




Interoffice Memorandum

AGENDA ITEM

September 03, 2019

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

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

SUBJECT: September 24, 2019 – Consent Item  
Third Amendment to Transportation Impact Fee Credit Agreement  
Roadway Conceptual Analysis Tupperware Heights PD  
(Orange Avenue)

The Roadway Agreement Committee has reviewed a Third Amendment to Transportation Impact Fee Credit Agreement Roadway Conceptual Analysis Tupperware Heights PD ("Third Amendment") by and between Deerfield Land Corporation and Orange County to amend the terms of the Transportation Impact Fee Credit Agreement approved by the Board on March 7, 2017, and recorded at Document #20170129428, as amended. The Third Amendment provides for the adjustment of the completion date for the Roadway Conceptual Analysis from August 31, 2019 to August 31, 2020. In addition, Section 2(b) of the agreement has been amended to provide for a total reimbursement of \$77,550 in newsletter and newspaper advertisement costs.

The Roadway Agreement Committee approved the Third Amendment on August 7, 2019. The Specific Project Expenditure Report and Relationship Disclosure Forms are on file with the Transportation Planning Division.

If you have any questions, please feel free to contact me at 407-836-5393.

**ACTION REQUESTED: Approval and execution of Third Amendment to Transportation Impact Fee Credit Agreement Roadway Conceptual Analysis Tupperware Heights PD Orange Avenue by and between Deerfield Land Corporation and Orange County to extend the date for the completion of the Roadway Conceptual Analysis to August 31, 2020, and to increase the reimbursement amount for advertising fees. District 4**

JVW/HEGB/fb  
Attachment

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

Tax Parcel I.D. No.: 34-24-29-000-00-004 and 35-24-29-000-00-002

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

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**ROADWAY CONCEPTUAL ANALYSIS  
TUPPERWARE HEIGHTS PD**

**ORANGE AVENUE**

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

**WITNESSETH:**

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

WHEREAS, Owner and County entered into that certain First Amendment to Transportation Impact Fee Credit Agreement approved by the BCC on March 20, 2018 and recorded as DOC# 20180198952, in the Public Records of Orange County, Florida (the “First Amendment”); and

WHEREAS, Owner and County entered into that certain Second Amendment to Transportation Impact Fee Credit Agreement approved by the BCC on January 15, 2019 and recorded as DOC# 20190042142, in the Public Records of Orange County, Florida (the “Second Amendment”, and together with the First Amendment and the Original Agreement, the “Agreement”); and

WHEREAS, Owner remains the sole owner of fee simple title to the Property, as defined in the Agreement; and

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

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

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

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



**Section 5. Covenants Running with the Land.** This Third Amendment shall run with the Property and shall be binding upon and shall inure to the benefit and burden of the parties and of the heirs, legal representatives, successors, and assigns of the parties and any person, firm, corporation, or other entity that may become the successor in interest to the Property. Notwithstanding the foregoing, however, the authority under Section 3 of the Agreement to instruct County to make deductions from Owner's road impact fee account shall remain with Owner unless expressly assigned in writing to another by Owner.

**Section 6. Recordation of Third Amendment.** An executed original of this Third Amendment shall be recorded, at Owner's expense, in the Public Records of Orange County, Florida within thirty (30) days of the Effective Date.

**Section 7. Applicable Law.** This Third Amendment and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

**Section 8. Time is of the Essence.** Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Third Amendment and in the Agreement.

**Section 9. Further Documentation.** The parties agree that at any time following a request therefor by the other party, each shall execute and deliver to the other party such further documents and instruments reasonably necessary to confirm and/or effectuate the obligations of either party hereunder and the consummation of the transactions contemplated hereby.

**Section 10. Limitation of Remedies.** County and Owner expressly agree that the consideration, in part, for each of them entering into this Third Amendment is the willingness of the other to limit the remedies for all actions arising out of or in connection with this Third

Amendment. Accordingly, the remedies available to each party shall be as stated in the Agreement.

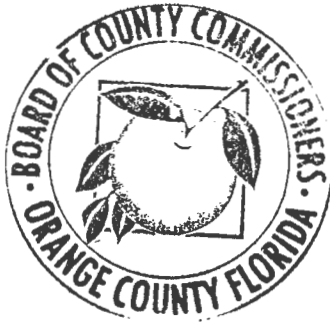
**Section 11. Amendments.** No amendment, modification, or other change to this Third Amendment or the Agreement shall be binding upon the parties unless in writing and executed

by all the parties hereto.

**Section 12. Counterparts.** This Third Amendment may be executed in up to three (3) counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

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



ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

By: *Jerry L. Demings*

*JL* Jerry L. Demings,  
Orange County Mayor

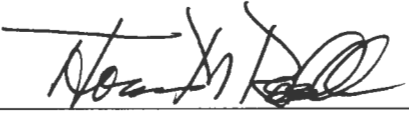
Date: *24 Sep 19*

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

By: *Katie Smith*  
Deputy Clerk

Printed name: **Katie Smith**

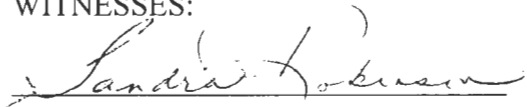
DEERFIELD LAND CORPORATION, a Delaware corporation

By: 

Thomas M. Roehl  
Vice President & Secretary

Date: 8/26/19

WITNESSES:



Print Name: SANDRA ROBINSON



Print Name: Susan Coumes Chiono

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by Thomas M. Roehl, as Vice President & Secretary of Deerfield Land Corporation, a Delaware Corporation, who is known by me to be the person described herein and who executed the foregoing, this 26<sup>th</sup> day of AUGUST, 2019. S/he is personally known to me or has produced as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 26<sup>th</sup> day of AUGUST, 2019.

  
Notary Public

Print Name: Susan Coumes Chiono

My Commission Expires: April 19, 2023

