



**Interoffice Memorandum**

July 22, 2019

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

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

A handwritten signature in black ink, appearing to read "R. Hanson", written over the name in the "FROM" field.

**SUBJECT: BCC AGENDA ITEM – Consent Agenda  
August 6, 2019 BCC Meeting  
Utility Line Construction Reimbursement Agreement for  
Sunbridge Reclaimed Water Transmission Main  
Contact Person: Andres Salcedo, P. E., Deputy Director  
Utilities Department  
407-254-9719**

The developer, Tavistock East Holdings, LLC, will be constructing utilities through their development and extending off-site utilities within Sunbridge Parkway and a future utility easement as part of their infrastructure improvements.

Based on Orange County Utilities' Master Plan, the County requires 24-inch and 30-inch reclaimed water mains along this route to support the County's regional transmission needs.

To maximize efficiency and coordination, Orange County asked the developer to extend the existing reclaimed water main with approximately 4,660 linear feet (LF) of 24-inch reclaimed water main and approximately 4,100 LF of 30-inch reclaimed water main along their proposed construction route.

The construction costs of the utility improvements to be paid by Orange County under this agreement are limited to a total payment obligation amount of \$4,205,430.

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

**Action Requested: Approval and execution of Utility Line Construction Reimbursement Agreement for Sunbridge Reclaimed Water Transmission Main by and between Orange County and Tavistock East Holdings, LLC in the total payment obligation amount of \$4,205,430.**

**District 4.**

BCC Mtg. Date: August 06, 2019

## **UTILITY LINE CONSTRUCTION REIMBURSEMENT AGREEMENT FOR SUNBRIDGE RECLAIMED WATER TRANSMISSION MAIN**

**THIS UTILITY LINE CONSTRUCTION REIMBURSEMENT AGREEMENT FOR SUNBRIDGE RECLAIMED WATER TRANSMISSION MAIN** (the “Agreement”) is made and entered into as of the date of last execution below (the “Effective Date”) by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida (the “COUNTY”), whose address is 201 South Rosalind Avenue, Orlando, Florida 32801, and TAVISTOCK EAST HOLDINGS, LLC, a Florida limited liability company (the “DEVELOPER”), whose address is 6900 Tavistock Lakes Boulevard, Suite 200, Orlando, Florida 32827. Hereinafter, the COUNTY and the DEVELOPER may be referred to individually as a “Party” or collectively as the “Parties.”

### **RECITALS**

**WHEREAS**, pursuant to a separate agreement, the DEVELOPER has the right to purchase, entitle, and develop that certain real property located in unincorporated Orange County, as more particularly described in **Exhibit “A”** attached hereto and made a part hereof by this reference (the “Property”) for which the Tavistock East Services, LLC is the master developer; and

**WHEREAS**, the Parties entered into the Adequate Public Facilities Agreement for Sunbridge PD recorded as DOC# 20160659205, Public Records of Orange County, Florida on December 20, 2016; and

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

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

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

**WHEREAS**, in order to better serve areas within its reclaimed water service territory and in the interest of efficiency and economy, the COUNTY requests that the DEVELOPER extend approximately 4,660 linear feet of 24-inch reclaimed water line within the Sunbridge Parkway Segment 1 Right-of Way (also referred to as “Sunbridge Utilities Phase 1”) and approximately 4,100 linear feet of 30-inch reclaimed water line within the Sunbridge Utilities Phase 2 Utility



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Easement (also referred to as “Sunbridge Utilities Phase 2”), as depicted in **Exhibit “B”** attached to and made a part of this Agreement by this reference (collectively, Sunbridge Utilities Phase 1 and Sunbridge Utilities Phase 2 are referred to as the “Extension” and may individually be referred to as a “Phase”); and

**WHEREAS**, the Parties desire to enter into this Agreement for the purpose of setting forth the terms and conditions under which (i) the DEVELOPER will construct the Extension requested by the COUNTY, and the COUNTY will reimburse the DEVELOPER for the cost of the Extension, as more particularly set forth below; and

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

**NOW, THEREFORE**, in consideration of the premises hereof and the mutual covenants set forth in this Agreement, and for other good and valuable consideration that is acknowledged by the Parties, the Parties agree as follows:

**SECTION 1. RECITALS INCORPORATED.**

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

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

**2.1** The DEVELOPER shall cause the preparation of one set of design plans for Sunbridge Utilities Phase 1 and one set of design plans for Sunbridge Utilities Phase 2, with both sets of design plans based on the preliminary design sketch as depicted in **Exhibit “B.”** The design plans are subject to the COUNTY’s reasonable review and approval in accordance with the COUNTY’s biddable standards. The contract for the design plans must provide that the COUNTY is a third-party beneficiary with regard to insurance against the design professional’s errors and omissions. The review and approval under this Agreement by the COUNTY is in its proprietary capacity as a Party to this Agreement and is in addition to any governmental permitting functions the COUNTY may be otherwise obligated to perform.

Upon final acceptance of the design plans for each Phase of the Extension, the COUNTY will provide the DEVELOPER with written notification of such acceptance. Once approved by the COUNTY, the design plans will be referred to as the “Construction Plans.”

**2.2** For each Phase of the Extension, the DEVELOPER must retain a professional engineering firm to assist the DEVELOPER in obtaining at least two (2) responsive bids from responsible bidders qualified to do utility construction for the Phase of the Extension based on the Construction Plans. The DEVELOPER must obtain itemized bids displaying the bid price for each item listed in **Exhibit “C”** attached to and made a part of this Agreement by this reference (the “Standard Bid Forms and Pay Items”).

**2.3** The DEVELOPER must select the bid of the lowest responsible bidder and notify the COUNTY in writing of the bid selection by providing copies of the itemized bids.



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**2.4** The COUNTY will have fifteen (15) business days following receipt of notice from the DEVELOPER of the selected bid to review and notify the DEVELOPER of the COUNTY's acceptance of the selected bid, or if the bid is not accepted, the reasons for rejection of the selected bid. In the event the COUNTY does not accept the selected bid, the DEVELOPER will have one hundred twenty (120) days to address the rejection of the selected bid. In the event the Parties cannot agree on the selected bid within the 120-day period to cure, either the DEVELOPER or the COUNTY may terminate this Agreement upon notice of termination to the other Party, and neither Party will be liable for or be entitled to bring any action against the other for damages.

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

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

**2.7** The DEVELOPER must comply with Section 287.055, Florida Statutes, as may be amended from time to time, for the acquisition of professional services, as that term is defined in Section 287.055(2)(a), Florida Statutes. Prior to reimbursement for any authorized expense relating to the provision of professional services, the DEVELOPER must certify compliance with Section 287.055, Florida Statutes, in addition to satisfying the other relevant conditions of this Agreement.

### **SECTION 3. PERMITS.**

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

### **SECTION 4. COMMENCEMENT OF WORK.**

After the execution of this Agreement, issuance of all required permits, and the COUNTY's approval of the Construction Plans and selected bidder, and after the COUNTY's receipt of the required items as stated in this Agreement, the DEVELOPER will commence each Phase of the Extension based upon the Construction Plans and permits for the same.

**SECTION 5. PAYMENT OF COSTS.**

The DEVELOPER and the COUNTY agree to pay for the Extension as follows:

**5.1** Subject to the terms hereof, the DEVELOPER shall pay for the following costs:

- A. The design, engineering, surveying, geotechnical engineering, environmental work, permitting, and bidding for the Extension as described in “**Exhibit D**”, Scope of Services (collectively, the “Pre-Construction Cost”).
- B. The construction administration for the Extension, as described in “**Exhibit D**” (the “Construction Administration Cost”).
- C. The inspection, construction, maintenance guarantee, final testing, certification costs, and fees for the Extension (collectively, the “Construction Cost”).

**5.2** The COUNTY shall reimburse the DEVELOPER for the following costs:

- A. Pre-Construction Cost associated with Sunbridge Utilities Phase 1 in the amount of Thirty-Eight Thousand Six Hundred Eighty and 00/100 Dollars (\$38,680.00).
- B. Pre-Construction Cost associated with Sunbridge Utilities Phase 2 in the amount of One Hundred Thirty-Nine Thousand Six Hundred Ten and 00/100 Dollars (\$139,610.00).
- C. Construction Administration Cost associated with Sunbridge Utilities Phase 1 in the amount of Forty Thousand Five Hundred Seventy and 00/100 Dollars (\$40,570.00).
- D. Construction Administration Cost associated with Sunbridge Utilities Phase 2 in the amount of Forty Thousand Five Hundred Seventy and 00/100 Dollars (\$40,570.00).
- E. All actual and commercially reasonable total Construction Cost associated with the Extension in an amount not to exceed Three Million Nine Hundred Forty-Six Thousand and 00/100 Dollars (\$3,946,000.00).

**5.3** After issuance of all required permits, the COUNTY’s approval of the Construction Plans, and the occurrence of either: (a) commencement of work of Sunbridge Utilities Phase 1 pursuant to Section 4 of this Agreement, or (b) the date which is 365 days after the Effective Date if work has not commenced for the Sunbridge Utilities Phase 1 pursuant to Section 4 of this Agreement, the COUNTY will reimburse the DEVELOPER in one lump sum for the Pre-Construction Cost for Sunbridge Utilities Phase 1, which must be accompanied by documentation that the DEVELOPER has paid the Sunbridge Utilities Phase 1 Pre-Construction Cost for which the DEVELOPER is seeking reimbursement.



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**5.4** After issuance of all required permits, the COUNTY's approval of the Construction Plans, and the occurrence of either: (a) commencement of work of Sunbridge Utilities Phase 2 pursuant to Section 4 of this Agreement, or (b) the date which is 365 days after the Effective Date if work has not commenced for the Sunbridge Utilities Phase 2 pursuant to Section 4 of this Agreement, the COUNTY will reimburse the DEVELOPER in one lump sum for the Pre-Construction Cost for Sunbridge Utilities Phase 2, which must be accompanied by documentation that the DEVELOPER has paid the Sunbridge Utilities Phase 2 Pre-Construction Cost for which the DEVELOPER is seeking reimbursement and receipt by the COUNTY of any utility easement(s) in favor of the COUNTY required for Sunbridge Utilities Phase 2 as depicted in the Construction Plans.

**5.5** If the construction of Sunbridge Utilities Phase 1 is satisfactorily performed and acceptable to the COUNTY, the COUNTY will reimburse the DEVELOPER in one lump sum for the Construction Administration Cost and the actual and reasonable Construction Cost for Sunbridge Utilities Phase 1 as approved by the COUNTY after all of the following events have occurred:

- A. Receipt by the COUNTY of a written reimbursement request from the DEVELOPER. The request document must explicitly specify to whom the reimbursement check is made payable and the payee's address;
- B. Inspection, approval, and acceptance by the COUNTY of the completed Sunbridge Utilities Phase 1;
- C. Receipt by the COUNTY of the maintenance guarantee and bill of sale as described in Section 7 of this Agreement;
- D. Receipt by the COUNTY of copies of such contracts, final release of liens, itemized invoices and other documents evidencing the costs of and complete payment by the DEVELOPER for Sunbridge Utilities Phase 1 Construction Cost and Construction Administration Cost, including any retainage; and
- E. Receipt by the COUNTY of any utility easement(s) in favor of the COUNTY required for Sunbridge Utilities Phase 1 as depicted in the Construction Plans.

**5.6** If the construction of Sunbridge Utilities Phase 2 is satisfactorily performed and acceptable to the COUNTY, the COUNTY will reimburse the DEVELOPER in one lump sum for the Construction Administration Cost and the actual and reasonable Construction Cost for Sunbridge Utilities Phase 2 as approved by the COUNTY after all of the following events have occurred:

- A. Receipt by the COUNTY of a written reimbursement request from the DEVELOPER. The request document must explicitly specify to whom the reimbursement check is made payable and the payee's address;
- B. Inspection, approval, and acceptance by the COUNTY of the completed Sunbridge Utilities Phase 2 which shall not be unreasonably withheld, conditioned or delayed so long as such work was performed substantially



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consistent in all material respects with the Construction Plans as certified by DEVELOPER's project engineer;

- C. Receipt by the COUNTY of the maintenance guarantee and bill of sale as described in Section 7 of this Agreement;
- D. Receipt by the COUNTY of copies of such contracts, final release of liens, itemized invoices and other documents evidencing the costs of and complete payment by the DEVELOPER for Sunbridge Utilities Phase 2 Construction Cost and Construction Administration Cost, including any retainage; and
- E. Receipt by the COUNTY of any utility easement(s) in favor of the COUNTY required for Sunbridge Utilities Phase 2 as depicted in the Construction Plans.

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

## **SECTION 6. DISPUTES.**

All claims, disputes and other matters in question between the Parties arising out of, or relating to, this Agreement or its performance or breach (a "Dispute") shall be resolved in the following order: (a) good-faith negotiation for a period of twenty (20) days (the "Dispute Negotiation Period"), and then (b) mediation pursuant to the procedures outlined below, and then (c) judicial resolution. The process of "good-faith negotiation" requires each Party to set out in writing to the other its reason(s) for adopting a specific conclusion or for selecting a particular course of action, together with the sequence of subordinate facts leading to the conclusion or course of action. The good-faith negotiations shall include at least one meeting of representatives of the Parties. The Party-representative shall have authority to resolve the Dispute. If the Parties are unable to resolve their dispute within the Dispute Negotiation Period, then the COUNTY and the DEVELOPER shall, at the written request of either Party, require that the matter be reviewed by a senior level executive of each Party (in the case of the DEVELOPER, by a Vice President or higher, and in case of the COUNTY, by the Director of Utilities or designee). If these senior level executives are unable to resolve the matter within ten (10) days after the Dispute Negotiation Period (the "Senior Level Review Period"), then the COUNTY and the DEVELOPER will, at the written request of either Party, attempt to mediate their dispute for a period of thirty (30) days following the end of the Senior Level Review Period (the "Mediation Period"), using a third party mediator who is neutral and independent of the parties to this Agreement (the "Mediator"), with such Mediator to be jointly selected by the COUNTY and the DEVELOPER within seven (7) days after the end of the Senior Level Review Period. If the Parties cannot agree on the Mediator within such time period, then within five (5) days thereafter, each Party will select an independent mediator, and those two mediators shall (within five (5) days) select the Mediator. Such mediation shall be conducted in Orange County, Florida. No information exchanged in such mediation may be discoverable or admissible in any litigation involving the Parties.

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

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

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

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

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



## **SECTION 8. INDEMNIFICATION.**

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

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

## **SECTION 9. INSURANCE.**

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

- (i) Workers' compensation insurance with statutory workers' compensation limits and no less than One Million and 00/100 Dollars (\$1,000,000.00) for Employer's Liability with a waiver of subrogation in favor of the COUNTY, its consultants, agents, employees and officials.
- (ii) Commercial general liability insurance for all operations including, but not limited to contractual, products and completed operations and personal injury with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and an aggregate limit of at least twice the per occurrence limit.
- (iii) Business automobile liability insurance for all owned, hired, or non-owned vehicles with limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence.
- (iv) Professional Liability (errors and omissions) for engineering design in amounts not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence.

The DEVELOPER shall be responsible for ensuring that each of its contractors and subcontractors of every tier procure and maintain the insurance specified above and shall furnish

to the COUNTY evidence of such insurance including endorsements prior to commencement of construction. The COUNTY shall be specifically named (scheduled) as an additional insured on all policies except for workers' compensation coverage.

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

**SECTION 10. EXCUSE FROM PERFORMANCE BY GOVERNMENTAL ACTS.**

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

**SECTION 11. TERM; LIMITATION OF LIABILITY.**

**11.1** The term of this Agreement is seven (7) years from the Effective Date. In the event the DEVELOPER has not, by the second anniversary of the Effective Date of this Agreement, let a contract for the construction of the Extension reasonably acceptable to COUNTY, the COUNTY may terminate this Agreement upon thirty (30) days' notice to the DEVELOPER.

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

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

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



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**SECTION 12. COMPLIANCE WITH LAWS AND REGULATION.**

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

**SECTION 13. NOTICE.**

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

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

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

**If to DEVELOPER:** Tavistock East Holdings, LLC  
6900 Tavistock Lakes Boulevard, Suite 200  
Orlando, Florida 32827-7099  
Attention: James L. Zboril, President

With copy to: Tavistock East Holdings, LLC  
6900 Tavistock Lakes Boulevard, Suite 200  
Orlando, Florida 32827-7099  
Attention: Michelle R. Rencoret, General Counsel

With copy to: Holland & Knight  
200 South Orange Avenue, Suite 2600  
Orlando, Florida 32801-3461  
Attention: Sara W. Bernard

**SECTION 14. ENTIRE AGREEMENT.**

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



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

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

**SECTION 16. NON-WAIVER.**

No consent or waiver, expressed or implied, by either Party, to or of any breach or default of the other Party, with regard to the performance by said other Party of its obligations under this Agreement shall be deemed or construed to constitute consent or waiver, to or of, any other breach or default in the performance of that Party, of the same or of any other objection of performance incumbent upon that Party. Failure on the part of either Party to complain of any act or failure to act on the part of the other Party in default, irrespective of how long the failure continues, will not constitute a waiver by that Party of its rights and any remedies that exist under this Agreement, at law, or in equity.

**SECTION 17. CONSTRUCTION OF AGREEMENT.**

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

**SECTION 18. REASONABLE APPROVAL.**

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

**SECTION 19. PUBLIC RECORDS.**

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

**SECTION 20. RECORDS AND AUDITS.**

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

A handwritten signature in black ink, followed by the date "06/11/19" written below it.

**SECTION 21. EQUAL OPPORTUNITY EMPLOYMENT.**

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

**SECTION 22. SEVERABILITY.**

If any part of this Agreement is found invalid or unenforceable by any court, such validity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained therein are not materially prejudiced and if the intentions of the Parties can continue to be effectuated. To that end, this Agreement is declared severable.

**SECTION 23. ASSIGNMENT.**

The rights and obligations of the DEVELOPER hereunder are not covenants running with the land and shall only be binding upon and exercisable by the DEVELOPER (and not any successor in title to any portion of the Property), unless this Agreement is expressly assigned by the DEVELOPER as provided in this Section 23. This Agreement or any of the rights, obligations and responsibilities hereunder, shall be in no part assignable by the DEVELOPER without the consent or approval of such assignment by the COUNTY, provided that the COUNTY's approval will not be unreasonably withheld so long as the successor to the DEVELOPER is of equal or better economic status and is capable of fulfilling all obligations of the DEVELOPER, including but not limited to, the ability to service and maintain the insurance and indemnification obligations of the DEVELOPER. Only upon the written acceptance by the COUNTY of the successor owner, will the DEVELOPER be released from any obligations and responsibilities arising under or attributable to the Agreement and only where the COUNTY has received notice of and accepted work performed by the said successor owner.

**SECTION 24. DISCLAIMER OF THIRD PARTY BENEFICIARIES.**

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

**SECTION 25. GOVERNING LAW AND VENUE.**

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

**SECTION 26. LAND USE AND OTHER REGULATORY APPROVALS.**

This Agreement shall not be construed as granting or assuring or indicating any further grant of any land use, zoning, subdivision, density or development approvals, permissions or rights with respect to the Project. Nor shall this Agreement be deemed to reduce, eliminate, derogate from, or otherwise adversely affect any such approvals, permissions, or rights.

**SECTION 27. NON-APPROPRIATION.**

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

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

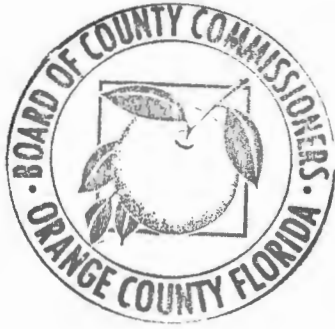
Nothing in this Agreement is intended to create a partnership or joint venture between the Parties and neither Party shall be construed to be the partner or joint venturer of the other Party for any purpose.

**SECTION 29. FURTHER DOCUMENTATION.**

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

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]



**ORANGE COUNTY, FLORIDA**

By: Board of County Commissioners

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

Date: 6 Aug 19

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

By: *Katie Smith*  
Deputy Clerk

Print: **Katie Smith**

**TAVISTOCK EAST HOLDINGS, LLC,**  
a Florida limited liability company

WITNESSES:

By: \_\_\_\_\_

Name: James L. Zboril

Title: President

Date: 6/27/19

\_\_\_\_\_  
*Day Young*

Print Name: Day Young

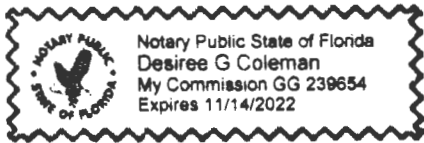
\_\_\_\_\_  
*Troy E. Davidson*

Print Name: Troy E. Davidson

**STATE OF FLORIDA**  
**COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of June, 2019, by James L. Zboril, as President of **TAVISTOCK EAST HOLDINGS, LLC**, a Florida limited liability company, who [  ] is personally known to me or [  ] has produced N/A as identification, on behalf of said Florida limited liability company.

(NOTARY SEAL)



\_\_\_\_\_  
*Desiree G. Coleman*  
Notary Public Signature

Desiree G. Coleman  
(Name typed, printed or stamped)  
Notary Public, State of Florida  
Commission No.: GG 239654  
My Commission Expires: 11-14-2022

*[Signature]*  
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## EXHIBIT A

**SUNBRIDGE (Orange County)**  
**(ICP, Camino Reale "110' Strip, and IWE (West of CPA Line) Less all CFX ROW)**  
**CEA Agreement, APF Agreement, TRG List, CPA Application,**  
**Reg. Plan Application and the RAC Application**  
**(Prepared by DWMA)**  
**September 10, 2016**

### DESCRIPTION:

#### PARCEL A:

That portion of Section 1, Township 24 South, Range 31 East, and a portion of Section 6, Township 24 South, Range 32 East, Orange County, Florida, more particularly described as follows:

Commence at the Northwest corner of Section 6, Township 24 South, Range 32 East; thence run North 89 degrees 57 minutes 33 seconds East along the North line of said Section 6, a distance of 300.00 feet to the point of intersection with the East line of an O.U.C. Railroad Right of Way Easement as recorded in Official Records Book 3307, Page 2154 (Official Records Book 3590, Page 355), Public Records of Orange County, Florida; thence run South 00 degrees 02 minutes 17 seconds West along the East line of said O.U.C. Railroad Right of Way Easement a distance of 1203.04 feet to the POINT OF BEGINNING; thence departing said Right of Way Easement line run South 16 degrees 05 minutes 22 seconds East, a distance of 1530.10 feet; thence run South 00 degrees 02 minutes 17 seconds West a distance of 1309.07 feet to the point of intersection with the centerline of Wewahootee Road; thence run South 89 degrees 39 minutes 56 seconds West along said centerline of Wewahootee Road a distance of 2867.66 feet to the point of intersection with the Easterly line of the aforementioned O.U.C. Railroad Right of Way as recorded in Official Records Book 3307, Page 2154 (Official Records Book 3590, Page 355); thence run North 41 degrees 09 minutes 44 seconds East along the Easterly line of said O.U.C. Railroad Right of Way a distance of 3673.80 feet to the POINT OF BEGINNING.

Together with easement rights for the benefit of Parcel A:

Master Drainage System Easement recorded May 5, 1987 in Official Records Book 3884, Page 433, Public Records of Orange County, Florida.

#### PARCEL B

**(CONSISTING OF NORTHWEST PARCEL, NORTHEAST PARCEL, CENTER PARCEL, SOUTHEAST PARCEL, SOUTHWEST PARCEL AND TRACT 8 PARCEL)**

#### NORTHWEST PARCEL:

A parcel of land located in Section 25, Township 23 South, Range 31 East, Orange County, Florida. Said parcel being more particularly described as follows:

Commence at Southeast corner of said Section 25; thence North 00° 02' 15" West, 315.07 feet to the Point of Beginning, said point being on the Northerly right of way line of State Road 528 (Bee Line Expressway) as shown on an Orlando - Orange County Expressway Authority Right of Way Map, Section 1.1 - 1.2, 75002 - 3501; thence the following courses and distances along said Northerly right of way line, South 78° 27' 52" West, 1320.50 feet; thence North 89° 33' 17" West, 1263.28 feet; thence South 89° 45' 47" West,

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2878.58 feet to a point on the West line of said Section 25; thence leaving said Northerly right of way line, run North 00° 14' 09" East along said West line 2600.49 feet to the West 1/4 corner of said Section 25; thence continue along said West line, North 00° 16' 31" East, 2654.65 feet to the Northwest corner of said Section 25; thence leaving said West line, run North 89° 52' 15" East along the North line of said Section 25 a distance of 2656.50 feet to the North 1/4 corner of said Section 25; thence continue along said North line, North 89° 54' 29" East, 2750.01 feet to the Northeast corner of said Section 25; thence leaving said North line, run South 00° 05' 21" East along the East line of said Section 25 a distance of 2656.64 feet to the East 1/4 corner of said Section 25; thence continue along said East line, South 00° 02' 15" East, 2342.69 feet to the Point of Beginning.

LESS AND EXCEPT A, B, C AND D AS SET FORTH BELOW:

A) ALAFAYA TRAIL EXTENSION (Official Records Book 8893, Page 1974)

All of that part of the Northwest 1/4 and the Southwest 1/4 of Section 25, Township 23 South, Range 31 East, Orange County, Florida lying within 60.00 feet left and right of the following described centerline:

Commence at the Northwest corner of the Northwest 1/4 of Section 25, Township 23 South, Range 31 East, Orange County, Florida; thence run S. 00° 17' 00" W. along the West line of the Northwest 1/4 of said Section 25 a distance of 263.92 feet for a Point of Beginning; thence departing said West line run S. 74° 33' 39" E. for a distance of 622.97 feet to the point of curvature of a curve concave Southwesterly having a radius of 1206.23 feet; thence run Southeasterly along the arc of said curve through a central angle of 74° 33' 39" a distance of 1569.70 feet to the point of tangency; thence run S. 00° 00' 00" E. tangent to said curve a distance of 703.56 feet to the point of curvature of a curve concave Northeasterly having a radius of 1206.23 feet; thence run Southeasterly along the arc of said curve through a central angle of 44° 30' 10" a distance of 936.90 feet to the point of tangency; thence run S. 44° 30' 10" E. tangent to said curve a distance of 255.00 feet to the point of curvature of a curve concave Southwesterly having a radius of 1206.23 feet; thence run Southeasterly along the arc of said curve through a central angle of 44° 14' 56" a distance of 931.56 feet to the point of tangency; thence run S. 00° 15' 14" E. a distance of 144.58 feet to the end of said centerline. The right of way lines left and right of the above described centerline are intended to extend or shorten as necessary to terminate at the West line of the Northwest 1/4 of said Section 25.

B) That part of PARCEL 900 WATER RETENTION AREA POND NO. 1 (Official Records Book 8893, Page 1974) lying North of the Easterly prolongation of the South Right-of-way line of Parcel 1001A of Monument Parkway as described in Official Records Book 10042, Page 7271, Public Records of Orange County, Florida.

C) Lands conveyed to Orange County by General Warranty Deed recorded May 11, 2010 in Official Records Book 10042, Page 7271, Public Records of Orange County, Florida. (Monument Parkway)

D) Lands conveyed to the Central Florida Expressway Authority by Special Warranty Deed, recorded April 27, 2016 in Document #20160212591, Public Records of Orange County, Florida.

#### **NORTHEAST PARCEL:**

Tracts B, C and E, International Corporate Park, Phase One - Unit I, as recorded in Plat Book 23, Pages 38 through 41, of the Public Records of Orange County, Florida; Together with an un-platted portion of Section 31, Township 23 South, Range 32 East, Orange County, Florida. Said parcel being more particularly described as follows:

Commence at the Northwest corner of said Section 31; thence North 89° 50' 52" East along the North line of said Section 31 a distance of 1759.72 feet; thence leaving said North line, run South 00° 09' 08" East, 277.78 feet to the Point of Beginning, being a point on the Southerly right of way line of State Road 528

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(Bee Line Expressway) as shown on an Orlando - Orange County Expressway Authority Right of Way Map, Section 1.1 - 1.2, 75002 - 3501; thence South 89° 33' 17" East along said Southerly right of way line 3191.50 feet; thence South 77° 36' 38" East along said Southerly right of way line 379.91 feet to a point on the East line of said Section 31; thence leaving said Southerly right of way line, run South 00° 09' 42" West along said East line 2180.32 feet to a point on the Northerly right of way line of Aerospace Parkway as shown on said plat of International Corporate Park, Phase One - Unit I; thence the following courses and distances along said Northerly right of way line, also being a point on a non-tangent curve concave Southerly, having a radius of 1347.24 feet, a central angle of 36° 56' 23" and a chord of 853.63 feet that bears North 86° 30' 03" West; thence leaving said East line, run along the arc of said curve a distance of 868.59 feet to the point of compound curvature of a curve to the left, having a radius of 1070.69 feet and a central angle of 2° 10' 46"; thence along the arc of said curve a distance of 40.73 feet to the point of reverse curvature of a curve to the right, having a radius of 50.00 feet and a central angle of 84° 25' 07"; thence along the arc of said curve a distance of 73.67 feet to the point of tangency; thence North 22° 43' 54" West, 22.15 feet; thence South 67° 16' 06" West, 118.00 feet; thence South 22° 43' 54" East, 22.15 feet to the point of curvature of a curve to the right, having a radius of 50.00 feet and a central angle of 84° 25' 07"; thence along the arc of said curve a distance of 73.67 feet to the point of reverse curvature of a curve to the left, having a radius of 1070.69 feet and a central angle of 6° 14' 50"; thence along the arc of said curve a distance of 116.74 feet to the point of reverse curvature of a curve to the right, having a radius of 3000.00 feet and a central angle of 6° 16' 38"; thence along the arc of said curve a distance of 328.67 feet to the point of compound curvature of a curve to the right, having a radius of 3771.72 feet and a central angle of 10° 25' 58"; thence along the arc of said curve a distance of 686.78 feet to the point of tangency; thence South 72° 08' 58" West, 153.55 feet to the point of curvature of a curve to the right, having a radius of 759.00 feet and a central angle of 9° 59' 11"; thence along the arc of said curve a distance of 132.29 feet to the point of tangency; thence South 82° 08' 09" West, 125.46 feet to the point of curvature of a curve to the left, having a radius of 841.00 feet and a central angle of 19° 58' 23"; thence along the arc of said curve a distance of 293.17 feet to the point of tangency; thence South 62° 09' 46" West, 125.47 feet to the point of curvature of a curve to the right, having a radius of 759.00 feet and a central angle of 9° 59' 11"; thence along the arc of said curve a distance of 132.29 feet to the point of tangency; thence South 72° 08' 58" West, 263.87 feet to the point of curvature of a curve to the right, having a radius of 3771.72 feet and a central angle of 13° 02' 44"; thence along the arc of said curve a distance of 858.77 feet to a point on the East boundary line of International Corporate Park Parcel 10, as recorded in Plat Book 67, Pages 56 through 58, of the Public Records of Orange County, Florida; thence leaving said curve and Northerly right of way line, run the following courses and distances along said East boundary line, North 21° 32' 39" East, 1243.02 feet; thence North 02° 04' 41" East, 1563.62 feet; thence North 50° 48' 16" East, 212.12 feet; thence North 29° 05' 08" West, 267.49 feet; thence North 01° 45' 25" West, 282.79 feet to the Point of Beginning.

LESS AND EXCEPT A, B, AND C AS SET FORTH BELOW:

A) LOT 17B (Official Records Book 8863, Page 3058) A parcel of land located in Section 31, Township 23 South, Range 32 East, Orange County, Florida. Said parcel being more particularly described as follows:

Begin at the Southeast corner of Tract B, per the plat of International Corporate Park Phase One - Unit I, as recorded in Plat Book 23, Pages 38 through 41 of the Public Records of Orange County, Florida, said point also being a point on the Northerly right of way line of Aerospace Parkway per said plat; thence North 29° 27' 50" West along the Easterly line of said Tract B a distance of 71.13 feet; thence leaving said Easterly line, run North 46° 52' 12" East, 94.06 feet; thence North 03° 15' 47" West, 95.34 feet; thence North 29° 18' 31" West, 96.26 feet; thence North 03° 27' 06" East, 14.24 feet; thence North 60° 09' 14" East, 387.28 feet; thence South 29° 44' 05" East, 35.23 feet; thence South 82° 38' 26" East, 93.95 feet; thence North 85° 31' 12" East, 60.47 feet; thence South 89° 21' 05" East, 271.59 feet; thence North 76° 59' 12" East, 36.24 feet; thence South 40° 50' 55" East, 30.90 feet; thence South 62° 10' 43" East, 48.20 feet; thence South 68° 26' 08" East, 43.11 feet; thence South 48° 44' 34" East, 62.59 feet; thence South 60° 51' 00" East, 59.07 feet to a point on said Northerly right of way line of Aerospace Parkway; thence the following

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courses and distances along said Northerly right of way line of Aerospace Parkway, said point also being a point on a non-tangent curve concave Southeasterly, having a radius of 841.00 feet, a central angle of 19° 58' 23" and a chord of 291.69 feet that bears South 72° 08' 58" West; thence along the arc of said curve a distance of 293.17 feet to the point of tangency; thence South 62° 09' 46" West, 125.47 feet to the point of curvature of a curve to the right, having a radius of 759.00 feet and a central angle of 9° 59' 11"; thence along the arc of said curve a distance of 132.29 feet to the point of tangency; thence South 72° 08' 58" West, 263.87 feet to the point of curvature of a curve to the right, having a radius of 3771.72 feet and a central angle of 3° 43' 34"; thence along the arc of said curve a distance of 245.29 feet to the Point of Beginning.

B) Tract C, International Corporate Park Phase One - Unit I, as recorded in Plat Book 23, Pages 38 through 41 of the Public Records of Orange County, Florida.

C) Central Florida Expressway Authority Parcel 2 as described in Official Records Book 11029, Page 6496 of the Public Records of Orange County, Florida.

#### **CENTER PARCEL:**

A parcel of land located in the Southwest quarter of Section 31, Township 23 South, Range 32 East, Orange County, Florida. Said parcel being more particularly described as follows:

Commence at the Southwest corner of said Section 31; thence North 89° 57' 33" East along the South line of the Southwest 1/4 of said Section 31, a distance of 400.00 feet to the Point of Beginning, said point being on the East right of way line of a 400.00' Orlando Utilities Commission railroad right of way, as recorded in Official Records Book 3435, Page 2304 of the Public Records of Orange County, Florida; thence North 00° 04' 18" West, along said East right of way 1827.01 feet to the Southerly right of way line of Aerospace Parkway, per the plat of International Corporate Park Phase One - Unit I, as recorded in Plat Book 23, Pages 38 through 41 of the Public Records of Orange County, Florida; thence leaving said East right of way line, run the following courses and distances along said Southerly right of way line, North 89° 57' 30" East, 501.51 feet to the point of curvature of a curve to the left, having a radius of 3867.72 feet and a central angle of 17° 48' 33"; thence along the arc of said curve a distance of 1202.20 feet to the point of tangency; thence North 72° 08' 58" East, 149.25 feet to the Westerly boundary line of Lot 1, per said International Corporate Park Phase One - Unit I; thence leaving said Southerly right of way line, run the following courses and distances along said Westerly boundary line, South 23° 53' 08" West, 1160.22 feet; thence South 00° 08' 58" East, 997.50 feet to said South line of the Southwest 1/4 of Section 31; thence leaving said Westerly boundary line, run South 89° 57' 33" West along said South line, 1356.91 feet to the Point of Beginning.

#### **LESS AND EXCEPT:**

LOT 11 (Official Records Book 8863, Page 3384)

A parcel of land located in Section 31, Township 23 South, Range 32 East, Orange County, Florida. Said parcel being more particularly described as follows:

Begin at the intersection of the Southerly right of way line of Aerospace Parkway according to the Plat of International Corporate Park Phase One - Unit I, as recorded in Plat Book 23, Pages 38 through 41 of the Public Records of Orange County, Florida and the East right of way line of a 400.00 foot wide Orlando Utilities Commission railroad right of way per Official Records Book 3435, Page 2304 of the Public Records of Orange County, Florida; thence run North 89° 57' 30" East, along said Southerly right of way line 501.63 feet to the point of curvature of a curve to the left, having a radius of 3867.72 feet and a central angle of 0° 29' 04"; thence along the arc of said curve and Southerly right of way line a distance of 32.70 feet; thence leaving said curve and Southerly right of way line, run the following courses and distances along

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the wetland line as flagged by Glatting Jackson Kercher Anglin Lopez Rinehart, Inc. and field location by Vanasse Hangen Brustlin, Inc., South 31° 02' 45" West, 41.15 feet; thence South 45° 31' 39" West, 38.41 feet; thence South 24° 39' 04" West, 26.59 feet; thence South 85° 33' 10" West, 60.83 feet; thence South 20° 19' 12" West, 38.84 feet; thence South 82° 00' 51" West, 41.68 feet; thence South 20° 38' 33" East, 49.51 feet; thence South 20° 29' 01" East, 34.88 feet; thence South 32° 23' 04" East, 36.10 feet; thence South 64° 36' 19" West, 55.63 feet; thence North 77° 20' 10" West, 37.93 feet; thence South 48° 51' 17" West, 69.83 feet; thence South 46° 54' 16" West, 37.00 feet; thence North 45° 21' 47" West, 65.33 feet; thence South 48° 06' 38" West, 20.87 feet; thence North 84° 09' 20" West, 22.19 feet; thence South 64° 15' 23" West, 26.32 feet; thence North 08° 00' 36" East, 41.67 feet; thence South 34° 05' 24" East, 21.88 feet; thence North 71° 04' 51" East, 25.11 feet; thence North 00° 40' 18" East, 34.32 feet; thence North 87° 06' 41" West, 31.97 feet; thence South 55° 25' 44" West, 28.10 feet; thence South 66° 42' 19" West, 47.39 feet; thence South 74° 06' 57" West, 79.87 feet to a point on the aforesaid East right of way line of a 400.00 foot wide Orlando Utilities Commission railroad right of way; thence leaving said Wetland line, run North 00° 03' 46" West, along said East right of way line 295.53 feet to the Point of Beginning.

#### **SOUTHEAST PARCEL:**

A parcel of land located in Section 6, Township 24 South, Range 32 East, Orange County, Florida. Said parcel being more particularly described as follows:

Begin at the Northeast corner of said Section 6; thence South 00° 32' 57" East along the East line of said Section 6, a distance of 2654.81 feet to the East 1/4 corner of said Section 6; thence continue along said East line, South 00° 35' 47" East, 1311.44 feet to the centerline of Wewahootee Road; thence leaving said East line, run South 89° 39' 56" West, along said centerline of Wewahootee Road, 3324.79 feet to the East Boundary line of Correct Craft, Inc. as recorded in the Special Warranty Deed, Official Records Book 6091, Page 2523 of the Public Records of Orange County, Florida, and the East line of LOT 1, CORRECT CRAFT, as recorded in Plat Book 68, Pages 61 through 63, of said Public Records; thence leaving said centerline of Wewahootee Road, run North 00° 02' 17" East along said East boundary line and East line of said LOT 1, 3975.92 feet to the North line of said Section 6, thence leaving said East Boundary line, run North 89° 57' 33" East along said North line 636.81 feet to the North 1/4 corner of said Section 6; thence continue along the North line of said Section 6, North 89° 48' 12" East, 2646.20 feet to the Point of Beginning.

#### **SOUTHWEST PARCEL:**

Lot 2, Lot 3, Lot 4, Lot 5, Lot 6, Tract F, Tract G, Tract H, Tract I, and Tract J, International Corporate Park Phase One - Unit I, as recorded in Plat Book 23, Pages 38 through 41, of the Public Records of Orange County, Florida, together with additional land located in Section 1, Township 24 South, Range 31 East and Section 36, Township 23 South, Range 31 East Orange County, Florida. Said parcel being more particularly described as follows:

Commence at the Northeast corner of said Section 36, said point also being on the West right of way line of a 400.00 feet Orlando Utilities Commission Railroad right of way, as recorded in the Official Records Book 3435, Page 2304, of the Public Records of Orange County, Florida; thence the following courses and distances along said West right of way line and the East line of said Section 36, run South 00° 07' 13" East, 533.10 feet to the Point of Beginning; also being a point on the Southerly right of way line of State Road 528 (Bee Line Expressway) as shown on an Orlando - Orange County Expressway Authority Right of Way Map, Section 1.1 - 1.2, 75002 - 3501; thence continue along said West right of way line and East line, South 00° 07' 13" East, 2123.46 feet to the East 1/4 corner of said Section 36; thence continue along said West right of way line and East line, South 00° 04' 18" East, 2922.70 feet to the Southeast corner of said Section 36; thence leaving said East line of Section 36 and the West right of way line, run the following courses and distances along the East line of said Section 1 and the West right of way line of a 300.00 feet Orlando Utilities Commission Railroad right of way, as recorded in the Official Records Book 3590, Page

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355, of the Public Records of Orange County, Florida, South 00° 02' 07" West, 343.69 feet to the point of curvature of a curve to the right, having a radius of 1990.00 feet and a central angle of 41° 06' 13"; thence leaving said East line of Section 1, run along the arc of said curve and West right of way line a distance of 1427.61 feet to the point of tangency; thence South 41° 13' 36" West, 3123.90 feet to the centerline of Wewahootee Road, as recorded in the Official Records Book 5761, Pages 3567-3602, of the Public Records of Orange County, Florida; thence leaving said West right of way line, run the following courses and distances along said centerline, South 89° 39' 56" West, 21.10 feet to the point of curvature of a curve to the left, having a radius of 400.00 feet and a central angle of 44° 01' 33"; thence along the arc of said curve a distance of 307.36 feet to the point of tangency; thence South 45° 38' 23" West, 1557.46 feet to the point of curvature of a curve to the right, having a radius of 400.00 feet, a central angle of 38° 11' 16"; thence along the arc of said curve a distance of 266.60 feet to a point on the South line of said Section 1; thence leaving said centerline of Wewahootee Road, run North 89° 50' 55" West along said South line 1199.62 feet to the Southwest corner of said Section 1; thence leaving said South line, run North 01° 53' 15" West along the West line of said Section 1 a distance of 2660.90 feet to the West 1/4 corner of said Section 1; thence continue along said West line, North 00° 46' 04" East, 2646.14 feet to the Northwest corner of said Section 1; thence North 88° 06' 44" West along the South line of said Section 36 a distance of 10.78 feet to the Southwest corner of said Section 36; thence North 00° 09' 05" East along the West line of said Section 36 a distance of 2923.13 feet to the West 1/4 corner of said Section 36; thence continue along said West line, North 00° 10' 56" East, 2412.09 feet to said Southerly right of way line of State Road 528 (Bee Line Expressway); thence leaving said West line of Section 36, run the following courses and distances along said Southerly right of way, North 89° 45' 47" East, 2879.03 feet; thence South 89° 33' 17" East, 1261.51 feet; thence South 77° 38' 56" East, 1328.23 feet to the Point of Beginning.

LESS AND EXCEPT A, B, C, D, E, AND F AS SET FORTH BELOW:

A) Limited Access Right of Way (Official Records Book 4282, Page 3520)

Commence at the Southeast corner of the Northeast 1/4 of Section 36, Township 23 South, Range 31 East, Orange County, Florida; thence N00°07'13"W along the East line of said Northeast 1/4, 1047.59 feet to the POINT OF BEGINNING, said point of beginning of a line of limited access and a point on a curve concave Northerly and having a radius of 482.42 feet; thence departing said East line on a chord bearing of N69°04'46"W run Northwesterly along the arc of said curve, through a central angle of 16°47'58", 141.45 feet; thence S79°13'57"W, 27.35 feet to the end of the line of limited access; thence continue S79°13'57"W, 50.29 feet to a point on the Southeasterly right-of-way line of I.C.P. Boulevard, also being a point on a curve concave Northerly and having a radius of 811.94 feet; thence on a chord bearing of N29°19'13"E run Northeasterly along the arc of said curve through a central angle of 14°08'57", 200.51 feet to the beginning of a line of limited access; thence S20°35'32"E, 77.64 to a point on a curve concave Northerly and having a radius of 382.42 feet; thence on a chord bearing of S67°23'14"E run Southeasterly along the arc of said curve, through a central angle of 13°24'54", 89.54 feet to a point on the aforesaid East line of the NE 1/4 of Section 36 and the end of the line of limited access; thence S00°07'13"E, along said East line, 103.17 feet to the POINT OF BEGINNING.

B) Pump Station (Official Records Book 5543, Page 2698)

A portion of the NE 1/4 of Section 36, Township 23 South, Range 31 East, Orange County, Florida, being a portion of the land described in a Special Warranty Deed recorded February 5, 1988 in Official Records Book 3955, Pages 3115 through 3131, of the Public Records of Orange County, Florida;

Being more particularly described as follows: BEGIN at the Southeast corner of Tract "J", INTERNATIONAL CORPORATE PARK, PHASE ONE-UNIT I, according to the plat thereof recorded in Plat Book 23, Pages 38 through 41, of the Public Records of Orange County, Florida, thence run S00°07'13"E along the East line of the Northeast quarter of said Section 36, (said East line also being the West line of a 400' wide Orlando Utilities Commission railroad right-of-way per Official Records Book 3435, Page 2304, Public Records of Orange County, Florida), for a distance of 105.12 feet; thence, leaving said East line of said Northeast quarter and said West O.U.C. (Orlando Utilities Commission) right-of-way line, run

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C. L. IN

S89°52'47"W, (non-radial), a distance of 131.63 feet to a point on a curve concave Northwesterly having a radius of 811.94 feet, said point also being on the Easterly right-of-way line of I.C.P. Boulevard, as shown on aforesaid Plat Book 23, Pages 38 through 41; thence run Northeasterly along the arc of said curve and along said Easterly right-of-way line for a distance of 94.04 feet through a central angle of 06°38'11", said curve having a chord length of 93.99 feet bearing N22°43'15"E, to the Southwest corner of aforesaid Tract "J", of said Plat Book 23, Pages 38 through 41; thence, leaving aforesaid curve and aforesaid Easterly right-of-way line of I.C.P. Boulevard, run along the South boundary of said Tract "J" for the following four (4) courses: run S70°35'50"E (radial), 19.81 feet; thence N89°52'47"E, 56.48 feet; thence N00°07'13"W, 25.12 feet; thence run N89°52'47"E, 20.00 feet to the POINT OF BEGINNING.

C) Retention/Detention Pond Area (Official Records Book 4282, Page 3520)

Commence at the Southeast corner of the Northeast 1/4 of Section 36, Township 23 South, Range 31 East, Orange County, Florida; thence N00°07'13"W along the East line of said Northeast 1/4, 677.59 feet to the POINT OF BEGINNING; Continue N00°07'13"W, 370.00 feet to a point on the Southerly right-of-way line of the Bee Line Expressway (S.R. 528) access road and being a point on a curve concave Northerly and having a radius of 482.42 feet; thence departing said East line on a chord bearing of N69°04'46"W run Northwesterly along the arc of said curve, through a central angle of 16°47'58", 141.45 feet; thence S79°13'57"W, 27.35 feet to a line of limited access and a point on a curve concave Northwesterly having a radius of 846.94 feet; thence on a chord bearing of S41°15'40"W run Southwesterly along the arc of said curve through a central angle of 14°43'36", 217.69 feet to the end of said line of limited access; thence S38°45'10"E, 323.44 feet; thence N89°52'47"E, 100.00 feet to the POINT OF BEGINNING.

D) That part of Aerospace Parkway and International Corporate Park Boulevard per said plat of International Corporate Park Phase One - Unit I, a public right of way lying in Section 36.

E) Tract J, International Corporate Park Phase One - Unit I, as recorded in Plat Book 23, Pages 38 through 41 of the Public Records of Orange County, Florida.

F) Central Florida Expressway Authority Parcel 1 as described in Official Records Book 11029, Page 6496 of the Public Records of Orange County, Florida.

**TRACT 8 PARCEL:**

TRACT 8, INTERNATIONAL CORPORATE PARK - PARCEL 10, as recorded in Plat Book 67, Pages 56 through 58, of the Public Records of Orange County, Florida.

**TOGETHER WITH EASEMENT RIGHTS 1 THROUGH 13 FOR THE BENEFIT OF PARCEL B:**

1. Reservations and Easements set forth in Warranty Deed recorded October 6, 1983 in Official Records Book 3427, Page 1809; and First Amendment recorded September 18, 1992 in Book 4462, Page 4935, Public Records of Orange County, Florida (Offsite);

2. Master Drainage System Easement recorded May 5, 1987 in Official Records Book 3884, Page 433, Public Records of Orange County, Florida;

3. Right of Way Agreement recorded June 24, 1987 in Official Records Book 3897, Page 4993; and as amended by First Amendment to Right of Way Agreement recorded August 20, 1991 in Official Records Book 4317, Page 4727, Public Records of Orange County, Florida;

4. Underground Utility and Drainage Easement recorded October 19, 1987 in Official Records Book 3929, Page 1912, Public Records of Orange County, Florida;

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5. Underground Utility Easement recorded October 19, 1987 in Official Records Book 3929, Page 1923, Public Records of Orange County, Florida;
6. Easement recorded October 26, 1987 in Official Records Book 3931, Page 179, Public Records of Orange County, Florida (Offsite);
7. Department of Corrections Temporary Construction Easement recorded October 26, 1987 in Official Records Book 3931, Page 186, Public Records of Orange County, Florida (Offsite);
8. Right of Way Agreement recorded December 30, 1987 in Official Records Book 3946, Page 3172, Public Records of Orange County, Florida;
9. Temporary Construction Easement Agreement recorded December 30, 1987 in Official Records Book 3946, Page 3186, Public Records of Orange County, Florida;
10. Easement Agreement recorded May 28, 1999 in Official Records Book 5761, Page 3567, Public Records of Orange County, Florida;
11. Rights and easements set forth in Special Warranty Deed recorded September 20, 2000 in Official Records Book 6091, Page 2513, Public Records of Orange County, Florida;
12. Rights and easements set forth in Special Warranty Deed recorded September 20, 2000 in Official Records Book 6091, Page 2523, Public Records of Orange County, Florida; and
13. Easement Agreement recorded July 19, 2001 in Official Records Book 6305, Page 5872, Public Records of Orange County, Florida.

**PARCEL C:**

A TRACT OF LAND, BEING A PORTION OF LOT 1, INTERNATIONAL CORPORATE PARK PHASE ONE - UNIT I, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 23, PAGES 38 THROUGH 41, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 1 FOR A POINT OF REFERENCE; THENCE RUN SOUTH 89°48'23" WEST, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 1145.89 FEET; THENCE RUN NORTH 00°11'48" WEST, 639.97 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 1150.00 FEET, A CENTRAL ANGLE OF 21°11'40", AN ARC LENGTH OF 425.40 FEET, A CHORD LENGTH OF 422.98 FEET AND A CHORD BEARING OF NORTH 10°47'38" WEST TO THE POINT OF TANGENCY; THENCE RUN NORTH 21°23'28" WEST, 24.06 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 68°36'32" WEST, 30.00 FEET; THENCE RUN SOUTH 29°50'29" WEST, 32.92 FEET; THENCE RUN SOUTH 89°50'29" WEST, 1015.88 FEET; THENCE RUN NORTH 01°52'18" EAST, 425.48 FEET; THENCE RUN NORTH 88°07'35" WEST, 232.71 FEET; THENCE RUN SOUTH 00°22'18" EAST, 64.23 FEET; THENCE RUN SOUTH 16°02'55" WEST, 153.31 FEET; THENCE RUN SOUTH 60°51'00" WEST, 93.12 FEET; THENCE RUN SOUTH 63°16'37" WEST, 107.36 FEET; THENCE RUN SOUTH 89°00'01" WEST, 143.24 FEET; THENCE RUN NORTH 66°41'16" WEST, 65.77 FEET; THENCE RUN SOUTH 85°59'18" WEST, 107.53 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 38.75 FEET, A CENTRAL ANGLE OF 60°29'27", AN ARC LENGTH OF 40.91 FEET, A CHORD LENGTH OF 39.04 FEET, AND A CHORD BEARING OF SOUTH 55°44'35" WEST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 25°29'51" WEST, 137.40 FEET; THENCE RUN SOUTH 89°50'29" WEST, 399.17 FEET TO A POINT LYING ON THE WEST LINE OF SAID LOT 1; THENCE RUN NORTH 23°53'33" EAST, ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 1115.92 FEET TO THE NORTHWEST

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A handwritten signature and the initials 'JULIA' are present in the bottom right corner of the page.



CORNER OF SAID LOT 1 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF SPACE TRIANGLE PARKWAY; THENCE RUN NORTH 72°08'58" EAST, ALONG THE NORTH LINE OF SAID LOT 1 AND ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 1070.19 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY ALONG THE NORTH LINE OF SAID LOT 1, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, AND ALONG SAID CURVE, HAVING A RADIUS OF 3867.72 FEET, A CENTRAL ANGLE OF 04°23'50", AN ARC LENGTH OF 296.84 FEET, A CHORD LENGTH OF 296.77 FEET, AND A CHORD BEARING OF NORTH 69°57'03" EAST; THENCE, NON-RADIAL TO SAID CURVE, RUN SOUTH 21°23'28" EAST, 1508.24 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT ANY PORTION CONVEYED TO ORANGE COUNTY IN WARRANTY DEED RECORDED MARCH 6, 2009 IN OFFICIAL RECORDS BOOK 9839, PAGE 626, PUBLIC RECORD OF ORANGE COUNTY, FLORIDA.

TOGETHER WITH EASEMENT RIGHTS GRANTED IN:

1) MASTER STORMWATER DRAINAGE AGREEMENT RECORDED MAY 5, 1987 IN OFFICIAL RECORDS BOOK 3884, PAGE 440, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA;

2) BORROW PIT EASEMENT RECORDED MAY 5, 1987 IN OFFICIAL RECORDS BOOK 3884, PAGE 442; AS AFFECTED BY SECTION 9 OF THAT CERTAIN DEVELOPMENT AGREEMENT RECORDED SEPTEMBER 14, 2006 IN OFFICIAL RECORDS BOOK 8860, PAGE 3134, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA;

3) DECLARATION OF CROSS EASEMENTS AND RESTRICTIONS RECORDED SEPTEMBER 14, 2006 IN OFFICIAL RECORDS BOOK 8860, PAGE 3101, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; AND

4) CROSS EASEMENT AGREEMENT RECORDED MARCH 19, 2008 IN OFFICIAL RECORDS BOOK 9632, PAGE 3846, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

AND:

That part of Section 1, Township 24 South, Range 31 East, Orange County, Florida, described as follows:

Commence at the Southeast corner of said Section 1; thence N00°08'02"W along the East line of the Southeast 1/4 of said Section 1 for a distance of 1218.30 feet to the POINT OF BEGINNING; thence S89°32'00"W, 2246.81 feet to the Southeasterly right-of-way line of a 300 foot wide Orlando Utilities Commission Railroad right-of-way, as recorded in Official Records Book 3471, Page 617, of the Public Records of Orange County, Florida; thence N41°08'54"E along said Southeasterly right-of-way line 147.13 feet to the centerline of Wewahootee Road, as recorded in Official Records Book 5761, Page 3567, of said Public Records; thence N89°32'00"E along said centerline 2149.73 feet to the aforesaid East line of the Southeast 1/4; thence S00°08'02"E along said East line 110.00 feet to the POINT OF BEGINNING.

AND:

A parcel of land within the Southeast 1/4 of Section 1, Township 24 South, Range 31 East, Orange County, Florida, lying South of the centerline of Wewahootee Road, and lying Northwesterly of the Northwest right-of-way line of a 300 foot wide Orlando Utilities Commission Railroad right-of-way, as recorded in Official Records Book 3471, Page 617, of said Public Records, more particularly described as follows:

Commence at the South 1/4 corner of said Section 1; thence N00°16'08"W along the West line of the Southeast 1/4 of said Section 1 for a distance of 1056.39 feet to said Northwest right-of-way line of a 300 foot wide Orlando Utilities Commission Railroad right-of-way and the POINT OF BEGINNING; thence

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continue N00°16'08"W along said West line 204.81 feet to the centerline of said Wewahootee Road and a point on a non-tangent curve concave Southeasterly having a radius of 400.00 feet and a chord bearing of N74°23'53"E; thence Northeasterly along said centerline and the arc of said curve through a central angle of 30°43'36" for a distance of 214.51 feet to the point of tangency; thence N89°45'41"E along said centerline 25.70 feet to said Northwesterly right-of-way line; thence S41°08'54"W along said Northwesterly right-of-way line 347.84 feet to the POINT OF BEGINNING.

AND:

That part of the land described below lying Westerly of the following described line:

Commence at the Southwest corner of the Southeast 1/4 of Section 8, Township 24 South, Range 32 East; thence N89°46'01"E, along the South line of said Southeast 1/4 a distance of 175.57 feet to the POINT OF BEGINNING; thence departing said South line run N09°15'45"W, a distance of 6739.67 feet; thence N42°56'37"E, 1411.00 feet; thence N28°40'16"W, 1796.62 feet; thence N19°50'33"E, 1955.48 feet; thence N01°28'36"E, 1129.65 feet; thence N33°23'35"E, 923.57 feet; thence N79°28'20"E, 1623.18 feet; thence N29°46'06"E, 1397.71 feet; thence N48°04'07"E, 1962.60 feet to the South right-of-way line of the Martin Anderson Beachline Expressway (SR 528) as recorded in Official Records Book 1533, Page 371, of the Public Records of Orange County, Florida and the POINT OF TERMINATION.

That part of Sections 32, 33 and 34, Township 23 South, Range 32 East; all of Sections 5, 7 and 8, Township 24 South, Range 32 East; that part of Sections 4, 6, 9 and 18, Township 24 South, Range 32 East, all lying in Orange County, Florida, more particularly described as follows:

Commence at the Southwest corner of said Section 5; thence run N00°34'58"W, along the West line of the Southwest 1/4 of said Section 5 for a distance of 1333.50 feet to the POINT OF BEGINNING; thence continue N00°34'58"W along said West line, 1311.44 feet to the West 1/4 corner of said Section 5; thence N00°33'01"W along the West line of the Northwest 1/4 of said Section 5 for a distance of 2655.00 feet to the Northwest corner of said Section 5; thence N00°00'52"W along the West line of the Southwest 1/4 of said Section 32 for a distance of 2928.81 feet to the West 1/4 corner of said Section 32; thence N00°09'33"E along the West line of the Northwest 1/4 of said Section 32 for a distance of 2199.52 feet to the South right-of-way line of the Martin Anderson Beachline Expressway (SR 528) as recorded in Official Records Book 1533, Page 371, of the Public Record of Orange County, Florida; thence run the following seven (7) courses along said South right-of-way line: S77°35'21"E, 948.51 feet; thence N00°28'04"E, 61.26 feet; thence N78°29'36"E, 1328.78 feet; thence S89°34'41"E, 8325.62 feet; thence N89°16'47"E, 1078.27 feet; thence S00°49'55"E, 299.60 feet; thence N89°22'29"E, 180.67 feet to the centerline of the Econlockhatchee River and Reference Point A; thence Southerly along said centerline 18,672 feet more or less to a point which bears S15°55'50"W, 16,115.43 feet from said Reference Point A, said point being on the South line of the Southwest 1/4 of said Section 9; thence S89°53'19"W along said South line 2068.95 feet to the Southwest corner of said Section 9; thence S89°46'01"W along the South line of the Southeast 1/4 of said Section 8 for a distance of 2643.34 feet to the South 1/4 corner of said Section 8; thence S89°45'58"W along the South line of the Southwest 1/4 of said Section 8 for a distance of, 2657.52 feet to the Northeast corner of said Section 18; thence S00°04'46"W along the East line of the Northeast 1/4 of said Section 18 for a distance of 2373.19 feet to the centerline of the Disston Canal; thence run the following five (5) courses along said centerline: thence S24°55'59"W, 1234.87 feet to the point of curvature of a curve concave Northwesterly having a radius of 140.00 feet and a chord bearing of S51°12'01"W; thence Southwesterly along the arc of said curve through a central angle of 52°32'03" for a distance of 128.37 feet to the point of tangency; thence S77°28'02"W, 3885.21 feet; thence S77°56'38"W, 914.16 feet; thence S58°14'24"W, 16.45 feet to the West line of the Southwest 1/4 of said Section 18; thence N00°00'08"W along said West line, 1938.09 feet to the West 1/4 corner of said Section 18; thence N00°07'29"W along the West line of the Northwest 1/4 of said Section 18 for a distance of, 498.15 feet to the Southwest corner of lands described in Official Records Book 4268, Page 1042, of said Public Records (City of Cocoa, Florida - Well Site Number 21); thence run the following three (3) courses along the South, East and North lines

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of said lands: N89°52'31"E, 450.00 feet; thence N00°07'29"W, 450.00 feet; thence S89°52'31"W, 450.00 feet to the West line of the Northwest 1/4 of said Section 18; thence N00°07'29"W along said West line, 1300.01 feet to the Southwest corner of said lands described in Official Records Book 4268, Page 1042, of said Public Records (City of Cocoa, Florida - Well Site Number 20); thence run the following three (3) courses along the South, East and North lines of said lands: N89°52'32"E, 450.00 feet; thence N00°07'28"W, 450.00 feet; thence S89°49'58"W, 449.95 feet to the West line of the Southwest 1/4 of said Section 7; thence N00°03'11"W, along said West line 2612.89 feet to the West 1/4 corner of said Section 7; thence N00°05'32"W along the West line of the Northwest 1/4 of said Section 7 for a distance of, 2655.69 feet to the Northwest corner of said Section 7; thence N00°08'02"W along the West line of the Southwest 1/4 of said Section 6 for a distance of 1328.30 feet to the centerline of the Wewahootee Grade; thence N89°32'00"E along said centerline, 721.40 feet; thence N89°44'57"E along said centerline, 1299.99 feet; thence N89°39'59"E, along said centerline 3324.43 feet to the POINT OF BEGINNING;

Less and Except the Central Florida Expressway Authority right-of-way Parcel A and Parcel B, as described in Official Records Book 11029, Page 6485, of the Public Records of Orange County, Florida.

Less and Except the following five City of Cocoa, Florida - Well Sites as described in Official Records Book 1012, Page 220, of the Public Records of Orange County, Florida:

Well Site "K"

Commencing at the Southwest corner of Section 5, Township 24 South, Range 32 East, Orange County, Florida; thence Northerly along the West line of said Section 5, a distance of 1337.28 feet (N00°34'58"W, 1333.50 feet measured) to an intersection with the centerline of Wewahootee Grade; thence Easterly along the said centerline a distance of 3832 feet (N89°34'02"E, 1449.20 feet and N89°36'27"E, 2382.74 feet measured) to the POINT OF BEGINNING; thence continuing along said centerline a distance of 208.71 feet (N89°36'27"E, 208.71 feet measured); thence Southerly at a right angle to said centerline a distance of 308.71 feet (S00°23'33"E, 308.71 feet measured); thence Westerly parallel to said centerline a distance of 208.71 feet (S89°36'27"W, 208.71 feet measured); thence Northerly at a right angle to said centerline a distance of 308.71 feet (N00°23'33"W, 308.71 feet measured) to the POINT OF BEGINNING. Subject to a right-of-way over the Northerly 100 feet for road purposes.

Well Site "L"

Commencing at the Southwest corner of Section 5, Township 24 South, Range 32 East, Orange County, Florida; thence Northerly along the West line of Section 5, a distance of 1337.28 feet (N00°34'58"W, 1333.50 feet measured) to an intersection with the centerline of Wewahootee Grade; thence Easterly along the said centerline a distance of 1450 feet (N89°34'02"E, 1449.20 feet measured) to the POINT OF BEGINNING; thence continuing along said centerline a distance of 208.71 feet (N89°36'27"E, 208.71 feet measured); thence Southerly at a right angle to said centerline a distance of 308.71 feet (S00°23'33"E, 308.71 feet measured); thence Westerly parallel to said centerline a distance of 208.71 feet (S89°36'27"W, 208.71 feet measured); thence Northerly at a right angle to said centerline a distance of 308.71 feet (N00°23'33"W, 308.71 feet measured) to the POINT OF BEGINNING. Subject to a right-of-way over the Northerly 100 feet for road purposes.

Well Site "M"

Commencing at the Southeast corner of Section 6, Township 24 South, Range 32 East, Orange County, Florida; thence Northerly along the East line of Section 6, 1337.28 feet (N00°34'58"W, 1333.50 feet measured) to an intersection with the centerline of Wewahootee Grade; thence Westerly along the said centerline a distance of 1180 feet (S89°39'59"W, 1179.67 feet measured) to the POINT OF BEGINNING; thence Southerly at a right angle to the Wewahootee Grade centerline a distance of 247.56 feet (S00°21'33"E, 244.31 feet measured); thence Westerly parallel to the said centerline a distance of 147.56

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feet (S89°38'27"W, 147.56 feet measured); thence Northerly and at a right angle to said centerline a distance of 247.56 feet (N00°21'33"W, 244.37 feet measured) to the centerline of said grade; thence Easterly along the said centerline a distance of 147.56 feet (N89°39'59"E, 147.56 feet measured) to the POINT OF BEGINNING. Subject to a right-of-way over the Northerly 100 feet for road purposes.

Well Site "N"

Commencing at the Southeast corner of Section 6, Township 24 South, Range 32 East, Orange County, Florida; thence Northerly along the East line of Section 6 a distance of 1337.28 feet (N00°34'58"W, 1333.50 feet measured) to an intersection with the centerline of Wewahootee Grade; thence Westerly along the said centerline a distance of 3180 feet (S89°39'59"W, 3179.05 feet measured) to the POINT OF BEGINNING; thence Southerly at a right angle to the Wewahootee Grade centerline a distance of 247.56 feet (S00°21'33"E, 245.19 feet measured); thence Westerly parallel to the said centerline a distance of 147.56 feet (S89°38'27"W, 147.56 feet measured); thence Northerly and at a right angle to said centerline a distance of 247.56 feet (N00°21'33"W, 245.26 feet measured) to the centerline of said Grade; thence Easterly along the said centerline a distance of 147.56 feet (N89°44'57"E, 2.19 feet measured and N89°39'59"E, 145.37 feet measured) to the POINT OF BEGINNING. Subject to a right-of-way over the Northerly 100 feet for road purposes.

Well Site "O"

Commencing at the Southwest corner of Section 6, Township 24 South, Range 32 East, Orange County, Florida; thence Northerly along the West line of Section 6 a distance of 1326.04 feet (N00°08'02"W, 1328.30 feet measured) to an intersection with the centerline of Wewahootee Grade and the POINT OF BEGINNING; thence Easterly along said centerline a distance of 147.56 feet (N89°32'00"E, 147.56 feet measured); thence Southerly parallel to the West line of said Section 6, a distance of 247.56 feet (S00°08'02"E, 246.64 feet measured); thence Westerly parallel to the centerline of Wewahootee Grade a distance of 147.56 feet (S89°38'27"W, 147.56 feet measured) to the West line of said Section 6; thence Northerly along said West line a distance of 247.56 feet (N00°08'02"W, 246.36 feet measured) to the POINT OF BEGINNING.

Less and Except the following City of Cocoa, Florida - Well Site described in Order of Taking recorded in Official Records Book 4268, Page 1042, of the Public Records of Orange County, Florida:

Well Site #22:

Commence at the Northwest corner of Section 18, Township 24 South, Range 32 East, Orange County, Florida, and run S00°31'23"W, along the West line of said Section 18, a distance of 2160.40 feet (S00°07'29"E, 2160.40 feet measured); thence run S89°28'37"E a distance of 1135.60 feet (N89°52'31"E, 1136.01 feet measured); thence run S29°49'23"E a distance of 967.57 feet (S30°28'15"E, 967.23 feet measured) to the POINT OF BEGINNING; thence run S00°37'10"W a distance of 331.58 feet (S00°01'42"E, 331.58 feet measured); thence run S89°22'50"E a distance of 450.00 feet (N89°58'18"E, 450.00 feet measured); thence run N00°37'10"E a distance of 450.00 feet (N00°01'42"W, 450.00 feet measured); thence run N89°22'50"W a distance of 450.00 feet (S89°58'18"W, 450.00 feet measured); thence run S00°37'10"W a distance of 118.42 feet (S00°01'42"E, 118.42 feet measured) to the POINT OF BEGINNING.

Containing 4698.369 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

Sunbridge  
Orange County, Florida  
Reclaimed Water Main Extension  
Preliminary Design Sketch



**EXHIBIT B**

**Legend**

- 24" Reclaim Line Phase 1
- 30" Reclaim Line Phase 2
- 30" Reclaim Line - By Others
- APF Roads

Note:  
All reclaimed water lines are to be ductile iron in accordance to OCU standards, unless directional drill is required.

Connection to Existing 24" Reclaimed Water Main

Aerospace Parkway

Sunbridge Parkway

± 4,660 ft. of 24" Proposed Reclaimed Water Main To Be Located In Right of Way with  
5 - Air Release Valves (typ)  
4 - 24" Gate Valves

24" Reclaimed Water Main

Limits of Sunbridge

- (1) 24" x 24" Tee
- (3) 24" Gate Valves
- (1) 24" Plug
- (1) Blow Off Assembly

Phase 1 - 24"

Alternate 1  
1,350LF of Directional Drill

Phase 2 - 30"

Future Line By Others

Connection to 24"  
(1) 30" x 24" Reducer

Railroad

OCU Storage and Repump Facility

(1) Blow-Off Assembly

± 4,100 ft. of 30" Proposed Reclaimed Water Main To Be Located In Utility Easement with  
4 - 30" Gate Valves  
3 - Air Release (typ)

**EXHIBIT C  
 BID FORM  
 SUNBRIDGE RECLAIMED WATER TRANSMISSION MAIN  
 SUNBRIDGE UTILITIES PHASE 1**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	AMOUNT
<b>100</b>	<b>PRELIMINARIES</b>				
101	Performance Bond & Payment Bond (100%)		LS		
102	1 Year Maintenance Bond (10%)		LS		
103	OCU Inspection Fees		LS		
	<b>Subtotal</b>				
<b>200</b>	<b>RECLAIMED WATER TRANSMISSION 24"</b>				
201	Mobilization		LS		
202	As-Built Survey		LS		
203	FDEP NPDES Permit		LS		
204	Connection to Existing 24" Reclaimed Main		EA		
205	24" DIP (w/ fittings)		LF		
206	24" Gate Valve		EA		
207	Air Release Valve Assembly 24" x 4"		EA		
208	Pressure testing per County Standards		LS		
209	Blow-off Valve Assembly		EA		
	<b>Subtotal</b>				
<b>BASE BID TOTAL PHASE 1</b>					

**EXHIBIT C  
 BID FORM  
 SUNBRIDGE RECLAIMED WATER TRANSMISSION MAIN  
 SUNBRIDGE UTILITIES PHASE 2**

**BID FORM**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	AMOUNT
<b>100</b>	<b>PRELIMINARIES</b>				
101	Performance Bond & Payment Bond (100%)		LS		
102	1 Year Maintenance Bond (10%)		LS		
103	OCU Inspection Fees		LS		
	<b>Subtotal</b>				
<b>200</b>	<b>RECLAIMED WATER TRANSMISSION MAIN</b>				
201	Mobilization		LS		
202	As-Builts Survey		LS		
203	FDEP NPDES Permit		LS		
204	Clear & Grub		AC		
205	Erosion Control Silt Fence		LF		
206	Soil Tracking Device		LS		
207	Ground Stabilization / Demuck / Fill Import		CY		
208	30" DIP (w/ fittings)		LF		
209	30" Gate Valve		EA		
210	Air Release Valve Assembly 30" x 6"		EA		
211	Pressure Testing per County Standards		LS		
212	Blow-off Assembly		EA		
	<b>Subtotal</b>				
<b>BASE BID TOTAL PHASE 2</b>					

**EXHIBIT C  
 BID FORM  
 SUNBRIDGE RECLAIMED WATER TRANSMISSION MAIN  
 ALTERNATE 1**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	AMOUNT
<b>ALTERNATE 1 - HORIZONTAL DIRECTIONAL DRILL (HDD) AND AREA</b>					
301	Ground Stabilization / Demuck / Fill Import (Subtract)		CY		
302	30" DIP (w/ fittings) (Subtract)		LF		
303	36" HDPE Directional Drill (w/ fittings) (Add)		LF		
	<b>Subtotal</b>				
<b>ALTERNATE 1 TOTAL</b>					

**PROJECT SUMMARY**

<b>BASE BID TOTAL PHASE 1</b>	
<b>BASE BID TOTAL PHASE 2</b>	
<b>ALTERNATE 1</b>	

<b>BASE BID TOTAL PHASE 1 + BASE BID TOTAL PHASE 2 =</b>	
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<b>BASE BID TOTAL PHASE 1 + BASE BID TOTAL PHASE 2 + ALTERNATE 1 =</b>	
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**Notes:**

1. Reclaimed water main installation price per linear foot includes all installation costs, survey layout, backfill, and compaction and restoration.
2. Unit cost shall include all applicable sales tax.



# EXHIBIT D

## Sunbridge Utilities Phase 1

### 24" Reclaimed Transmission Line

#### I. Scope of Work

##### PART I – PRE-CONSTRUCTION TASKS

- A. FINAL CONSTRUCTION PLANS – Professional Engineering Firm will prepare the design drawings, plan views, sections, general notes, standard details, technical specifications and opinion of probable construction cost for the Project and will revise to address all OCU comments received. Professional Engineering Firm will submit one (1) bid set of construction plans and technical specifications at the Final level of completion for approval by OCU.
- B. MEETINGS – Professional Engineering Firm will prepare for and attend four (4) meeting related to plan submittal with CLIENT and/or OCU staff.
- C. BIDDING ASSISTANCE – Professional Engineering Firm will respond to questions related to the Project and revise drawings and technical specifications as required to interpret, clarify or expand the Bidding Documents.

##### PART II – CONSTRUCTION ADMINISTRATION

- A. PRECONSTRUCTION CONFERENCE – Professional Engineering Firm will prepare for and attend a preconstruction conference for the Project.
- B. SHOP DRAWINGS – Professional Engineering Firm will receive, log and review -shop drawing and product submittal information (limited to review for general conformance with the design intent and with information given in construction documents). Detailed geometric review, along with means, methods, techniques, sequences or procedures of construction and all safety precautions, is not included and remains Contractor's responsibility.
- C. SITE VISITS – Professional Engineering Firm will conduct site visits for observation of materials, construction and testing for the specific purpose of providing certifications listed below. Visits are to be at the discretion of Professional Engineering Firm based on the contractor's submitted

construction schedule for various elements. The Project schedule is to be provided and kept current by contractor.

- D. FINAL PROJECT CERTIFICATION - Provide final project certification to OCU. Professional Engineering Firm certifications shall be based on and shall rely upon contractor furnished as-built surveys and as-built utility asset and pipe deflection tables, signed and sealed by a registered surveyor retained by the Contractor.
- E. RECORD DRAWINGS - Preparation of "Record Drawings" as required by Orange County. Professional Engineering Firm prepared record drawings shall be based on and shall rely upon contractor furnished as-built surveys and as-built utility asset and pipe deflection tables, signed and sealed by a registered surveyor retained by the Contractor. Professional Engineering Firm shall submit three (3) sets of prints of the Record Drawings, one (1) digital version with engineer's electronic signature in Adobe Acrobat portable document format (pdf), and a digital version in AutoCAD drawing format (dwg).
- F. BI-WEEKLY PROGRESS MEETINGS AND ASSISTANCE WITH CONSTRUCTION ISSUES - (1) Attend scheduled construction progress meetings with contractor, CLIENT and/or OCU to review construction activity and assist with construction issues; (2) prepare and maintain contractor activity logs; (3) provide assistance with contractor issues; (4) assist with bonding of project; and (5) assist CLIENT with expediting government processes, etc., if required. Professional Engineering Firm will provide clarification and interpretation of the Contract Documents to CLIENT and Orange County Inspector upon request, and will provide written clarification and interpretation of the Contract Documents to Contractor when requested in writing (RFIs).

**PART III – PROJECT COSTS**

**PRE-CONSTRUCTION COSTS:**

**PROFESSIONAL ENGINEERING SERVICES** **\$ 38,680.00**

**CONSTRUCTION ADMINISTRATION COSTS:**

**PROFESSIONAL ENGINEERING SERVICES** **\$ 40,570.00**

**TOTAL SUNBRIDGE UTILITIES PHASE 1** **\$ 79,250.00**

## **Sunbridge Utilities Phase 2**

### **30" Reclaimed Transmission Line**

#### **Scope of Work**

#### **PART I – PRE-CONSTRUCTION TASKS**

- A. SUPPLEMENT TOPOGRAPHIC SURVEY – Supplement existing topographic survey in areas of proposed wetland impacts where topographic data is not currently available, including profile of proposed reclaimed water main.
- B. LEGAL DESCRIPTIONS AND SKETCHES – Professional Engineering Firm will prepare up to two (2) legal descriptions and sketches for utility easements over the proposed reclaimed water main.
- C. PDP PREPARATION – Professional Engineering Firm will collect and review available information such as roadway, drainage, utility and traffic control plans, records, maps, aerials, surveys, easements, ROW records, Orange County record drawings, soils investigation reports, and standards that may be pertinent to execution of the Project; review all requirements of the agencies having jurisdiction over the Project; collect and review any other information that may have a bearing and impact on the planning, design, approval, permitting, construction or operation of the Project; perform a field review of the site. Consider current field conditions and any proposed site improvements and/or changes that may impact the Project; and prepare a Preliminary Design Plan (PDP) showing the recommended location of the proposed reclaimed water main improvements.
- D. PRELIMINARY OPINION OF PROBABLE COST – Professional Engineering Firm will prepare a preliminary opinion of probable construction costs based on the PDP.
- E. PDP PROCESSING – Professional Engineering Firm will submit three (3) copies of the PDP to the OCU for review and will revise and finalize the PDP following receipt of comments from OCU.
- F. PRELIMINARY ENGINEERING MEETINGS – Professional Engineering Firm will prepare for and attend one (1) project kick-off meeting and one (1) PDP review meeting with CLIENT and OCU.

- G. FINAL CONSTRUCTION PLANS – Professional Engineering Firm will prepare the design drawings, plan views, sections, general notes, standard details, technical specifications and opinion of probable construction cost for the Project and will revise to address all OCU comments received. Professional Engineering Firm will submit one (1) bid set of construction plans and technical specifications at the Final level of completion for approval by OCU.
- H. ENVIRONMENTAL PERMITTING – Professional Engineering Firm will prepare and submit to the Florida Department of Environmental Protection (FDEP) an application for an Environmental Resource Permit (ERP). Environmental support for this permitting effort is provided for in the environmental services item of this scope of services and shall be provided by the environmental consultant.
- I. PERMIT PROCESSING – Professional Engineering Firm will process the ERP application through FDEP, responding to comments if and as received.
- J. MEETINGS – Professional Engineering Firm will prepare for and attend four (4) meetings with CLIENT and/or OCU staff.
- K. PROJECT COORDINATION – Professional Engineering Firm will coordinate with CLIENT, OCU, other regulatory agencies and CLIENT's other consultants during the final engineering phase of the project.
- L. BIDDING ASSISTANCE – Professional Engineering Firm will respond to questions related to the Project and revise drawings and technical specifications as required to interpret, clarify or expand the Bidding Documents.
- M. GEOTECHNICAL SERVICES - Professional Geotechnical Firm will provide soil boring every 500 ft, hand augers for muck probing and ground water determination. Provide support to the project engineer to address geotechnical concerns raised by Orange County and other governmental agencies. Note: Orange County Utilities does not require a minimum distance for soil borings and the County is not responsible for presumed or existing soil conditions in the work area.
- N. ENVIRONMENTAL SERVICES - Environmental consultant to prepare the ecological portion of FDEP application for ERP and provide support to the project engineer to address

environmental concerns raised by FDEP, Orange County or other governmental agencies.

## **PART II – CONSTRUCTION ADMINISTRATION TASKS**

- A. **PRECONSTRUCTION CONFERENCE** – Professional Engineering Firm will prepare for and attend a preconstruction conference for the Project.
- B. **SHOP DRAWINGS** – Professional Engineering Firm will receive, log and review shop drawing and product submittal information (limited to review for general conformance with the design intent and with information given in construction documents). Detailed geometric review, along with means, methods, techniques, sequences or procedures of construction and all safety precautions, is not included and remains Contractor's responsibility.
- C. **SITE VISITS** – Professional Engineering Firm will conduct site visits for observation of materials, construction and testing for the specific purpose of providing certifications listed below. Visits are to be at the discretion of Professional Engineering Firm based on the contractor's submitted construction schedule for various elements. The Project schedule is to be provided and kept current by contractor.
- D. **FINAL PROJECT CERTIFICATION** - Provide final project certification to OCU. Professional Engineering Firm certifications shall be based on and shall rely upon contractor furnished as-built surveys and as-built utility asset and pipe deflection tables, signed and sealed by a registered surveyor retained by the Contractor.
- E. **RECORD DRAWINGS** - Preparation of "Record Drawings" as required by Orange County. Professional Engineering Firm prepared record drawings shall be based on and shall rely upon contractor furnished as-built surveys and as-built utility asset and pipe deflection tables, signed and sealed by a registered surveyor retained by the Contractor. Professional Engineering Firm shall submit three (3) sets of prints of the Record Drawings, one (1) digital version with engineer's electronic signature in Adobe Acrobat portable document format (pdf), and a digital version in AutoCAD drawing format (dwg).
- F. **BI-WEEKLY PROGRESS MEETINGS AND ASSISTANCE WITH CONSTRUCTION ISSUES** – (1) Attend scheduled construction progress meetings with contractor, CLIENT and/or OCU to review construction activity and assist with construction issues; (2) prepare and maintain contractor activity logs; (3) provide assistance with contractor issues; (4) assist with bonding of project; and (5) assist CLIENT with expediting government processes, etc., if required.

Professional Engineering Firm will provide clarification and interpretation of the Contract Documents to CLIENT and Orange County Inspector upon request, and will provide written clarification and interpretation of the Contract Documents to Contractor when requested in writing (RFIs).

**PART III –PROJECT COSTS**

**PRE-CONSTRUCTION COSTS:**

**PROFESSIONAL ENGINEERING SERVICES** **\$ 139,610.00**

**CONSTRUCTION ADMINISTRATION COSTS:**

**PROFESSIONAL ENGINEERING SERVICES** **\$ 40,570.00**

**TOTAL SUNBRIDGE UTILITIES PHASE 2** **\$ 180,180.00**