Notary Stamp or Seal]

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

Witnesses:

“Lake Dennis”

LAKE DENNIS, LLC, a Florida limited liability company

Melissa R. Martinez
Print Name: Melissa R. Martinez

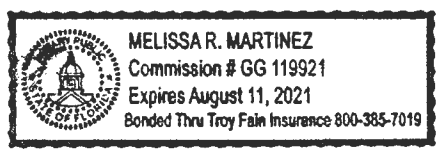
By: [Signature]
Stephen D. Dunegan, Manager

[Signature]
Print Name: Sam Ellis

Date: 1/16/20

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 16 day of January, 2020, by Stephen D. Dunegan, as Manager of LAKE DENNIS, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me, or has produced FL DL (type of identification) as identification.



Notary Signature: [Signature]
Print Name: Melissa R. Martinez
Notary Public, State of Florida
Commission Number: GG 119921
My Commission Expires: 8/11/21

[Affix Notary Stamp or Seal]

[SIGNATURES CONTINUE ON FOLLOWING PAGES]
1

Witnesses:

“M/I Homes”

M/I HOMES OF ORLANDO, LLC, a Florida limited liability company

Katherine Hanchi
Print Name: Katherine Hanchi

By: [Signature]
Daniel Kaiser, Vice President

[Signature]
Print Name: KRIS Colne

Date: 1-16-2020

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 16 day of January, 2020, by Daniel Kaiser, as Vice President of M/I HOMES OF ORLANDO, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me, or has produced _____ (type of identification) as identification.

Notary Signature: [Signature]
Print Name: Angela G. Gales
Notary Public, State of Florida
Commission Number: 66009145
My Commission Expires: 9-7-2020

[Affix Notary Stamp or Seal]

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

Witnesses:

“KHOV”

KHOV Winding Bay II, LLC, a Florida limited liability company

By: Hovnanian Developments of Florida, Inc., a Florida corporation, its Authorized Member

By: [Signature]
Justin Allen, Vice President – Land Acquisition and Development

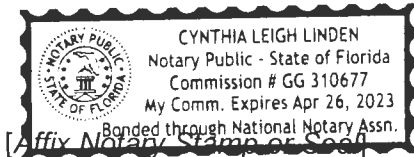
Date: 01-16-2020

[Signature]
MICAH PETRI
Print Name:
Guy Trissell
Guy Trissell
Print Name:

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 16 day of January, 2020, by Justin Allen, as Vice President – Land Acquisition and Development of Hovnanian Developments of Florida, Inc., a Florida corporation, Authorized Member of KHOV WINDING BAY II, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me, or has produced _____ (type of identification) as identification.

Sign: [Signature]
Print Name: Cynthia Leigh Linden
Notary Public, State of Florida
My Commission Expires: April 26, 2023
Commission Number: 66 310677



[Joinder and Consent of Valley National Bank, holder of a Mortgage and Security Agreement that encumbers the KHOV Parcel follows]

RNA-Exh. J

**Joinder and Consent
of
Valley National Bank**

The undersigned, Valley National Bank, holder and mortgagee of that certain Mortgage and Security Agreement executed by KHOV Winding Bay II, LLC, a Florida limited liability company, Mortgagor, in favor of Valley National Bank, Mortgagee, dated June 21, 2018, in the original principal amount of \$13,408,162.00, recorded June 26, 2018, in Official Records Instrument Number 20180375630; Subordination of Encumbrance to Property Rights to Orange County recorded December 21, 2018, in Official Records Instrument Number 20180740355; Amended and Restated Mortgage and Security Agreement and Spreader Agreement recorded March 21, 2019, in Official Records Instrument Number 20190166272; Subordination of Encumbrances to Property Rights to Orange County recorded September 13, 2019, in Official Records Instrument Number 20190567849, Absolute Assignment of Rents and Leases recorded June 26, 2018, in Official Records Instrument No. 20180375631, and Amended and Restated Absolute Assignment of Rents and Leases recorded March 21, 2019, in Official Records Instrument Number 20190166273, and UCC-1 Financing Statement recorded June 26, 2018, in Official Records Instrument No. 20180375634 and recorded March 21, 2019, in Official Records Instrument No. 20190166274 (collectively, the "Mortgage"), hereby joins in and consents to this Village I Horizon West Road Network Agreement (C.R. 545, a/k/a Avalon Road, and Flemings Road) (this "Road Agreement"), and agrees that the Mortgage is hereby subordinated to the Notice of Subordination.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed as of the date indicated below.

Witnesses:

VALLEY NATIONAL BANK

Sign: [Signature]
Print Name: Jamie Payne
Vice President

By: [Signature]
Print Name: ALFRED SORRENTINO, JR.
First Senior Vice President

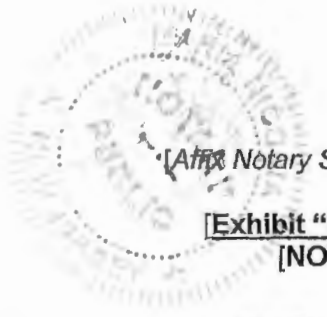
Sign: [Signature]
Print Name: PATRICIA BOTSOLAS
BANK OFFICER

Title: _____
Date: January 16, 2020

STATE OF New Jersey
COUNTY OF Passaic

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 16th day of January, 2020, by ALFRED SORRENTINO, as FSVP of VALLEY NATIONAL BANK, who is personally known to me, or who has produced _____ (type of identification) as identification.

Sign: [Signature]
Print Name: _____
Notary Public, State of MARIA NICOSIA
My Commission Expires NOTARY PUBLIC OF NEW JERSEY
Commission Number MY COMMISSION EXPIRES APRIL 13, 2021



[Affix Notary Stamp or Seal]

[Exhibit "B" with the legal descriptions of the Signatory Owners' Properties follows]
[NOTE: There is no Exhibit "A" attached to this Notice of Subordination]

Composite Exhibit "B"
Parcel ID Numbers and Property Legal Descriptions

[See attached legal descriptions for the following Signatory Owners and Parcel ID Numbers]

List of Signatory Owners & Orange County Parcel ID Numbers

No.	Name of the Party	Parcel I.D. Number(s)
16.	SPRING GROVE, LLC , a Delaware limited liability company	19-24-27-0000-00-001 19-24-27-0000-00-004 19-24-27-0000-00-017 19-24-27-0000-00-018 19-24-27-0000-00-019 18-24-27-0000-00-003 18-24-27-0000-00-004 30-24-27-0000-00-028
17.	BB GROVES, LLC , a Delaware limited liability company, doing business in Florida as B Bank Groves, LLC, a Delaware limited liability company	30-24-27-0000-00-003
18.	WITHERS, LLC , a Delaware limited liability company, registered to do business in the State of Florida as "Withers Properties, LLC"	29-24-27-0000-00-001 29-24-27-0000-00-003 29-24-27-0000-00-004 29-24-27-0000-00-008 29-24-27-0000-00-009 29-24-27-0000-00-010 30-24-27-0000-00-011
19.	COLUMNAR PARTNERSHIP HOLDING I, LLC , a Indiana limited liability company	20-24-27-0000-00-009 30-24-27-0000-00-024 29-24-27-0000-00-017 18-24-27-0000-00-006
20.	KRPC HARTZOG, LLC , a Florida limited liability company	29-24-27-0000-00-013 29-24-27-0000-00-014
21.	SP COMMERCIAL INVESTORS, LLC , a Florida limited liability company	30-24-27-0000-00-012 30-24-27-0000-00-021
22.	THOMAS J. KARR, JR. and TAMI G. KARR , husband and wife, as to 50% vested interest ("Karr"), and DONALD R. ALLEN, JR. and PATRICIA A. ALLEN , husband and wife ("Allen"), as to 50% vested interest	29-24-27-0000-00-002

No.	Name of the Party	Parcel I.D. Number(s)
23.	TITAN-LIBERTY LAKE UNDERHILL JOINT VENTURE , a Florida general partnership (" Titan ") as to 50% vested interest, and VILLAGE I 545, LLC , a Florida limited liability company (" Village I 545 "), as to 50% vested interest	19-24-27-0000-00-002 19-24-27-0000-00-014 19-24-27-0000-00-013 19-24-27-0000-00-012 19-24-27-0000-00-015 19-24-27-0000-00-021
24.	SPRING GROVE PROPERTIES, LLC , a Florida limited liability company	18-24-27-0000-00-009
25.	<i>[Intentionally left blank]</i>	<i>[Intentionally left blank]</i>
26.	<i>[Intentionally left blank]</i>	<i>[Intentionally left blank]</i>
27.	<i>[Intentionally left blank]</i>	<i>[Intentionally left blank]</i>
28.	LAKE DENNIS, LLC , a Florida limited liability company	18-24-27-0000-00-002
29.	M/I HOMES OF ORLANDO, LLC , a Florida limited liability company	19-24-27-0000-00-003 19-24-27-0000-00-022
30.	KHOV WINDING BAY II, LLC	17-24-27-0000-00-003 17-24-27-0000-00-012

[PROPERTY LEGAL DESCRIPTIONS ON FOLLOWING PAGES]

SPRING GROVE, LLC, A DELAWARE LIMITED LIABILITY COMPANY

Parcel 1: 19-24-27-0000-00-001

A portion of the Northwest 1/4 of the Northeast 1/4 of Section 19, Township 24 South, Range 27 East, Public Records of Orange County, Florida. Lying South of Lake Star Road.

Less and Except the following described parcel:

The Southeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 19, Township 24 South, Range 27 East, Public Records of Orange County, Florida.

and

Less and Except that portion for Road Right of Way as contained in Right of Way Agreement recorded December 24, 1968, in Official Records Book 1790, Page 704, Public Records of Orange County, Florida.

Parcel 2: 19-24-27-0000-00-004

The Southeast 1/4 of the Southwest 1/4 of Section 19, Township 24 South, Range 27 East, Orange County, Florida.

and

The Northwest 1/4 of the Northeast 1/4, lying West of Avalon Road and the Northeast 1/4 of the Northwest 1/4 of Section 30, Township 24 South, Range 27 East, Orange County, Florida.

Less and Except:

That portion of the Northeast 1/4 of the Northwest 1/4 and that portion of the Northwest 1/4 of the Northeast 1/4 of Section 30, Township 24 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northwest corner of the Northeast 1/4 of said Section 30; thence run South 01°10'05" West, along the West line of the Northeast 1/4 of said Section 30, a distance of 601.69 feet to the Point of Beginning; thence run North 89°24'04" East, departing said West line, a distance of 1022.70 feet to a point on the Westerly Right-of-Way line of Avalon Road (A 66.00 foot wide Right-of-Way per Orange County Road Bond Project No. 75A, recorded in Deed Book 402, page 316, of the Public Records of Orange County, Florida), said point being on a non-tangent curve, concave Easterly,

having a radius of 3075.25 feet, a central angle of 03°01'18", a chord bearing and distance of South 06°31'03" West, 162.16 feet; thence Southwesterly along said Westerly Right-of-Way line and along the arc of said curve, a distance of 162.18 feet to a point of tangency; thence run South 05°00'24" West, along said Westerly Right-of-Way line, a distance of 567.01 feet to a point on the South line of the Northwest 1/4 of the Northeast 1/4 of said Section 30; thence departing said Westerly Right-of-Way line, run South 89°23'35" West, along said South line, a distance of 880.54 feet; thence departing said South line North 46°58'54" East, a distance of 330.08 feet to a point of curvature of a curve, concave Westerly, having a radius of 130.00 feet, a central angle of 102°09'55", a chord bearing and distance of North 04°06'03" West, 202.29 feet; thence Northwesterly along the arc of said curve a distance of 231.81 feet to a point of tangency; thence run North 55°11'00" West, a distance of 109.60 feet; thence run North 50°13'57" West, a distance of 57.18 feet; thence run North 44°53'50" West, a distance of 279.74 feet; thence run North 89°24'04" East, a distance of 30.25 feet to the Point of Beginning.

Parcel 3: 19-24-27-0000-00-017

That part of the North 1/2 of the Northwest 1/4, lying North of Lake Star Road, of Section 19, Township 24 South, Range 27 East, Public Records of Orange County, Florida.

Less and Except that portion for Road Right of Way as contained in Right of Way Agreement recorded December 24, 1968, in Official Records Book 1790, Page 704, Public Records of Orange County, Florida.

Parcel 4: 19-24-27-0000-00-018

That part of the North 1/2 of the Northwest 1/4, lying South of Lake Star Road, of Section 19, Township 24 South, Range 27 East, Public Records of Orange County, Florida.

Less and Except that portion for Road Right of Way as contained in Right of Way Agreement recorded December 24, 1968, in Official Records Book 1790, Page 704, Public Records of Orange County, Florida.

Parcel 5: 19-24-27-0000-00-019

Southeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 19, Township 24 South, Range 27 East, Public Records of Orange County, Florida.

Parcel 6: 18-24-27-0000-00-003

The Southeast 1/4 of the Southwest 1/4 of Section 18, Township 24 South, Range 27 East, Public Records of Orange County, Florida.

Parcel 7: 18-24-27-0000-00-004

Portion of the Northwest 1/4 of the Northeast 1/4 of Section 19, Township 24 South, Range 27 East, Public Records of Orange County, Florida, lying North of Lake Star Road.

Less and Except that portion for Road Right of Way as contained in Right of Way Agreement recorded December 24, 1968, in Official Records Book 1790, Page 704, Public Records of Orange County, Florida.

Parcel 8: 30-24-27-0000-00-028

West half of the Northwest 1/4 of Section 30, Township 24 South, Range 27 East, Public Records of Orange County, Florida.

Less and Except that portion conveyed to M/I Homes of Orlando, LLC recorded December 24, 2018, in Official Records Instrument Number 20190013381, Public Records of Orange County, Florida.

Parcel 8A: 19-24-27-0000-00-001

The Southeast 1/4 of the Northwest 1/4 of Section 19, Township 24 South, Range 27 East, Public Records of Orange County, Florida, Less and Except the South 600 feet thereof).

**BB GROVES, LLC, A DELAWARE LIMITED LIABILITY COMPANY,
DOING BUSINESS IN FLORIDA AS B BANK GROVES, LLC, A
DELAWARE LIMITED LIABILITY**

Parcel 9: 30-24-27-0000-00-003

The Southwest 1/4 of the Southwest 1/4 of Section 30, Township 24 South, Range 27 East, Orange County, Florida.

TOGETHER WITH:

The North 1/2 of the Southwest 1/4 and the Southeast 1/4 of the Northwest 1/4 in Section 30, Township 24 South, Range 27 East. Together with all grantor's right, title and interest in and to that certain Roadway Easement in Official Records Book 782, Page 119, of the Public Records of Orange County, Florida. And the North 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 30, Township 24 South, Range 27 East, lying West of County Road #75; and the Southwest 1/4 of the Northeast 1/4 West of Highway of Section 30, Township 24 South, Range 27 East, all in Orange County, Florida.

TOGETHER WITH:

The Northwest 1/4 of the Northwest 1/4 of Section 31, Township 24 South, Range 27 East, Orange County, Florida, less the South 30 feet for road.

**WITHERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY,
registered to do business in the State of Florida as "Withers
Properties, LLC"**

Parcel 10: 29-24-27-0000-00-001

The Northeast 1/4 of the Northwest 1/4 of Section 29, Township 24 South, Range 27 East, Public Records of Orange County, Florida.

Parcel 11: 29-24-27-0000-00-003

The North 1/2 of the Southwest 1/4 (Less the East 963 feet) of Section 29, Township 24 South, Range 27 East, Public Records of Orange County, Florida.

Parcel 12: 29-24-27-0000-00-004

The Southwest 1/4 of the Southwest 1/4 of Section 29, Township 24 South, Range 27 East, Public Records of Orange County, Florida.

Parcel 13: 29-24-27-0000-00-008

The East 488 feet of the North 1/2 of the Southwest 1/4 of Section 29, Township 24 South, Range 27 East, Public Records of Orange County, Florida.

Parcel 14: 29-24-27-0000-00-009

Commencing at the Northeast corner of the Southwest 1/4 of Section 29, Township 24 South, Range 27 East, run West 488 feet for a starting point; thence run South to the South boundary line of the Northeast 1/4 of the Southwest 1/4; thence West 475 feet; thence North to the North boundary of the Northeast 1/4 of the Southwest 1/4; thence East 475 feet to a Point of Beginning, all lying and being in Orange County, Florida.

Parcel 15: 29-24-27-0000-00-010

The Northwest 1/4 of the Northeast 1/4 and The Southwest 1/4 of the Northeast 1/4 and The Southeast 1/4 of the Northwest 1/4 of Section 29, Township 24 South, Range 27 East, Public Records of Orange County, Florida.

Less and Except the following described parcel:

That certain parcel of land situated in the Southeast 1/4 of the Northwest 1/4 of Section 29, Township 24 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Begin at the Southwest corner of the Southeast 1/4 of the Northwest 1/4 of aforesaid Section 29; thence North 00°19'17" East, along the West line of aforesaid Southeast 1/4 of the Northwest 1/4 of Section 29, a distance of 1013.22 feet; thence departing said West line, South 89°43'17" East, a distance of 799.31 feet to the point of curvature of a curve concave Southwesterly, having a radius of 25.00 feet, a central angle of 64°27'16", a chord bearing of South 57°29'40" East and a chord distance of 26.66 feet; thence Southeasterly along the arc of said curve a distance of 28.12 feet to the point of reverse curvature of a curve concave Northeasterly, having a radius of 930.00 feet, a central angle of 08°29'56", a chord bearing of South 29°31'00" East and a chord distance of 137.82 feet; thence Southeasterly along the arc of said curve a distance of 137.95 feet to the point of reverse curvature of a curve concave Westerly, having a radius of 25.00 feet, a central angle of 87°02'13", a chord bearing of South 09°45'09" West and a chord distance of 34.43 feet; thence Southerly along the arc of said curve a distance of 37.98 feet to the point of tangency; thence South 53°16'15" West, a distance of 25.84 feet to the point of curvature of a curve, concave Southeasterly, having a radius of 325.00 feet, a central angle of 52°56'58", a chord bearing of South 26°47'46" West and a chord distance of 289.77 feet; thence Southwesterly along the arc of said curve a distance of 300.35 feet to the point of tangency; thence South 00°19'17" West, a distance of 565.94 feet to a point on the South line of aforementioned Southeast 1/4 of the Northwest 1/4 of Section 29; thence South 89°54'59" West, along said South line, a distance of 735.02 feet to the Point of Beginning.

Parcel 16: 30-24-27-0000-00-011

The Southeast 1/4 of the Southeast 1/4 of Section 30, Township 24 South, Range 27 East, Public Records of Orange County, Florida.

COLUMNAR PARTNERSHIP HOLDING I, LLC, A INDIANA LIMITED LIABILITY COMPANY

Parcel 17: 20-24-27-0000-00-009

That portion of the North 1/2 of the Northwest 1/4 of Section 20, Township 24 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Begin at the Southeast corner of the Northeast 1/4 of the Northwest 1/4 of Section 20, Township 24 South, Range 27 South, thence North 89°58'44" West, a distance of 2068.83 feet; thence North 43°33'32" East, a distance of 843.54 feet; thence South 89°58'44" East, a distance of 1493.28 feet; thence South 00°32'15" West, a distance of 611.52 feet to the Point of Beginning.

Parcel 18: 30-24-27-0000-00-024

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

Commence at the Southwest corner of the Northwest 1/4 of the Northeast 1/4 of Section 30, Township 24 South, Range 27 East, thence North 89°23'35" East, a distance 89.06 feet to the Point of Beginning; thence North 46°58'54" East, a distance 330.08 feet to a point of curve concave Westerly having a radius 130 feet delta 102°09'55" chord bearing North 04°06'03" West an arc length 231.81 feet; thence North 55°11'00" West, a distance of 109.6 feet; thence North 50°13'57" West, a distance of 57.18 feet; thence North 44°53'50" West, a distance of 279.74 feet; thence North 89°24'04" East, a distance of 1052.95 feet to a point of curve of a non tangent curve concave Easterly having a radius of 3072.25 feet delta 03°01'18" chord bearing South 06°31'03" West an arc length 162.18 feet; thence South 05°00'24" West, a distance of 567.01 feet; thence South 89°23'35" West, a distance of 880.54 feet to the Point of Beginning.

Less and Except that portion conveyed to Orange County contained in Special Warranty Deed recorded March 26, 2018, in Official Records Instrument Number 20180175181, Public Records of Orange County, Florida, being more particularly described as follows:

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

Commence at the Southeast corner of the Northwest 1/4 of the Northeast 1/4 of said Section 30; thence run South 89°23'35" West, along the South line of the Northwest 1/4 of the Northeast 1/4 of said Section 30, a distance of 381.69 feet for the Point of Beginning; thence continue South 89°23'35" West, along the South line of the Northwest 1/4 of the Northeast 1/4 of said Section 30, a distance of 518.68 feet; thence run North 41°41'46" East, a distance of 268.96 feet; thence run North 89°23'35" East, a distance of 357.20 feet to a point to a point lying 27.50 feet West of (when measured perpendicular to) the Westerly right-of-way line of Avalon Road (County Road 545), a 66 foot wide right-of-way per Orange County Road Project No. 75A and Deed Book 402, Page 312, Public Records of Orange County Florida; thence run South 05°00'24" West, parallel with said Westerly right-of-way line, a distance of 199.88 feet to the Point of Beginning.

Parcel 19: 29-24-27-0000-00-017

That certain parcel of land situated in the Southeast 1/4 of the Northwest 1/4 of Section 29, Township 24 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

Begin at the Southwest corner of the Southeast 1/4 of the Northwest 1/4 of aforesaid Section 29; thence North 00°19'17" East, along the West line of aforesaid Southeast 1/4 of the Northwest 1/4 of Section 29, a distance of 1013.22 feet; thence departing said West line, South 89°43'17" East, a distance of 799.31 feet to the point of curvature of a curve concave Southwesterly, having a radius of 25.00 feet, a central angle of 64°27'16", a chord bearing of South 57°29'40" East and a chord distance of 26.66 feet; thence Southeasterly along the arc of said curve a distance of 28.12 feet to the point of reverse curvature of a curve concave Northeasterly, having a radius of 930.00 feet, a central angle of 08°29'56", a chord bearing of South 29°31'00" East and a chord distance of 137.82 feet; thence Southeasterly along the arc of said curve a distance of 137.95 feet to the point of reverse curvature of a curve concave Westerly, having a radius of 25.00 feet, a central angle of 87°02'13", a chord bearing of South 09°45'09" West and a chord distance of 34.43 feet; thence Southerly along the arc of said curve a distance of 37.98 feet to the point of tangency; thence South 53°16'15" West, a distance of 25.84 feet to the point of curvature of a curve, concave Southeasterly, having a radius of 325.00 feet, a central angle of 52°56'58", a chord bearing of South 26°47'46" West and a chord distance of 289.77 feet; thence Southwesterly along the arc of said curve a distance of 300.35 feet to the point of tangency; thence South 00°19'17" West, a distance of 565.94 feet to a point on the South line of aforementioned Southeast 1/4 of the Northwest 1/4 of Section 29; thence South 89°54'59" West, along said South line, a distance of 735.02 feet to the Point of Beginning.

Parcel 20: 18-24-27-0000-00-006

The South 150 feet of the West 350 feet of the Southeast 1/4 of Section 18, Township 24 South, Range 24 South, being more particularly described as follows:

Begin at the Southwest corner of the Southeast 1/4 of Section 18; thence North 01°02'31" East, a distance of 150 feet; thence North 88°41'51" East 350 feet; thence South 01°02'31" West, a distance of 150 feet; thence South 88°51'51" West, a distance of 350 feet to the Point of Beginning.

KRPC HARTZOG, LLC, A FLORIDA LIMITED LIABILITY COMPANY

Parcel 21: 29-24-27-0000-00-013

The West 300.00 feet of the East 670.00 feet of the Southeast 1/4 of the Southwest 1/4 of Section 29, Township 24 South, Range 27 East, Orange County, Florida.

Less and Except the South 30 feet thereof pursuant to Right of Way Agreement recorded in Deed Book 844, page 263, Public Records of Orange County, Florida.

Parcel 22: 29-24-27-0000-00-014

The East 370.00 feet of the Southeast 1/4 of the Southwest 1/4 of Section 29, Township 24 South, Range 27 East, Orange County, Florida.

Less and Except the South 30 feet thereof pursuant to Right of Way Agreement recorded in Deed Book 844, page 263, Public Records of Orange County, Florida.

SP COMMERCIAL INVESTORS, LLC, A FLORIDA LIMITED LIABILITY COMPANY

Parcel 23: 30-24-27-0000-00-012

Northwest 1/4 of the Southeast 1/4, lying East of State Road #75 or #545, Section 30, Township 24 South, Range 27 East, Orange County, Florida. Less and Except the North 100 feet.

Parcel 24: 30-24-27-0000-00-021

The Northeast 1/4 of the Southeast 1/4 of Section 30, Township 24 South, Range 27 East, Orange County, Florida. Less and Except the North 30 feet of the West 1/2 thereof.

and

The North 100 feet of the Northwest 1/4 of the Southeast 1/4 of Section 30, Township 24 South, Range 27 East, Orange County, Florida, lying to the East of the centerline of Avalon Road (State Road 545). Less and Except the West 33 feet thereof.

and

That part of the Southeast 1/4 of Section 30, Township 24 South, Range 27 East, Orange County, Florida, being described as follows:

The North 30 feet of the West 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section 30 Township 24 South, Range 27 East, Orange County, Florida.

**THOMAS J. KARR, JR. AND TAMI G. KARR, HUSBAND AND WIFE, AND
DONALD R. ALLEN, JR. AND PATRICIA A. ALLEN, HUSBAND AND
WIFE**

Parcel 25: 29-24-27-0000-00-002

The Northwest 1/4 of the Northwest 1/4 of Section 29, Township 24 South,
Range 27 East, Orange County, Florida.

and

The Southwest 1/4 of the Northwest 1/4 of Section 29, Township 24 South,
Range 27 East, Orange County, Florida.

**TITAN-LIBERTY LAKE UNDERHILL JOINT VENTURE, A FLORIDA
GENERAL PARTNERSHIP AND VILLAGE I-545, LLC, A FLORIDA
LIMITED LIABILITY COMPANY**

Parcel 26: 19-24-27-0000-00-002

The Southwest 1/4 of the Northeast 1/4 of Section 19, Township 24 South, Range 27 East, Public Records of Orange County, Florida.

and

That part of the North 1/2 of the Southwest 1/4 lying Northerly and Easterly of Flemings Road of Section 19, Township 24 South, Range 27 East, Public Records of Orange County, Florida.

and

That part of the North 1/2 of the Southeast 1/4 lying Northerly of Flemings Road and Westerly of Avalon Road of Section 19, Township 24 South, Range 27 East, Public Records of Orange County, Florida

and

That part of the Southwest 1/4 of the Northwest 1/4 lying Southeasterly of Lake Star Road of Section 19, Township 24 South, Range 27 East, Public Records of Orange County, Florida.

Parcel 27: 19-24-27-0000-00-014

Southwest 1/4 of the Southeast 1/4 of Section 19, Township 24 South, Range 27 East, Public Records of Orange County, Florida. Less that part lying Southeasterly of Avalon Road and Less and Except Road Right of Way.

Parcel 28: 19-24-27-0000-00-013

Northwest 1/4 of the Southwest 1/4, lying Southwesterly of Flemings Road of Section 19, Township 24 South, Range 27 East, Public Records of Orange County, Florida.

Parcel 29: 19-24-27-0000-00-012

Part of the Southwest 1/4 of the Northwest 1/4, lying Northwesterly of Lake Star Road of Section 19, Township 24 South, Range 27 East, Public Records of Orange County, Florida.

Parcel 29A: 19-24-27-0000-00-015

Part of the Southwest 1/4 of the Southeast 1/4 of Section 19, Township 24 South, Range 27 East, Public Records of Orange County, Florida, Lying Southeasterly of Avalon Road.

Parcel 29B: 19-24-27-0000-00-021

The South 600 feet of the Southeast 1/4 of the Northwest 1/4 of Section 19, Township 24 South, Range 27 East, Public Records of Orange County, Florida.

NOTE: PARCELS 30 AND 31 have been intentionally omitted.

SPRING GROVE PROPERTIES, LLC, A FLORIDA LIMITED LIABILITY COMPANY

Parcel 32: 18-24-27-0000-00-009

The West 1/2 of the Southwest 1/4, lying West of State Road 545 (Avalon Road), Less and except the following: Beginning at the Southeast corner of the Southwest 1/4 of the Southwest 1/4; run 250 feet North; thence Southwesterly to a point 457 feet West of the Southeast corner of said Southwest 1/4 of the Southwest 1/4; thence East 457 feet to the Point of Beginning, in Section 17, Township 24 South, Range 27 East, Orange County, Florida. Less and Except any part thereof in Road Right of Way.

and

The Southeast 1/4 of Section 18, Township 24 South, Range 27 East, Orange County, Florida, Less and Except any part thereof in Road Right of Way

and Less and except:

The South 150 feet of the West 350 feet of the Southeast 1/4 of Section 18, Township 24 South, Range 27 East, Orange County, Florida, described as follows:

Begin at the Southwest corner of the Southeast 1/4 of said Section 18; thence run North 01°02'31" East, along the West line of the Southeast 1/4 of said Section 18, a distance of 150.00 feet; thence run North 88°51'51" East, a distance of 350.00 feet; thence South 01°02'31" West, a distance of 150.00 feet to a point on the South line of the Southeast 1/4 of said Section 18; thence South 88°51'51" West, along said South line , a distance of 350.00 feet to the Point of Beginning.

[This Page is intentionally left blank]

[This Page is intentionally left blank]

[This Page is intentionally left blank]

LAKE DENNIS, LLC, A FLORIDA LIMITED LIABILITY COMPANY

Parcel 37: 18-24-27-0000-00-002

The Southwest 1/4 of the Southwest 1/4 of Section 18, Township 24 South, Range 27 East, Public Records of Orange County, Florida.

M/I HOMES OF ORLANDO, LLC, A FLORIDA LIMITED LIABILITY COMPANY

Parcel 38: Parcel # 19-24-27-0000-00-003

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

Commence at the Southwest corner of the Southwest 1/4 of the Southwest 1/4 of said Section 19; thence run North 00°13'04" East, along the West line of the Southwest 1/4 of the Southwest 1/4 of said Section 19, a distance of 441.28 feet for the Point of Beginning; thence continue North 00°13'04" East, along said West line a distance of 883.58 feet to a point on the North line of the Southwest 1/4 of the Southwest 1/4 of said Section 19; thence run North 89°00'27" East, along the North line thereof, a distance of 1471.85 feet to a point on the East line of the Southwest 1/4 of the Southwest 1/4 of said Section 19; thence run South 00°05'11" West, along said East line, a distance of 365.36 feet; thence departing said East line, run South 89°00'27" West, a distance of 181.59 feet; thence run South 00°59'33" East, a distance of 24.70 feet; thence run South 89°00'27" West, a distance of 52.00 feet to a point of curvature of a non-tangent curve, concave Southwesterly, having a radius of 15.00 feet; thence, on a chord bearing of South 45°59'33" East and a chord distance of 21.21 feet, run Northwesterly along the arc of said curve, a distance of 23.56 feet, through a central angle of 90°00'00" to the point of tangency thereof; thence run South 89°00'27" West, a distance of 289.00 feet; thence run South 00°59'33" East, a distance of 30.85 feet to a point of curvature of a curve, concave Easterly, having a radius of 889.53 feet and a central angle of 07°57'55"; thence run Southerly, along the arc of said curve, a distance of 123.66 feet to the point of tangency thereof; thence run South 08°57'28" East, a distance of 155.41 feet to a point of curvature of a curve, concave Westerly, having a radius of 274.00 feet and a central angle of 09°01'55"; thence run Southerly, along the arc of said curve, a distance of 43.19 feet to the point of tangency thereof; thence run South 00°04'27" West, a distance of 175.48 feet; thence run North 89°55'32" West, a distance of 975.66 feet to the Point of Beginning.

Parcel 39: Parcel # 19-24-27-0000-00-022

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 1/4 of the Southwest 1/4 of said Section 19; thence run North 00°13'04" East, along the West line of the Southwest 1/4 of the Southwest 1/4 of said Section 19, a distance of 441.28 feet; thence departing said West line, run South 89°55'32" East, a distance of 975.66 feet; thence run North 00°04'27" East, a distance of 175.48 feet to a point of curvature of a curve, concave Westerly, having a radius of 274.00 feet and a central angle of 09°01'55"; thence run Northerly along the arc of said curve a distance of 43.19 feet to the point of tangency thereof; thence run North 08°57'28" West, a distance of 155.41 feet to a point of curvature of a curve, concave Easterly, having a radius of 889.53 feet and a central angle of 07°57'55"; thence run Northerly, along the arc of said curve, a distance of 123.66 feet to the point of tangency thereof; thence run North 00°59'33" West, a distance of 30.85 feet; thence run North 89°00'27" East, a distance of 289.00 feet to a point of curvature of a curve, concave Southwesterly, having a radius of 15.00 feet and a central angle of 90°00'00"; thence run Southeasterly, along the arc of said curve, a distance of 23.56 feet to the end of said curve; thence run North 89°00'27" East, a distance of 52.00 feet; thence run North 00°59'33" West, a distance of 24.70 feet; thence run North 89°00'27" East, a distance of 181.59 feet to a point on the East line of the Southwest 1/4 of the Southwest 1/4 of said Section 19; thence run South 00°05'11" West, along said East line, a distance of 960.69 feet to a point on the East line of the West 1/2 of the Northwest 1/4 of said Section 30; thence run South 00°46'47" West, along said East line, a distance of 784.88 feet; thence departing said East line, run North 89°13'13" West, a distance of 426.86 feet; thence run South 86°04'22" West, a distance of 38.94 feet; thence run North 50°54'00" West, a distance of 72.86 feet to a point of curvature of a non-tangent curve, concave Northerly having a radius of 67.00 feet; thence on a chord bearing of South 71°02'18" West and a chord distance of 43.87 feet, run Westerly along the arc of said curve a distance of 44.69 feet, through a central angle of 38°13'12" to the point of tangency thereof; thence run North 89°51'06" West, a distance of 210.00 feet to a point of curvature of a curve, concave Southeasterly, having a radius of 15.00 feet and a central angle of 89°07'19"; thence run Southwesterly, along the arc of said curve, a distance of 23.33 feet to the end of said curve; thence run North 89°51'06" West, a distance of 52.00 feet; thence run North 00°08'54" East, a distance of 18.07 feet; thence run North 89°51'06" West, a distance of 125.00 feet; thence run South 00°00'00" East, a distance of 110.20 feet; thence run North 89°51'06" West, a distance of 500.65 feet to a point on the West line of the Northwest 1/4 of said Section 30; thence run North 00°09'46" East, along said West line a distance of 830.25 feet to the Point of Beginning.

KHOV WINDING BAY II, LLC, A FLORIDA LIMITED LIABILITY COMPANY

Parcel 40: 17-24-27-0000-00-003

A portion of Section 17, Township 24 South, Range 27 East, Orange County, Florida, described as follows:

Begin at the Northeast corner of the Southeast 1/4 of the Southwest 1/4 of said Section 17; thence run South 00°15'05" West, along the East line of the Southwest 1/4 of said Section 17, a distance of 259.67 feet; thence departing said East line, run North 89°44'55" West, a distance of 711.35 feet; thence run South 30°04'08" West, a distance of 25.00 feet; thence run South 62°00'28" West, a distance of 99.28 feet to a point of curvature of a non-tangent curve, concave Westerly, having a radius of 215.00 feet; thence on a chord bearing of South 12°13'29" East and a chord distance of 116.85 feet, run Southerly along the arc of said curve a distance of 118.33 feet, through a central angle of 31°32'07" to a point of compound curvature of a curve, having a radius of 11.00 feet and a central angle of 75°04'10"; thence run Southwesterly along the arc of said curve, a distance of 14.41 feet to the point of tangency thereof; thence run South 78°36'45" West, a distance of 532.39 feet to a point on the Easterly Right-of-Way line of Avalon Road (County Road 545), a 66.00 foot wide Right-of-Way as now laid out and used; thence run North 11°23'15" West, along said Easterly Right-of-Way line, a distance of 1,913.73 feet to a point on the North line of the Southwest 1/4 of said Section 17; thence run North 89°57'02" East, along the North line thereof, a distance of 716.84 feet to a point on the East line of the West 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 17; thence run South 00°26'16" West, along the East line thereof, a distance of 1,324.55 feet to a point on the North line of the Southeast 1/4 of the Southwest 1/4 of said Section 17; thence run North 89°52'58" East, along the North line thereof, a distance of 989.78 feet to the Point of Beginning.

Together with:

Commence at the Southeast corner of the Southwest 1/4 of said Section 17; thence run North 00°15'05" East, along the East line of the Southwest 1/4 of said Section 17, a distance of 498.60 feet; thence run North 89°44'55" West, a distance of 564.97 feet for the Point of Beginning; thence run South 70°32'06" West, a distance of 142.82 feet to a point of curvature of a non-tangent curve, concave Easterly, having a radius of 1,145.00 feet; thence on a chord bearing of North 13°38'26" West and a chord distance of 232.39 feet, run Northerly along the arc of said curve, a distance of 232.79 feet, through a central angle of 11°38'55" to a point of compound curvature of a curve, having a radius of 280.00 feet and a central angle of 14°11'10"; thence run Northerly along the arc of said curve, a distance of 69.33 feet to

a point on said curve; thence run South 83°38'08" East, a distance of 135.95 feet; thence run South 08°03'34" East, a distance of 142.15 feet; thence run South 21°04'44" East, a distance of 98.14 feet to the Point of Beginning.

Parcel 41: 17-24-27-0000-00-012

A portion of Sections 17 and 20, Township 24 South, Range 27 East, Orange County, Florida, described as follows:

Commence at the Northeast corner of the Southeast 1/4 of the Southwest 1/4 of said Section 17; thence run South 00°15'05" West, along the East line of the Southwest 1/4 of said Section 17, a distance of 259.67 feet for the Point of Beginning; thence continue South 00°15'05" West, a distance of 1,063.68 feet to the Northeast corner of the Northwest 1/4 of said Section 20; thence run South 00°32'15" West, along the East line of the Northwest 1/4 of said Section 20, a distance of 722.64 feet; thence run North 89°58'44" West, a distance of 1494.51 feet to a point on the Easterly Right-of-Way line of Avalon Road (County Road 545), a 66.00 foot wide Right-of-Way as now laid out and used; thence run Northerly along said Easterly Right-of-Way line, the following three (3) courses and distances; run North 43°32'29" East, a distance of 71.96 feet to a point of curvature of a curve, concave Westerly, having a radius of 987.93 feet and a central angle of 54°55'44"; thence run Northerly, along the arc of said curve, a distance of 947.12 feet to the point of tangency thereof; thence run North 11°23'15" West, a distance of 574.73 feet; thence departing said Easterly Right-of-Way line, run North 78°36'45" East, a distance of 532.39 feet to a point of curvature of a curve, concave Northwesterly, having a radius of 11.00 feet and a central angle of 75°04'10"; thence run Northeasterly, along the arc of said curve, a distance of 14.41 feet to a point of a compound curvature of a curve having a radius of 215.00 feet and a central angle of 31°32'07"; thence run Northerly along the arc of said curve, a distance of 118.33 feet to a point; thence run North 62°00'28" East, a distance of 102.20 feet; thence run North 27°03'05" East, a distance of 22.75 feet; thence run South 89°44'55" East, a distance of 710.95 feet to the Point of Beginning.

Less and Except:

Commence at the Southeast corner of the Southwest 1/4 of said Section 17; thence run North 00°15'05" East, along the East line of the Southwest 1/4 of said Section 17, a distance of 498.60 feet; thence run North 89°44'55" West, a distance of 564.97 feet for the Point of Beginning; thence run South 70°32'06" West, a distance of 142.82 feet to a point of curvature of a non-tangent curve, concave Easterly, having a radius of 1,145.00 feet; thence on a chord bearing of North 13°38'26" West and a chord distance of 232.39

feet, run Northerly along the arc of said curve, a distance of 232.79 feet, through a central angle of $11^{\circ}38'55''$ to a point of compound curvature of a curve, having a radius of 280.00 feet and a central angle of $14^{\circ}11'10''$; thence run Northerly along the arc of said curve, a distance of 69.33 feet to a point on said curve; thence run South $83^{\circ}38'08''$ East, a distance of 135.95 feet; thence run South $08^{\circ}03'34''$ East, a distance of 142.15 feet; thence run South $21^{\circ}04'44''$ East, a distance of 98.14 feet to the Point of Beginning.

Less and Except a portion now known as Winding Bay-Phase 1A, according to the plat thereof recorded in Plat Book 97, page 141, Public Records of Orange County, Florida.

Less and Except a portion now known as Winding Bay Phase 1B, according to the plat thereof recorded in Plat Book 100, page 146, Public Records of Orange County, Florida.